



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

CITY OF LOWELL  
CITY COUNCIL AGENDA  
MONDAY, MARCH 6, 2017, 7:00 P.M.

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

2. CONSENT AGENDA

- Approval of the Agenda.
- Approve and place on file the regular minutes of the February 21, 2017 City Council meeting.
- Authorize payment of invoices in the amount of \$610,594.87

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

IF YOU WISH TO ADDRESS AN AGENDA ITEM, PUBLIC COMMENT FOR EACH ITEM WILL OCCUR AFTER THE INITIAL INFORMATION IS SHARED ON THE MATTER AND INITIAL DELIBERATIONS BY THE PUBLIC BODY. PUBLIC COMMENT WILL OCCUR BEFORE A VOTE ON THE AGENDA ITEM OCCURS.

4. OLD BUSINESS

- a. Nothing to Report

5. NEW BUSINESS

- a. Discussion on Medical Marijuana with Attorney Nick Curcio from Dickinson Wright.
- b. Discussion with Risk Manager Dustin Drabek from the Michigan Township Participating Plan
- c. Resolution 04-17 – Installment Purchase Agreement – DPW Equipment and LL&P Generator.
- d. Access Point Inc. Commercial Service Agreement - City-Wide VOIP.

6. BOARD/COMMISSION REPORTS

7. MANAGER'S REPORT

8. COUNCIL COMMENTS

9. CLOSED SESSION AT THE REQUEST OF THE CITY MANAGER TO DISCUSS CITY MANAGER PERFORMANCE EVALUATION

10. 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.



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## MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Monday, March 6, 2017

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
2. CONSENT AGENDA

- Approval of the Agenda.
- Approve and place on file the regular minutes of the Tuesday, February 21, 2017 City Council meeting.
- Authorize payment of invoices in the amount of \$610,594.87

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

IF YOU WISH TO ADDRESS AN AGENDA ITEM, PUBLIC COMMENT FOR EACH ITEM WILL OCCUR AFTER THE INITIAL INFORMATION IS SHARED ON THE MATTER AND INITIAL DELIBERATIONS BY THE PUBLIC BODY. PUBLIC COMMENT WILL OCCUR BEFORE A VOTE ON THE AGENDA ITEM OCCURS.

4. OLD BUSINESS

Nothing to Report.

5. NEW BUSINESS

- a. Discussion on Medical Marijuana with Attorney Nick Curcio from Dickinson Wright. Memo is provided from City Manager Michael Burns.

Powerpoint presentation will be provided.

- b. Discussion with Risk Manager Dustin Drabek from the Michigan Township Participating Plan. Memo is provided from City Manager Michael Burns.
- c. Resolution 04-17 – Installment Purchase Agreement – DPW Equipment and LI&P Generator. Draft resolution is provided.

Recommended Motion: To approve Resolution 04-17.

- d. Access Point Inc. Commercial Service Agreement - City-Wide VOIP. Memo is provided from Lowell Light and Power General Manager Steve Donkersloot.

Recommended Motion: To approve the three year CSA with Access Point Inc.

6. BOARD/COMMISSION REPORTS
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**PROCEEDINGS  
OF  
CITY COUNCIL  
OF THE  
CITY OF LOWELL  
TUESDAY, FEBRUARY 21, 2017, 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 Mike DeVore and City Clerk Susan Ullery called roll.

Present: Councilmembers Greg Canfield, Jim Hodges, Jeff Phillips, Alan Teelander and Mayor DeVore.

Absent: None.

Also Present: City Manager Mike Burns, City Clerk Susan Ullery, Police Chief Steven Bukala and DPW Director Rich LaBombard.

**2. APPROVAL OF THE CONSENT AGENDA**

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

- Approval of the Agenda.
- Approve and place on file the regular minutes of the February 6, 2017 City Council meeting.
- Authorize payment of invoices in the amount of \$310,240.88.

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

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

There were no comments.

**4. OLD BUSINESS.**

a. Bio-digester Update.

City Manager Mike Burns provided an update on the bio-digester, noting that he, LL&P General Manager Steve Donkersloot and City Attorney Dick Wendt have been in communication with Lowell AD regarding the direct action of Council in December. Burns explained that Lowell AD has submitted a proposal to resolve the issue and a decision will be made soon.

**5. NEW BUSINESS.**

a. Presentation – Municipal Employees' Retirement System.

MERS Representative Mike Overlay provided a presentation to the Council regarding the city's current financial position in the retirement system. Currently, the City is approximately 66 percent funded into the system and approximately a \$3.4 Million unfunded liability. Overlay also discussed potential options for the Council to consider reducing the amount of unfunded liability.

b. Motor Carrier Enforcement Training.

Chief of Police Steve Bukala gave a presentation on Motor Carrier Enforcement Training and noted Officer Gordy Lauren has been attending this training for the past nine months. Bukala explained that there have been some trucking violations that are occurring within the City limits. Most of these are third party trucking companies for various businesses in town. In doing research, Bukala discovered many trucking companies will go through Lowell to bypass the Ionia Scales located on I-96 east of M-66.

Bukala requested to use salvage inspection money that is in their revenue account to purchase two portable weighing devices or scales from Loadometer Corporation at a cost of \$4895.00 each. There are enough funds in salvage inspections to make this purchase with zero dollars coming from the general fund.

IT WAS MOVED BY HODGES and seconded by CANFIELD to approve the purchase of two portable weighing devices or scales from Loadometer Corporation at a cost of \$4895.00 each. Salvage inspection money from the revenue account will be used to pay for these devices.

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

c. Ordinance Discussion for the Showboat.

City Manager Mike Burns explained that the Showboat Committee, formed by the Chamber of Commerce, is working toward establishing their fundraising campaign to repurpose the Showboat. The committee had discussions of different options regarding where the donated funds will be placed. The option of a designated fund in the City's Chart of Accounts has been discussed, however; before moving forward, Burns wanted to have a discussion with the Council. He advised the committee has considered establishing an ordinance for the funds, which would ensure such funds could only be used for the Showboat. By general consensus, the Council agreed to establish an ordinance for approval by the Council.

d. Goals and Objectives.

City Manager Burns stated on January 20 and 21, the City Council met with Dr. Lew Bender to discuss goals and objectives for working together and moving the City forward. Burns wanted to engage the City Council on a follow-up discussion from this session.

Burns shared the four goals for the year to the public 1) Promoting and Marketing Plan, 2) Improve sustainability, 3) Downtown/Riverwalk – finalize a plan, 4) Livability - continue to be a livable community.

Mayor DeVore mentioned having a calendar of topics set for discussion once a month before Council meetings. Burns advised he would put together a calendar of events.

6. **BOARDS AND COMISSION REPORTS.**

Councilmember Phillips advised the next Historic District meeting will be on March 28<sup>th</sup>.

Councilmember Hodges advised the Arbor Board meeting was cancelled this month. The Lowell LCTV Board will meet on March 1<sup>st</sup> to go over the various grant proposals. Hodges also commented on the Fire Authority Board meeting, which was held on February 13<sup>th</sup>. He discussed the 1-800 Board-up for houses that are involved in a fire, etc. He advised that there will be a State of the Department meeting in the Council Chambers on March 30<sup>th</sup> at 7:00 p.m. The next Fire Authority meeting will be held on March 13<sup>th</sup>.

Councilmember Canfield commented on the Parks and Recreation meeting held earlier in the evening. He advised that the Committee formed to replace the playground equipment at Stoney Lakeside Park has raised \$14,000.00 as well as receiving a \$28,000.00 grant. Their goal is to raise an additional \$14,000.00 over the next 90 days. Canfield also commented he and Mayor DeVore attended the election official training in Frankenmuth and it was very informative.

Councilmember Teeland commented that he attended the Showboat Committee meeting. He advised that the Lowell Rotary Club is starting the fundraising kickoff for the Showboat. He attended the Lowell Light and Power meeting on February 9<sup>th</sup> and advised that they approved tablets for the Boardmembers. He also commented that he attended the LARA Trail meeting.

Mayor DeVore advised that he attended the elected official training with Councilmember Canfield and he was struck with quite a sense of pride living in Lowell.

7. **MONTHLY REPORTS.**

There were no comments.

8. **MANAGER'S REPORT.**

City Manager Burns reported on the following:

- On March 6<sup>th</sup>, there will be two presentations, one being with insurance provider Dustin Draebek. The second presentation will be with a representative from Dickinson and Wright as to the changes in the law with medical marijuana dispensaries in the City.
- I-Pads will be ordered for the City Council to eliminate the paper agenda packets.
- Last week, Steve Donkersloot, Rich LaBombard, Ryan Teachworth and Burns went to Sebawaing to investigate and learn about their fiber internet system that they provide for residents.
- The 2018 budget is being worked on and will be presented to the Council.

- Burns is working with Treasurer Sue Olin and City Attorney Dick Wendt to finalize the installment purchasing for the Bobcat and the Front End Loader and also a compressor that Lowell Light and Power are looking to purchase, hoping to get a lower interest rate.

9. **COUNCIL COMMENTS.**

Councilmember Phillips commented there were many walking in the community over the weekend and enjoying the downtown area. Phillips also wished everyone a good week.

Councilmember Hodges advised that the Chamber of Commerce is having their Awards Banquet to honor various businesses in the community and "Person of the Year", Greg Pratt. Hodges also congratulated Greg Pratt and the various businesses. Hodges commented that "Coffee with Council" will be on Saturday, March 4<sup>th</sup> from 8:00-10:00 a.m. Hodges also mentioned losing one of our residents and sent his condolences to Jan Johnson's family.

Councilmember Canfield congratulated Greg Pratt, noting he is very deserving of the award.

Councilmember Teelander commented on the session with Dr. Lew Bender. He referred to the external "threats" and the State of Michigan is one of them. Teelander also sent his condolences to the family of Jan Johnson.

Mayor DeVore congratulated Greg Pratt and noted he does a great job with the schools. DeVore also commented on how the State of Michigan came up as a "threat" during his conference with Canfield at Frankenmuth over the weekend.

10. **ADJOURNMENT.**

IT WAS MOVED BY HODGES and seconded by CANFIELD to adjourn at 8:22 p.m.

DATE:

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Mike DeVore, Mayor

APPROVED:

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Susan Ullery, City Clerk

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL  
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BOTH OPEN AND PAID

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| Vendor Code                        | Vendor Name             | Invoice          | Description                               | Amount    |
|------------------------------------|-------------------------|------------------|---|-----------|
| 01056                              | 77TH DISTRICT           | 126937           | BOND - WILIAM OGDEN                       | 1,225.00  |
| TOTAL FOR: 77TH DISTRICT           |                         |                  |   | 1,225.00  |
| REFUND UB                          | ADMIRAL DISTRIBUTION CO | 03/01/2017       | UB refund for account: 1-04820-1          | 43.16     |
| TOTAL FOR: ADMIRAL DISTRIBUTION CO |                         |                  |   | 43.16     |
| 10177                              | AT&T                    | 1/17 - 2/16/2017 | MONTHLY STATEMENT                         | 6,172.14  |
| TOTAL FOR: AT&T                    |                         |                  |   | 6,172.14  |
| 02449                              | AT&T LONG DISTANCE      | 2/9/2017         | MONTHLY LONG DISTANCE STATEMENT           | 922.38    |
| TOTAL FOR: AT&T LONG DISTANCE      |                         |                  |   | 922.38    |
| 00045                              | BARTLETT, SANDY         | 2/21/17          | MILEAGE FOR FEB 2017                      | 62.60     |
| TOTAL FOR: BARTLETT, SANDY         |                         |                  |   | 62.60     |
| 00050                              | BERNARDS ACE HARDWARE   | FEB 2017         | STATEMENT OF ACCOUNT                      | 563.41    |
| TOTAL FOR: BERNARDS ACE HARDWARE   |                         |                  |   | 563.41    |
| 00065                              | BOUWHUIS SUPPLY, INC.   | 56414            | FLOOR CLEANER                             | 96.89     |
| TOTAL FOR: BOUWHUIS SUPPLY, INC.   |                         |                  |   | 96.89     |
| 10608                              | C & D HUGHES, INC       | PYMT #6          | PARKING LOT, STREET & UTILITY IMPROVEMENT | 14,773.35 |
| TOTAL FOR: C & D HUGHES, INC       |                         |                  |   | 14,773.35 |
| 00081                              | CALIBRE PRESS           | 46437            | LPD TRAINING - DUSTIN BROWN               | 259.00    |
| TOTAL FOR: CALIBRE PRESS           |                         |                  |   | 259.00    |
| 10656                              | CARLETON EQUIPMENT      | 02-277007        | EQUIP FUND R & M                          | 592.20    |
|                                    |                         | 02-277421        | EQUIP FUND R & M - CONNECTOR              | 18.01     |
| TOTAL FOR: CARLETON EQUIPMENT      |                         |                  |   | 610.21    |
| RECYCLE                            | CHRISTOPHER, HOLY       | BIN 172          | RECYCLE BIN RETURN                        | 25.00     |
| TOTAL FOR: CHRISTOPHER, HOLY       |                         |                  |   | 25.00     |
| 10509                              | CONSUMERS ENERGY        | 1/21 - 2/17/17   | MONTHLY STATEMENT                         | 203.30    |
|                                    |                         | 1/25 - 2/22/17   | MONTHLY STATEMENT                         | 136.39    |
|                                    |                         | 1/26 - 2/23/17   | MONTHLY STATEMENT                         | 4,943.31  |
| TOTAL FOR: CONSUMERS ENERGY        |                         |                  |   | 5,283.00  |
| 10640                              | DEVORE, MICHAEL         | FEB 17, 18       | MILEAGE TO MML CONF IN FRANKENMUTH        | 131.08    |
| TOTAL FOR: DEVORE, MICHAEL         |                         |                  |   | 131.08    |

| Vendor Code                               | Vendor Name                    | Invoice    | Description                            | Amount   |
|---|--------------------------------|------------|--|----------|
| REFUND UB                                 | DIEKEVERS, CAROLYN             | 03/01/2017 | UB refund for account: 5-01480-2       | 24.46    |
| TOTAL FOR: DIEKEVERS, CAROLYN             |                                |            |  | 24.46    |
| 02035                                     | DIGITAL OFFICE MACHINES, INC.  | 17339      | LPD COPY MACHING CONTRACT              | 57.53    |
| TOTAL FOR: DIGITAL OFFICE MACHINES, INC.  |                                |            |  | 57.53    |
| 10413                                     | GR CENTRAL IRON & STEEL INC    | 274339     | EQUIP R & M                            | 184.00   |
| TOTAL FOR: GR CENTRAL IRON & STEEL INC    |                                |            |  | 184.00   |
| 00225                                     | GRAND RAPIDS COMMUNITY COLLEGE | 2016       | IFT DISTRIBUTION 2016                  | 220.09   |
|   |                                | FEB 2017   | TAX DISBURSEMENT                       | 839.81   |
| TOTAL FOR: GRAND RAPIDS COMMUNITY COLLEGE |                                |            |  | 1,059.90 |
| 10277                                     | GRAYMONT CAPITAL INC.          | 88167      | WTP - QUICKLIME                        | 6,294.08 |
| TOTAL FOR: GRAYMONT CAPITAL INC.          |                                |            |  | 6,294.08 |
| 00710                                     | HAROLD ZEIGLER FORD, INC.      | 122597     | EQUIP R & M                            | 113.34   |
| TOTAL FOR: HAROLD ZEIGLER FORD, INC.      |                                |            |  | 113.34   |
| 00248                                     | HOOVER PRINTING                | 50696      | WATER BILL PAPER                       | 189.51   |
| TOTAL FOR: HOOVER PRINTING                |                                |            |  | 189.51   |
| REFUND UB                                 | HULTS, BOB                     | 03/01/2017 | UB refund for account: 1-02633-5       | 62.53    |
| TOTAL FOR: HULTS, BOB                     |                                |            |  | 62.53    |
| 10338                                     | I2 INTEGRATION                 | 26178      | 2017 WEBSITE HOST FEES                 | 300.00   |
| TOTAL FOR: I2 INTEGRATION                 |                                |            |  | 300.00   |
| 10609                                     | JX PETERBILT GRAND RAPIDS      | 875827     | EQUIP R & M                            | 750.00   |
| TOTAL FOR: JX PETERBILT GRAND RAPIDS      |                                |            |  | 750.00   |
| 01970                                     | KCI                            | 258612     | ASSESSMENT NOTICES                     | 998.43   |
| TOTAL FOR: KCI                            |                                |            |  | 998.43   |
| 02379                                     | KENT COUNTY CLERK              | 11/8/2016  | 2016 PRIMARY & GENERAL ELELECTION COST | 200.00   |
| TOTAL FOR: KENT COUNTY CLERK              |                                |            |  | 200.00   |

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| Vendor Code                               | Vendor Name                    | Invoice | Description                           | Amount     |
|---|--------------------------------|---------|---------------------------------------|------------|
| 00300                                     | KENT COUNTY TREASURER          |         |                                       |            |
|   | 2016                           |         | SUMMER IFT                            | 527.32     |
|   | 3/3/17                         |         | WINTER IFT                            | 219.19     |
|   | FEB 2017                       |         | TAX DISBURSEMENT                      | 2,820.77   |
|   | FEBRUARY 2017                  |         | TAX DISBURSEMENT                      | 64,093.54  |
|   | K-4225                         |         | DELINQ TAXES REDUCED 41-20-02-187-002 | 88.75      |
| TOTAL FOR: KENT COUNTY TREASURER          |                                |         |                                       | 67,749.57  |
| 00303                                     | KENT DISTRICT LIBRARY          |         |                                       |            |
|   | 2016                           |         | IFT DISTRIBUTION 2016                 | 157.69     |
|   | FEB 2016                       |         | TAX DISBURSEMENT                      | 47,658.13  |
| TOTAL FOR: KENT DISTRICT LIBRARY          |                                |         |                                       | 47,815.82  |
| 00302                                     | KENT INTERMEDIATE SCHOOL DIST. |         |                                       |            |
|   | FEB 2017                       |         | TAX DISBURSEMENT                      | 2,251.90   |
| TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST. |                                |         |                                       | 2,251.90   |
| 02482                                     | LAUREN, GORDY                  |         |                                       |            |
|   | 2/17/2017                      |         | LPD TRAVEL EXPENSES                   | 68.10      |
| TOTAL FOR: LAUREN, GORDY                  |                                |         |                                       | 68.10      |
| 00805                                     | LEE'S TRENCHING SERVICE, INC.  |         |                                       |            |
|   | 106097                         |         | R & M 504 E MAIN                      | 1,115.00   |
| TOTAL FOR: LEE'S TRENCHING SERVICE, INC.  |                                |         |                                       | 1,115.00   |
| 00772                                     | LERMA INC.                     |         |                                       |            |
|   | 2017                           |         | MEMBERSHIP DUES - LESLIE HEFFRON      | 50.00      |
| TOTAL FOR: LERMA INC.                     |                                |         |                                       | 50.00      |
| 01006                                     | LOWELL AREA ARTS COUNCIL       |         |                                       |            |
|   | DDA 4/21/16                    |         | HANDICAPPED RAMP                      | 13,447.00  |
| TOTAL FOR: LOWELL AREA ARTS COUNCIL       |                                |         |                                       | 13,447.00  |
| 01374                                     | LOWELL AREA HISTORICAL MUSEUM  |         |                                       |            |
|   | 2016                           |         | IFT DISTRIBUTION 2016                 | 29.85      |
|   | FEB 2017                       |         | TAX DISBURSEMENT                      | 113.90     |
| TOTAL FOR: LOWELL AREA HISTORICAL MUSEUM  |                                |         |                                       | 143.75     |
| 00562                                     | LOWELL AREA SCHOOLS            |         |                                       |            |
|   | 2016                           |         | IFT AND DEBT & BUILDING               | 5,824.12   |
|   | FEB 2017                       |         | TAX DISBURSEMENT                      | 342,495.47 |
| TOTAL FOR: LOWELL AREA SCHOOLS            |                                |         |                                       | 348,319.59 |
| 00330                                     | LOWELL LEDGER                  |         |                                       |            |
|   | FEB 2017                       |         | STATEMENT OF ACCOUNT                  | 479.90     |
| TOTAL FOR: LOWELL LEDGER                  |                                |         |                                       | 479.90     |
| RECYCLE                                   | MELKILD, BRANDI                |         |                                       |            |
|   | BIN 2041                       |         | RECYCLE BIN RETURN                    | 10.00      |
| TOTAL FOR: MELKILD, BRANDI                |                                |         |                                       | 10.00      |
| 01734                                     | MIERAS INDUSTRIAL SHOES        |         |                                       |            |
|   | 131638                         |         | BOOTS - VANSETTER/PHILLIPS            | 441.00     |
| TOTAL FOR: MIERAS INDUSTRIAL SHOES        |                                |         |                                       | 441.00     |

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| Vendor Code                                   | Vendor Name                        | Invoice | Description                          | Amount    |
|---|------------------------------------|---------|--------------------------------------|-----------|
| 10128   | MMAAO                              |         |                                      |           |
|   | MAY 23, 2017                       |         | EDUCATION CLASS - JEFF RASHID        | 50.00     |
| TOTAL FOR: MMAAO                              |                                    |         |                                      | 50.00     |
| 00426   | MODEL COVERALL SERVICE, INC.       |         |                                      |           |
|   | FEB 2017                           |         | LIBRARY RUGS                         | 255.92    |
| TOTAL FOR: MODEL COVERALL SERVICE, INC.       |                                    |         |                                      | 255.92    |
| 00429   | MORLOCK, BETTY                     |         |                                      |           |
|   | JAN & FEB 2017                     |         | MILEAGE TO KCCA MEETINGS             | 54.57     |
| TOTAL FOR: MORLOCK, BETTY                     |                                    |         |                                      | 54.57     |
| 10356   | NELSON, ERIC                       |         |                                      |           |
|   | 03-1110743-00                      |         | BIG L - AIRPORT HANGAR DOOR LOCKS    | 43.99     |
| TOTAL FOR: NELSON, ERIC                       |                                    |         |                                      | 43.99     |
| 01270   | PLUMMERS ENVIRONMENTAL SERVICE     |         |                                      |           |
|   | 1744659                            |         | SEWER CLEANING 1400 FOREMAN          | 14,035.35 |
| TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICE     |                                    |         |                                      | 14,035.35 |
| 00512   | PREIN & NEWHOF, INC.               |         |                                      |           |
|   | 38097                              |         | PROF SERVICES - S BROADWAY           | 1,375.50  |
|   | 38101                              |         | PROF SVC - SAW GRANT                 | 16,015.40 |
|   | 38102                              |         | PROF SVC - WATER STREET              | 6,959.20  |
|   | 38107                              |         | PROF SVC - VALLEY VISTA LIFT STATION | 2,131.50  |
| TOTAL FOR: PREIN & NEWHOF, INC.               |                                    |         |                                      | 26,481.60 |
| 02331   | PROGRESSIVE HEATING COOLING, CORP. |         |                                      |           |
|   | 2013826                            |         | LIBRARY R & M                        | 89.00     |
|   | 2013827                            |         | CITY HALL/POLICE R & M               | 141.25    |
| TOTAL FOR: PROGRESSIVE HEATING COOLING, CORP. |                                    |         |                                      | 230.25    |
| 01159   | PURCHASE POWER                     |         |                                      |           |
|   | FEB 2017                           |         | ACCOUNT STATEMENT                    | 2.66      |
| TOTAL FOR: PURCHASE POWER                     |                                    |         |                                      | 2.66      |
| 10307   | RDJ SPECIALTIES, INC.              |         |                                      |           |
|   | 098971                             |         | POLICE- BADGE STICKERS               | 118.85    |
| TOTAL FOR: RDJ SPECIALTIES, INC.              |                                    |         |                                      | 118.85    |
| MISC  | RON BLOOM BUILDER                  |         |                                      |           |
|   | PZ106                              |         | SITE PLAN BOND REFUND                | 350.00    |
| TOTAL FOR: RON BLOOM BUILDER                  |                                    |         |                                      | 350.00    |
| 00827   | RS TECHNICAL SERVICES, INC.        |         |                                      |           |
|   | 19815                              |         | WTP R & M                            | 2,823.78  |
| TOTAL FOR: RS TECHNICAL SERVICES, INC.        |                                    |         |                                      | 2,823.78  |
| 10378   | RUESINK, KATHIE                    |         |                                      |           |
|   | 543207                             |         | CLEANING SERVICES 2/14 - 2/27/17     | 540.00    |
| TOTAL FOR: RUESINK, KATHIE                    |                                    |         |                                      | 540.00    |
| 00556   | RYAN'S MODERN SEWER CLEANING INC,  |         |                                      |           |
|   | 116510                             |         | SEWER LINE MARSAC & LAFAYETTE        | 570.00    |
| TOTAL FOR: RYAN'S MODERN SEWER CLEANING INC,  |                                    |         |                                      | 570.00    |

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|---|----------------------------------|----------------------------------|-----------|
|   | Invoice                          |                                  |           |
| 01044                                       | S.A. MORMAN & CO.                |                                  |           |
|   | 625908                           | CITY HALL R & M                  | 700.00    |
| TOTAL FOR: S.A. MORMAN & CO.                |                                  |                                  | 700.00    |
| 02383                                       | SANISWEEP, INC.                  |                                  |           |
|   | 88299                            | STREET SWEEPING                  | 800.00    |
| TOTAL FOR: SANISWEEP, INC.                  |                                  |                                  | 800.00    |
| RECYCLE                                     | SEVERN, SANDY                    |                                  |           |
|   | BIN 2136                         | RECYCLE BIN RETURN               | 10.00     |
| TOTAL FOR: SEVERN, SANDY                    |                                  |                                  | 10.00     |
| 02085                                       | SPECTRUM HEALTH OCCUPATIONAL     |                                  |           |
|   | 515010                           | DOT PHYSICAL - VANSETTERS        | 64.00     |
| TOTAL FOR: SPECTRUM HEALTH OCCUPATIONAL     |                                  |                                  | 64.00     |
| 10276                                       | SPRINT                           |                                  |           |
|   | 353302524-155                    | MONTHLY STATEMENT                | 442.02    |
| TOTAL FOR: SPRINT                           |                                  |                                  | 442.02    |
| 10197                                       | STATE OF MICHIGAN                |                                  |           |
|   | 2015                             | SECURITY BOND REPORT 41-2-060    | 100.00    |
| TOTAL FOR: STATE OF MICHIGAN                |                                  |                                  | 100.00    |
| 10341                                       | STATE OF MICHIGAN                |                                  |           |
|   | 551-481644                       | SOR REGISTRATION                 | 60.00     |
| TOTAL FOR: STATE OF MICHIGAN                |                                  |                                  | 60.00     |
| 10594                                       | STATE OF MICHIGAN                |                                  |           |
|   | 2017                             | 10 MUNICIPAL LICENSE PLATES      | 130.00    |
| TOTAL FOR: STATE OF MICHIGAN                |                                  |                                  | 130.00    |
| 10583                                       | SUEZ WATER ENVIRONMENTAL SVC INC |                                  |           |
|   | 201729949                        | WWTP FEBRUARY 2017               | 36,276.24 |
| TOTAL FOR: SUEZ WATER ENVIRONMENTAL SVC INC |                                  |                                  | 36,276.24 |
| 00651                                       | USA BLUE BOOK                    |                                  |           |
|   | 180411                           | WTP SUPPLIES                     | 193.90    |
| TOTAL FOR: USA BLUE BOOK                    |                                  |                                  | 193.90    |
| REFUND UB                                   | USRY, HUNTER                     |                                  |           |
|   | 03/01/2017                       | UB refund for account: 4-00580-2 | 11.39     |
| TOTAL FOR: USRY, HUNTER                     |                                  |                                  | 11.39     |
| 02277                                       | VERIZON WIRELESS                 |                                  |           |
|   | 9780215558                       | MONTHLY STATEMENT                | 158.49    |
|   | 9780250617                       | MONTHLY STATEMENT                | 18.18     |
| TOTAL FOR: VERIZON WIRELESS                 |                                  |                                  | 176.67    |
| RECYCLE                                     | VOSOVIC, SHARON                  |                                  |           |
|   | BIN 333                          | RECYCLE BIN RETURN               | 5.00      |
| TOTAL FOR: VOSOVIC, SHARON                  |                                  |                                  | 5.00      |

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| Vendor Code                            | Vendor Name                 | Invoice | Description                             | Amount     |
|--|-----------------------------|---------|---|------------|
| 02432                                  | WEST MICHIGAN INTERNATIONAL |         |   |            |
|  | X101064042:01               |         | EQUIP FUND R & M                        | 124.30     |
| TOTAL FOR: WEST MICHIGAN INTERNATIONAL |                             |         |   | 124.30     |
| 00692                                  | WILLIAMS & WORKS INC.       |         |   |            |
|  | 81339                       |         | PROF SERVICES - PARKING LOT & UTILITIES | 132.00     |
|  | 81341                       |         | PROF SERVICES - JEFFERSON ST            | 3,519.75   |
| TOTAL FOR: WILLIAMS & WORKS INC.       |                             |         |   | 3,651.75   |
| TOTAL - ALL VENDORS                    |                             |         |   | 610,594.87 |

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|------------------------------------|---------------------------|---------------------------|---------------------------|----------|---------|
| Fund 101 GENERAL FUND              |                           |                           |                           |          |         |
| Dept 000                           |                           |                           |                           |          |         |
| 101-000-040.000                    | ACCOUNTS RECEIVABLE       | 77TH DISTRICT             | BOND - WILIAM OGDEN       | 1,225.00 | 69237   |
| 101-000-040.000                    | ACCOUNTS RECEIVABLE       | MIERAS INDUSTRIAL SHOES   | BOOTS - VANSETTER/PHILLIP | 241.00   | 69274   |
| 101-000-084.015                    | DUE FROM FIRE AUTHORITY   | AT&T LONG DISTANCE        | MONTHLY LONG DISTANCE STA | 5.72     | 69240   |
| 101-000-225.001                    | DUE SCHL-DELINQ PERS PROP | LOWELL AREA SCHOOLS       | TAX DISBURSEMENT          | 5.68     | 69271   |
| 101-000-228.009                    | DUE TO STATE-DELINQ S.E.T | KENT COUNTY TREASURER     | TAX DISBURSEMENT          | 5.24     | 69263   |
| 101-000-234.001                    | DUE INTERMED SCHL-DELINQ  | KENT INTERMEDIATE SCHOOL  | TAX DISBURSEMENT          | 4.10     | 69265   |
| 101-000-235.001                    | DUE TO COM COLLEGE-DELINQ | GRAND RAPIDS COMMUNITY CO | TAX DISBURSEMENT          | 1.56     | 69254   |
| 101-000-236.001                    | DUE TO LOWELL HISTORICAL  | LOWELL AREA HISTORICAL MU | TAX DISBURSEMENT          | 0.21     | 69270   |
| 101-000-274.000                    | UNDISTRIBUTED DELINQUENT  | GRAND RAPIDS COMMUNITY CO | TAX DISBURSEMENT          | 0.65     | 69254   |
| 101-000-274.000                    | UNDISTRIBUTED DELINQUENT  | KENT COUNTY TREASURER     | TAX DISBURSEMENT          | 2.21     | 69263   |
| 101-000-274.000                    | UNDISTRIBUTED DELINQUENT  | KENT INTERMEDIATE SCHOOL  | TAX DISBURSEMENT          | 1.73     | 69265   |
| 101-000-274.000                    | UNDISTRIBUTED DELINQUENT  | LOWELL AREA HISTORICAL MU | TAX DISBURSEMENT          | 0.09     | 69270   |
| 101-000-274.000                    | UNDISTRIBUTED DELINQUENT  | LOWELL AREA SCHOOLS       | TAX DISBURSEMENT          | 2.38     | 69271   |
| 101-000-285.001                    | DEPOSITS/RECYCLE CONTAIN  | CHRISTOPHER, HOLY         | RECYCLE BIN RETURN        | 25.00    | 69247   |
| 101-000-285.001                    | DEPOSITS/RECYCLE CONTAIN  | MELKILD, BRANDI           | RECYCLE BIN RETURN        | 10.00    | 69273   |
| 101-000-285.001                    | DEPOSITS/RECYCLE CONTAIN  | SEVERN, SANDY             | RECYCLE BIN RETURN        | 10.00    | 69290   |
| 101-000-285.001                    | DEPOSITS/RECYCLE CONTAIN  | VOSOVIC, SHARON           | RECYCLE BIN RETURN        | 5.00     | 69300   |
| Total For Dept 000                 |                           |                           |                           | 1,545.57 |         |
| Dept 101 COUNCIL                   |                           |                           |                           |          |         |
| 101-101-860.000                    | TRAVEL EXPENSES           | DEVORE, MICHAEL           | MILEAGE TO MML CONF IN FR | 131.08   | 69250   |
| Total For Dept 101 COUNCI          |                           |                           |                           | 131.08   |         |
| Dept 172 MANAGER                   |                           |                           |                           |          |         |
| 101-172-850.000                    | COMMUNICATIONS            | SPRINT                    | MONTHLY STATEMENT         | 51.75    | 69292   |
| Total For Dept 172 MANAGE          |                           |                           |                           | 51.75    |         |
| Dept 191 ELECTIONS                 |                           |                           |                           |          |         |
| 101-191-955.000                    | MISCELLANEOUS EXPENSE     | KENT COUNTY CLERK         | 2016 PRIMARY & GENERAL EL | 200.00   | 69262   |
| Total For Dept 191 ELECTI          |                           |                           |                           | 200.00   |         |
| Dept 209 ASSESSOR                  |                           |                           |                           |          |         |
| 101-209-740.000                    | OPERATING SUPPLIES        | KCI                       | ASSESSMENT NOTICES        | 105.77   | 69261   |
| 101-209-900.000                    | PRINTING                  | KCI                       | ASSESSMENT NOTICES        | 340.28   | 69261   |
| 101-209-900.000                    | PRINTING                  | LOWELL LEDGER             | STATEMENT OF ACCOUNT      | 114.00   | 69272   |
| 101-209-955.000                    | MISCELLANEOUS EXPENSE     | MMAAO                     | EDUCATION CLASS - JEFF RA | 50.00    | 69275   |
| Total For Dept 209 ASSESS          |                           |                           |                           | 610.05   |         |
| Dept 215 CLERK                     |                           |                           |                           |          |         |
| 101-215-860.000                    | TRAVEL EXPENSES           | MORLOCK, BETTY            | MILEAGE TO KCCA MEETINGS  | 54.57    | 69277   |
| 101-215-900.000                    | PRINTING                  | LOWELL LEDGER             | STATEMENT OF ACCOUNT      | 71.75    | 69272   |
| Total For Dept 215 CLERK           |                           |                           |                           | 126.32   |         |
| Dept 253 TREASURER                 |                           |                           |                           |          |         |
| 101-253-955.000                    | MISCELLANEOUS EXPENSE     | KENT COUNTY TREASURER     | DELINQ TAXES REDUCED 41-2 | 88.75    | 69263   |
| Total For Dept 253 TREASU          |                           |                           |                           | 88.75    |         |
| Dept 265 CITY HALL                 |                           |                           |                           |          |         |
| 101-265-730.000                    | POSTAGE                   | KCI                       | ASSESSMENT NOTICES        | 552.38   | 69261   |
| 101-265-730.000                    | POSTAGE                   | PURCHASE POWER            | ACCOUNT STATEMENT         | 2.66     | 69282   |
| 101-265-740.000                    | OPERATING SUPPLIES        | BERNARDS ACE HARDWARE     | STATEMENT OF ACCOUNT      | 58.95    | 69242   |
| 101-265-802.000                    | CONTRACTUAL               | RUESINK, KATHIE           | CLEANING SERVICES 2/14 -  | 330.00   | 69286   |
| 101-265-850.000                    | COMMUNICATIONS            | AT&T                      | MONTHLY STATEMENT         | 2,604.81 | 69239   |
| 101-265-850.000                    | COMMUNICATIONS            | AT&T LONG DISTANCE        | MONTHLY LONG DISTANCE STA | 252.93   | 69240   |
| 101-265-920.000                    | PUBLIC UTILITIES          | CONSUMERS ENERGY          | MONTHLY STATEMENT         | 1,424.10 | 69248   |
| 101-265-930.000                    | REPAIR & MAINTENANCE      | PROGRESSIVE HEATING COOLI | CITY HALL/POLICE R & M    | 141.25   | 69281   |
| 101-265-930.000                    | REPAIR & MAINTENANCE      | S.A. MORMAN & CO.         | CITY HALL R & M           | 700.00   | 69288   |
| Total For Dept 265 CITY H          |                           |                           |                           | 6,067.08 |         |
| Dept 294 UNALLOCATED MISCELLANEOUS |                           |                           |                           |          |         |
| 101-294-955.000                    | UNALLOCATED MISCELLANEOUS | STATE OF MICHIGAN         | SECURITY BOND REPORT 41-2 | 100.00   | 69293   |
| 101-294-955.000                    | MISCELLANEOUS EXPENSE     | C & D HUGHES, INC         | PARKING LOT, STREET & UTI | 4,997.83 | 69244   |

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| Fund 101 GENERAL FUND               |                           |                           |                           |           |         |
| Dept 294 UNALLOCATED MISCELLANEOUS  |                           |                           |                           |           |         |
| Total For Dept 294 UNALLO           |                           |                           |                           | 5,097.83  |         |
| Dept 301 POLICE DEPARTMENT          |                           |                           |                           |           |         |
| 101-301-626.000                     | REPORTS & FINGERPRINT FEE | STATE OF MICHIGAN         | SOR REGISTRATION          | 60.00     | 69294   |
| 101-301-727.000                     | OFFICE SUPPLIES           | RDJ SPECIALTIES, INC.     | POLICE- BADGE STICKERS    | 118.85    | 69283   |
| 101-301-850.000                     | COMMUNICATIONS            | AT&T                      | MONTHLY STATEMENT         | 1,896.38  | 69239   |
| 101-301-850.000                     | COMMUNICATIONS            | AT&T LONG DISTANCE        | MONTHLY LONG DISTANCE STA | 241.22    | 69240   |
| 101-301-850.000                     | COMMUNICATIONS            | SPRINT                    | MONTHLY STATEMENT         | 313.15    | 69292   |
| 101-301-850.000                     | COMMUNICATIONS            | VERIZON WIRELESS          | MONTHLY STATEMENT         | 158.49    | 69299   |
| 101-301-955.000                     | MISCELLANEOUS EXPENSE     | LERMA INC.                | MEMBERSHIP DUES - LESLIE  | 50.00     | 69268   |
| 101-301-957.000                     | TRAINING                  | CALIBRE PRESS             | LPD TRAINING - DUSTIN BRO | 259.00    | 69245   |
| 101-301-957.000                     | TRAINING                  | LAUREN, GORDY             | LPD TRAVEL EXPENSES       | 68.10     | 69266   |
| Total For Dept 301 POLICE           |                           |                           |                           | 3,165.19  |         |
| Dept 400 PLANNING & ZONING          |                           |                           |                           |           |         |
| 101-400-611.000                     | SITE PLAN REVIEW RETAINER | RON BLOOM BUILDER         | SITE PLAN BOND REFUND     | 350.00    | 69284   |
| Total For Dept 400 PLANNI           |                           |                           |                           | 350.00    |         |
| Dept 441 DEPARTMENT OF PUBLIC WORKS |                           |                           |                           |           |         |
| 101-441-740.000                     | OPERATING SUPPLIES        | BERNARDS ACE HARDWARE     | STATEMENT OF ACCOUNT      | 7.58      | 69242   |
| 101-441-802.000                     | CONTRACTUAL               | SPECTRUM HEALTH OCCUPATIO | DOT PHYSICAL - VANSETTERS | 64.00     | 69291   |
| 101-441-850.000                     | COMMUNICATIONS            | AT&T                      | MONTHLY STATEMENT         | 948.62    | 69239   |
| 101-441-850.000                     | COMMUNICATIONS            | AT&T LONG DISTANCE        | MONTHLY LONG DISTANCE STA | 51.62     | 69240   |
| 101-441-920.000                     | PUBLIC UTILITIES          | CONSUMERS ENERGY          | MONTHLY STATEMENT         | 869.10    | 69248   |
| Total For Dept 441 DEPART           |                           |                           |                           | 1,940.92  |         |
| Dept 747 CHAMBER/RIVERWALK          |                           |                           |                           |           |         |
| 101-747-920.000                     | CHAMBER UTILITIES         | CONSUMERS ENERGY          | MONTHLY STATEMENT         | 109.39    | 69248   |
| Total For Dept 747 CHAMBE           |                           |                           |                           | 109.39    |         |
| Dept 790 LIBRARY                    |                           |                           |                           |           |         |
| 101-790-740.000                     | OPERATING SUPPLIES        | BERNARDS ACE HARDWARE     | STATEMENT OF ACCOUNT      | 21.98     | 69242   |
| 101-790-802.000                     | CONTRACTUAL               | RUESINK, KATHIE           | CLEANING SERVICES 2/14 -  | 210.00    | 69286   |
| 101-790-850.000                     | COMMUNICATIONS            | AT&T                      | MONTHLY STATEMENT         | 345.53    | 69239   |
| 101-790-920.000                     | PUBLIC UTILITIES          | CONSUMERS ENERGY          | MONTHLY STATEMENT         | 950.66    | 69248   |
| 101-790-930.000                     | REPAIR & MAINTENANCE      | MODEL COVERALL SERVICE, I | LIBRARY RUGS              | 255.92    | 69276   |
| 101-790-930.000                     | REPAIR & MAINTENANCE      | PROGRESSIVE HEATING COOLI | LIBRARY R & M             | 89.00     | 69281   |
| Total For Dept 790 LIBRAR           |                           |                           |                           | 1,873.09  |         |
| Dept 804 MUSEUM                     |                           |                           |                           |           |         |
| 101-804-920.000                     | PUBLIC UTILITIES          | CONSUMERS ENERGY          | MONTHLY STATEMENT         | 557.48    | 69248   |
| 101-804-955.000                     | PROPERTY TAX DISTRIBUTION | LOWELL AREA HISTORICAL MU | TAX DISBURSEMENT          | 113.60    | 69270   |
| Total For Dept 804 MUSEUM           |                           |                           |                           | 671.08    |         |
| Total For Fund 101 GENERA           |                           |                           |                           | 22,028.10 |         |
| Fund 202 MAJOR STREET FUND          |                           |                           |                           |           |         |
| Dept 450 CAPITAL OUTLAY             |                           |                           |                           |           |         |
| 202-450-801.000                     |                           | WILLIAMS & WORKS INC.     | PROF SERVICES - JEFFERSON | 3,519.75  | 69302   |
| Total For Dept 450 CAPITA           |                           |                           |                           | 3,519.75  |         |
| Dept 463 MAINTENANCE                |                           |                           |                           |           |         |
| 202-463-802.000                     | CONTRACTUAL               | SANISWEEP, INC.           | STREET SWEEPING           | 800.00    | 69289   |
| 202-463-850.000                     | COMMUNICATIONS            | SPRINT                    | MONTHLY STATEMENT         | 12.69     | 69292   |
| Total For Dept 463 MAINTEN          |                           |                           |                           | 812.69    |         |
| Total For Fund 202 MAJOR            |                           |                           |                           | 4,332.44  |         |
| Fund 203 LOCAL STREET FUND          |                           |                           |                           |           |         |
| Dept 463 MAINTENANCE                |                           |                           |                           |           |         |
| 203-463-850.000                     | COMMUNICATIONS            | SPRINT                    | MONTHLY STATEMENT         | 12.68     | 69292   |
| Total For Dept 463 MAINTEN          |                           |                           |                           | 12.68     |         |
| Total For Fund 203 LOCAL            |                           |                           |                           | 12.68     |         |

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| Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY |                       |                           |                            |           |         |
| Dept 450 CAPITAL OUTLAY                 |                       |                           |                            |           |         |
| 248-450-801.000                         | PROFESSIONAL SERVICES | WILLIAMS & WORKS INC.     | PROF SERVICES - PARKING L  | 132.00    | 69302   |
| 248-450-970.000                         | CAPITAL OUTLAY        | LOWELL AREA ARTS COUNCIL  | HANDICAPPED RAMP           | 13,447.00 | 69269   |
| 248-450-970.000                         | CAPITAL OUTLAY        | C & D HUGHES, INC         | PARKING LOT, STREET & UTI  | 9,775.52  | 69244   |
| Total For Dept 450 CAPITA               |                       |                           |                            | 23,354.52 |         |
| Dept 463 MAINTENANCE                    |                       |                           |                            |           |         |
| 248-463-740.000                         | OPERATING SUPPLIES    | BERNARDS ACE HARDWARE     | STATEMENT OF ACCOUNT       | 55.96     | 69242   |
| Total For Dept 463 MAINTENANCE          |                       |                           |                            | 55.96     |         |
| Total For Fund 248 DOWNTOWN             |                       |                           |                            | 23,410.48 |         |
| Fund 581 AIRPORT FUND                   |                       |                           |                            |           |         |
| Dept 000                                |                       |                           |                            |           |         |
| 581-000-740.000                         | OPERATING SUPPLIES    | BERNARDS ACE HARDWARE     | STATEMENT OF ACCOUNT       | 26.61     | 69242   |
| 581-000-920.000                         | PUBLIC UTILITIES      | CONSUMERS ENERGY          | MONTHLY STATEMENT          | 545.67    | 69248   |
| 581-000-930.000                         | REPAIR & MAINTENANCE  | NELSON, ERIC              | BIG L - AIRPORT HANGAR DO  | 43.99     | 69278   |
| Total For Dept 000                      |                       |                           |                            | 616.27    |         |
| Total For Fund 581 AIRPORT              |                       |                           |                            | 616.27    |         |
| Fund 590 WASTEWATER FUND                |                       |                           |                            |           |         |
| Dept 000                                |                       |                           |                            |           |         |
| 590-000-043.000                         | DUE FROM EARTH TECH   | AT&T LONG DISTANCE        | MONTHLY LONG DISTANCE STA  | 339.18    | 69240   |
| 590-000-276.000                         | FLAT PENALTY          | ADMIRAL DISTRIBUTION CO   | UB refund for account: 1-  | 2.81      | 69238   |
| 590-000-276.000                         | Sewer Inside 5/8"     | DIEKEVERS, CAROLYN        | UB refund for account: 5-  | 12.15     | 69251   |
| 590-000-276.000                         | Sewer                 | HULTS, BOB                | UB refund for account: 1-  | 35.53     | 69258   |
| 590-000-276.000                         | Sewer Inside 5/8"     | USRY, HUNTER              | UB refund for account: 4-  | 6.16      | 69298   |
| Total For Dept 000                      |                       |                           |                            | 395.83    |         |
| Dept 550 TREATMENT                      |                       |                           |                            |           |         |
| 590-550-801.000                         | PROFESSIONAL SERVICES | PREIN & NEWHOF, INC.      | PROF SVC - WATER STREET    | 6,959.20  | 69280   |
| 590-550-801.000                         | PROFESSIONAL SERVICES | PREIN & NEWHOF, INC.      | PROF SVC - VALLEY VISTA L  | 2,131.50  | 69280   |
| 590-550-801.000                         | PROFESSIONAL SERVICES | PREIN & NEWHOF, INC.      | PROF SVC - SAW GRANT       | 16,015.40 | 69280   |
| 590-550-802.000                         | CONTRACTUAL           | SUEZ WATER ENVIRONMENTAL  | WWTP FEBRUARY 2017         | 36,276.24 | 69296   |
| Total For Dept 550 TREATMENT            |                       |                           |                            | 61,382.34 |         |
| Dept 551 COLLECTION                     |                       |                           |                            |           |         |
| 590-551-744.000                         | UNIFORMS              | MIERAS INDUSTRIAL SHOES   | BOOTS - VANSETTER/PHILLIP  | 100.00    | 69274   |
| 590-551-801.000                         | PROFESSIONAL SERVICES | PREIN & NEWHOF, INC.      | PROF SERVICES - S BROADWAY | 1,375.50  | 69280   |
| 590-551-802.000                         | CONTRACTUAL           | PLUMMERS ENVIRONMENTAL SE | SEWER CLEANING 1400 FOREM  | 14,035.35 | 69279   |
| 590-551-930.000                         | REPAIR & MAINTENANCE  | RYAN'S MODERN SEWER CLEAN | SEWER LINE MARSAC & LAFAY  | 570.00    | 69287   |
| Total For Dept 551 COLLECTION           |                       |                           |                            | 16,080.85 |         |
| Dept 552 CUSTOMER ACCOUNTS              |                       |                           |                            |           |         |
| 590-552-740.000                         | OPERATING SUPPLIES    | HOOPER PRINTING           | WATER BILL PAPER           | 94.75     | 69257   |
| 590-552-860.000                         | TRAVEL EXPENSES       | BARTLETT, SANDY           | MILEAGE FOR FEB 2017       | 31.30     | 69241   |
| Total For Dept 552 CUSTOMER             |                       |                           |                            | 126.05    |         |
| Total For Fund 590 WASTEWATER           |                       |                           |                            | 77,985.07 |         |
| Fund 591 WATER FUND                     |                       |                           |                            |           |         |
| Dept 000                                |                       |                           |                            |           |         |
| 591-000-276.000                         | Water Inside 5/8"     | ADMIRAL DISTRIBUTION CO   | UB refund for account: 1-  | 40.35     | 69238   |
| 591-000-276.000                         | Water Inside 5/8"     | DIEKEVERS, CAROLYN        | UB refund for account: 5-  | 12.31     | 69251   |
| 591-000-276.000                         | Water                 | HULTS, BOB                | UB refund for account: 1-  | 27.00     | 69258   |
| 591-000-276.000                         | Water                 | USRY, HUNTER              | UB refund for account: 4-  | 5.23      | 69298   |
| Total For Dept 000                      |                       |                           |                            | 84.89     |         |
| Dept 570 TREATMENT                      |                       |                           |                            |           |         |
| 591-570-740.000                         | OPERATING SUPPLIES    | USA BLUE BOOK             | WTP SUPPLIES               | 193.90    | 69297   |
| 591-570-740.000                         | OPERATING SUPPLIES    | BERNARDS ACE HARDWARE     | STATEMENT OF ACCOUNT       | 62.35     | 69242   |
| 591-570-743.000                         | CHEMICALS             | GRAYMONT CAPITAL INC.     | WTP - QUICKLIME            | 6,294.08  | 69255   |
| 591-570-850.000                         | COMMUNICATIONS        | AT&T                      | MONTHLY STATEMENT          | 376.80    | 69239   |
| 591-570-850.000                         | COMMUNICATIONS        | AT&T LONG DISTANCE        | MONTHLY LONG DISTANCE STA  | 31.71     | 69240   |

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| GL Number                            | Invoice Line Desc         | Vendor                      | Invoice Description       | Amount     | Check # |
|--------------------------------------|---------------------------|-----------------------------|---------------------------|------------|---------|
| Fund 591 WATER FUND                  |                           |                             |                           |            |         |
| Dept 570 TREATMENT                   |                           |                             |                           |            |         |
| 591-570-920.000                      | PUBLIC UTILITIES          | CONSUMERS ENERGY            | MONTHLY STATEMENT         | 486.91     | 69248   |
| 591-570-930.000                      | REPAIR & MAINTENANCE      | RS TECHNICAL SERVICES, IN   | WTP R & M                 | 2,823.78   | 69285   |
| 591-570-955.000                      | MISCELLANEOUS EXPENSE     | LOWELL LEDGER               | STATEMENT OF ACCOUNT      | 294.15     | 69272   |
| Total For Dept 570 TREATM            |                           |                             |                           | 10,563.68  |         |
| Dept 571 DISTRIBUTION                |                           |                             |                           |            |         |
| 591-571-744.000                      | UNIFORMS                  | MIERAS INDUSTRIAL SHOES     | BOOTS - VANSETTER/PHILLIP | 100.00     | 69274   |
| 591-571-850.000                      | COMMUNICATIONS            | SPRINT                      | MONTHLY STATEMENT         | 51.75      | 69292   |
| 591-571-850.000                      | COMMUNICATIONS            | VERIZON WIRELESS            | MONTHLY STATEMENT         | 18.18      | 69299   |
| 591-571-920.000                      | PUBLIC UTILITIES          | CONSUMERS ENERGY            | MONTHLY STATEMENT         | 203.30     | 69248   |
| 591-571-920.000                      | PUBLIC UTILITIES          | CONSUMERS ENERGY            | MONTHLY STATEMENT         | 136.39     | 69248   |
| 591-571-930.000                      | REPAIR & MAINTENANCE      | LEE'S TRENCHING SERVICE,    | R & M 504 E MAIN          | 1,115.00   | 69267   |
| 591-571-930.000                      | REPAIR & MAINTENANCE      | BERNARDS ACE HARDWARE       | STATEMENT OF ACCOUNT      | 324.40     | 69242   |
| Total For Dept 571 DISTRI            |                           |                             |                           | 1,949.02   |         |
| Dept 572 CUSTOMER ACCOUNTS           |                           |                             |                           |            |         |
| 591-572-740.000                      | OPERATING SUPPLIES        | HOOPER PRINTING             | WATER BILL PAPER          | 94.76      | 69257   |
| 591-572-860.000                      | TRAVEL EXPENSES           | BARTLETT, SANDY             | MILEAGE FOR FEB 2017      | 31.30      | 69241   |
| Total For Dept 572 CUSTOM            |                           |                             |                           | 126.06     |         |
| Total For Fund 591 WATER             |                           |                             |                           | 12,723.65  |         |
| Fund 636 DATA PROCESSING FUND        |                           |                             |                           |            |         |
| Dept 000                             |                           |                             |                           |            |         |
| 636-000-802.000                      | CONTRACTUAL               | DIGITAL OFFICE MACHINES,    | LPD COPY MACHING CONTRACT | 57.53      | 69252   |
| 636-000-802.000                      | CONTRACTUAL               | I2 INTEGRATION              | 2017 WEBSITE HOST FEES    | 300.00     | 69259   |
| Total For Dept 000                   |                           |                             |                           | 357.53     |         |
| Total For Fund 636 DATA P            |                           |                             |                           | 357.53     |         |
| Fund 661 EQUIPMENT FUND              |                           |                             |                           |            |         |
| Dept 895 FLEET MAINT. & REPLACEMENT  |                           |                             |                           |            |         |
| 661-895-740.000                      | OPERATING SUPPLIES        | BOUWHUIS SUPPLY, INC.       | FLOOR CLEANER             | 96.89      | 69243   |
| 661-895-740.000                      | OPERATING SUPPLIES        | STATE OF MICHIGAN           | 10 MUNICIPAL LICENSE PLAT | 130.00     | 69295   |
| 661-895-930.000                      | REPAIR & MAINTENANCE      | CARLETON EQUIPMENT          | EQUIP FUND R & M - CONNEC | 18.01      | 69246   |
| 661-895-930.000                      | REPAIR & MAINTENANCE      | CARLETON EQUIPMENT          | EQUIP FUND R & M          | 592.20     | 69246   |
| 661-895-930.000                      | REPAIR & MAINTENANCE      | GR CENTRAL IRON & STEEL I   | EQUIP R & M               | 184.00     | 69253   |
| 661-895-930.000                      | REPAIR & MAINTENANCE      | HAROLD ZEIGLER FORD, INC.   | EQUIP R & M               | 113.34     | 69256   |
| 661-895-930.000                      | REPAIR & MAINTENANCE      | JX PETERBILT GRAND RAPIDS   | EQUIP R & M               | 750.00     | 69260   |
| 661-895-930.000                      | REPAIR & MAINTENANCE      | WEST MICHIGAN INTERNATIONAL | EQUIP FUND R & M          | 124.30     | 69301   |
| 661-895-930.000                      | REPAIR & MAINTENANCE      | BERNARDS ACE HARDWARE       | STATEMENT OF ACCOUNT      | 5.58       | 69242   |
| Total For Dept 895 FLEET             |                           |                             |                           | 2,014.32   |         |
| Total For Fund 661 EQUIPM            |                           |                             |                           | 2,014.32   |         |
| Fund 703 CURRENT TAX COLLECTION FUND |                           |                             |                           |            |         |
| Dept 000                             |                           |                             |                           |            |         |
| 703-000-222.000                      | DUE TO COUNTY-CURRENT TAX | KENT COUNTY TREASURER       | TAX DISBURSEMENT          | 64,093.54  | 69263   |
| 703-000-223.000                      | DUE TO LIBRARY            | KENT DISTRICT LIBRARY       | TAX DISBURSEMENT          | 47,658.13  | 69264   |
| 703-000-225.000                      | DUE TO SCHOOLS            | LOWELL AREA SCHOOLS         | TAX DISBURSEMENT          | 342,487.41 | 69271   |
| 703-000-228.009                      | DUE TO STATE-S.E.T.       | KENT COUNTY TREASURER       | TAX DISBURSEMENT          | 2,813.32   | 69263   |
| 703-000-234.000                      | DUE TO INTERMED SCH DISTR | KENT INTERMEDIATE SCHOOL    | TAX DISBURSEMENT          | 2,246.07   | 69265   |
| 703-000-235.000                      | DUE TO COMMUNITY COLLEGE  | GRAND RAPIDS COMMUNITY CO   | TAX DISBURSEMENT          | 837.60     | 69254   |
| 703-000-274.001                      | UNDISTRIBUTED PA 198 TAXE | GRAND RAPIDS COMMUNITY CO   | IFT DISTRIBUTION 2016     | 220.09     | 69254   |
| 703-000-274.001                      | UNDISTRIBUTED PA 198 TAXE | KENT DISTRICT LIBRARY       | IFT DISTRIBUTION 2016     | 157.69     | 69264   |
| 703-000-274.001                      | UNDISTRIBUTED PA 198 TAXE | LOWELL AREA HISTORICAL MU   | IFT DISTRIBUTION 2016     | 29.85      | 69270   |
| 703-000-274.001                      | UNDISTRIBUTED PA 198 TAXE | LOWELL AREA SCHOOLS         | IFT AND DEBT & BUILDING   | 5,824.12   | 69271   |
| 703-000-274.001                      | UNDISTRIBUTED PA 198 TAXE | KENT COUNTY TREASURER       | SUMMER IFT                | 527.32     | 69263   |
| 703-000-274.001                      | UNDISTRIBUTED PA 198 TAXE | KENT COUNTY TREASURER       | WINTER IFT                | 219.19     | 69263   |
| Total For Dept 000                   |                           |                             |                           | 467,114.33 |         |
| Total For Fund 703 CURREN            |                           |                             |                           | 467,114.33 |         |

03/03/2017 02:43 PM  
User: LORI  
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 03/01/2017 - 03/03/2017  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 5/6

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
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03/03/2017 02:43 PM  
User: LORI  
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
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BOTH OPEN AND PAID

Page: 6/6

| GL Number    | Invoice Line Desc | Vendor | Invoice Description       | Amount     | Check # |
|--------------|-------------------|--------|---------------------------|------------|---------|
| <hr/>        |                   |        |                           |            |         |
| Fund Totals: |                   |        |                           |            |         |
|              |                   |        | Fund 101 GENERAL FUND     | 22,028.10  |         |
|              |                   |        | Fund 202 MAJOR STREET FUN | 4,332.44   |         |
|              |                   |        | Fund 203 LOCAL STREET FUN | 12.68      |         |
|              |                   |        | Fund 248 DOWNTOWN DEVELOP | 23,410.48  |         |
|              |                   |        | Fund 581 AIRPORT FUND     | 616.27     |         |
|              |                   |        | Fund 590 WASTEWATER FUND  | 77,985.07  |         |
|              |                   |        | Fund 591 WATER FUND       | 12,723.65  |         |
|              |                   |        | Fund 636 DATA PROCESSING  | 357.53     |         |
|              |                   |        | Fund 661 EQUIPMENT FUND   | 2,014.32   |         |
|              |                   |        | Fund 703 CURRENT TAX COLL | 467,114.33 |         |
|              |                   |        |                           | <hr/>      |         |
|              |                   |        |                           | 610,594.87 |         |



**LOWELL CITY COUNCIL  
MEMORANDUM**

**DATE: March 3, 2017**

**TO: Mayor DeVore and the City Council**

**FROM: Michael T. Burns, City Manager** *MTB*

**RE: Medical Marijuana**

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Nick Curcio, an Attorney from Dickinson Wright, will be present this evening to provide an update to the City Council about the changes in the Medical Marijuana laws that occurred on December 20, 2017. A Powerpoint presentation is attached to this.

No action will need to be taken this evening.



# LOWELL CITY COUNCIL MEMORANDUM

**DATE:** March 3, 2017

**TO:** Mayor DeVore and the City Council

**FROM:** Michael T. Burns, City Manager *MB*

**RE:** Risk Management

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Dustin Drabek is our Risk Manager from the Michigan Township Participating Plan. He will be providing an update as to what his role is in assisting the City. He will also be talking about an assessment of our city that he conducted last summer. I have attached letters of recommendations he made from that audit.

Your questions are encouraged as this is a very good topic the City Council needs to be aware of.

No action needed to be taken.



MICHIGAN TOWNSHIP

PARTICIPATING PLAN

December 9, 2016

Lori Gerard, Township Deputy Treasurer  
City of Lowell  
301 N. Main St  
Lowell MI 49331

Dear Mrs. Gerard,

The Michigan Township Participating Plan Risk Control Department previously made recommendations to the City of Lowell in an effort to assist the City and its services in reducing existing or potential liability exposures in addition to complying with policy underwriting requirements.

- Ongoing driving record reviews are an essential risk managing tool in daily operations such as yours.

***We would appreciate you notifying the Risk Control Department as to the progress of your enrollment in the State of Michigan free enrollment program to obtain continuous driving record information for personnel driving departmental vehicles or their own vehicles on behalf of the department. This notification can be forwarded to the MTPP Risk Control Department via fax at 248-371-3069 or mail to: MTPP Risk Control Department 1700 Opdyke Court, Auburn Hills, Michigan 48326.***

However, in the event you are in need of additional assistance regarding this recommendation, please contact the Risk Control Department.

Thank you and we look forward to a continued, good working relationship with the City of Lowell.

Respectfully,

Dustin Drabek, Risk Control Representative  
Michigan Township Participating Plan (MTPP)

Cc:  
Judie Miljan, BHS Insurance Agency  
Maureen Metzger, MTPP Underwriter



MICHIGAN TOWNSHIP

PARTICIPATING PLAN

**City of Lowell Police Department  
MCG Completion Checklist For  
Michigan Township Participating Plan Risk Control Department**

**Operation Policies**

☐ ADAA ARRESTS

**Administration Policies**

☐ DRIVING RECORD REVIEW

☐ SOCIAL MEDIA

**Notice of compliance of the above policies should be forwarded to the MTPP Risk Control Department no later than 120 days (*on or before November 30, 2016*). Notification can be sent via fax at 248-371-3069 or mail to: MTPP Risk Control Department 1700 Opdyke Court, Auburn Hills, Michigan 48326.**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved by Board Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



MICHIGAN TOWNSHIP

PARTICIPATING PLAN

August 8, 2016

Lori Gerard, Township Deputy Treasurer  
City of Lowell  
301 N. Main St  
Lowell MI 49331

Dear Mrs. Gerard,

I would like to thank you for taking the time recently to meet with Risk Control to discuss the operations of the City of Lowell. This action allows the Risk Control Department to assist the municipal entity and its services in identifying existing and potential liability exposures that may be present in day-to-day operations such as yours.

Upon review of the information gathered and discussed during our meeting, please allow me to offer the following comments and recommendations:

- A critical issue facing many public entities today is the operation of municipal owned vehicles. Negligent operation of these vehicles could present an exception to governmental immunity. To help protect yourself from this exception it is recommended driving record reviews be performed on all personnel operating municipal vehicles. This will assist in identifying potential liability exposures involving operation of vehicles.
- There is a subscription program available through the State of Michigan Bureau of Driver and Vehicle Records that allows the municipal entity to submit the names and driver's license numbers of personnel on the municipals entities letterhead to participate in this program **at no charge** to the municipal entity. Once enrolled, a copy of individual driving records will be sent to the municipal entity whenever there is a change in status of an individual's driver license due to a traffic violation. While enrolled in this program, the municipal entity would only need to notify the Secretary of State when a new employee is added or to remove a former employee from the program. **(The municipal entity should notify all personnel of the implementation of this program)**

***There are two (2) ways to obtain the forms to participate in the Subscription program;***

1. Access the State of Michigan website: [www.michigan.gov/SOS](http://www.michigan.gov/SOS)
  - Left side of page select Other Business Services
  - Select Driving and Vehicle Record Request
  - Select Driving Record Subscription Service
  - Complete Form and submit

A Subscription pack will be e-mailed within five (5) business days.

***If you do not have internet access you may do the following:***

2. Submit your request on municipal entities letterhead with the following information:
  - Program you are interested in (Subscription Program)
  - Municipal entities name and address
  - Contact person
  - Contact person's telephone and fax numbers

Submit your paper request (mail or fax) to the following address:

Michigan Department of State  
Bureau of Driver and Vehicle Record  
Attn: Commercial Services Section  
7064 Crowner Drive  
Lansing, MI 48918  
Fax Number: (517) 322-3456  
Questions contact: (517) 322-6281

Risk Control recommendations are made in an effort to assist our clients in reducing exposures in addition to complying with policy and underwriting requirements.

***We are encouraging you to take advantage of this free program. We would appreciate you notifying the Risk Control Department as to the progress of this enrollment.***

In the event you are in need of additional resource material, or assistance regarding this recommendation, please contact the Risk Control Department.

Thank you and we look forward to a continued, good working relationship with you and the City of Lowell.

Respectfully,



Dustin Drabek, Risk Control Representative  
Michigan Township Participating Plan (MTPP)

Cc:

Judie Miljan, BHS Insurance Agency  
Maureen Metzger, MTPP Underwriter



**MICHIGAN TOWNSHIP**

**PARTICIPATING PLAN**

August 8, 2016

Lori Gerard, Township Deputy Treasurer  
City of Lowell  
301 N. Main St  
Lowell MI 49331

Dear Mrs. Gerard,

I would like to take this opportunity to thank you once again for taking the time to meet with me recently to discuss the operations of the City of Lowell. Our meeting allows the Risk Control Department to assist the City and its services in reducing any existing and/or potential liability exposures that may be present in your day-to-day operations.

Upon review of the information gathered during our meeting, and pursuant to our conversation, please allow me to offer the following comments and recommendations:

- The City should consider having all contracts for services reviewed every 1-3 years. If possible, Risk Control advises the City to have their legal counsel review all contracts as well. This will allow the City and their legal counsel to ensure contracts address pertinent areas specific to the contractor's involvement with the City and provide for a better defense in the case of potential litigation.
- The City should continue to ensure that all contracts for services or use of City owned buildings by outside leases/renters are in written format and that each separate agreement contains a hold harmless clause. In addition, the City should ensure that certificates of insurance be obtained from any service provider, renter, or leasing party. The City should request to be named as an additional insured on the insurance policy. This action will assist in transferring and reducing potential liability losses caused by the service provider.
- The City manuals in each area of operation of the City should all be of the same wording. This action will ensure consistency with the personnel manuals and will reduce the potential for misinterpretation of what standards personnel are expected to adhere to

- The City should address criminal background check for all employees and annually conduct reviews accordingly. This will help reduce future liabilities from employees. It is recommended that criminal background checks be performed on any prospective employee. This can be accomplished directly through the Michigan Department of State Police ICHAT program, which is a **free** service to all governmental agencies. To enroll in this program and gain access to ICHAT, the City may contact Marci Tharsher, ICHAT Coordinator at [cjicichathelp@michigan.gov](mailto:cjicichathelp@michigan.gov) or call 517-241-0713 to obtain an agency access code. Or, a letter can be either mailed or faxed to the following:

**Marci Tharsher, ICHAT Coordinator**  
**Michigan State Police**  
**Criminal Justice Information Center**  
**P.O. Box 30684**  
**Lansing, MI 48909**  
**Fax: 517-241-0866**

Should you have any questions regarding the comments and recommendations, or any other questions regarding liability issues, please do not hesitate to contact the Risk Control Department or myself at any time.

Again, I appreciate the time you took to meet with me. The Michigan Township Participating Plan and the Risk Control Department looks forward to a continued and good working relationship with the City of Lowell and its services.

Respectfully,



Dustin Drabek, Risk Control Representative  
Michigan Township Participating Plan (MTPP)

Cc:

Judie Miljan, BHS Insurance Agency  
Maureen Metzger, MTPP Underwriter



**MICHIGAN TOWNSHIP**

**PARTICIPATING PLAN**

August 8, 2016

Steven Bukala, Police Chief  
City of Lowell  
301 E. Main St.  
Lowell MI 49331

Dear Chief Bukala,

I would like to take this opportunity to thank you for taking the time to meet with me recently to discuss the operations of the City of Lowell Police Department. Our meeting allows the Risk Control Department to assist the Department in reducing any existing and/or potential liability exposures that may be present in your day-to-day operations.

During our meeting we discussed the various operations of the Department including Policy and Procedures. After review of this information, I have taken this opportunity to develop a Member Compliance Guideline (MCG) for your Department. Our ultimate goal is to work with you and your Department to complete the MCG. As part of this process, enclosed you will find an MCG Completion Checklist.

I am available to assist your Department and to answer any questions you may have during this process. Also enclosed with this letter is a CD containing all of the necessary information to assist the Department in completing the outlined completion checklist. On this CD, you will also find additional policies and procedures that will guide personnel in dealing with situations not addressed in the outlined checklist, which the Department should consider implementing as they pertain to your Department's operations.

The purpose of the MCG is to assist the Department in addressing the key areas of law enforcement as they pertain to your Department's operations along with keeping personnel aware of what is expected of them during their course of employment with the Department.

The Department should develop, implement and/or update the following Standard Operating Procedures:

Operation Policies:

- ADAA Arrests

Administration Policies:

- Driving Record Review
- Social Media

Enclosed, you will find an **MCG Completion Checklist** to track your progress and forward to the Risk Control Department upon completion. **These areas should be addressed by the Department within 120 days (on or before November 30, 2016) to become compliant with the recommendations contained within the completion checklist.**

In addition to the above addressing policies and procedures, please allow me to offer the following comments and recommendations for your consideration:

Additional Policies:

- Critical Incident Stress Debriefing
- Barricaded Subjects
- Civil Disturbance
- Line Of Duty Death
- Transportation Of Hazardous Materials

In the event you have questions regarding your MCG, the recommendations, other areas of liability, or if I can be of further assistance, please do not hesitate to contact me at any time. Again, I am available to assist you throughout this process and to answer any questions you may have. We appreciate you taking a proactive approach in assisting us with adhering to Underwriting and Reinsurance requirements.

Again, thank you for the time you took to meet with me. The Michigan Township Participating Plan and the Risk Control Department look forward to a continued and good working relationship with you and the City of Lowell Police Department.

Respectfully,



Dustin Drabek, Risk Control Representative  
Michigan Township Participating Plan (MTPP)

Cc:

Lori Gerard, Deputy Treasurer  
Judie Miljan, BHS Insurance Agency  
Maureen Metzger, MTPP Underwriter



**MICHIGAN TOWNSHIP**

**PARTICIPATING PLAN**

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August 12, 2016

Lori Gerard, Deputy Township Treasurer  
City of Lowell  
301 N. Main St  
Lowell MI 49331

RE: City Show Boat located on the Riverwalk (Flat River)

Dear Mrs. Gerard,

I would like to thank you for taking the time to meet with me last week regarding the operations of the City of Lowell. As we discussed, the City owned Show Boat is in a state of disrepair and is in need of specific maintenance attention. In 2013, the City had the boat inspected by a Forensic Engineering Firm following the large scale flooding of the Grand and Flat Rivers in April 2013. The Engineering Firm recommended several corrections to structural parts of the boat (i.e. wooden blocking, joint hanger supports, and stairway reinforcement). Per the City, the structural recommendations were corrected and follow up documentation was recorded.

In addition to the structural recommendations, the Engineering Firm requested the City have the boat re-inspection in late fall to determine what corrections would need to be made to the bottom of the boat, and the river floor to which the boat rest on. The Engineering Firm found the boat was listing 10%-12% degrees to the left side because the bottom of the boat settled into the river floor. Base on the listing and structural issues; the boat was deemed unsafe to the general public until all corrections and inspections could be completed. As of this year, a follow up inspection of the bottom of the boat has not been completed.

Because the Show Boat is such an integral part of the Cities Special Events and a fixture along the water front, corrective measures to the boat need to reviewed. Risk Control is recommending the City to develop a comprehensive plan to address the issues of the Show Boat. The comprehensive plan should also address future maintenance, costs, and scheduling of inspections to ensure the boat does not fall into disrepair again in the future. By developing this comprehensive plan, the City will be able to continue to use the boat for future events and provide a safe platform for people to enjoy the riverfront on. Risk Control recognizes the importance of the Show boat and wants to ensure future use of the boat is conduct in the safest manner possible.

Please feel free to contact me if you have any questions regarding this matter. I thank you for your cooperation and look forward to a continued, good working relationship with you and the City of Lowell

Respectfully,

A handwritten signature in black ink, appearing to read 'Dustin Drabek', with a stylized, flowing script.

Dustin Drabek, Risk Control Representative  
Michigan Township Participating Plan (MTPP)

Cc:

Judie Miljan, BHS Insurance Agency  
Maureen Metzger, MTPP Underwriter



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**MICHIGAN TOWNSHIP**

**PARTICIPATING PLAN**

---

August 8, 2016

Rich La Bombard, City DPW Director  
City of Lowell  
217 S. Hudson  
Lowell MI 49331

Dear Mr. La Bombard,

I would like to take this opportunity to thank you once again for taking the time to meet with me recently to discuss the operations of the City of Lowell DPW Department. Our meeting allows the Risk Control Department to assist the City DPW Department and its services in reducing any existing and/or potential liability exposures that may be present in your day-to-day operations.

Upon review of the information gathered during our meeting, and pursuant to our conversation, please allow me to offer the following comments and recommendations:

- While touring the Riverwalk, Risk Control reviewed a wooden floating rowing dock in poor condition. The deck boards are cracking, there is moss growing in between the boards, and the floats are questionable. The dock is secured to the sea wall via 2 small metal cables, and when you stand on the dock, the dock moves roughly 12 inches from the sea wall. The City DPW Department should review the decking on the floating dock. Boards showing signs of wear should be replaced.

The floating dock should be re-secured to the sea wall to prevent the 12 inch gap between the sea wall and floating dock. Once the dock is re-secured, the gap between the float dock and the sea wall should not be more than 2 inches.

- While touring the Dog Park Area within Stoney Lakeside Park, Risk Control found the pavilion roof was in poor condition. The Department should review the roof and completed the necessary repairs.

Should you have any questions regarding the comments and recommendations, or any other questions regarding liability issues, please do not hesitate to contact the Risk Control Department or myself at any time.

Again, I appreciate the time you took to meet with me. The Michigan Township Participating Plan and the Risk Control Department looks forward to a continued and good working relationship with the City of Lowell DPW Department and its services.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Dustin Drabek', with a stylized, flowing script.

Dustin Drabek, Risk Control Representative  
Michigan Township Participating Plan (MTPP)

Cc:

Lori Gerard, City Deputy Treasurer

Judie Miljan, BHS Insurance Agency

Maureen Metzger, MTPP Underwriter



MICHIGAN TOWNSHIP

PARTICIPATING PLAN

November 14, 2016

Steven Bukala, Police Chief  
City of Lowell  
301 E. Main St.  
Lowell MI 49331

Dear Chief Bukala,

The Michigan Township Participating Plan Risk Control Department would like to take this opportunity to thank you for your response to our previous risk control recommendations. The prior recommendations were related to the development of Department SOP's for the City of Lowell Police Department.

***This letter will serve as written acknowledgement of compliance to our recommendation(s). By copy of this letter we are notifying our underwriting department of your cooperation and compliance of policy underwriting requirements.***

***Again we appreciate your cooperation and collaborative effort in taking the necessary steps to accomplish this goal.***

Remember that in the event your Department is in need of resource material or if we may be of further assistance to you please contact the Risk Control Department.

We look forward to a continued, good working relationship with you and the City of Lowell Police Department.

Respectfully,

Dustin Drabek, Risk Control Representative  
Michigan Township Participating Plan (MTPP)

Cc:

Lori Gerard, Deputy Treasurer  
Judie Miljan, BHS Insurance Agency  
Maureen Metzger, MTPP Underwriter



MICHIGAN TOWNSHIP

PARTICIPATING PLAN

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August 12, 2016

Lori Gerard, Deputy Township Treasurer  
City of Lowell  
301 N. Main St  
Lowell MI 49331

RE:

Wood Stoves within City rental property (990 Washington) and the Airport Administration Office

Dear Mrs. Gerard,

I would like to thank you for taking the time to meet with me last week regarding the operations of the City of Lowell. As we discussed, I noted wood stoves were present within the Cities rental home located at 990 Washington, and at within the City Airport Administration Building. The stoves pose a significant liability exposure both as a fire hazard and also as a source for potential burn injuries.

Considering the use of the buildings and the severity of the exposures from the woodstove, it is strongly recommended that the stove be removed from the buildings or permanently closed by October 31, 2016. I would also request that I be notified when the stove removals or permanent closure is completed. Notification can be completed via email, text, or USPS mail.

**Email:**

[ddrabek@tmhcc.com](mailto:ddrabek@tmhcc.com)

**Text:**

248-535-7926

**USPS Mail:**

Attn: Risk Control  
11031 Berwick St.  
Livonia MI 48150

Please feel free to contact me if you have any questions regarding this matter. I thank you for your cooperation and look forward to a continued, good working relationship with you and the City of Lowell

Respectfully,

A handwritten signature in dark ink, appearing to read 'Dustin Drabek', with a stylized, flowing script.

Dustin Drabek, Risk Control Representative  
Michigan Township Participating Plan (MTPP)

Cc:

Judie Miljan, BHS Insurance Agency  
Maureen Metzger, MTPP Underwriter

**CITY OF LOWELL  
KENT COUNTY, MICHIGAN**

**RESOLUTION NO. 04-17**

**RESOLUTION DECLARING INTENT OF THE CITY TO REIMBURSE  
ITSELF FOR THE COST OF ACQUIRING CERTAIN EQUIPMENT  
PURCHASES WITH PROCEEDS OF CERTAIN INSTALLMENT  
PURCHASE AGREEMENTS**

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

moved the adoption of the following resolution:

**WHEREAS**, the City intends to finance the costs of acquiring a (a) wheel loader and skid steer loader for use by the City's Public Works Department and (b) three stage natural gas compressor for use by the Department of Light and Power (collectively the "Public Equipment") pursuant to installment purchase agreements (the "Purchase Agreements") in accordance with Act 99 of the Public Acts of Michigan of 1933, as amended ("Act 99"); and

**WHEREAS**, the City desires to express its intent to reimburse itself the cost of the Public Equipment from proceeds of the Purchase Agreements pursuant to Act 99.

**NOW, THEREFORE, BE IT HEREBY RESOLVED:**

1. That the City, pursuant to Section 1.150-2 of Treasury Regulations promulgated pursuant to the Internal Revenue Code of 1984, as amended, declares its intent to reimburse itself the costs of acquiring the Public Equipment from proceeds of the Purchase Agreements.
2. That a copy of this resolution shall be available for public inspection at the office of the City Clerk at the City Hall, 301 E. Main Street, Lowell, Michigan.
3. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded to the extent of such conflict.

YES: Councilmembers \_\_\_\_\_

\_\_\_\_\_

NO: Councilmembers \_\_\_\_\_

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

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

**RESOLUTION DECLARED ADOPTED.**

Dated: March 6, 2017

\_\_\_\_\_  
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 March 6, 2017, 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: March 6, 2017

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

# Memorandum

To: Lowell Light and Power Board  
From: Steve Donkersloot  
Date: March 2, 2017  
Re: Access Point Inc. Commercial Service Agreement

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Included in your packet is a three year Commercial Service Agreement (CSA) with Access Point Inc. to provide the telephone service (phone numbers, fax lines, ability to make phone calls, etc.) and backup internet line for our soon-to-be VOIP Phone Project. The terms and conditions of the CSA have been reviewed and approved by City Attorney Dick Wendt.

The Agreement includes fixed charges of a monthly recurring cost of \$772.57 (could increase or decrease depending on a host of factors that I would be happy to discuss) and a one-time, non recurring cost of \$307.45. In addition to these fixed costs, there is a \$.0199 per minute long distance variable charge that will apply to any long distance calls. The fixed costs will be pro-rated amongst all departments of the City while any future long distance charges will be allocated to the department incurring the charges.

NetLink Technologies, the broker that IP Consulting utilizes to handle this portion of the project, received multiple quotes for this service with Access Point Inc. being the cheapest.

It is staff's recommendation to approve the three year CSA with Access Point Inc.

## **Commercial Service Agreement**

This Commercial Service Agreement is made and entered into on this date of March 1, 2017, by City of Lowell (the "Company", "Customer", "We", "I") with a principal place of business at 301 East Main St., Lowell, MI 49331, for Telecommunication Services provided by Access Point, Inc. (API), a North Carolina corporation with a principal place of business at 1100 Crescent Green, Suite 109, Cary, NC 27518.

### **Service Agreement**

1. Services - Customer agrees that we are hereby purchasing and shall use the services ("Services") described in the Service Authorizations of this Commercial Service Agreement and upon the service terms and conditions as provided herein.

2. Service Rates and Fees - Customer agrees that we shall pay for the Services at the rates and fees shown in the Service Authorizations. We understand that all fees shown are monthly recurring charges ("MRCs") except where described as installation, activation, special construction or other non-recurring charges ("NRCs").

3. Additional Services - Customer agrees that any telecommunication service types and/or any locations of the Company that are subsequently added to the Services and/or locations described in this agreement shall also be governed by the terms and conditions of this Commercial Service Agreement. Further, Customer agrees that all separate Service Authorizations for additional services and/or locations shall be executed by a duly authorized representative of the Company and shall then become attached to this agreement. We further agree that the Company shall pay for any other additional ancillary Access Point, Inc. services used by the Company that are not shown in the Service Authorizations at the rates and fees published in the applicable Access Point, Inc. Rate Plan(s) and/or filed Tariff(s) for each additional service used.

4. Taxes and Regulatory Fees - Customer acknowledges that we shall pay all applicable taxes and regulatory fees associated with the Services. We understand and agree that Access Point, Inc. will add all applicable taxes and fees to the monthly billing invoices, including, but not limited to, Federal, State and Local Taxes, Federal and State Universal Service Fund Charges, FCC Network Access Charges, Local Number Portability (LNP) Surcharges, 911 Fees, Pay Per Call Surcharges, Telecom Relay Surcharges and Pre-subscribed Interexchange Carrier Charges (PIC-C). We further understand and agree that all taxes and regulatory fees are subject to change during the Term of the Agreement.

5. Credit Application - Customer hereby authorizes Access Point, Inc. to conduct a credit investigation to determine credit worthiness. We represent that the Company named herein has the financial ability and willingness to pay for all invoices for the terms, pricing, and services as specified. We understand that Access Point, Inc. reserves the right to refuse to provide service to, or require a deposit for service from, any customer that Access Point, Inc. determines has insufficient credit worthiness. Credit worthiness for use of the Services shall be determined initially by review of customer's business credit report and scores. In the event that Customer does not have an established report or, in any case that the report does not contain sufficient information to adequately establish credit worthiness for the Services, then Customer agrees to submit any additional credit information necessary, upon request by Access Point, Inc., to conduct an adequate credit investigation. The privacy of all credit information provided will be protected according to Access Point, Inc.'s Privacy Policy which can be viewed at [www.accesspointinc.com](http://www.accesspointinc.com).

6. Standard Terms and Conditions - We hereby agree and understand that all Access Point, Inc. services are governed by the Standard Terms and Conditions published on the Access Point, Inc. website at [www.accesspointinc.com](http://www.accesspointinc.com). We affirm that we have read and understand the Standard Terms and Conditions. We agree that the Customer named herein shall comply with, and be bound by, the Standard Terms and Conditions in all aspects of, and in all matters pertaining to, the use of any services purchased from Access Point, Inc.

7. Modifications and Addendums - We agree that only an authorized Executive of Access Point, Inc. may agree to, and approve, any modifications to this Commercial Service Agreement or any part of the published Standard Terms and Conditions or may agree to, and approve, any addendums attached hereto.

8. CPNI - Customer Proprietary Network Information is any information about the quantity, technical configuration, type, destination, location and amount of a customer's use of its telecommunication services and related billing information. Access Point, Inc. upholds the regulations regarding the protection of CPNI and safeguards this information. It is also our responsibility to provide each customer with the ability to restrict the use of its CPNI by Access Point, Inc. to market additional products and services to our customers for which they do not currently subscribe by "Opting Out". You may provide notification to Opt Out and thereby restrict the use of your CPNI at the Access Point, Inc. website at [www.accesspointinc.com](http://www.accesspointinc.com). We assume permission to use your CPNI is granted unless you notify us that you wish to opt out.

## **Commercial Service Agreement**

### **Term Agreement**

9. Term Agreement Period - The Customer named herein agrees to retain all of the services as shown in the Service Authorizations with Access Point, Inc. for the entire term period stated below for each customer location included in the Service Authorizations. We further agree to be bound by the terms and conditions of the Term Agreement as stated in the Standard Terms and Conditions.

Term of Agreement: 3 Year Term Period

10. Early Termination - In exchange for this commitment, these services will be provided at the service rates and fees shown during the entire term period. If any of these services are cancelled or moved to another service provider prior to the end of this term period, the Customer named herein will then pay to Access Point, Inc. an Early Termination Fee(s) ("ETF", "ETFs") in accordance with the terms of the service(s) cancelled, as described in the Service Authorizations. Payment of ETFs will be due within 30 days from the date of termination.

11. Liquidated Damages - We acknowledge that Access Point, Inc.'s damages for early termination would be difficult to determine and that the ETFs constitute liquidated damages and are not intended as a penalty but as a mutually-agreed upon amount representing, but not limited to, lost revenue, proportionate or actual third party costs and capital expenditures, and internal costs. All such amounts will become immediately due and payable by Customer to Access Point, Inc.

### **Service Guarantee**

12. Service Guarantee - Access Point Inc. provides a guarantee of satisfactory service. If, at any time, Customer is not satisfied with the service quality of any of the Telecommunication Services provided, you may notify Access Point, Inc. in writing of the specific problem. Access Point, Inc. will make every effort to cure the service deficiency in a timely manner. If Access Point, Inc. is not able to correct the service problem to Customer's reasonable satisfaction within fifteen days of receiving written notice, you may terminate the affected service or services without application of an ETF. All requirements of this Service Guarantee as stated herein must be adhered to and fulfilled by Customer, including written notification of the specific problem and allowance for a 15 day cure period, for termination of the affected Service(s) without penalty. During the 15 day cure period, Customer must provide reasonable assistance to Access Point Inc. by responding to requests for information and status of the problem. Failure to do so may vacate Customer's rights under this Service Guarantee. Release of the affected Service(s) from the Agreement must be provided to Customer by Access Point Inc. executive management in written form. Any release given, in either oral form or in written form by any other department or by a sales agent, shall not be valid.

If, at any time the affected services represent more than thirty five percent (35%) of the total Telecommunications Services provided, for either a singular occurrence or cumulatively over a one year period, then Customer may cancel the Commercial Service Agreement, in total, without any ETFs becoming applicable.

## Service Authorization

City of Lowell  
301 East Main St.  
Lowell, MI 49331

We hereby agree that the services described on this Service Authorization shall be added to our Access Point, Inc. telecommunications service account and that these Services shall be provided in accordance with, and subject to, our Commercial Service Agreement ("CSA") currently in effect.

We further agree to retain all of the services as shown in the Service Authorizations with Access Point, Inc. for the entire term period stated for each customer location included in the Service Authorizations. We further agree to be bound by the terms and conditions of the Term Agreement as stated in the Standard Terms and Conditions.

### Early Termination Fees

The ETF for Local Telephone ("POTS") services and/or switched Long Distance services shall be calculated as \$100.00 per cancelled service location multiplied by the number of months remaining in the term period. The ETF for any and all other Services shall be 80% of the total Monthly Recurring Charges ("MRCs") for the cancelled services multiplied by the number of months remaining in the term period (taxes not included), plus any unpaid activation, installation and/or special construction charges and all other fees, whether previously waived or not, less amounts already paid. ETFs for POTS and /or Long Distance and ETFs for all other Services shall be cumulative and shall not offset one or the other in any manner.

### Service Terms

#### Local Telephone POTS Service

We understand that billing for these services will commence upon the date that the services are installed and available for our use.

Other fees and usage rates also apply to local services per API published rate sheets & tariffs. Non-domestic U.S. & International Calls are billed at individual rates per country.

Local calls are included at no charge on POTS Local service with the exception of MetroPoint (Metered) service, where local calls are billed based on the MetroPoint Rate Plan in that state. IntraLATA, Intrastate, or Interstate calls will be billed per minute at the rates identified based on the selection below.

Unit Costs shown for each call type described as "Usage" in the Category column are per-minute rates and shall apply to all minutes of actual use each month. The amounts shown in the Quantity column are derived from a recent past billing invoice and are shown for representative purposes only. As such the Total amount for these Usage items do not represent a fixed quantity of billable minutes for any future billing invoice.

Existing POTs Local Services may be converted to Access Point, Inc. "As Is" per the existing customer service records or "As Specified" per special directions from authorized contact(s). Locations and/or accounts contained herein will be converted to Access Point, Inc. "As Is" unless otherwise indicated here \_\_\_\_\_ (please initial only if "As Specified" is required). If locations and/or accounts are to be converted "As Specified", additional configuration paperwork and/or detailed instructions will be required.

#### Internet Dry Loop ADSL Service

We understand that billing for these services will commence upon the date that the services are installed and available for our use. We further understand that disconnection of these services requires a 30 day written notice and that we will be required to pay for these services until the end of that 30 day period. We agree that this billing requirement is in addition to the requirements of the Access Point, Inc. Term Agreement.

For ADSL, we acknowledge that the Dry Loop ADSL circuit at times may not deliver the full selected upstream and downstream rate of the selected bandwidth. We further acknowledge that API makes no representations, warranties, or guarantees regarding any minimum bandwidth.

Installation includes connection and testing of API provided equipment. This fee includes 2 hrs of site inspection and labor. Additional installation time will be billed @ \$99.00 per hour.

## **Service Authorization**

Access Point uses two (2) static IP addresses to provide the service and assigns one (1) static IP address to the router. A total of three (3) static IP addresses will be unavailable for use. Blocks of 16 or more require an IP Justification Form be completed.

### **IP Telephony Trunking Service**

We hereby agree to use all of the Access Point, Inc. Services selected and described on this Service Authorization.

We recognize that by selecting VoicePoint, we agree to supply the IP bandwidth necessary for the Access Point, Inc. VoIP service and agree to the terms and conditions of the VoIP service. We understand that a minimum number of voice paths and an Integrated Access device is included in the monthly service fee based on the package and if selected, herein we will pay an additional monthly fee for any additional voice paths. We agree that this enhanced service is offered pursuant to the Use of non-API Broadband for VoIP Service Addendum. We acknowledge that API makes no representations, warranties, or guarantees regarding any QoS for this VoIP service.

We understand that billing for these services will commence upon the date that the services are installed and available for our use. We further understand that disconnection of these services requires a 30 day written notice and that we will be required to pay for these services until the end of that 30 day period. We agree that this billing requirement is in addition to the requirements of the Access Point, Inc. Term Agreement.

Local calls are included at no charge on VoicePoint service. Non-domestic U.S. and International Calls are billed at individual rates per country.

Unit Costs shown for each call type described as "Usage" in the Category column are per-minute rates and shall apply to all minutes of actual use each month. The amounts shown in the Quantity column are derived from a recent past billing invoice and are shown for representative purposes only. As such the Total amount for these Usage items do not represent a fixed quantity of billable minutes for any future billing invoice.

Access Point certified IAD required. If provided by API equipment fees will apply.

All calls originated on these circuits must be completed and billed to the customer by Access Point Inc. Calls cannot be sent to other carriers for completion or billing.

On-net Interoffice calling occurs when both customer origination and customer destination telephone numbers are subscribed to any one of the VoicePoint SIP rate plans.

For VoicePoint SIP usage, API reserves the right to bill for non-Toll Free inbound minutes at \$.01 per minute if the calling ratio of non-Toll Free inbound minutes exceeds 75% of the aggregate total of outbound, Toll Free inbound and non-Toll Free inbound minutes of usage.

All VoicePoint SIP service requires Internet connectivity. Bandwidth requirements are dependent upon the amount of lines/trunks being subscribed to.

API provided equipment includes an integrated access device. These devices must be returned at the end of term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

### **Customer Acknowledgement of VoicePoint "911-Type Services" Capabilities**

Because Access Point, Inc. ("API") is providing VOICEPoint VoIP Services to you, we are obligated to make certain disclosures to you regarding our VoIP 911 services, and to obtain and retain your acknowledgment of having received and understood these disclosures.

Pursuant to the Federal Communications Commission's VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005), paragraphs 79-80, and of the FCC's rules, all interconnected VoIP providers are required to collect certain information and take other actions to supply E911 capabilities to their customers. In addition, interconnected VoIP providers are required to advise subscribers of the circumstances under which E911 service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service, and to obtain and keep a record of affirmative acknowledgement by every subscriber of having receipt of this advisory. The following details the available "911-type Services" and the descriptions of these services that are provided through VOICEPoint VoIP Services at the location named above.

## Service Authorization

VOICEPoint 9-1-1 provides locations with E911-type services utilizing an IP infrastructure to complete calls to an emergency service dispatcher much like traditional E-911 service. Locations where E911-type services are not available, 911 calls will not utilize the 911 infrastructure to selectively route calls to the primary 911 provider. The 911 call will route automatically to an Emergency Call Response Center (ECRC). A live ECRC operator will receive the callback number, the caller's registered address and the serving Public Safety Answering Point (PSAP). The ECRC operator will route the call to the appropriate PSAP. The ECRC operator will ensure the call is answered by the PSAP staff and provide the call-back number and the address information to the PSAP staff.

VOICEPoint 9-1-1 services are different in a number of important ways from traditional E-911 service as set forth below.

1. With this service, updates to your physical service address through 911 are not automatic. You must provide a physical subscriber location and you and/or your company are responsible for maintaining and updating such subscriber location information by accessing [www.accesspointinc.com](http://www.accesspointinc.com) and selecting Support > VoIP 911 Registration. 911-type Services will not be available in the event of the assignment of a telephone number to a subscriber location outside of the geographic rate center associated with such telephone number; or the relocation of the calling device to which a telephone number has been assigned to a location away from the registered subscriber location associated with such telephone number; or there is a failure or delay in maintaining and updating subscriber location information as required to enable that information to be registered in the local telephone company's Automatic Location Information database.

2. 911-type Services will not be available in the event of an outage, degradation or disruption of electric power or broadband Internet connection at the subscriber location.

3. 911-type Services will not be available in the event of a suspension of your account as a result of nonpayment or other breaches by you.

4. Subscribers of VOICEPoint 9-1-1 must inform children, babysitters and visitors about your VOICEPoint 9-1-1 service and its 911 limitations, if any.

5. Subscribers of VOICEPoint 9-1-1 must inform Access Point of the number of devices that could utilize 911 so warning labels could be distributed for those devices.

My signature below denotes my acknowledgement and understanding of the 911-type services provided on VoicePoint service.

### Non-Voice Applications of VoIP Service

Whereas, Customer desires to use Voice over IP services for fax (facsimile), alarm, modem or other non-voice applications (collectively; "non-voice applications"), now therefore, Access Point, Inc. agrees that the Voice over IP services may be used for non-voice applications by Customer.

Customer agrees that any non-voice applications used on VoIP service as provided by Access Point, Inc. have no guarantees of successful transmission, receipt or quality of service (QoS) or any other service fulfillment guarantees. Further, Customer agrees that they have been advised by Access Point, Inc. that non-voice applications are not deemed reliable on Access Point, Inc.'s Voice over IP network. Customer agrees that using non-voice applications on VoIP service is not recommended or supported by Access Point, Inc., and Access Point, Inc. accepts no responsibility for the use of non-voice applications on Access Point, Inc.'s VoIP networks. Customer acknowledges that use of non-voice applications on the Voice over IP Network is at Customer's own risk and understands that non-voice applications on Voice over IP networks may be of limited or diminished quality, non-connectivity and/or inconsistent results.

Customer hereby releases Access Point, Inc. from any QoS standards or any other service level agreement (SLA) guarantees, considerations or service credits for such non-voice application usage on Access Point, Inc.'s VoIP network and agrees that any failure or diminished quality or other service limitations of non-voice applications on VoIP shall not be deemed applicable in the Service Guarantee provided in the CSA, nor shall be deemed applicable in the period or efficacy of the CSA or its Term Period.

### Use of Non-API Broadband for VoIP Service

Whereas, Customer desires to use a broadband circuit not provided by Access Point, Inc. ("Non-API Broadband") for facilitation of an Access Point, Inc. Voice over Internet Protocol ("API VoIP") service, now therefore, Access Point, Inc. agrees that the Customer may supply a Non-API Broadband circuit for use with an API VoIP service. Customer agrees that any Non-API Broadband circuit used for API VoIP service has no guarantees of successful transmission, Quality of Service (QoS) or any other service fulfillment guarantees.

Further, Customer agrees the Non-API Broadband circuit must comply with the following:

1. Non-API Broadband circuits must be business class IP.
2. Non-API Broadband circuits must have at least 1 Static IP Address available for API supplied equipment. Dynamic IP Addresses will not be acceptable.
3. Non-API Broadband circuits must be provisioned with an API supplied VoIP Appliance.

## **Service Authorization**

### **4. Non-API Broadband circuits must have at least 384K upload bandwidth.**

Customer agrees that they have been advised that using Non-API Broadband circuits for API VoIP service is not recommended or supported by Access Point, Inc., and Access Point, Inc. accepts no responsibility for the use of Non-API Broadband circuits for API VoIP service. Customer acknowledges that use of Non-API Broadband circuits for API VoIP service is at Customer's own risk and understands that Non-API Broadband circuits may be of limited or diminished quality, non-connectivity and/or inconsistent results.

Customer hereby releases Access Point, Inc. from any QoS standards or any other service level agreement (SLA) guarantees, considerations or service credits for such Non-API Broadband circuit usage on Access Point, Inc.'s VoIP network and agrees that any failure or diminished quality or other service limitations of API VoIP service due to the Non-API Broadband circuit shall not be deemed applicable in the Service Guarantee provided in the CSA, nor shall it be cause to invalidate the CSA or its Term Period.

## **Equipment Rental**

We hereby confirm that the above named Company has entered into a Commercial Service Agreement with Access Point Inc. and has elected to rent the equipment indicated herein from Access Point, Inc. and is thereby entering into an Equipment Rental Agreement.

We hereby affirm that the above named Company agrees to rent the equipment described herein from Access Point, Inc. We agree to pay a monthly rental fee, shown herein. We understand that this monthly rental fee will be billed on the Access Point, Inc. monthly invoice along with all other monthly charges for the services we have selected. We agree that the monthly rental fee is charged in advance of the month during which the equipment is used and therefore, the first invoice on which the monthly rental fee appears will include a pro-rata amount for the billing cycle represented by that invoice and an amount representing the full monthly rental fee for the equipment use during the next billing cycle. Any unused pro-rata portion of the advance billed monthly rental fees at the end of the rental agreement, providing all conditions of the agreement have been met, will be refunded. The monthly rental fee billing will begin on the day that the Access Point, Inc. service for which the equipment is being utilized is activated and available for use.

We understand that Access Point, Inc. retains ownership of all equipment shown herein and we may terminate this rental agreement without penalty at any time by returning the rental equipment to Access Point, Inc. in good and working condition. We further understand that we will be liable for the replacement value of the equipment in question, if during the term of this agreement, API determines that the rented equipment is damaged as a result of attempts by us to service or disassemble it, or due to modification, tampering, negligence or abuse, or due to any environmental conditions occurring in the premise where the equipment is located. We will be liable for the replacement cost of the equipment if the equipment is not returned to API after the agreement term period has ended. We further understand that API reserves the right to provide either new or used certified equipment for the items selected herein. We understand that we may not sell, mortgage, pawn, pledge, encumber or dispose of the equipment in any manner.

Sales taxes will be charged where applicable in addition to equipment rental fees. Shipping & Handling charges will apply and vary based on shipping method selected along with size and weight of packaging.

Equipment rented from Access Point, Inc. will be maintained by Access Point, Inc. If an equipment failure occurs at no fault of the customer, AccessPoint, Inc. will repair or replace the equipment with one of equivalent capabilities. Maintenance does not cover equipment failures due to end user modification, negligence, abuse, or similar events. If during the replacement process Access Point, Inc. determines the equipment has been damaged as a result of end user modification, negligence, or abuse, customer will be billed for the replacement value of the equipment.

## Service Authorization

City of Lowell  
301 East Main St.  
Lowell, MI 49331

### Letter of Agency

The above named company has entered into a Commercial Service Agreement with Access Point, Inc. to use telecommunications services, including local telephone service, local toll service and long distance telephone service. Therefore, we do hereby notify our Local Exchange Carrier that Access Point, Inc. is authorized to act on our behalf regarding all negotiations and arrangements (including issuance of orders) for service requests for local telephone service, local toll service and long distance telephone service and to obtain any records from our current local telephone company necessary to switch these services to Access Point, Inc. for all numbers associated with the locations and/or accounts contained herein. For each telephone number there can be only one presubscribed provider of local service, one presubscribed provider of local toll service and one presubscribed provider of long distance service.

### Pricing

| MRC Pricing         |          |      |     |      |       | NRC Pricing         |          |     |      |       |
|---------------------|----------|------|-----|------|-------|---------------------|----------|-----|------|-------|
| Service Description | Category | Zone | Qty | Unit | Total | Service Description | Category | Qty | Unit | Total |

|  |         |  |   |        |        |  |  |  |        |
|--|---------|--|---|--------|--------|--|--|--|--------|
| Department of Public Works - Lowell, MI, 217 S Hudson , 49331 : 616 - 897 - 5929 |         |  |   |        |        |  |  |  |        |
| Directory Listing Service  |         |  |   |        |        |  |  |  |        |
| Additional Listing   | Service |  | 1 | \$0.00 | \$0.00 |  |  |  |        |
| Directory Listing Service MRC Total  |         |  |   |        | \$0.00 | Directory Listing Service NRC Total                        |  |  | \$0.00 |
| Department of Public Works - Lowell, MI Location MRC Total                       |         |  |   |        | \$0.00 | Department of Public Works - Lowell, MI Location NRC Total |  |  | \$0.00 |

|   |         |   |   |          |         |   |  |  |  |  |        |
|---|---------|---|---|----------|---------|---|--|--|--|--|--------|
| Englehardt Public Library - Lowell, MI, 200 N Monroe St, 49311 : 616 - 897 - 2670 |         |   |   |          |         |   |  |  |  |  |        |
| Directory Listing Service   |         |   |   |          |         |   |  |  |  |  |        |
| Non-Published Listing   | Service |   | 1 | \$0.00   | \$0.00  |   |  |  |  |  |        |
| Directory Listing Service MRC Total   |         |   |   |          | \$0.00  | Directory Listing Service NRC Total                       |  |  |  |  | \$0.00 |
| POTS Service  |         |   |   |          |         |   |  |  |  |  |        |
| BusinessPoint   | Service | 3 | 1 | \$39.00  | \$39.00 |   |  |  |  |  |        |
| End User Common Line Charge   | Feature | 3 | 1 | \$9.49   | \$9.49  |   |  |  |  |  |        |
| Local Number Portability  | Feature | 3 | 1 | \$0.42   | \$0.42  |   |  |  |  |  |        |
| PICC - Local and Long Distance Line   | Feature | 3 | 1 | \$3.95   | \$3.95  |   |  |  |  |  |        |
| Home Region   | Usage   | 3 | 0 | \$0.0000 | \$0.00  |   |  |  |  |  |        |
| LD Intralata  | Usage   | 3 | 0 | \$0.0399 | \$0.00  |   |  |  |  |  |        |
| LD Intrastate   | Usage   | 3 | 0 | \$0.0399 | \$0.00  |   |  |  |  |  |        |
| LD Interstate   | Usage   | 3 | 0 | \$0.0399 | \$0.00  |   |  |  |  |  |        |
| POTS Service MRC Total  |         |   |   |          | \$52.86 | POTS Service NRC Total                                    |  |  |  |  | \$0.00 |
| Englehardt Public Library - Lowell, MI Location MRC Total                         |         |   |   |          | \$52.86 | Englehardt Public Library - Lowell, MI Location NRC Total |  |  |  |  | \$0.00 |

|   |         |  |   |        |        |  |  |  |        |
|---|---------|--|---|--------|--------|--|--|--|--------|
| Look Memorial Fire Station - Lowell, MI, 315 S Hudson, 49331 : 616 - 897 - 7354 |         |  |   |        |        |  |  |  |        |
| Directory Listing Service   |         |  |   |        |        |  |  |  |        |
| Additional Listing  | Service |  | 1 | \$0.00 | \$0.00 |  |  |  |        |
| Directory Listing Service MRC Total   |         |  |   |        | \$0.00 | Directory Listing Service NRC Total                        |  |  | \$0.00 |
| Look Memorial Fire Station - Lowell, MI Location MRC Total                      |         |  |   |        | \$0.00 | Look Memorial Fire Station - Lowell, MI Location NRC Total |  |  | \$0.00 |

|  |         |  |    |         |          |                            |               |    |          |          |
|--|---------|--|----|---------|----------|----------------------------|---------------|----|----------|----------|
| <b>Lowell City Hall - Lowell, MI, 301 East Main Street, 49331 : 616 - 897 - 8457</b> |         |  |    |         |          |                            |               |    |          |          |
| <b>IP Trunking Service</b>   |         |  |    |         |          |                            |               |    |          |          |
| VoicePoint SIP Service   | Service |  | 15 | \$0.00  | \$0.00   | Porting Fee per Number/DID | Non-Recurring | 11 | \$2.95   | \$32.45  |
| SIP Trunk  | Service |  | 15 | \$9.95  | \$149.25 | API Installation Service   | Non-Recurring | 1  | \$275.00 | \$275.00 |
| DIDs   | Feature |  | 70 | \$0.40  | \$28.00  |                            |               |    |          |          |
| Additional Trunk Groups  | Feature |  | 1  | \$10.00 | \$10.00  |                            |               |    |          |          |

## Service Authorization

|   |           |   |    |                 |  |
|---|-----------|---|----|-----------------|--|
| E911 Service  | Feature   |   | 1  | \$0.00          | \$0.00   |
| Local Number Portability                                | Feature   |   | 15 | \$0.42          | \$6.30   |
| Home Region   | Usage     |   | 0  | \$0.0000        | \$0.00   |
| LD Intralata  | Usage     |   | 0  | \$0.0199        | \$0.00   |
| LD Intrastate   | Usage     |   | 0  | \$0.0199        | \$0.00   |
| LD Interstate   | Usage     |   | 0  | \$0.0199        | \$0.00   |
| <b>IP Trunking Service MRC Total</b>                    |           |   |    | <b>\$193.55</b> | <b>IP Trunking Service NRC Total \$307.45</b>                    |
| <b>IP Trunking Equipment : Equipment Monthly Rental</b> |           |   |    |                 |  |
| Edgemark 4700-30  | Equipment |   | 1  | \$44.00         | \$44.00  |
| <b>IP Trunking Equipment MRC Total</b>                  |           |   |    | <b>\$44.00</b>  | <b>IP Trunking Equipment NRC Total \$0.00</b>                    |
| <b>POTS Service</b>                                     |           |   |    |                 |  |
| BusinessPoint   | Service   | 3 | 2  | \$39.00         | \$78.00  |
| End User Common Line Charge                             | Feature   | 3 | 2  | \$9.49          | \$18.98  |
| Local Number Portability                                | Feature   | 3 | 2  | \$0.42          | \$0.84   |
| PICC - Local and Long Distance Line                     | Feature   | 3 | 2  | \$3.95          | \$7.90   |
| Home Region   | Usage     | 3 | 0  | \$0.0000        | \$0.00   |
| LD Intralata  | Usage     | 3 | 0  | \$0.0399        | \$0.00   |
| LD Intrastate   | Usage     | 3 | 0  | \$0.0399        | \$0.00   |
| LD Interstate   | Usage     | 3 | 0  | \$0.0399        | \$0.00   |
| <b>POTS Service MRC Total</b>                           |           |   |    | <b>\$105.72</b> | <b>POTS Service NRC Total \$0.00</b>                             |
| <b>Lowell City Hall - Lowell, MI Location MRC Total</b> |           |   |    | <b>\$343.27</b> | <b>Lowell City Hall - Lowell, MI Location NRC Total \$307.45</b> |

|   |           |   |   |                 |  |
|---|-----------|---|---|-----------------|--|
| <b>Lowell Light &amp; Power - lowell, MI, 127 N Broadway St, 49331 : 616 - 897 - 8402</b> |           |   |   |                 |  |
| <b>Dry Loop ADSL Service</b>  |           |   |   |                 |  |
| Dry Loop ADSL 24M x 3M Static IP  | Service   | 2 | 1 | \$121.00        | \$121.00   |
| Block of 8 Static IP Addresses  | Feature   | 2 | 1 | \$0.00          | \$0.00   |
| <b>Dry Loop ADSL Service MRC Total</b>  |           |   |   | <b>\$121.00</b> | <b>Dry Loop ADSL Service NRC Total \$0.00</b>                          |
| <b>IP Trunking Equipment : Equipment Monthly Rental</b>                                   |           |   |   |                 |  |
| Edgemark 4700-30  | Equipment |   | 1 | \$44.00         | \$44.00  |
| <b>IP Trunking Equipment MRC Total</b>  |           |   |   | <b>\$44.00</b>  | <b>IP Trunking Equipment NRC Total \$0.00</b>                          |
| <b>POTS Service</b>   |           |   |   |                 |  |
| BusinessPoint   | Service   | 3 | 1 | \$39.00         | \$39.00  |
| End User Common Line Charge   | Feature   | 3 | 1 | \$9.49          | \$9.49   |
| Local Number Portability  | Feature   | 3 | 1 | \$0.42          | \$0.42   |
| PICC - Local and Long Distance Line   | Feature   | 3 | 1 | \$3.95          | \$3.95   |
| Home Region   | Usage     | 3 | 0 | \$0.0000        | \$0.00   |
| LD Intralata  | Usage     | 3 | 0 | \$0.0399        | \$0.00   |
| LD Intrastate   | Usage     | 3 | 0 | \$0.0399        | \$0.00   |
| LD Interstate   | Usage     | 3 | 0 | \$0.0399        | \$0.00   |
| <b>POTS Service MRC Total</b>   |           |   |   | <b>\$52.86</b>  | <b>POTS Service NRC Total \$0.00</b>                                   |
| <b>Lowell Light &amp; Power - lowell, MI Location MRC Total</b>                           |           |   |   | <b>\$217.86</b> | <b>Lowell Light &amp; Power - lowell, MI Location NRC Total \$0.00</b> |

|   |         |   |   |                |  |
|---|---------|---|---|----------------|--|
| <b>Lowell Police Department - Lowell, MI, 111 N Monroe , 49331 : 616 - 897 - 7123</b> |         |   |   |                |  |
| <b>Directory Listing Service</b>  |         |   |   |                |  |
| Additional Listing  | Service |   | 4 | \$0.00         | \$0.00   |
| <b>Directory Listing Service MRC Total</b>  |         |   |   | <b>\$0.00</b>  | <b>Directory Listing Service NRC Total \$0.00</b>                      |
| <b>POTS Service</b>   |         |   |   |                |  |
| BusinessPoint   | Service | 3 | 1 | \$39.00        | \$39.00  |
| End User Common Line Charge   | Feature | 3 | 1 | \$9.49         | \$9.49   |
| Local Number Portability  | Feature | 3 | 1 | \$0.42         | \$0.42   |
| PICC - Local and Long Distance Line   | Feature | 3 | 1 | \$3.95         | \$3.95   |
| <b>POTS Service MRC Total</b>   |         |   |   | <b>\$52.86</b> | <b>POTS Service NRC Total \$0.00</b>                                   |
| <b>Lowell Police Department - Lowell, MI Location MRC Total</b>                       |         |   |   | <b>\$52.86</b> | <b>Lowell Police Department - Lowell, MI Location NRC Total \$0.00</b> |

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| <b>Waste Water Treatment Plant - Lowell, MI, 300 Bowes Rd, 49331 : 616 - 897 - 8135</b> |  |  |  |  |  |
|---|--|--|--|--|--|

## Service Authorization

|  |         |   |   |                 |   |
|--|---------|---|---|-----------------|---|
| <b>POTS Service</b>  |         |   |   |                 |   |
| BusinessPoint  | Service | 3 | 2 | \$39.00         | \$78.00   |
| End User Common Line Charge  | Feature | 3 | 2 | \$9.49          | \$18.98   |
| Local Number Portability   | Feature | 3 | 2 | \$0.42          | \$0.84  |
| PICC - Local and Long Distance Line  | Feature | 3 | 2 | \$3.95          | \$7.90  |
| Home Region  | Usage   | 3 | 0 | \$0.0000        | \$0.00  |
| LD Intralata   | Usage   | 3 | 0 | \$0.0399        | \$0.00  |
| LD Intrastate  | Usage   | 3 | 0 | \$0.0399        | \$0.00  |
| LD Interstate  | Usage   | 3 | 0 | \$0.0399        | \$0.00  |
| <b>POTS Service MRC Total</b>  |         |   |   | <b>\$105.72</b> | <b>POTS Service NRC Total \$0.00</b>                                      |
| <b>Waste Water Treatment Plant - Lowell, MI Location MRC Total</b>                 |         |   |   | <b>\$105.72</b> | <b>Waste Water Treatment Plant - Lowell, MI Location NRC Total \$0.00</b> |
| <b>Water Treatment Plant - Lowell, MI, 1596 Bowes Rd, 49331 : 616 - 897 - 5234</b> |         |   |   |                 |   |
| <b>Directory Listing Service</b>   |         |   |   |                 |   |
| Additional Listing   | Service |   | 1 | \$0.00          | \$0.00  |
| <b>Directory Listing Service MRC Total</b>   |         |   |   | <b>\$0.00</b>   | <b>Directory Listing Service NRC Total \$0.00</b>                         |
| <b>Water Treatment Plant - Lowell, MI Location MRC Total</b>                       |         |   |   | <b>\$0.00</b>   | <b>Water Treatment Plant - Lowell, MI Location NRC Total \$0.00</b>       |
| <b>Pricing MRC Grand Total</b>   |         |   |   | <b>\$772.57</b> | <b>Pricing NRC Grand Total \$307.45</b>                                   |

## Equipment Schedule

| Equipment                  | Payment Method           | Qty | Unit    | Unit Total | Purchase Payments | Purchase Total |
|----------------------------|--------------------------|-----|---------|------------|-------------------|----------------|
| Edgemarc 4700-30           | Equipment Monthly Rental | 2   | \$44.00 | \$88.00    |                   |                |
| <b>Payment Grand Total</b> |                          |     |         |            |                   | <b>\$0.00</b>  |

## Telephone Number Inventory

|   |            |            |            |
|---|------------|------------|------------|
| <b>Lowell Light &amp; Power - Lowell, MI, 127 N Broadway St, 49331 : 616 - 897 - 8402</b> |            |            |            |
| 6168978402  | 6168974082 |            |            |
| <b>Lowell Police Department - Lowell, MI, 111 N Monroe , 49331 : 616 - 897 - 7123</b>     |            |            |            |
| 6168977123  | 6168977120 | 6168974073 | 6168974074 |
| 6168974078  |            |            |            |
| <b>Waste Water Treatment Plant - Lowell, MI, 300 Bowes Rd, 49331 : 616 - 897 - 8135</b>   |            |            |            |
| 6168978135  | 6168974068 | 6168978769 |            |
| <b>Englehardt Public Library - Lowell, MI, 200 N Monroe St, 49311 : 616 - 897 - 2670</b>  |            |            |            |
| 6168972670  |            |            |            |
| <b>Department of Public Works - Lowell, MI, 217 S Hudson , 49331 : 616 - 897 - 5929</b>   |            |            |            |
| 6168975929  |            |            |            |
| <b>Water Treatment Plant - Lowell, MI, 1596 Bowes Rd, 49331 : 616 - 897 - 5234</b>        |            |            |            |
| 6168975234  |            |            |            |
| <b>Look Memorial Fire Station - Lowell, MI, 315 S Hudson, 49331 : 616 - 897 - 7354</b>    |            |            |            |
| 6168977354  |            |            |            |
| <b>Lowell City Hall - Lowell, MI, 301 East Main Street, 49331 : 616 - 897 - 8457</b>      |            |            |            |
| 6168978457  | 6168974085 | 6168974090 | 6168974075 |

My signature warrants that I am duly authorized to sign this Letter of Agency for all locations and telephone numbers contained herein and make these changes to my local telephone service, local toll service and long distance service.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **Service Authorization**

Authorized By (print name): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

## **Commercial Service Agreement**

My signature warrants that I am duly authorized by the Company to sign this agreement and to purchase these services as described herein and to bind the Company to this Commercial Service Agreement, accompanying Service Authorizations, the published Standard Terms and Conditions and any applicable filed tariffs in effect. This agreement is effective when executed by me and accepted by Access Point, Inc.

Authorized Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Authorized By (print name):

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Title:

\_\_\_\_\_

Email:

\_\_\_\_\_

Order(s) Contact Name:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

CID#: 1426

OID#: 34228