



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

CITY OF LOWELL
CITY COUNCIL AGENDA
MONDAY, APRIL 3, 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 and closed session minutes of the Monday, March 20, 2017 City Council meeting.
 - Authorize payment of invoices in the amount of \$175,368.53
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.
5. NEW BUSINESS
 - a. Compensation Cut
 - b. Resolution 05-17 – Installment Purchase Agreement to Finance the Cost of a Natural Gas Compressor
 - c. Resolution 06-17 – Approving and Authorizing Execution of an Installment Purchase Agreement Payment Agreement with the Lowell Board of Light and Power
 - d. Resolution 07-17 – Installment Purchase Agreement to Finance the Cost of a Wheel Loader
 - e. Resolution 08-17 – Installment Purchase Agreement to Finance the Cost of a Skid-Steer Loader
 - f. Resolution 9-17 – Approving and Authorizing Execution of an Installment Purchase Agreements Payment Agreement with the City of Lowell Downtown Development Authority Related to the Financing of the Cost of Purchasing a Wheel Loader and Skid-Street Loader
 - g. Jefferson Street Bids
 - h. Street Sweeping
 - i. Event Reimbursement Policy
6. BOARD/COMMISSION REPORTS
7. MANAGER'S REPORT
8. COUNCIL COMMENTS

9. 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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Lowell, Michigan 49331
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www.ci.lowell.mi.us

MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Monday, April 3, 2017

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4. OLD BUSINESS

Nothing to Report.

5. NEW BUSINESS

- a. Compensation Cut. Memo is provided from City Manager Michael Burns.

Recommended Motion: That the City Council allow King Milling to make the appropriate Compensation Cut at Stony Lakeside Park to mitigate flood plain issues at their current site.

- b. Resolution 05-17 – Installment Purchase Agreement to Finance the Cost of a Natural Gas Compressor.

Recommended Motion: That the City Council approve Resolution 05-17.

- c. Resolution 06-17 – Approving and Authorizing Execution of an Installment Purchase Agreement Payment Agreement with the Lowell Board of Light and Power.

Recommended Motion: That the City Council approve Resolution 06-17.

- d. Resolution 07-17 – Installment Purchase Agreement to Finance the Cost of a Wheel Loader.

Recommended Motion: That the City Council approve Resolution 07-17

- e. Resolution 08-17 – Installment Purchase Agreement to Finance the Cost of a Skid-Steer Loader.

Recommended Motion: That the City Council approve Resolution 08-17.

- f. Resolution 09-17 – Approving and Authorizing Execution of an Installment Purchase Agreements Payment Agreement with the City of Lowell Downtown Development Authority Related to the Financing of the Cost of Purchasing a Wheel Loader and Skid-Street Loader.

Recommended Motion: That the City Council approve Resolution 09-17

- g. Jefferson Street Bids. Memo is provided by DPW Director Rich LaBombard.

Recommended Motion: That the City Council accept CL Trucking and Excavating's bid of \$449,110.50 for the N. Jefferson Street Resurfacing and Utility Improvement project.

- h. Street Sweeping. Memo is provided by DPW Director Rich LaBombard.

Recommended Motion: The City Council approve an expenditure of \$15,500 for the purpose of the 2017 spring street sweeping.

- i. Event Reimbursement Policy. Memo is provided by City Manager Michael Burns.

6. BOARD/COMMISSION REPORTS

7. MANAGER'S REPORT

8. COUNCIL COMMENTS

9. ADJOURNMENT

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, MARCH 20, 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, Lowell Light and Power General Manager Steve Donkersloot and DPW Director Rich LaBombard.

2. APPROVAL OF THE CONSENT AGENDA

Councilmember Canfield wanted to add "Trails" to the agenda under "New Business to discuss what the City of Lowell is doing to be part of the trails.

IT WAS MOVED BY CANFIELD and seconded by TEELANDER to approve the consent agenda as amended.

- Approval of the Agenda.
- Approve and place on file the regular and closed session minutes of the March 6, 2017 City Council meeting.
- Authorize payment of invoices in the amount of \$119,165.16.

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. Nothing to report.

5. NEW BUSINESS.

- a. Litehouse Industrial Facility Tax Credit.

City Manager Mike Burns advised the City received a request from Litehouse seeking a Public Act 198 Industrial Facility Tax Credit. They are currently expanding the footprint of their property to place additional freezers for their food processing operation. There is currently an Industrial Development

District established in this area of the City and this request would be legal for the abatement under the Public Act.

Burns advised the Council he would like to have a discussion of possible establishment of this credit. There are some parameters the Council should consider in approving this abatement. The City has approved these in the past, but Burns is not sure what the history is, but he has some ideas the Council might wish to consider.

Councilmember Hodges commented this is a good for industry and would like discussion to set a public hearing. Councilmember Canfield commented Litehouse has been a great partner to the community, provides jobs, continued expansion and was in support of this abatement. Councilmembers Phillips and Teelander agreed.

IT WAS MOVED BY HODGES and seconded by DEVORE to set a public hearing for Monday, April 17, 2017.

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

b. Arbor Board—Comprehensive Tree Plan.

DPW Director Rich LaBombard advised this will be presented at the next Council meeting.

c. LCTV Endowment Fund Recommendations.

Chairperson of the LCTV Endowment Board Dennis Kent advised the Council of the board's recommendations for the LCTV Endowment grants. Kent advised there were more applicants than funds allowed.

IT WAS MOVED BY HODGES and seconded by TEELANDER to approve the recommendations of the LCTV Endowment Board in the amount of \$133,491.30.

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

d. Kent Intermediate School District – Summer Tax Collection – 2017.

City Manager Burns advised as in previous years, Kent Intermediate School District has requested the City of Lowell collect the 2017 summer property taxes for the district. The City collects the Kent Intermediate School District property taxes at no fee in exchange for retaining earned interest while the monies are deposited in City accounts.

IT WAS MOVED BY PHILLIPS and seconded by TEELANDER to approve the request from the Kent Intermediate School District to collect the 2017 summer property taxes for the district at no fee in exchange for retaining earned interest while the monies are deposited in City accounts.

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

e. LARA Trail.

Councilmember Canfield advised LARA was meeting with Lowell Township and funding from the State is coming along and the project will move along more quickly. Canfield wanted a discussion as to where the City is as far as making this happen and trying to ensure that the trail does come through Lowell to support the retail district.

Councilmember Hodges commented the plan was to come down the east side of Alden Nash and come close to the park. He commented that the City already has sidewalks and urban trails that would require very little building.

Chairperson of LARA Perry Beachum advised LARA is in the process of connecting the trail from Alden Nash and Gee Drive down to the east side of Alden Nash to the new township park. He advised that the township is connecting the West Michigan Trail that runs from Owasso to Ionia and Saranac. Beachum explained that they have been working with an engineering firm for options for getting through the City. He advised the Council needs to move on looking at the ordinances of sidewalks versus trails and what the designations will be.

Councilmember Teelander mentioned having a special workshop to discuss the sidewalk identification and invite LARA. Councilmember Canfield suggested having a combined meeting with the Planning Commission. Chief of Police Steve Bukala gave his expertise on the matter as far as size of the sidewalk versus trails and wider is better. Mayor DeVore suggested the Council have a special joint workshop prior to the next Council meeting at 5:30 with LARA, Parks and Recreation and The City Planning Commission.

6. BOARDS AND COMMISSION REPORTS.

Councilmember Phillips advised the next Historic Commission meeting is March 28th at 6:00 p.m.

Councilmember Hodges advised the Arbor Board met on March 13th and elected Dr. Jim Reagan as Chair, approved meeting dates for the year and discussed the Comprehensive Tree Plan. Hodges commented that tree plantings were discussed as well as a tree complaint on West Street. The Arbor Board also discussed selecting a business for Arbor Day tree planting. Hodges also noted the Lowell Area Fire and Authority meets next Monday.

Councilmember Canfield advised The Parks and Recreation meeting is on Tuesday.

Councilmember Teelander advised Lowell Light and Power met and discussed a Strategic Plan. Teelander advised the old solar generator needs a new control module. Teelander also commented that they were not tearing down the old Line Shack. The LL&P Board approved the motion to hire Access Point Phone Systems and approved servicing truck with new workbox. Teelander advised LL&P needs a new compressor to run both turbines. He went on to state Harvest Meadows Development was approved and

the security system at the Light and Power building is now secured. Teelander commented that the City Planning Commission discussed Chapters 4 and 17 of the Zoning Ordinance.

Mayor DeVore advised he and City Manager Burns had a meeting with Vergennes Township Supervisor Tim Wittenbach and Lowell Township Supervisor Jerry Hale about vision meetings going forward for Grand River Park.

7. **MONTHLY REPORTS.**

There were no comments.

8. **MANAGER'S REPORT.**

City Manager Burns reported on the following:

- Update on the Amicus Brief and 36 municipalities have participated.
- The Jefferson bid opening will take place this week.
- Expo is Saturday at the Lowell High School and the City will have a booth.
- Staff is currently working on budgets.
- The budget hearing session is scheduled for Saturday, May 6 at 10:00 a.m. at Lowell Light and Power.
- The laptops have been ordered.

9. **COUNCIL COMMENTS.**

Councilmember Phillips commented on the Citizen's Academy and advised they had the K-9 Unit there. Phillips also commented the Lowell Police Department and officers are a great tribute to this community.

Councilmember Hodges commented receiving a note from Kate Meyers from Kent County Parks inviting the City to coordinate some dates and have a picnic. This will be discussed at a later time. Hodges mentioned Coffee with Council will be on April 1st from 8:00 – 10:00 a.m. at the Chamber of Commerce. He went on to note the Lowell Area Fire Department will be having a presentation in reference to their new operations on March 30th at 7:00 p.m. in the Council Chambers.

Councilmember Canfield advised there is a new business at 216 W. Main Street, A Charmed Life Nail Salon opened a couple of weeks ago. Canfield also mentioned Vela Coffee Shop closed. Canfield advised MI Hometown Furnishings had a great opening weekend.

Councilmember Teelander advised he will be in the LARA booth at Expo from 9:00 – 11:00 and then he will be in the City booth.

Mayor DeVore advised he would be at Expo splitting his time between the Fire Department and the City. DeVore also noted he saw the Fire Department presentation and encouraged the public to attend.

10. ADJOURNMENT.

IT WAS MOVED BY HODGES and seconded by TEELANDER to go into closed session to discuss labor negotiations at 7:36 p.m.

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

IT WAS MOVED BY HODGES and seconded by TEELANDER to adjourn at 9:38 p.m.

DATE:

APPROVED:

Mike DeVore, Mayor

Susan Ullery, City Clerk

03/30/2017 03:13 PM
User: LORI
DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 03/17/2017 - 03/30/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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Vendor Code	Vendor Name	Invoice	Description	Amount
10550	63RD DISTRICT COURT	03/21/2017	BOND RICARDO RAMIREZ	100.00
TOTAL FOR: 63RD DISTRICT COURT				100.00
00007	ADT SECURITY SYSTEMS, INC.	4/1 - 6/30/2017	SECURITY MONITORING WTP	108.45
TOTAL FOR: ADT SECURITY SYSTEMS, INC.				108.45
00015	ALEXANDER CHEMICAL CORP	SLS 10057202	WTP CHEMICALS	357.00
TOTAL FOR: ALEXANDER CHEMICAL CORP				357.00
10177	AT&T	2/17 - 3/16/2017	MONTHLY STATEMENT	6,054.82
TOTAL FOR: AT&T				6,054.82
02449	AT&T LONG DISTANCE	FEB 2017	MONTHLY LONG DISTANCE STATEMENT	1,229.30
TOTAL FOR: AT&T LONG DISTANCE				1,229.30
10327	AUTOMATED BUSINESS EQUIPMENT	18615	SERVICE CONTRACT 5/1/17 - 5/1/18	800.00
TOTAL FOR: AUTOMATED BUSINESS EQUIPMENT				800.00
00045	BARTLETT, SANDY	MARCH 2017	MILEAGE REIMBURSEMENT	56.71
TOTAL FOR: BARTLETT, SANDY				56.71
02421	BLOSSOM RACING, INC.	115840	CUSTON SCALE STAND	749.52
TOTAL FOR: BLOSSOM RACING, INC.				749.52
00065	BOUWHUIS SUPPLY, INC.	56507	TOWELS	298.48
TOTAL FOR: BOUWHUIS SUPPLY, INC.				298.48
00084	CANFIELD PLUMBING & HEATING IN	58644	WATER R & M - 504 E MAIN	79.00
		58846	LPD GARAGE R & M	832.00
TOTAL FOR: CANFIELD PLUMBING & HEATING IN				911.00
00884	CANFIELD, GREG	312 E MAIN	HDC GRANT FOR WINDOWS & DOOR	5,420.00
TOTAL FOR: CANFIELD, GREG				5,420.00
10493	COMCAST CABLE	4/6 - 5/5/2017	DPW CABLE	33.86
TOTAL FOR: COMCAST CABLE				33.86

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Vendor Code	Vendor Name	Invoice	Description	Amount
10499	COMPASS MINERALS			
		71569957	STREET SUPPLIES	2,757.38
		71589187	STREET SUPPLIES	2,773.01
TOTAL FOR: COMPASS MINERALS				5,530.39
10509	CONSUMERS ENERGY			
		2/23 - 3/22/17	MONTHLY STATEMENT	311.12
		2/24 - 3/24/17	MONTHLY STATEMENT	1,384.67
		2/24 - 3/24/2017	MONTHLY STATEMENT	2,803.84
TOTAL FOR: CONSUMERS ENERGY				4,499.63
00603	CUMMINS BRIDGEWAY, LLC			
		003-30339	WWTP - REPAIR & MAINTENANCE	1,168.35
TOTAL FOR: CUMMINS BRIDGEWAY, LLC				1,168.35
02475	DSS CORPORATION			
		43728	LPD REMOTE ACCESS SERVICE CALL	200.00
TOTAL FOR: DSS CORPORATION				200.00
01595	ELENBAAS STEEL COMPANY			
		305231	WTP SUPPLIES	114.62
TOTAL FOR: ELENBAAS STEEL COMPANY				114.62
01307	GODWIN HARDWARE & PLUMBING			
		C167116	SAW CHAIN	94.00
TOTAL FOR: GODWIN HARDWARE & PLUMBING				94.00
01493	GRAINGER INDUSTRIAL SUPPLY			
		9392408747	WATER DEPT MOTOR	1,516.50
TOTAL FOR: GRAINGER INDUSTRIAL SUPPLY				1,516.50
00234	HACH COMPANY			
		10371987	WTP SUPPLIES	524.31
TOTAL FOR: HACH COMPANY				524.31
10545	HELEN DEVOS CHILDRENS HOSPITAL			
		3/21/2017	CHILD PASSENGER SAFETY COURSE	50.00
TOTAL FOR: HELEN DEVOS CHILDRENS HOSPITAL				50.00
00248	HOOPER PRINTING			
		51060	POLICE VEHICLE MAGNET	124.90
TOTAL FOR: HOOPER PRINTING				124.90
10672	HUNTINGTON NATIONAL BANK			
		5/1/2017	BOND INTEREST	47,458.34
TOTAL FOR: HUNTINGTON NATIONAL BANK				47,458.34
00291	KENT COUNTY ROAD COMMISSION			
		409959	DUSTLAYER AT FAIRGROUND ROAD	307.60
TOTAL FOR: KENT COUNTY ROAD COMMISSION				307.60

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Vendor Code	Vendor Name	Invoice	Description	Amount
00300	KENT COUNTY TREASURER			
		03/20/2017	TAX 412001178031	528.46
		JAN & FEB 2017	TRAILER FEES	53.00
TOTAL FOR: KENT COUNTY TREASURER				581.46
10658	LAKE EFFECT SNOW REMOVAL			
		88	AIRPORT SNOW REMOVAL	300.00
TOTAL FOR: LAKE EFFECT SNOW REMOVAL				300.00
00562	LOWELL AREA SCHOOLS			
		JAN & FEB 2017	TRAILER FEES	212.00
TOTAL FOR: LOWELL AREA SCHOOLS				212.00
02344	MARK'S BODY SHOP			
		106535	POLICE R & M	195.91
TOTAL FOR: MARK'S BODY SHOP				195.91
10645	MERCANTILE BANK OF MICHIGAN			
		4/1/2017	LOAN PRINCIPAL & INTERES	35,110.79
TOTAL FOR: MERCANTILE BANK OF MICHIGAN				35,110.79
10561	MID-MICHIGAN ASSESSOR'S ASSOC.			
		2017	MEMEBERSHIP FEES - J RASHID	20.00
TOTAL FOR: MID-MICHIGAN ASSESSOR'S ASSOC.				20.00
01794	MUNDT, THERESA			
		3/30/2017	SAM'S CLUB REIMBURSEMENT	186.47
TOTAL FOR: MUNDT, THERESA				186.47
RECYCLE	NORTH COUNTRY TRAIL			
		BIN 899 & 2032	RECYCLE BIN REFUND	10.00
TOTAL FOR: NORTH COUNTRY TRAIL				10.00
00468	NYE UNIFORM COMPANY			
		598261	POLICE UNIFORMS	10.50
TOTAL FOR: NYE UNIFORM COMPANY				10.50
00499	PETTY CASH			
		03/27/2017	PETTY CASH	101.67
TOTAL FOR: PETTY CASH				101.67
00501	PHILLIPS, TODD			
		3/13 - 3/17/2017	WATER CONFERENCE REIMBURSEMENT	197.40
TOTAL FOR: PHILLIPS, TODD				197.40
02331	PROGRESSIVE HEATING COOLING, CORP.			
		2013871	SERVICE CAL - CITY HALL	586.25
		2013875	SERVICE CALL - DPW	2,229.38
TOTAL FOR: PROGRESSIVE HEATING COOLING, CORP.				2,815.63

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
10130	RASHID, JEFFREY		
	FEB 2017	ASSESSING EXPENSES	26.22
	MARCH 2017	ASSESSING EXPENSES	194.08
TOTAL FOR: RASHID, JEFFREY			220.30
10378	RUESINK, KATHIE		
	543212-543213	CLEANING SERVICES	540.00
TOTAL FOR: RUESINK, KATHIE			540.00
01002	SPRINGROVE VARIETY		
	29	POLICE DEPT - BALLOONS FOR RANGE	3.78
TOTAL FOR: SPRINGROVE VARIETY			3.78
10276	SPRINT		
	2/10 - 3/9/2017	MONTHLY STATMENT	597.16
TOTAL FOR: SPRINT			597.16
02262	STATE OF MICHIGAN		
	03/17/2017	IFT STATE OF MICHIGAN 2016	11,945.39
TOTAL FOR: STATE OF MICHIGAN			11,945.39
10583	SUEZ WATER ENVIRONMENTAL SVC INC		
	201730206	WWTP CONTRACTUAL MARCH 2017	36,276.24
TOTAL FOR: SUEZ WATER ENVIRONMENTAL SVC INC			36,276.24
10514	SUPPLYGEEKS		
	517526-0	OFFICE SUPPLIES	292.80
TOTAL FOR: SUPPLYGEEKS			292.80
00651	USA BLUE BOOK		
	200301	WTP SUPPLIES	273.09
TOTAL FOR: USA BLUE BOOK			273.09
10505	VANSETTERS, JEFF		
	3/13 - 3/17/2017	WATER CONFERENCE REIMBURSEMENT	117.44
TOTAL FOR: VANSETTERS, JEFF			117.44
10484	VERGENNES BROADBAND		
	3521-20170317-1	AIRPORT INTERNET	49.99
TOTAL FOR: VERGENNES BROADBAND			49.99
02277	VERIZON WIRELESS		
	2/11 - 3/10/2017	MONTHLY STATEMENT	198.08
TOTAL FOR: VERIZON WIRELESS			198.08
00692	WILLIAMS & WORKS INC.		
	81581	JEFFERSON ST DESIGN SERVICES	7,245.00
TOTAL FOR: WILLIAMS & WORKS INC.			7,245.00

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Vendor Code	Vendor Name	Invoice	Description	Amount
02205	WINZER CORPORATION	5804825	EQUIP FUND R & M	42.72
TOTAL FOR: WINZER CORPORATION				42.72
02548	WITTENBACH GRAND GMC	GCR58756	EQUIP FUND R 7 M	116.93
TOTAL FOR: WITTENBACH GRAND GMC				116.93
TOTAL - ALL VENDORS				175,368.53

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-040.000	ACCOUNTS RECEIVABLE	KENT COUNTY TREASURER	TAX 412001178031	528.46	69353
101-000-040.000	ACCOUNTS RECEIVABLE	63RD DISTRICT COURT	BOND RICARDO RAMIREZ	100.00	69354
101-000-084.015	DUE FROM FIRE AUTHORITY	AT&T LONG DISTANCE	MONTHLY LONG DISTANCE STA	7.22	69359
101-000-085.000	DUE FROM LIGHT & POWER	AUTOMATED BUSINESS EQUIPM	SERVICE CONTRACT 5/1/17 -	400.00	69360
101-000-222.000	DUE TO COUNTY-TRAILER FEE	KENT COUNTY TREASURER	TRAILER FEES	53.00	69377
101-000-225.000	DUE TO SCHOOL-TRAILER FEE	LOWELL AREA SCHOOLS	TRAILER FEES	212.00	69379
101-000-285.001	DEPOSITS/RECYCLE CONTAINERS	NORTH COUNTRY TRAIL	RECYCLE BIN REFUND	10.00	69384
Total For Dept 000				1,310.68	
Dept 172 MANAGER					
101-172-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATEMENT	51.75	69391
Total For Dept 172 MANAGER				51.75	
Dept 191 ELECTIONS					
101-191-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	12.13	69393
Total For Dept 191 ELECTIONS				12.13	
Dept 209 ASSESSOR					
101-209-740.000	OPERATING SUPPLIES	RASHID, JEFFREY	ASSESSING EXPENSES	168.93	69388
101-209-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	34.92	69393
101-209-860.000	TRAVEL EXPENSES	RASHID, JEFFREY	ASSESSING EXPENSES	26.22	69388
101-209-860.000	TRAVEL EXPENSES	RASHID, JEFFREY	ASSESSING EXPENSES	25.15	69388
101-209-955.000	MISCELLANEOUS EXPENSE	MID-MICHIGAN ASSESSOR'S ASSOCIATION	MEMBERSHIP FEES - J RASH	20.00	69382
Total For Dept 209 ASSESSOR				275.22	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	159.02	69393
101-265-730.000	POSTAGE	PETTY CASH	PETTY CASH	6.65	69355
101-265-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH	38.63	69355
101-265-740.000	OPERATING SUPPLIES	MUNDT, THERESA	SAM'S CLUB REIMBURSEMENT	103.78	69383
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES	360.00	69389
101-265-850.000	COMMUNICATIONS	AT&T	MONTHLY STATEMENT	2,553.99	69358
101-265-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	MONTHLY LONG DISTANCE STA	699.97	69359
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	1,190.38	69366
101-265-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATING	LPD GARAGE R & M	832.00	69363
101-265-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLING	SERVICE CALL - CITY HALL	586.25	69387
Total For Dept 265 CITY HALL				6,530.67	
Dept 301 POLICE DEPARTMENT					
101-301-727.000	OFFICE SUPPLIES	HOOPER PRINTING	POLICE VEHICLE MAGNET	124.90	69402
101-301-740.000	OPERATING SUPPLIES	MUNDT, THERESA	SAM'S CLUB REIMBURSEMENT	82.69	69383
101-301-740.000	OPERATING SUPPLIES	SPRINGROVE VARIETY	POLICE DEPT - BALLOONS FOR	3.78	69390
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY	POLICE UNIFORMS	10.50	69385
101-301-802.000	CONTRACTUAL	DSS CORPORATION	LPD REMOTE ACCESS SERVICE	200.00	69369
101-301-850.000	COMMUNICATIONS	AT&T	MONTHLY STATEMENT	1,841.83	69358
101-301-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	MONTHLY LONG DISTANCE STA	201.94	69359
101-301-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATEMENT	313.14	69391
101-301-850.000	COMMUNICATIONS	VERIZON WIRELESS	MONTHLY STATEMENT	158.07	69397
101-301-931.000	R & M POLICE CARS	MARK'S BODY SHOP	POLICE R & M	195.91	69380
Total For Dept 301 POLICE				3,132.76	
Dept 305 CODE ENFORCEMENT					
101-305-957.000	TRAINING	HELEN DEVOS CHILDRENS HOSPITAL	CHILD PASSENGER SAFETY CO	50.00	69374
Total For Dept 305 CODE ENFORCEMENT				50.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	TOWELS	170.83	69362
101-441-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	16.37	69393
101-441-850.000	COMMUNICATIONS	AT&T	MONTHLY STATEMENT	937.41	69358
101-441-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	MONTHLY LONG DISTANCE STA	19.43	69359
101-441-850.000	COMMUNICATIONS	COMCAST CABLE	DPW CABLE	33.86	69365

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATMENT	155.14	69391
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	550.16	69366
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	146.65	69366
101-441-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	SERVICE CALL - DPW	2,229.38	69387
Total For Dept 441 DEPART				4,259.23	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	92.38	69366
Total For Dept 747 CHAMBE				92.38	
Dept 751 PARKS					
101-751-740.000	OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	TOWELS	127.65	69362
101-751-802.000	CONTRACTUAL	KENT COUNTY ROAD COMMISSI	DUSTLAYER AT FAIRGROUND R	307.60	69376
Total For Dept 751 PARKS				435.25	
Dept 790 LIBRARY					
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES	180.00	69389
101-790-850.000	COMMUNICATIONS	AT&T	MONTHLY STATEMENT	345.54	69358
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	806.54	69366
Total For Dept 790 LIBRAR				1,332.08	
Dept 804 MUSEUM					
101-804-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	505.68	69366
Total For Dept 804 MUSEUM				505.68	
Total For Fund 101 GENERA				17,987.83	
Fund 202 MAJOR STREET FUND					
Dept 450 CAPITAL OUTLAY					
202-450-801.000		WILLIAMS & WORKS INC.	JEFFERSON ST DESIGN SERVI	7,245.00	69398
Total For Dept 450 CAPITA				7,245.00	
Dept 463 MAINTENANCE					
202-463-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATMENT	12.69	69391
Total For Dept 463 MAINT				12.69	
Dept 478 WINTER MAINTENANCE					
202-478-740.000	OPERATING SUPPLIES	COMPASS MINERALS	STREET SUPPLIES	1,378.69	69403
202-478-740.000	OPERATING SUPPLIES	COMPASS MINERALS	STREET SUPPLIES	1,386.51	69403
Total For Dept 478 WINTER				2,765.20	
Total For Fund 202 MAJOR				10,022.89	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATMENT	12.69	69391
Total For Dept 463 MAINT				12.69	
Dept 478 WINTER MAINTENANCE					
203-478-740.000	OPERATING SUPPLIES	COMPASS MINERALS	STREET SUPPLIES	1,378.69	69403
203-478-740.000	OPERATING SUPPLIES	COMPASS MINERALS	STREET SUPPLIES	1,386.50	69403
Total For Dept 478 WINTER				2,765.19	
Total For Fund 203 LOCAL				2,777.88	
Fund 238 HISTORICAL DISTRICT FUND					
Dept 000					
238-000-880.000	COMMUNITY PROMOTION	CANFIELD, GREG	HDC GRANT FOR WINDOWS & D	5,420.00	69364
Total For Dept 000				5,420.00	
Total For Fund 238 HISTOR				5,420.00	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	386.05	69366
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	62.21	69366
581-000-930.000	REPAIR & MAINTENANCE	LAKE EFFECT SNOW REMOVAL	AIRPORT SNOW REMOVAL	300.00	69378

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 581 AIRPORT FUND					
Dept 000					
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	AIRPORT INTERNET	49.99	69396
	Total For Dept 000			798.25	
	Total For Fund 581 AIRPOR			798.25	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	AT&T LONG DISTANCE	MONTHLY LONG DISTANCE STA	279.95	69359
	Total For Dept 000			279.95	
Dept 550 TREATMENT					
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	WWTP CONTRACTUAL MARCH 20	36,276.24	69392
590-550-930.000	REPAIR & MAINTENANCE	CUMMINS BRIDGEWAY, LLC	WWTP - REPAIR & MAINTENAN	1,168.35	69368
	Total For Dept 550 TREATM			37,444.59	
Dept 551 COLLECTION					
590-551-864.000	CONFERENCES & CONVENTIONS	PHILLIPS, TODD	WATER CONFERENCE REIMBURS	98.70	69386
590-551-864.000	CONFERENCES & CONVENTIONS	VANSETTERS, JEFF	WATER CONFERENCE REIMBURS	58.72	69395
	Total For Dept 551 COLLEC			157.42	
Dept 552 CUSTOMER ACCOUNTS					
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE REIMBURSEMENT	28.36	69361
	Total For Dept 552 CUSTOM			28.36	
Dept 553 ADMINISTRATION					
590-553-995.000	INTEREST-BONDS	HUNTINGTON NATIONAL BANK	BOND INTEREST	47,458.34	69375
	Total For Dept 553 ADMINI			47,458.34	
	Total For Fund 590 WASTEW			85,368.66	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	ELENBAAS STEEL COMPANY	WTP SUPPLIES	114.62	69370
591-570-740.000	OPERATING SUPPLIES	HACH COMPANY	WTP SUPPLIES	524.31	69373
591-570-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	53.99	69393
591-570-740.000	OPERATING SUPPLIES	USA BLUE BOOK	WTP SUPPLIES	273.09	69394
591-570-743.000	CHEMICALS	ALEXANDER CHEMICAL CORP	WTP CHEMICALS	357.00	69357
591-570-802.000	CONTRACTUAL	ADT SECURITY SYSTEMS, INC	SECURITY MONITORING WTP	108.45	69356
591-570-850.000	COMMUNICATIONS	AT&T	MONTHLY STATEMENT	376.05	69358
591-570-850.000	COMMUNICATIONS	AT&T LONG DISTANCE	MONTHLY LONG DISTANCE STA	20.79	69359
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	448.46	69366
591-570-930.000	REPAIR & MAINTENANCE	BLOSSOM RACING, INC.	CUSTON SCALE STAND	749.52	69401
	Total For Dept 570 TREATM			3,026.28	
Dept 571 DISTRIBUTION					
591-571-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	16.37	69393
591-571-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATMENT	51.75	69391
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	MONTHLY STATEMENT	40.01	69397
591-571-864.000	CONFERENCES & CONVENTIONS	PETTY CASH	PETTY CASH	56.39	69355
591-571-864.000	CONFERENCES & CONVENTIONS	PHILLIPS, TODD	WATER CONFERENCE REIMBURS	98.70	69386
591-571-864.000	CONFERENCES & CONVENTIONS	VANSETTERS, JEFF	WATER CONFERENCE REIMBURS	58.72	69395
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	MONTHLY STATEMENT	311.12	69366
591-571-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	WATER R & M - 504 E MAIN	79.00	69363
591-571-930.000	REPAIR & MAINTENANCE	GRAINGER INDUSTRIAL SUPPL	WATER DEPT MOTOR	1,516.50	69372
	Total For Dept 571 DISTRI			2,228.56	
Dept 572 CUSTOMER ACCOUNTS					
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE REIMBURSEMENT	28.35	69361
	Total For Dept 572 CUSTOM			28.35	
	Total For Fund 591 WATER			5,283.19	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-802.000	CONTRACTUAL	AUTOMATED BUSINESS EQUIPM	SERVICE CONTRACT 5/1/17 -	400.00	69360

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 636 DATA PROCESSING FUND					
Dept 000					
		Total For Dept 000		400.00	
		Total For Fund 636 DATA P		400.00	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-930.000	REPAIR & MAINTENANCE	GODWIN HARDWARE & PLUMBING	SAW CHAIN	94.00	69371
661-895-930.000	REPAIR & MAINTENANCE	WINZER CORPORATION	EQUIP FUND R & M	42.72	69399
661-895-930.000	REPAIR & MAINTENANCE	WITTENBACH GRAND GMC	EQUIP FUND R 7 M	116.93	69400
661-895-991.000	PRINCIPAL	MERCANTILE BANK OF MICHIG	LOAN PRINCIPAL & INTERES	33,787.00	69381
661-895-995.000	INTEREST PAYABLE	MERCANTILE BANK OF MICHIG	LOAN PRINCIPAL & INTERES	1,323.79	69381
		Total For Dept 895 FLEET		35,364.44	
		Total For Fund 661 EQUIPM		35,364.44	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	STATE OF MICHIGAN	IFT STATE OF MICHIGAN 201	11,945.39	69352
		Total For Dept 000		11,945.39	
		Total For Fund 703 CURREN		11,945.39	

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

Fund 101	GENERAL FUND	17,987.83
Fund 202	MAJOR STREET FUN	10,022.89
Fund 203	LOCAL STREET FUN	2,777.88
Fund 238	HISTORICAL DISTR	5,420.00
Fund 581	AIRPORT FUND	798.25
Fund 590	WASTEWATER FUND	85,368.66
Fund 591	WATER FUND	5,283.19
Fund 636	DATA PROCESSING	400.00
Fund 661	EQUIPMENT FUND	35,364.44
Fund 703	CURRENT TAX COLL	11,945.39

175,368.53



LOWELL CITY COUNCIL

MEMORANDUM

DATE: March 29, 2017

TO: Mayor DeVore and the City Council

FROM: Michael T. Burns, City Manager MB

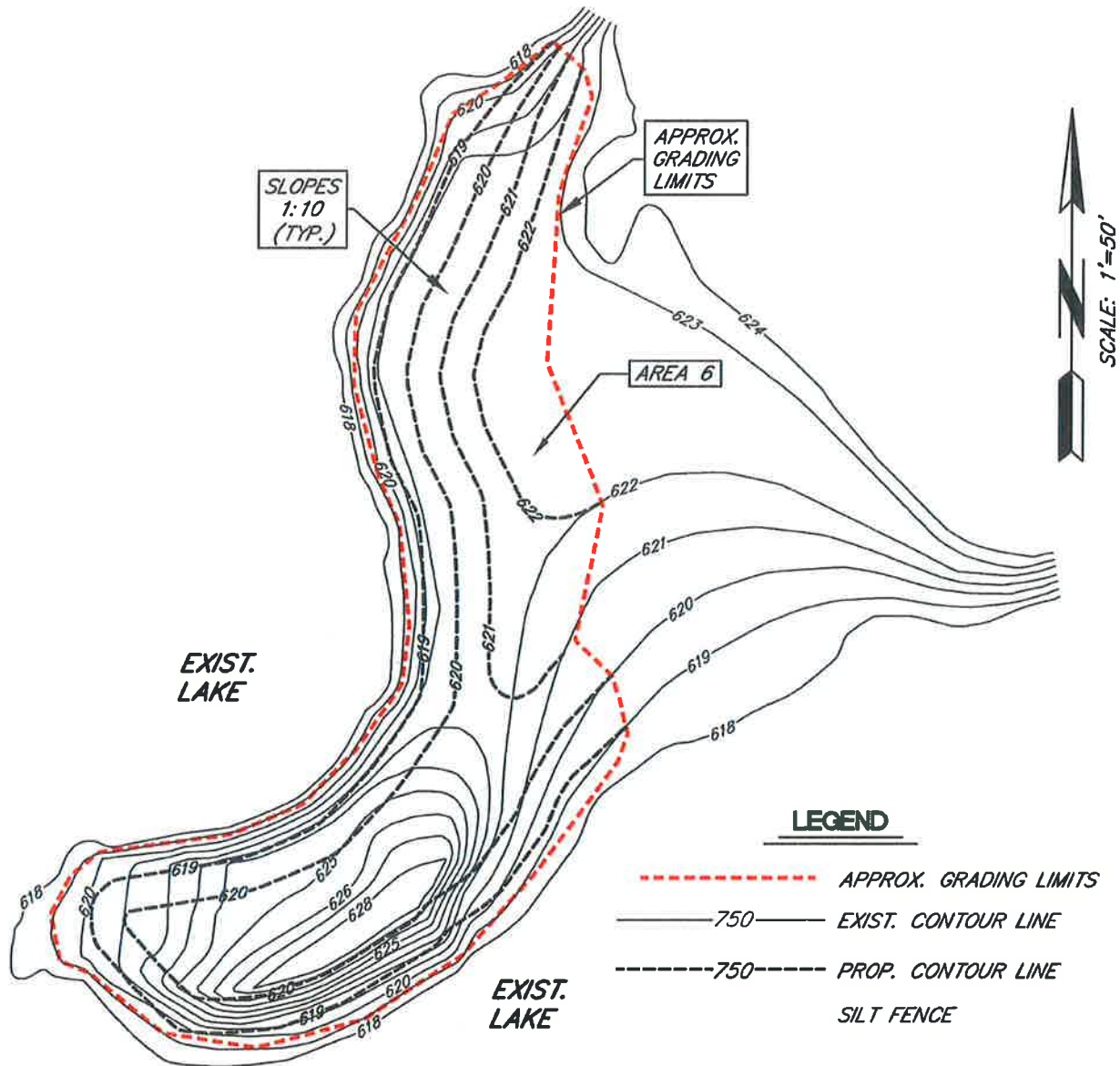
RE: Compensation Cut

King Milling is in the process of building new grain bins on their site for their business operations. As a result, they will need to raise the grade of their site to allow for the bins to be installed. This will cause changes to the flood plain. In order to keep within compliance of regulations regarding the flood plain, King Milling will need to provide a compensation cut at another location. This was an action directed for them by the Planning Commission and will be required by the Michigan Department of Environmental Quality (DEQ).

King Milling is providing a proposal to make a compensation cut of a ridge along the shore at Stony Lakeside Park. Attached are two drawings prepared for the DEQ permit and various photographs from our site visit. These reference the area of Stony Lakeside Park where floodplain mitigation (compensating cut) would take place. This is the same area that was used in a prior project. Approximately 1500 cubic yards would be removed for this mitigation.

The proposed financial compensation may be to restore the area to a better condition (i.e. flat, smooth, guaranteed grass growth). DPW will request to have the final sign off on the finish product to ensure all areas are properly restored and no damage to parking lot and curbs have occurred during the project. This matter has been presented to both the Arbor Board and Parks Commission. Neither entity had an issue with the request. The Arbor Board requested for \$500 in compensation their fund in the event any trees are removed.

I am recommending that the City Council allow King Milling to make the appropriate Compensation Cut at Stony Lakeside Park to mitigate flood plain issues at their current site.

**LEGEND**

- - - - - APPROX. GRADING LIMITS
 — 750 — EXIST. CONTOUR LINE
 - - - - - 750 - - - - - PROP. CONTOUR LINE
 SILT FENCE

MDEQ FILE #XX-XX-XXXX-X
 Prop. Address: 149 S. Hudson Street, SE

FILE NO. F:\2017\170001-DEQ.DWG

LEGEND

- - IRON STAKE - SET
- - IRON FOUND
- - WOOD STAKE
- R - RECORDED DIMENSION
- D - DEED DIMENSION



Roosien & Associates
 SURVEYING AND ENGINEERING

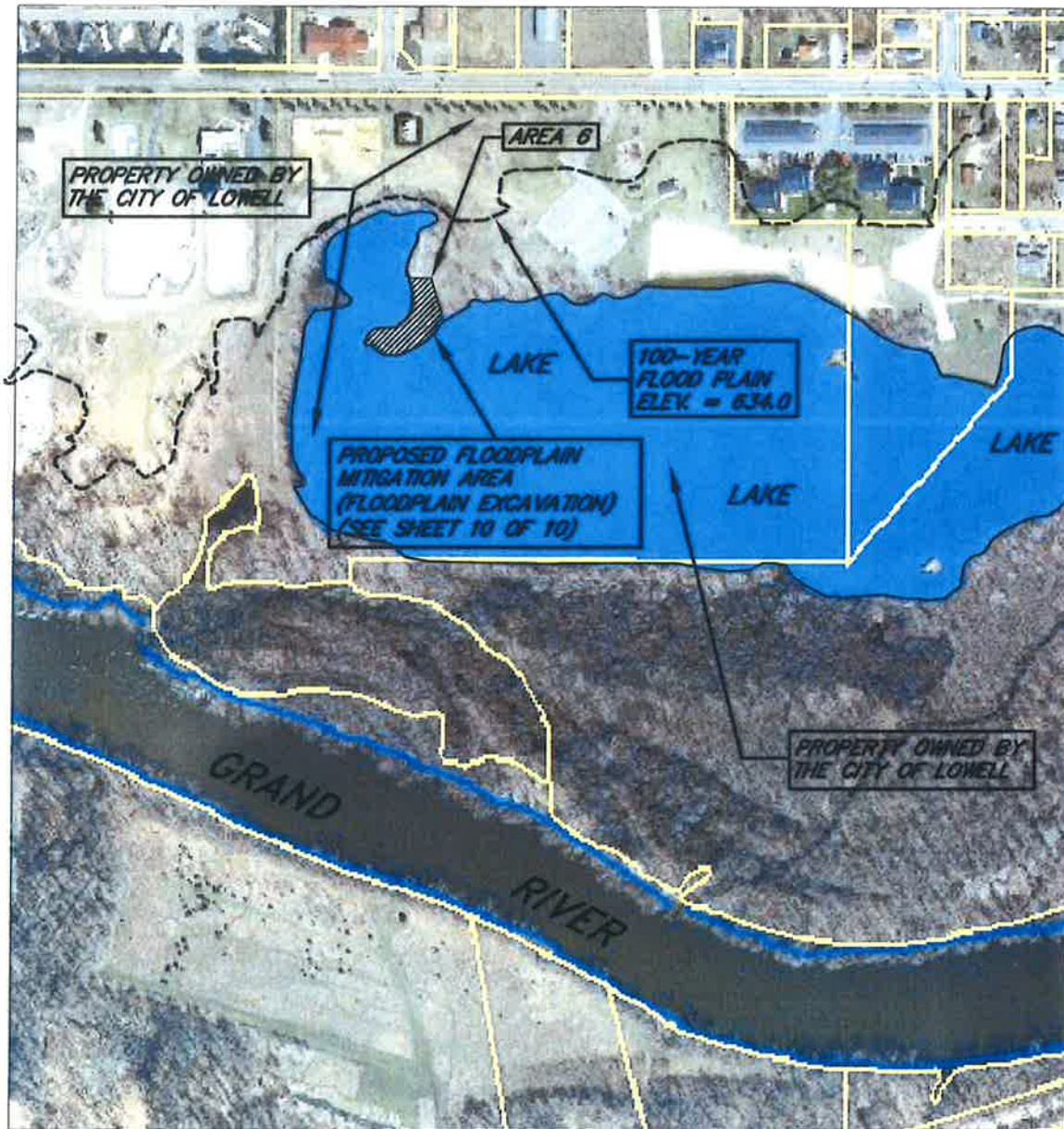
**FLOODPLAIN FILL AND EXCAVATION
 IN
 PART OF SECTION 2, T6N, R9W
 LOWELL TOWNSHIP, KENT CO., MI.**

PREPARED FOR:
 JIM DOYLE
 KING MILLING
 115 S. BROADWAY
 LOWELL, MI 49331

DATE:
 February 8, 2017

FLOODPLAIN MITIGATION VICINITY MAP

SHEET 2 OF 10



MDEQ FILE #XX-XX-XXXX-X
Prop. Address: 149 S. Hudson Street, SE

FILE NO. F:\2017\170001-DEQ.DWG

LEGEND

- - IRON STAKE - SET
- - IRON FOUND
- - WOOD STAKE
- R - RECORDED DIMENSION
- D - DEED DIMENSION
- M - MEASURED DIMENSION
- C - CENTER LINE
- x-x - FENCE LINE

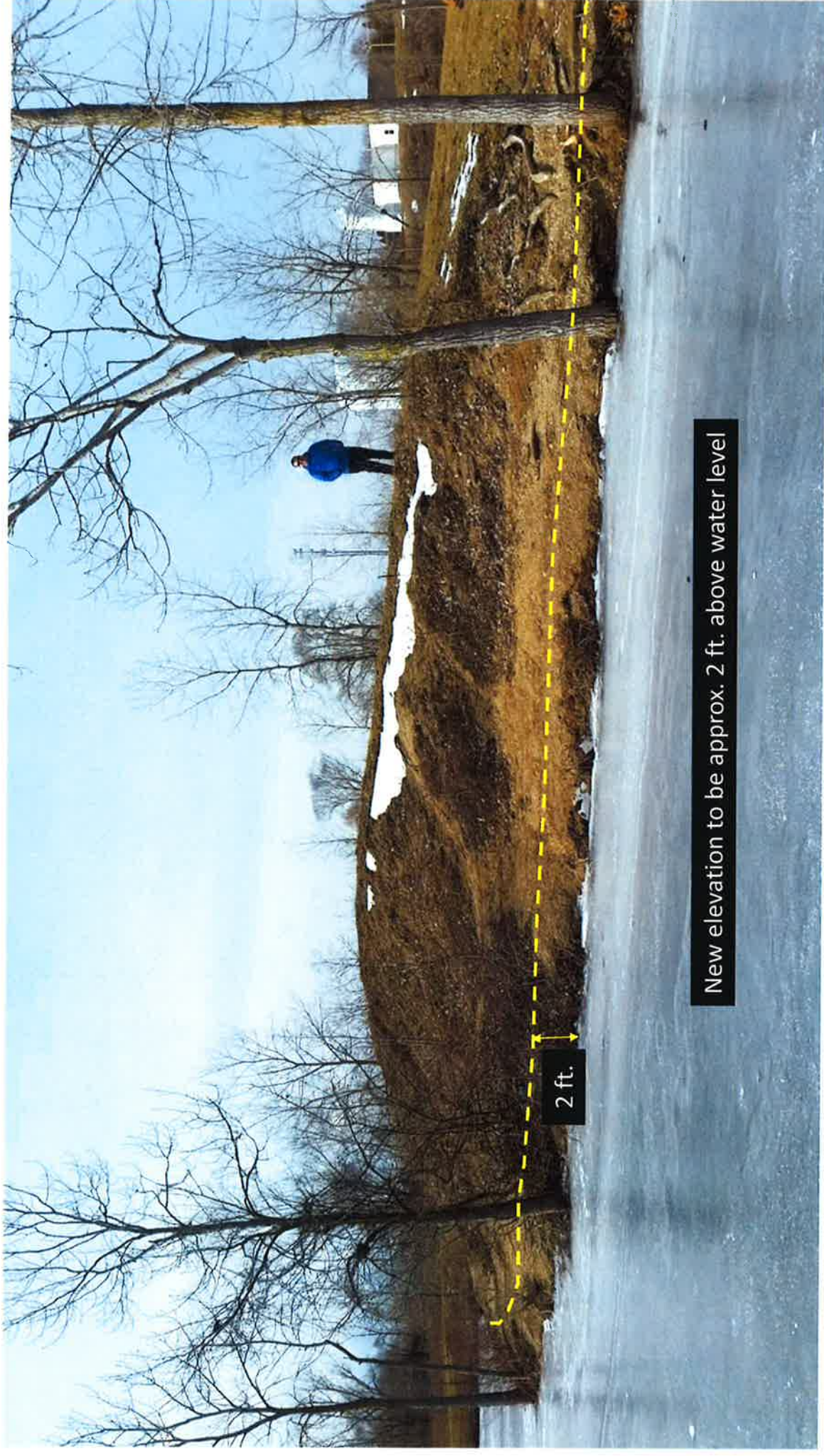


5055 PLAINFIELD AVE. NE
GRAND RAPIDS, MI 49525
TELE. (616) 361-7220
FAX (616) 361-1822

FLOODPLAIN FILL AND EXCAVATION IN PART OF SECTION 2, T6N, R9W LOWELL TOWNSHIP, KENT CO., MI.

PREPARED FOR:
JIM DOYLE
KING MILLING
115 S. BROADWAY
LOWELL, MI 49331

DATE:
February 8, 2017



New elevation to be approx. 2 ft. above water level



**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 05-17

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

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

WHEREAS, the Department of Light and Power ("LL&P") of the City of Lowell (the "City") has determined to acquire a natural gas compressor (the "Compressor") at a cost of \$603,000.00 and to finance the costs thereof through an installment purchase; and

WHEREAS, the LL&P has selected Natural Gas Compression Systems, Inc., Traverse City, Michigan, as the vendor (the "Vendor"), for the Compressor; and

WHEREAS, the cost of the Compressor is \$603,000.00, and the City has determined to finance the entire cost plus \$2,500 costs of financing, i.e. a total of \$605,500.00, through an installment purchase; and

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

WHEREAS, the outstanding balance of all such installment purchases by the City under Act 99, exclusive of interest, shall not exceed one and one-quarter percent (1-1/4%) of the

equalized assessed value of real and personal property in the City on the date of such agreement or agreements; and

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

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

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

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

WHEREAS, the City Council desires to authorize the undertaking of all such acts necessary to complete the financing of the cost of the Compressor and related financing costs, i.e. \$605,500.00.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the acquisition of the Compressor is hereby found and declared to be for valid public purposes and in the best interests of the health, safety and welfare of the residents of the City.
2. That the proposal of the Financial Institution is hereby approved and that the cost of the Compressor including related financing costs in the amount of \$605,500.00 shall be

financed through the Financial Institution through an installment purchase at an interest rate of 1.80% per annum by the level payment of monthly principal and interest commencing July 1, 2017, and ending June 1, 2022.

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

4. That the Compressor has a useful life extending beyond June 1, 2022, the term of the Agreement.

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

6. That the City designates the interest payments payable pursuant to the Agreement as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended (the "Code"), and does not reasonably anticipate that it and all its subordinate entities will issue qualified tax-exempt obligations in excess of \$10,000,000 during the 2017 calendar year.

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

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

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

YES: Councilmembers _____

NO: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: April 3, 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, at a regular meeting held on April 3, 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: April 3, 2017

Susan Ullery, City Clerk

EXHIBIT A

**CITY OF LOWELL
KENT COUNTY, MICHIGAN
ACT 99 INSTALLMENT PURCHASE, SERIES 2017
(Natural Gas Compressor)**

INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT made and executed as of April 12, 2017, (hereinafter referred to as the “Agreement”), by and between the **City of Lowell**, Kent County, Michigan, a Michigan home rule city, organized and existing under the Constitution and laws of the State of Michigan (hereinafter referred to as the “City”), **Natural Gas Compression Systems, Inc.**, Traverse City, Michigan (hereinafter referred to as the “Vendor”), and **Mercantile Bank of Michigan**, Grand Rapids, Michigan, as assignee of the Vendor (hereinafter referred to as the “Financial Institution”).

WITNESSETH:

WHEREAS, the City intends to acquire a natural gas compressor described on Exhibit A attached hereto (hereinafter referred to as the “Compressor”) from the Vendor for use by the City for public purposes; and

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

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

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

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

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

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

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

“Compressor” means the natural gas compressor described in Exhibit A attached hereto.

“Financed Funds” means the sum of \$605,500.00 to be provided by the Financial Institution towards the Purchase Price of the Compressor and related financing costs.

“Financed Purchase Price” means the Purchase Price of the Compressor, namely \$605,500.00, to be provided pursuant to the terms of this Agreement.

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

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

“Interest Rate” means an interest rate of 1.80% per annum, computed on the basis of a 360-day year for the actual number of days elapsed.

“Payment Date” means the date a Principal Payment and Interest Payment are due and payable in accordance with the schedule set forth in Exhibit B attached hereto. The first Payment Date shall be July 1, 2017, and subsequent Payment Dates shall be the first day of each subsequent calendar month to and including June 1, 2022.

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

“Purchase Price” means the purchase price of the Compressor in the amount of \$603,000.00 to be financed pursuant to this Agreement.

“State” means the State of Michigan.

“Vendor” means Natural Gas Compression Systems, Inc., Traverse City, Michigan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the City:

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

If to the Financial Institution:

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

If to the Vendor:

Natural Gas Compression Systems, Inc.
2480 Aero-Park Drive
Traverse City, Michigan 49686

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

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

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

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

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

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

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

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

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

CITY OF LOWELL
"City"

By: _____
Michael DeVore, Mayor

Attest:

Susan Ullery, City Clerk

MERCANTILE BANK OF MICHIGAN
“Financial Institution”

By: _____
Daniel P. Mitchell
Vice President

NATURAL GAS COMPRESSION SYSTEMS,
INC.
“Vendor”

By: _____
William Jenkins
Vice President

EXHIBIT A
COMPRESSOR

Description	Quantity	Purchase Price
Caterpillar CG 137-12 LE engine/Ariel JGJ/4-3 stage natural gas compressor package	1	\$603,000.00

EXHIBIT B

INSTALLMENT PAYMENTS

Payment Date	Principal Payment	Interest Payment	Total Principal and Interest Payment
July 1, 2017	\$8,171.54	\$2,422.00	\$10,593.54
August 1, 2017	9,667.68	925.86	10,593.54
September 1, 2017	9,682.67	910.87	10,593.54
October 1, 2017	9,726.57	866.97	10,593.54
November 1, 2017	9,712.75	880.79	10,593.54
December 1, 2017	9,755.73	837.81	10,593.54
January 1, 2018	9,742.93	850.61	10,593.54
February 1, 2018	9,758.03	835.51	10,593.54
March 1, 2018	9,852.55	740.99	10,593.54
April 1, 2018	9,788.44	805.12	10,593.54
May 1, 2018	9,829.08	764.46	10,593.54
June 1, 2018	9,818.83	774.71	10,593.54
July 1, 2018	9,858.55	734.99	10,593.54
August 1, 2018	9,849.33	744.21	10,593.54
September 1, 2018	9,864.60	728.94	10,593.54
October 1, 2018	9,902.91	690.63	10,593.54
November 1, 2018	9,895.24	698.30	10,593.54
December 1, 2018	9,932.61	660.93	10,593.54
January 1, 2019	9,925.97	667.57	10,593.54
February 1, 2019	9,941.36	652.18	10,593.54
March 1, 2019	10,018.39	575.15	10,593.54
April 1, 2019	9,972.29	621.25	10,593.54
May 1, 2019	10,007.29	586.25	10,593.54
June 1, 2019	10,003.26	590.28	10,593.54
July 1, 2019	10,037.31	556.23	10,593.54
August 1, 2019	10,034.32	559.22	10,593.54
September 1, 2019	10,049.88	543.66	10,593.54
October 1, 2019	10,082.49	511.05	10,593.54
November 1, 2019	10,081.08	512.46	10,593.54
December 1, 2019	10,112.74	480.80	10,593.54
January 1, 2020	10,112.38	481.16	10,593.54
February 1, 2020	10,128.06	465.48	10,593.54
March 1, 2020	10,172.77	420.77	10,593.54
April 1, 2020	10,159.52	434.05	10,593.54
May 1, 2020	10,188.76	404.78	10,593.54
June 1, 2020	10,191.06	402.48	10,593.54
July 1, 2020	10,219.33	374.21	10,593.54

August 1, 2020	10,222.70	370.84	10,593.54
September 1, 2020	10,238.55	354.99	10,593.54
October 1, 2020	10,265.35	328.19	10,593.54
November 1, 2020	10,270.33	323.21	10,593.54
December 1, 2020	10,296.16	297.38	10,593.54
January 1, 2021	10,302.20	291.34	10,593.54
February 1, 2021	10,318.17	275.37	10,593.54
March 1, 2021	10,359.27	234.27	10,593.54
April 1, 2021	10,350.22	243.32	10,593.54
May 1, 2021	10,373.60	219.94	10,593.54
June 1, 2021	10,382.34	211.20	10,593.54
July 1, 2021	10,404.73	188.81	10,593.54
August 1, 2021	10,414.56	178.98	10,593.54
September 1, 2021	10,430.71	162.83	10,593.54
October 1, 2021	10,451.61	141.93	10,593.54
November 1, 2021	10,463.07	130.47	10,593.54
December 1, 2021	10,482.98	110.56	10,593.54
January 1, 2022	10,495.54	98.00	10,593.54
February 1, 2022	10,511.81	81.73	10,593.54
March 1, 2022	10,534.44	59.10	10,593.54
April 1, 2022	10,544.43	49.11	10,593.54
May 1, 2022	10,561.83	31.71	10,593.54
June 1, 2022	10,577.12	27.50	10,604.62

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 06-17

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN INSTALLMENT PURCHASE
AGREEMENT PAYMENT AGREEMENT WITH THE
LOWELL BOARD OF LIGHT AND POWER**

Councilmember _____, supported by Councilmember _____,

moved the adoption of the following resolution:

WHEREAS, the Lowell Board of Light and Power (the "Board") has determined to purchase for use by the City's electric utility a Caterpillar CG 137-12 LE engine/Ariel JGJ/4-3 stage natural gas compressor (the "Compressor") and has requested that the cost there of including related financing costs be financed through a five year installment purchase of the City pursuant to Act 99 of the Public Acts of Michigan of 1933, as amended, ("Act 99"); and

WHEREAS, pursuant to the Board's request and pursuant to Act 99, the City agreed to enter into an installment purchase agreement (the "IPA") with the vendor of the Compressor and Mercantile Bank of Michigan for the financing; and

WHEREAS, it has been agreed by the City and the Board, since the Compressor will be used entirely by the electric utility, that the Board shall be responsible for paying the IPA installment payments when due pursuant to an agreement between the City and the Board.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Installment Purchase Agreement Payment Agreement (the "Agreement") between the City and the Board in the form presented at this meeting is approved.
2. That the Mayor and City Clerk are authorized and directed to execute the Agreement for and on behalf of the City.

3. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: April 3, 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, at a regular meeting held on April 3, 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: April 3, 2017

Susan Ullery, City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 07-17

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

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

WHEREAS, the City of Lowell (the “City”) has determined to acquire a 926M Wheel Loader (the “Wheel Loader”) at a cost of \$177,070.00 and to finance the costs thereof through an installment purchase; and

WHEREAS, the City has selected Michigan CAT, Novi, Michigan, as the vendor (the “Vendor”), for the Wheel Loader; and

WHEREAS, the cost of the Wheel Loader and related financing costs in the total amount of \$179,000.00 the City has determined to finance through an installment purchase; and

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

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

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

WHEREAS, the City requested proposals for financing the cost of the Wheel Loader and related financing costs through an installment purchase agreement pursuant to Act 99; and

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

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

WHEREAS, the City Council desires to authorize the undertaking of all such acts necessary to complete the financing of the cost of the Wheel Loader and related financing costs, i.e. \$179,000.00.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

2. That the proposal of the Financial Institution is hereby approved and that the cost of the Wheel Loader including related financing costs in the amount of \$179,000.00 shall be financed through the Financial Institution through an installment purchase at an interest rate of

1.80% per annum by the level payment of monthly principal and interest commencing July 1, 2017, and ending June 1, 2022.

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

4. That the Wheel Loader has a useful life extending beyond June 1, 2022, the term of the Agreement.

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

6. That the City designates the interest payments payable pursuant to the Agreement as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended (the "Code"), and does not reasonably anticipate that it and all its subordinate entities will issue qualified tax-exempt obligations in excess of \$10,000,000 during the 2017 calendar year.

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

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

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

YES: Councilmembers _____

NO: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: April 3, 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 April 3, 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: April 3, 2017

Susan Ullery, City Clerk

EXHIBIT A
CITY OF LOWELL
KENT COUNTY, MICHIGAN
ACT 99 INSTALLMENT PURCHASE, SERIES 2017
(Wheel Loader)

INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT made and executed as of April 12, 2017, (hereinafter referred to as the “Agreement”), by and between the **City of Lowell**, Kent County, Michigan, a Michigan home rule city, organized and existing under the Constitution and laws of the State of Michigan (hereinafter referred to as the “City”), **Michigan CAT**, Novi, Michigan (hereinafter referred to as the “Vendor”), and **Mercantile Bank of Michigan**, Grand Rapids, Michigan, as assignee of the Vendor (hereinafter referred to as the “Financial Institution”).

WITNESSETH:

WHEREAS, the City intends to acquire a 926M Wheel Loader described on Exhibit A attached hereto (hereinafter referred to as the “Wheel Loader”) from the Vendor for use by the City for public purposes; and

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

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

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

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

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

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

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

“Financed Funds” means the sum of \$179,000.00 to be provided by the Financial Institution towards the Purchase Price of the Wheel Loader and related financing costs.

“Financed Purchase Price” means the Purchase Price of the Wheel Loader, namely \$179,000.00, to be provided pursuant to the terms of this Agreement.

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

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

“Interest Rate” means an interest rate of 1.80% per annum, computed on the basis of a 360-day year for the actual number of days elapsed.

“Payment Date” means the date a Principal Payment and Interest Payment are due and payable in accordance with the schedule set forth in Exhibit B attached hereto. The first Payment Date shall be July 1, 2017, and subsequent Payment Dates shall be the first day of each subsequent calendar month to and including June 1, 2022.

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

“Purchase Price” means the purchase price of the Wheel Loader in the amount of \$177,070.00 to be financed pursuant to this Agreement.

“State” means the State of Michigan.

“Vendor” means Michigan CAT, Novi, Michigan.

“Wheel Loader” means the 926M Wheel Loader described in Exhibit A attached hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the City:

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

If to the Financial Institution:

Mercantile Bank of Michigan
310 Leonard Street
Grand Rapids, Michigan 49504

If to the Vendor:

Michigan CAT
24800 Novi Road
Novi, Michigan 48375

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

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

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

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

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

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

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

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

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

CITY OF LOWELL
"City"

By: _____
Michael DeVore, Mayor

Attest:

Susan Ullery, City Clerk

MERCANTILE BANK OF MICHIGAN
“Financial Institution”

By: _____
Daniel P. Mitchell
Vice President

MICHIGAN CAT
“Vendor”

By: _____
Its: _____

EXHIBIT A

Wheel Loader

Description	Quantity	Purchase Price
Caterpillar 926M Wheel Loader	1	\$177,070.00

EXHIBIT B

INSTALLMENT PAYMENTS

Payment Date	Principal Payment	Interest Payment	Total Principal and Interest Payment
July 1, 2017	\$2,415.70	\$716.00	\$3,131.70
August 1, 2017	2,857.99	273.71	3,131.70
September 1, 2017	2,862.42	269.28	3,131.70
October 1, 2017	2,875.40	256.30	3,131.70
November 1, 2017	2,871.32	260.38	3,131.70
December 1, 2017	2,884.02	247.68	3,131.70
January 1, 2018	2,880.24	251.46	3,131.70
February 1, 2018	2,884.70	247.00	3,131.70
March 1, 2018	2,912.64	219.06	3,131.70
April 1, 2018	2,893.69	238.01	3,131.70
May 1, 2018	2,905.71	225.99	3,131.70
June 1, 2018	2,902.68	229.02	3,131.70
July 1, 2018	2,914.42	217.28	3,131.70
August 1, 2018	2,911.69	220.01	3,131.70
September 1, 2018	2,916.21	215.49	3,131.70
October 1, 2018	2,927.53	204.17	3,131.70
November 1, 2018	2,925.27	206.43	3,131.70
December 1, 2018	2,936.31	195.39	3,131.70
January 1, 2019	2,934.35	197.35	3,131.70
February 1, 2019	2,938.90	192.80	3,131.70
March 1, 2019	2,961.67	170.03	3,131.70
April 1, 2019	2,948.04	183.66	3,131.70
May 1, 2019	2,958.39	173.31	3,131.70
June 1, 2019	2,957.20	174.50	3,131.70
July 1, 2019	2,967.26	164.44	3,131.70
August 1, 2019	2,966.38	165.32	3,131.70
September 1, 2019	2,970.98	160.72	3,131.70
October 1, 2019	2,980.62	151.08	3,131.70
November 1, 2019	2,980.21	151.49	3,131.70
December 1, 2019	2,989.56	142.14	3,131.70
January 1, 2020	2,989.46	142.24	3,131.70
February 1, 2020	2,994.09	137.61	3,131.70
March 1, 2020	3,007.31	124.39	3,131.70
April 1, 2020	3,003.39	128.31	3,131.70
May 1, 2020	3,012.04	119.66	3,131.70
June 1, 2020	3,012.72	118.98	3,131.70
July 1, 2020	3,021.08	110.62	3,131.70

August 1, 2020	3,022.07	109.63	3,131.70
September 1, 2020	3,026.76	104.94	3,131.70
October 1, 2020	3,034.68	97.02	3,131.70
November 1, 2020	3,036.15	95.55	3,131.70
December 1, 2020	3,043.79	87.91	3,131.70
January 1, 2021	3,045.57	86.13	3,131.70
February 1, 2021	3,050.29	81.41	3,131.70
March 1, 2021	3,062.44	69.26	3,131.70
April 1, 2021	3,059.77	71.93	3,131.70
May 1, 2021	3,066.68	65.02	3,131.70
June 1, 2021	3,069.27	62.43	3,131.70
July 1, 2021	3,075.88	55.82	3,131.70
August 1, 2021	3,078.79	52.91	3,131.70
September 1, 2021	3,083.56	48.14	3,131.70
October 1, 2021	3,089.74	41.96	3,131.70
November 1, 2021	3,093.13	38.57	3,131.70
December 1, 2021	3,099.02	32.68	3,131.70
January 1, 2022	3,102.73	28.97	3,131.70
February 1, 2022	3,107.54	24.16	3,131.70
March 1, 2022	3,114.23	17.47	3,131.70
April 1, 2022	3,117.18	14.52	3,131.70
May 1, 2022	3,122.33	9.37	3,131.70
June 1, 2022	3,126.81	8.13	3,134.94

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 08-17

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

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

WHEREAS, the City of Lowell (the "City") has determined to acquire a S550 T4 Bobcat Skid-Steer Loader (the "Skid-Steer Loader") at a cost of \$45,467.38 and to finance the costs thereof through an installment purchase; and

WHEREAS, the City has selected Carleton Equipment Bobcat of Grand Rapids, Byron Center, Michigan, as the vendor (the "Vendor"), for the Skid-Steer Loader; and

WHEREAS, the cost of the Skid-Steer Loader and related financing costs in the total amount of \$47,000.00 the City has determined to finance through an installment purchase; and

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

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

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

WHEREAS, the City requested proposals for financing the cost of the Skid-Steer Loader and related financing costs through an installment purchase agreement pursuant to Act 99; and

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

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

WHEREAS, the City Council desires to authorize the undertaking of all such acts necessary to complete the financing of the cost of the Skid-Steer Loader and related financing costs, i.e. \$47,000.00.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

2. That the proposal of the Financial Institution is hereby approved and that the cost of the Skid-Steer Loader including related financing costs in the amount of \$47,000.00 shall be financed through the Financial Institution through an installment purchase at an interest rate of

1.80% per annum by the level payment of monthly principal and interest commencing July 1, 2017, and ending June 1, 2022.

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

4. That the Skid-Steer Loader has a useful life extending beyond June 1, 2022, the term of the Agreement.

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

6. That the City designates the interest payments payable pursuant to the Agreement as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended (the "Code"), and does not reasonably anticipate that it and all its subordinate entities will issue qualified tax-exempt obligations in excess of \$10,000,000 during the 2017 calendar year.

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

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

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

YES: Councilmembers _____

NO: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: April 3, 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 April 3, 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: April 3, 2017

Susan Ullery, City Clerk

EXHIBIT A
CITY OF LOWELL
KENT COUNTY, MICHIGAN
ACT 99 INSTALLMENT PURCHASE, SERIES 2017
(Skid-Steer Loader)

INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT made and executed as of April 12, 2017, (hereinafter referred to as the “Agreement”), by and between the **City of Lowell**, Kent County, Michigan, a Michigan home rule city, organized and existing under the Constitution and laws of the State of Michigan (hereinafter referred to as the “City”), **Carleton Equipment Bobcat of Grand Rapids**, Byron Center, Michigan (hereinafter referred to as the “Vendor”), and **Mercantile Bank of Michigan**, Grand Rapids, Michigan, as assignee of the Vendor (hereinafter referred to as the “Financial Institution”).

WITNESSETH:

WHEREAS, the City intends to acquire a skid-steer loader described on Exhibit A attached hereto (hereinafter referred to as the “Skid-Steer Loader”) from the Vendor for use by the City for public purposes; and

WHEREAS, the City desires to pay for the cost of the Skid-Steer Loader through an installment purchase as authorized by Act 99 of the Public Acts of Michigan of 1933, as amended (hereinafter referred to as “Act 99”); and

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

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

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

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

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

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

“Financed Funds” means the sum of \$47,000.00 to be provided by the Financial Institution towards the Purchase Price of the Skid-Steer Loader and related financing costs.

“Financed Purchase Price” means the Purchase Price of the Skid-Steer Loader, namely \$47,000.00, to be provided pursuant to the terms of this Agreement.

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

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

“Interest Rate” means an interest rate of 1.80% per annum, computed on the basis of a 360-day year for the actual number of days elapsed.

“Payment Date” means the date a Principal Payment and Interest Payment are due and payable in accordance with the schedule set forth in Exhibit B attached hereto. The first Payment Date shall be July 1, 2017, and subsequent Payment Dates shall be the first day of each subsequent calendar month to and including June 1, 2022.

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

“Purchase Price” means the purchase price of the Skid-Steer Loader in the amount of \$45,467.38 to be financed pursuant to this Agreement.

“Skid-Steer Loader” means the Skid-Steer Loader described in Exhibit A attached hereto.

“State” means the State of Michigan.

“Vendor” means Carlton Equipment Bobcat of Grand Rapids, Byron Center, Michigan.

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

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

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

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

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

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

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

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

Section 7. Ownership of Skid-Steer Loader. Upon delivery to and acceptance by the City, ownership of the Skid-Steer Loader shall vest in the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the City:

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

If to the Financial Institution:

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

If to the Vendor:

Carleton Equipment Bobcat of Grand Rapids
343 100th Street, S.W.
Byron Center, Michigan 49315

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

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

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

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

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

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

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

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

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

CITY OF LOWELL
"City"

By: _____
Michael DeVore, Mayor

Attest:

Susan Ullery, City Clerk

MERCANTILE BANK OF MICHIGAN
“Financial Institution”

By: _____
Daniel P. Mitchell
Vice President

CARLETON EQUIPMENT BOBCAT OF
GRAND RAPIDS
“Vendor”

By: _____
Rick Scheidel
Its: _____

EXHIBIT A

Skid-Steer Loader

Description	Quantity	Purchase Price
S550T4 Bobcat Skid-Steer Loader	1	\$45,467.38

EXHIBIT B

INSTALLMENT PAYMENTS

Payment Date	Principal Payment	Interest Payment	Total Principal and Interest Payment
July 1, 2017	\$634.29	\$188.00	\$822.29
August 1, 2017	750.42	71.87	822.29
September 1, 2017	751.59	70.70	822.29
October 1, 2017	754.99	67.30	822.29
November 1, 2017	753.92	68.37	822.29
December 1, 2017	757.26	65.03	822.29
January 1, 2018	756.26	66.03	822.29
February 1, 2018	757.44	64.85	822.29
March 1, 2018	764.77	57.52	822.29
April 1, 2018	759.80	62.49	822.29
May 1, 2018	762.95	59.34	822.29
June 1, 2018	762.16	60.13	822.29
July 1, 2018	765.24	57.05	822.29
August 1, 2018	764.52	57.77	822.29
September 1, 2018	765.71	56.58	822.29
October 1, 2018	768.68	53.61	822.29
November 1, 2018	768.09	54.20	822.29
December 1, 2018	770.99	51.30	822.29
January 1, 2019	770.47	51.82	822.29
February 1, 2019	771.67	50.62	822.29
March 1, 2019	777.65	44.64	822.29
April 1, 2019	774.07	48.22	822.29
May 1, 2019	776.78	45.51	822.29
June 1, 2019	776.47	45.82	822.29
July 1, 2019	779.11	43.18	822.29
August 1, 2019	778.88	43.41	822.29
September 1, 2019	780.09	42.20	822.29
October 1, 2019	782.62	39.67	822.29
November 1, 2019	782.51	39.78	822.29
December 1, 2019	784.97	37.32	822.29
January 1, 2020	784.94	37.35	822.29
February 1, 2020	786.16	36.13	822.29
March 1, 2020	789.63	32.66	822.29
April 1, 2020	788.60	33.69	822.29
May 1, 2020	790.87	31.42	822.29
June 1, 2020	791.05	31.24	822.29
July 1, 2020	793.24	29.05	822.29

August 1, 2020	793.50	28.79	822.29
September 1, 2020	794.73	27.56	822.29
October 1, 2020	796.82	25.47	822.29
November 1, 2020	797.20	25.09	822.29
December 1, 2020	799.21	23.08	822.29
January 1, 2021	799.68	22.61	822.29
February 1, 2021	800.92	21.37	822.29
March 1, 2021	804.11	18.18	822.29
April 1, 2021	803.40	18.89	822.29
May 1, 2021	805.22	17.07	822.29
June 1, 2021	805.90	16.39	822.29
July 1, 2021	807.63	14.66	822.29
August 1, 2021	808.40	13.89	822.29
September 1, 2021	809.65	12.64	822.29
October 1, 2021	811.27	11.02	822.29
November 1, 2021	812.16	10.13	822.29
December 1, 2021	813.71	8.58	822.29
January 1, 2022	814.68	7.61	822.29
February 1, 2022	815.95	6.34	822.29
March 1, 2022	817.70	4.59	822.29
April 1, 2022	818.48	3.81	822.29
May 1, 2022	819.93	2.46	822.29
June 1, 2022	820.99	2.13	823.12

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 09-17

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN INSTALLMENT PURCHASE
AGREEMENTS PAYMENT AGREEMENT WITH THE
CITY OF LOWELL DOWNTOWN DEVELOPMENT
AUTHORITY RELATED TO THE FINANCING OF THE
COST OF PURCHASING A WHEEL LOADER AND SKID-
STEER LOADER**

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

WHEREAS, the City has determined to purchase a 926M Wheel Loader (the “Wheel Loader”) and a S550T4 Bobcat Skid-Steer Loader (the “Skid-Steer Loader”) for use for public purposes; and

WHEREAS, the City has further determined to finance the cost of the Wheel Loader and Skid-Steer Loader through five-year installment purchases pursuant to Act 99 of the Public Acts of Michigan of 1933, as amended, and has entered into installment purchase agreements in connection therewith; and

WHEREAS, the City and the City of Lowell Downtown Development Authority (the “DDA”) have determined that the Wheel Loader and Skid-Steer Loader will be utilized 40% of the time within the Development Area of the DDA and that the DDA should proportionately share in the cost of financing their acquisition.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Installment Purchase Agreements Payment Agreement (the “Agreement”) between the City and the DDA in the form presented at this meeting is approved.

2. That the Mayor and City Clerk are authorized and directed to execute the Agreement for and on behalf of the City.

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

YES: Councilmembers _____

NO: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: April 3, 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, at a regular meeting held on April 3, 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: April 3, 2017

Susan Ullery, City Clerk



LOWELL CITY COUNCIL MEMORANDUM

DATE: March 30, 2017

TO: Michael Burns
City Manager 

FROM: Rich LaBombard
Director of Public Works

RE: N. Jefferson Street Resurfacing
& Utility Improvement Bids

On March 22, 2017, bids were received for the N. Jefferson Street Resurfacing & Utility Improvement project. A total of seven bids were received and the results of the reviewed bid amounts are listed below. The Engineer's estimate for the project was \$539,155.

Bidder:	As Read	As Corrected
CL Trucking & Excavating	\$449,110.50	N/A
Wyoming Excavating	\$492,102.00	N/A
Kamminga & Roodeveldts	\$512,331.50	\$512,831.50
Lodestar	\$518,000.85	N/A
C&D Hughes	\$534,561.64	\$527,372.64
Dykema Excavators, Inc.	\$538,270.85	N/A
Nagel Construction, Inc.	\$559,609.10	N/A

The low bidder, CL Trucking & Excavating has completed several successful projects for the City of Lowell, the most recent being the street and utility work in 2015 on Washington, Jefferson, Jackson, Grove & High Streets and the North Center and Heffron street and utility work in 2011.

The N. Jefferson Street project will include the resurfacing from Avery Street to Fremont Street with select curb replacement, select water main replacement, select sanitary sewer replacement and limited sidewalk replacement. The contractor anticipates a mid-April start—weather dependent.

Funds for this project have been allocated from the following accounts:

- Major Street – Capital Outlay – 202-450-970 - \$362,676
- Water Distribution – Capital Outlay - \$591-571-970 - \$40,615
- Wastewater Collection – Capital Outlay – 590-551-970 - \$45,820

I recommend City Council accept CL Trucking and Excavating's bid of \$449,110.50 for the N. Jefferson Street Resurfacing and Utility Improvement project.

williams&works

engineers | surveyors | planners

March 24, 2017

Mr. Michael Burns, Manager
City of Lowell
301 E. Main Street
Lowell, MI 49331-1798

RE: N. Jefferson St. Resurfacing & Utility Improvements - Bid Summary

Dear Mr. Burns:

Bids were received on March 22, 2017 at 11 a.m. for the N. Jefferson St. Resurfacing & Utility project. A total of 7 bids were received and the results of the reviewed bid amounts are presented below. A copy of the complete bid tab is attached.

	As Read	As Corrected
CL Trucking & Excavating	\$ 449,110.50	n/a
Wyoming Excavating	\$ 492,102.00	n/a
Kamminga & Roodeveldts	\$ 512,331.50	\$ 512,831.50
Lodestar	\$ 518,000.85	n/a
C&D Hughes	\$ 534,561.64	\$ 527,372.64
Dykema Excavators, Inc	\$ 538,270.85	n/a
Nagel Construction, Inc.	\$ 559,609.10	n/a

The Engineer's estimate for the project was \$539,155.

The low bidder, CL Trucking & Excavating has completed several successful projects for the City of Lowell, the most recent being the street and utility work in 2015 on Washington, Jefferson, Jackson, Grove & High Streets and the North Center and Heffron street and utility work in 2011.

The low bidder also has offered a voluntary deduct of \$3,390 if the City would allow the Contractor to keep the asphalt millings removed from the project as opposed to delivering them to the DPW as specified. We understand the City wishes to keep the millings and does not wish to accept this offer.

Mr. Michael Burns
City of Lowell
March 24, 2017
Page 2 of 2

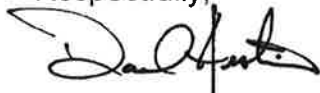
The low bidder as indicated verbally they would like to start this project as early as possible, with a preliminary start date of April 17, contingent on completion of agreements and concurrence with the City. We will assist the City in preparing notifications to impacted property owners and businesses.

Based on the as-bid amount, the recommended distribution of the costs to the various funds are as follows:

Water	\$	40,615
Sewer	\$	45,820
Road	\$	362,676

Please feel free to contact should you have any questions regarding this bid summary. We will be at your April 3, 2017 Council meeting to address any questions.

Respectfully,



Williams & Works

David Austin, P.E.

attach.

cc: Rich LaBombard – City of Lowell



LOWELL CITY COUNCIL

MEMORANDUM

DATE: March 30, 2017

TO: Mike Burns
City Manager MB

FROM: Rich LaBombard
Director of Public Works

RE: 2017 Spring Street Sweeping

One of the City's routine street maintenance items is to have the streets swept twice a year in April and November. Sweeping involves collecting, transporting and disposal of debris along the street curbs and edges and prevents debris going into the City's storm drain system. Approximately 5 miles of major streets and 40.4 miles of local streets are swept. Sanisweep, Inc. of Grand Rapids was awarded the street sweeping contract for the past two years. Sanisweep's contract expired in December 2016.

During the term of Sanisweep's contract, the approximate cost for the collection and transportation portion of the sweeping contract was \$7,265 and there was minimal cost for disposal. However, new DEQ regulations have forced the service provider to dispose of the street debris in an approved landfill. This was an unanticipated expense that was not included in the contract.

The Department of Public Works requested a quote for a one time sweeping in April 2017 with the intent of requesting bids for future street sweepings from interested vendors. Sanisweep provided a quote of \$9,988 for sweeping and transport plus a disposal fee of \$23.00 per ton. According to DPW records, major streets generate approximately 24 tons of debris (\$550) and local streets generate approximately 195 tons of debris (\$4500). Therefore, the Department of Public Works is requesting \$15,500 be approved for the 2017 spring street sweeping project. Sanisweep was unable to extend their existing Lowell contract pricing for competitive reasons; however, they quoted the next lowest contract price to match the City of Kentwood's pricing.

Funds for this activity are available from the following accounts:

Major Street Maintenance – 202-463-802 - \$1,700
Local Street Maintenance – 203-463-802 - \$13,800

I recommend, the City Council approve an expenditure of \$15,500 for the purpose of the 2017 spring street sweeping.

SANISWEEP, INC

0-3450 RIVERHILL DR NW
GRAND RAPIDS, MI 49534

QUOTE

DATE

3/27/2017

NAME / ADDRESS

LOWELL, CITY OF
217 S. HUDSON
LOWELL, MI 49331

ITEM	DESCRIPTION	
SWEEPING	SWEEPING OF M-21 THROUGH CITY OF LOWELL 5.0 MILES @220.00 PER MILE	1,100.00
SWEEPING	SWEEPING OF RESIDENTIAL AND DOWNTOWN STREETS IN CITY OF LOWELL 40.4 MILES @ 220.00 PER MILE	8,888.00
SWEEPING	DISPOSAL OF STREET SWEEPING THAT WE WILL STORE AT CITY GARAGE UNTIL HAULED. COST OF LANDFILL COST \$23.00 PER TON PLUS COST OF TRUCKING	0.00
	CITY TO PROVIDE WATER AND DUMP SITE UNTIL HAULED OUT(CITY GARAGE)	
	DISPOSAL NOT INCLUDED	

DISPOSAL
LOCAL \$4500 ±
MAJOR 550 ±
\$5050 ±

Phone #	Fax #	E-mail
616-677-3028	616-677-1957	SANISWEEP2@AOL.COM

\$15,038
NEEDED
RICH L.



SANIS-1

OP ID: ML

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waterstone Insurance Agency P.O. Box 0975 Muskegon, MI 49443-0975 Michael Johnson		CONTACT NAME: Michael Johnson PHONE (A/C, No, Ext): 231-726-4046 FAX (A/C, No): 231-726-4294 E-MAIL ADDRESS: maj@waterstoneinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Frankenmuth Mutual Ins. Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	CPP3026945	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA3026945M	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 3026945	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lowell is named as Additional Insured with respect to General Liability.

CERTIFICATE HOLDER

CANCELLATION

CITYOLO City of Lowell 301 E. Main Street Lowell, MI 49331	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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LOWELL CITY COUNCIL

MEMORANDUM

DATE: March 29, 2017

TO: Mayor DeVore and the City Council

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

RE: Event reimbursement policy

It has been brought to my attention that there is a policy for reimbursement for police services for many community events. While, there are a number of events in the City that would require foot patrols for (i.e. Kent County Youth Fair and Riverwalk), there is an obvious additional cost for those services.

Recently, a councilperson brought to my attention about how they made a personal donation so we could have police officers present to hold the Memorial Day parade. When I looked into this matter, is when I learned of the policy.

I began evaluating what was done in the past and I am concerned about having applicants pay for police coverage for four parades that are held annually. When the parades last anywhere between 20 minutes to an hour, I am not sure this is excessive to where we need to charge for patrols. I recognize this is an added cost, but it is approximately anywhere between \$66 and \$200 per parade.

While I think more dedicated patrols need to be paid for during large events, parades are public relations opportunities for the Police Department. I would like to discuss with the Council the idea of waiving the collection of fees for parades only. I attached invoices for service for the four parades that were held last year.

Invoice
013-2016

Date: December 3, 2016

Service Description:

Officers assigned for the ChristmasParade -special event reimbursement

*Cost Detail:

Use of 2 part time police officers for special detail: 2 @ \$16.58 hour/fringe rate, 2 hours-\$66.32

Total: \$66.32

30 days net

Payable to:

City of Lowell
111 N. Monroe
Lowell, MI 49331

Invoice
006-2016

Date: July 11, 2016

Service Description: July 9, 2016

Officers assigned for the River Walk 5 K run

***Cost Detail:**

Use of part time police officers for special detail: 2 @ \$16.58 hour/fringe rate@2 hours each-\$66.32

Use of Two Full Time Officers for special detail: 2 @ \$71.06 hour/overtime fringe rate @ 2 hours each-\$280.24

Total-\$346.56

30 days net

Payable to:

City of Lowell
111 N. Monroe
Lowell, MI 49331

Invoice
003-2016

Date: May 30, 2016

Service Description:

Officers assigned for the Memorial Day Parade -special event reimbursement

*Cost Detail:

Use of part time police officers for special detail: 1 @ \$16.58 hour/fringe rate, 2 hours-\$33.16

One full time officer on Hourly/Fringe overtime rate @71.06 hour/ 2 hour minimum

Total: \$175.28

30 days net

Payable to:

City of Lowell
111 N. Monroe
Lowell, MI 49331

Invoice

009-2015

Date: October 9, 2015

Service Description:

Officers assigned for the Lowell Homecoming Parade

*Cost Detail:

Use of part time police officers for special detail: 2 @ \$16.58 hour/fringe rate@2 hours each-\$66.32

One Full time officer overtime rate /fringe rate \$71.06 hour @ 1hour \$76.01

Sgt. Hurst 9 hours overtime rate/fringe rate \$74.13 Hour @ 1 hour 74.13

Total: \$216.46

30 days net

Payable to:

City of Lowell
111 N. Monroe
Lowell, MI 49331