



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

CITY OF LOWELL
CITY COUNCIL AGENDA
MONDAY, JUNE 19, 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 Committee of the Whole minutes of the June 5, 2017 City Council meeting.
 - Approve and place on file the regular minutes of the June 5, 2017 City Council meeting.
 - Authorize payment of invoices in the amount of \$241,767.91.
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
5. NEW BUSINESS
 - a. Resolution 17-17 – Resolution Adopting an Amendment to the City of Lowell Annual Budget for Fiscal Year 2016-2017.
 - b. Resolution 18-17 – Resolution and Agreement Approving and Authorizing Execution of a Uniform Video Service Franchise Agreement with Comcast of California/Massachusetts/Michigan/Utah, LLC for Video Cable Services.
 - c. Insurance
6. BOARD/COMMISSION REPORTS
7. MONTHLY REPORTS
8. MANAGER'S REPORT
9. APPOINTMENTS
10. COUNCIL COMMENTS
11. ADJOURNMENT

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



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

MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Monday, June 19, 2017

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

2. CONSENT AGENDA

- Approval of the Agenda.
- Approve and place on file the Committee of the Whole minutes of the June 5, 2017 City Council meeting.
- Approval and place on file the regular minutes of the June 5, 2017 City Council meeting.
- Authorize payment of invoices in the amount of \$241,767.91.

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

5. NEW BUSINESS

- a. Resolution 17-17 – Resolution Adopting an Amendment to the City of Lowell Annual Budget for Fiscal Year 2016-2017. Memo is provided from City Treasurer Suzanne Olin.

Recommended Motion: That the Lowell City Council approve Resolution 17-17 which outlines the amendments to the City of Lowell annual budget for fiscal year 2016-2017.

- b. Resolution 18-17 – Resolution and Agreement Approving and Authorizing Execution of a Uniform Video Service Franchise Agreement with Comcast of California, Massachusetts, Michigan and Utah, LLC for Video Cable Services. Memo is provided from City Manager Mike Burns.

Recommended Motion: That the Lowell City Council approve Resolution 18-17 and the Cable Franchise Agreement as presented.

- c. Insurance. City Manager Mike Burns provided a memo.

A recommended option for the Council will be presented at the meeting.

6. BOARD/COMMISSION REPORTS

7. MONTHLY REPORTS

8. MANAGER'S REPORT

9. APPOINTMENTS

10. COUNCIL COMMENTS

11. ADJOURNMENT

**PROCEEDINGS
OF
THE COMMITTEE OF THE WHOLE
OF THE
CITY OF LOWELL
MONDAY, JUNE 5, 2017, 5:30 P.M.**

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

The Meeting was called to order at 5:30 p.m. by Mayor Mike DeVore and Deputy City Clerk Theresa Mundt called roll.

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

Absent: None.

Also Present: City Manager Mike Burns, City Deputy Clerk Theresa Mundt, City Attorney Richard Wendt, Sergeant Christopher Hurst, and DPW Director Rich LaBombard.

Also Present: John Verplank and Brian Vilmont of Prien and Newhof, Dave Austin of Williams and Works.

2. APPROVAL OF THE AGENDA

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

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

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

There were no comments.

4. DISCUSSION REGARDING INFRASTRUCTURE UPGRADES.

City Manager Mike Burns provided an update to the Council regarding the City status with the Stormwater, Asset Management and Wastewater Project. Representatives from Prien and Newhof were present to update the Council on the project and how it will factor into street and infrastructure improvements. Dave Austin with Williams and Works was also present to provide a history on what the City has addressed in the past regarding the streets.

John Verplank of Prien and Newhof provided a presentation of SAW Grant (Sanitary and Waste Water Asset Management). Verplank explained they had field crews out last summer to come up with an inventory of the system and locate all the city sanitary and stormwater manholes. Verplank explained the next process is to perform a Condition Assessment-Failure Risk, which is a rating system of which pipes need to be replaced. This creates a priority list of what takes higher precedence over others when it comes to the capital improvement plan.

Brian Vilmont of Prien and Newhof spoke in reference to the timeline of the SAW Grant. He believed by next summer/fall there could be a full comprehensive plan including sanitary, storm, water and streets.

Dave Austin of Williams and Works gave a history of the roads and water/sewer lines and when they were last replaced.

Burns stated currently the city does not have a funding structure in place to deal with the stormwater drains. Many cities have it tied into the sewer rates they pay.

Burns went on to state one thing that the City is doing is trying to do more crack and chip sealing to take care of the roads that are in good shape. The roads that are gone are already gone and we need to deal with reconstruction of these roads as we move forward. The question becomes how are we going to pay for this. There is no way this can happen without new funding. He has reviewed different options. The Council could actually raise the millage up to the Headly limit which raises it to 17.2 mills without a vote of the people, however this is not going to solve the problem. The Council could go to a vote of the people for a Headly override, which gets it up to 20 mills, but this is only going to give the City another \$450,000 a year. This may be enough for a bond payment. On top of this, the water and sewer rates may need to be reevaluated. Another option to consider could be a city income tax. There are 23 cities in the State that have income taxes and there are four similar to the size of Lowell. The City of Portland generates approximately \$580,000 solely for their infrastructure improvements, Springfield generates \$1,020,000 for public safety and infrastructure, Hudson generates \$475,000 for capital improvements and Grayling generates \$485,100 for capital improvements. Burns went onto explain the assessment of 1 mill and how much it generates in other communities that are similar in size with the City of Lowell. If the Council is serious about this, we should begin a study to look further into the options.

Austin noted after the last passer rating, 75% or the roads were listed fair to poor. He believed his company could help customize prioritizing these roads. He encouraged the Council to figure out what as a community can we afford.

Councilmember Canfield wanted to see something on the ballot this November to see how the voters feel. He felt income tax was the fairest way to go. Burns did not believe it could be placed on this November ballot. Vilmont stated we could start this summer with posters being placed around the community. Public input is important.

By general consensus, the Council requested Burns to explore options of city income tax and mill increases as well as information for the voters as to a timeline factor and then bring it back to the Council.

5. **ADJOURNMENT.**

IT WAS MOVED BY CANFIELD and seconded by TEELANDER to adjourn at 6:48 p.m.

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

DATE:

APPROVED:

Mike DeVore, Mayor

Susan Ullery, City Clerk

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, JUNE 5, 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 Deputy City Clerk Theresa Mundt called roll.

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

Absent: None.

Also Present: City Manager Mike Burns, Deputy City Clerk Theresa Mundt, Police Sergeant Christopher Hurst, Department of Public Works Director Rich LaBombard, and Lowell Light and Power General Manager Steve Donkersloot.

2. APPROVAL OF THE CONSENT AGENDA

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

- Approval of the Agenda.
- Approve and place on file the regular and closed session minutes of the May 15, 2017 City Council meeting.
- Authorize payment of invoices in the amount of \$457,826.34.

YES: Mayor DeVore, Councilmember Hodges, Councilmember Phillips, and Councilmember Teelander.

NO: None. ABSENT: None. Abstain: 1 (Canfield). MOTION CARRIED.

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

Connor Baker of 423 Pine Street in Belding spoke in reference to being a Medical Marijuana Caregiver and the desire to operate a Medical Marijuana Provision Center in the City of Lowell.

Will Miller of 2714 Sandstone Terrace in Grand Rapids spoke in reference to being a Marine Corps Veteran and is/has suffered from PTSD and Medical Marijuana has helped him. Miller stated that this would be a great benefit for Lowell.

4. OLD BUSINESS.

No old business.

5. **NEW BUSINESS.**

a. **KDL Annual Report.**

KDL Boardmember Chuck Myers spoke on behalf of the KDL and the positive things they have been doing during the past year. One new program involves partnering up with the Kent County Airport. KDL has given the airport 10,000 books as part of an outreach program where books are offered free to travelers (take one leave one program). Another program involves sending over 4,000 books overseas in the middle east, which doubled the size of the library there. They are also forming partnerships with the senior living facilities. In 2015 KDL received an award from the Disability Rights organization.

Director of KDL Lance Werner, stated 2016 was a great year for the library. Werner advised E-books are very popular and the "book mobile" is coming back after over 60 years. It is important to make sure everyone can have access to the library.

Englehardt Library Branch Manager Heather Wood-Gramza stated that they have seen increases in all areas of the library including physical items, number of people served, computer logins and people using digital items at the library. Gramza advised they continue to reach outside the walls of the library and have continued their relationship with Lowell Senior Center, FROM, Methodist Preschool and they have also partnered with Lowell Area Schools. Gramza thanked the City Council, Rich LaBombard and City Manager Burns for meeting all of the library needs.

b. **Resolution 15-17 – Amending Resolution Adopting City of Lowell Annual Budget for Fiscal Year 2017-18.**

At the last meeting, the Council approved Resolution 14-17 approving the millage for the museum of .2424 mills and the City operating 15.70. Upon receiving the Kent County Department of Equalization tax rate request, the maximum millage for the museum for the 2017-2018 fiscal year should be .2423 mills.

IT WAS MOVED BY CANFIELD and seconded by PHILLIPS to adopt Resolution 15-17, amending Resolution 14-17 to approve the public museum tax rate for the 2017-2018 fiscal year to .2423.

YES: Mayor DeVore, Councilmember Hodges, Councilmember Phillips, Councilmember Teelander, and Councilmember Canfield. NO: None. ABSENT: 0. MOTION CARRIED.

c. **Resolution 16-17 Approving application of Litehouse, Inc., for an Industrial Facilities Exemption Certificate and Approving and Authorizing Execution of a Related Property Tax Abatement Agreement.**

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

This credit allows for a 50 percent abatement for the investment of new real and personal property for up to 12 years. Litehouse has submitted their application and would have up until October 31, 2017 for both the City and the State of Michigan Department of Treasury to approve the application and provide the credit for the 2018 tax year.

IT WAS MOVED BY HODGES and seconded by TEELANDER to adopt Resolution 16-17, Approving application of Litehouse, Inc., for an Industrial Facilities Exemption Certificate and Approving and Authorizing Execution of a Related Property Tax Abatement Agreement.

YES: Councilmember Hodges, Councilmember Phillips, Councilmember Teelander, Councilmember Canfield, and Mayor DeVore. NO: None. ABSENT: 0. MOTION CARRIED.

d. Stoney Lakeside Playground Discussion.

City Manager Mike Burns stated Bob Rogers is present to discuss the fundraising project for new playground equipment at Stoney Lakeside Park. In addition, funds have been set aside for donations for this account. City Manager Burns noted this occurred prior to his arrival. However, the City Council has never provided any sort of directive regarding this. There were some requests to utilize some of the funds from the donations for the equipment, but Council approval is necessary.

Bob Rogers stated he represents Impact Church and they work on projects called "Love Week", which is a community wide project. Rogers explained that this year "Love Week" is scheduled for June 26-30th. The church has 33 projects planned and 24 of such projects are within the City Limits. Rogers noted installation on the playground is scheduled for the week of June 26-30.

Rogers explained the company would like to have a deposit before sending the equipment. Burns advised Rogers to have all invoices from the vendor sent to the City and in turn these would be paid for through the City.

Attorney Richard Wendt advised the money has been raised and it would be a good idea to pay the vendor directly from the City. Wendt also suggested DPW Director Rich LaBombard inspect the equipment to assure he would be comfortable with it before the final payment is made. He advised the City should contact the insurance company and see if the volunteers would be covered.

By general consensus, the Council agreed to have invoices sent directly to the City for payment.

Jim Salzwedel of 505 North Jefferson stated this is a great project, but expressed his concerns about how hot this equipment can get at times.

6. BOARDS AND COMISSION REPORTS.

Councilmember Phillips mentioned the next Historical District Commission meeting will be on June 27th at 6:00 p.m.

Councilmember Hodges had no meetings to report.

Councilmember Canfield had no meetings to report.

Councilmember Teelander advised the Showboat Committee met on May 17th and after discussion, they were looking at a modular pontoon barge type structure. Teelander also advised the next Light and Power board meeting will be moved to June 7th so the board members could attend the Sizzlin' Concerts.

Mayor Mike DeVore had no report.

7. **MANAGER'S REPORT.**

City Manager Burns reported on the following:

- Walked in the Memorial Day parade, which was very enjoyable.
- Friday, June 16th traveling to Wayland for Mayor Exchange.
- Friday, June 23rd traveling to Fenton for a walking tour of the downtown area.
- Upcoming bridge closure—South Hudson will be one-lane during the construction hours from June 14 through June 21st.
- No updates on Chief Bukala.
- Jefferson Street project is completed and have received positive feedback and only minor complaints during the project.
- Tentative agreement with the Police Department, which will be discussed further in closed session and then will return to open session.

8. **APPOINTMENTS.**

Mayor DeVore advised appointments will be moved to the next meeting because he's waiting to hear back from a few people.

9. **COUNCIL COMMENTS.**

Councilmember Phillips thanked all City employees, departments and staff. He also thanked Don DeJong and his staff for the work they do around town. He mentioned DeJong takes a lot of pride in the City and it looks good.

Councilmember Hodges noted the June newsletter is out. There is a lot of information in the newsletter and thanked Amanda Schrauben for her writing. He also mentioned the Sizzlin' Summer Concert list is out and starts on Thursday, June 15th.

Councilmember Canfield commented that DeJong and his staff did a phenomenal job on the cemetery and the town looked great. He also advised Jefferson Street is done and it looks great. He commented that C&L Trucking did a great job and finished early. He went on to note infrastructure of the City and explained the Council is still working on the issue.

Councilmember Teelander also thanked DeJong and the rest of the staff. He went on to comment on the presentation from KDL. He always enjoys hearing the things they do for the community.

Mayor DeVore stated he has been to the cemetery three times in the last few months and has heard many positive comments and how beautiful it is.

10. CLOSED SESSION.

a. Discussion on Labor Negotiations.

IT WAS MOVED BY HODGES and seconded by TEELANDER to go into Closed Session at 7:48 p.m. to discuss Labor Negotiations.

YES: Councilmember Phillips, Councilmember Teelander, Councilmember Canfield, Mayor DeVore and Councilmember Hodges. NO: None. ABSENT: 0. MOTION CARRIED

11. RETURN TO OPEN SESSION.

Mayor DeVore reopened general session at 8:18 p.m.

IT WAS MOVED BY HODGES and seconded by CANFIELD to ratify the Police Contract as provided by the City Manager.

YES: Councilmember Canfield, Mayor DeVore, Councilmember Hodges, Councilmember Phillips, and Councilmember Teelander. NO: None. ABSENT: 0. MOTION CARRIED.

12. ADJOURNMENT.

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

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

DATE:

APPROVED:

Mike DeVore, Mayor

Susan Ullery, City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 15-17

**RESOLUTION AMENDING RESOLUTION ADOPTING
CITY OF LOWELL ANNUAL BUDGET FOR FISCAL
YEAR 2017-18, APPROVING MILLAGE LEVIES,
APPROVING SCHEDULE OF RATES AND FEES AND
OTHER MATTERS RELATED THERETO**

Councilmember CANFIELD, supported by Councilmember PHILLIPS, moved the adoption of the following resolution:

WHEREAS, the City Council at a regular meeting held on May 15, 2017, adopted Resolution No. 14-17 which, among other matters, approved the millage levies of the City for the 2017-18 fiscal year including a general *ad valorem* tax rate of 0.2424 mill for improvements to, and operation of, the public museum (the "Public Museum Tax Rate"); and

WHEREAS, the City Treasurer was subsequently advised by the Kent County Department of Equalization that the maximum Public Museum Tax Rate for the 2017-18 fiscal year is 0.2423 mills.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That Resolution No. 14-17 is hereby amended to approve the Public Museum Tax rate for the 2017-18 fiscal year at 0.2423 mills.

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

YEAS: Councilmembers Mayor DeVore, Councilmembers Hodges, Phillips,
Teelander and Canfield


NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

RESOLUTION DECLARED ADOPTED.

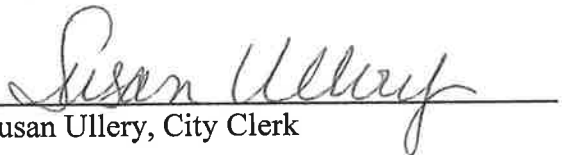
Dated: June 5, 2017


Susan Ullery, City Clerk

CERTIFICATION

I, the undersigned Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on June 5, 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: June 5, 2017


Susan Ullery, City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 16-17

**RESOLUTION APPROVING APPLICATION OF LITEHOUSE, INC., FOR
AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AND
APPROVING AND AUTHORIZING EXECUTION OF A RELATED
PROPERTY TAX ABATEMENT AGREEMENT**

Councilmember HODGES, supported by Councilmember TEELANDER, moved the adoption of the following resolution:

WHEREAS, the Plant Rehabilitation and Industrial Development Districts Act, Act 198 of the Public Acts of Michigan of 1974, as amended ("Act 198"), authorizes the City to approve applications for industrial facilities exemption certificates; and

WHEREAS, pursuant to Act 198 and after a duly noticed public hearing held on December 16, 1991, the City Council by its resolution adopted December 16, 1991, established an Industrial Development District as legally described in said resolution (the "District"); and

WHEREAS, Litehouse, Inc. (the "Applicant") has filed an application for an industrial facilities exemption certificate under the provisions of Act 198 for facilities to be located in the District (the "Application") and this City Council has set this time and date to give the Applicant, the City Assessor and a representative of the legislative body of each taxing unit which levies *ad valorem* property taxes in the City, an opportunity to be heard regarding said Application; and

WHEREAS, written notification has been given, not less than 7 days prior to the meeting, to the Applicant, the City Assessor and the legislative body of each taxing unit which levies *ad valorem* property taxes within the City; and

WHEREAS, the Applicant, the City Assessor and a representative of the legislative body of each of the affected taxing units have been given an opportunity to be heard, and the City Council

has considered any objections with regard to the approval of an industrial facilities exemption certificate for the Applicant.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. That the City Council finds as follows that:

(a) the facilities, for which the industrial facilities exemption certificate is requested, are new facilities within the meaning of Act 198;

(b) the commencement of the construction and/or acquisition of the intended facilities occurred not more than six (6) months before the filing of the Application;

(c) the facilities are calculated to have the reasonable likelihood to create and retain employment;

(d) the facilities will not cause the transfer of employment from another governmental unit in the State of Michigan to the City; and

(e) the granting of an industrial facilities exemption certificate considered together with the aggregate amount of certificates previously granted and currently in force will not have the effect of substantially impeding the operation of the City or impair the financial soundness of the taxing units which levy *ad valorem* property taxes in the City.

2. That the Application of the Applicant for an Industrial Facilities Exemption Certificate be and is hereby approved for a period of five (5) years.

3. That the date of completion of the facilities subject to the industrial facilities exemption certificate shall be within two years of the effective date of the industrial facilities exemption certificate issued to the Applicant.

4. That the cost of the new facilities to be covered by the industrial facilities exemption certificate is estimated to be \$6,760,500 (SEV \$3,380,250).

5. That approval of the Application is contingent upon the Applicant executing the Property Tax Abatement Agreement attached hereto as Exhibit A (the "Agreement"), which Agreement is approved substantially in the form attached with such modifications not materially adverse to the City approved as to content by the City Manager and as to form by the City Attorney and the Mayor and City Clerk are authorized and directed to execute such approved Agreement for and on behalf of the City.

6. That all resolutions or parts of resolutions in conflict herewith are rescinded.

YEAS: Councilmembers Hodges, Phillips, Teeland, Canfield and Mayor DeVore


NAYS: Councilmember None.

ABSTAIN: Councilmember None.

ABSENT: Councilmember None.

RESOLUTION DECLARED ADOPTED.

Dated: June 5, 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 meeting held on June 5, 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: June 5, 2017



Susan Ullery
City Clerk

06/15/2017 02:24 PM
User: LORI
DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 06/09/2017 - 06/15/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 1/3

Vendor Code	Vendor Name	Invoice	Description	Amount
02516	CALEDONIA RENT-ALL & SALES	147499	EQUIP FUND R & M	126.52
TOTAL FOR: CALEDONIA RENT-ALL & SALES				126.52
00084	CANFIELD PLUMBING & HEATING IN	59695	PARKS R & M	1,174.00
TOTAL FOR: CANFIELD PLUMBING & HEATING IN				1,174.00
00101	CHROUCH COMMUNICATIONS, INC.	117008222-1	WATER DEPT DATA MODEM	1,642.50
TOTAL FOR: CHROUCH COMMUNICATIONS, INC.				1,642.50
01343	CL TRUCKING & EXCAVATING	PYMT #2	JEFFERSON STREET PAYMENT #2	221,720.27
TOTAL FOR: CL TRUCKING & EXCAVATING				221,720.27
10493	COMCAST CABLE	6/18 - 7/17/2017	CITY HALL CABLE	149.85
		6/8 - 7/7/2017	MONTHLY CABLE STATEMENT	328.85
TOTAL FOR: COMCAST CABLE				478.70
02089	DORNBOS SIGN & SAFETY INC.	INV33172	DPW SIGNAGE	171.15
TOTAL FOR: DORNBOS SIGN & SAFETY INC.				171.15
10670	FAHEY SCHULTZ BURZYCH RHODES PLC	37240	LEGAL SERVICES	2,804.20
TOTAL FOR: FAHEY SCHULTZ BURZYCH RHODES PLC				2,804.20
10673	FERGUSON WATERWORKS	0018366	WATR DEPT R & M	19.00
		0021196	WATER METERS R & M	1,212.00
TOTAL FOR: FERGUSON WATERWORKS				1,231.00
02218	FLEX ADMINISTRATORS, INC.	989415	MAY ADMIN FEE	69.00
TOTAL FOR: FLEX ADMINISTRATORS, INC.				69.00
00228	GRAND RAPIDS GRAVEL COMPANY	170262	GRAVEL MATERIAL	558.60
TOTAL FOR: GRAND RAPIDS GRAVEL COMPANY				558.60
01508	GTW	MAY 2017	EQUIP FUND R & M	31.24
TOTAL FOR: GTW				31.24
00248	HOOPER PRINTING	51778	WATER BILL PAPER/ENVELOPES	737.34
TOTAL FOR: HOOPER PRINTING				737.34

06/15/2017 02:24 PM
User: LORI
DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 06/09/2017 - 06/15/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 2/3

Vendor Code	Vendor Name	Invoice	Description	Amount
00298	KENT COUNTY TREASURER	1706060066	2017 PICTOMETRY PROJECT	285.83
TOTAL FOR: KENT COUNTY TREASURER				285.83
02209	KERKSTRA PORTABLE, INC.	106573	PORTABLE RESTROOM - REC PARK	115.00
		107667	PORTABLE RESTROOM - BOAT LAUNCH	190.00
TOTAL FOR: KERKSTRA PORTABLE, INC.				305.00
00341	LOWELL LIGHT & POWER	2968	VOIP CABLE & BUDGET MTG	105.36
		2969	ST LIGHT MAINT	256.72
TOTAL FOR: LOWELL LIGHT & POWER				362.08
00426	MODEL COVERALL SERVICE, INC.	MAY 2017	LIBRARY RUGS	255.92
TOTAL FOR: MODEL COVERALL SERVICE, INC.				255.92
01499	NAPA AUTO PARTS	MAY 2017	ACCOUNT STATEMENT	69.97
TOTAL FOR: NAPA AUTO PARTS				69.97
00468	NYE UNIFORM COMPANY	599806	LPD UNIFORMS	12.00
TOTAL FOR: NYE UNIFORM COMPANY				12.00
00512	PREIN & NEWHOF, INC.	39721	PROF SERVICES- S BROADWAY	1,953.00
TOTAL FOR: PREIN & NEWHOF, INC.				1,953.00
10514	SUPPLYGEEKS	522792-0	OFFICE SUPPLIES	104.24
TOTAL FOR: SUPPLYGEEKS				104.24
00630	THORNAPPLE RIVER NURSERY, INC.	10032	WOOD CHIPS	210.00
		10058	WOOD CHIPS	182.00
TOTAL FOR: THORNAPPLE RIVER NURSERY, INC.				392.00
10069	TRUGREEN	65475993	LAWN SERVICE - REC PARK/BIRCH FIELD	120.00
		65487088	LAWN CARE - WTP	108.15
		65487384	LAWN CARE - GRUB CONTROL WTP	324.45
TOTAL FOR: TRUGREEN				552.60
10626	VISA	MAY 2017	MONTHLY STATEMENT	3,699.60
TOTAL FOR: VISA				3,699.60
10081	WEST MICHIGAN POWDER COATING	6/9/2017	SALT SPREADER POWDER COAT	400.00
TOTAL FOR: WEST MICHIGAN POWDER COATING				400.00

06/15/2017 02:24 PM
User: LORI
DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 06/09/2017 - 06/15/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 3/3

Vendor Code	Vendor Name	Description	Amount
	Invoice		
02101	WEST SHORE SERVICES, INC.		
	23870	LPD - INSPECTION OF WARNING SIRENS	850.00
TOTAL FOR: WEST SHORE SERVICES, INC.			850.00
00692	WILLIAMS & WORKS INC.		
	82160	PROFESSIONAL SERVICES	1,781.15
TOTAL FOR: WILLIAMS & WORKS INC.			1,781.15
TOTAL - ALL VENDORS			241,767.91

06/15/2017 02:25 PM
User: LORI
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 06/09/2017 - 06/15/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 1/4

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-084.015	DUE FROM FIRE AUTHORITY	NAPA AUTO PARTS	ACCOUNT STATEMENT	8.70	69722
101-000-123.000	PREPAID EXPENSES	KENT COUNTY TREASURER	2017 PICTOMETRY PROJECT	285.83	69751
	Total For Dept 000			294.53	
Dept 101 COUNCIL					
101-101-727.000	OFFICE SUPPLIES	VISA	MONTHLY STATEMENT	42.39	69738
101-101-955.000	MISCELLANEOUS EXPENSE	VISA	MONTHLY STATEMENT	64.33	69738
	Total For Dept 101 COUNCI			106.72	
Dept 172 MANAGER					
101-172-955.000	MISCELLANEOUS EXPENSE	VISA	MONTHLY STATEMENT	1.10	69738
	Total For Dept 172 MANAGE			1.10	
Dept 210 ATTORNEY					
101-210-802.000	LABOR RELATIONS ATTORNEY	FAHEY SCHULTZ BURZYCH RHO	LEGAL SERVICES	2,804.20	69711
	Total For Dept 210 ATTORN			2,804.20	
Dept 215 CLERK					
101-215-955.000	MISCELLANEOUS EXPENSE	VISA	MONTHLY STATEMENT	37.05	69738
	Total For Dept 215 CLERK			37.05	
Dept 253 TREASURER					
101-253-740.000	OPERATING SUPPLIES	HOOVER PRINTING	WATER BILL PAPER/ENVELOPE	737.34	69750
101-253-801.000	PROFESSIONAL SERVICES	FLEX ADMINISTRATORS, INC.	MAY ADMIN FEE	69.00	69748
	Total For Dept 253 TREASU			806.34	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	78.42	69757
101-265-850.000	COMMUNICATIONS	COMCAST CABLE	MONTHLY CABLE STATEMENT	328.85	69745
101-265-850.000	COMMUNICATIONS	COMCAST CABLE	CITY HALL CABLE	149.85	69745
	Total For Dept 265 CITY H			557.12	
Dept 276 CEMETERY					
101-276-930.000	REPAIR & MAINTENANCE	THORNAPPLE RIVER NURSERY,	WOOD CHIPS	84.00	69758
	Total For Dept 276 CEMETE			84.00	
Dept 301 POLICE DEPARTMENT					
101-301-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	25.82	69757
101-301-740.000	OPERATING SUPPLIES	VISA	MONTHLY STATEMENT	109.89	69738
101-301-744.000	UNIFORMS	VISA	MONTHLY STATEMENT	11.79	69738
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY	LPD UNIFORMS	12.00	69755
101-301-802.000	CONTRACTUAL	WEST SHORE SERVICES, INC.	LPD - INSPECTION OF WARNI	850.00	69760
	Total For Dept 301 POLICE			1,009.50	
Dept 400 PLANNING & ZONING					
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	1,731.15	69761
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	50.00	69761
	Total For Dept 400 PLANNI			1,781.15	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	VISA	MONTHLY STATEMENT	16.00	69738
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ST LIGHT MAINT	256.72	69753
101-441-930.000	REPAIR & MAINTENANCE	VISA	MONTHLY STATEMENT	357.50	69738
101-441-930.000	REPAIR & MAINTENANCE	THORNAPPLE RIVER NURSERY,	WOOD CHIPS	56.00	69758
	Total For Dept 441 DEPART			686.22	
Dept 751 PARKS					
101-751-740.000	OPERATING SUPPLIES	GRAND RAPIDS GRAVEL COMPA	GRAVEL MATERIAL	558.60	69749
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - REC P	115.00	69752
101-751-802.000	CONTRACTUAL	TRUGREEN	LAWN SERVICE - REC PARK/B	120.00	69759
101-751-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	PARKS R & M	1,174.00	69742
	Total For Dept 751 PARKS			1,967.60	
Dept 790 LIBRARY					
101-790-930.000	REPAIR & MAINTENANCE	MODEL COVERALL SERVICE, I	LIBRARY RUGS	255.92	69754

06/15/2017 02:25 PM
User: LORI
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 06/09/2017 - 06/15/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 2/4

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 790 LIBRARY					
101-790-930.000	REPAIR & MAINTENANCE	THORNAPPLE RIVER NURSERY,	WOOD CHIPS	42.00	69758
101-790-975.000	BUILDING IMPROVEMENTS	VISA	MONTHLY STATEMENT	1,751.14	69738
Total For Dept 790 LIBRAR				2,049.06	
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	THORNAPPLE RIVER NURSERY,	WOOD CHIPS	28.00	69758
Total For Dept 804 MUSEUM				28.00	
Total For Fund 101 GENERA				12,212.59	
Fund 202 MAJOR STREET FUND					
Dept 450 CAPITAL OUTLAY					
202-450-970.000	CAPITAL OUTLAY	CL TRUCKING & EXCAVATING	JEFFERSON STREET PAYMENT	193,849.94	69744
Total For Dept 450 CAPITA				193,849.94	
Dept 463 MAINTENANCE					
202-463-850.000	COMMUNICATIONS	VISA	MONTHLY STATEMENT	59.77	69738
Total For Dept 463 MAINT				59.77	
Total For Fund 202 MAJOR				193,909.71	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-850.000	COMMUNICATIONS	VISA	MONTHLY STATEMENT	59.78	69738
Total For Dept 463 MAINT				59.78	
Dept 478 WINTER MAINTENANCE					
203-478-740.000	OPERATING SUPPLIES	WEST MICHIGAN POWDER COAT	SALT SPREADER POWDER COAT	400.00	69741
Total For Dept 478 WINTER				400.00	
Total For Fund 203 LOCAL				459.78	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-740.000	OPERATING SUPPLIES	DORNBOS SIGN & SAFETY INC	DPW SIGNAGE	171.15	69746
248-463-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY,	WOOD CHIPS	182.00	69758
248-463-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - BOAT	190.00	69752
Total For Dept 463 MAINT				543.15	
Total For Fund 248 DOWNT				543.15	
Fund 590 WASTEWATER FUND					
Dept 550 TREATMENT					
590-550-970.000	CAPITAL OUTLAY	LOWELL LIGHT & POWER	VOIP CABLE & BUDGET MTG	32.40	69753
Total For Dept 550 TREATM				32.40	
Dept 551 COLLECTION					
590-551-801.000	PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	PROF SERVICES- S BROADWAY	1,953.00	69756
590-551-930.000	REPAIR & MAINTENANCE	VISA	MONTHLY STATEMENT	171.17	69738
590-551-930.000	REPAIR & MAINTENANCE	CHROUCH COMMUNICATIONS, I	WATER DEPT DATA MODEM	821.25	69743
590-551-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER METERS R & M	606.00	69747
590-551-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATR DEPT R & M	9.50	69747
590-551-970.000	CAPITAL OUTLAY	CL TRUCKING & EXCAVATING	JEFFERSON STREET PAYMENT	17,520.79	69744
Total For Dept 551 COLLEC				21,081.71	
Total For Fund 590 WASTE				21,114.11	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	NAPA AUTO PARTS	ACCOUNT STATEMENT	22.90	69722
591-570-802.000	CONTRACTUAL	TRUGREEN	LAWN CARE - WTP	108.15	69759
591-570-802.000	CONTRACTUAL	TRUGREEN	LAWN CARE - GRUB CONTROL	324.45	69759
591-570-930.000	REPAIR & MAINTENANCE	VISA	MONTHLY STATEMENT	565.95	69738
Total For Dept 570 TREATM				1,021.45	
Dept 571 DISTRIBUTION					
591-571-930.000	REPAIR & MAINTENANCE	VISA	MONTHLY STATEMENT	171.17	69738

06/15/2017 02:25 PM
User: LORI
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 06/09/2017 - 06/15/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 3/4

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 571 DISTRIBUTION					
591-571-930.000	REPAIR & MAINTENANCE	CHROUCH COMMUNICATIONS, I	WATER DEPT DATA MODEM	821.25	69743
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER METERS R & M	606.00	69747
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATR DEPT R & M	9.50	69747
591-571-955.000	MISCELLANEOUS EXPENSE	VISA	MONTHLY STATEMENT	95.00	69738
591-571-970.000	CAPITAL OUTLAY	CL TRUCKING & EXCAVATING	JEFFERSON STREET PAYMENT	10,349.54	69744
Total For Dept 571 DISTRI				12,052.46	
Total For Fund 591 WATER				13,073.91	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-740.000	OPERATING SUPPLIES	LOWELL LIGHT & POWER	VOIP CABLE & BUDGET MTG	72.96	69753
Total For Dept 000				72.96	
Total For Fund 636 DATA P				72.96	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-930.000	REPAIR & MAINTENANCE	CALEDONIA RENT-ALL & SALE	EQUIP FUND R & M	126.52	69706
661-895-930.000	REPAIR & MAINTENANCE	GTW	EQUIP FUND R & M	31.24	69714
661-895-930.000	REPAIR & MAINTENANCE	NAPA AUTO PARTS	ACCOUNT STATEMENT	38.37	69722
661-895-930.000	REPAIR & MAINTENANCE	VISA	MONTHLY STATEMENT	185.57	69738
Total For Dept 895 FLEET				381.70	
Total For Fund 661 EQUIPM				381.70	

06/15/2017 02:25 PM
User: LORI
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 06/09/2017 - 06/15/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 4/4

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
-----------	-------------------	--------	---------------------	--------	---------

Fund Totals:

Fund 101	GENERAL FUND	12,212.59
Fund 202	MAJOR STREET FUN	193,909.71
Fund 203	LOCAL STREET FUN	459.78
Fund 248	DOWNTOWN DEVELOP	543.15
Fund 590	WASTEWATER FUND	21,114.11
Fund 591	WATER FUND	13,073.91
Fund 636	DATA PROCESSING	72.96
Fund 661	EQUIPMENT FUND	381.70

241,767.91



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: June 14, 2017
TO: Michael T. Burns *MB*
FROM: Suzanne M. Olin
RE: 2016-2017 Budget Amendments

Throughout the year, revenue and expenses are monitored from the various city funds. Attached, please find the annual budgeted amendments and resolution for your consideration. .

Recommended Motion: That the Lowell City Council approve resolution 17-17 which outlines the amendments to the City of Lowell annual budget for fiscal year 2016-2017

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 17-17

**RESOLUTION ADOPTING AN AMENDMENT TO THE
CITY OF LOWELL ANNUAL BUDGET FOR FISCAL
YEAR 2016-2017.**

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

WHEREAS, the City Manager has prepared and presented to the City Council at its meeting on June 19, 2017, a proposed amended budget for the 2016-2017 fiscal year of the City (the "budget") in accordance with the City Charter, applicable State of Michigan law and applicable federal law and regulations, if any; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the amended budget as presented at this meeting, including modifications, if any, made at the time of the meeting and noted in the budget document, is hereby adopted.
2. That in accordance with the FY 16-17 Budget which is adopted and amended at the fund level, the following are the estimated City revenues and expenses for the 2016-17 fiscal year of the City:

	<u>Revenues</u>	<u>Appropriations</u>
General Fund	\$3,006,483	\$ 3,075,678
Major Street Fund	\$ 292,000	\$ 578,194
Local Street Fund	\$267,000	\$279,072
DDA	\$426,886	\$485,625
Designated Contribution	\$41,125	\$51,765
Airport Fund	\$ 54,266	\$ 58,000
Wastewater Fund	\$ 1,309,042	\$ 2,770,201
Water Fund	1,061,005	1,117,624
Cable Fund	\$133,491	\$133,491
Data Processing Fund	\$111,000	\$137,000
Equipment Fund	\$200,313	\$287,293

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

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

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

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

YES: Councilmembers _____

NO: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: June 19, 2017

Susan Ullery, City Clerk

CERTIFICATION

I, the undersigned Clerk of the City of Lowell, Michigan (the "City"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on _____, 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: June 19, 2017

Susan Ullery, City Clerk



LOWELL CITY COUNCIL
MEMORANDUM

DATE: June 15, 2017

TO: Mayor DeVore and the City Council

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

RE: Cable Franchise Agreement

On June 30, 2017 our past 10-year Cable Franchising Agreement with Comcast will expire. Attached is a resolution to renew our Cable Franchising Fee for the next ten years. This is a governmental agreement that municipalities approve to designate a primary cable provider in the community.

Resulting from this, the City will receive 5% of gross payments to the City as mentioned in paragraph VI of the agreement. I attached the agreement and resolution on this matter.

I am recommending that the City Council approve the Cable Franchise Agreement as presented.

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 18-17

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A UNIFORM VIDEO SERVICE
FRANCHISE AGREEMENT WITH COMCAST OF
CALIFORNIA/MASSACHUSETTS/MICHIGAN/UTAH,
LLC FOR VIDEO CABLE SERVICES**

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

WHEREAS, Comcast of California/Massachusetts/Michigan/Utah, LLC (“Comcast”) currently provides video cable service to customers within the City pursuant to a franchise agreement it has with the City pursuant to the provisions of Act 48 of the Public Acts of Michigan of 2002, as amended (“Act 48”); and

WHEREAS, the existing local franchise agreement is expiring and Comcast has requested that the City enter into a new Uniform Video Service Franchise Agreement (the “Agreement”) for a term of 10 years pursuant to the provisions of Act 48; and

WHEREAS, subject to the terms and conditions of this resolution, the City has determined to enter into the Agreement with Comcast.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. That the Agreement, which includes an attached Attachment 1, in the form presented at this meeting is approved with such modifications not materially adverse to the City approved as to content by the City Manager and as to form by the City Attorney, provided, such Agreement shall provide that the City shall receive a franchising fee equal to five percent (5%) of gross revenues determined as provided in Paragraph VI of the Agreement.

2. That the Mayor and City Clerk are authorized and directed to execute the approved 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 to the extent of such conflict.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: June 19, 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 June 19, 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: June 19, 2017

Susan Ullery, City Clerk

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Lowell, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of California/Massachusetts/Michigan/Utah, LLC, a Delaware Limited Liability Company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the

permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services,

- capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount ____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is ----- % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

City of Lowell:

City Of Lowell

301 E. Main Street

Lowell, MI 49331

Attn: City of Lowell

Fax No.: _____

If to the Provider:
(must provide street address)

1.
41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 248-233-4719

2.
600 Galleria Pkwy

Atlanta, GA 30339

Attn: Sen. Vice President, Government Relations

3.
One Comcast Center

Philadelphia, PA 19103

Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous


- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Lowell, a Michigan Municipal Corporation

**Comcast of California/Massachusetts/Michigan/Utah,
LLC, a Delaware Limited Liability Company doing
business as Comcast**

By _____
Print Name **Michael DeVore**
Title **Mayor**
Address **301 E Main**
Lowell, MI 49331
City, State, Zip
Phone **(616) 897-8457**
Fax **(616) 897-4085**
Email **mdevore@ci.lowell.mi.us**


By _____
Print Name **Timothy P. Collins**
Title **Regional Senior Vice President**
Address **41112 Concept Drive**
Plymouth, MI 48170
City, State, Zip
Phone **734-254-1525**
Fax **248-233-4719**
Email **Tim_Collins@cable.comcast.com**

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted: _____

Date completed and approved: _____

City of Lowell

By: _____
Michael DeVore, Mayor

Attest: _____
Susan Ullery, City Clerk

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: May 17, 2017		
Applicant's Name: Comcast of California/Massachusetts/Michigan/Utah, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 06-1116778		

Company executive officers:

Name(s): Timothy P. Collins
Title(s): Regional Senior Vice President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Jeff Snyder		
Title: Manager, External Affairs		
Address: 3500 Patterson Ave, SE, Grand Rapids, MI 49512		
Phone: 616-575-0479	Fax:	Email: Jeffrey_Snyder@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-657-3743	Email: Leslie_Brogan@comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Timothy P. Collins, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President

Signature: 

Date: 5-22-17

(Franchising Entity)

City of Lowell, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

By:

Mayor

Attest:

Susan Ullery, City Clerk



LOWELL CITY COUNCIL
MEMORANDUM

DATE: June 15, 2017

TO: Mayor DeVore and the City Council

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

RE: Insurance

I will be meeting on the morning of June 19, 2017, to receive an updated quote from one of the other insurance carriers that Berends Hendricks Stuit brokers on our behalf. I will not accept a renewal of The PAR Group, our current insurance carrier that Berends brokers for us. The Michigan Municipal League informed us that they cannot quote us at this time, as they need more time from one of their insurance carriers who would insure the turbines for Lowell Light and Power.

I will have a recommended option for the Council at the time of the meeting.

APPOINTMENTS

Arbor Board

Vacancy – (Diane LaWarre currently serving) 06/30/2017

Vacancy – (Melissa Spino currently serving) 06/30/2017

Board of Review

Vacancy – (Leah Vredenburg currently serving) 06/30/2017

Vacancy – (Herb Vanderbilt – Alternate – currently serving) 03/30/2017

Light and Power Board

Vacancy – (Perry Beachum currently serving) 06/30/2017

Vacancy – (Jim Salzwedel currently serving) 06/30/2017

Local Officers Compensation Commission

Vacancy – (Barb Vezino currently serving) 06/30/2017

Planning Commission

Vacancy – (David Cadwallader currently serving) 06/30/2017

Vacancy – (Marty Chambers currently serving) 06/30/2017

**LOWELL POLICE DEPARTMENT
MONTHLY REPORT SUMMARY
CALENDAR YEAR 2017**

Complaint Book Total												171	352	548	746	964						
Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Year Total									
Total Arrests	27	16	26	26	27								122									
Alcohol (MIP/Open Intox)	2	1	0	1	1								5									
Drug Law Violations	2	2	4	6	4								18									
Drunk Driving	0	1	4	0	2								7									
Suspended License	5	2	7	3	2								19									
Warrant Arrest	16	7	7	7	8								45									
Other Arrests	2	3	4	9	10								28									
Assault	2	0	1	0	3								6									
Assault (Civil/Verbal)	3	4	1	3	4								15									
Assault (Domestic)	3	2	0	1	2								8									
Assist from Other Agency	5	7	5	4	10								31									
Assist to Other Agency	10	14	7	14	15								60									
Assist to Citizen	44	50	35	40	41								210									
Breaking & Entering	0	0	0	2	1								3									
Disorderly Conduct	2	2	4	2	5								15									
Dog/Animal	1	1	4	4	3								13									
Larceny	3	9	7	2	7								28									
Malicious Destruction	1	1	3	2	1								8									
Motorist Assist	7	4	7	10	13								41									
Ordinance Violations	10	2	8	7	13								40									
Accident Total	9	14	9	12	14								58									
{Property Damage}	9	14	8	12	12								55									
{Personal Injury}	0	0	1	0	2								3									
Citations Issued	23	35	55	50	38								201									
Traffic Stops: Warned	93	72	161	159	132								617									
Total # of Traffic Stops	102	88	203	186	142								721									

**MONTHLY COMPARISON TOTALS
MAY 2016 AND 2017**

ACTIVITY	MAY	2016 YEAR-TO-DATE	MAY	2017 YEAR-TO-DATE
Total Arrests	24	105	27	96
Alcohol (MIP/Open Intox)	7	15	1	4
Drug Law Violations	4	23	4	12
Drunk Driving	1	8	2	7
Suspended License	3	13	2	16
Warrant Arrest	6	24	8	38
Other Arrests	9	22	10	19
Assault	1	1	3	6
Assault (Verbal)	7	20	4	12
Assault (Domestic)	2	11	2	7
Assist from Other Agency	11	41	10	27
Assist to Other Agency	17	66	15	46
Assist to Citizen	22	150	41	170
Breaking & Entering	2	6	1	1
Disorderly Conduct	5	15	5	13
Dog Complaints	9	16	3	9
Larceny	7	22	7	26
Malicious Destruction	6	15	1	6
Motorist Assist	11	61	13	31
Ordinance Violations	12	44	13	33
Accident Total	7	54	14	46
{Property Damage}	6	52	12	43
{Personal Injury}	1	2	2	3
Citations Issued	18	114	38	151
Traffic Stops: Warned	75	503	132	458
# of Traffic Stops Made	84	380	142	535
TOTAL COMPLAINTS	191	918	218	964

**LOWELL POLICE DEPARTMENT
ASSISTING OTHER AGENCIES
MAY 2016**

COMP. #	DATE	INCIDENT	DEPARTMENT	STATUS	VENUE
17-0759	5/3/2017	SUSPICIOUS SUBJECT	KCSD	ASSIST	LOWELL
17-0760	5/3/2017	SUSPICIOUS SUBJECT	KCSD	ASSIST	LOWELL
17-0761	5/4/2017	SUSPICIOUS SUBJECT	KCSD	ASSIST	LOWELL
17-0776	5/6/2017	SUSPICIOUS SUBJECT	KCSD	ASSIST	LOWELL
17-0792	5/9/2017	PI ACCIDENT	MSP	ASSIST	LOWELL
17-0798	5/9/2017	SUICIDAL SUBJECT	KCSD	BACK-UP	LOWELL
17-0802	5/10/2017	STAND-BY AS PEACE OFFICER	KCSD	BACK-UP	LOWELL
17-0824	5/12/2017	MIP PARTY	KCSD	BACK-UP	VERGENNES
17-0845	5/15/2017	VCSA / USE OF MARIJUANA	KCSD	ASSIST	CITY OF LOWELL
17-0879	5/19/2017	MEDICAL	KCSD	ASSIST	LOWELL
17-0880	5/19/2017	LARCENY	GRPD	ASSIST	CITY OF LOWELL
17-0901	5/23/2017	PD ACCIDENT	KCSD	ASSIST	LOWELL
17-0916	5/25/2017	PD ACCIDENT	KCSD	ASSIST	LOWELL
17-0922	5/26/2017	911 HANG-UP	KCSD	BACK-UP	LOWELL
17-0947	5/28/2017	DOMESTIC ASSAULT	KCSD	BACK-UP	LOWELL

**AGENCIES ASSISTING
LOWELL POLICE DEPARTMENT
MAY 2017**

COMP. #	DATE	INCIDENT	DEPARTMENT	STATUS
17-0764	5/4/2017	SUBJECT IN RIVER	LOWELL FIRE	ASSISTED
17-0774	5/5/2017	USE OF MARIJUANA	KCSD	BACK-UP
17-0804	5/11/2017	SUICIDAL SUBJECT	KCSD	BACK-UP
17-0863	5/18/2017	VULNERABLE ADULT	PROTECTIVE SERVICES	ASSISTED
17-0866	5/18/2017	PI ACCIDENT	LOWELL FIRE	ASSISTED
17-0871	5/19/2017	DISORDERLY	KCSD	BACK-UP
17-0881	5/20/2017	WARRANT ARREST	IONIA CO SHERIFF	ASSISTED
17-0884	5/20/2017	ASSAULT	KCSD	BACK-UP
17-0910	5/23/2017	VERBAL DOMESTIC	KCSD	BACK-UP
17-0950	5/29/2017	ASSAULT	KCSD	BACK-UP

MAY

CITY OF LOWELL - PERMIT LIST

06/05/2017

Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PB17900528	12080 GEE DR SE	05/01/2017	41-20-03-301-004	INTERIOR REMODEL & F	150.00	15,000
PB17900530	2523 GEE DR SE	05/02/2017	41-20-03-151-007	RE ROOF	65.00	14,970
PB17900585	240 VALLEY VISTA DR SE	05/03/2017	41-20-03-427-004	RE ROOF	65.00	6,500
PB17900290	318 E MAIN ST SE	05/03/2017	41-20-02-430-012	INTERIOR REMODEL - SI	495.00	150,000
PB17900548	1365 HIGHLAND HILL DR SE	05/03/2017	41-20-01-178-039	RESIDENCE W/DECK	645.00	224,049
PB17900549	1376 HIGHLAND HILL DR SE	05/03/2017	41-20-01-178-004	RESIDENCE	687.00	245,942
PB17900592	1800 W MAIN ST SE	05/04/2017	41-20-03-451-001	RE ROOF - LOT 130	65.00	1,000
PB17900609	1100 BOWES ST SE	05/08/2017	41-20-11-101-017	STREET SIDE DECKS FOI	203.00	35,200
PB17900545	1070 N HUDSON ST SE	05/09/2017	41-20-02-126-052	RE ROOF	173.00	25,600
PB17900648	2535 GEE DR SE	05/16/2017	41-20-03-151-023	RE ROOF & SIDING REPL	65.00	40,000
PB17900517	312 E MAIN ST SE	05/16/2017	41-20-02-430-014	BUILDING DEMO	50.00	1,000
PB17900539	137 S WEST AVE SE	05/23/2017	41-20-02-354-007	WOOD DECK & PORCH	150.00	15,000
PB17900529	307 E MAIN ST SE	05/24/2017	41-20-02-407-007	NEW SIGNAGE - SWEET	50.00	2,000
PB17900722	1335 W MAIN ST SE	05/30/2017	41-20-03-477-021	INTERIOR REMODEL - PI	329.00	78,000

Total Permits: 14

Total Fee Amount: 3,192.00

Total Const. Value: 854,261

Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PE17900643	318 E MAIN ST SE	05/05/2017	41-20-02-430-012	INTERIOR REMODELSEC	157.00	0
PE17900757	1376 HIGHLAND HILL DR SE	05/22/2017	41-20-01-178-004	RESIDENCE	246.00	0
PE17900758	1365 HIGHLAND HILL DR SE	05/22/2017	41-20-01-178-039	RESIDENCE W/DECK	246.00	0
PE17900804	2350 W MAIN ST SE	05/31/2017	41-20-03-370-032	New building	609.00	0

Total Permits: 4

Total Fee Amount: 1,258.00

Total Const. Value: 0

Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
--------	---------	------------	------------	------------------	------------	-------

MAY

06/05/2017

CITY OF LOWELL - PERMIT LIST

PM17901012	1224 HIGHLAND HILL DR SE	05/08/2017	41-20-01-178-028	New Construction HVAC	220.00	0
PM17901115	318 E MAIN ST SE	05/18/2017	41-20-02-430-012	INTERIOR REMODELSEC	70.00	0
PM17901129	115 S BROADWAY ST SE	05/19/2017	41-20-02-409-018		55.00	0

Total Permits: 3**Total Fee Amount: 345.00****Total Const. Value: 0**

Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PP17900493	1376 HIGHLAND HILL DR SE	05/03/2017	41-20-01-178-004	NEW HOME	244.00	0
PP17900545	1351 BOWES ST SE	05/18/2017	41-20-03-478-041	NEW BUILDING - ROND	294.00	0
PP17900494	1365 HIGHLAND HILL DR SE	05/18/2017	41-20-01-178-039	NEW RES	244.00	0

Total Permits: 3**Total Fee Amount: 782.00****Total Const. Value: 0**

Grand Total Permits:	24
Grand Total Permit Fee:	5,577.00
Grand Total Const. Value:	\$854,261

CITY OF LOWELL
REPORT FOR : MAY
FOR: Michael Burns

DRINKING WATER TREATMENT AND FILTRATION PLANT

A TOTAL OF: 18.81627 MILLION GALLONS OF RAW WATER WAS TREATED FOR THE
MONTH OF: MAY TOTAL PUMPING TIME, TREATMENT AND THE DISTRIBUTION
OF THE FINISHED WATER TO THE SYSTEM REQUIRED 296.58 HOURS, WHICH RESULTED IN
419 MAN HOURS FOR THE OPERATION.

CHEMICAL COST PER MILLION GALLONS: \$ 160.64

ELECTRICAL COST PER MILLION GALLONS: \$ 218.36

TOTAL COST PER MILLION GALLONS: \$ 379.01

WATER PRODUCTION

DAILY AVERAGE: 0.607

DAILY MAXIMUM: 0.794

DAILY MINIMUM: 0.463

THE AVERAGE PLANT OPERATION TIME WAS 9.5672 HOURS PER DAY.

Dept. of Public Works, City of Lowell

217 S. Hudson

Lowell, MI 49331

Phone: 616-897-5929 Fax: 616- -

Posted Totals by Invoice Number

Report Date: 06/02/2017

Period From: 05/01/2017 To: 05/31/2017

Invoice Number	Date	Name	Tax	Total	Balance Due
001073	05/31/2017	Water Plant	0.00	185.34	
001147	05/11/2017	Equipment	0.00	47.68	
001148	05/11/2017	Equipment	0.00	16.18	
001149	05/09/2017	Equipment	0.00	163.20	
001150	05/01/2017	Water Plant, Organization.	0.00	157.50	
001151	05/01/2017	Water Plant, Organization.	0.00	63.00	
001153	05/02/2017	Equipment	0.00	36.08	
001154	05/11/2017	Equipment	0.00	226.64	
001155	05/02/2017	Equipment	0.00	157.50	
001156	05/09/2017	Equipment	0.00	156.99	
001158	05/17/2017	Equipment	0.00	472.50	
001159	05/31/2017	Water Distribution, Organization	0.00	388.40	
001160	05/30/2017	Equipment	0.00	123.29	
001161	05/17/2017	D.P.W., Organization.	0.00	94.50	
001162	05/30/2017	Police	0.00	240.02	
001163	05/30/2017	Water Distribution, Organization	0.00	189.00	
001164	05/31/2017	Police	0.00	65.68	
001165	05/31/2017	Police	0.00	49.93	

2,833.43
Time Allocation Per Department

	Straight time					Overtime					Emergency Call Out					Standby				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
City Hall		3	8																	
Cemetery																				
Public Works	6	14.5	6.75		3.5															
Sidewalks																				
Parks																				
Library																				
Fire																				
Maj. Maint.																				
Maj. Traffic																				
Maj. Winter(Plowing)																				
Loc. Maint.																				
Loc. Traffic																				
Loc. Winter (Plowing)																				
D.D.A.																				
WW Plant																				
Sewer Mains																				
Water Plant	16.8	1.25	0.75					0.75	0.5											
Water Mains		1	0.75						0.5											
Equip. Maint.	17.3	20.3	23.8		12.5				2											
Sick Leave																				
Vacation				24																
PPH				16																
Holiday					8															
Totals Hrs. Per Week	40	40	40	40	24		0.75	3												

	<u>Straight time</u>	<u>Overtime</u>	<u>Call Out</u>	<u>Stand By</u>
Totals Hrs. For Month	104	2 75		



Lowell Area Fire and
Emergency Services Authority
Lowell Area Fire Department
301 E. Main St. Lowell, MI 49331
616-897-7354

Wednesday, June 07, 2017

Fire Authority Board:

We responded to 73 total incidents for the month of May, 23 fire related and 50 medical.

We received a 60 Kw generator from the DNR. This will run the entire station in the event of a power outage. Corey is looking at what it will take for making the connections.

We held open try outs. Five people applied and interviewed. We are offering positions to 3 of them. Two of the three excepted.

Firefighter Jim Weiler has left the department. He and his wife moved to Denver Co.

During the annual hose testing we had 19 sections fail. Six sections of supply hose, which we are hoping to repair, and 13 sections of attack line. We are seeking quotes for replacement hose.

The new doors are ordered and should be installed by the time we have our meeting.

A house was donated by a local family for training. On June 3rd the department conducted multiple trainings inside the home. We invited Ada, Alto, Cascade and Saranac to participate and all showed. The training lasted most of the day with the house being totally burned at the end. This allowed members to learn and understand fire behavior. The planning and prep work for this training took months to finalize. The family, along with Dean and Corey for our department, had many hours invested. This was a huge success and everyone enjoyed the training.

A donation was made, materials and labor, to replace the bushes in front of the station. Rich from the DPW received a call regarding this project and accepted the offer.

The new phone system should be up and running by the end of the month. This will allow us better communication with all city facilities while saving us approx. \$300 per month according to the project director.

Once again we will be covering the river walk concerts for medical stand-by starting June 15th.

We are continuing to work on the punch list provided by the DPW director regarding our station needs.

Shannon and I are reviewing all reports. The Sunday evening officer meetings continue to be very productive.

Please feel free to contact me at (616) 648-1478 with any questions or concerns.

Respectfully, Ron van Overbeek

Fire Chief, Lowell Area Fire Dept.

Lowell Area Fire Dept.

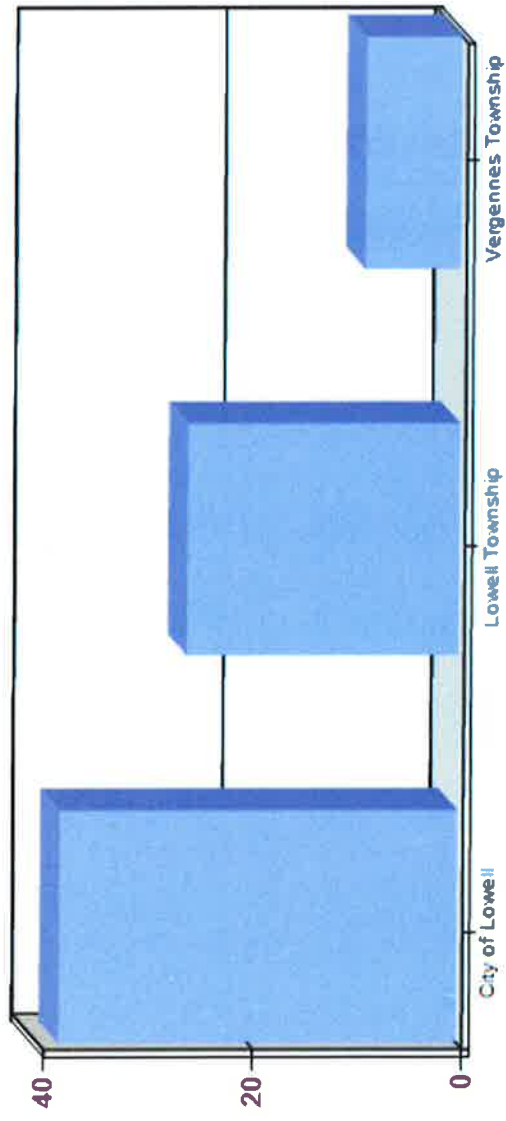
Lowell, MI

This report was generated on 6/5/2017 11:32:15 AM



Incident Count per Zone for Date Range

Start Date: 05/01/2017 | End Date: 05/31/2017



ZONE	# INCIDENTS
City of Lowell - City	38
Lowell Township - Lowell Township	26
Vergennes Township - Vergennes Township	9
TOTAL:	73

Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included.

Lowell Area Fire Dept.

Lowell, MI

This report was generated on 6/5/2017 11:33:13 AM



Incident Count with Man-Hours per Zone for Date Range

Start Date: 05/01/2017 | End Date: 05/31/2017

ZONE	INCIDENT COUNT	MAN-HOURS
City of Lowell - City	38	66:37
Lowell Township - Lowell Township	26	46:50
Vergennes Township - Vergennes Township	9	24:24
TOTAL	73	137:51

Lowell Area Fire Dept.

Lowell, MI

This report was generated on 6/2/2017 1:54:37 PM



Incident Count per User-Defined Fields for Date Range

Start Date: 05/01/2017 | End Date: 05/31/2017

ANSWERS	# INCIDENTS
USER-DEFINED FIELD: SCBA (Required)	
0	72
2	1

USER-DEFINED FIELD: Hose 1.5 inch Feet used (Required)	
0	72
00	1

USER-DEFINED FIELD: Hose 3 inch Feet used (Required)	
0	73

USER-DEFINED FIELD: Hose 5 inch feet used (Required)	
0	73

USER-DEFINED FIELD: Hand Tools Used (Required)	
0	67
00	1
1	1
2	2
2- Brooms	1
Gas monitor	1

USER-DEFINED FIELD: Rescue Tools Used (Required)	
--	--

Only User-Defined values selected in the CUSTOM field of an incident Included. Only REVIEWED incidents included in count.

(1) Spreader	1
0	72

USER-DEFINED FIELD: Water used (gal) (Required)	
0	72
00	1

Only User-Defined values selected in the CUSTOM field of an incident included. Only REVIEWED incidents included in count.

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
TAXES		1,900,174.24	1,790,164.49	28,549.77	110,009.75	94.21
LICPER	TAXES	38,150.00	45,622.09	10,403.13	(7,472.09)	119.59
CHARGES	LICENSES AND PERMITS	364,700.00	80,858.04	2,163.20	283,841.96	22.17
STATE	CHARGES FOR SERVICES	369,631.00	312,269.35	330.00	57,361.65	84.48
INT	STATE GRANTS	1,400.00	2,746.32	515.00	(1,346.32)	196.17
OTHER	INTEREST AND RENTS	15,050.00	30,578.79	2,164.44	(15,528.79)	203.18
TRANSIN	OTHER REVENUE	148,225.00	0.00	0.00	148,225.00	0.00
FINES	TRANSFERS IN	7,950.00	23,909.63	1,890.50	(15,959.63)	300.75
LOCAL	FINES AND FORFEITURES	11,900.00	9,637.14	0.00	2,262.86	80.98
	LOCAL CONTRIBUTIONS					
TOTAL REVENUES		2,857,180.24	2,295,785.85	46,016.04	561,394.39	80.35
Expenditures						
101	COUNCIL	17,140.00	25,105.93	513.35	(7,965.93)	146.48
172	MANAGER	111,858.00	94,780.40	8,108.85	17,077.60	84.73
191	ELECTIONS	11,260.00	7,640.75	843.97	3,619.25	67.86
209	ASSESSOR	51,850.00	47,106.38	3,840.96	4,743.62	90.85
210	ATTORNEY	32,500.00	36,545.90	9,313.00	(4,045.90)	112.45
215	CLERK	106,000.00	111,758.23	9,275.36	(5,758.23)	105.43
253	TREASURER	211,090.00	183,587.35	11,769.78	27,502.65	86.97
265	CITY HALL	147,600.00	147,027.56	9,978.73	572.44	99.61
276	CEMETERY	113,435.00	103,521.50	10,440.96	9,913.50	91.26
294	UNALLOCATED MISCELLANEOUS	13,200.00	17,038.23	0.00	(3,838.23)	129.08
301	POLICE DEPARTMENT	687,820.00	680,199.57	50,914.64	7,620.43	98.89
305	CODE ENFORCEMENT	93,700.00	73,903.84	5,156.93	19,796.16	78.87
336	FIRE	130,000.00	123,498.44	30,805.33	6,501.56	95.00
400	PLANNING & ZONING	43,000.00	39,096.28	5,927.60	3,903.72	90.92
426	EMERGENCY MANAGEMENT	0.00	(4.27)	0.00	4.27	100.00
441	DEPARTMENT OF PUBLIC WORKS	242,850.00	200,679.57	17,744.50	42,170.43	82.64
442	SIDEWALK	6,150.00	4,629.11	72.79	1,520.89	75.27
523	TRASH	35,000.00	20,099.55	0.00	14,900.45	57.43
728	ECONOMIC DEVELOPMENT	20,600.00	14,500.61	1,401.53	6,099.39	70.39
747	CHAMBER/RIVERWALK	3,500.00	3,730.05	260.96	(230.05)	106.57
751	PARKS	151,080.00	117,522.49	15,839.62	33,557.51	77.79
757	SHOWBOAT	1,600.00	756.27	42.29	843.73	47.27
774	RECREATION CONTRIBUTIONS	2,000.00	12,500.00	0.00	(10,500.00)	625.00
790	LIBRARY	74,500.00	76,328.09	5,732.63	(1,828.09)	102.45
803	HISTORICAL DISTRICT COMMISSION	250.00	15.00	0.00	235.00	6.00
804	MUSEUM	36,400.00	34,838.75	1,577.13	1,561.25	95.71
965	TRANSFERS OUT	609,446.00	0.00	0.00	609,446.00	0.00
TOTAL EXPENDITURES		2,953,829.00	2,176,405.58	199,560.91	777,423.42	73.68
TOTAL REVENUES						
TOTAL REVENUES		2,857,180.24	2,295,785.85	46,016.04	561,394.39	80.35
TOTAL EXPENDITURES		2,953,829.00	2,176,405.58	199,560.91	777,423.42	73.68
NET OF REVENUES & EXPENDITURES		(96,648.76)	119,380.27	(153,544.87)	(216,029.03)	123.52

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 05/31/2017

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
INT	INTEREST AND RENTS	0.00	248.68	0.00	(248.68)	100.00
OTHER	OTHER REVENUE	192,000.00	166,940.02	21,403.48	25,059.98	86.95
TRANSIN	TRANSFERS IN	100,000.00	0.00	0.00	100,000.00	0.00
TOTAL REVENUES		292,000.00	167,188.70	21,403.48	124,811.30	57.26
Expenditures						
450	CAPITAL OUTLAY	452,000.00	43,303.42	17,821.20	408,696.58	9.58
463	MAINTENANCE	38,650.00	20,935.52	8,729.50	17,714.48	54.17
474	TRAFFIC	9,100.00	5,311.61	137.18	3,788.39	58.37
478	WINTER MAINTENANCE	42,000.00	27,237.78	323.15	14,762.22	64.85
483	ADMINISTRATION	45,800.00	2,934.01	0.00	42,865.99	6.41
TOTAL EXPENDITURES		587,550.00	99,722.34	27,011.03	487,827.66	16.97
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES						
		292,000.00	167,188.70	21,403.48	124,811.30	57.26
		587,550.00	99,722.34	27,011.03	487,827.66	16.97
		(295,550.00)	67,466.36	(5,607.55)	(363,016.36)	22.83

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 05/31/2017

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
OTHER	OTHER REVENUE	87,000.00	63,116.18	8,168.98	23,883.82	72.55
TRANSIN	TRANSFERS IN	180,000.00	0.00	0.00	180,000.00	0.00
TOTAL REVENUES		267,000.00	63,116.18	8,168.98	203,883.82	23.64
Expenditures						
450	CAPITAL OUTLAY	25,000.00	10,130.04	0.00	14,869.96	40.52
463	MAINTENANCE	70,300.00	49,549.05	9,092.60	20,750.95	70.48
474	TRAFFIC	11,000.00	6,765.56	82.42	4,234.44	61.51
478	WINTER MAINTENANCE	60,400.00	45,727.69	837.48	14,672.31	75.71
483	ADMINISTRATION	27,300.00	3,549.50	0.00	23,750.50	13.00
906	DEBT SERVICE	83,743.00	79,210.00	802.50	4,533.00	94.59
TOTAL EXPENDITURES		277,743.00	194,931.84	10,815.00	82,811.16	70.18
TOTAL REVENUES		267,000.00	63,116.18	8,168.98	203,883.82	23.64
TOTAL EXPENDITURES		277,743.00	194,931.84	10,815.00	82,811.16	70.18
NET OF REVENUES & EXPENDITURES		(10,743.00)	(131,815.66)	(2,646.02)	121,072.66	1,226.99

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 05/31/2017

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 238 - HISTORICAL DISTRICT FUND						
Revenues						
INT	INTEREST AND RENTS	100.00	45.65	0.00	54.35	45.65
OTHER	OTHER REVENUE	50,000.00	50,000.00	0.00	0.00	100.00
TOTAL REVENUES		50,100.00	50,045.65	0.00	54.35	99.89
Expenditures						
000		50,000.00	36,628.00	3,261.00	13,372.00	73.26
TOTAL EXPENDITURES		50,000.00	36,628.00	3,261.00	13,372.00	73.26
TOTAL REVENUES		50,100.00	50,045.65	0.00	54.35	99.89
TOTAL EXPENDITURES		50,000.00	36,628.00	3,261.00	13,372.00	73.26
NET OF REVENUES & EXPENDITURES		100.00	13,417.65	(3,261.00)	(13,317.65)	13,417.6

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 05/31/2017

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDC USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
TAXES		397,600.00	410,538.04	0.00	(12,938.04)	103.25
INT	INTEREST AND RENTS	250.00	281.30	0.00	(31.30)	112.52
TOTAL REVENUES		397,850.00	410,819.34	0.00	(12,969.34)	103.26
Expenditures						
450	CAPITAL OUTLAY	75,000.00	158,149.31	0.00	(83,149.31)	210.87
463	MAINTENANCE	77,500.00	84,748.89	8,000.81	(7,248.89)	109.35
483	ADMINISTRATION	39,900.00	10,700.50	1,263.43	29,199.50	26.82
740	COMMUNITY PROMOTIONS	65,000.00	37,760.85	77.83	27,239.15	58.09
965	TRANSFERS OUT	147,225.00	0.00	0.00	147,225.00	0.00
TOTAL EXPENDITURES		404,625.00	291,359.55	9,342.07	113,265.45	72.01
TOTAL REVENUES		397,850.00	410,819.34	0.00	(12,969.34)	103.26
TOTAL EXPENDITURES		404,625.00	291,359.55	9,342.07	113,265.45	72.01
NET OF REVENUES & EXPENDITURES		(6,775.00)	119,459.79	(9,342.07)	(126,234.79)	1,763.24

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDC USED
Fund 260 - DESIGNATED CONTRIBUTIONS						
Revenues						
INT	INTEREST AND RENTS	2,000.00	415.00	155.00	1,585.00	20.75
LOCAL	LOCAL CONTRIBUTIONS	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL REVENUES		7,000.00	415.00	155.00	6,585.00	5.93
Expenditures						
443	ARBOR BOARD	5,000.00	8,655.00	525.00	(3,655.00)	173.10
751	PARKS	0.00	30,388.03	28,788.03	(30,388.03)	100.00
758	DOG PARK	2,000.00	925.93	0.00	1,074.07	46.30
790	LIBRARY	0.00	8,064.80	8,064.80	(8,064.80)	100.00
TOTAL EXPENDITURES		7,000.00	48,033.76	37,377.83	(41,033.76)	686.20
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES		0.00	(47,618.76)	(37,222.83)	47,618.76	100.00

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 351 - GENERAL DEBT SERVICE (NON-VOTED BONDS)						
Revenues						
TRANSIN	TRANSFERS IN	294,446.00	0.00	0.00	294,446.00	0.00
TOTAL REVENUES		294,446.00	0.00	0.00	294,446.00	0.00
Expenditures						
906	DEBT SERVICE	294,446.00	294,645.02	0.00	(199.02)	100.07
TOTAL EXPENDITURES		294,446.00	294,645.02	0.00	(199.02)	100.07
TOTAL REVENUES		294,446.00	0.00	0.00	294,446.00	0.00
TOTAL EXPENDITURES		294,446.00	294,645.02	0.00	(199.02)	100.07
NET OF REVENUES & EXPENDITURES		0.00	(294,645.02)	0.00	294,645.02	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 05/31/2017

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 581 - AIRPORT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	216.00	2,875.38	959.44	(2,659.38)	1,331.19
INT	INTEREST AND RENTS	39,050.00	36,118.84	1,410.00	2,931.16	92.49
OTHER	OTHER REVENUE	1,000.00	1,144.22	0.00	(144.22)	114.42
TOTAL REVENUES		40,266.00	40,138.44	2,369.44	127.56	99.68
Expenditures						
000		44,000.00	34,938.38	1,440.17	9,061.62	79.41
TOTAL EXPENDITURES		44,000.00	34,938.38	1,440.17	9,061.62	79.41
TOTAL REVENUES		40,266.00	40,138.44	2,369.44	127.56	99.68
TOTAL EXPENDITURES		44,000.00	34,938.38	1,440.17	9,061.62	79.41
NET OF REVENUES & EXPENDITURES		(3,734.00)	5,200.06	929.27	(8,934.06)	139.26

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 05/31/2017

Page: 9/17

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BGT USED
Fund 590 - WASTEWATER FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	1,084,000.00	988,724.01	151,465.38	95,275.99	91.21
INT	INTEREST AND RENTS	1,000.00	2,379.30	0.00	(1,379.30)	237.93
OTHER	OTHER REVENUE	0.00	1,612.10	(3,451,550.90)	(1,612.10)	100.00
TRANSIN	TRANSFERS IN	0.00	(0.10)	(0.10)	0.10	100.00
TOTAL REVENUES		1,085,000.00	992,715.31	(3,300,085.62)	92,284.69	91.49
Expenditures						
550	TREATMENT	526,500.00	2,398,572.11	709,864.03	(1,872,072.11)	455.57
551	COLLECTION	381,600.00	153,607.78	6,376.62	227,992.22	40.25
552	CUSTOMER ACCOUNTS	84,950.00	66,532.28	4,080.09	18,417.72	78.32
553	ADMINISTRATION	362,300.00	53,408.34	259.00	308,891.66	14.74
TOTAL EXPENDITURES		1,355,350.00	2,672,120.51	720,579.74	(1,316,770.51)	197.15
TOTAL REVENUES		1,085,000.00	992,715.31	(3,300,085.62)	92,284.69	91.49
TOTAL EXPENDITURES		1,355,350.00	2,672,120.51	720,579.74	(1,316,770.51)	197.15
NET OF REVENUES & EXPENDITURES		(270,350.00)	(1,679,405.20)	(4,020,665.36)	1,409,055.20	621.20

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 05/31/2017

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	1,022,000.00	948,415.44	166,000.89	73,584.56	92.80
INT	INTEREST AND RENTS	5,540.00	9,494.49	1,454.88	(3,954.49)	171.38
OTHER	OTHER REVENUE	5,000.00	26,920.15	1,070.00	(21,920.15)	538.40
TRANSIN	TRANSFERS IN	0.00	0.10	0.10	(0.10)	100.00
TOTAL REVENUES		1,032,540.00	984,830.18	168,525.87	47,709.82	95.38
Expenditures						
570	TREATMENT	487,900.00	330,261.00	43,244.59	157,639.00	67.69
571	DISTRIBUTION	211,900.00	158,945.81	17,430.60	52,954.19	75.01
572	CUSTOMER ACCOUNTS	90,700.00	69,905.82	4,079.96	20,794.18	77.07
573	ADMINISTRATION	265,924.00	143,690.82	259.00	122,233.18	54.03
TOTAL EXPENDITURES		1,056,424.00	702,803.45	65,014.15	353,620.55	66.53
TOTAL REVENUES		1,032,540.00	984,830.18	168,525.87	47,709.82	95.38
TOTAL EXPENDITURES		1,056,424.00	702,803.45	65,014.15	353,620.55	66.53
NET OF REVENUES & EXPENDITURES		(23,884.00)	282,026.73	103,511.72	(305,910.73)	1,180.82

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 05/31/2017

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDT USED
Fund 636 - DATA PROCESSING FUND						
Revenues						
INT	INTEREST AND RENTS	78,700.00	78,724.80	0.00	(24.80)	100.03
OTHER	OTHER REVENUE	1,300.00	1,182.57	0.00	117.43	90.97
TOTAL REVENUES		80,000.00	79,907.37	0.00	92.63	99.88
Expenditures						
000		80,000.00	45,465.99	995.96	34,534.01	56.83
TOTAL EXPENDITURES		80,000.00	45,465.99	995.96	34,534.01	56.83
TOTAL REVENUES		80,000.00	79,907.37	0.00	92.63	99.88
TOTAL EXPENDITURES		80,000.00	45,465.99	995.96	34,534.01	56.83
NET OF REVENUES & EXPENDITURES		0.00	34,441.38	(995.96)	(34,441.38)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 05/31/2017

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 661 - EQUIPMENT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	7,000.00	11,663.49	1,338.87	(4,663.49)	166.62
INT	INTEREST AND RENTS	0.00	37.96	0.00	(37.96)	100.00
OTHER	OTHER REVENUE	1,100.00	28,778.76	(221,210.00)	(27,678.76)	2,616.25
TRANSIN	TRANSFERS IN	35,000.00	0.00	0.00	35,000.00	0.00
TOTAL REVENUES		43,100.00	40,480.21	(219,871.13)	2,619.79	93.92
Expenditures						
895	FLEET MAINT. & REPLACEMENT	203,299.07	260,058.50	(212,580.28)	(56,759.43)	127.92
TOTAL EXPENDITURES		203,299.07	260,058.50	(212,580.28)	(56,759.43)	127.92
TOTAL REVENUES		43,100.00	40,480.21	(219,871.13)	2,619.79	93.92
TOTAL EXPENDITURES		203,299.07	260,058.50	(212,580.28)	(56,759.43)	127.92
NET OF REVENUES & EXPENDITURES		(160,199.07)	(219,578.29)	(7,290.85)	59,379.22	137.07

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDT USED
Fund 711 - CEMETERY FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	0.00	8,250.00	1,250.00	(8,250.00)	100.00
INT	INTEREST AND RENTS	0.00	139.21	0.00	(139.21)	100.00
TOTAL REVENUES		0.00	8,389.21	1,250.00	(8,389.21)	100.00
TOTAL REVENUES		0.00	8,389.21	1,250.00	(8,389.21)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	8,389.21	1,250.00	(8,389.21)	100.00

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BGT USED
Fund 714 - LEE FUND						
Revenues						
INT	INTEREST AND RENTS	5,000.00	338.74	364.22	4,661.26	6.77
TOTAL REVENUES		5,000.00	338.74	364.22	4,661.26	6.77
Expenditures						
000		5,000.00	3,550.00	0.00	1,450.00	71.00
TOTAL EXPENDITURES		5,000.00	3,550.00	0.00	1,450.00	71.00
TOTAL REVENUES		5,000.00	338.74	364.22	4,661.26	6.77
TOTAL EXPENDITURES		5,000.00	3,550.00	0.00	1,450.00	71.00
NET OF REVENUES & EXPENDITURES		0.00	(3,211.26)	364.22	3,211.26	100.00

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BGT USED
Fund 715 - LOOK FUND						
Revenues						
INT	INTEREST AND RENTS	25,000.00	1,672.39	1,768.20	23,327.61	6.69
TOTAL REVENUES		25,000.00	1,672.39	1,768.20	23,327.61	6.69
Expenditures						
000		25,000.00	10,000.00	0.00	15,000.00	40.00
TOTAL EXPENDITURES		25,000.00	10,000.00	0.00	15,000.00	40.00
TOTAL REVENUES		25,000.00	1,672.39	1,768.20	23,327.61	6.69
TOTAL EXPENDITURES		25,000.00	10,000.00	0.00	15,000.00	40.00
NET OF REVENUES & EXPENDITURES		0.00	(8,327.61)	1,768.20	8,327.61	100.00

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 716 - CARR FUND						
Revenues						
INT	INTEREST AND RENTS	0.00	11.96	0.00	(11.96)	100.00
TOTAL REVENUES		0.00	11.96	0.00	(11.96)	100.00
Expenditures						
000		0.00	90.00	0.00	(90.00)	100.00
TOTAL EXPENDITURES		0.00	90.00	0.00	(90.00)	100.00
TOTAL REVENUES		0.00	11.96	0.00	(11.96)	100.00
TOTAL EXPENDITURES		0.00	90.00	0.00	(90.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(78.04)	0.00	78.04	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 05/31/2017

GL NUMBER	DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	ACTIVITY FOR MONTH 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 718 - CARR FUND II						
Revenues						
INT	INTEREST AND RENTS	0.00	41.64	0.00	(41.64)	100.00
TOTAL REVENUES		0.00	41.64	0.00	(41.64)	100.00
TOTAL REVENUES						
TOTAL EXPENDITURES		0.00	41.64	0.00	(41.64)	100.00
NET OF REVENUES & EXPENDITURES		0.00	41.64	0.00	(41.64)	100.00
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		6,476,482.24	5,135,896.17	(3,269,935.52)	1,340,586.07	79.30
NET OF REVENUES & EXPENDITURES		7,344,266.07	6,870,752.92	862,817.58	473,513.15	93.55
		(867,783.83)	(1,734,856.75)	(4,132,753.10)	867,072.92	199.92

Monthly Operating Report

for the . . .

Contract Operation

of the . . .



Wastewater Treatment Plant

May 2017





June 15, 2017

Mr. Mike Burns
City Manager
City of Lowell
301 East Main Street
Lowell, MI 49331

Dear Mr. Burns:

On behalf of Suez I am pleased to submit the May Monthly Operating Report for the Lowell Wastewater Treatment Plant. During the month 49.65 million gallons of wastewater were treated, up from 72.30 million gallons the month before.

All NPDES Permit requirements were satisfied. Copies of the Monthly Operating Reports for May can be seen in Appendix A. Appendix B contains graphs representing how the actual lab results compared to the limits in the NPDES Permit and how the actual plant flows compared to the design flow.

The new Main Lift Station and the new Valley Vista Lift Station are both up and running very well. A few small punch list items remain and then those projects will be complete.

INDUSTRIAL PRETREATMENT PROGRAM

Fullers Septic was assessed \$80.80 in surcharges for May. No fines needed to be assessed and no operational problems were experienced at the plant from this discharge.

MAINTENANCE COST REPORT

Date	Vendor	Cost
5/7	Lowes (1)	\$ 579.78
5/7	Michigan Air Products (2)	927.50
Beginning Balance of the Annual Maintenance Allowance (Including carryover \$\$ from FY15-16)		\$11,773.61*
Maintenance Allowance Spent YTD		11,127.84
Balance of Maintenance Allowance		\$ 645.77

*The maintenance spending for FY 15-16 exceeded the annual allotment by \$289.21 so that amount was deducted from the beginning balance on July 1st. That brought the beginning balance to \$11,773.61 (\$12,000-\$289.21).

In addition to the preventive maintenance the following corrective maintenance activities occurred:

- Purchased lawn fertilizer (1)
- Replaced the rooftop exhaust fan in the grit room (2)

PROJECTS FOR THE FUTURE

- Replacing the push mower
- Summer painting projects

If you have any questions or would like additional information, please feel free to call me at your convenience.

Respectfully submitted,

SUEZ

A handwritten signature in dark ink, appearing to read "Mark Mundt", written in a cursive style.

Mark Mundt
Plant Manager

MAY EFFLUENT ANALYSIS OVERVIEW

The daily average for CBOD was 4.8 mg/l, 81% under the NPDES limit of 25 mg/l. The worst 7-day average was 5.4 mg/l, 87% under the NPDES limit of 40 mg/l.

The daily average for Suspended Solids was 7.8 mg/l, 74% under the NPDES limit is 30 mg/l. The worst 7-day average was 10.1 mg/l, 78% under the NPDES limit is 45 mg/l.

The monthly average for Phosphorus was 0.59 mg/l, the limit is 1.0 mg/l.

The average removal rate for BOD was 95%; a minimum of 85% is required. The average removal rate for Suspended Solids was 91%; a minimum of 85% is required.

The geometric average for fecal coliform bacteria was 56 colonies/100 mls, the limit is 200 colonies/100 mls. The worst 7-day average was 174 colonies/100 mls, the limit is 400 colonies/100 mls.

The highest chlorine residual was 0.033 mg/l; the limit is 0.038 mg/l. The monthly average was 0.010 mg/l.

Appendix A



Plant Influent Sheet

Weather Code	
1 Clear	6 Warm
2 Partly Cloudy	7 Cold
3 Cloudy	8 Windy
4 Rain	9 Melting Snow
5 Snow	

R4607 4/74
4833-6040

Lowell, Michigan

State of Michigan
Department of Environmental Quality

Plant No. 410049 Month May Year 2017
Supintendent's Signature _____ Mark Mundt, Supt.

WEATHER		FLOW		RAW SEWAGE QUALITY										D A Y P N S
Type Code	Precip Inches	Total MGD	Peak MGD	Temp F	pH SU	BOD mg/l	LBS	SS mg/l	LBS	Total-P mg/l	LBS	VSS mg/l	NH3-N mg/l	Mercury ng/l
0033	0045	50050	50051	00011	00400	00310	85001	00530	85002	00665	85004	00535	00610	71900
1	246	2.10	3.20	53	7.4	75	1314	80	1401			64		
2	246	2.12												
3	26	2.14		53	7.3	70	1249	60	1071	1.5	26.8	58	5.8	
4	26	2.10												
5	268	1.97		53	7.5	66	1084	60	986			52		
6	268	1.97												
7	26	1.97												
8	26	1.90		54	7.2	113	1791	86	1363			84		
9	26	1.77												
10	246	1.62		54	7.2	75	1613	98	1324	1.9	25.7	62	7.1	
11	26	1.50												
12	268	1.56		53	7.4	88	1145	68	885					
13	268	1.62												
14	26	1.66												
15	246	1.58		54	7.1	148	1950	138	1818			134		
16	26	1.56												
17	246	1.51		54	7.2	85	1070	76	957	2.2	27.7	72	8.5	
18	26	1.49												
19	268	1.33		54	7.2	89	987	70	776			58		
20	3468	1.46												
21	246	1.48												
22	26	1.42		54	7.2	106	1255	70	829			68		
23	246	1.38	1.70											
24	246	1.40	1.80	54	7.2	95	1109	94	1098	2.2	25.7	72	9.4	
25	26	1.36	1.70											
26	246	1.27	1.80	54	7.3	147	1557	130	1377			124		
27	26	1.30	1.80											
28	268	1.24	1.70											
29	26	1.37	1.60											
30	246	1.26	1.60	54	7.5	89	935	64	673			62		
31	26	1.24	1.60	54	7.2	104	1076	92	951	2.3	23.8	74	9.7	
TL	XXXX	49.65	XXXX	XXXX	XXXX	XXXX	38830	XXXX	34341	XXXX	804	XXXX	XXXX	XXXX
ME	XXXX	1.60	XXXX	54	7.3	96	1253	85	1108	2.0	25.9	75	8.1	XXXX
MAX	XXXX	2.14	3.20	54	7.5	148	1950	138	1818	2.3	27.7	134	9.7	XXXX
MIN	XXXX	1.24	1.60	53	7.1	66	935	60	673	1.5	23.8	52	5.8	XXXX

Remarks: May 2-22, incorrect charts for new flow recorder therefore no peak flow data available.

Activated Sludge Sheet

PM Code
1. Conventional
2. Step Feed
3. Complete Mix
4. Extended Aeration
5. Contact Stabilization
6. Other

State of Michigan
Department of Environmental Quality

Lowell, Michigan

Plant No.
410049

Month
May

Year
2017

Superintendent's Signature

Mark Mundt, Supt.

AERATION SYSTEM					MIXED LIQUOR					SECONDARY SLUDGE			Process Modification see code 80889	REMARKS
D	Aeration Volume KCF	Detention Time Hours	Sludge Age Days	Organic Loading F/M	MLSS mg/l	MLVSS mg/l	Settle. %	SDI %	DO mg/l	SVI %	SS %	VSS %	Waste Kgal	
Y	80993	81001	80990	80992	70323	70324	81004	81007	00300	8100	81006	70325	80991	
PN														
SF														
1	96	8.2	10.2	0.13	2397	1732	12	2.00	2.7	50	0.63	0.45	0.0	1
2		8.1											20.7	2
3		8.1	13.0	0.12	2325	1694	12	1.94	3.1	52	0.48	0.36	0.0	3
4		8.2											23.4	4
5		8.7	14.0	0.11	2309	1716	12	1.92	3.5	52	0.64	0.46	21.6	5
6		8.7											0.0	6
7		8.7											0.0	7
8		9.1	10.4	0.17	2360	1727	12	1.97	1.9	51	0.43	0.31	72.1	8
9		9.7											23.1	9
10		10.6	8.6	0.12	1905	1110	10	1.91	3.4	52	0.30	0.23	0.0	10
11		11.5											24.0	11
12		11.0	14.3	0.12	2113	1599	10	2.11	3.8	47	0.32	0.24	23.1	12
13		10.6											0.0	13
14		10.4											0.0	14
15		10.9	7.7	0.18	2336	1778	12	1.95	2.7	51	0.44	0.33	96.9	15
16		11.0											0.0	16
17		11.4	11.7	0.13	1863	1415	10	1.86	1.7	54	0.34	0.26	0.0	17
18		11.6											0.0	18
19		13.0	14.8	0.11	1922	1457	11	1.75	2.4	57	0.40	0.30	22.8	19
20		11.8											0.0	20
21		11.6											0.0	21
22		12.1	16.8	0.12	2319	1775	12	1.93	2.1	52	0.40	0.30	73.5	22
23		12.5											23.3	23
24		12.3	10.1	0.13	1855	1414	10	1.86	3.6	54	0.31	0.24	0.0	24
25		12.7											0.0	25
26		13.6	8.9	0.17	2039	1561	10	2.04	3.1	49	0.31	0.23	0.0	26
27		13.3											0.0	27
28		13.9											0.0	28
29		12.6											0.0	29
30		13.7	21.0	0.09	2353	1798	14	1.68	1.9	59	0.48	0.37	68.8	30
31		13.9	13.6	0.11	2160	1628	14	1.54	4.0	65	0.39	0.29	24.1	31
TL	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	517.4	TL
ME	96	11.1	12.5	0.13	2161	1622	12	1.89	2.9	53	0.42	0.31	16.7	ME
MAX	XXXX	13.9	21.0	0.18	2397	1798	14	2.11	4.0	65	0.64	0.46	96.9	MAX
MIN	XXXX	8.1	7.7	0.09	1855	1410	10	1.54	1.7	47	0.30	0.23	XXXX	MIN

Remarks:

4833-5034
R4609 4/74

Final Effluent Sheet

MF	Fecal	Total
MPW	31616	31504
	31615	31505

State of Michigan
Department of Environmental Quality

Lowell, Michigan

R 4610 4/74
4833-5468

Superintendent's Signature
Mark Mundt, Supt.

Plant No.
410049

Month
May

Year
2017

Sampling Point Code
001

D A Y PN SF	CBOD mg/l	LBS.	% Rem	SS mg/l	LBS.	% Rem	Total - P mg/l	LBS.	% Rem	VSS mg/l	pH	DO mg/l	F.Coli #/100ml	NH3 mg/l	Cl2 mg/l	Mercury ng/l	D A Y PN SF
1	7.2	126	90	12.0	210	85				7.2	7.5	9.6	212		0.014	*G	1
2																	2
3	5.1	91	93	6.0	107	90	9.82	0.55	63	5.6	7.3	9.7	240	0.11	0.002		3
4																	4
5	3.9	64	94	10.8	177	82				6.0	7.4	11.9	103		0.001		5
6																	6
7																	7
8	5.4	86	95	8.0	127	91				7.6	7.3	9.6	44		0.008		8
9																	9
10	4.9	66	93	11.6	157	88	7.57	0.56	71	5.2	7.4	10.2	52	0.19	0.028		10
11																	11
12	4.7	61	95	6.0	78	91				5.6	7.3	10.9	148		0.001		12
13																	13
14																	14
15	4.6	61	97	5.2	69	96				4.8	7.4	9.7	44		0.002		15
16																	16
17	4.1	52	95	6.8	86	91	7.68	0.61	72	4.8	7.3	9.4	240	0.74	0.001		17
18																	18
19	5.2	58	94	6.0	67	91				4.4	7.3	9.6	50		0.017		19
20																	20
21																	21
22	4.8	57	95	9.2	109	87				8.0	7.3	10.9	46		0.007		22
23																	23
24	4.8	56	95	10.4	121	89	7.36	0.63	71	6.4	7.3	9.5	54	0.65	0.025		24
25																	25
26	4.5	48	97	6.8	72	95				4.8	7.3	9.4	38		0.001		26
27																	27
28																	28
29																	29
30	3.9	41	96	3.6	38	94				3.2	7.4	10.0	240		0.001		30
31	3.6	37	97	7.2	74	92	6.41	0.62	73	3.6	7.5	9.8	2	0.94	0.033		31
TL	XXXX	1999	XXXX	XXXX	3303	XXXX	240.8	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	TL
ME	4.8	64	95	7.8	107	91	7.77	0.59	70	5.5	7.4	10.0	56	0.53	0.010	XXXX	ME
WA	5.4	94	92	10.1	165	86	XXXX	XXXX	XXXX	6.4	7.4	9.5	174	0.74	0.016	XXXX	WA
MAX	7.2	126	97	12.0	210	96	9.82	0.63	73	8.0	7.5	11.9	240	0.94	0.033	XXXX	MAX
MIN	3.6	37	90	3.6	38	82	6.41	0.55	63	3.2	7.3	9.4	2	0.11	0.001	XXXX	MIN

Remarks: Fecal Coli for May 3, 17, 30, are actually "Greater Than"
Cl2 Residuals for May 5, 12, 17, 26, 30, are actually "Less Than"

Miscellaneous Sheet

Lowell, Michigan

R 4607 4/74
4833-6040

Plant No. 410049 Month May Year 2017

Superintendent's Signature

Mark Mundt, Supt.

D A Y P N S	Grit	Aux Fuel Nat. Gas	Power Consumption KWH	Chemicals Applied	
				CL2 LBS	FeCL2 GAL
1	1	2	3	16	35
2	1	8	1.8	13	40
3	1	11	1.6	12	35
4	1	3	1.4	18	35
5	1	5	1.6	10	35
6	1	4	1.4	10	40
7	1	1	1.4	17	40
8	1	6	1.6	13	35
9	1	8	1.8	15	35
10	1	2	1.6	15	40
11	1	1	1.4	15	40
12	1	1	1.4	10	40
13	1	2	1.4	11	35
14	1	0	1.2	12	35
15	1	0	1.6	9	35
16	1	1	1.2	7	45
17	1	0	1.4	4	35
18	1	0	1.2	20	40
19	1	1	1.2	10	35
20	1	0	1.4	10	35
21	1	2	1.4	12	35
22	1	0	1.4	13	45
23	1	0	1.2	15	40
24	1	1	1.4	10	35
25	1	0	1.2	10	35
26	1	0	1.4	10	35
27	1	0	1.4	10	35
28	1	0	1.4	10	35
29	1	0	1.4	10	35
30	1	0	1.4	10	35
31	1	1	1.2	10	40
TL	31	58	43.4	369	1160
ME	1	2	1.4	12	37
MAX	1	11	1.8	20	45
MIN	1	0	1.2	4	30

Manpower						
Position Title	Full Time	Part Time	Total Hours	No. of Vac.	No. of Separations	No of New Hires
Superintendent	1	0	184	0	0	0
Shift Operator	1	1	204	0	0	0
Total	2	1	388	0	0	0
Weekday Hrs.	9					
Saturday Hrs.	4					
Sunday Hrs.	4					
Holiday Hrs.	4					

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)

NAME: LOWELL WWTP
ADDRESS: 301 EAST MAIN STREET
 LOWELL MI 49331

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)**

MI0020311	001 A
PERMIT NUMBER	DISCHARGE NUMBER

MINOR
 (SUBR GG)
 F-FINAL
 001 MUN:WASTE20--FLAT RIVER

FACILITY: LOWELL WWTP
LOCATION: LOWELL
ATTN: MARK MUNDT

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
FROM 2017	5	01	TO 2017	5	30

*** NO DISCHARGE ☐ ***
 NOTE: Read Instructions before completing this form.

PARAMETER	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE	
	AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM				UNITS
OXYGEN, DISSOLVED (DO)	*****	*****	*****	9.4	*****	*****	(19)	0	3/7	Grab
00300 P 0 0 SEE COMMENTS BELOW	*****	*****	*****	3.0 DAILY MINIMUM	*****	*****	mg/L		WEEKDAYS	GRAB
pH	*****	*****	*****	7.3	*****	7.5	(12)	0	3/7	Grab
00400 P 0 0 SEE COMMENTS BELOW	*****	*****	*****	6.5 DAILY MINIMUM	*****	9.0 DAILY MAX	S.U.		WEEKDAYS	GRAB
SOLIDS, TOTAL SUSPENDED	107	165	(26)	*****	7.8	10.1	(19)	0	3/7	24 Hr Comp
00530 B 0 0 PRIOR TO DISINFECT	360 MONTHLY AVG	530 7 DAY AVG	lbs/day	*****	30 MONTHLY AVG	45 7 DAY AVG	mg/L		WEEKDAYS	COMP24
NITROGEN, AMMONIA TOTAL (AS N)	*****	*****	*****	*****	*****	0.94	(19)	0	1/7	24 Hr Comp
00610 B 1 0 PRIOR TO DISINFECT	*****	*****	*****	*****	*****	REPORT DAILY MAX	mg/L		WEEKLY	COMP24
PHOSPHORUS, TOTAL (AS P)	7.8	*****	(26)	*****	0.59	*****	(19)	0	1/7	24 Hr Comp
00685 B 0 0 PRIOR TO DISINFECT	12 MONTHLY AVG	*****	lbs/day	*****	1.0 MONTHLY AVG	*****	mg/L		WEEKLY	COMP24
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	1.60	2.14	(03)	*****	*****	*****	*****	-	7/7	Record Flow
50050 1 0 0 EFFLUENT GROSS VALUE	REPORT MONTHLY AVG	REPORT DAILY MAX	MGD	*****	*****	*****	*****		WEEKDAYS	RECORD FLOW
CHLORINE, TOTAL RESIDUAL	*****	*****	*****	*****	*****	0.033	(19)	0	3/7	Grab
50060 P 0 0 SEE COMMENTS BELOW	*****	*****	*****	*****	*****	0.038 DAILY MAX	mg/L		WEEKDAYS	GRAB
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			I certify, under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			PHONE NUMBER		DATE		
Mark Mundt, Supt.						(616) 897-8135		2017 6 10		
TYPED OR PRINTED			SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT			AREA CODE		NUMBER		

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

P=AFter DISINFECTION

EPA Form 3320-1 (Rev 3/99) Previous editions may be used.

This is an electronic copy.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

NAME:	LOWELL WWTP
ADDRESS:	301 EAST MAIN STREET LOWELL

MINOR
(SUBR GG)
F-FINAL
001 MUN. V

FACILITY: LOWELL WWTP
LOCATION: LOWELL
ATTN: MARK MUNDT

MI 49331

ATTN: MARK MUNDT

MONITORING PERIOD

YEAR	MO	DAY	YEAR	MO	DAY
2017	5	01	TO	5	30

*** NO DISCHARGE ***

NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
COLIFORM, FECAL GENERAL	SAMPLE MEASUREMENT PERMIT	*****	*****		*****	56	174	(19)	0	3/7	GRAB
74055 P O O	REQUIREMENT	*****	*****	*****	*****	MONTHLY AVG	400	mg/L		DAILY	GRAB
SEE COMMENTS BELOW	SAMPLE MEASUREMENT PERMIT	64	94	(26)	*****	4.8	5.4	(19)	0	3/7	24 HR COMP
BOD, CARBONACEOUS 05 DAY, 20C	REQUIREMENT	300	470	lbs/day	*****	MONTHLY AVG	40	mg/L		WEEKDAYS	COMP24
80082 B O O	REQUIREMENT	*****	*****	*****	95	*****	*****	(23)	0	1/30	CALCTD
PRIOR TO DISINFECT REMOVAL	SAMPLE MEASUREMENT PERMIT	*****	*****	*****	85	*****	*****	PER-CENT		ONCE/MON	CALCTD
81010 K O O	REQUIREMENT	*****	*****	*****	91	*****	*****	(23)	0	1/30	CALCTD
SOLIDS, SUSPENDED PERCENT REMOVAL	SAMPLE MEASUREMENT PERMIT	*****	*****	*****	85	*****	*****	PER-CENT		ONCE/MON	CALCTD
81011 K O O	REQUIREMENT	*****	*****	*****	MIN % REMOVAL	*****	*****		0	1/90	GRAB
PERCENT REMOVAL	SAMPLE MEASUREMENT PERMIT	*****	*G	*****	*****	*****	*G			QUARTERLY	GRAB
MERCURY, TOTAL	REQUIREMENT	*****	(report) Max Monthly Avg	lbs/day	*****	*****	(report) Max Monthly Avg	ng/L	0	1/90	CALCTD
71900 B O O	SAMPLE MEASUREMENT PERMIT	*****	0.000021	*****	*****	*****	1.21		0	1/90	CALCTD
PRIOR TO DISINFECT	REQUIREMENT	*****	0.000036	*****	*****	*****	3.0	ng/L		QUARTERLY	CALCTD
MERCURY, TOTAL	SAMPLE MEASUREMENT PERMIT	*****	12-Mo Rolling Avg	lbs/day	*****	*****	12-Mo Rolling Avg				
71900 X O O	REQUIREMENT	*****			*****	*****					
PRIOR TO DISINFECT	SAMPLE MEASUREMENT PERMIT	*****			*****	*****					
	REQUIREMENT	*****			*****	*****					
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				PHONE NUMBER		DATE			
						(616) 897-8135		2017 6 10			
Mark Mundt, Supt.		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT				NUMBER		YEAR MO DAY			
						(616)		6 10			
						AREA CODE					
						NUMBER					

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

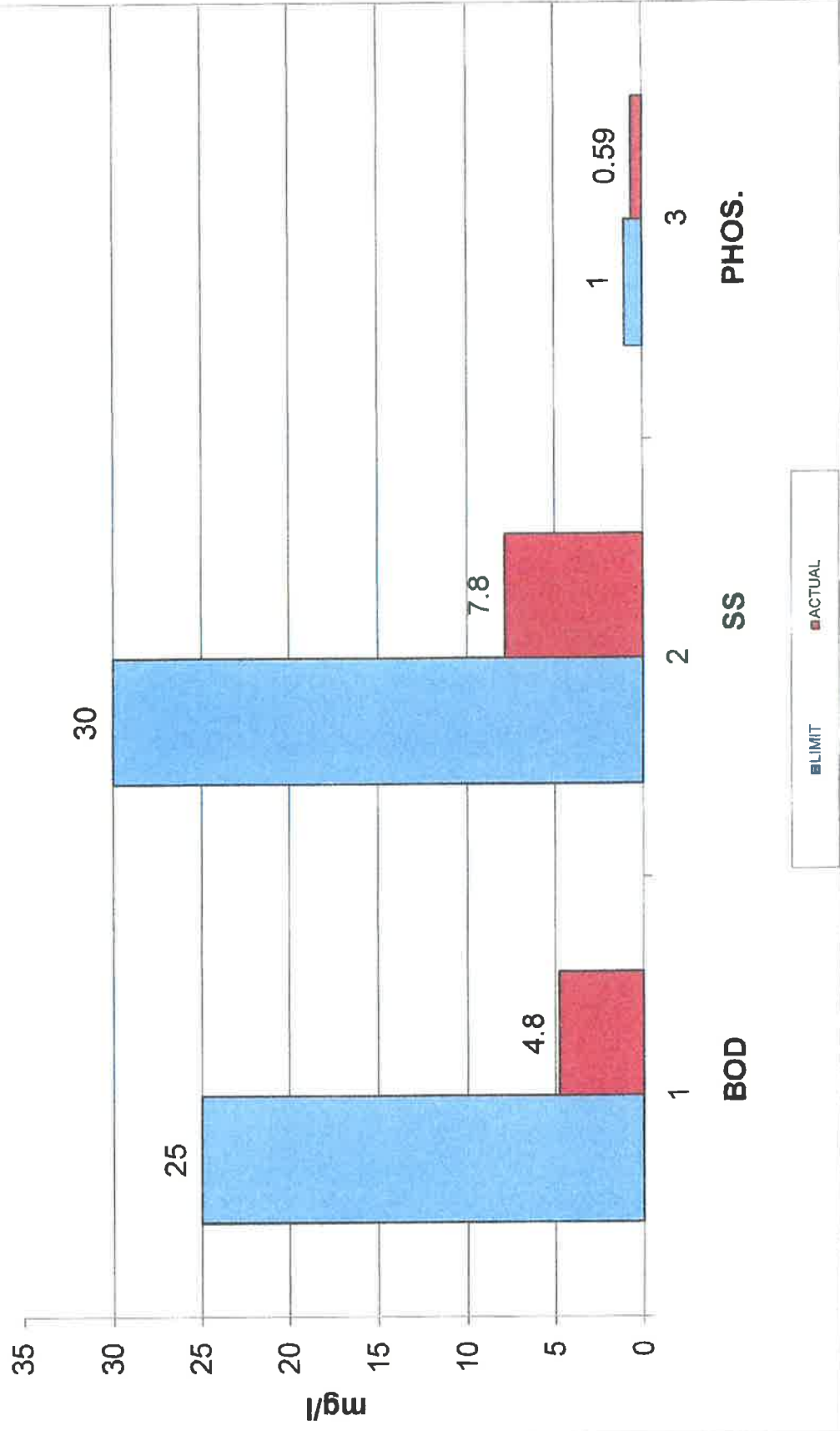
P=AFTER DISINFECTION

EPA Form 3320-1 (Rev 3/99) Previous editions may be used.

Appendix B

=====

EFFLUENT LIMIT vs ACTUAL



DESIGN FLOW vs ACTUAL FLOW



