



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

CITY OF LOWELL
CITY COUNCIL AGENDA
MONDAY, OCTOBER 2, 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 September 18, 2017 City Council meeting.
 - Approve and place on file the regular minutes of the September 18, 2017 City Council meeting.
 - Authorize payment of invoices in the amount of \$221,429.52
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 28-17 – Approving Application of Big Boiler Brewing, LLC, for an Industrial Facilities Exemption Certificate and Property Tax Abatement Agreement.
 - b. Resolution 29-17 – Approving and Authorizing the Execution of an Ambulance Service Agreement between the City of Lowell and Rockford Ambulance, Inc.
 - c. Wayfinding Sign Consultation
 - d. Flail Mower Purchase
6. BOARD/COMMISSION REPORTS
7. MANAGER'S REPORT
8. APPOINTMENTS
9. COUNCIL COMMENTS
10. ADJOURNMENT

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



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, October 2, 2017

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

2. CONSENT AGENDA

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4. OLD BUSINESS

None.

5. NEW BUSINESS

- a. Resolution 28-17 – Approving Application of Big Boiler Brewing, LLC, for an Industrial Facilities Exemption Certificate and Property Tax Abatement Agreement. Memo is provided from City Manager Mike Burns.

Recommendation: That the Lowell City Council approve Resolution 28-17 as well as the agreement granting an Industrial Facility Tax Credit for Big Boiler Brewer for five years with the option to reapply for the remaining years for the expansion of their site.

- b. Resolution 29-17 – Approving and Authorizing the Execution of an Ambulance Service Agreement between the City of Lowell and Rockford Ambulance, Inc. Memo is provided from City Manager Mike Burns.

Recommended Motion: That the Lowell City Council approve Resolution 29-17 renewing a 5-year agreement with Rockford Ambulance Service for EMS services to the City of Lowell.

- c. Wayfinding Sign Consultation. Memo is provided by DPW Director Rich LaBombard.

Recommended Motion: That the Lowell City Council accept Williams and Work's proposal for consulting and facilitating the wayfinding project development and authorize the City Manager to sign the proposal.

- d. Flail Mower Purchase. Memo is provided by DPW Director Rich LaBombard.

Recommended Motion: That the Lowell City Council approve the purchase of a flail mower in the amount of \$19,378.50 and authorize the City Manager to sign the sales order on behalf of the City.

6. BOARD/COMMISSION REPORTS

7. MANAGER'S REPORT

8. APPOINTMENTS

9. COUNCIL COMMENTS

10. ADJOURNMENT

**PROCEEDINGS
OF
THE COMMITTEE OF THE WHOLE
OF THE
CITY OF LOWELL
MONDAY, SEPTEMBER 18, 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 City Clerk Susan Ullery called roll.

Present: Councilmembers Greg Canfield, Marty Chambers, Jim Hodges, Jeff Phillips, and Mayor DeVore.

Absent: None.

Also Present: City Manager Mike Burns, City Clerk Susan Ullery, City Attorney Richard Wendt, and Williams and Works Planner Andy Moore.

2. APPROVAL OF THE AGENDA

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

YES: Mayor DeVore, Councilmember Hodges, Councilmember Phillips, Councilmember Chambers, and Councilmember Canfield.

NO: None.

ABSENT: None.

MOTION CARRIED.

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

There were no comments.

4. DISCUSSION REGARDING SHORT TERM RENTALS.

City Manager Mike Burns explained there has been a complaint in reference to an Airbnb operating within the City of Lowell. Currently, there is no ordinance pertaining to short term rentals.

Williams and Works Planner Andy Moore spoke in reference to the issue. Owners living in single family residences in a neighborhood environment normally expect that the other homes in the area will be occupied by other long term residents with similar standards of housekeeping, behavior, and a general good-neighbor's concern for the other residents. On the other hand, within the limits of the law and local ordinances, a property owner is entitled to capitalize on the value of his home and land. Where there is a market for short-term rentals, the high earnings potential of the property can be enticing, especially in communities that tend to attract a number of tourists. With the increasing popularity of companies like Airbnb and VRBO, this is a significant issue in numerous communities throughout the region. Moore noted this is not a huge issue in Lowell at this time.

Moore explained the Planning Commission reviewed this prior and were hesitant to take on such a large undertaking for something that has not been an issue. However, moving forward there should be some degree of regulation. He outlined many different options available. Moore questioned how the Council would like the Planning Commission to address the issue.

Burns explained there is an issue with transient people coming in and out of the neighborhoods. There is also the issue of private property and personal property rights as well as considering how the property is being taxed. Federal law allows an owner to rent their principal residence for less than 15 days during a calendar year without declaring it as a rental property on their tax return.

Moore explained if the City were to allow such a use through a special land use permit, that permit would run with the property and would be allowed to continue unless such activity has not occurred for a period of one year, at which time the permit goes away.

City Attorney Dick Wendt clarified that if such a use is established now, it is not a nonconforming use because it not permitted now.

Wendt suggested the City allow short term rentals through a special land use permit. Moore noted this would also require the neighbors within 300' of the residence be notified.

Canfield believed there was a need for this in the City.

Moore stated the use could be permitted in certain districts only. Square footage of a home can also be considered.

Canfield favored the idea of allowing it through a special land use.

The issue will be brought back to the Planning Commission for further review.

5. **BROWNFIELD REDEVELOPMENT AUTHORITY.**

The City has been approached by interested developers regarding the possibility of considering a Brownfield Redevelopment Authority (BRDA). The establishment of this district would be to allow reimbursement for abatement costs to contaminated, functionally obsolete, blighted or historic properties through tax increment financing (similar to the Downtown Development Authority). The advantage to this is, in addition to local tax capture, under state statute; school operating taxes can also be added to this capture. In addition, the Michigan Economic Development Corporation through the Michigan Strategic Fund can also approve the 6% State Education Tax from approved developments to be captured for Brownfield remediation.

The state statute currently allows the Downtown Development Authority to serve as the Brownfield Redevelopment Authority, which may be a good idea since this would not require the creation of another separate authority. Burns advised he would like to bring this before the Downtown Development Authority before taking action.

Attorney Dick Wendt explained the DDA captures tax increment revenue from the district and they can spend that money within the district. The City's DDA is limited to only capturing the City property tax, County property tax and the Kent County Library tax. This can be spent for a series of eligible projects, there is no state money that is involved. What happens in the DDA project, is an investment is made and it is paid for from the tax increments that is generated from the district.

Wendt went on to explain a Brownfield Field Authority can only capture taxes from a single piece of property and can only spend those taxes that are captured for the benefit of that single piece of property. In addition to capturing what the DDA can capture, it can capture the school tax, the Kent Intermediate School tax and the State Education tax. The costs that you can use to reimburse the developer are limited

and generally need to be for environmental or demolition costs. To qualify, the property needs to be either a facility or functionally obsolete.

Wendt advised, members of the DDA board can serve as members of the Brownfield Redevelopment Authority, but it has to be a separate authority. Wendt then explained the steps for establishing the Brownfield Redevelopment Authority.

Burns stated he would bring this to the DDA to see if they would like to serve on this authority.

6. **COUNCIL COMMENTS.**

There were no comments.

7. **ADJOURNMENT.**

IT WAS MOVED BY HODGES and seconded by PHILLIPS to adjourn at 6:31 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, SEPTEMBER 18, 2017, 7:00 P.M.**

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

The Meeting was called to order at 7:00 p.m. by Mayor Mike DeVore and City Clerk Susan Ullery called roll.

Present: Councilmembers Greg Canfield, Marty Chambers, Jim Hodges, Jeff Phillips, and Mayor DeVore.

Also Present: City Manager Mike Burns, City Clerk Susan Ullery, City Attorney Richard Wendt, and Police Chief Steve Bukala

2. ELECTION OF MAYOR PRO TEM.

IT WAS MOVED BY HODGES and seconded by DEVORE to elect Councilmember Greg Canfield as Mayor Pro Tem.

YES: Mayor DeVore, Councilmember Hodges, Councilmember Phillips, Councilmember Chambers, and Councilmember Canfield.

NO: None. ABSENT. None. MOTION CARRIED.

3. APPROVAL OF THE CONSENT AGENDA.

- Approval of the Agenda.
- Approve and place on file the closed minutes of the September 5, 2017 City Council meeting.
- Authorize payment of invoices in the amount of \$1,730,808.40.
- Request from Lowell Light and Power to Close Broadway Street on October 14, 2017 for the Harvest Festival

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

YES: Councilmember Hodges, Councilmember Phillips, Councilmember Chambers, Councilmember Canfield, and Mayor DeVore.

NO: None. ABSENT: None. MOTION CARRIED.

4. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

There were no comments.

5. OLD BUSINESS.

There was no old business.

6. **NEW BUSINESS.**

- a. Ordinance 17-03 – Amending Chapter 4, General Provisions. City Manager Mike Burns stated the Planning Commission spent several months reviewing the ordinances and modifying areas so that it is more adaptable to current trends in Planning and Zoning.

IT WAS MOVED BY HODGES and seconded by PHILLIPS to approve Zoning Ordinance 17-03 amending Chapter 4, General Provisions.

YES: Councilmember Phillips, Councilmember Chambers, Councilmember Canfield, Mayor DeVore, and Councilmember Hodges.

NO: None. ABSENT: None. MOTION CARRIED.

- b. Ordinance 17-04 – Amending Chapter 2, Definitions and Chapter 17, Special Land Use.

IT WAS MOVED BY HODGES and seconded by CHAMBERS to approve Zoning Ordinance 17-04 amending Chapter 3, Definitions and Chapter 17, Special Land Use.

YES: Councilmember Chambers, Councilmember Canfield, Mayor DeVore, Councilmember Hodges, and Councilmember Phillips.

NO: None. ABSENT: None. MOTION CARRIED.

- c. Resolution 26-17 – To Reestablish a Public Hearing to Consider Approving the Application of Big Boiler Brewing, LLC. for an Industrial Facilities Exemption Certificate and Approving and Authorizing Execution of a Related Property Tax Abatement.

IT WAS MOVED BY DEVORE and seconded by CANFIELD to reestablish a Public Hearing for October 2, 2017 to consider approving an Industrial Facility Tax Credit for Big Boiler Brewing, LLC for five years with the option to reapply for the remaining years as well as approving and authorizing execution of a related property tax abatement agreement.

YES: Councilmember Canfield, Mayor DeVore, Councilmember Hodges, Councilmember Phillips, and Councilmember Chambers.

NO: None. ABSENT: None. MOTION CARRIED.

- d. 109 Riverside Drive – Utility Repair.

The occupant at 109 Riverside Drive has a history of complaints about sewer backups at their business. The Department of Public Works investigated the complaint and determined the service was crushed, which caused sporadic sewer backups.

Approximately ten years ago, a contractor working on Riverside Drive damaged the sewer lateral serving 109 Riverside Drive. The contractors repaired the damage, but installed a pipe of inferior quality. Based on video inspection, the repair has deformed over the course of the years to the point of failure and is in need of replacement.

IT WAS MOVED BY HODGES and seconded by CANFIELD to approve Groundhawg Excavating and Landscaping, LLC of Cascade, Michigan to repair the damaged utility for a cost not to exceed \$9,750.00.

YES: Mayor DeVore, Councilmember Hodges, Councilmember Phillips, Councilmember Chambers, and Councilmember Canfield.

NO: None. ABSENT: None. MOTION CARRIED.

e. Neptune Water Meter Purchase.

The Department of Public Works is requesting approval to purchase 70 water meters. Approximately 60 meters are replaced throughout the City of Lowell on an annual basis and there are only 18 meters remaining in inventory.

IT WAS MOVED BY CHAMBERS and seconded by PHILLIPS to approve the purchase of Neptune water meters from Ferguson Waterworks at a cost not to exceed \$14,630.00.

YES: Councilmember Hodges, Councilmember Phillips, Councilmember Chambers, Councilmember Canfield, and Mayor DeVore.

NO: None. ABSENT: None. MOTION CARRIED.

f. New Underground Utilities at James and High Streets.

Sable Homes is developing three properties within the City of Lowell at the southeast intersection of James and High Streets. The new build sites will require water and sanitary services installed to the property lines where they don't currently exist.

IT WAS MOVED BY HODGES and seconded by DEVORE to approve Groundhawg Excavating and Landscaping, LLC of Cascade, Michigan to install underground sewer services for a cost not to exceed \$7,250.

YES: Councilmember Phillips, Councilmember Chambers, Councilmember Canfield, Mayor DeVore, and Councilmember Hodges.

NO: None. ABSENT: None. MOTION CARRIED

IT WAS MOVED BY HODGES and seconded by DEVORE to approve Lee's Trenching Service, Inc. of Byron Center, Michigan to install new water services in Lowell for a cost not to exceed \$5,000.

YES: Councilmember Chambers, Councilmember Canfield, Mayor DeVore, Councilmember Hodges, and Councilmember Phillips.

NO: None. ABSENT: None. MOTION CARRIED.

g. Resolution 27-17 -Appointment of Councilmember Chambers to the City of Lowell Planning Commission.

IT WAS MOVED BY HODGES and seconded by CANFIELD to approve Resolution 27-17 appointing Councilmember Chambers to the City of Lowell Planning Commission.

YES: Councilmember Canfield, Mayor DeVore, Councilmember Hodges, Councilmember Phillips, and Councilmember Chambers.

NO: None. ABSENT: None. MOTION CARRIED.

7. **BOARDS AND COMMISSION REPORTS.**

Councilmember Phillips stated the Historic District Commission meeting will be on September 26, 2017 at 6:00 p.m.

Councilmember Hodges advised he was unable to attend the Fire Authority meeting last week.

Councilmember Chambers advised the Planning Commission met and discussed City Housing Data and Short Term Rentals.

Chambers also advised the Light and Power Board met and discussed the new rate. The new stand-by generator to run the two turbines will be on site next week. The Board is looking for an amendment to start an economic development rate. Chambers also advised Light and Power sent a three man crew, a boom truck and a support truck to Fort Pierce, Florida to help with power outages from Hurricane Irma.

Councilmember Canfield advised LARA met on September 13th and they reviewed the bids for the trails from Gee Drive to M-21. The Board accepted the bid from Ryan Excavating. LARA will be starting Phase 1 this fall and if the funding comes in and weather allows them to continue, they will move forward.

Mayor DeVore had no reports.

8. **MONTHLY REPORTS.**

There were no questions or discussions.

9. **MANAGER'S REPORT.**

City Manager Burns reported on the following:

- Return of Chief Bukala on September 12th.
- Community Clean-up will be held on September 30th from 8:30-12:30.
- At the last DDA meeting, Burns spoke about taking a new look at the Downtown Plan that has not been finalized. He and DPW Director Rich LaBombard will be meeting with Williams and Works Engineer Dave Austin to go through the Plan and make any administrative changes, if needed. A public meeting has been suggested.
- Hope to have a proposal from Williams and Works at the next City Council meeting to assist with the Wayfinding grant we received.
- Welcomed WRWW from the Lowell High School who will be broadcasting the Council meetings live.
- Lowell EMS contract to be presented at the next City Council meeting for approval.
- Received one iPad and hopefully the others will be here soon.

10. **APPOINTMENTS.**

Mayor DeVore listed the following vacancies. Applications will be accepted until September 14, 2017 at noon.

- Zoning Board of Appeals Chair (Council)

By general consensus, the Council appointed Councilmember Marty Chambers as Chair of the Zoning Board of Appeals.

- City Council Liaison for the Downtown Development Authority

City Manager Burns explained that by State Statute, the Mayor is the City Council Liaison for the Downtown Development Authority.

- Two vacancies on the Planning Commission
- Vacancy to serve on the Lowell Light and Power Board

Alan Teelander of 802 Hunt Street advised he submitted an application for the position on the Light and Power Board and would like to withdraw since there was another qualified applicant.

IT WAS MOVED BY DEVORE and seconded by CANFIELD to appoint Jeff Dickerman to the Light and Power Board.

YES: 5. NO: 0. ABSENT: 0. MOTION CARRIED.

11. **COUNCIL COMMENTS.**

Councilmember Phillips welcomed Marty Chambers to the Council. Phillips also thanked City departments and staff for all their hard work and dedication.

Councilmember Hodges welcomed back Chief Bukala.

Councilmember Chambers welcomed back Chief Bukala. Chambers also congratulated Councilmember Canfield on the position of Mayor Pro Tem.

Councilmember Canfield thanked the Lowell Light and Power guys for going to Florida. Canfield also welcomed Lowell High School Radio. Canfield also encouraged citizens to give input to the Council to help them make their decisions. Canfield also welcomed back Chief Bukala.

Mayor DeVore also welcomed back Chief Bukala.

12. ADJOURNMENT.

IT WAS MOVED BY HODGES and seconded by CHAMBERS to adjourn at 7:25 p.m.

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

DATE:

APPROVED:

Mike DeVore, Mayor

Susan Ullery, City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 26-17

**RESOLUTION SETTING PUBLIC HEARING TO CONSIDER THE
APPLICATION OF BIG BOILER BREWING, LLC FOR AN INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATE**

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

WHEREAS, 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 March 21, 2016, this City Council, by its resolution adopted March 21, 2016, established an Industrial Development District (Plant Rehabilitation District) as legally described in said resolution (the "District") for Big Boiler Brewing, LLC (the "Applicant"); and

WHEREAS, 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

WHEREAS, Act 198 requires that prior to approving the Application the City Commission, after notice as provided in Act 198, hold a public hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That a public hearing shall be held on Monday, October 2, 2017, at 7:00 p.m., local time, in the City Hall at 301 E. Main Street, Lowell, Michigan, to consider the Application, at which public hearing the Applicant, the City Assessor, a representative of each taxing unit which levies *ad valorem* property taxes in the City, and residents or taxpayers of the City will be given and afforded an opportunity to be heard.

2. That not less than seven days before the public hearing notice of the public hearing in the form attached hereto as Exhibit A shall be (a) mailed by certified mail to the Applicant, the City Assessor and the legislative body of each taxing unit which levies *ad valorem* property taxes in the City and (b) published in the *Lowell Ledger*, a newspaper of general circulation in the City by the City Clerk.

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

YEAS: Councilmember Canfield, Mayor DeVore, Councilmembers Hodges, Phillips and Chambers


NAYS: Councilmember None.

ABSTAIN: Councilmember None.

ABSENT: Councilmember None.

RESOLUTION DECLARED ADOPTED.

Dated: September 18, 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 September 18, 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: September 18, 2017


Susan Ullery
City Clerk

EXHIBIT A
CITY OF LOWELL
KENT COUNTY, MICHIGAN

**NOTICE OF PUBLIC HEARING TO CONSIDER APPLICATION FOR AN
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE OF BIG
BOILER BREWING, LLC**

PLEASE TAKE NOTICE that the City Council of the City of Lowell has been requested to hold a public hearing to consider the application for an Industrial Facilities Exemption Certificate by Big Boiler Brewing, LLC (the "Applicant"), pursuant to Act 198 of the Public Acts of Michigan of 1974, as amended.

The facilities will be located at 318 E. Main Street, Lowell, Michigan. The application of Big Boiler Brewing, LLC, is on file and available for review in the office of the City Clerk of the City of Lowell.

TAKE FURTHER NOTICE that the public hearing shall be held on Monday, October 2, 2017 at 7:00 p.m., local time, at the City Hall at 301 E. Main Street in the City, at which time the City Council shall afford the Applicant, the City Assessor, a representative of each taxing unit which levies *ad valorem* property taxes in the City, and residents and taxpayers of the City an opportunity to be heard regarding the application for an Industrial Facilities Exemption Certificate for the Applicant.

Susan Ullery
City Clerk
City of Lowell

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

RESOLUTION NO. 27-17

**RESOLUTION APPOINTING COUNCILMEMBER MARTY CHAMBERS TO THE PLANNING
COMMISSION**

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

WHEREAS, the Planning Commission is created by Section 16-26 of the Code of Ordinances. There are also state law references regarding the Planning Commission.

WHEREAS, the Commission consists of seven members, one of whom shall be a councilmember selected by resolution of the Council. The term of the councilmember shall be stated, provided the term shall not exceed the member's term of office as a member of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council appoint Marty Chambers to the Planning Commission until his term on Council ends.

YES: Councilmembers Canfield, Mayor DeVore, Councilmembers Hodges, Phillips and Chambers

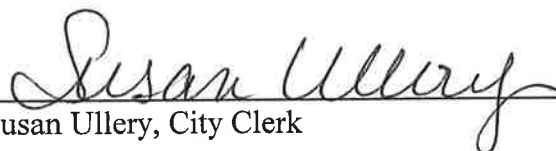
NO: Councilmembers None.

ABSTAIN: Councilmembers None.

ABSENT: Councilmembers None.

RESOLUTION DECLARED ADOPTED.

Dated: September 18, 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 September 18, 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: September 18, 2017


Susan Ullery, City Clerk

09/28/2017 02:58 PM
User: LORI
DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 09/15/2017 - 09/28/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

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Vendor Code	Vendor Name	Invoice	Description	Amount
00007	ADT SECURITY SYSTEMS, INC.	636629564	WTP SECURITY OCT - DEC 2017	5.19
TOTAL FOR: ADT SECURITY SYSTEMS, INC.				5.19
10537	ADVANCED HYDROVAC INC	8577	LOCATE WATER MAIN	520.00
		8594	VAC ROCK OUT OF WATER CLEAN OUT	310.00
TOTAL FOR: ADVANCED HYDROVAC INC				830.00
02290	AMERICAN WATER WORKS	9/28/2017	MEMBERSHIP 12/2017- 11/2018 - VANSETTERS	215.00
TOTAL FOR: AMERICAN WATER WORKS				215.00
00045	BARTLETT, SANDY	9/26/2017	MILEAGE FOR METER READS SEPT 2017	61.53
TOTAL FOR: BARTLETT, SANDY				61.53
10121	BEHRENS LIMITED, LCC	1293	MUTT MITT DISPENSER	93.00
TOTAL FOR: BEHRENS LIMITED, LCC				93.00
10686	BETTEN BAKER	113955	EQUIP FUND R & M	219.41
TOTAL FOR: BETTEN BAKER				219.41
00065	BOUWHUIS SUPPLY, INC.	57149	DPW TOWELS	74.93
TOTAL FOR: BOUWHUIS SUPPLY, INC.				74.93
01375	BRECKEN, RALPH	9/21/2017	AWWA CONFERENCE 9/12 -15/2017	91.39
TOTAL FOR: BRECKEN, RALPH				91.39
00788	CDW GOVERNMENT, INC.	KDK3285	IPAD - M BURNS	351.55
TOTAL FOR: CDW GOVERNMENT, INC.				351.55
REFUND UB	CHAMBERS, CODY	09/28/2017	UB refund for account: 5-00700-4	60.32
TOTAL FOR: CHAMBERS, CODY				60.32
10493	COMCAST CABLE	10/6 - 11/5/2017	DPW CABLE	31.93
		7/8 - 9/7/17	ACCOUNT STATEMENT	135.84
		9/8 - 10/7/17	ACCOUNT STATEMENT	135.84
TOTAL FOR: COMCAST CABLE				303.61
10509	CONSUMERS ENERGY	8/22 - 9/21/17	ACCOUNT STATEMENTS	54.16
		SEPT 2017	STATEMENT OF ACCOUNT	1,290.50
TOTAL FOR: CONSUMERS ENERGY				1,344.66

09/28/2017 02:58 PM
User: LORI
DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 09/15/2017 - 09/28/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 2/6

Vendor Code	Vendor Name	Invoice	Description	Amount
00132	D&D TRUCKING ACQUISITION, LLC	24660	EQUIP FUND R & M	146.26
TOTAL FOR: D&D TRUCKING ACQUISITION, LLC				146.26
02035	DIGITAL OFFICE MACHINES, INC.	17653	DPW COPY MACHING CONTRACT	32.78
		17667	LPD COPY MACHINE CONTRACT	44.87
TOTAL FOR: DIGITAL OFFICE MACHINES, INC.				77.65
10303	ECO GREEN SUPPLY	12535	SEED MIXTURE	183.52
TOTAL FOR: ECO GREEN SUPPLY				183.52
10536	FANDANGLED CUSTOM APPAREL & GIFTS	1318	SERVICE AWARD - LINDA HAMP	18.00
		1374	NAME PLATE	88.25
TOTAL FOR: FANDANGLED CUSTOM APPAREL & GIFTS				106.25
10673	FERGUSON WATERWORKS	0029579	WATE DEPT R & M	1,049.40
		0030205	WATER DEPT R & M	194.00
		0030208	WATER DEPT R & M	6,544.90
		0030308	WATER DEPT R & M	3,870.00
TOTAL FOR: FERGUSON WATERWORKS				11,658.30
10369	FLAT RIVER ELECTRIC LLC	I2253	CABLE/HEAD END BLDG WORK	1,750.00
		I2254	CABLE/ HEAD END BLDG WORK	1,800.00
TOTAL FOR: FLAT RIVER ELECTRIC LLC				3,550.00
02218	FLEX ADMINISTRATORS, INC.	990615	AUGUST 2017 ADMIN FEE	51.50
		990953	ANNUAL RENEWAL FEE 2017-2018	225.00
TOTAL FOR: FLEX ADMINISTRATORS, INC.				276.50
10702	GERALD R FORD INT AIRPORT AUTHORITY	9/26/2017	EQUIPMENT PURCHASE	1,000.00
TOTAL FOR: GERALD R FORD INT AIRPORT AUTHORITY				1,000.00
00225	GRAND RAPIDS COMMUNITY COLLEGE	9/1 - 9/15/2017	TAX DISBURSEMENT	5,255.25
TOTAL FOR: GRAND RAPIDS COMMUNITY COLLEGE				5,255.25
10277	GRAYMONT CAPITAL INC.	99866	WTP QUICKLIME	6,378.40
TOTAL FOR: GRAYMONT CAPITAL INC.				6,378.40
10047	GREENBUD LANDSCAPING INC	9/22/2017	MOWING DOG PARK	130.00
TOTAL FOR: GREENBUD LANDSCAPING INC				130.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
01508	GTW		
	8/31/2017	ACCOUNT STATEMENT	40.70
TOTAL FOR: GTW			40.70
00234	HACH COMPANY		
	10612560	WTP CHEMICALS	892.59
TOTAL FOR: HACH COMPANY			892.59
10310	HASSELBRING-CLARK		
	INV91302	CITY HALL COPY MACHINE	338.79
TOTAL FOR: HASSELBRING-CLARK			338.79
00244	HEFFRON, LESLIE		
	7295	REIMBURSEMENT FOR LERMA CONF	488.37
TOTAL FOR: HEFFRON, LESLIE			488.37
00248	HOOPER PRINTING		
	52657	POLICE BADGE - DIAZ	20.00
TOTAL FOR: HOOPER PRINTING			20.00
00849	JUDD CARROLL DENTISTRY		
	9/28/2017	HDC GRANT - PAINTING	2,915.00
TOTAL FOR: JUDD CARROLL DENTISTRY			2,915.00
00291	KENT COUNTY ROAD COMMISSION		
	410533	KCYF BRINING	579.63
TOTAL FOR: KENT COUNTY ROAD COMMISSION			579.63
00300	KENT COUNTY TREASURER		
	9/1 - 9/15/2017	TAX DISBURSEMENTS	30,522.22
TOTAL FOR: KENT COUNTY TREASURER			30,522.22
00302	KENT INTERMEDIATE SCHOOL DIST.		
	9/1 - 9/15/2017	TAX DISBURSEMENT	17,030.59
TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST.			17,030.59
02209	KERKSTRA PORTABLE, INC.		
	112356	PORTABLE RESTROOM -BOAT LAUNCH	190.00
	112357	PORTABLE RESTROOM - CEMETERY	75.00
	112358	PORTABLE RESTROOM - REC PARK	115.00
TOTAL FOR: KERKSTRA PORTABLE, INC.			380.00
10018	KORE/HI COM, INC.		
	29094	SMARTNET 9/2017 - 9/2018	119.00
TOTAL FOR: KORE/HI COM, INC.			119.00
02168	LITES PLUS, INC.		
	41307	LAMPS - LIBRARY	98.75
	41330	LAMPS FOR LIBRARY	221.20
TOTAL FOR: LITES PLUS, INC.			319.95

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01374	LOWELL AREA HISTORICAL MUSEUM	9/1 - 9/15/2017	TAX DISBURSEMENT	726.66
TOTAL FOR: LOWELL AREA HISTORICAL MUSEUM				726.66
00562	LOWELL AREA SCHOOLS	5036	PINK ARROW BANNER REHANG	100.00
		9/1 - 9/15/2017	TAX DISBURSEMENT	29,958.46
TOTAL FOR: LOWELL AREA SCHOOLS				30,058.46
00341	LOWELL LIGHT & POWER	3020	MAINT OF ST LIGHTS	389.91
TOTAL FOR: LOWELL LIGHT & POWER				389.91
10615	MANSZEWSKI LANDSCAPING LLC	1413	MOWING 7/14 - 8/18/2017	7,200.00
TOTAL FOR: MANSZEWSKI LANDSCAPING LLC				7,200.00
10330	NORTHSTAR MEDICAL EQUIPMENT	38613	HEARTSTART PAD & BATTERY	191.25
		39208	HEARTSTART BATTERY & PADS	191.25
TOTAL FOR: NORTHSTAR MEDICAL EQUIPMENT				382.50
MISC	NUGENT BUILDERS	120 W MAIN	SIDEWALK BOND REFUND	3,000.00
TOTAL FOR: NUGENT BUILDERS				3,000.00
02020	OTIS ELEVATOR CORPORATION	CVG65032A17	SERVICE CONTRACT 10/2017 - 9/2018	822.18
TOTAL FOR: OTIS ELEVATOR CORPORATION				822.18
00499	PETTY CASH	09/18/2017	PETTY CASH	109.22
		09222017	PETTY CASH 9222017	83.85
TOTAL FOR: PETTY CASH				193.07
00512	PREIN & NEWHOF, INC.	41119	PROFESSIONAL SERVICES - S BROADWAY	17,914.35
		41126	PROFESSIONAL SERVICES - SAW GRANT	23,673.38
		74013	STONEY LAKE WATER SAMPLES	550.00
		74182	STONEY LAKE SAMPLING FEES	110.00
TOTAL FOR: PREIN & NEWHOF, INC.				42,247.73
01159	PURCHASE POWER	9/18/2017	POSTAGE	592.74
TOTAL FOR: PURCHASE POWER				592.74
10701	QUEBERG, ANN M.	14652	CUSTOM HYDRAULIC CLINDER	475.82
TOTAL FOR: QUEBERG, ANN M.				475.82

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Vendor Code	Vendor Name	Invoice	Description	Amount
10133	RED CREEK	79R00387	TRASH SERVICE SEPT 2017	625.53
TOTAL FOR: RED CREEK				625.53
10378	RUESINK, KATHIE	000653/00654	CLEANING SERVICES	630.00
TOTAL FOR: RUESINK, KATHIE				630.00
10700	SMITH, DOUGLAS J	9/28/2017	HDC GRANT FOR PAINTING	4,271.00
TOTAL FOR: SMITH, DOUGLAS J				4,271.00
10276	SPRINT	8/10 - 9/9/17	ACCOUNT STATEMENT	548.08
TOTAL FOR: SPRINT				548.08
02032	STEALTH PEST MANAGEMENT LLC	AUG 2017	PEST CONTROL	120.00
TOTAL FOR: STEALTH PEST MANAGEMENT LLC				120.00
10583	SUEZ WATER ENVIRONMENTAL SVC INC	201731693	PROF SERVICES SEPTEMBER 2017	36,852.48
TOTAL FOR: SUEZ WATER ENVIRONMENTAL SVC INC				36,852.48
02473	SUPERIOR ASPHALT, INC.	53121	STREET SUPPLIES	927.50
TOTAL FOR: SUPERIOR ASPHALT, INC.				927.50
10514	SUPPLYGEEKS	529282-0	OFFICE SUPPLIES	323.76
		530446-0	OFFICE SUPPLIES	46.64
TOTAL FOR: SUPPLYGEEKS				370.40
10480	T AND M TOOLS INC.	009181756271	WRENCH ORGANIZER	17.05
TOTAL FOR: T AND M TOOLS INC.				17.05
00633	TIP TOP GRAVEL CO.	044361	TOP SOIL - CEMETERY & PARKS	312.48
TOTAL FOR: TIP TOP GRAVEL CO.				312.48
REFUND UB	VANEPPS, ERIN	09/28/2017	UB refund for account: 5-02201-2	40.00
TOTAL FOR: VANEPPS, ERIN				40.00
10505	VANSETTERS, JEFF	7300	REIMBURSEMENT MPSI TRAINING	192.38
TOTAL FOR: VANSETTERS, JEFF				192.38

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Vendor Code	Vendor Name	Invoice	Description	Amount
02472	VANVEELEN, BRIAN	9/21/2017	AWWA CONFERENCE 9/12 - 15/2017	1,290.89
TOTAL FOR: VANVEELEN, BRIAN				1,290.89
10484	VERGENNES BROADBAND	3521-20170916-1	AIRPORT INTERNET	49.99
TOTAL FOR: VERGENNES BROADBAND				49.99
02277	VERIZON WIRELESS	9792597365	LPD ACCOUNT STATEMENT	158.05
		9792636371	ACCOUNT STATEMENT	40.01
TOTAL FOR: VERIZON WIRELESS				198.06
00692	WILLIAMS & WORKS INC.	82894	PROFESSIONAL SERVICES	2,310.00
TOTAL FOR: WILLIAMS & WORKS INC.				2,310.00
REFUND TAX	WITTENBACH STEPHEN J	09/28/2017	Sum Tax Refund 41-20-02-376-018	13.44
TOTAL FOR: WITTENBACH STEPHEN J				13.44
02184	WMRCA	9/29/2017	QVF TRAINING - ULLER, MUNDT, MORLOCK	30.00
TOTAL FOR: WMRCA				30.00
01295	X-CEL CHEMICAL SPECIALTIES CO.	66433	TRAFFIC PAINT	468.00
TOTAL FOR: X-CEL CHEMICAL SPECIALTIES CO.				468.00
REFUND UB	YOUNG, MARCIE	09/28/2017	UB refund for account: 1-01580-1	13.61
TOTAL FOR: YOUNG, MARCIE				13.61
TOTAL - ALL VENDORS				221,429.52

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Fund 101 GENERAL FUND					
Dept 000					
101-000-084.015	DUE FROM FIRE AUTHORITY	MANSZEWSKI LANDSCAPING LL	MOWING 7/14 - 8/18/2017	150.00	70208
	Total For Dept 000			150.00	
Dept 101 COUNCIL					
101-101-727.000	OFFICE SUPPLIES	FANDANGLED CUSTOM APPAREL	NAME PLATE	88.25	70185
101-101-880.000	COMMUNITY PROMOTION	PETTY CASH	PETTY CASH 9222017	58.85	70169
101-101-880.000	COMMUNITY PROMOTION	FANDANGLED CUSTOM APPAREL	SERVICE AWARD - LINDA HAM	18.00	70185
101-101-880.000	COMMUNITY PROMOTION	LOWELL AREA SCHOOLS	PINK ARROW BANNER REHANG	100.00	70206
	Total For Dept 101 COUNCI			265.10	
Dept 172 MANAGER					
101-172-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	51.80	70218
	Total For Dept 172 MANAGE			51.80	
Dept 191 ELECTIONS					
101-191-955.000	MISCELLANEOUS EXPENSE	WMRCA	QVF TRAINING - ULLER, MUN	30.00	70164
	Total For Dept 191 ELECTI			30.00	
Dept 215 CLERK					
101-215-730.000	POSTAGE	PURCHASE POWER	POSTAGE	592.74	70213
101-215-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	51.80	70218
	Total For Dept 215 CLERK			644.54	
Dept 253 TREASURER					
101-253-801.000	PROFESSIONAL SERVICES	FLEX ADMINISTRATORS, INC.	AUGUST 2017 ADMIN FEE	51.50	70188
101-253-801.000	PROFESSIONAL SERVICES	FLEX ADMINISTRATORS, INC.	ANNUAL RENEWAL FEE 2017-2	225.00	70188
	Total For Dept 253 TREASU			276.50	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	39.14	70222
101-265-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH	2.95	70165
101-265-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	46.64	70222
101-265-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	83.78	70222
101-265-802.000	CONTRACTUAL	OTIS ELEVATOR CORPORATION	SERVICE CONTRACT 10/2017	822.18	70211
101-265-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE SEPT 2017	90.45	70215
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES	360.00	70216
101-265-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	135.84	70180
101-265-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	135.84	70180
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	STATEMENT OF ACCOUNT	642.40	70181
	Total For Dept 265 CITY H			2,359.22	
Dept 276 CEMETERY					
101-276-740.000	OPERATING SUPPLIES	ECO GREEN SUPPLY	SEED MIXTURE	63.52	70184
101-276-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	55.55	70222
101-276-740.000	OPERATING SUPPLIES	TIP TOP GRAVEL CO.	TOP SOIL - CEMETERY & PAR	146.72	70224
101-276-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - CEMET	75.00	70202
101-276-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE SEPT 2017	30.00	70215
	Total For Dept 276 CEMETE			370.79	
Dept 301 POLICE DEPARTMENT					
101-301-727.000	OFFICE SUPPLIES	PETTY CASH	PETTY CASH	52.99	70165
101-301-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH	11.08	70165
101-301-740.000	OPERATING SUPPLIES	HOOPER PRINTING	POLICE BADGE - DIAZ	20.00	70197
101-301-740.000	OPERATING SUPPLIES	NORTHSTAR MEDICAL EQUIPME	HEARTSTART PAD & BATTERY	191.25	70209
101-301-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	315.45	70218
101-301-850.000	COMMUNICATIONS	VERIZON WIRELESS	LPD ACCOUNT STATEMENT	158.05	70228
101-301-930.000	R & M EQUIPMENT	NORTHSTAR MEDICAL EQUIPME	HEARTSTART BATTERY & PADS	191.25	70209
101-301-955.000	MISCELLANEOUS EXPENSE	PETTY CASH	PETTY CASH	28.00	70165
101-301-957.000	TRAINING	HEFFRON, LESLIE	REIMBURSEMENT FOR LERMA C	488.37	70196
	Total For Dept 301 POLICE			1,456.44	
Dept 400 PLANNING & ZONING					

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Fund 101 GENERAL FUND					
Dept 400 PLANNING & ZONING					
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	1,780.00	70229
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	30.00	70229
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	500.00	70229
101-400-801.000	PROFESSIONAL SERVICES	NUGENT BUILDERS	SIDEWALK BOND REFUND	3,000.00	70210
Total For Dept 400 PLANNI				5,310.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	63.56	70222
101-441-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING 7/14 - 8/18/2017	150.00	70208
101-441-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE SEPT 2017	247.86	70215
101-441-850.000	COMMUNICATIONS	COMCAST CABLE	DPW CABLE	31.93	70180
101-441-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	51.80	70218
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	STATEMENT OF ACCOUNT	68.18	70181
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	MAINT OF ST LIGHTS	45.01	70207
Total For Dept 441 DEPART				658.34	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	STATEMENT OF ACCOUNT	17.44	70181
Total For Dept 747 CHAMBE				17.44	
Dept 751 PARKS					
101-751-740.000	OPERATING SUPPLIES	TIP TOP GRAVEL CO.	TOP SOIL - CEMETERY & PAR	165.76	70224
101-751-802.000	CONTRACTUAL	KENT COUNTY ROAD COMMISSI	KCYF BRINING	579.63	70199
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - REC P	115.00	70202
101-751-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING 7/14 - 8/18/2017	5,760.00	70208
101-751-802.000	CONTRACTUAL	PREIN & NEWHOF, INC.	STONEY LAKE WATER SAMPLES	550.00	70212
101-751-802.000	CONTRACTUAL	PREIN & NEWHOF, INC.	STONEY LAKE SAMPLING FEES	110.00	70212
101-751-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE SEPT 2017	133.81	70215
Total For Dept 751 PARKS				7,414.20	
Dept 790 LIBRARY					
101-790-740.000	OPERATING SUPPLIES	LITES PLUS, INC.	LAMPS FOR LIBRARY	221.20	70204
101-790-740.000	OPERATING SUPPLIES	LITES PLUS, INC.	LAMPS - LIBRARY	98.75	70204
101-790-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	40.79	70222
101-790-802.000	CONTRACTUAL	ECO GREEN SUPPLY	SEED MIXTURE	120.00	70184
101-790-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE SEPT 2017	46.50	70215
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES	270.00	70216
101-790-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	70219
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	STATEMENT OF ACCOUNT	166.00	70181
Total For Dept 790 LIBRAR				1,003.24	
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	CONSUMERS ENERGY	STATEMENT OF ACCOUNT	30.52	70181
101-804-887.000	CONTRIBUTIONS & MAINTENAN	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	70219
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	726.66	70205
Total For Dept 804 MUSEUM				797.18	
Total For Fund 101 GENERA				20,804.79	
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREET SUPPLIES	463.75	70221
202-463-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	12.71	70218
Total For Dept 463 MAINTEN				476.46	
Total For Fund 202 MAJOR				476.46	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREET SUPPLIES	463.75	70221
203-463-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	12.72	70218
Total For Dept 463 MAINTEN				476.47	

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Fund 203 LOCAL STREET FUND					
		Total For Fund 203 LOCAL		476.47	
Fund 238 HISTORICAL DISTRICT FUND					
Dept 000					
238-000-880.000	COMMUNITY PROMOTION	JUDD CARROLL DENTISTRY	HDC GRANT - PAINTING	2,915.00	70198
238-000-880.000	COMMUNITY PROMOTION	SMITH, DOUGLAS J	HDC GRANT FOR PAINTING	4,271.00	70217
		Total For Dept 000		7,186.00	
		Total For Fund 238 HISTOR		7,186.00	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 450 CAPITAL OUTLAY					
248-450-970.000	CAPITAL OUTLAY	FLAT RIVER ELECTRIC LLC	CABLE/HEAD END BLDG WORK	1,750.00	70187
248-450-970.000	CAPITAL OUTLAY	FLAT RIVER ELECTRIC LLC	CABLE/ HEAD END BLDG WORK	1,800.00	70187
		Total For Dept 450 CAPITA		3,550.00	
Dept 463 MAINTENANCE					
248-463-740.000	OPERATING SUPPLIES	BEHRENS LIMITED, LCC	MUTT MITT DISPENSER	93.00	70175
248-463-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM -BOAT L	190.00	70202
248-463-930.000	REPAIR & MAINTENANCE	LOWELL LIGHT & POWER	MAINT OF ST LIGHTS	344.90	70207
248-463-930.000	REPAIR & MAINTENANCE	X-CEL CHEMICAL SPECIALTIE	TRAFFIC PAINT	468.00	70231
248-463-955.000	MISCELLANEOUS EXPENSE	PETTY CASH	PETTY CASH 9222017	25.00	70169
		Total For Dept 463 MAINTEN		1,120.90	
Dept 740 COMMUNITY PROMOTIONS					
248-740-880.000	COMMUNITY PROMOTION	PETTY CASH	PETTY CASH	14.20	70165
		Total For Dept 740 COMMUN		14.20	
		Total For Fund 248 DOWNTOWN		4,685.10	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 758 DOG PARK					
260-758-930.000	REPAIR & MAINTENANCE	GREENBUD LANDSCAPING INC	MOWING DOG PARK	130.00	70192
		Total For Dept 758 DOG PA		130.00	
		Total For Fund 260 DESIGN		130.00	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	STATEMENT OF ACCOUNT	212.24	70181
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	AIRPORT INTERNET	49.99	70227
		Total For Dept 000		262.23	
		Total For Fund 581 AIRPOR		262.23	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-276.000	Sewer Inside 5/8"	YOUNG, MARCIE	UB refund for account: 1-	6.76	70232
		Total For Dept 000		6.76	
Dept 550 TREATMENT					
590-550-801.000	PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	PROFESSIONAL SERVICES - S	23,673.38	70212
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	PROF SERVICES SEPTEMBER 2	36,852.48	70220
		Total For Dept 550 TREATM		60,525.86	
Dept 551 COLLECTION					
590-551-801.000	PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	PROFESSIONAL SERVICES - S	17,914.35	70212
590-551-864.000	CONFERENCES & CONVENTIONS	VANSETTERS, JEFF	REIMBURSEMENT MPSI TRAIN	96.19	70226
590-551-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEPT R & M	524.70	70186
590-551-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEPT R & M	97.00	70186
590-551-970.000	CAPITAL OUTLAY	FERGUSON WATERWORKS	WATER DEPT R & M	1,935.00	70186
590-551-970.000	CAPITAL OUTLAY	FERGUSON WATERWORKS	WATER DEPT R & M	3,272.45	70186
		Total For Dept 551 COLLEC		23,839.69	
Dept 552 CUSTOMER ACCOUNTS					
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE FOR METER READS S	30.77	70174
		Total For Dept 552 CUSTOM		30.77	

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Fund 590 WASTEWATER FUND					
Total For Fund 590 WASTEW				84,403.08	
Fund 591 WATER FUND					
Dept 000					
591-000-276.000	Water	CHAMBERS, CODY	UB refund for account: 5-	60.32	70179
591-000-276.000	Water	VANEPPS, ERIN	UB refund for account: 5-	40.00	70225
591-000-276.000	Water Inside 5/8"	YOUNG, MARCIE	UB refund for account: 1-	6.85	70232
Total For Dept 000				107.17	
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	HACH COMPANY	WTP CHEMICALS	892.59	70194
591-570-743.000	CHEMICALS	GRAYMONT CAPITAL INC.	WTP QUICKLIME	6,378.40	70191
591-570-802.000	CONTRACTUAL	ADT SECURITY SYSTEMS, INC	WTP SECURITY OCT - DEC 20	5.19	70171
591-570-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING 7/14 - 8/18/2017	660.00	70208
591-570-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE SEPT 2017	76.91	70215
591-570-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	70219
591-570-864.000	CONFERENCES & CONVENTIONS	BRECKEN, RALPH	AWWA CONFERENCE 9/12 -15/	91.39	70166
591-570-864.000	CONFERENCES & CONVENTIONS	VANVEELEN, BRIAN	AWWA CONFERENCE 9/12 - 15	1,290.89	70167
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	STATEMENT OF ACCOUNT	153.72	70181
Total For Dept 570 TREATM				9,589.09	
Dept 571 DISTRIBUTION					
591-571-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	40.94	70222
591-571-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING 7/14 - 8/18/2017	480.00	70208
591-571-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT	51.80	70218
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	ACCOUNT STATEMENT	40.01	70228
591-571-864.000	CONFERENCES & CONVENTIONS	VANSETTERS, JEFF	REIMBURSEMENT MPSI TRAIN	96.19	70226
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	54.16	70181
591-571-930.000	REPAIR & MAINTENANCE	ADVANCED HYDROVAC INC	LOCATE WATER MAIN	520.00	70172
591-571-930.000	REPAIR & MAINTENANCE	ADVANCED HYDROVAC INC	VAC ROCK OUT OF WATER CLE	310.00	70172
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEPT R & M	1,935.00	70186
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATE DEPT R & M	524.70	70186
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEPT R & M	3,272.45	70186
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEPT R & M	97.00	70186
591-571-955.000	MISCELLANEOUS EXPENSE	AMERICAN WATER WORKS	MEMBERSHIP 12/2017- 11/20	215.00	70173
Total For Dept 571 DISTRI				7,637.25	
Dept 572 CUSTOMER ACCOUNTS					
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE FOR METER READS S	30.76	70174
Total For Dept 572 CUSTOM				30.76	
Total For Fund 591 WATER				17,364.27	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-802.000	CONTRACTUAL	DIGITAL OFFICE MACHINES,	DPW COPY MACHING CONTRACT	32.78	70183
636-000-802.000	CONTRACTUAL	DIGITAL OFFICE MACHINES,	LPD COPY MACHINE CONTRACT	44.87	70183
636-000-802.000	CONTRACTUAL	HASSELBRING-CLARK	CITY HALL COPY MACHINE	338.79	70195
636-000-802.000	CONTRACTUAL	KORE/HI COM, INC.	SMARTNET 9/2017 - 9/2018	119.00	70203
636-000-986.000	COMPUTER DATA PROCESSING	CDW GOVERNMENT, INC.	IPAD - M BURNS	351.55	70178
Total For Dept 000				886.99	
Total For Fund 636 DATA P				886.99	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-740.000	OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	DPW TOWELS	74.93	70177
661-895-740.000	OPERATING SUPPLIES	GTW	ACCOUNT STATEMENT	40.70	70193
661-895-740.000	OPERATING SUPPLIES	T AND M TOOLS INC.	WRENCH ORGANIZER	17.05	70223
661-895-930.000	REPAIR & MAINTENANCE	QUEBERG, ANN M.	CUSTOM HYDRAULIC CLINDER	475.82	70214
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	EQUIP FUND R & M	219.41	70176
661-895-930.000	REPAIR & MAINTENANCE	D&D TRUCKING ACQUISITION,	EQUIP FUND R & M	146.26	70182
661-895-981.000	EQUIPMENT	GERALD R FORD INT AIRPORT	EQUIPMENT PURCHASE	1,000.00	70189

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User: LORI

DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL

EXP CHECK RUN DATES 09/15/2017 - 09/28/2017

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 5/6

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
Total For Dept 895 FLEET				1,974.17	
Total For Fund 661 EQUIPM				1,974.17	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENTS	12,498.35	70200
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	29,958.46	70206
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENTS	18,023.87	70200
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	17,030.59	70201
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	5,255.25	70190
703-000-275.000	DUE TO TAXPAYERS	WITTENBACH STEPHEN J	Sum Tax Refund 41-20-02-3	13.44	70230
Total For Dept 000				82,779.96	
Total For Fund 703 CURREN				82,779.96	

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DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 09/15/2017 - 09/28/2017
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 6/6

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<hr/>					
Fund Totals:					
			Fund 101 GENERAL FUND	20,804.79	
			Fund 202 MAJOR STREET FUN	476.46	
			Fund 203 LOCAL STREET FUN	476.47	
			Fund 238 HISTORICAL DISTR	7,186.00	
			Fund 248 DOWNTOWN DEVELOP	4,685.10	
			Fund 260 DESIGNATED CONTR	130.00	
			Fund 581 AIRPORT FUND	262.23	
			Fund 590 WASTEWATER FUND	84,403.08	
			Fund 591 WATER FUND	17,364.27	
			Fund 636 DATA PROCESSING	886.99	
			Fund 661 EQUIPMENT FUND	1,974.17	
			Fund 703 CURRENT TAX COLL	82,779.96	
				<hr/>	
				221,429.52	



LOWELL CITY COUNCIL

MEMORANDUM

DATE: September 28, 2017

TO: Mayor DeVore and the City Council

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

RE: Industrial Facility Tax Credit

We received a request from Big Boiler Brewing seeking a Public Act 198 Industrial Facility Tax Credit. They opened this spring and have a craft brewery operation. Craft brewing is deemed a manufacturing process and thus complies as an eligible business able to seek this credit. There is currently an Industrial Development District established in this area of the City and this request would be legal for the abatement under the Public Act.

This credit allows for a 50 percent abatement for the investment of new real and personal property for up to 12 years. Big Boiler 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.

Attached are the application from Big Boiler and a fact sheet pertaining to Public Act 198. The City cannot approve this abatement without setting a public hearing and approval of a resolution by the City. All of the tasks have been completed.

Big Boiler Brewery has been very popular since its grand opening and is becoming a very important part of the revitalized Downtown district. The granting of these Tax Credits for craft brewing operations is not uncommon in Michigan.

I recommend that the City Council grant an Industrial Facility Tax Credit for Big Boiler Brewery for five years with the option to reapply for the remaining years for the expansion of their site.

INDUSTRIAL PROPERTY TAX ABATEMENT (PA 198 of 1974, as amended)

Industrial property tax abatements provide incentives for eligible businesses to make new investments in Michigan. These abatements encourage Michigan manufacturers to build new plants, expand existing plants, renovate aging plants, or add new machinery and equipment. High technology operations are also eligible for the abatement.

High-technology activity is defined in the Michigan Economic Growth Authority (MEGA) Act as: advanced computing, advanced materials, biotechnology, electronic device technology, engineering or laboratory testing related to product research and development and advanced vehicles technology or technology that assists in the assessment or prevention of threats or damage to human health or the environment. Abatements under PA 198 can significantly reduce property taxes on new investment for eligible firms.

ESTABLISHING THE DISTRICT

Tax benefits are granted by the legislative body of the city, township or village in which the investment will be located. A public hearing is held and a resolution is adopted to approve the establishment of an Industrial Development District (for a new project) or a Plant Rehabilitation District (for a rehabilitation project). A written request to establish the district must be filed with the clerk of the local unit of government prior to commencement of construction, alteration or installation of equipment.

Once the district is established, the company may apply for an abatement on real and personal property taxes for up to 12 years.

APPLICATION PROCESS

Industrial property tax abatements must be approved at both the local and state levels. The eligible business files an application (Michigan Department of Treasury Form 1012) with the local clerk after the district has been established and no later than six months after commencement of the project. The local unit adopts a

resolution approving the application and determines the length of years for the abatement. After a local public hearing, the application is filed and reviewed by the State Tax Commission (STC) and the Michigan Economic Development CorporationSM (MEDC). The STC then grants final approval applications with required attachments must be received by the STC no later than October 31, in order to receive consideration and action by December 31.

Applications to the STC must include an agreement signed by the local unit and the operator of the facility outlining the conditions of the abatement. This shall include an affidavit that no payment of any kind in excess of the fee allowed under the act has been made or promised in exchange for favorable consideration of exemption application.

Once approved, the firm pays an Industrial Facilities Tax (IFT), instead of property tax, which reflects the abatement savings.

ELIGIBLE FACILITIES

Industrial plants eligible for tax abatement are those that primarily manufacture or process goods or materials by physical or chemical change. Related facilities of Michigan manufacturers such as offices, engineering, research and development, warehousing or parts distribution are also eligible for exemption.

Research and development laboratories, high-tech facilities and large communication centers can qualify throughout Michigan.

Facilities used for warehousing, distribution or logistics purposes can be eligible if they locate in specific border counties. At least 90 percent of the property, excluding the surrounding green space, must be used for a warehouse, distribution, logistics or communication center and occupy a building or structure that is more than 100,000 square feet. Eligible border counties include

Berrien, Branch, Cass, Chippewa, Dickinson, Gogebic, Hillsdale, Iron, Lenawee, Menominee, Monroe, St. Clair, St. Joseph, and Wayne.

The exemption applies to buildings, building improvements, machinery, equipment, furniture and fixtures. Real and personal property are eligible whether owned or leased (provided the lessee is liable for payment of taxes on the property).

The exemption covers only the specific project that is the subject of the application. Any buildings and equipment that existed prior to construction of a new facility are not exempt. If the project is rehabilitation, the value of any pre-existing obsolete property is exempt from ad valorem property taxes, but will be used as the base for IFT. Similarly, any structures or equipment added after completion of the project are fully taxable.

TAX IMPACT

Real and Non-industrial

Personal Property IFT Treatment

The IFT on a new plant and non-industrial personal property, such as some high-tech personal property, is computed at half the local property tax millage rate. This amounts to a reduction in property taxes of approximately 50 percent. In addition, the 6-mill SET may be abated 100 percent, 50 percent or not at all. Any SET abatement must be negotiated with the MEDC.

Rehabilitation of Real or

Personal Property IFT Treatment

For an obsolete plant or machinery that is being replaced or restored, the IFT is frozen at the assessed value of the plant prior to improvement. This results in a 100 percent exemption from property tax on the value of the improvements.

Speculative Building IFT Treatment

In order for a speculative building to qualify for abatement, the local unit must approve a resolution declaring it is a speculative building prior to identifying occupants. Initial construction and finishing costs would be eligible for a reduction in property taxes of approximately 50 percent.

Commercial Personal Property Tax Relief

Commercial personal property will receive an automatic reduction of 12 mills for local school on their property tax bill.

Extension Under Personal Property Tax Reform

Personal property abated under PA 198 and eligible in the future for the Personal Property Tax (PPT) exemption will automatically continue to be abated under PA 198 until that property may be claimed as exempt from the PPT in the current tax year. Businesses with IFT until the property becomes eligible for the PPT exemption.

For more information, contact the MEDC customer contact center at 517.373.9808 or visit our website at www.michiganbusiness.org.

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 28-17

**RESOLUTION APPROVING APPLICATION OF BIG BOILER BREWING,
LLC, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE**

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

WHEREAS, 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 March 21,
2016, this City Council by its resolution adopted March 21, 2016, established an Industrial
Development District (Plant Rehabilitation District) as legally described in said resolution (the
"District"); and

WHEREAS, Big Boiler Brewing, LLC (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 and this City Council has set this time and date to give the Applicant, the City
Assessor, a representative of each taxing unit which levies *ad valorem* property taxes in the City,
and the residents and taxpayers of the City an opportunity to be heard regarding said application;
and

WHEREAS, written notification of the hearing has been given, not less than 7 days prior to
the hearing, to the Applicant, the City Assessor and to the legislative body of each taxing unit which
levies *ad valorem* property taxes within the City and notice of the public hearing was published in
the *Lowell Ledger*, a newspaper of general circulation in the City; and

WHEREAS, the Applicant, the City Assessor, a representative of the affected taxing units, and the residents and taxpayers of the City 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 this City Council finds as follows that:

(a) the facilities, for which the Industrial Facilities Exemption Certificate is requested, are new facilities (facilities to be rehabilitated) within the meaning of Act 198;

(b) the commencement of the construction and/or acquisition (rehabilitation) of the intended facilities occurred not more than six (6) months before the filing a request for an Industrial Facilities Exemption Certificate by the Applicant;

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

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

(e) the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate 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 pursuant hereto.

4. That the cost of the new facilities to be covered by the Industrial Facilities Exemption Certificate is estimated to be \$465,090 (SEV \$232,545).

5. That approval of the Application is contingent upon the Applicant executing the Property Tax Abatement Agreement attached hereto as Exhibit A.

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

YEAS: Councilmember _____

NAYS: Councilmember _____

ABSTAIN: Councilmember _____

ABSENT: Councilmember _____

RESOLUTION DECLARED ADOPTED.

Dated: October 2, 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 September 18, 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: September 18, 2017

Susan Ullery
City Clerk

PROPERTY TAX ABATEMENT AGREEMENT

THIS PROPERTY TAX ABATEMENT AGREEMENT entered into as of October 2, 2017, between the **CITY OF LOWELL**, a Michigan municipal corporation, of 301 E. Main Street, Lowell, Michigan 49331 (the "City"), and **BIG BOILER BREWING, LLC**, a Michigan limited liability company, of 318 E. Main Street, Lowell, Michigan 49331 (the "Applicant").

RECITALS

A. The Applicant has filed with the City an application (the "Application") for an industrial facilities exemption certificate (the "Certificate") pursuant to Act 198 of the Public Acts of Michigan of 1974, as amended.

B. To encourage the granting of the Certificate and in recognition of the forbearance of the City and other taxing entities to immediately receive the full benefit of the economic growth of the Applicant, the parties wish to ensure the City and other taxing entities will ultimately share in the benefits from this growth.

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

AGREEMENT

1. The Application, a copy of which is attached as Exhibit A, is an integral part of this Agreement and details the Applicant's intended investment, creation of new jobs, retention of existing jobs and other development efforts.

2. The Applicant will submit a letter to the City no later than January 30th immediately following the second year after the issuance of the Certificate certifying:

- (a) Number of jobs created or retained.
- (b) Actual cost for both real and personal property acquisitions.
- (c) An explanation for a difference in the number of jobs created or total project costs differ from those described in the Application.

3. The Applicant will recertify the information outlined above every two (2) years through the expiration of the Certificate.

4. The Applicant understands and agrees that if employment has not been retained or reached, or the expansion or improvement was not substantially completed as described in the Application, the City may reduce the term of, or revoke, the Certification.

5. If the Applicant ceases operation of its facility in the City so that it is no longer employing people and producing goods and no successor employer is occupying the facility and providing industrial employment during the term of the Certificate then (i) if less than two (2) years has transpired since the approval of the Application, the City may require one hundred percent (100%) of the abated *ad valorem* property taxes be repaid by the Applicant to the City and other affected taxing units; (ii) if between two (2) years and less than four (4) years of the time has transpired since the approval of the Application, the City may require seventy-five percent (75%) of the abated *ad valorem* property taxes be repaid by the Applicant to the City and other affected taxing units; (iii) if between four (4) years and less than six (6) years has transpired since the approval of the Application, the City may require fifty percent (50%) of the abated *ad valorem* property taxes be repaid by the Applicant to the City and other affected taxing units; and (iv) if more than six (6) years has transpired since the approval of the Application, then no funds shall be repayable by the Applicant. In each situation, however, the Certificate may be prospectively revoked.

6. Any action to revoke the Certificate or to require repayment of the abated taxes shall be by resolution of the City Council, which may, before taking such action, consider any extenuating circumstances, such as general economic conditions, the Applicant's length of time in the City, and the number of employees. Prior to any City action concerning the reduction of the term or revocation of the Certificate or for recapture of abated taxes, the Applicant will have the right, upon its written request therefor, to a public hearing before the City Council.

7. If the City revokes the Certificate pursuant to paragraph 5 above and the rebated taxes are not repaid within thirty (30) days after such revocation, the City may add those unpaid, abated taxes to the property tax statement of any other premises previously or then currently occupied by the Applicant. To the extent permitted by law, such amount shall be a lien in the same nature as property taxes due and payable upon such premises.

By their signatures below, representatives of both the Applicant and the City acknowledge they are signing under the authority and on behalf of the parties.

CITY OF LOWELL

By _____
Michael DeVore, Mayor

By _____
Susan Ullery
City Clerk

BIG BOILER BREWING, LLC

By _____
Brent Slagell
Member

EXHIBIT A

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE APPLICATION



LOWELL CITY COUNCIL

MEMORANDUM

DATE: September 28, 2017

TO: Mayor DeVore and the City Council

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

RE: Lowell EMS Contract

The City's contract with Lowell EMS will expire on September 30, 2017. This was a five year contract. City Administration has worked with Rockford Ambulance Service to develop a new agreement between the two entities.

Attached is a new agreement between the two entities. The terms of the previous agreement have not changed. However, clauses were added regarding maintenance responsibilities of the building. In addition, provisions have been made where Lowell EMS will provide quarterly reports regarding call runs.

Proposed is a new five year agreement. In addition, Lowell EMS is not proposing any changes to utilizing the building in which the City leases space to them for their operation.

Roger Morgan, CEO of Rockford Ambulance will be present to provide an update to the Council.

I am recommending that the Lowell City Council renew a 5-year agreement with Rockford Ambulance Service for EMS services to the City of Lowell.

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 29 - 17

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN AMBULANCE SERVICE AGREEMENT BETWEEN THE CITY
OF LOWELL AND ROCKFORD AMBULANCE, INC.**

Councilmember _____, supported by Councilmember

_____, moved the adoption of the following:

WHEREAS, Rockford Ambulance, Inc., d/b/a Lowell Ambulance Service (“Rockford Ambulance”), has provided ambulance service within the City pursuant to an Ambulance Service Agreement dated as of October 1, 2012; and

WHEREAS, Rockford Ambulance and the City have determined that it would be in their mutual best interest to enter into a new agreement regarding the provision of ambulance services within the City.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Ambulance Service Agreement between the City and Rockford Ambulance 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.

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.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: October 2, 2017

Susan Ullery
City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on October 2, 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: October 2, 2017

Susan Ullery
City Clerk

AMBULANCE SERVICE AGREEMENT

THIS AMBULANCE SERVICE AGREEMENT (the "Agreement") is made as of October 1, 2017, between the **CITY OF LOWELL**, a Michigan municipal corporation, whose address is 301 East Main Street, Lowell, Michigan 49331 (the "City"), and **ROCKFORD AMBULANCE, INC.**, d/b/a Lowell Ambulance Service, a Michigan non-profit corporation, whose address is 8450 Shaner Avenue, N.E., Rockford Michigan 49341 ("Rockford Ambulance").

RECITALS

A. City desires to continue to arrange for the provision of ambulance services within its boundaries.

B. Rockford Ambulance currently provides ambulance services within the City.

C. Both parties desire to enter into this Agreement to continue the provision of ambulance services within the City limits subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the respective covenants and agreements, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Ambulance Services. Rockford Ambulance shall provide, on a 24-hour-a-day, 7-day-a-week basis, ambulance services within the City limits in accordance with the terms and conditions of this Agreement. As used in this Agreement, "ambulance services" shall be synonymous with "emergency medical services" as that phrase is defined in Section 20904 of Act 368 of the Public Acts of Michigan of 1978, as amended ("Act 368").

In providing ambulance services under this Agreement, Rockford Ambulance shall minimally have available at all times one ambulance vehicle, qualified and licensed personnel and equipment required for the transport and treatment of persons requiring ambulance services.

It shall be the responsibility of Rockford Ambulance to ensure that a response is provided to all requests for emergency assistance within the City either unilaterally or pursuant to separate agreement between Rockford Ambulance and other qualified and licensed ambulance operators.

In providing ambulance services under this Agreement, Rockford Ambulance shall obtain and maintain all licenses, permits or approvals required of ambulance operations in accordance with Act 368. It shall further be the responsibility of Rockford Ambulance to ensure that any agent, employee or subcontractor acting in its stead obtain and maintain such licenses, permits or approvals. Upon written request by the City, Rockford Ambulance shall provide documentation establishing its compliance with such requirement.

Section 2. Primary Provider. The City shall take all actions from time to time reasonably necessary to designate Rockford Ambulance as the primary provider of ambulance services within the City limits and shall communicate such designation to other governmental agencies which dispatch for emergency medical services.

Section 3. Billing Responsibility. Rockford Ambulance shall be solely responsible for directly billing persons who receive ambulance services as provided for under this Agreement and for the collection of such billings. The City neither assumes, nor shall it be liable for, any fees or charges incurred by individuals receiving ambulance services.

Section 4. City Facilities. During the term of this Agreement, Rockford Ambulance shall have exclusive use of an approximately 2,334 foot addition to the Look Memorial Fire Station (the "Addition"). In connection with such use, Rockford Ambulance shall

be responsible for all utility costs related to the Addition including electricity, gas, telephone, water, sanitary sewer, all of which will be separately metered or otherwise accounted for. Further, Rockford Ambulance shall be responsible, at its cost, for all routine maintenance and repair of the interior and exterior of the Addition. Should an item of major repair be required, the City and Rockford Ambulance agree to meet and agree on the sharing of such cost.

Section 5. Term of Agreement. The term of this Agreement shall be deemed to have commenced on October 1, 2017, and shall continue in full force and effect through September 30, 2022, subject to the terms and conditions provided in this Agreement.

Section 6. Independent Contractor. It is expressly agreed and understood between the parties hereto that Rockford Ambulance is an independent contractor and that any product, good or service contracted for or provided by Rockford Ambulance will be on the basis of an independent contractor arrangement. No contract or act of Rockford Ambulance with any party, of whatever kind or nature, will constitute Rockford Ambulance, its employees, agents or subcontractors as an employee or agent of the City. All personnel employed by Rockford Ambulance are recognized by the parties hereto as employees of Rockford Ambulance, and not of the City.

Section 7. Insurance and Indemnification.

a. Rockford Ambulance shall carry comprehensive general liability insurance, motor vehicle liability insurance and ambulance professional liability insurance on an occurrence basis which shall insure Rockford Ambulance and the City as insured parties, such insurance at all times to be in an amount of not less than Two Million Dollars (\$2,000,000) for bodily injury per occurrence, and Two Million Dollars (\$2,000,000) for property damage per occurrence.

b. Rockford Ambulance shall carry workers' compensation insurance in accordance with the applicable laws of the State of Michigan.

c. Rockford Ambulance agrees to indemnify and hold and save City, its officers, councilmembers, employees and agents harmless from any and all claims, demands, liabilities, loss, costs or expenses (including reasonable attorneys fees and related costs) in connection with the performance by Rockford Ambulance of its obligations hereunder including, without limitation, all injuries to persons or property when Rockford Ambulance is carrying out or attempting to carry out its obligations hereunder.

d. Rockford Ambulance shall provide to the City, upon written request, documentation evidencing the existence of the insurance coverage required by this Section 7.

e. Rockford Ambulance shall keep and maintain the insurance policies providing the coverage referred to in this Section 7 throughout the term of this Agreement and, further, shall provide a certificate of insurance evidencing such coverage and requiring 30 days' notice to the City of cancellation, termination or modification of such insurance policies.

Section 8. Early Termination of Agreement. Notwithstanding any provision in this Agreement to the contrary, the parties hereto agree that this Agreement shall no longer be binding on them in the event that any of the following occurs:

a. Rockford Ambulance is unable to lawfully provide emergency medical services as defined in Section 20904 of Act 368 within the City; or

b. either party breaches a term or condition of this Agreement and the non-breaching party provides 60 days' written notice of the termination of this Agreement at the end of such 60-day period.

Section 9. Attempted Resolution. In the event either party communicates its intent to terminate this Agreement pursuant to Section 8(b) above, or on the written request of either party, the parties agree that they shall make a good faith effort to resolve such differences or issues as exist by meeting at a mutually convenient time and place within 20 days following the receipt of such written notification. The parties may be represented at such meeting by their principals, officers or attorneys as each party, in its sole discretion, deems appropriate.

Section 10. Quarterly Reports. Rockford Ambulance shall provide the City with written quarterly reports no later than 30 days after the end of each calendar quarter during the term of this Agreement identifying by category of response the response times during such quarter of all responses within the City limits.

Section 11. Miscellaneous Provisions.

a. **Notice Provisions.** All notices permitted or required hereunder shall be in writing and sent either by mail or personal delivery. If by mail, notice shall be deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the party to whom notice is directed. If by personal delivery, notice shall be personally delivered to the party to whom notice is directed. Notice shall be deemed effective on the date postmarked, if by mail, or on the date of delivery, if personally delivered.

b. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of remaining provisions and this

Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

c. **Waiver.** No term, condition, covenant or provision contained in this Agreement may be waived except in a writing signed by the waiving party. No oral statements, course of conduct or course of dealing shall be deemed a waiver. No waiver by any party hereto of any violation or breach of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach, or as a continuing waiver of any violation or breach.

d. **Applicable Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of Michigan.

e. **Binding Effects.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective successors and assigns.

f. **Merger and Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and any prior discussions, negotiations and agreements between the parties are merged herein. No amendment or modification of this Agreement shall be enforceable except if in writing and signed by the party against whom enforcement is sought.

g. **Assignment.** This Agreement may not be assigned, in whole or in part, by City or Rockford Ambulance without the written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF LOWELL

By: _____
Michael DeVore, Mayor

By: _____
Susan Ullery, City Clerk

ROCKFORD AMBULANCE, INC.

By: _____
Roger Morgan, General Manager



LOWELL CITY COUNCIL MEMORANDUM

DATE: September 28, 2017
TO: Mike Burns, City Manager
FROM: Rich LaBombard, DPW Director *RL*
RE: Wayfinding Sign Consultation

The City of Lowell is the recipient of a grant from the Lowell Area Community Fund in the amount of \$53,500 to establish wayfinding signage within the City to direct the public to various landmarks and public facilities. Wayfinding is a key concept in the City's placemaking plan that was developed in 2015.

The City has requested a quote from Williams and Works to facilitate the wayfinding development process with assistance from an ad hoc committee to review content design and placement of the signage. The fee for this service is \$4,500.

Funding for this activity is available from:

- 2017-2018 Designated Contribution Fund – 260-474-690

I recommend the City Council accept Williams and Work's proposal for consulting and facilitating the wayfinding project development and authorize the City Manager to sign the proposal.

williams&works

engineers | surveyors | planners

September 1, 2017

Mr. Rich LaBombard
City of Lowell
301 East Main Street
Lowell, MI 46331

RE: Wayfinding Sign Consultation

Dear Mr. LaBombard,

As you know, the City of Lowell received a grant from the Lowell Area Community Fund to establish wayfinding signs within the City to direct the public to various landmarks and public facilities. We understand that a committee has been established to review content design and placement of the wayfinding signs, and that a consultant is needed to facilitate the decision-making process.

As part of this assignment, the committee will need to consider many questions, such as the following:

- What is the intent of the project? This is an important question as Lowell has many attractions that draw residents and visitors alike, such as the North Country Trail, LARA Trail, the Riverwalk/showboat area, schools, and others. This should all be considered as part of the wayfinding system. Further, other public facilities could be featured on the wayfinding systems such as public parks, parking lots and other community amenities.
- What types of wayfinding facilities are desired? In many instances wayfinding consists of a series of signs directing people to various amenities or facilities, but this is not always the case. For example, the City could also construct information kiosks that contain information related to area trails and parks. Wayfinding signs or kiosks could also contain maps to orient readers and direct them to trail connections, promotional materials, or other information.
- What information does the City want to convey, and to whom do they want to convey it? The committee will need to decide to whom they are communicating. If the intended audience includes those in vehicles, then it limits the amount of information that can be on a sign and the size of the letters. If it is oriented to the pedestrian, you can present additional information but limit the number of "users" of the sign, and therefore the amount of useful content that would be displayed.

- Where does the City want the facilities to be located? The City must decide not only what facilities to include on the signs, but also where the directional signs should be located. Some obvious locations would include Main Street and Hudson Street, but the City could also place signs at locations with regional connections such as Gee Drive, Foreman Street, or Alden Nash Avenue.
- What is the general “look” the City wants? This can influence both the sign’s design and its content. The Lowell community involves many different stakeholders such as the city government, chamber of commerce, LARA, North Country Trail, and school district. Each of these entities has its own color scheme and logo, so the City will need to consider a design that best represents the entire Lowell community and its heritage.

To help the City answer the above questions and move the project forward, we propose to facilitate several meetings with the steering committee. We will also provide preliminary conceptual designs of wayfinding signage that the City can incorporate into its final design, if desired.

Andy Moore, AICP, will lead the project with support from Nathan Mehmed, Dave Austin, P.E., and Kim Nguyen. Mr. Moore is presently Lowell’s planning consultant and Mr. Mehmed is a community planner specializing in GIS mapping and public input solicitation. Mr. Austin is Lowell resident and provides engineering services to the City, LARA, and North Country Trail, and Ms. Nguyen is Williams & Works’ graphic design specialist who will create conceptual designs of the wayfinding signage.

Deliverables. We will provide the City with the following:

1. Facilitation of up to four meetings with the steering committee, including production of supporting maps and documentation where appropriate. The meetings will focus generally on the topics noted above, but may include other facets of the project, if desired.
2. Written documents and supporting materials for committee meetings, including keyed maps indicated which type of sign is desired at each location.
3. Three design alternatives for wayfinding signs, plus a final conceptual design of the preferred alternative, but please note that these will not be dimensioned for final construction and placement. We will provide necessary files and work with a sign company (of the City’s choosing) to facilitate the creation of the City’s preferred wayfinding system.

Fees. We propose to complete the tasks as outlined in this letter for a total fee of approximately \$4,500. This includes all out of pocket expenses such as mileage and printing. If this is acceptable to you, please sign where indicated in the box on the following page, and return a copy of this letter to me. This assignment may be treated as an addendum to our current

professional services agreement, governed by the terms of this letter and the more general provisions of that agreement.

I trust that this letter will be useful to you and the City. Thank you for thinking of the planners at Williams & Works to assist with this assignment. Of course, if there are questions or concerns, feel free to contact me any time.

Sincerely,

Williams & Works

(via email)

Andy Moore, AICP
Project Manager

c: Lynée Wells, AICP
Principal-in-Charge of Planning
Mike Burns, Lowell City Manager
Dave Austin, PE

Accepted for the City of Lowell

Signed _____

Name _____

Title _____

Date _____

Grant Application #2300

Print Application

Lowell Area Community Fund



Grand Rapids

community foundation

Please make sure you read and understand the guidelines for this application.

[Click Here for Guidelines](#)

Grant Contact

Contact Name

Mark Howe

Contact Phone

(616) 897-8457

Betty Morlock, City Clerk
bmorlock@ci.lowell.mi.us

Application Information

Agency Name

City of Lowell

Address

301 East Main Street, Lowell, MI 49331

Project Name (six words or less)

Signage and Wayfinding Project

Purpose of Grant (one sentence)

Provide technical expertise and equipment for community wayfinding.

Amount Requested

\$53,500

Total Project Cost

\$59,500.00

Proposed Start

10-01-2012

Proposed End

09-30-2013

Geographic Area Served

Greater Lowell Community

Grant Request Demographics

Please enter the following demographic information as it best describes the population served by this grant request.

Age Group

ALL All

Gender

BOTH Both

Region

LO Lowell

Economic Group

UNSP Unspecified

Ethnic Group

ALL All

Disability**Lowell Project Information****Other Funding Sources**

Amount and sources of other funding for this project:

Multi-year?

If this is a multiple year request, please specify the amounts requested per year:

Need

What need is being addressed by this project, and why is it needed? Explain the need for your project precisely (avoiding generalities):

Currently the City of Lowell, which is bisected by a State Trunkline, M-21, has basic directional signage installed by the Michigan Department of Transportation (MDOT) according to minimum MDOT standards for services such as parking, the library, and city hall. These signs are opportunities to reflect the character of Lowell, help visitors understand the historic nature of the town, and what makes it special, and help project a cohesive, friendly and inviting image of the city to visitors.

The need for this funding is to provide high quality, consistent directional and wayfinding signage and visitor information which conveys the warm and friendly nature of the community, and complements the existing efforts to improve the downtown area and make Lowell a friendly attractive place to live, work and visit. The project will also develop a graphic standard for all public signage in the community, including interpretive signs, and signs for future amenities and services, and will establish the graphic brand for the community, tied to a sense of place.

Plan

Specifically explain how your project will be conducted or implemented. Describe specifically how the grant money being requested will be used:

Overview. The plan is for a phased effort to develop a design and standards for directional, wayfinding and interpretive signs for services and amenities in the City of Lowell. The directional signs would meet the requirements of MDOT (the Manual for Uniform Traffic Control Devices MUTCD), while still providing a warm friendly complement to the historic architecture and character of the city.

Implementation

Step: Selection of a consultant to develop the template and formats for the various signs needed in the project.

Who: Sign and Wayfinding Advisory Group

Time: Months 1-2

Step: Selecting the locations of the signs.

Who: Sign and Wayfinding Advisory Group with City of Lowell staff

Time: Months 1-3

Step: Approval of sign designs and installation locations

Who: Sign and Wayfinding Advisory Group with City of Lowell staff, submission to MDOT and

Kent County Road Commission for approval
Time: Months 3-12

Step: Selecting the mounting and installation style and hardware for the signs
Who: Sign and Wayfinding Advisory Group and City of Lowell staff
Time: Months 2-4

Step: Procuring signs, hardware and installation
Who: City of Lowell staff
Time: Months 12-15

This project will include:

1. Developing graphic design and standard sizes, shapes, color and installation methods of signs.
2. Fabrication and installation of these signs for existing community services and historic sites. The first phase will include locations such as Lowell Area Chamber of Commerce (main source for visitor information) city hall, police station, library, public parking, city parks, LowellArts! the historic museum, Lowell Riverwalk, the Flat River and North Country National Scenic Trail.
3. Future phases of the project would use the same design and standards to provide signage and wayfinding for the trails being built into Lowell, such as the Flat River Valley Trails, historical interpretive panels, and other amenities as they develop over time. With the graphic design and fabrication standards in place, a consistent, polished look and feel will be maintained through a proposal, approval and procurement process.

Impact

Describe how this project will impact the Lowell area, and who will benefit from it.
Describe specifically who will be served by your project:

The impact of this program will be to enhance the reputation and brand Lowell is building as "The Next Place to Be", and improve the experience of visitors coming to shop, dine, and attend events, and make the community more attractive and welcoming.

The project will help lay the groundwork for establishing Lowell's image as a Trail Town, which is being developed by the North Country Trail Association, and local trail groups.

Project Management

Name the groups and/or individuals who have agreed to manage this project.
What are their qualifications to manage this particular project?

This project was developed by an informal group started by the Trail Manager for the North Country National Scenic Trail, based in Lowell, and consisting of the Executive Director of the Lowell Area Historical Museum, Executive Director of LowellArts!, Executive Director of the Lowell Area Chamber of Commerce, and Lowell City Manager. This group has done the groundwork for the program in terms of identifying needs, researching what has been done in other communities, and looking at costs, and shaping this funding proposal. The group would continue in an advisory capacity to the City of Lowell through the first phase of the project, helping with selection of a consultant, and helping with other tasks as needed to keep the project on track.

Evaluation

If funded, your project must be assessed for impact, effectiveness, and efficiency.
Describe specifically the assessment tool(s) you will use to find out if the project is a success, and when you expect that data to be available. (Note: Grant recipients are asked to write follow-up Progress Reports, and evaluation data is very important.)

The expected results of this project are hard to evaluate in that it would be difficult to sample visitors to Lowell in a systematic way, and gauge their impressions of the signs. The project will be evaluated by putting a survey log at the chamber of commerce, history museum, LowellArts! and City Hall, and prompting visitors to comment on the signs and panels for 90 days after installation is complete. At the end of this period, the results will be gathered, and included in

the final report of the project.

Community Collaboration

List the Lowell area groups and partners who have agreed to support your project.

Please include their names and affiliations.

Describe specifically the nature of their collaboration on this project:

The advisory group represents key stakeholders that have connections and expertise to implement the project:

- City of Lowell-City manager has a key role in executing the project, and providing guidance on how the committee can support the City;
- Lowell Area Historical Museum-A key site for visitors to Lowell, planning an interpretive signage project that will closely tie into the overall signage and wayfinding program.
- LowellArts!-Connections with local graphic artists, and public art space in Lowell
- Lowell Area Chamber of Commerce-Dedicated to helping business interests and promoting Lowell
- North Country National Scenic Trail-Interested in promoting and supporting trail development in Lowell, home of the headquarters of the 4600 mile long North Country National Scenic Trail, one of only 11 in the United States.

Sustainability

Will this project be completed with the funding requested in this application?

(yes or no.) If not, explain your groups plan for future sustainability in terms of continued financial and/or logistical support, and who you anticipate to provide it:

Explain how your organization plans for future sustainability of this project in terms of continuing or ongoing support:

After phase 1 of the project is completed, future signage in Lowell will be funded through the budgets of the organizations and projects needing signs and wayfinding as they are implemented. Once installed, the signs will be the property of the City of Lowell, and maintained as they do the rest of its signage inventory.

Budget

Project Budget - Revenue

Please list all sources of revenue and amounts. Specify in notes if funding sources are prospective or committed.

revenue source:	amounts:	notes:
Advisory group	\$2,500.00	100 hours @ \$25/hour. Estimation of time contributions by members.
City of Lowell	\$3,500.00	100 hours at \$35/hour. Estimation of time contributions by City staff grant including City Manager.
Lowell Area Community Fund	\$53,500.00	Funding for purchases from vendors.

Total Revenue

\$59,500.00

Project Budget - Expenses*Please list all expenses and amounts***expenses:**

Design and Layout of Signs and Pannels

amount:

\$4,500.00

notes (please specify where grant funds will be used):

Consultant, graphic designer, sign location expert.

Fabrication and installation of Phase 1 signs and 2 kiosks, 6 each (vehicle guide signs at \$5,500 each installed and 8 smaller direction/location signs at \$1,000 each installed, kiosks \$4,000 each installed).

\$49,000.00

Estimated based on costs estimates for wayfinding signage projects in Grand Rapids, and Hillsborough, SC, and a preliminary idea of what will be needed for Lowell.

Total Expenses

\$53,500.00

Application Status

Status

Submit

Date Submitted

08-17-2012 08:53 AM

While working on your application as a "Draft", you should click "Save Application". To have your application considered, you must change the status to "Submit" and click "Save Application".

Progress Reports

Add Report

Report...	Related...	PR...
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No reports found

Documents

Grant Agreement/Payment Request



LOWELL CITY COUNCIL MEMORANDUM

DATE: September 28, 2017
TO: Mike Burns, City Manager
FROM: Rich LaBombard, DPW Director *RML*
RE: Flail Mower Purchase

The Department of Public Works received a quote from National Joint Powers Alliance (NJPA) to purchase a flail mower to replace the 1983 Triumph Sickle Bar. The 34 year old sickle bar is in need of replacement because replacement parts are scarce or have to be fabricated to keep it operational.

The flail mower will be used to cut weeds, brush and small trees from roadsides; to maintain clear vision areas at intersections; to maintain fence lines at the Water Treatment Plant, pump stations and airport; and to control weeds at the Water Treatment Plant ponds and boat launches. The mower will attach to existing DPW equipment.

The cost for this equipment is \$19,378.50 and funds for this purchase were budgeted in:

- 2017-2018 Equipment Fund - Capital Expenditures Account - 661-895-981

I recommend the City Council approve the purchase of a flail mower in the amount of \$19,378.50 and authorize the City Manager to sign the sales order on behalf of the City.

NJPA Sales Order & Quote Form Information Page (Customer)

ALL 3 PAGES OF THIS FORM MUST BE SIGNED, DATED AND SUBMITTED FOR EACH ORDER OR QUOTE

Bill To Information		
Name:		
Address:		
City:	State:	Zip
Contact Name:		
Contact Number:		
Contact Email:		
Ship To Information		
Name:		
Address:		
City:	State:	Zip:
Contact Name:		
Contact Number:		
Contact Email:		
Enduser Information		
Agency:	Contact Name:	
Address:		
City:	State:	Zip:
Phone:		
Email:		
Confirmation Email Addresses		
Dealer E-Mails for Order Confirmations:		
Dealer Emails for Advance Shipment Notices (if different from above):		
Dealer Emails for Invoices (if different from above):		
Dealer Emails for Warranty Registrations (if different from above):		
Order Type		
<input checked="" type="checkbox"/> NJPA # 070313-AGI Member#		

Dealer Initials _____ Date _____

3-4-14

TERMS & CONDITIONS

ALTERATION OF TERMS AND CONDITIONS NOT PERMITTED. This Sales Order and Quote Form ("Quote") constitutes an offer by Alamo Industrial ("Seller") to the buying party named on page 1 of this Quote ("Buyer") for the sale of products set forth in the Quote. The offer made in this Quote by Seller is subject to the terms and conditions set forth below. Buyer may accept this offer by providing Seller with an official purchase order or other written confirmation citing the quotation number on page 1. Seller's acceptance of Buyer's order, and Seller's offer, is expressly conditioned on Buyer's agreement to these Terms and Conditions. Seller objects to and rejects any conflicting or additional terms and conditions proposed by Buyer in any form whatsoever. Seller expressly rejects any provisions that dictate that Buyer's terms control or any additional or different provisions in Buyer's electronic business portal. Buyer's acceptance of items described in the accompanying Quote sold hereunder will manifest Buyer's consent to these Terms and Conditions. If Buyer requests shipment based on telephone or purchase order, Buyer does so with the understanding that these Terms and Conditions apply. No variation, addition, termination, or waiver of any term or condition will be binding on Seller unless in writing and signed by Seller's duly authorized representative. Seller's failure to object to any provision or terms from Buyer will not be a waiver or amendment of any of the provisions of these Terms and Conditions.

ACCEPTANCE. ACCEPTANCE OF THIS QUOTE MEANS THAT BUYER HAS FULLY ACCEPTED AND UNDERSTANDS THE TERMS & CONDITIONS SET FORTH IN THIS QUOTE. ANY DIFFERENT OR ADDITIONAL TERMS FROM THOSE SET FORTH IN THIS QUOTE SHALL BE VOID. This Quote automatically expires ninety (90) calendar days from the date issued unless sooner terminated by notice.

DELIVERY. Unless otherwise agreed to in writing, delivery of equipment shall be made F.O.B. place of shipment and delivery of equipment to a carrier at any of Seller's plants or such other shipping points as Seller may designate shall constitute delivery to Buyer; and regardless of freight payment, title and all risk of loss or damages in transit shall pass to Buyer at that time. Great care is taken in packing the Seller's equipment. Seller cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Buyer to the carrier. Claims for shortages or other errors must be made in writing to Seller within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Method and route of shipment will be at the discretion of Seller unless Buyer shall specify otherwise, and any additional expenses of the method or route of shipment specified by Buyer shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale and all such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond the Seller's reasonable control, including without limitation, an act of God; act of Buyer, embargo or other governmental act, regulation or request; fire; accident; strike; slow down; war; riot; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

TAXES AND OTHER CHARGES. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between the Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted, with an exemption certificate of other document acceptable to the authority imposing the same.

WARRANTIES. Seller warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser and warrants for six months to the original commercial or industrial purchaser that the goods purchased are free from defects in material or workmanship. Seller will replace for Buyer any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine or expendable items such as blades, shields, or guards except as specifically found in your Operator's Manual. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Seller. If after examining the goods and/or parts in question, Seller finds them to be defective under normal use and service due to defects in material or workmanship, Seller will: (a) repair or replace the defective goods or part(s) or (b) reimburse Buyer for the cost of the part(s) and reasonable labor charges (as determined by Seller) if Buyer paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Seller. The choice of remedy shall belong to Seller. Buyer is responsible for any labor charges exceeding a reasonable amount as determined by Seller and for returning the goods to Seller, whether or not the claim is approved. Buyer is responsible for the transportation cost for the goods or part(s) to the designated factory.

LIMITATION OF LIABILITY. SELLER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS. EXCEPT AS PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO BUYER ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOTWITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, SELLER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY BUYER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

ASSIGNMENT. Neither party may assign or transfer this Quote or any interest therein without the written consent of the other party, except that Seller may assign this Quote and its interest therein to any affiliated corporation, or to any corporation succeeding to Seller's business without the consent of Buyer.

LAW. This Quote shall be construed according to the laws of the State of Texas, exclusive of conflicts of laws principles. Venue shall be in Guadalupe County, Texas.

Dealer Initials _____ **Date** _____

Grass King®

Flail Mowers

RULES THE **ROADSIDE**



From 45° down to 90° up, and everything in between, the Grass King® cuts the competition down to size. This unique mower's adjustable arm muscles over sloped terrain, leaving ditch banks and ponds nowhere to hide. So if you're looking for the right angle on tough jobs, look no further than the king, Grass King.

Grass King®

ALAMO
INDUSTRIAL

BUILT SHARPER™

Grass King®

Available in both 62" and 74" models, for over 20 years, the Grass King® has been mowing not only roadsides, but parks, school grounds, and golf courses where a neat, finished appearance is needed. The ability to choose the type of cutting knife allows you to tailor the mower to your specific cutting applications. Mow in hard to reach places such as over ditch banks and around ponds with more ease than ever before all with the convenience of having the versatility to use your tractor for other applications!

Mounting

Convenient three point hitch mount with self-contained hydraulics offers the versatility you need in order to unmount quickly and use the tractor for other jobs.

Support

A 20-ply full-swiveling tailwheel supports most of the approximately 1,800 lbs. of mower weight.

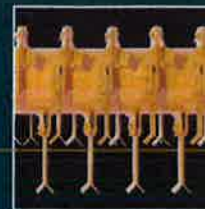
Power

Power for the unit is supplied by the same piston pump and motor assembly proven on the Alamo Industrial (Mott) Interstater® flail mowing system. This system is capable of transmitting up to 70 HP at 540 PTO RPM, more than twice the cutting power of all known competitors.



Flexibility

A four-bar folding linkage allows the single hydraulic cylinder to position the mower from 45° down for ditch bank trimming to 90° up for transport down any standard roadside with ease.



Cutting Knives

An array of cutting knives is offered enabling you to virtually choose the finished appearance of cut and tailor the mower to your specific cutting needs. Free-swinging, self-cleaning, reversible. Choose from:

- Coarse Cut - Standard, mounted on heat-treated clevis rings
- Extreme Service - Optional
- Fine Cut (shown in photo) - Optional

Adjustable

A full floating, adjustable CAT I or II hitch allows the unit to fit smaller tractors from 50-90 HP range. The adjustment permits the flail to be positioned to cut outside the rear tractor tire.

Discharge Area

A full-width rubber deflector is mounted on the rear of the cutting head to aid in the even distribution of grass clippings. Also featured is a greasable 6" diameter roller bar with self-aligning bearings and end caps for added protection.

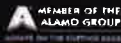


Additional Options

- Cutting Knives
- Check Chains (Cat I or Cat II)
- Jack Assembly
- Special Mower Paint

This information is intended to be of a general nature only. Specific above and subject to change without notice as we continue to improve our products.

© 2009 Alamo Group Inc. Alamo Industrial and Grass King are registered trademarks of Alamo Group Inc.



Additional Specifications

Cutting Widths:

62" and 74"

Cutting Height:

Fully adjustable from 1/2" to 6" in 1/2" increments

Cutting Housing:

10-Gauge Top and 5-16" End-Plates with Bearing Guards

Skid Shoes:

Full length, Replaceable

Cutter Shaft:

Dynamically Balanced - 4 1/2" Diameter, 3/8" Wall

Cutter Shaft Bearings:

1 - 15/16" Bore greasable, sealed, self-aligning

Rear Roller:

8" diameter, 1/4" wall, full-length tube rated at 6,000 lbs.

Approximate Weight:

62" - 1720 lbs., 74" - 1870 lbs.

Knife Pairs

62" - 36 Coarse Cut, 76 Fine Cut

74" - 36 Coarse Cut, 92 Fine Cut

Tractor HP Requirements:

Minimum 50-90 HP

Size of Material Cut:

Up to 1" diameter grass and weeds

Warranty: One year limited parts and labor. Non-governmental users are subject to modified policy. Only genuine Alamo Industrial parts should be used for warranty replacement.

1500/1008/WM

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BUILT SHARPER™

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APPOINTMENTS

Expires

Planning Commission

Vacancy (Commissioner Gerard resigned)	06/30/2019
Vacancy (Commissioner Zandstra resigned)	06/30/2019
Vacancy (Commissioner Chambers appointed as the liaison)	06/30/2020

CITY OF LOWELL

Application for Board or Commission Appointment

Name: Alan Teeland
Address: 802 Hunt St
Telephone Numbers: Home _____ Cell 616-634-3296
Email: Ateeland@gmail.com
Board or Commission Position Desired: Planning Commissioner

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

Served on the commission as City Council Rep for the past 2 years

Alan Teeland
Signature

Please return application to:

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

Or by email to:

sullery@ci.lowell.mi.us