



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

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

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

2. CONSENT AGENDA

- Approval of the Agenda.
- Approve and place on file the regular minutes of the October 16, 2017 City Council meeting.
- Approve and place on file the closed minutes of the October 16, 2017 City Council meeting.
- Authorize payment of invoices in the amount of \$276,377.36.

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. MERS LL&P Retiree COLA for 2018
- b. Asset Management Data Collection Agreement

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.



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[www.ci.lowell.mi.us](http://www.ci.lowell.mi.us)

## MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Monday, November 6, 2017

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4. OLD BUSINESS

None.

5. NEW BUSINESS

- a. MERS LL&P Retiree COLA for 2018. Memo is provided by Lowell Light and Power General Manager Steve Donkersloot.

Recommendation: That the Lowell City Council approve a 2.50% COLA for LL&P retirees at a cost of \$78,129.

- b. Asset Management Data Collection Agreement. Memo is provided by City Manager Mike Burns.

Recommendation: That the Lowell City Council approve the Asset Management Data Collection Agreement as presented and direct the City Manager to sign the necessary documents.

6. BOARD/COMMISSION REPORTS

7. MANAGER'S REPORT
8. APPOINTMENTS
9. COUNCIL COMMENTS
10. ADJOURNMENT

**PROCEEDINGS  
OF  
CITY COUNCIL  
OF THE  
CITY OF LOWELL  
MONDAY, OCTOBER 16, 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, Department of Public Works Director Rich LaBombard, Lowell Light and Power General Manager Steve Donkersloot, and Police Chief Steve Bukala.

**2. APPROVAL OF THE CONSENT AGENDA.**

- Approval of the Agenda.
- Approve and place on file the regular minutes of the October 2, 2017 City Council meeting.
- Authorize payment of invoices in the amount of \$275,360.40.
- Reappointment of Charles R. Myers to the Kent District Library's Board of Trustees.

IT WAS MOVED BY HODGES and seconded by CHAMBERS to approve the consent agenda as written. Councilmember Canfield abstained from the invoices for his business.

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. OLD BUSINESS.**

There was no old business.

**5. NEW BUSINESS.**

**a. IFT Resolution Modifications 30-17.**

City Manager Mike Burns advised this spring, the Council passed Resolution 16-17 for an Industrial Facility Tax Credit for an expansion to Litehouse, Inc. and at the last City Council meeting on October 2, 2017, Resolution 26-17 was passed for an Industrial Facilities Tax Credit for Big Boiler Brewing.

In the review with the State of Michigan Department of Treasury, the following clause was not in the Resolution for either IFT and it must be added.

“WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Lowell, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.”

Attached is Resolution 30-17 to correct this matter for Big Boiler and Resolution 31-17, correcting this matter for Litehouse, Inc.

Burns recommended that the Lowell City Council approve the listed Resolutions as presented.

IT WAS MOVED BY CANFIELD and seconded by HODGES to approve Resolution 30-17 as modified for Big Boiler Brewing.

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

NO: None. ABSENT: None. MOTION CARRIED.

IT WAS MOVED BY CHAMBERS and seconded by PHILLIPS to approve Resolution 31-17 as modified for Litehouse, Inc.

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

NO: None. ABSENT: None. MOTION CARRIED.

b. Street Sweeping.

Department of Public Works Director Rich LaBombard advised that the Department of Public Works solicited bids from vendors to perform routine street sweeping services within the City of Lowell. Sweeping involves collecting, transporting and disposal of debris collected from the curb edges and pavement and prevents the debris from entering into the City's storm drain system. Approximately five miles of major streets and 40.4 miles of local streets are swept a minimum of two times per year.

The contract is to commence immediately upon council approval and will expire on December 31, 2020, but will allow up to three one-year extensions.

LaBombard recommended the City Council accept the bid and enter into contract with Sanisweep, Inc. of Grand Rapids for street sweeping services and authorize the City Manager to sign the contract on behalf of the City.

Councilmember Hodges had some concerns in reference to the amount of money spent on sweeping the streets and asked LaBombard to look at what a new sweeper would cost. Perhaps it could be used to contract out to schools and some of the other area businesses and our streets could be swept more than twice a year.

Councilmember Canfield advised that one third of the fees are landfill fees. The transport fees do not change. The debris goes to a special landfill as it is hazardous material.

IT WAS MOVED BY HODGES and seconded by CHAMBERS to approve the bid and enter into a contract with Sanisweep, Inc. of Grand Rapids for street sweeping services and authorize the City Manager to sign the contract on behalf of the City.

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

NO: None. ABSENT: None. MOTION CARRIED.

c. Water Distribution Sewer Collection Truck.

Department of Public Works Director Rich LaBombard advised the Department of Public Works has acquired MiDEAL pricing for a new service vehicle to replace the existing ten-year old service truck used for water distribution and sewer collection maintenance services. The replacement of this vehicle is in accordance with the department's equipment replacement plan and was budgeted in the 2017-2018 budget.

The proposed replacement vehicle will be a Chevrolet 3500HD extended cab 4x4 work truck with an aluminum utility box. The vehicle is configured to permit the operator to carry all the necessary supplies and equipment on the vehicle and reduce unnecessary travel away from the job site.

IT WAS MOVED BY PHILLIPS and seconded by CANFIELD to accept the MiDEAL pricing for a new service truck and utility box in the amount of \$63,901.00, and authorize the City Manager to sign the necessary purchaser documents on behalf of the City.

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

NO: None. ABSENT: None. MOTION CARRIED.

d. Set Public Hearing Date for November 20<sup>th</sup> – Committee of the Whole Meeting for Medical Marihuana.

City Manager Mike Burns requested a Public Hearing be set on Monday, November 20, 2017 at the City Council Committee of the Whole meeting at 5:30 p.m. to discuss the topic of Medical Marihuana. This meeting will be held in the Council Chambers at City Hall.

IT WAS MOVED BY HODGES and seconded by CHAMBERS to set a Public Hearing for Monday, November 20, 2017 at the City Council Committee of the Whole meeting at 5:30.

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

NO: None. ABSENT: None. MOTION CARRIED.

6. BOARDS AND COMISSION REPORTS.

Councilmember Phillips stated the next Historical District Commission meeting will be Tuesday, October 24, 2017 at 6:00 p.m.

Councilmember Hodges stated he attended the Arbor Board meeting on October 9, 2017. They discussed trees that were growing in the right of way near the 800 block of North Jefferson. Hodges advised there has been some trimming of these trees to avoid damage to the snow plows.

Hodges advised the Arbor Board discussed planting some trees at the Skate Park. He also mentioned the Arbor Board will be planting a red maple at the library to honor him for his 23 years of service to the City.

Councilmember Canfield advised that LARA met and approved Ryan Excavating may begin work on the trail from Gee Drive to West Main Street. Canfield mentioned that a new approach will be installed across the Michigan Wire property as well as replacement of the fence. There will also be some removal of trees at the intersection of Alden Nash and Gee Drive. Canfield advised they were trying to get as much done on the trail before winter. He noted the board is approximately \$60,000 short of funds. Canfield also mentioned that the Parks and Recreation meeting will be held on Tuesday, October 17<sup>th</sup> at 6:00 p.m.

Councilmember Chambers mentioned the Planning Commission met and discussed short-term rentals. He also attended the Light and Power board meeting. The annual audit came back very good.

Mayor DeVore advised he had a Vision meeting with both Lowell and Vergennes Township on October 17<sup>th</sup> at 4:00 p.m.

Herb VanderBilt of 2204 Gee Drive spoke in reference to short-term rentals. There was an article in the Grand Rapids Press in reference to two pieces of Legislation being proposed, House Bill 4503 and Senate Bill 239, which are designed to keep local governments from banning short-term rentals.

## 7. MANAGER'S REPORT.

City Manager Burns reported on the following:

- Phone and landlines problems with the new phone system.
- October 31<sup>st</sup> is Halloween and trick or treating will be from 5:30 – 8:00 p.m.
- Please do not blow leaves out into the streets. This is not a service that is provided by the City.
- Working with Kent County Road Commission in getting Hudson Street added to the construction list for the County in 2018.
- DDA met last week and are interested in taking on the role serving as the Brownfield Authority for the City.
- Laptops are in, but will wait until after the upcoming election to issue.
- At the December 4, 2017 meeting, the auditors will present the City's audit.
- Lew Bender was here this week doing a team building with the DPW and it was a very good day. He will be back on January 24, 2018 and will hold an evening session with the Council and will be working with the DPW staff, Department Directors and the City Manager.

## 8. APPOINTMENTS.

Mayor DeVore advised there were a couple applications for the Planning Commission.

IT WAS MOVED BY HODGES and seconded by CHAMBERS to nominate Amanda Schrauben to the City Planning Commission.

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

NO: None. ABSENT: None. MOTION CARRIED.

9. **COUNCIL COMMENTS.**

Councilmember Phillips thanked City departments and staff for all their hard work and dedication. Phillips also stated that he didn't get out this weekend due to the weather, but hoped everything went well.

Councilmember Hodges commented that it was a lousy weekend, but Harvest Festival went well and Lowell Light and Power was busy despite the rainy weather. He also mentioned that Girl's Night Out is Thursday, October 19<sup>th</sup> as well as the Look Committee Grants are due on October 27 at 4:00 p.m.

Councilmember Canfield had no comments.

Councilmember Chambers thanked Wastewater Treatment Superintendent Mark Mundt for his recent tour at the plant. Chambers stated the Harvest Festival was a lot of fun even in the rain and noted Lowell Light and Power handed out hotdogs and provided bucket rides. The Chili cook-off at Larkin's was phenomenal. It was packed and everyone enjoyed it.

Mayor DeVore mentioned the Look Grants are due Friday, October 27, 2017 at 4:00 p.m. He also mentioned there will be cake served prior to the November 6, 2017 meeting, honoring Councilmember Hodges.

Because Dr. James Reagan missed "Citizen Comments" at the beginning of the meeting, he was allowed to speak in reference to Medical Marihuana.

10. **CLOSED SESSION.**

IT WAS MOVED BY HODGES and seconded by CHAMBERS to go into closed session at the request at City Manager for performance evaluation at 7:28 p.m.

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

NO: NONE. ABSENT: NONE. MOTION CARRIED.

11. **ADJOURNMENT.**

IT WAS MOVED BY HODGES and seconded by CHAMBERS to adjourn at 8:51 p.m.

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

DATE:

APPROVED:

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Mike DeVore, Mayor

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Susan Ullery, City Clerk



**CITY OF LOWELL  
KENT COUNTY, MICHIGAN**

**RESOLUTION NO. 30-17**

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

Councilmember CANFIELD supported by Councilmember HODGES, 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.

**WHEREAS**, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Lowell, after granting this certificate, will not exceed 5% of an amount equal to the sum of the DEV of the unit, plus the SEV of personal and real property thus exempted.

**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 Hodges, Phillips, Chambers, Canfield and Mayor DeVore

NAYS: Councilmember None

ABSTAIN: Councilmember None

ABSENT: Councilmember None

**RESOLUTION DECLARED ADOPTED.**

Dated: October 16, 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 October 16, 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 16, 2017

  
Susan Ullery  
City Clerk

**CITY OF LOWELL  
KENT COUNTY, MICHIGAN**

**RESOLUTION NO. 31-17**

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

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

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

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

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

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

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

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

**WHEREAS**, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Lowell, after granting this certificate, will not exceed 5% of an amount equal to the sum of the DEV of the unit, plus the SEV of personal and real property thus exempted.

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

1. That the City Council finds as follows that:

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

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

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

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

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

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

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

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

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

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

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

NAYS: Councilmember None

ABSTAIN: Councilmember None

ABSENT: Councilmember None

**RESOLUTION DECLARED ADOPTED.**

Dated: October 16, 2017

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

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Dated: October 16, 2017

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

11/03/2017 01:03 PM  
User: LORI  
DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 10/18/2017 - 11/03/2017  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 1/7

Vendor Code	Vendor Name	Description	Amount
	Invoice		
10708	17TH STREET PHOTO		
	4744345	WATER DEPT R & M	1,199.78
TOTAL FOR: 17TH STREET PHOTO			1,199.78
01513	ADDORIO TECHNOLOGIES, LLC		
	7182	PROFESSIONAL SERVICES	580.00
TOTAL FOR: ADDORIO TECHNOLOGIES, LLC			580.00
00015	ALEXANDER CHEMICAL CORP		
	SLS10065052	WTP CHEMICALS	2,081.50
TOTAL FOR: ALEXANDER CHEMICAL CORP			2,081.50
10712	ALLEN EDWIN HOMES		
	11/3/2017	BOND REFUNDS- 1383, 1289 & 1224 HIGHLAND HILL	750.00
TOTAL FOR: ALLEN EDWIN HOMES			750.00
10649	APWA		
	ID: 824684	MEMBERSHIP RENEWAL - VANSETTERS	215.00
TOTAL FOR: APWA			215.00
00042	AWWA		
	9/25/2017	MEMBERSHIP RENEWAL PYMT	187.00
TOTAL FOR: AWWA			187.00
00045	BARTLETT, SANDY		
	OCT 2017	METER READ MILEAGE - 107	57.25
TOTAL FOR: BARTLETT, SANDY			57.25
REFUND UB	BEGGS, PATRICIA		
	11/01/2017	UB refund for account: 1-02940-3	69.62
TOTAL FOR: BEGGS, PATRICIA			69.62
10686	BETTEN BAKER		
	11509	EQUIP FUND	10.06
	11562	EQUIP FUND - ARMREST	52.93
	11756	EQUIP FUND R & M	25.86
TOTAL FOR: BETTEN BAKER			88.85
REFUND UB	BITTRICK, DIANA		
	11/01/2017	UB refund for account: 1-04161-1	82.88
TOTAL FOR: BITTRICK, DIANA			82.88
00065	BOUWHUIS SUPPLY, INC.		
	57391	TOWELS FOR PARKS	101.53
TOTAL FOR: BOUWHUIS SUPPLY, INC.			101.53
10633	BURNS, MICHAEL		
	10/31/2017	REIMBURSEMENTS MANAGER CONF	48.27
TOTAL FOR: BURNS, MICHAEL			48.27

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Vendor Code	Vendor Name	Invoice	Description	Amount
REFUND TAX	CARROLL JUDD T DR	10/18/2017	2017 Sum Tax Refund 41-20-02-416-002	30.81
TOTAL FOR: CARROLL JUDD T DR				30.81
REFUND TAX	CHEEK DOREEN G	10/26/2017	2017 Sum Tax Refund 41-20-02-178-002	6.32
TOTAL FOR: CHEEK DOREEN G				6.32
REFUND UB	CHRISTIENSEN, RANDY/AMY	11/01/2017	UB refund for account: 3-02641-1	364.18
TOTAL FOR: CHRISTIENSEN, RANDY/AMY				364.18
10493	COMCAST CABLE	11/6 - 12/5/2017	ACCOUNT STATEMENT	31.91
TOTAL FOR: COMCAST CABLE				31.91
10509	CONSUMERS ENERGY	OCTOBER	ACCOUNT STATEMENT	1,349.39
TOTAL FOR: CONSUMERS ENERGY				1,349.39
02019	CORPORATE CLEAN SERVICES			
	9543		LIBRARY: CARPET, VCT FLOOR & TILE & GROUT	1,776.36
	9544		DPW/STRIP & FINISH VCT FLOORS	580.00
	9545		POLICE: CARPET/UPHOLSTERY CLEANING	516.72
	9546		CITY HALL: CARPET & UPHOLSTERY CLEANING	937.44
	9560		CITY HALL/LIBRARY SUPPLIES	106.80
	9564		LPD/CITY HALL VCT STRIPPPING & FINISHING	469.50
TOTAL FOR: CORPORATE CLEAN SERVICES				4,386.82
02035	DIGITAL OFFICE MACHINES, INC.	17715	LPD COPY MACHING CONTRACT	50.71
TOTAL FOR: DIGITAL OFFICE MACHINES, INC.				50.71
10485	ELECTIONSOURCE	37633	ELECTION SUPPLIES	31.75
TOTAL FOR: ELECTIONSOURCE				31.75
10713	ENGINEERED PROTECTION SYSTEMS INC	J367216	WTP ALARM SYSTEM INSTALLATION & EQUIPMENT	7,950.00
TOTAL FOR: ENGINEERED PROTECTION SYSTEMS INC				7,950.00
10487	ENVIRONMENTAL RESOURCE ASSOCIATES	842131	WTP CHEMICALS	307.73
TOTAL FOR: ENVIRONMENTAL RESOURCE ASSOCIATES				307.73
00172	EVERGREEN UNDERGROUND, INC.	41061	CITY HALL R & M	650.00
TOTAL FOR: EVERGREEN UNDERGROUND, INC.				650.00
10536	FANDANGLED CUSTOM APPAREL & GIFTS	1399	PLAQUE FOR JIM HODGES	18.00
TOTAL FOR: FANDANGLED CUSTOM APPAREL & GIFTS				18.00



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Vendor Code	Vendor Name	Description	Amount
	Invoice		
10673	FERGUSON WATERWORKS		
	0029290	WATER DEPT R & M	128.20
TOTAL FOR: FERGUSON WATERWORKS			128.20
10045	FORD'S SERVICE WORK		
	092617	WORK AT 113 RIVERWALK PLAZA	375.00
TOTAL FOR: FORD'S SERVICE WORK			375.00
00225	GRAND RAPIDS COMMUNITY COLLEGE		
	10/1 - 10/15/2017	TAX DISBURSEMENT	446.66
	10/16 - 10/31/17	TAX DISBURSEMENT	1,846.93
TOTAL FOR: GRAND RAPIDS COMMUNITY COLLEGE			2,293.59
01944	GREATER LOWELL CHAMBER FOUND.		
	1027/48	LOWELL COMMUNITY CLEAN UP	1,770.00
TOTAL FOR: GREATER LOWELL CHAMBER FOUND.			1,770.00
10706	GREENOP, JILL		
	10/20/2017	HDC GRANT - WINDOW	683.00
TOTAL FOR: GREENOP, JILL			683.00
00248	HOOPER PRINTING		
	52996	WATER BILL PAPER	189.51
TOTAL FOR: HOOPER PRINTING			189.51
02463	HYDROCORP		
	0044548-IN	CROSS CONNECTION SEPT 2017	937.00
TOTAL FOR: HYDROCORP			937.00
00280	KAMMINGA & ROODVOETS, INC.		
	10302017	PAY REQUEST #9	23,782.91
TOTAL FOR: KAMMINGA & ROODVOETS, INC.			23,782.91
00300	KENT COUNTY TREASURER		
	10/1 - 10/15/2017	TAX DISBURSEMENT	2,581.73
	10/16 - 10/31/17	TAX DISBURSEMENT	10,674.30
TOTAL FOR: KENT COUNTY TREASURER			13,256.03
00302	KENT INTERMEDIATE SCHOOL DIST.		
	10/1 - 10/15/2017	TAX DISBURSEMENT	1,423.77
	10/16 - 10/31/17	TAX DISBURSEMENT	5,886.70
TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST.			7,310.47
02209	KERKSTRA PORTABLE, INC.		
	113889	PORTABLE RESTROOM - FLAT RIVER BOAT LAUNCH	190.00
	113890	PORTABLE RESTROOM CEMETERY	75.00
	113891	PORTABLE RESTROOM REC PARK	115.00
	114216	PORTABEL RESTROOM - BURCH FIELD	115.00
TOTAL FOR: KERKSTRA PORTABLE, INC.			495.00

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Vendor Code	Vendor Name	Invoice	Description	Amount
00310	KING MILLING COMPANY	10/18/2017	HDC GRANT	28,684.00
TOTAL FOR: KING MILLING COMPANY				28,684.00
10664	LEWIS G. BENDER, PH.D.	10/16/2017	DPW TRAINING	2,135.76
TOTAL FOR: LEWIS G. BENDER, PH.D.				2,135.76
02168	LITES PLUS, INC.	41431	DPW LIGHTS	607.50
TOTAL FOR: LITES PLUS, INC.				607.50
00317	LOWELL AREA CHAMBER	10/20/2017	CHRISTMAS WREATHS	80.00
TOTAL FOR: LOWELL AREA CHAMBER				80.00
01374	LOWELL AREA HISTORICAL MUSEUM	10/1 - 10/15/2017	TAX DISBURSEMENT	60.81
		10/16 - 10/31/17	TAX DISBURSEMENT	251.50
TOTAL FOR: LOWELL AREA HISTORICAL MUSEUM				312.31
00562	LOWELL AREA SCHOOLS	10/1 - 10/15/2017	TAX DISBURSEMENT	2,627.53
		10/16 - 10/31/17	TAX DISBURSEMENT	10,437.07
		5067	ACCT STATEMENT SEPT 2017	1,121.85
TOTAL FOR: LOWELL AREA SCHOOLS				14,186.45
00341	LOWELL LIGHT & POWER	10/31/2017	ELECTRIC STATEMENTS	18,219.43
		3032	ACCESS POINT/ST LIGHT MAINT	3,185.66
		3035	ACCESS POINT OCT 2017	987.69
TOTAL FOR: LOWELL LIGHT & POWER				22,392.78
10615	MANSZEWSKI LANDSCAPING LLC	1564	MOWING CONTRACT PYMT 3	7,200.00
TOTAL FOR: MANSZEWSKI LANDSCAPING LLC				7,200.00
MISC	MELLEMA, KAREN	11/1/2017	OVERPAYMENT DOG LICENSE	10.00
TOTAL FOR: MELLEMA, KAREN				10.00
10083	MICHIGAN CAT	SD850021	SEG 1 & 2 FOR 810 SHEPARD DR	600.00
TOTAL FOR: MICHIGAN CAT				600.00
02582	MICHIGAN MUNICIPAL LEAGUE	ID: 288	MML DUES & LEGAL DEFENSE FUND	2,706.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE				2,706.00
00426	MODEL COVERALL SERVICE, INC.	OCT 2017	LIBRARY RUGS	225.28
TOTAL FOR: MODEL COVERALL SERVICE, INC.				225.28

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	Invoice		
01794	MUNDT, THERESA		
	10/28/2017	SAM'S CLUB REIMBURSEMENT	88.73
TOTAL FOR: MUNDT, THERESA			88.73
10453	MUSKEGON COUNTY TREASURER		
	12/7/2017	AVOIDING CRISIS & DE-ESCALATING THE CONFLICT - RAS	50.00
TOTAL FOR: MUSKEGON COUNTY TREASURER			50.00
00468	NYE UNIFORM COMPANY		
	624567	POLICE UNIFORMS	99.00
TOTAL FOR: NYE UNIFORM COMPANY			99.00
01270	PLUMMERS ENVIRONMENTAL SERVICE		
	1758637	JETTED LINES AVERY & N DIVISION	503.25
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICE			503.25
00991	POLLARDWATER		
	0089977	WATER DEPT R & M	1,269.73
	0090404	WATER DEPT R & M	259.55
TOTAL FOR: POLLARDWATER			1,529.28
00512	PREIN & NEWHOF, INC.		
	41662	PROFESSIONAL SERVICES	1,624.00
TOTAL FOR: PREIN & NEWHOF, INC.			1,624.00
01159	PURCHASE POWER		
	10/10/2017	ACCOUNT STATEMENT	59.56
TOTAL FOR: PURCHASE POWER			59.56
10130	RASHID, JEFFREY		
	OCT 2017	ASSESSING EXPENSES	34.24
TOTAL FOR: RASHID, JEFFREY			34.24
10307	RDJ SPECIALTIES, INC.		
	103065	POLICE STICKER BADGES	119.91
TOTAL FOR: RDJ SPECIALTIES, INC.			119.91
10133	RED CREEK		
	7AR00393	TRASH SERVICE OCT 2017	414.81
TOTAL FOR: RED CREEK			414.81
10378	RUESINK, KATHIE		
	000658/00659	CLEANING SERVCIES	510.00
TOTAL FOR: RUESINK, KATHIE			510.00
10616	SITEONE LANDSCAPE SUPPLY LLC		
	83036950	PARK SUPPLIES	180.84
TOTAL FOR: SITEONE LANDSCAPE SUPPLY LLC			180.84

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	Invoice		
10707	SPARLING CORPORATION		
	58864	AIRPORT FILTERS HOUSING	719.49
TOTAL FOR: SPARLING CORPORATION			719.49
10709	SPECIAL FX INC		
	14753	POLICE VEHICLE TINT	125.00
TOTAL FOR: SPECIAL FX INC			125.00
02085	SPECTRUM HEALTH OCCUPATIONAL		
	547093	DOT TEST - VANSETTERS	62.00
TOTAL FOR: SPECTRUM HEALTH OCCUPATIONAL			62.00
10276	SPRINT		
	353302524-163	MONTHLY STATEMENT	442.89
TOTAL FOR: SPRINT			442.89
01627	STATE INSTALLATION & SERVICE		
	18478	VEHICLE MAINT	245.00
TOTAL FOR: STATE INSTALLATION & SERVICE			245.00
01061	STATE OF MICHIGAN		
	SER# 039794	ELEVATOR CERTIFICATE OF OPERATION RENEWAL APPLICAT	180.00
	SERIAL 039794	ELEVATOR RE-INSPECTION INVOICE	125.00
TOTAL FOR: STATE OF MICHIGAN			305.00
01151	STATE OF MICHIGAN		
	761-8179827	WTP SAMPLE TEST	36.00
TOTAL FOR: STATE OF MICHIGAN			36.00
10341	STATE OF MICHIGAN		
	551-496612	SEPT 2017 LIVE SCAN	420.00
	551-497130	STATEWIDE RECORDS MGMT 2017-2018	1,200.00
TOTAL FOR: STATE OF MICHIGAN			1,620.00
REFUND UB	STOUTJESDYK, SCOTT		
	11/01/2017	UB refund for account: 1-00731-3	210.74
TOTAL FOR: STOUTJESDYK, SCOTT			210.74
10583	SUEZ WATER ENVIRONMENTAL SVC INC		
	201731935	PROF SERVICES OCTOBER 2017	36,852.48
TOTAL FOR: SUEZ WATER ENVIRONMENTAL SVC INC			36,852.48
10514	SUPPLYGEEKS		
	52386-0	OFFICE SUPPLIES	227.84
	532380-0	OFFICE SUPPLIES	169.74
TOTAL FOR: SUPPLYGEEKS			397.58
10489	THE BANK OF NEW YORK MELLON TRUST		
	10/3/2017	MICHIGAN BLDG AUTHORITY REFUNDING BOND 2012	60,522.51
TOTAL FOR: THE BANK OF NEW YORK MELLON TRUST			60,522.51

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	Invoice		
10711	TRIUMPH SYSTEMS		
	981	PIVOTAL TRAINER & TARGETS	410.09
TOTAL FOR: TRIUMPH SYSTEMS			410.09
10394	UNDER-PRESSURE STEAM & CLEAN LLC		
	5325	WATER TANK CLEANING	1,085.00
TOTAL FOR: UNDER-PRESSURE STEAM & CLEAN LLC			1,085.00
00651	USA BLUE BOOK		
	376978	WTP DRAIN CLEANER	570.06
TOTAL FOR: USA BLUE BOOK			570.06
10484	VERGENNES BROADBAND		
	3521-20171017-1	AIRPORT INTERNET	49.99
TOTAL FOR: VERGENNES BROADBAND			49.99
02277	VERIZON WIRELESS		
	9794360779	POLICE ACCT STATEMENT	158.07
	9794400435	MONTHLY STATEMENT	40.01
TOTAL FOR: VERIZON WIRELESS			198.08
10389	VREDEVELD HAEFNER LLC		
	3909	AUDITING SERVICES & ACT 51	11,700.00
TOTAL FOR: VREDEVELD HAEFNER LLC			11,700.00
01790	WILLIAM BOS GREENHOUSE		
	19278	FLOWERS	18.30
TOTAL FOR: WILLIAM BOS GREENHOUSE			18.30
00692	WILLIAMS & WORKS INC.		
	83403	ENGINEERING SERVICES	2,755.00
	83428	PROFESSIONAL SERVICES	734.35
TOTAL FOR: WILLIAMS & WORKS INC.			3,489.35
02205	WINZER CORPORATION		
	5935608	EQUIP FUND	680.17
TOTAL FOR: WINZER CORPORATION			680.17
02579	WMCJTC		
	10/16/2017	MCOLES SPRING 2017 PYMT	207.15
TOTAL FOR: WMCJTC			207.15
10386	WMCJTC		
	3032	DISTRIBUTION FROM MCOLES - FALL 2016	214.73
TOTAL FOR: WMCJTC			214.73
10567	WOLF KUBOTA		
	01-57699	VAC SYSTEM PARTS	2.04
TOTAL FOR: WOLF KUBOTA			2.04
TOTAL - ALL VENDORS			276,377.36

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Fund 101 GENERAL FUND					
Dept 000					
101-000-084.015	DUE FROM FIRE AUTHORITY	MANSZEWSKI LANDSCAPING LL	MOWING CONTRACT PYMT 3	150.00	70357
101-000-085.000	DUE FROM LIGHT & POWER	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	477.85	70391
101-000-222.002	DUE TO COUNTY-DOG LICENSE	MELLEMA, KAREN	OVERPAYMENT DOG LICENSE	10.00	70358
Total For Dept 000				637.85	
Dept 101 COUNCIL					
101-101-727.000	OFFICE SUPPLIES	FANDANGLED CUSTOM APPAREL	PLAQUE FOR JIM HODGES	18.00	70338
101-101-880.000	COMMUNITY PROMOTION	LOWELL AREA CHAMBER	CHRISTMAS WREATHS	80.00	70310
101-101-955.000	MISCELLANEOUS EXPENSE	MICHIGAN MUNICIPAL LEAGUE	MML DUES & LEGAL DEFENSE	2,706.00	70360
Total For Dept 101 COUNCI				2,804.00	
Dept 172 MANAGER					
101-172-801.000	PROFESSIONAL SERVICES	GREATER LOWELL CHAMBER FO	LOWELL COMMUNITY CLEAN UP	1,770.00	70342
101-172-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATEMENT	51.93	70374
101-172-864.000	CONFERENCES & CONVENTIONS	BURNS, MICHAEL	REIMBURSEMENTS MANAGER CO	48.27	70326
Total For Dept 172 MANAGE				1,870.20	
Dept 191 ELECTIONS					
101-191-740.000	OPERATING SUPPLIES	ELECTIONSOURCE	ELECTION SUPPLIES	31.75	70334
Total For Dept 191 ELECTI				31.75	
Dept 209 ASSESSOR					
101-209-860.000	TRAVEL EXPENSES	RASHID, JEFFREY	ASSESSING EXPENSES	34.24	70367
101-209-955.000	MISCELLANEOUS EXPENSE	MUSKEGON COUNTY TREASURER	AVOIDING CRISIS & DE-ESCA	50.00	70309
Total For Dept 209 ASSESS				84.24	
Dept 215 CLERK					
101-215-730.000	POSTAGE	PURCHASE POWER	ACCOUNT STATEMENT	59.56	70311
101-215-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATEMENT	51.93	70374
Total For Dept 215 CLERK				111.49	
Dept 253 TREASURER					
101-253-801.000	PROFESSIONAL SERVICES	VREDEVELD HAEFNER LLC	AUDITING SERVICES & ACT 5	11,200.00	70389
Total For Dept 253 TREASU				11,200.00	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	169.74	70382
101-265-740.000	OPERATING SUPPLIES	CORPORATE CLEAN SERVICES	CITY HALL/LIBRARY SUPPLIE	53.40	70332
101-265-740.000	OPERATING SUPPLIES	MUNDT, THERESA	SAM'S CLUB REIMBURSEMENT	88.73	70362
101-265-802.000	CONTRACTUAL	CORPORATE CLEAN SERVICES	POLICE: CARPET/UPHOLSTERY	516.72	70332
101-265-802.000	CONTRACTUAL	CORPORATE CLEAN SERVICES	CITY HALL: CARPET & UPHOL	937.44	70332
101-265-802.000	CONTRACTUAL	CORPORATE CLEAN SERVICES	LPD/CITY HALL VCT STRIPPP	469.50	70332
101-265-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE OCT 2017	60.45	70369
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVCIES	345.00	70370
101-265-802.000	CONTRACTUAL	STATE OF MICHIGAN	ELEVATOR CERTIFICATE OF O	180.00	70376
101-265-802.000	CONTRACTUAL	STATE OF MICHIGAN	ELEVATOR RE-INSPECTION I	125.00	70377
101-265-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT/ST LIGHT MAI	390.28	70355
101-265-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT OCT 2017	402.82	70355
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	575.95	70331
101-265-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	2,871.13	70355
101-265-930.000	REPAIR & MAINTENANCE	EVERGREEN UNDERGROUND, IN	CITY HALL R & M	650.00	70337
Total For Dept 265 CITY H				7,836.16	
Dept 276 CEMETERY					
101-276-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM CEMETER	75.00	70349
101-276-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE OCT 2017	30.00	70369
101-276-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	62.40	70355
Total For Dept 276 CEMETE				167.40	
Dept 301 POLICE DEPARTMENT					
101-301-626.000	REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	SEPT 2017 LIVE SCAN	420.00	70379
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY	POLICE UNIFORMS	99.00	70363

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Fund 101 GENERAL FUND					
Dept 301 POLICE DEPARTMENT					
101-301-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT/ST LIGHT MAI	100.57	70355
101-301-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT OCT 2017	104.24	70355
101-301-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATEMENT	209.61	70374
101-301-850.000	COMMUNICATIONS	STATE OF MICHIGAN	STATEWIDE RECORDS MGMT 20	1,200.00	70379
101-301-850.000	COMMUNICATIONS	VERIZON WIRELESS	POLICE ACCT STATEMENT	158.07	70388
101-301-930.000	R & M EQUIPMENT	TRIUMPH SYSTEMS	PIVOTAL TRAINER & TARGETS	410.09	70384
101-301-931.000	R & M POLICE CARS	SPECIAL FX INC	POLICE VEHICLE TINT	125.00	70372
101-301-955.000	MISCELLANEOUS EXPENSE	RDJ SPECIALTIES, INC.	POLICE STICKER BADGES	119.91	70368
101-301-958.000	MI CRIMINAL JUSTIS TRAIN.	WMCJTC	MCOLES SPRING 2017 PYMT	207.15	70393
101-301-958.000	MI CRIMINAL JUSTIS TRAIN.	WMCJTC	DISTRIBUTION FROM MCOLES	214.73	70394
Total For Dept 301 POLICE				3,368.37	
Dept 400 PLANNING & ZONING					
101-400-611.000	SITE PLAN REVIEW RETAINER	ALLEN EDWIN HOMES	BOND REFUNDS- 1383, 1289	250.00	70320
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	ENGINEERING SERVICES	2,655.00	70391
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	ENGINEERING SERVICES	100.00	70391
Total For Dept 400 PLANNI				3,005.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	227.84	70382
101-441-802.000	CONTRACTUAL	CORPORATE CLEAN SERVICES	DPW/STRIP & FINISH VCT FL	580.00	70332
101-441-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING CONTRACT PYMT 3	150.00	70357
101-441-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE OCT 2017	277.86	70369
101-441-802.000	CONTRACTUAL	SPECTRUM HEALTH OCCUPATIO	DOT TEST - VANSETTERS	62.00	70373
101-441-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	31.91	70330
101-441-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT/ST LIGHT MAI	29.49	70355
101-441-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATEMENT	51.93	70374
101-441-910.000	INSURANCE	LOWELL LIGHT & POWER	ACCESS POINT OCT 2017	26.36	70355
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	86.82	70331
101-441-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	300.39	70355
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ACCESS POINT/ST LIGHT MAI	781.61	70355
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	846.88	70355
101-441-930.000	REPAIR & MAINTENANCE	LITES PLUS, INC.	DPW LIGHTS	607.50	70352
101-441-975.000	BUILDING IMPROVEMENTS	LEWIS G. BENDER, PH.D.	DPW TRAINING	2,135.76	70351
Total For Dept 441 DEPART				6,196.35	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	18.79	70331
101-747-920.000	CHAMBER UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	99.16	70355
Total For Dept 747 CHAMBE				117.95	
Dept 751 PARKS					
101-751-740.000	OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	TOWELS FOR PARKS	101.53	70325
101-751-740.000	OPERATING SUPPLIES	SITEONE LANDSCAPE SUPPLY	PARK SUPPLIES	180.84	70371
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM REC PAR	115.00	70349
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABEL RESTROOM - BURCH	115.00	70349
101-751-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING CONTRACT PYMT 3	5,760.00	70357
101-751-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	754.90	70355
Total For Dept 751 PARKS				7,027.27	
Dept 757 SHOWBOAT					
101-757-920.000	SHOWBOAT UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	46.28	70355
Total For Dept 757 SHOWBO				46.28	
Dept 790 LIBRARY					
101-790-740.000	OPERATING SUPPLIES	CORPORATE CLEAN SERVICES	CITY HALL/LIBRARY SUPPLIE	53.40	70332
101-790-802.000	CONTRACTUAL	CORPORATE CLEAN SERVICES	LIBRARY: CARPET, VCT FLOO	1,776.36	70332
101-790-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE OCT 2017	46.50	70369
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVCIES	165.00	70370
101-790-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT/ST LIGHT MAI	130.37	70355

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Fund 101 GENERAL FUND					
Dept 790 LIBRARY					
101-790-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT OCT 2017	148.50	70355
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	212.42	70331
101-790-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,225.60	70355
101-790-930.000	REPAIR & MAINTENANCE	MODEL COVERALL SERVICE, I	LIBRARY RUGS	225.28	70361
Total For Dept 790 LIBRAR				3,983.43	
Dept 804 MUSEUM					
101-804-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	72.94	70331
101-804-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	194.23	70355
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	60.81	70353
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	251.50	70353
Total For Dept 804 MUSEUM				579.48	
Total For Fund 101 GENERA				49,067.22	
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATEMENT	12.78	70374
Total For Dept 463 MAINTENANCE				12.78	
Dept 483 ADMINISTRATION					
202-483-955.000	MISCELLANEOUS EXPENSE	VREDEVELD HAEFNER LLC	AUDITING SERVICES & ACT 5	250.00	70389
Total For Dept 483 ADMINI				250.00	
Total For Fund 202 MAJOR				262.78	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATEMENT	12.78	70374
Total For Dept 463 MAINTENANCE				12.78	
Dept 483 ADMINISTRATION					
203-483-955.000	MISCELLANEOUS EXPENSE	VREDEVELD HAEFNER LLC	AUDITING SERVICES & ACT 5	250.00	70389
Total For Dept 483 ADMINI				250.00	
Total For Fund 203 LOCAL				262.78	
Fund 238 HISTORICAL DISTRICT FUND					
Dept 000					
238-000-880.000	COMMUNITY PROMOTION	GREENOP, JILL	HDC GRANT - WINDOW	683.00	70343
238-000-880.000	COMMUNITY PROMOTION	KING MILLING COMPANY	HDC GRANT	28,684.00	70350
Total For Dept 000				29,367.00	
Total For Fund 238 HISTOR				29,367.00	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - FLAT	190.00	70349
248-463-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	916.95	70355
248-463-930.000	REPAIR & MAINTENANCE	FORD'S SERVICE WORK	WORK AT 113 RIVERWALK PLA	375.00	70340
248-463-930.000	REPAIR & MAINTENANCE	LOWELL LIGHT & POWER	ACCESS POINT/ST LIGHT MAI	1,260.02	70355
248-463-930.000	REPAIR & MAINTENANCE	WILLIAM BOS GREENHOUSE	FLOWERS	18.30	70390
Total For Dept 463 MAINTENANCE				2,760.27	
Total For Fund 248 DOWNTOWN				2,760.27	
Fund 351 GENERAL DEBT SERVICE (NON-VOTED BONDS)					
Dept 906 DEBT SERVICE					
351-906-995.000	INTEREST	THE BANK OF NEW YORK MELL	MICHIGAN BLDG AUTHORITY R	60,522.51	70383
Total For Dept 906 DEBT S				60,522.51	
Total For Fund 351 GENERA				60,522.51	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	SPARLING CORPORATION	AIRPORT FILTERS HOUSING	719.49	70312
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	177.22	70331



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Fund 581 AIRPORT FUND					
Dept 000					
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	AIRPORT INTERNET	49.99	70387
Total For Dept 000				946.70	
Total For Fund 581 AIRPOR				946.70	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ACCESS POINT/ST LIGHT MAI	348.32	70355
590-000-043.000	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	4,798.57	70355
590-000-043.000	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ACCESS POINT OCT 2017	154.87	70355
590-000-611.000	SITE PLAN REVIEW RETAINER	ALLEN EDWIN HOMES	BOND REFUNDS- 1383, 1289	250.00	70320
Total For Dept 000				5,551.76	
Dept 550 TREATMENT					
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	PROF SERVICES OCTOBER 201	36,852.48	70381
590-550-970.000	CAPITAL OUTLAY	KAMMINGA & ROODVOETS, INC	PAY REQUEST #9	23,782.91	70313
Total For Dept 550 TREATM				60,635.39	
Dept 551 COLLECTION					
590-551-801.000	PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	PROFESSIONAL SERVICES	1,624.00	70366
590-551-930.000	REPAIR & MAINTENANCE	17TH STREET PHOTO	WATER DEPT R & M	599.89	70317
590-551-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEPT R & M	64.10	70339
590-551-930.000	REPAIR & MAINTENANCE	PLUMMERS ENVIRONMENTAL SE	JETTED LINES AVERY & N DI	503.25	70364
Total For Dept 551 COLLEC				2,791.24	
Dept 552 CUSTOMER ACCOUNTS					
590-552-740.000	OPERATING SUPPLIES	HOOPER PRINTING	WATER BILL PAPER	94.75	70344
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	METER READ MILEAGE - 107	28.63	70321
Total For Dept 552 CUSTOM				123.38	
Total For Fund 590 WASTEW				69,101.77	
Fund 591 WATER FUND					
Dept 000					
591-000-276.000	Water	BEGGS, PATRICIA	UB refund for account: 1-	69.62	70322
591-000-276.000	Water	BITTRICK, DIANA	UB refund for account: 1-	82.88	70324
591-000-276.000	Water	CHRISTIANSSEN, RANDY/AMY	UB refund for account: 3-	364.18	70329
591-000-276.000	Water	STOUTJESDYK, SCOTT	UB refund for account: 1-	210.74	70380
591-000-285.000	DEPOSITS	ALLEN EDWIN HOMES	BOND REFUNDS- 1383, 1289	250.00	70320
Total For Dept 000				977.42	
Dept 570 TREATMENT					
591-570-743.000	CHEMICALS	ALEXANDER CHEMICAL CORP	WTP CHEMICALS	2,081.50	70319
591-570-801.000	PROFESSIONAL SERVICES	ENVIRONMENTAL RESOURCE AS	WTP CHEMICALS	307.73	70336
591-570-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	199.50	70391
591-570-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING CONTRACT PYMT 3	660.00	70357
591-570-802.000	CONTRACTUAL	UNDER-PRESSURE STEAM & CL	WATER TANK CLEANING	1,085.00	70385
591-570-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT/ST LIGHT MAI	145.00	70355
591-570-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT OCT 2017	150.90	70355
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	163.53	70331
591-570-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	4,726.79	70355
591-570-930.000	REPAIR & MAINTENANCE	USA BLUE BOOK	WTP DRAIN CLEANER	570.06	70386
591-570-955.000	MISCELLANEOUS EXPENSE	STATE OF MICHIGAN	WTP SAMPLE TEST	36.00	70378
591-570-970.000	CAPITAL OUTLAY	ENGINEERED PROTECTION SYS	WTP ALARM SYSTEM INSTALLA	7,950.00	70335
Total For Dept 570 TREATM				18,076.01	
Dept 571 DISTRIBUTION					
591-571-740.000	OPERATING SUPPLIES	HOOPER PRINTING	WATER BILL PAPER	94.76	70344
591-571-801.000	CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION SEPT 201	937.00	70345
591-571-801.000	CROSS CONNECTIONS	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	57.00	70391
591-571-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	MOWING CONTRACT PYMT 3	480.00	70357
591-571-802.000	CONTRACTUAL	MICHIGAN CAT	SEG 1 & 2 FOR 810 SHEPARD	600.00	70359

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Fund 591 WATER FUND					
Dept 571 DISTRIBUTION					
591-571-850.000	COMMUNICATIONS	SPRINT	MONTHLY STATEMENT	51.93	70374
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	MONTHLY STATEMENT	40.01	70388
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	41.72	70331
591-571-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,376.15	70355
591-571-930.000	REPAIR & MAINTENANCE	17TH STREET PHOTO	WATER DEPT R & M	599.89	70317
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEPT R & M	64.10	70339
591-571-930.000	REPAIR & MAINTENANCE	POLLARDWATER	WATER DEPT R & M	1,269.73	70365
591-571-930.000	REPAIR & MAINTENANCE	POLLARDWATER	WATER DEPT R & M	259.55	70365
591-571-955.000	MISCELLANEOUS EXPENSE	APWA	MEMBERSHIP RENEWAL - VANS	215.00	70307
591-571-955.000	MISCELLANEOUS EXPENSE	AWWA	MEMBERSHIP RENEWAL PYMT	187.00	70308
Total For Dept 571 DISTRI				6,273.84	
Dept 572 CUSTOMER ACCOUNTS					
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	METER READ MILEAGE - 107	28.62	70321
Total For Dept 572 CUSTOM				28.62	
Total For Fund 591 WATER				25,355.89	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-740.000	OPERATING SUPPLIES	LOWELL AREA SCHOOLS	ACCT STATEMENT SEPT 2017	1,121.85	70354
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	PROFESSIONAL SERVICES	580.00	70318
636-000-802.000	CONTRACTUAL	DIGITAL OFFICE MACHINES,	LPD COPY MACHING CONTRACT	50.71	70333
Total For Dept 000				1,752.56	
Total For Fund 636 DATA P				1,752.56	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-740.000	OPERATING SUPPLIES	STATE INSTALLATION & SERV	VEHICLE MAINT	245.00	70375
661-895-930.000	REPAIR & MAINTENANCE	WINZER CORPORATION	EQUIP FUND	680.17	70392
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	EQUIP FUND	10.06	70323
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	EQUIP FUND - ARMREST	52.93	70323
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	EQUIP FUND R & M	25.86	70323
661-895-930.000	REPAIR & MAINTENANCE	WOLF KUBOTA	VAC SYSTEM PARTS	2.04	70395
Total For Dept 895 FLEET				1,016.06	
Total For Fund 661 EQUIPM				1,016.06	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	1,074.91	70346
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	4,444.31	70347
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	10,437.07	70354
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	2,627.53	70354
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	1,506.82	70346
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	6,229.99	70347
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	5,886.70	70348
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	1,423.77	70348
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	446.66	70341
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	1,846.93	70341
703-000-275.000	DUE TO TAXPAYERS	CARROLL JUDD T DR	2017 Sum Tax Refund 41-20	30.81	70327
703-000-275.000	DUE TO TAXPAYERS	CHEEK DOREEN G	2017 Sum Tax Refund 41-20	6.32	70328
Total For Dept 000				35,961.82	
Total For Fund 703 CURREN				35,961.82	

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Fund Totals:

Fund 101	GENERAL FUND	49,067.22
Fund 202	MAJOR STREET FUN	262.78
Fund 203	LOCAL STREET FUN	262.78
Fund 238	HISTORICAL DISTR	29,367.00
Fund 248	DOWNTOWN DEVELOP	2,760.27
Fund 351	GENERAL DEBT SER	60,522.51
Fund 581	AIRPORT FUND	946.70
Fund 590	WASTEWATER FUND	69,101.77
Fund 591	WATER FUND	25,355.89
Fund 636	DATA PROCESSING	1,752.56
Fund 661	EQUIPMENT FUND	1,016.06
Fund 703	CURRENT TAX COLL	35,961.82

276,377.36

# Memorandum

To: Lowell City Council  
From: Steve Donkersloot  
Date: October 16, 2017  
Re: MERS LL&P Retiree COLA for 2018

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Every year since 1990, with the exception of 2010, the LL&P Board has provided LL&P retirees with a cost of living adjustment (COLA). At October's LL&P Board Meeting, the Board voted to move forward, pending City Council approval, with a 2.50% COLA for retirees beginning in January 2018. The cost to do so is \$78,129. The LL&P MERS Plan is a separate division than the City's, but still falls under the overall City-wide Plan. Thus, the City Council must ultimately approve this COLA.

The COLA will not impact the funding levels of either LL&P or the City and is paid for entirely by LL&P.

It is LL&P's recommendation that the City Council approve a 2.50% COLA for LL&P retirees at a cost of \$78,129.



# LOWELL CITY COUNCIL

## MEMORANDUM

**DATE:** November 2, 2017

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

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

**RE:** Asset Management Data Collection Agreement

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I have mentioned previously my involvement in the 21<sup>st</sup> Century Asset Management Pilot project being conducted in both West Michigan and Southeastern Michigan. During this project, we are working on developing a statewide asset management plan to address infrastructure needs for all communities in Michigan.

As part of this pilot, the City of Lowell and the Village of Sparta have been asked to provide data that we have through REGIS currently to the State of Michigan for part of a pilot to develop the possible statewide system. Currently we are the only two communities in West Michigan who are being tests for the pilot.

Attached is an agreement that will allow REGIS on behalf of the City to provide our data to the State of Michigan solely for the purpose of the asset management pilot project.

This is of no cost to the City of Lowell to participate. We currently pay dues as members of the Grand Valley Metropolitan Council and REGIS.

**I recommend for the Lowell City Council to approve the Asset Management Data Collection agreement as presented and direct the City Manager to sign the necessary documents.**

**Universal Data Sharing Agreement  
Between Michigan State Police and Infrastructure Entities Located In  
Region 4 (West Michigan) & Region 10 (Southeast Michigan)  
To Establish A Regional Asset Management Pilot Program**

**Introduction**

This Data Sharing Agreement (“**Agreement**”) is between participating entities within Region 4 (West Michigan) and Region 10 (Southeast Michigan) and the State of Michigan, by and through the Michigan Department of State Police, (together and with other participating entities entering into this Agreement, “the **parties**,” and individually, “a **party**”).

The parties enter into this Agreement to establish a Regional Asset Management Pilot Program (the “**Pilot**”) to achieve the goals set forth in Executive Directive No. 2017-1. In this Pilot, entities within Region 4 (West Michigan) and Region 10 (Southeast Michigan) intend to identify existing data, assets, attributes, and data needs within their regions that are representative of assets statewide. A goal is to create a regional structure for future implementation of data collection and evaluation efforts. By its conclusion, participants in this Pilot will forward recommendations on how the State of Michigan and its partners can operationalize a statewide comprehensive asset management database and system, including where an appropriate system should be housed and the staffing needed to implement and manage the system.

Collection and use of data can improve efficiency, policy making, emergency operations procedures, and performance measures, as well as fuel economic development and provide citizens greater access to engage their government and make more informed decisions. Conversely, the privacy of such data—in particular, Michigan’s infrastructure assets and critical infrastructure data held by public and private agencies—rests upon actions and agreements—like this one—to protect such data from unintentional release, access, and exploitation by institutional and non-institutional actors, including foreign governments, terrorist organizations, and individual criminals.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the parties agree as follows:

1. **Definitions.** The following definitions apply under this Agreement:
  - a. “**Asset**” means public and private infrastructure assets pertaining to transportation, water, sanitary and storm sewers, utilities, energy, electricity, natural gas, information technology, emergency preparedness systems, telecommunications, and broadband services

affecting or relating to the State of Michigan or its citizens, including the physical and technological means that support such assets.

- a. **“Covered Data”** means data about **Assets**, including **Critical Infrastructure Data** and **GIS Data** provided under this Agreement. **Covered Data** includes both real-time data and **Derived Data**. **Covered Data** does not include data that was publicly available when received, or thereafter became publicly available (other than through unauthorized disclosure).
- b. **“Critical Infrastructure”** means systems and assets, whether physical or virtual, so vital to the United States or the State of Michigan that the incapacity of destruction of such systems and assets would have a debilitating impact on security, economic security, public health, or any combination of those matters.
- c. **“Critical Infrastructure Information”** or **“Critical Infrastructure Data”** means information which:
  - i. Is not customarily in the public domain; and
  - ii. Is related to the security of critical infrastructure or protected systems, as defined in the Critical Infrastructure Information Act of 2002 at section 212(3).
- d. **“Data Recipient”** means any party receiving, accessing, or using **Covered Data** under this Agreement. All employees, officials, contractors, delegates, representatives, subcontractors, service providers including information technology and other technical support staff, agents, etc. of a **Data Recipient** who will have access to **Covered Data** must read this Agreement and agree in writing to be bound by it prior to having access to **Covered Data** of another party. See section 5.i and **Addendum 1** below.
- e. **“Derived Data”** means data, information, or knowledge created from the dissemination and analysis of data shared under this Agreement, whether or not in combination with data already in the **Data Recipient’s** possession. **Derived Data** is included in the definition of **Covered Data**. The parties must treat and protect **Derived Data** as **Covered Data**.
- f. **“Freedom of Information Act Request”** or **“FOIA Request”** means a request for information directed to a party under any applicable public-disclosure statute, which if granted could reasonably be anticipated to lead to public disclosure of **Covered Data**.

- g. **“Geographic Information System Data” or “GIS Data”** means an informational unit or network capable of producing customized maps based on a digital representation of geographical data. **GIS Data** includes **Derived Data** from a GIS system and saved outputs and datasets covered by this Agreement.
- h. **“Original Data Provider”** means a party that owns, collects, or provides Covered Data to a party under this Agreement.
- i. **“Permitted Purposes”** means use of **Covered Data** by a party to:
  - a. Conduct the Pilot; and
  - b. Meet the requirements of Executive Directive 2017-1.

**1. Scope; Permitted Use.**

- a. This Agreement establishes the conditions under which the parties agree to disclose Covered Data to each other in order to meet the objectives set forth in Executive Directive 2017-1. It also provides for the protection of Covered Data, and establishes terms on its use, disclosure, and disposition.
- b. This Agreement does not apply to an Original Data Provider’s access to or use or disclosure of its own Covered Data, unless the Original Data Provider’s Covered Data is comingled with or includes Derived Data from another party.
- c. Covered Data provided under this Agreement may only be shared, used, or accessed by a Data Recipient for Permitted Purposes.

**2. Usage, Format, and Method Transfer.** Prior to sharing Covered Data, the Original Data Provider and the Michigan Department of State Police must agree upon the appropriate data fields, data format, method and frequency of data transfer, and other such parameters. The Original Data Provider and Michigan Department of State Police must document the aforementioned selections for record-keeping purposes.

**3. Ownership; Licensing.**

- a. The Original Data Provider maintains full control and ownership of Covered Data it provides to another party under this Agreement.
- b. Each Original Data Provider hereby grants to the Michigan Department of State Police and other Data Recipients a revocable, non-exclusive, non-transferable license to process, copy, analyze, use, reformat, share, or distribute the Original Data Provider’s Covered Data for a Permitted Purpose, so long as it is otherwise consistent with this Agreement and applicable licensing agreements. Original Data



Providers must provide Data Recipients a copy of applicable licensing agreements prior to providing Covered Data to Data Recipients.

**4. Original Data Providers' Responsibilities.** Original Data Providers must:

- a. Provide Data Recipients with access to Covered Data consistent with law, third-party contractual obligations, and this Agreement; and
- b. Perform access reviews to ensure that Data Recipients have established and use adequate administrative, technical, and physical safeguards to protect Covered Data from unauthorized disclosure.

**5. Data Recipients' Responsibilities.** Data Recipients must:

- a. Treat Covered Data as confidential, business-sensitive, and potentially harmful to the public health and safety and security if inappropriately disseminated;
- b. Request, use, and disclose only the minimum amount of Covered Data necessary to fulfill the purposes of this Agreement;
- c. Protect Covered Data from public or other unpermitted disclosure;
- d. Use Covered Data solely for a Permitted Purpose;
- e. Dispose of Covered Data as directed by the Original Data Provider or as provided by law;
- f. **FOIA and Other Requests for Covered Data.** Upon receipt of a FOIA Request or legal process (i.e., discovery request or subpoena) for information that may include another party's Covered Data:
  - i. Within 24 hours of receipt of the FOIA Request or demand for Covered Data, Data Recipient must email the FOIA Request or data demand to:
    1. the FOIA Coordinator of the Michigan Department of State Police;
    2. the Original Data Provider; and
    3. any other party whose Covered Data or Assets may be affected by the FOIA Request or demand for Covered Data.
  - ii. Data Recipient may not respond to any FOIA Request or demand for Covered Data without first notifying the Michigan Department of State Police's FOIA Coordinator and obtaining the Michigan Department of State Police's prior written approval of the proposed response.
  - iii. As appropriate, Data Recipient must issue a written notice under FOIA informing the requester that the Covered Data of other parties does not constitute public records of Data Recipient as the term public records is defined under FOIA. A FOIA request received by Data Recipient for information or records identified as, or reasonably construed to cover, the Covered Data

of other parties must be denied under MCL 15.235(5)(b), which requires an agency's written certification that the described public record does not exist within the agency under the name given by the requester or by another name reasonably known to the agency. As to the denial, Data Recipient is obligated, under MCL 15.240, to notify the requester of the requester's remedial rights. Data Recipient may refer the requester to the Michigan Department of State Police to determine whether it might have information or records responsive to the requester's description, and whether such information or records is publically accessible.

- iv. To the extent consistent with law, Data Recipient must take reasonable measures to maintain the confidentiality of Covered Data to be disclosed by seeking a non-disclosure agreement or negotiating a protective order with a third-party seeking the Covered Data.
- v. If disclosure of Covered Data is required by law, Data Recipient may disclose only that portion of the Covered Data that is compelled to be released by a court of competent jurisdiction or by law. Covered Data must be redacted whenever possible and all available FOIA exemptions must be exercised, including those deemed permissive under law and MCL 15.243(1)(y). See also **Addendum 2** below.
- g. Establish and use appropriate administrative, technical, and physical safeguards to protect the data from being accessed, used, disclosed, or stored in a manner other than as provided in this Agreement or as provided by law. Protocols must be in writing and provided to the Original Data Provider, Michigan Department of State Police, or other parties upon request;
- h. Require that its employees, officials, contractors, delegates, representatives, subcontractors, service providers including information technology and other technical support staff, and agents read this Agreement and agree in writing to be bound by it prior to having access to the Covered Data of another party, with a "**Data Security Agreement**" at least as stringent as the template set forth in **Addendum 1**; and
- i. Maintain a contemporaneous log of those individuals granted access to the Covered Data of another party by Data Recipient, and upon request, provide to the Original Data Provider, the Michigan Department of State Police, and other parties a copy of the log and signed Data Security Agreements; and
- j. Destroy Covered Data, including copies of the data, upon completion of the relevant Permitted Purposes, consistent with law, and provide certification of data destruction if requested by a party.

6. **Accuracy.** Original Data Providers must use reasonable efforts to ensure the completeness, accuracy, and timeliness of data provided under this Agreement. However, Original Data Providers cannot guarantee data accuracy and will therefore not be held responsible for any damage to Data Recipients resulting from the disclosure or use of data that is inaccurate, incomplete, or outdated.
7. **Cooperation; Execution of Additional Agreements.** The parties will execute such documents as may be necessary to realize the intentions of this Agreement or comply with law. The parties will also require third parties to execute such documents as may be necessary to realize the intentions of this Agreement or comply with law, prior to granting the third party access to the data.
8. **Issue Resolution.** The parties will work together to resolve issues relating to this Agreement or with meeting the goals of the Pilot. The parties will exchange documentation as reasonably necessary to identify and explain their positions. Any portion of this Agreement that may be subject to interpretation will be addressed at these meetings.
9. **Costs and Damages.** Each party will be responsible for its own costs, losses, and damages related to the sharing of data under this Agreement except as otherwise provided in section 10 below. Parties will not be liable to one another for any claim related to or arising under this Agreement for consequential, incidental, indirect, or special damages.
10. **Loss or Compromise of Covered Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Data Recipient that compromises or is suspected to compromise the security, confidentiality, or integrity of another party's Covered Data, or the physical, technical, administrative, or organizational safeguards put in place by Data Recipient that relate to the protection of the security, confidentiality, or integrity of another party's Covered Data, Data Recipient must, as applicable: (a) notify the Michigan Department of State Police and the affected Original Data Provider as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the Michigan Department of State Police and Original Data Provider in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) pay for any costs associated with the occurrence, including but not limited to costs incurred by the Original Data Provider and Michigan Department of State Police in investigating and resolving the occurrence, including reasonable attorney's

fees associated with such investigation and resolution; and (e) provide to Original Data Provider and the Michigan Department of State Police a detailed plan within 10 calendar days of the occurrence describing the measures Data Recipient will undertake to prevent a future occurrence. This section survives termination or expiration of this Agreement.

11. **Notices.** Notices required under this Agreement must be addressed to the individuals listed on the signature block pages. Parties may amend contact information by providing written notice of the change to the Michigan Department of State Police and the other parties. A notice required under this Agreement is deemed effectively given:
  - a. When received, if delivered by hand (with written confirmation of receipt);
  - b. When received, if sent by a nationally recognized overnight courier (receipt requested);
  - c. On the date sent by email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or
  - d. On the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
  - e. Any notices to the State of Michigan shall be copied to Therese Empie, Strategy Advisor, (517) 331-2475, [empiet@michigan.gov](mailto:empiet@michigan.gov).
12. **Amendments.** This Agreement may be amended by written agreement of the parties subject to the amendment. If amendment to this Agreement is required to comply with laws, rules, or regulations, the parties will promptly enter into negotiations to meet legal requirements.
13. **Effective Date; Term.** This Agreement becomes effective when at least two parties have signed it. The term ends 1 year from the date the Agreement first became effective. The term of this Agreement may be extended by amendment.
14. **Termination.**
  - a. A party may terminate their participation in this Agreement by providing written notice to the Michigan Department of State Police. Termination is effective 30 calendar days from the date the notice becomes effective.
  - b. The Michigan Department of State Police must provide written notice to all other parties to this Agreement when a party terminates its participation, but the failure to do so does not affect the effective date of termination.

- c. Termination of a party's participation in this Agreement does not affect the continuation of this Agreement as between or among the other parties.
- 15. **Survival.** The obligation of a Data Recipient to maintain and safeguard another party's Covered Data remains in full force and effect until the Original Data Provider or a court of competent jurisdiction opines or rules in writing that the data is no longer Covered Data.
- 16. **Execution.** This Agreement may be executed in counterparts, each of which is deemed to be an original, and all of which taken together constitutes one and the same instrument. The signature of any party transmitted by email is binding.
- 17. **Successors.** This Agreement inures to the benefit of and is binding upon the parties, their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns.
- 18. **No Third Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the parties and their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns.
- 19. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, or immunity of the parties. Nothing in this Agreement is a waiver of governmental immunity. Unless this Agreement expressly states otherwise, it does not, and is not intended to, transfer, delegate, or assign to the other party, any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated or entrusted to either party under any existing law or regulation.
- 20. **Governing Law.** This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Lawsuits must be initiated in Ingham County, Michigan.
- 21. **Authority to Bind.** Each person signing this Agreement represents that they are duly authorized to execute this Agreement on behalf of their entity.
- 22. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements between the parties

governing the matters described. The language of this Agreement will be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

Agreed to by:

**Michigan Department of State Police**

\_\_\_\_\_, 2017  
Dated

And:

**PARTICIPATING ENTITIES:**

City of Lowell

\_\_\_\_\_  
Michael Burns, City Manager  
\_\_\_\_\_, 2017  
Dated

**Notices under this Agreement go to:**

Michael Burns, City Manager  
301 East Main St.  
Lowell, MI 49331  
(616) 897-8457  
mburns@ci.lowell.mi.us

## Addendum 1

**[Read and delete: This Data Security Agreement is to be signed by a Data Recipient's employees, contractors, etc. that will have access to Covered Data. Individuals sign this agreement, not entities.]**

### Data Security Agreement

I have read and understand the "Universal Data Sharing Agreement Between Michigan State Police and Infrastructure Entities Located In Region 4 (West Michigan) & Region 10 (Southeast Michigan) To Establish A Regional Asset Management Pilot Program" ("**Agreement**").

I agree to be bound by the terms of the Agreement, including those relating to protecting and safeguarding Covered Data from unauthorized disclosure. I agree not to access, disclose, or share Covered Data without the express written permission of a person with authority to grant such permission.

\_\_\_\_\_  
[Insert name and title]

[Insert entity name]

Signed on:

\_\_\_\_\_, 2017

**To be signed by REGIS**

## Addendum 2

All Covered Data collected under this Pilot relates to ongoing security measures, capabilities for responding to terrorism, emergency response plans, risk planning, threat assessment, and domestic preparedness strategies. The parties agree to deem Covered Data exempt from public disclosure under the Freedom of Information Act under MCL 15.243(1)(y) because the public interest in nondisclosure is high, whereas, the public interest in disclosure would be minimal.

The public interest in the nondisclosure of the data outweighs any public interest in disclosure, where disclosure to the world at large under FOIA would impair the ability of the parties, as well as federal and other state and local authorities, to protect the security and safety of persons and property. This impairment would be the direct result of allowing, from this single source, unfettered public access to the broad critical infrastructure information composing the data. It essentially would provide unintended, but actual, aid and assistance to persons, both domestic and foreign, bent on harming United States citizens and communities, and “whatever else the criminal mind might evoke.” *Mager v Dep’t of State Police*, 460 Mich 134 (1999).

The security concerns raised by the public disclosure and dissemination of the data is self-evident. The Congressional Record is replete with facts on terrorism’s ever-rising and forging threats and capabilities. For example, three of many such reports include: Congressional Record, 114th Congress, 2nd Session, Issue: Vol. 162, No. 24, February 10, 2016; 114th Congress, 2nd Session, Issue: Vol. 162, No. 90, June 8, 2016; 115th Congress, 1st Session, Issue: Vol. 163, May 2, 2017.



## **APPOINTMENTS**

	Expires
Airport Board	
Vacancy (Jeff Altoft – Currently Serving)	01/01/2018
Vacancy (Jim Myaard – Currently Serving)	01/01/2018
Building Authority	
Vacancy (Mike Burns – Currently Serving)	01/01/2018
Downtown Development Authority	
Vacancy (Cliff Yankovich – Currently Serving)	01/01/2018
Downtown Historic District Commission	
Vacancy (Nancy Wood – Currently Serving)	01/01/2018
Vacancy (Stephen Doyle – Currently Serving)	01/01/2018
Vacancy (Jeff Phillips/Liaison – Currently Serving)	01/01/2018
LCTV Endowment Board	
Vacancy (Dennis Kent – Currently Serving)	12/31/2017
Lowell Light and Power Board	
Vacancy (Marty Chambers/Liaison – Currently Serving)	01/01/2018
Lowell Area Fire and Emergency Services Authority	
Vacancy (Jim Hodges – Currently Serving)	01/01/2018
Lowell Area Recreation Authority	
Vacancy (Perry Beachum – Currently Serving)	11/15/2017
Parks and Recreation Commission	
Vacancy (Susan Pomper – Currently Serving)	01/01/2018
Vacancy (Nancy Anderson – Currently Serving)	01/01/2018
Planning Commission	
Vacancy (Commissioner Gerard resigned)	06/30/2019
Vacancy (Commissioner Chambers appointed as the liaison)	06/30/2020

## **COUNCIL APPOINTMENTS**

Representative to Arbor Board – Hodges Currently Serving  
Representative to Chamber of Commerce – Hodges Currently Serving  
Representative to LCTV Endowment Fund – Hodges Currently Serving  
Representative to Lowell Area Fire and Emergency Services Authority – Hodges Currently Serving