



301 East Main Street
Lowell, Michigan 49331
Phone (616) 897-8457
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CITY OF LOWELL
CITY COUNCIL AGENDA
MONDAY, MARCH 19, 2018, 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 March 5, 2018 City Council meeting.
- Kent Intermediate School District – Collection of Summer Property Taxes
- Application for Fireworks Display
- Authorize payment of invoices in the amount of \$116,868.24

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

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

4. OLD BUSINESS

- a. Broadway Street Reconfiguration
- b. Sidewalk Code Enforcement

5. NEW BUSINESS

- a. Resolution 08-18 – LARA Trail Agreement Addendum
- b. Resolution 09-18 – LARA Trail DNR Trust Fund Grant
- c. LCTV Endowment Fund Recommendations
- d. Resolution 10-18 – Service Credit Purchase for Rich LaBombard

6. BOARD/COMMISSION REPORTS

7. MONTHLY REPORTS

8. MANAGER'S REPORT

9. APPOINTMENTS

10. COUNCIL COMMENTS

11. ADJOURNMENT

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



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Lowell, Michigan 49331
Phone (616) 897-8457
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MEMORANDUM

TO: Lowell City Council
FROM: Michael Burns, City Manager
RE: Council Agenda for Monday, March 19, 2018

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3. CITIZEN DISCUSSION FOR ITEMS NOT ON THE AGENDA

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

4. OLD BUSINESS

- a. Broadway Street Reconfiguration. Memo is provided from City Manager Mike Burns.

Recommended Motion: Following the recommendations of Prein and Newhof regarding the reconfiguration of Broadway Street.

- b. Sidewalk Code Enforcement. Memo is provided from Assistant City Manager Rich LaBombard.

Recommended Motion: That the City Council adopt the proposed enforcement policy and procedure for City Ordinance – Sidewalks, Drive Approaches and Retaining Walls.

5. NEW BUSINESS

- a. Resolution 08-18 – LARA Trail Agreement Addendum. Memo is provided by City Manager Mike Burns.

Recommended Motion: That the Lowell City Council approve Resolution 08-18 stating that the City will maintain ownership of the trail and keep the land as public land if the Lowell Area Recreation Authority were ever to dissolve.

- b. Resolution 09-18 – LARA Trail DNR Trust Fund Grant. Memo is provided by City Manager Mike Burns.

Recommended Motion: That the City Council approve Resolution 09-18 for the City to apply for a DNR Trust Fund Grant for the River Valley Trail Lowell Connection Project.

- c. LCTV Endowment Fund Recommendations. Memo is provided by City Clerk Susan Ullery.

Recommended Motion: LCTV Chair Dennis Kent will present the recommendations.

- d. Resolution – 10-18 – Service Credit Purchase for Rich LaBombard. Memo is provided from Assistant City Manager Rich LaBombard.

Recommended Motion: No recommendation is being made on this matter.

6. BOARD/COMMISSION REPORTS
7. MONTHLY REPORTS
8. MANAGER'S REPORT
9. APPOINTMENTS
- 10 COUNCIL COMMENTS
11. ADJOURNMENT

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, MARCH 5, 2018, 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 Councilmember Mike DeVore and City Clerk Susan Ullery called roll.

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

Absent: Councilmember Jim Salzwedel.

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

2. EXCUSE OF ABSENCES.

IT WAS MOVED BY CHAMBERS and seconded by PHILLIPS to excuse the absence of Councilmember Salzwedel.

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

NO: None. ABSENT: 1.(Salzwedel) MOTION CARRIED.

3. RECOGNITION OF STAFF AND COMMUNITY ORGANIZATIONS—FLOOD EFFORTS.

City Manager Michael Burns felt it was important to recognize our City staff and the many different agencies that helped the City throughout the entire flood event. Burns stated that we had the fourth largest flood in the City of Lowell history and from where he sits, because of the efforts that everyone did, it made his job a little easier.

Burns publicly recognized the Assistant City Manager Rich LaBombard and Department of Public Works staff, Jeff VanSetters, Todd Phillips, Scott Fosburg, Ralph Brecken, and Joe Baker.

Burns also thanked Suez and the assistance of Mark Mundt, Brian VanderMeulen, and Cody Chambers. Burns stated that they worked hard and very well together during the entire event.

Burns also thanked Chief Ron van Overbeek and Captain Shannon Witherell of the Lowell Area Fire Department. Witherell managed this event during the weekend and the staff did an excellent job.

Burns also thanked the Lowell Police Department, who worked countless hours and had extra patrols. Burns thanked Chief Bukala, Detective Scot VanSolkema, and Officers Ian Shears and Andy Coaker for working many shifts.

Burns thanked F.R.O.M. for their relief efforts with clean-up and providing shelter if needed, which fortunately, was not needed. Burns also thanked the United Methodist Church and F.R.O.M. for providing meals and thanked Dawn Broene from F.R.O.M and Pastor Brad Brillhart and Ann Dimmick of the United Methodist Church for all their efforts.

4. **APPROVAL OF THE CONSENT AGENDA.**

- Approval of the Agenda.
- Approve and place on file the February 20, 2018 Committee of the Whole meeting.
- Approve and place on file the regular minutes of the February 20, 2018 City Council meeting.
- Authorize payment of invoices in the amount of \$526,432.18.

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

YES: Mayor DeVore, Councilmember Phillips, Councilmember Chambers, and Councilmember Canfield.
NO: None. ABSENT: 1.(Salzwedel) MOTION CARRIED.

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

Scott Noto of Walker introduced himself and stated he is running for Kent County Circuit Court. He grew up in Wyoming and has been practicing law.

6. **OLD BUSINESS.**

None.

7. **NEW BUSINESS.**

a. **LARA - MDNR Grant – Notice of Public Meeting.**

Dave Austin with Williams and Works serving as the engineer for the Lowell Area Recreation Authority, stated that tonight is an opportunity to seek public input on the MDNR Grant that is being submitted by the City and a separate equal grant by the Lowell Area Recreation Authority towards partial funding for a potential project to connect the two Rail Trail end points that are in the community.

Austin stated that the purpose of the meeting is to educate the folks quickly on what the project is and to seek public input on that. Austin stated there have been a lot of questions that have come up about this and to facilitate that, they have put together a "Frequently asked Questions" list and there are several copies.

Austin then showed a map of the trail and stated this is a map of 125-mile Rail Trail System that starts in Owasso and goes to the east, goes through St. Johns, Ionia, Saranac, and terminates in Lowell at South Division, just south of the Grand River where the bridge is. Austin stated that it picks up again on Foreman Street next to Metric Manufacturing, proceeds north to Belding, to Greenville, and then east to Alma. The only gap in the entire 125-mile section is here in Lowell, and that's a good thing, because the reason we don't have a rail gap is we have a thriving business here in the community who still uses the rail, so we don't have an abandoned rail, but as such, they've had to look at different ways to connect those two rail trail end points. Austin stated when completed, this will be the fifth largest continuous rail trail in the country.

Austin stated that back in 2013, the DNR and the National Park Service did a master plan of this entire route to look at how they would complete it and at that time, they identified Lowell as the hub

community in the trail way system. Austin stated that in 2015, the DNR helped fund a study to look at options for connecting these two points because we don't have an abandoned rail, so we had to look at ways of getting from Foreman Street down to South Division. So, that study was done and they looked at a lot of different options.

Austin then presented the map showing the proposed route as it exists today, showing from Foreman Street that ends and goes to Belding. The existing LARA Trail goes down Foreman Street and connects to Gee Drive to Alden Nash, goes up to the High School and the Wittenbach Wege Nature Center to the north and to the south, they've started the construction, which will be completed this spring, to go from Gee Drive to Main Street to Alden Nash.

Austin explained the next Phase of the LARA Trail going down Bowes Road and going through Stoney Lakeside Park. After Stoney Lakeside Park, it would go back up onto the street and replacing the existing sidewalks on Bowes Road from Pleasant Street to Hudson Street, which would be in the road right of way of folk's houses. There will be a new light at Hudson and Bowes as part of the South Broadway construction, which will give the trail a protected crossing with the light.

Austin stated that where they want to go is across the Flat River and the Grand River and they might use the islands that are in the rivers. This would join with the North Country Trail and also provide a spur up to the north to get to Front Street, which would connect to the downtown area.

Austin stated that he is coming back to City Council on March 19th and ask them to consider a Resolution that will authorize the City to submit the application. Austin stated that the next LARA meeting will be held on Wednesday, March 14th.

Jim Pfaller of 810 Bowes Road stated he had a couple of points to make. First of all, I apologized for my lack of trust. I've lived on Bowes Road for thirty-six years and a few years ago, I met with the engineers from Lowell Light and Power and we were told there's going to be three trees removed, there's been one hundred and fifty removed when they put power line up. So, things changed when the chain saws start and when the bulldozers start and all of that. So, I'm real reluctant to say yeah, this is not going to impact me or there will be minimal impact because it's going to end up being more than what shows on paper.

Pfaller continued - I'm curious of why LARA hasn't approached every one of the proposed property owners up to this point. I know there's going to be time in the future, but for a public hearing, I feel everybody should have been contacted. When I contacted my neighbors, "do you know this is being discussed?" "no idea", so, I feel there is a failing there. If the LARA board can work with Light and Power to remove the telephone poles and put the line underground, I still don't want it in my front yard. I think spending five million dollars to build four miles worth of trails in the City, whether it's City money, State money, DNR money, I think it's irresponsible when we can't maintain our streets and it sends a bad message to the citizens. Yes, we're going to spend this money, but we can't maintain our streets. And, the reconstruction of Bowes Road and Broadway Street, blocking it off at Main Street and putting a light at the end of Bowes Road, is going to create higher traffic counts on Bowes Road, and we've got a problem with speed on Bowes Road right now and in my opinion, it is going to increase the truck traffic on Bowes Road and with a trail that close, I think it is going to cause problems and I don't want more traffic there when there is enough there already.

John Betit of 680 Bowes Road as of August stated I'm new to Lowell, I think it's a great town, I definitely did not know anything about this, I was approached by some neighbors, I don't feel too strong about it and the reason for that is, I am a mountain biker and I have to travel through all sorts of

towns to get to different trails, you know, I got trails to ride. I understand the fact that they want to connect all the trails, but if you think about it, and there's a lot of rail trails already existing. That's my opinion, that's why there's bike racks for cars. You know, big thing that States are trying to push is "share the road" for cyclists. I feel that they abide by the laws and that's pretty fair, you know. I'm just not really for it, you know, especially just moving and finding out they're gonna take ten feet. To me, that's a big deal. I do know that right in front of the house, there's signs for gas lines too, so gas lines have to be relocated, I'm not sure. Winter time, am I going to be in charge of clearing out a ten-foot path of my house, so, just some concerns I have.

Mark Mundt of 800 Bowes Road spoke as a taxpayer and not a contractor to the City. I'm going to bounce around a little bit, but my neighbor mentioned a little bit about it, but try to keep our property up on Bowes Road and I mentioned that last time I was here and we have some nice looking homes along there. But, Bowes Road has been a recipient of many failed experiments over the years, one of them he mentioned, cutting a hundred and fifty trees down.

Mundt continued - we try to keep our places nice and they come through and cut all this stuff down. The next experiment was putting the substation down at the other end of Bowes Road and decided we needed power lines down both sides of the road because Lowell Light and Power was too cheap to bury them. Again, it looks like an industrial park and it's a residential area, failed experiment. One of the board members, I believe, resigned because he was so embarrassed about how bad that looked when they got done. They stopped doing clear-cutting after they went down Bowes Road because that was decided it wasn't a good idea either.

Mundt continued - now, we're going to put a ten-foot wide piece of driveway down in everybody's front yard for people to walk on. Another failed experiment. We don't know if people are going to come and use these trails, there's studies that say they might, I don't know that, I'm not a trail person though, so I don't have any sympathy for that. We already have a sidewalk that goes from one end of Bowes Road to the other, perfectly good sidewalk, some of it paid for through private people, meaning they paid for it themselves and you're going to come through and tear it up and replace it with blacktop, which you can't put a blacktop sidewalk in this City I don't believe. And I know this isn't a sidewalk, it's a trail, but I don't think you can put a blacktop sidewalk in this City, but you're asking us to replace our cement sidewalk with blacktop.

Mundt continued - Right of Way-I was told that if it wasn't for those power poles and they didn't need an easement from us, they'd just put it in anyway. Well, that might be true in theory, but I'm here to ask you as our representatives to make sure that they don't come through and decimate our front yards like this. You have a right to stop this. You said you are going to be asked to authorize the Resolution for them to go for the grant. You can vote no, it's okay. It does not have to be ten foot wide, the reason it needs to be ten foot wide, according to them, which is true, is because of the grants they're applying for. If they weren't applying for those grants, you can put in any trail that you want. Mundt continued - Cascade does not have ten foot wide trails/walking paths because they paid for them themselves. They chose, as a community, to vote a bond issue and put those in and they get to set their own rules when they do it that way. So, don't fall for everything you're hearing. Some of this is "half

baked" let's say. It sounds good, but there might be a little more truth there if you fare in a little bit and ask the right questions. That is all, thank you for your time.

Ryan Sullivan of 890 Bowes Road spoke stating my wife and I, and two small children just moved in at the end of September of this year. I can say that we moved to this community because it was a nice small community with nice neighborhoods, where we felt our children could have plenty of property and land in our front yard to move about, where we could grow into and be a part of the neighborhood. I can tell you that if that trail was in front of our house before we bought the property, we would not have bought it. I think it encroaches on everybody's driveways, people with parking scenarios; there isn't any parking on Bowes Road, so if I was having a family gathering and I had four cars in my driveway, now I'm blocking the trail. It's going to be all that way all down Bowes Road and people's property.

Sullivan continued - I think it increases the traffic level down Bowes Road with the stop light, which as others mentioned, the traffic moves very quickly. I would actually love to see stop signs, more stop signs on Bowes Road, actually, right at my corner at Center and Bowes, something to prevent more speeding. I do agree that I think there's better ways for committee's time to be spent within the community, finding projects that the community can gather around versus possibly potential use for people using these trails, but, we don't really know. I can say that the short time I've been there, we have a very nice sidewalk, as others have mentioned it runs all the way down Bowes Road and really only sees traffic usage from a small handful of neighbors that use it on a daily basis, maybe a few children going to Stoney Lakeside Park. My wife and I will be opposed to the trail and I hope you can see concerned citizens here tonight opposing it and understand people's concerns.

Cliff Yankovich of 329 North Monroe and also owns a business on Main Street and that's the main reason I'm here to support the connecting of the trails. Up until today, I was not aware of the problems with running in front of people's yards and I certainly respect that. Hopefully, we can get something worked out. The reason I think it would be important to connect all these dots, I know there's no way to prove the trails would get used, but all you have to do is go up to Rockford on a Saturday or Sunday and take a look at what goes on there, bikes, walkers, all kinds of people up and down, their trails do get used. Something that rang my bell when we had the Chamber dinner a couple of weeks ago, was that if all of these pieces are put together, it would be the fifth largest trail in the country and Lowell's kind of right in the middle of it.

Yankovich continued - and if you put in the fact that we are the home of the North Country Trail's Home office, and I've said it here in the past, that I'd like to see a campground go in, Jim Hall's name was mentioned earlier, I think that's a genius idea when the fair moves. Liz Baker gets calls all the time from people looking for campgrounds and to me, it makes every bit of common sense to have a place where people can camp and the trails would tie it all together nicely. So, I'm hoping that you guys or LARA can find a way to accommodate everybody's concerns and still get all of these dots connected.

Chantel Kuiper of 976 Bowes Road stated she would be right at the corner of where it would come up the side yard and across the front yard, so, right along my two children's windows and along the front

of my house, taking up hundreds of square feet of my property. I only just brought the house this summer, I was very excited, much like my new neighbors, to be part of a small community, a thriving community, safe, friendly, and the thought of this trail, yes, I like the idea of a trail and connecting things, but we have that, we have a sidewalk, we have places for people to come and go and I can't image the lack of privacy that we'll now have with a ten foot wide trail in our own personal yard, running next to my children's bedroom doors.

Kuiper continued - I can't image people being out there in the middle of the night all hours, doing whatever they want, the litter, people throwing stuff all over our property that we'll now have to go and clean up. Now, we can put our trust in the City that they are going to maintain it and it will be shoveled and cleared, but what about our land? That entire section of my property, down the yard, that's my privacy, I have all my trees there. The privacy is the reason that I purchased the house, if I would have known this, coming to buy this house and becoming part of a great community, great schools and great people, I mean, I would never have bought that house and I can't imagine in years to come, when we turn around and want to sell it, other people would want to purchase our home.

Kuiper continued - I have spent the entire summer fixing the inside of the house. I've had to put time with my children aside so I could invest in this home and make it better for the City of Lowell and it's just so disappointing, especially the fact, that nobody reached out to me, a homeowner, that's affected by this. Never once did I hear about it until my neighbors came knocking on my door last Tuesday and said, "hey, did you hear about this"? No, I mean, the people who are affected most should be the people that are heard from first and if my neighbor didn't come down knocking on my door, I would have never known. I probably wouldn't have known until they were tearing stuff out in my front yard.

Kuiper continued - ten feet is a very large amount of space across, and I think I read somewhere as well that there's an extra two-foot shoulder or something alongside that too. My front yard is gone; my neighbor's front yards are gone. So, now my children go out to play and we're supposed to expect that on our property, our children are allowed to play and be safe and comfortable, in our home, on our property, but there's going to be so many people running through it. I definitely don't support this and I'm extremely disappointed. If it was something smaller, something that didn't tear up everyone's everything, then maybe, but, I mean, it's astronomical in the price that it's going to cost to build it when there's perfectly good existing pathways.

Betsy Davidson, a Lowell Area Recreation Authority board member stated their board and the Fred Meijer River Valley Rail Trail group have and many community leaders have been working on this rail trail connection project for over ten years. The map submitted is LARA's preferred route option, which touches many City parks and other City features and by deciding to allow us to move forward to submit these grants is not forcing the trail on anyone along Bowes Road. We will have until October to work with property owners along Bowes Road and give them the facts about the Rail Trail and how we can work together with them making improvements to their property where the trail goes through.

There's a bigger picture here than just Lowell, its regional and the trail will be available for generations to come. The route is the best chance to get funding from the state. So, we're hoping that the residents here tonight can read the facts that we put together and hopefully, they'll allow us to talk to them moving forward and figure out a plan for each property owner so, that's our goal and intent. I apologize if we didn't contact you directly yet, but we will be, our plan was to contact each property owner.

City Clerk Susan Ullery then read a letter from the Main Street Inn Manager Heather Strejc, which read – Dear City Council, I just wanted to let you know we at the Main Street Inn fully support the completion of the Trail System thru Lowell. Over the last five years, we have watched this community blossom and grow and are excited to see safe and healthy activities continue to increase things for visitors to do here in Lowell. Please do what you can to see that this happens.

b. Showboat Engineering Services C. Fly Marine Services, LLC.

Assistant City Manager Rich LaBombard explained as part of the rebuild the Showboat project, it is necessary to enlist the services of a qualified firm to design and engineer the new structure and provide a set of plans and specifications for bidding the construction vessel. As directed by the Showboat working group, the City owner's representative – Chris Chamberlain – solicited quotes for professional services from a number of engineering firms qualified in engineering and design of maritime vessels. Chamberlain received four quotes total and the Showboat working group recommended the selection of C. Fly Marine Services, LLC of Madisonville, Louisiana.

IT WAS MOVED CANFIELD and seconded by CHAMBERS to approve C. Fly Marine Services, LLC bid of \$70,000 for the engineering and design of the new Lowell Showboat, plus additional expenses as requested by the City; and subject to approval of a finalized legal agreement between the City and C. Fly Marine, LLC that will be reviewed and approved by the City Manager and City Attorney.

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

NO: None. ABSENT: 1.(Salzwedel) MOTION CARRIED.

c. LARA Trail Maintenance Memorandum of Understanding.

City Manager Mike Burns stated at the December 4, 2017 City Council Meeting the City Council directed him to work with the Lowell Area Recreation Authority and Lowell Area Schools to develop a memorandum of understanding to maintain the trail. With the trail system expanding and the addition of the Alden Nash section; and more plans are developed for new trails, the City is not in a position to continue to support routine maintenance of a non-city owned asset. The Department of Public Works proposed to return routine trail maintenance activities back to LARA and further proposed to formalize the division of responsibilities of trails and routine maintenance activities with a Memorandum of Understanding.

IT WAS MOVED BY PHILLIPS and seconded by CANFIELD to approve the Memorandum of Understanding between the Lowell Area Recreational Authority, Lowell Area Schools, and the City of Lowell regarding maintenance of the Lowell Area Recreational Authority Trail as presented.

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

NO: None. ABSENT: 1.(Salzwedel) MOTION CARRIED.

d. Resolution – 07-18 – Greater Grand Rapids Hazardous Mitigation Plan.

City Manager Mike Burns explained that in order for the City of Lowell to be eligible for any potential FEMA funds, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre-and post-disaster mitigation grant programs. This plan is updated every five years.

Michigan State Police/Emergency Management Division and Federal Emergency Management Agency Region V officials have reviewed the updated Hazard Mitigation Plan and the Kent County Board of Commissioners approved the official adoption. Every jurisdiction in Kent County needs to approve the updated plan to be eligible.

IT WAS MOVED BY DEVORE and seconded by CHAMBERS to approve Resolution 07-18 as presented.

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

NO: None. ABSENT: 1.(Salzwedel) MOTION CARRIED.

8. BOARD/COMMISSION REPORTS.

Councilmember Phillips stated his last meeting was cancelled.

Councilmember Canfield had no report.

Councilmember Chambers had no report.

Mayor DeVore stated the Fire Authority meeting for March was cancelled and the next meeting will be April 9, 2018 at 3:30. DDA was rescheduled for March 15, 2018. The next Vision meeting will be held on March 20, 2018 at the superintendent's building.

9. MANAGER'S REPORT.

City Manager Mike Burns reported on the following:

- Update on the flood and pumping into the river.

- Governor has not declared a State of Emergency, not sure if he will.
- Concerns at last meeting on Broadway Street. Construction will begin on March 12, 2018.
- Hired new Deputy Clerk. Amy Brown will start on March 19th.
- Wayfinding Project moving along.
- Changed the date with Lew Bender, he will be here on March 28 at the fire department at 5:00 p.m.
- Budget session will be on April 28, beginning at 10:00 a.m.
- Dan Burden will be here to conduct a walkability study on May 15, 2018.

10. APPOINTMENTS.

None.

11. COUNCIL COMMENTS.

Councilmember Phillips thanked Rich, Chief Bukala, all departments and staff for their hard work and dedication during the flood. He also thanked the citizens for coming out and expressing their concerns to the Council. A good week was wished to all.

Councilmember Canfield thanked the DPW, LPD and everyone who helped with the flood. The National Weather Service misjudged, with their moderate predictions, but fortunately the DPW and police department were ready and handled it well. Councilmember Canfield also thanked all the citizens for showing up and expressing their opinions about the trail. As we've said numerous times, this won't be forced on anybody; this is a decision that will be made by the property owners if we can find a way to make it work. Canfield stated that he thinks it will be good for the community and the residences. It provides opportunities for safe recreation and we'll just try to work through this process. Canfield stated that Dave Austin is very good at this, he's done it with a lot of communities, he's found ways to make it work for people and confident that we can get through this and be a better community because of it.

Councilmember Chambers thanked the citizens for stepping up tonight and voicing their opinions. Chambers promised that it didn't fall on deaf ears. He met with some concerned citizens but would like to meet with others as well and urged those that he hasn't spoken with yet to stop by Red Barn Consignments to leave their name and address and a time when he can meet with them. Chambers also thanked everyone involved with the flood. The situation was handled very well.

Mayor DeVore thanked everyone for coming out and he was glad that whatever direction you take, you're passionate about this trail. DeVore agreed with Councilmember Canfield, stating we will not shove it down anyone's throat. He also stated he had plans to stay in town for the flood thinking that he could be of some help, but that turned up not be the case, which is a compliment to everybody else. Mark Mundt was on top of the issue at the Wastewater Treatment Plant and Mike Burns was on top of everything within the City. This was probably the best line of communication we've had during any other issue. DeVore thanked the LPD and Assistant City Manager Rich LaBombard for holding it together during the meetings held. It kept everyone on the same page.

12. ADJOURNMENT.

IT WAS MOVED BY PHILLIPS and seconded by CHAMBERS to adjourn at 7:53 p.m.

YES: 4. NO: NONE. ABSENT: 1. MOTION CARRIED.

DATE:

APPROVED:

Mike DeVore, Mayor

Susan Ullery, City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

Resolution No. 07-18

At a regular meeting of the Lowell City Council held at the Lowell City Hall on March 5, 2018, at 7:00 PM, the following resolution was offered by Mayor DEVORE and supported by Councilmember CHAMBERS:

A RESOLUTION TO ADOPT A HAZARD MITIGATION PLAN

WHEREAS, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post- disaster mitigation grant programs; and

WHEREAS, Michigan State Police/Emergency Management Division and Federal Emergency Management Agency Region V officials have reviewed the updated Hazard Mitigation Plan and approved it contingent upon this official adoption; and

WHEREAS, the City Manager recommends the adoption of the updated Hazard Mitigation Plan; and

WHEREAS, this item has been reviewed and recommended by the City Manager for approval by the Lowell City Council.

NOW, THEREFORE BE IT RESOLVED, that the Lowell City Council hereby approves the adoption of the updated Hazard Mitigation Plan as an official plan and submit it to the Michigan State Police/Emergency Management Division and Federal Emergency Management Agency Region V officials to enable Lowell's Hazard Mitigation Plan's final approval.

Yes: Councilmembers Chambers, Canfield, Mayor DeVore, Councilmembers Salzwedel and Councilmember Phillips

No: None

Abstain: None

Absent: None

CERTIFICATION


I, Susan Ullery, Lowell City Clerk, hereby certify that the foregoing is a true and original copy of the resolution adopted by the Lowell City Council Regular Meeting held on March 5, 2018 at 7:00 PM.


Susan Ullery

City Clerk



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: March 8, 2018
TO: Michael T. Burns
FROM: Suzanne M. Olin 
RE: Kent Intermediate School District –
Collection of Summer Property Taxes

As in previous years, the Kent Intermediate School District has requested that the City collect the 2018 summer property taxes for the district. The City collects the Kent Intermediate School District property taxes at no fee in exchange for retaining earned interest while the monies are deposited in city accounts.

Recommended Motion: That the Lowell City Council approve the request from the Kent Intermediate School District to collect the 2018 summer property taxes for the district at no fee in exchange for retaining earned interest while the monies are deposited in city accounts.

December 1, 2017

TO: Taxing Units of Government Within Kent Intermediate School District

FROM: Claudia Bajema, Board Secretary

RE: Summer 2018 Property Tax

Enclosed is a copy of the resolution passed by the School Board of the Kent Intermediate School District whereby the Board, pursuant to statute, has determined to impose a summer property tax levy in 2018 of all school district property taxes.

CB/ld

Enclosure

SUMMER TAX COLLECTION RESOLUTION

SCHOOL BOARD MINUTES

KENT INTERMEDIATE SCHOOL DISTRICT

Grand Rapids, Michigan

November 13, 2017

A regular meeting of the School Board of said school district was held at 2930 Knapp, N.E. in said district on the 20th day of November, 2017, at 6:00 p.m.

The meeting was called to order by President Haidle.

Members Present: Bajema, Drake, Joseph and Haidle

Members Absent: _____

The following preamble and resolution were offered by Member Bajema and supported by Member Joseph.

WHEREAS, this School Board by resolution of November 20, 2017, determined to impose a summer property tax levy to collect all of school property taxes, including debt services, upon property located within the intermediate school district, beginning with 1983, and continuing from year to year until specifically revoked by this School Board.

NOW, THEREFORE BE IT RESOLVED THAT:

1. This School Board, pursuant to 1976 PA 451, as amended, hereby invokes for 2018 its previously adopted ongoing resolution imposing a summer property tax levy of all school property taxes, including debt service, beginning with 1983, and continuing from year to year until specifically revoked by this School Board, and requests each city and/or township in which this district is located and in which a local school district or city is concurrently imposing a summer tax levy to collect those summer taxes.

2. The Superintendent or his designee is authorized and directed to forward to the governing body of each city and/or township which comprise Kent ISD and in which a local school district concurrently is imposing a summer tax levy a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2018 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be sent so that they are received by the appropriate governing bodies before January 1, 2018.


3. The Superintendent or his designee is authorized and directed to negotiate on behalf of this District with the governing body of each city and/or township in which the district is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under MCLA 380.1611 or MCLA 380.1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members Drake, Joseph, Bajema and Haidle.


Nays: Members _____.

Resolution declared adopted.



Claudia Bajema, Secretary
Kent Intermediate School District

The undersigned, duly qualified and acting Secretary of the School Board of Kent Intermediate School District, Grand Rapids, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said School Board at a regular meeting held on November 20, 2017, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).




Claudia Bajema, Secretary
Kent Intermediate School District

APPLICATION FOR FIREWORKS DISPLAY PERMIT
Michigan Department of Energy, Labor, & Economic Growth
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

2018

Authority: 1988 PA 358
Compliance: Voluntary
Penalty: Permit will not be issued

The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.

<input checked="" type="checkbox"/> PUBLIC DISPLAY		<input type="checkbox"/> AGRICULTURAL PEST CONTROL	Date of Application <u>03/5/18</u>
Name of Applicant <u>MELROSE PYROTECHNICS, INC.</u>	Address <u>P.O. BOX 302, KINGSBURY, IN 46345</u>		Age (18 or over)
If a Corporation, Name of President <u>MICHAEL CARTOLANO</u>	Address <u>P.O. BOX 302, KINGSBURY, IN 46345</u>		
If a Non-resident Applicant: Name of MI Attorney or Resident Agent <u>MIKE VAN LOO</u>	Address <u>P.O. BOX 123; 9019 W. BELDING RD, SUITE 3., BELDING, MI 48809</u>		Phone No. <u>(616) 794-0205</u>
Name of Pyrotechnic Operator <u>RANDY LOVELAND</u>	Address <u>P.O. BOX 123, BELDING, MI 48809</u>		Age (18 or over) <u>64</u>
No. Years Experience No. Displays <u>20 YEARS 260+</u>	Where <u>MICHIGAN, ILLINOIS, INDIANA</u>		
Name of Assistant: <u>BRIAN LOPER</u>	Address <u>P.O. BOX 123, BELDING, MI 48809</u>		Age <u>51</u>
Name of Other Assistant: <u>DAVE ENBODY</u>	Address <u>P.O. BOX 123, BELDING, MI 48809</u>		Age <u>44</u>
Exact Location of Proposed Display <u>STONEY LAKESIDE PARK, 1200 BOWES ROAD, LOWELL, MI</u>			
Date of Proposed Display <u>July 14, 2018</u>		Time of Proposed Display <u>Dusk</u>	
No. Of Fireworks	Kind of Fireworks to be Displayed		
<u>Approximately 500</u>	<u>Aerial display shells ranging in size from 2.5 inches to 6 inches in diameter.</u>		
Manner & Place of Storage Prior to Display (Subject to Approval of Local Fire Authorities)			
<u>NO STORAGE NECESSARY, DELIVERED ON DATE OF DISPLAY</u>			
Amount of Bond of Insurance (to be set by local gov't) <u>\$5,000,000.00</u>		Name of Bonding Corporation or Insurance Company <u>BRITTON-GALLAGHER & ASSOCIATES</u>	
Address of Bonding Corporation or Insurance Company <u>6240 SOM CENTER RD., CLEVELAND, OH 44139</u>			
Signature of Applicant 		<u>For Melrose Pyrotechnics, Inc.</u>	

SEE OTHER SIDE FOR INSTRUCTIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2018

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No. Ext): 216-658-7100 FAX (A/C, No.): E-MAIL: ADDRESS:														
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B : Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER C : Travelers Indemnity Co.</td><td>25658</td></tr><tr><td>INSURER D : Maxum Indemnity Company</td><td>26743</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Everest National Insurance Company	10120	INSURER C : Travelers Indemnity Co.	25658	INSURER D : Maxum Indemnity Company	26743	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 449036544

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	SI8ML00042-181	1/15/2018	1/15/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00025-181	1/15/2018	1/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		EXC6017975	1/15/2018	1/15/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0323N491 (MI)	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
DISPLAY DATE: July 14, 2018
LOCATION: Stoney Lakeside Park, Lowell MI
ADDITIONAL INSURED: Lowell Area Chamber of Commerce; Liz Baker; City of Lowell, MI; The Laurels of Kent

CERTIFICATE HOLDER

Lowell Area Chamber of Commerce
Liz Baker
113 Riverwalk Plaza
Lowell MI 49331

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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FIREWORKS DISPLAY PERMIT
Michigan Department of Energy, Labor, & Economic Growth
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

2018

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
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This permit is not transferable. It authorizes the resident wholesale dealer or jobber named below to have in his or her possession fireworks of any type, for sale only to holders of permits for public display or agriculture control.

☒ PUBLIC DISPLAY

☐ AGRICULTURAL PEST CONTROL

Issued To <u>MELROSE PYROTECHNICS, INC.</u>		Age (18 or over)
Address <u>P. O. BOX 123; 9019 W. BELDING RD, SUITE 3, BELDING, MI 48809</u>		
Name of Organization, Group, Firm, or Corporation <u>Lowell Area Chamber of Commerce</u>		
Address <u>113 Riverwalk, Lowell, Michigan</u>		
Number and Types of Fireworks <u>Approximately 500 aerial display shells ranging in size from 2.5 inches to 6 inches in diameter.</u>		
Exact Location of Display <u>Stoney Lakeside Park, 1200 Bowes Road</u>		
City, Village, Township <u>Lowell, MI</u>		Date <u>July 14, 2018</u>
Bond or Insurance Filed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Time <u>Dusk</u>
		Amount <u>\$5,000,000.00</u>

Issued by action of the ☐ council ☐ commission ☐ board of the

☐ city ☐ village ☐ township of _____
(Name of City, Village, Township)

on the _____ day of _____,

(Signature and Title of Council/Commission/Board Representative)

Lowell Chamber of Commerce

6" Shells; No Angles

East end of Lake, Off S. Center Street; Lowell, MI

MVL 1/21/13



Operator: Center of setup area is 420' South from End of drive on 2 track.

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
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PAID

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Vendor Code	Vendor Name	Description	Amount
Invoice			
01513	ADDORIO TECHNOLOGIES, LLC		
	7391	PROFESSIONAL SERVICES - DPW	120.00
TOTAL FOR: ADDORIO TECHNOLOGIES, LLC			120.00
10537	ADVANCED HYDROVAC INC		
	9577	WATER DEPT R&M - 217 S HUDSON	1,900.00
TOTAL FOR: ADVANCED HYDROVAC INC			1,900.00
10735	A-E LOCK AND SAFE LLC		
	3537	CITY HALL R & M	85.00
TOTAL FOR: A-E LOCK AND SAFE LLC			85.00
02542	ARBOR DAY FOUNDATION		
	2/18 -2/19	ANNUAL MEMBERSHIP - LA BOMBARD, RICH	10.00
TOTAL FOR: ARBOR DAY FOUNDATION			10.00
10327	AUTOMATED BUSINESS EQUIPMENT		
	19333	FOLDING MACHINE SERVICE CONTRACT	800.00
TOTAL FOR: AUTOMATED BUSINESS EQUIPMENT			800.00
00045	BARTLETT, SANDY		
	2/28/2018	MILEAGE & PAYROLL FOR FEB 2018	764.52
TOTAL FOR: BARTLETT, SANDY			764.52
00050	BERNARDS ACE HARDWARE		
	FEB 2018	ACCOUNT STATMENT	290.32
TOTAL FOR: BERNARDS ACE HARDWARE			290.32
10686	BETTEN BAKER		
	FEB 2018	ACCOUNT STATEMENT	22.25
TOTAL FOR: BETTEN BAKER			22.25
10532	BROWN, CASEY		
	769567	AIRPORT OFFICE FURNITURE	585.48
TOTAL FOR: BROWN, CASEY			585.48
00084	CANFIELD PLUMBING & HEATING IN		
	I65440	AIRPORT BUILDING R & M	848.00
TOTAL FOR: CANFIELD PLUMBING & HEATING IN			848.00
REFUND TAX	CARROLL JUDD T DMD PC		
	03/15/2018	2017 Win Tax Refund 41-50-72-003-965	37.77
TOTAL FOR: CARROLL JUDD T DMD PC			37.77
10493	COMCAST CABLE		
	3/18 - 4/17/18	ACCOUNT STATEMENT	149.85
	3/8 - 4/7/2018	ACCOUNT STATEMENT	129.85
TOTAL FOR: COMCAST CABLE			279.70
10509	CONSUMERS ENERGY		
	FEB 2018	ACCOUNT STATEMENT	6,334.52
TOTAL FOR: CONSUMERS ENERGY			6,334.52

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Vendor Code	Vendor Name	Invoice	Description	Amount
10677	CRC			
	268776		FLOOD PUMPS & HOSES	3,006.25
	268865		PUMPS - FLOOD 2018	1,553.00
TOTAL FOR: CRC				4,559.25
01156	CURTIS CLEANERS			
	FEB 2018		ACCOUNT STATEMENT	335.75
TOTAL FOR: CURTIS CLEANERS				335.75
00148	DICKINSON WRIGHT PLLC			
	1236405		LEGAL SERVICES - KCYAA	240.50
	1236406		LEGAL SERVCIES - FIRE STATION MAINT	148.00
	1236407		LEGAL SERVICES	1,905.50
TOTAL FOR: DICKINSON WRIGHT PLLC				2,294.00
00744	ETNA SUPPLY COMPANY			
	S102530320.001		WATER DEPT R & M	120.00
TOTAL FOR: ETNA SUPPLY COMPANY				120.00
10693	FERGUSON ENTERPIRSES, INC.			
	0040119		WATER DEPT R & M	1,357.86
TOTAL FOR: FERGUSON ENTERPIRSES, INC.				1,357.86
10673	FERGUSON WATERWORKS			
	0017706		WATER DEP R & M	651.80
	0031613		WATER DEPT R & M	4,386.78
TOTAL FOR: FERGUSON WATERWORKS				5,038.58
10736	FERRIS STATE UNIVERSITY			
	289		PROFESSIONAL DEVELOPMENT	283.59
TOTAL FOR: FERRIS STATE UNIVERSITY				283.59
10413	GR CENTRAL IRON & STEEL INC			
	1354		EQUIP FUND (INV#262675)	260.00
TOTAL FOR: GR CENTRAL IRON & STEEL INC				260.00
00225	GRAND RAPIDS COMMUNITY COLLEGE			
	2/16 - 2/28/2018		TAX DISBURSEMENT	484.10
	3/14/2018		2017 IFT	184.10
TOTAL FOR: GRAND RAPIDS COMMUNITY COLLEGE				668.20
10733	GRATTAN TOWNSHIP			
	1/8/2018		MAMC - AMY BROWN	600.00
TOTAL FOR: GRATTAN TOWNSHIP				600.00
01508	GTW			
	150026		EQUIP FUND SUPPLIES	31.59
TOTAL FOR: GTW				31.59
10455	HAROLD ZEIGLER			
	125560		EQUIP R & M	248.63
TOTAL FOR: HAROLD ZEIGLER				248.63

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Vendor Code	Vendor Name	Invoice	Description	Amount
00710	HAROLD ZEIGLER FORD, INC.	198639	POLICE VEHICLE R & M	461.98
TOTAL FOR: HAROLD ZEIGLER FORD, INC.				461.98
00248	HOOPER PRINTING	53924	ENVELOPES	8.01
TOTAL FOR: HOOPER PRINTING				8.01
02463	HYDROCORP	0046266-IN	CROSS CONNECTION FEB 2018	937.00
TOTAL FOR: HYDROCORP				937.00
01970	KCI	267491	ASESSMENT NOTICE - PERSONAL	383.86
TOTAL FOR: KCI				383.86
00291	KENT COUNTY ROAD COMMISSION	27763	TRAFFIC SIGNAL BOWES/HUDSON	516.03
TOTAL FOR: KENT COUNTY ROAD COMMISSION				516.03
00300	KENT COUNTY TREASURER	2/16 - 2/28/2018	TAX DISBURSEMENTS & 2017 IFT	11,145.65
TOTAL FOR: KENT COUNTY TREASURER				11,145.65
00303	KENT DISTRICT LIBRARY	2/16 - 2/28/18	TAX DISBURSEMENT	5,568.20
		3/14/18	2017 IFT	132.20
TOTAL FOR: KENT DISTRICT LIBRARY				5,700.40
00302	KENT INTERMEDIATE SCHOOL DIST.	2/16 - 2/28/2018	TAX DISBURSEMENT	1,543.00
		3/14/2018	2017 IFT SUMMER	3,882.02
TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST.				5,425.02
10627	KIESLER'S POLICE SUPPLY, INC	0846513	POLICE EQUIPMENT	445.84
TOTAL FOR: KIESLER'S POLICE SUPPLY, INC				445.84
01374	LOWELL AREA HISTORICAL MUSEUM	2/16 - 2/28/2018	TAX DSIBURSEMENT	65.93
		3/14/2018	2017 IFT TAX	25.06
TOTAL FOR: LOWELL AREA HISTORICAL MUSEUM				90.99
00562	LOWELL AREA SCHOOLS	2/16 - 2/28/2018	TAX DISBURSEMENT	43,497.46
TOTAL FOR: LOWELL AREA SCHOOLS				43,497.46
00330	LOWELL LEDGER	FEBRUARY 2018	ACCOUNT STATEMENT	1,058.37
TOTAL FOR: LOWELL LEDGER				1,058.37
01794	MUNDT, THERESA	3/3/2018	SAM'S CLUB SUPPLIES	27.44
TOTAL FOR: MUNDT, THERESA				27.44

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Vendor Code	Vendor Name	Invoice	Description	Amount
01499	NAPA AUTO PARTS	FEB 2018	ACCOUNT STATEMENT	259.41
TOTAL FOR: NAPA AUTO PARTS				259.41
00480	OLIN, SUZANNE	3/14/2018	.DDA LUNCH	30.37
TOTAL FOR: OLIN, SUZANNE				30.37
00501	PHILLIPS, TODD	3/9/2018	WATER CHEMISTRY COURSE MILEAGE	189.66
TOTAL FOR: PHILLIPS, TODD				189.66
01270	PLUMMERS ENVIRONMENTAL SERVICE	1865547	JETTED SANI SEWER - HUDSON (BETWEEN GRAND & OTTAW	281.25
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICE				281.25
10130	RASHID, JEFFREY	FEB 2018	ASSESSING EXPENSES	39.79
TOTAL FOR: RASHID, JEFFREY				39.79
10133	RED CREEK	82R00413	TRASH SERVICE	344.81
TOTAL FOR: RED CREEK				344.81
10732	REVIZE LLC	*6370	WEB SERVICES	1,455.00
TOTAL FOR: REVIZE LLC				1,455.00
02248	RIVERSIDE INTEGRATED SYSTEMS INC.	139306	CITY HALL ANNUAL MONITORING FEES	540.00
TOTAL FOR: RIVERSIDE INTEGRATED SYSTEMS INC.				540.00
10378	RUESINK, KATHIE	689/690	CLEANING SERVICES	510.00
TOTAL FOR: RUESINK, KATHIE				510.00
02575	SELF SERVE LUMBER	FEB 2018	ACCOUNT STATEMENT	181.94
TOTAL FOR: SELF SERVE LUMBER				181.94
10734	SHARE CORPORATION	46689	PRY BAR SET	230.96
TOTAL FOR: SHARE CORPORATION				230.96
10197	STATE OF MICHIGAN	3/14/18	2017 IFT TAX	6,281.46
TOTAL FOR: STATE OF MICHIGAN				6,281.46
10341	STATE OF MICHIGAN	551-509190	FEBRUARY LIVE SCAN	336.00
TOTAL FOR: STATE OF MICHIGAN				336.00
02032	STEALTH PEST MANAGEMENT LLC	JAN 2018	PEST CONTROL	180.00
TOTAL FOR: STEALTH PEST MANAGEMENT LLC				180.00

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
02473	SUPERIOR ASPHALT, INC.		
	54618	STREETS R & M	746.25
TOTAL FOR: SUPERIOR ASPHALT, INC.			746.25
10514	SUPPLYGEEKS		
	541857-0	OFFICE SUPPLIES	190.03
	541957-0	OFFICE SUPPLIES	8.64
TOTAL FOR: SUPPLYGEEKS			198.67
10457	THE BANK OF NY MELLON CORP. TRUST		
	252-2091380	WATER SUPPLY SYSTEM REV BOND 2012	200.00
TOTAL FOR: THE BANK OF NY MELLON CORP. TRUST			200.00
00633	TIP TOP GRAVEL CO.		
	044485	42.3 TONS WASHED SAND	251.69
	441695	74.10 TONS WASHED SAND	440.95
TOTAL FOR: TIP TOP GRAVEL CO.			692.64
10543	TRACTOR SUPPLY CREDIT PLAN		
	FEB 2018	ACCOUNT STATEMENT	260.87
TOTAL FOR: TRACTOR SUPPLY CREDIT PLAN			260.87
00651	USA BLUE BOOK		
	497360	WTP SUPPLIES	312.24
TOTAL FOR: USA BLUE BOOK			312.24
02277	VERIZON WIRELESS		
	9802575041	ACCOUNT STATEMENT	40.01
TOTAL FOR: VERIZON WIRELESS			40.01
10626	VISA		
	FEB 2018	VISA STATEMENT FEB 2018	2,053.95
TOTAL FOR: VISA			2,053.95
00692	WILLIAMS & WORKS INC.		
	84515	PROFESSIONAL SERVICES	3,430.00
TOTAL FOR: WILLIAMS & WORKS INC.			3,430.00
02205	WINZER CORPORATION		
	6062285	EQUIP FUND R & M	499.90
TOTAL FOR: WINZER CORPORATION			499.90
TOTAL - ALL VENDORS			116,868.24

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Fund 101 GENERAL FUND					
Dept 000					
101-000-085.000	DUE FROM LIGHT & POWER	AUTOMATED BUSINESS EQUIPM	FOLDING MACHINE SERVICE C	400.00	70902
101-000-085.000	DUE FROM LIGHT & POWER	COMCAST CABLE	ACCOUNT STATEMENT	21.64	70909
Total For Dept 000				421.64	
Dept 101 COUNCIL					
101-101-864.000	CONFERENCES & CONVENTIONS	VISA	VISA STATEMENT FEB 2018	220.50	70956
Total For Dept 101 COUNCI				220.50	
Dept 172 MANAGER					
101-172-864.000	CONFERENCES & CONVENTIONS	VISA	VISA STATEMENT FEB 2018	209.71	70956
Total For Dept 172 MANAGE				209.71	
Dept 209 ASSESSOR					
101-209-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	42.66	70950
101-209-860.000	TRAVEL EXPENSES	RASHID, JEFFREY	ASSESSING EXPENSES	39.79	70939
101-209-900.000	PRINTING	KCI	ASESSMENT NOTICE - PERSON	383.86	70926
101-209-900.000	PRINTING	LOWELL LEDGER	ACCOUNT STATEMENT	112.35	70933
Total For Dept 209 ASSESS				578.66	
Dept 210 ATTORNEY					
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES	1,905.50	70913
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVCIES - FIRE STA	148.00	70913
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES - KCYAA	240.50	70913
Total For Dept 210 ATTORN				2,294.00	
Dept 215 CLERK					
101-215-864.000	CONFERENCES & CONVENTIONS	GRATTAN TOWNSHIP	MAMC - AMY BROWN	600.00	70920
101-215-900.000	PRINTING	LOWELL LEDGER	ACCOUNT STATEMENT	583.94	70933
Total For Dept 215 CLERK				1,183.94	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	HOOPER PRINTING	ENVELOPES	8.01	70924
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	73.10	70950
101-265-740.000	OPERATING SUPPLIES	MUNDT, THERESA	SAM'S CLUB SUPPLIES	27.44	70934
101-265-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	8.64	70950
101-265-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE	60.45	70940
101-265-802.000	CONTRACTUAL	RIVERSIDE INTEGRATED SYST	CITY HALL ANNUAL MONITORI	540.00	70942
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES	330.00	70943
101-265-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	50.00	70948
101-265-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	21.64	70909
101-265-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	149.85	70909
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	1,897.21	70910
101-265-930.000	REPAIR & MAINTENANCE	A-E LOCK AND SAFE LLC	CITY HALL R & M	85.00	70898
Total For Dept 265 CITY H				3,251.34	
Dept 276 CEMETERY					
101-276-864.000	CONFERENCES & CONVENTIONS	VISA	VISA STATEMENT FEB 2018	277.21	70956
Total For Dept 276 CEMETE				277.21	
Dept 301 POLICE DEPARTMENT					
101-301-626.000	REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	FEBRUARY LIVE SCAN	336.00	70947
101-301-744.000	UNIFORMS	BERNARDS ACE HARDWARE	ACCOUNT STATMENT	4.49	70904
101-301-744.000	UNIFORMS	CURTIS CLEANERS	ACCOUNT STATEMENT	335.75	70912
101-301-744.000	UNIFORMS	VISA	VISA STATEMENT FEB 2018	17.53	70956
101-301-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	21.64	70909
101-301-930.000	R & M EQUIPMENT	KIESLER'S POLICE SUPPLY,	POLICE EQUIPMENT	445.84	70930
101-301-930.000	R & M EQUIPMENT	VISA	VISA STATEMENT FEB 2018	34.37	70956
101-301-931.000	R & M POLICE CARS	BETTEN BAKER	ACCOUNT STATEMENT	22.25	70905
101-301-931.000	R & M POLICE CARS	HAROLD ZEIGLER FORD, INC.	POLICE VEHICLE R & M	461.98	70923
101-301-959.000	DRUG ENFORCEMENT	VISA	VISA STATEMENT FEB 2018	325.12	70956
101-301-960.000	SALVAGE EXPENSES	SELF SERVE LUMBER	ACCOUNT STATEMENT	37.98	70944
101-301-981.000	POLICE VEHICLES	NAPA AUTO PARTS	ACCOUNT STATEMENT	2.95	70935

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Fund 101 GENERAL FUND					
Dept 301 POLICE DEPARTMENT					
101-301-984.000	EQUIPMENT	VISA	VISA STATEMENT FEB 2018	119.71	70956
Total For Dept 301 POLICE				2,165.61	
Dept 400 PLANNING & ZONING					
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	1,972.00	70958
Total For Dept 400 PLANNI				1,972.00	
Dept 426 EMERGENCY MANAGEMENT					
101-426-702.000	SALARIES-PERMANENT	CRC	FLOOD PUMPS & HOSES	3,006.25	70911
101-426-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATMENT	96.91	70904
101-426-740.000	OPERATING SUPPLIES	CRC	PUMPS - FLOOD 2018	1,553.00	70911
101-426-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	204.87	70953
101-426-740.000	OPERATING SUPPLIES	VISA	VISA STATEMENT FEB 2018	397.45	70956
Total For Dept 426 EMERGE				5,258.48	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATMENT	7.98	70904
101-441-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	40.10	70944
101-441-740.000	OPERATING SUPPLIES	VISA	VISA STATEMENT FEB 2018	16.70	70956
101-441-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE	207.86	70940
101-441-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	50.00	70948
101-441-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	21.64	70909
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	1,123.48	70910
101-441-930.000	REPAIR & MAINTENANCE	BERNARDS ACE HARDWARE	ACCOUNT STATMENT	4.99	70904
101-441-930.000	REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	56.00	70953
Total For Dept 441 DEPART				1,528.75	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	124.81	70910
Total For Dept 747 CHAMBE				124.81	
Dept 790 LIBRARY					
101-790-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	40.79	70950
101-790-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE	46.50	70940
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES	180.00	70943
101-790-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	70948
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	1,054.08	70910
101-790-930.000	REPAIR & MAINTENANCE	VISA	VISA STATEMENT FEB 2018	74.18	70956
Total For Dept 790 LIBRAR				1,435.55	
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	70948
101-804-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	649.00	70910
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DSIBURSEMENT	65.93	70931
Total For Dept 804 MUSEUM				754.93	
Total For Fund 101 GENERA				21,677.13	
Fund 202 MAJOR STREET FUND					
Dept 474 TRAFFIC					
202-474-740.000	OPERATING SUPPLIES	KENT COUNTY ROAD COMMISSI	TRAFFIC SIGNAL BOWES/HUDS	516.03	70927
Total For Dept 474 TRAFFI				516.03	
Dept 478 WINTER MAINTENANCE					
202-478-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREET'S R & M	373.13	70949
202-478-740.000	OPERATING SUPPLIES	TIP TOP GRAVEL CO.	42.3 TONS WASHED SAND	125.85	70952
Total For Dept 478 WINTER				498.98	
Total For Fund 202 MAJOR				1,015.01	
Fund 203 LOCAL STREET FUND					
Dept 474 TRAFFIC					
203-474-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	103.86	70944
Total For Dept 474 TRAFFI				103.86	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 203 LOCAL STREET FUND					
Dept 478 WINTER MAINTENANCE					
203-478-740.000	OPERATING SUPPLIES	NAPA AUTO PARTS	ACCOUNT STATEMENT	108.68	70935
203-478-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREETS R & M	373.12	70949
203-478-740.000	OPERATING SUPPLIES	TIP TOP GRAVEL CO.	42.3 TONS WASHED SAND	125.84	70952
203-478-740.000	OPERATING SUPPLIES	TIP TOP GRAVEL CO.	74.10 TONS WASHED SAND	440.95	70952
Total For Dept 478 WINTER				1,048.59	
Total For Fund 203 LOCAL				1,152.45	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 740 COMMUNITY PROMOTIONS					
248-740-880.000	COMMUNITY PROMOTION	OLIN, SUZANNE	.DDA LUNCH	30.37	70936
Total For Dept 740 COMMUN				30.37	
Total For Fund 248 DOWNTO				30.37	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 443 ARBOR BOARD					
260-443-929.000	TREE FUND EXPENDITURES	ARBOR DAY FOUNDATION	ANNUAL MEMBERSHIP - LA BO	10.00	70901
Total For Dept 443 ARBOR				10.00	
Dept 474 TRAFFIC					
260-474-740.000	OPERATING SUPPLIES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	1,458.00	70958
Total For Dept 474 TRAFFI				1,458.00	
Total For Fund 260 DESIGN				1,468.00	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATMENT	47.96	70904
581-000-740.000	OPERATING SUPPLIES	BROWN, CASEY	AIRPORT OFFICE FURNITURE	585.48	70906
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	793.75	70910
581-000-930.000	REPAIR & MAINTENANCE	BERNARDS ACE HARDWARE	ACCOUNT STATMENT	113.00	70904
581-000-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	AIRPORT BUILDING R & M	848.00	70907
Total For Dept 000				2,388.19	
Total For Fund 581 AIRPOR				2,388.19	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	COMCAST CABLE	ACCOUNT STATEMENT	21.65	70909
Total For Dept 000				21.65	
Dept 551 COLLECTION					
590-551-740.000	OPERATING SUPPLIES	SHARE CORPORATION	PRY BAR SET	230.96	70945
590-551-930.000	REPAIR & MAINTENANCE	ADVANCED HYDROVAC INC	WATER DEPT R&M - 217 S HU	1,900.00	70900
590-551-930.000	REPAIR & MAINTENANCE	ETNA SUPPLY COMPANY	WATER DEPT R & M	120.00	70914
590-551-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEP R & M	325.90	70916
590-551-930.000	REPAIR & MAINTENANCE	PLUMMERS ENVIRONMENTAL SE	JETTED SANI SEWER - HUDSO	281.25	70938
Total For Dept 551 COLLEC				2,858.11	
Dept 552 CUSTOMER ACCOUNTS					
590-552-703.000	SALARIES-METER READS	BARTLETT, SANDY	MILEAGE & PAYROLL FOR FEB	353.37	70903
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE & PAYROLL FOR FEB	28.89	70903
Total For Dept 552 CUSTOM				382.26	
Total For Fund 590 WASTEW				3,262.02	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	33.48	70950
591-570-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	ACCOUNT STATMENT	14.99	70904
591-570-740.000	OPERATING SUPPLIES	USA BLUE BOOK	WTP SUPPLIES	312.24	70954
591-570-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICE	30.00	70940
591-570-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	21.64	70909
591-570-860.000	TRAVEL EXPENSES	PHILLIPS, TODD	WATER CHEMISTRY COURSE MI	189.66	70937
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	517.47	70910

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Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-955.000	MISCELLANEOUS EXPENSE	LOWELL LEDGER	ACCOUNT STATEMENT	362.08	70933
		Total For Dept 570 TREATM		1,481.56	
Dept 571 DISTRIBUTION					
591-571-801.000	CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION FEB 2018	937.00	70925
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	ACCOUNT STATEMENT	40.01	70955
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	174.72	70910
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON ENTERPIRSES, INC	WATER DEPT R & M	1,357.86	70915
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEPT R & M	4,386.78	70916
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEP R & M	325.90	70916
		Total For Dept 571 DISTRI		7,222.27	
Dept 572 CUSTOMER ACCOUNTS					
591-572-703.000	SALARIES-METER READS	BARTLETT, SANDY	MILEAGE & PAYROLL FOR FEB	353.38	70903
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE & PAYROLL FOR FEB	28.88	70903
		Total For Dept 572 CUSTOM		382.26	
Dept 573 ADMINISTRATION					
591-573-996.000	PAYING AGENT FEES	THE BANK OF NY MELLON COR	WATER SUPPLY SYSTEM REV B	200.00	70951
		Total For Dept 573 ADMINI		200.00	
		Total For Fund 591 WATER		9,286.09	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-801.000	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	PROFESSIONAL SERVICES - D	120.00	70899
636-000-802.000	CONTRACTUAL	AUTOMATED BUSINESS EQUIPM	FOLDING MACHINE SERVICE C	400.00	70902
636-000-986.000	COMPUTER DATA PROCESSING	REVIZE LLC	WEB SERVICES	1,455.00	70941
		Total For Dept 000		1,975.00	
		Total For Fund 636 DATA P		1,975.00	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-740.000	OPERATING SUPPLIES	GTW	EQUIP FUND SUPPLIES	31.59	70921
661-895-740.000	OPERATING SUPPLIES	VISA	VISA STATEMENT FEB 2018	361.47	70956
661-895-740.000	OPERATING SUPPLIES	WINZER CORPORATION	EQUIP FUND R & M	499.90	70959
661-895-930.000	REPAIR & MAINTENANCE	GR CENTRAL IRON & STEEL I	EQUIP FUND (INV#262675)	260.00	70918
661-895-930.000	REPAIR & MAINTENANCE	HAROLD ZEIGLER	EQUIP R & M	248.63	70922
661-895-930.000	REPAIR & MAINTENANCE	NAPA AUTO PARTS	ACCOUNT STATEMENT	147.78	70935
661-895-957.000	TRAINING	FERRIS STATE UNIVERSITY	PROFESSIONAL DEVELOPMENT	283.59	70917
		Total For Dept 895 FLEET		1,832.96	
		Total For Fund 661 EQUIPM		1,832.96	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENTS & 2017	8,886.35	70897
703-000-223.000	DUE TO LIBRARY	KENT DISTRICT LIBRARY	TAX DISBURSEMENT	5,568.20	70928
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	43,497.46	70932
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENTS & 2017	1,632.99	70897
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	1,543.00	70929
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	484.10	70919
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	KENT COUNTY TREASURER	TAX DISBURSEMENTS & 2017	626.31	70897
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	GRAND RAPIDS COMMUNITY CO	2017 IFT	184.10	70919
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	KENT DISTRICT LIBRARY	2017 IFT	132.20	70928
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	KENT INTERMEDIATE SCHOOL	2017 IFT SUMMER	3,882.02	70929
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	LOWELL AREA HISTORICAL MU	2017 IFT TAX	25.06	70931
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	STATE OF MICHIGAN	2017 IFT TAX	6,281.46	70946
703-000-275.000	DUE TO TAXPAYERS	CARROLL JUDD T DMD PC	2017 Win Tax Refund 41-50	37.77	70908
		Total For Dept 000		72,781.02	

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Fund 703 CURRENT TAX COLLECTION FUND					
Total For Fund 703 CURREN				72,781.02	

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Fund Totals:					
			Fund 101 GENERAL FUND	21,677.13	
			Fund 202 MAJOR STREET FUN	1,015.01	
			Fund 203 LOCAL STREET FUN	1,152.45	
			Fund 248 DOWNTOWN DEVELOP	30.37	
			Fund 260 DESIGNATED CONTR	1,468.00	
			Fund 581 AIRPORT FUND	2,388.19	
			Fund 590 WASTEWATER FUND	3,262.02	
			Fund 591 WATER FUND	9,286.09	
			Fund 636 DATA PROCESSING	1,975.00	
			Fund 661 EQUIPMENT FUND	1,832.96	
			Fund 703 CURRENT TAX COLL	72,781.02	
				<hr/>	
				116,868.24	



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: March 16, 2018
TO: Mayor DeVore and the Lowell City Council
FROM: Michael T. Burns, City Manager (M) ^(N)
RE: Broadway Street reconfiguration

With the underground infrastructure projects that are currently occurring on Broadway Street, we have been speaking for months regarding reconfiguring Broadway. Based on recommendations from our engineering company, the proposed redesign is to alleviate truck traffic going on to Main Street and diverting the traffic on Broadway back to Hudson.

There have been concerns about this and at the request of some city Council members I have asked Prein and Newhof to come back to the City Council to discuss if this is the best option for the project.

While the project is under construction, if the Council wants the street reconfigured different than what is being recommended by Prein and Newhof, we have time now to make that change.

No public roads are being vacated. However, there will be a restriction of the public thoroughfare. This is being done to alleviate a safety issue to the public with the multiple trucks that traverse Broadway Street on a daily basis.

I recommend following the recommendations of Prein and Newhof regarding the reconfiguration of Broadway Street.

City of Lowell – Broadway Street



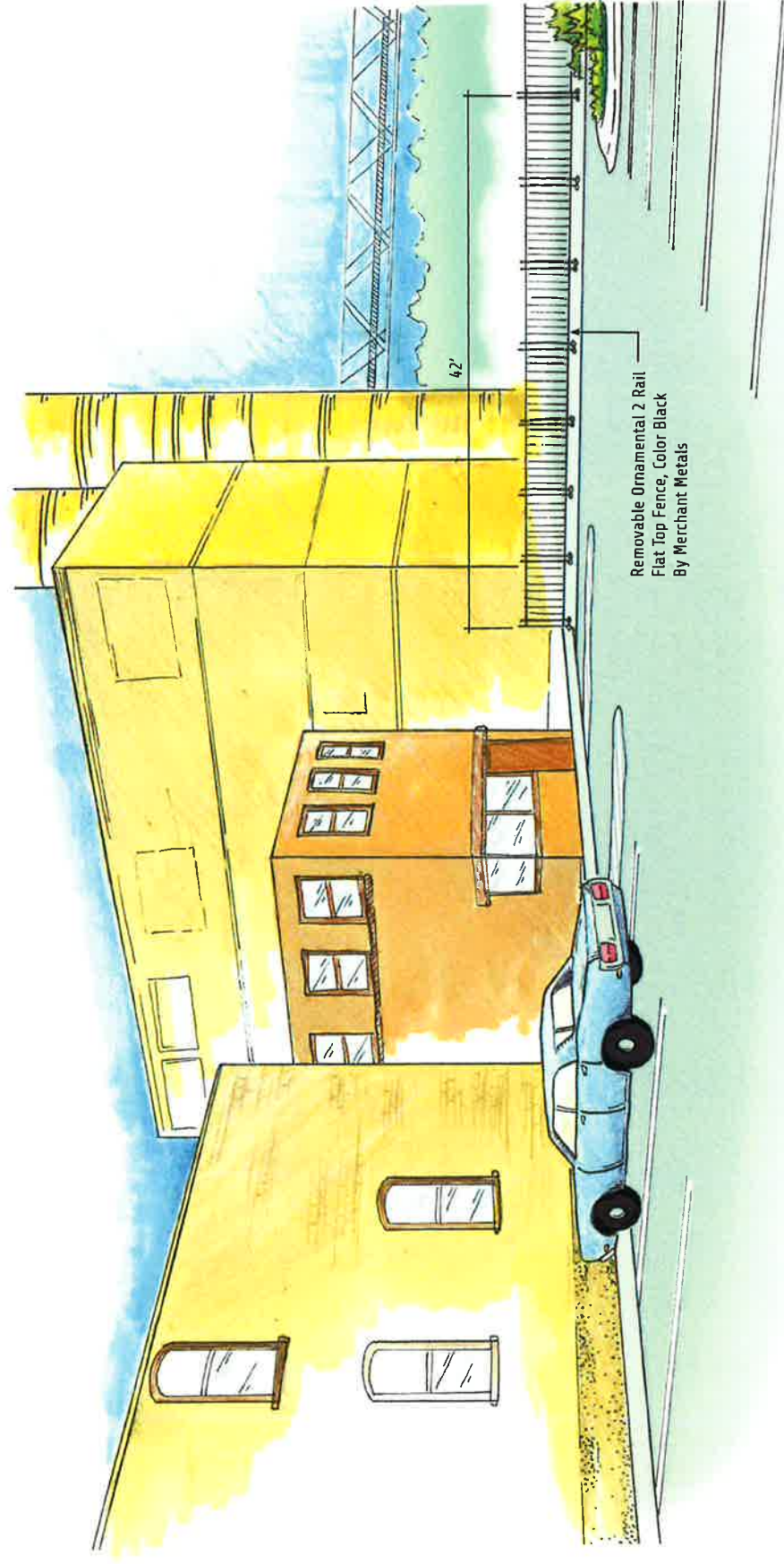


- Broadway Street project initially driven by need for new sanitary sewer and water main
- During roadway re-design, the following items were reviewed as factors in the re-design:
 - Traffic patterns for trucks/passenger vehicles and conflict areas identified
 - Truck volumes obtained from King Milling
 - Parking issues (on-street and off-street)
 - Parking lot lighting
 - Pedestrian needs
 - Seasonal uses (fairgrounds, special events, flooding, etc).
- The following observations were made:
 - Truck traffic into and out of Broadway onto Main Street often slowed traffic on Main Street and occasionally conflicted with traffic at the Hudson Street signal (especially during high traffic times on Main Street)
 - Passenger vehicles heading north on Hudson often tried to short circuit the light at Main/Hudson by routing east on Bowes then north on Broadway. That often brought them into conflict with truck traffic on Broadway. Several observations were made of passenger vehicles stopping on the RR tracks while waiting for trucks to back into the King Milling loading docks. Although the tracks are not a major through-line, the crossing is still active and without automatic crossbucks.
 - Truck volumes into/out of King Milling are high enough that entrance/exit at an unsignalized intersection (Broadway/Main) is not desirable.
 - The on-street parking spot on the east side of Broadway are too short and force the end of vehicles to project into the northbound traffic lane.
 - The south end of the municipal parking lot is not well lit
 - The pedestrian ramp at the SW corner of Broadway/Main is not well configured due to the location of the fire hydrant and limited physical space.

- Based on the observations made, improvement alternatives were reviewed to determine how to provide the most public benefit.
 - In order to provide the greatest amount of passenger vehicle and pedestrian safety, it was determined that reduction or elimination of the truck traffic at the Broadway/Main intersection would be greatly beneficial. This could be accomplished by cutting off truck access from Main Street.
 - The Kent County Road Commission performed a traffic analysis of the Bowes/Hudson intersection under current conditions and concluded that a traffic signal was warranted even under current conditions. Given that, routing truck traffic to the Bowes/Hudson intersection (with future signalization) would provide an acceptable truck access corridor.
 - Once truck access had been routed away from the Broadway/Main intersection, the area could be reclaimed for passenger vehicle use and the parking area reconfigured to provide the following public benefits:
 - Increased parking closer to Main Street and elimination of parked cars partially extending into a traffic lane
 - Improved parking lot lighting and drainage
 - Improved landscaping to match other areas of the DDA district. This will include irrigation which currently does not exist.
 - Improved pedestrian access at the ADA ramp on the SW intersection corner
 - It was recommended that the City retain ownership of the existing public right-of-way given the existence of multiple public and semi-public utilities.
 - To accommodate seasonal uses, a 42 foot section of the proposed ornamental fence (in-line with the proposed parking lot drive aisle and South Broadway) should be removable by the City DPW. This can be accomplished with the fence being set into flush mounted steel sleeves which provide support for the fence posts when the fence is in-place.

The City of Lowell

Prein&Newhof



Broadway and Main Street Public Parking Lot

#2160637
3/16/2018



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: March 13, 2018

TO: Michael Burns
City Manager

FROM: Rich LaBombard
Assistant City Manager

RE: Sidewalk Code Enforcement

This is a follow up communication from the February 5, 2018, Council meeting. City Council directed City Administration to develop a recommended policy and procedure to enforce City Ordinance – Sidewalks, Retaining Walls and Driveway Approaches - Sections 19-21 thru 19-28. Currently, sidewalk, retaining wall and drive approach maintenance is minimally enforced and the proposed policy serves to establish an updated procedure for City Administration and citizens.

Chief Bukala will give a presentation about code enforcement and provide current examples followed by a discussion of the recommended policy and procedure.

Step 1 – Per the declaration of necessity of Section 19-21, the Department of Public Works will inspect sidewalks, retaining walls and driveway approaches located within City rights-of-way on an annual basis. Typically, inspections occur in the spring season. DPW will identify the adjacent or abutting physical address of the deficiency and also physically mark the deficiency with paint. It is further recommended that DPW photograph the deficiency and physical address to be kept as a digital record in the event of an appeal.

Step 2 – DPW submits identified deficiencies and proposed solution to Code Enforcement annually or at another proposed interval.

Step 3 – Code Enforcement issues a Notice of Violation per Section 19-25 and issues a letter to the property owner.

Step 4 – Property owner obtains a new Sidewalk, Retaining Wall and Drive Approach Permit from City Hall. The proposed fee for the new permit is \$25.00 and will expire in 60 days. However, for the purposes of getting repairs expedited, City Administration will propose waiving the fee until July 1, 2019. Modification of the ordinance may be necessary to accommodate the new permit.

Step 5 – Per the permit requirements, DPW will inspect the grading and forms prior to placement of concrete and provide notification to Code Enforcement that the work is underway. A follow up inspection may occur to determine if soil restoration and established growth has been completed. The City of Lowell will not be responsible for repair or replacement of private sprinkler systems placed within the City right-of-way without proper permitting.

LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

Step 6 – If the home owner hasn't obtained a permit or fail to correct the deficiencies, Code Enforcement will issue a civil infraction citation with a fine. If the issue is not corrected in the allotted time frame, the police department will issue an appearance citation for a Formal Hearing at 63rd district court. After the due process is exhausted at the formal hearing, we would request the courts to allow the city of Lowell to replace the sidewalk and place a lien on the next property tax cycle for reimbursement.

Appeals – An appeals process will be developed to provide residents an opportunity to request an exemption from Ordinance.

Inspection Criteria – A proposed inspection criteria has been developed indicating the problems and thresholds that will dictate a replacement need.

Permit – A proposed new permit will be developed for sidewalk installation which will create a record of new work and also serves to cover some of the cost of the annual identification process, form inspection, and code enforcement.

I recommend City Council adopt the proposed enforcement policy and procedure for City Ordinance – Sidewalks, Drive Approaches and Retaining Walls.

Sidewalk, Retaining Wall and Drive Approach - Inspection criteria:

- Vertical displacement of less than two inches (2")
 - Possibly grind edges to eliminate trip hazards or replace section.
- Vertical displacement of two inches (2") or greater.
 - Replace section
- Multiple vertical displacements caused by tree roots.
 - Remove section
 - Grind shallow tree roots
 - Replace section
- Minor Spalling or Pop Outs – less than six square inches (6" sq.)
 - Apply bonding agent and vinyl concrete patch
- Excessive Spalling or Pop Outs – greater than six square inches (6" sq.)
 - Replace section
- Narrow Cracking – less than one inch (1") wide by half inch (1/2") deep
 - Apply masonry crack filler (if less than 1/2" wide)
 - Apply vinyl concrete patch (up to 1" wide)
- Wide Cracking – greater than one inch (1") side by half inch (1/2") deep
 - Replace section
- Obstruction
 - Trim away or remove obstruction
- Holding water
 - Remove adjacent soil to permit drainage
 - Replace section
- Excessive sloping – greater than 8% vertical slope (greater than 1" rise over 12" run) or 2% cross slope (greater than 1" rise over 5' run)
 - Replace section

Simplified Inspection Criteria:

Sidewalks shall be marked for replacement using the following criteria:

- Differential sidewalk elevation is greater than two inches (2")
- Sidewalk is cracked and uneven
- More than 25 percent of the sidewalk has spalling or flaking, pitting or popped
- Sidewalk shows signs of ponding water
- Sidewalk has excessive sloping, more than one inch (1") per foot
- Sidewalk does not comply with five foot (5') standard

DIVISION 2. - SIDEWALKS, RETAINING WALLS AND DRIVEWAY APPROACHES

Sec. 19-21. - Declaration of necessity.

It is hereby declared necessary for the protection of the health and safety of the general public that the city provide by ordinance for the construction, repair and maintenance of sidewalks, retaining walls and driveway approaches in the city. The failure to keep sidewalks, driveway approaches and retaining walls in good repair or to construct such structures when required by this chapter shall constitute a public nuisance.

(Ord. No. 88-5, § 1, 3-7-88)

Sec. 19-22. - Responsibility and liability.

All sidewalks, driveway approaches and retaining walls within the city shall be maintained in good repair, free from any buckling, unevenness, cracking, etc., which would pose a health or safety hazard to pedestrians, by the owner of land adjacent to or abutting the same. The owner shall be liable to and fully indemnify the city for any damages recovered against the city by any person for neglect to keep these areas in good repair, and reasonably safe, fit and convenient for public travel of pedestrians. The owner shall be liable to any injured person for violation of this chapter, and any injured person may recover the damages suffered by them directly from the property owner.

(Ord. No. 88-5, § 1, 3-7-88)

Sec. 19-23. - Existing construction not in good repair.

The city manager is hereby authorized and directed to order any person who owns property adjacent to or abutting upon any sidewalk, retaining wall or driveway approach that is not in good repair to build, rebuild or repair such structure. The city manager shall send a notice of violation of this article in accordance with the provisions of [section 19-25](#). Such notice shall specify the location of such structure, the work required and that work must be completed within sixty (60) days after receipt of such notice, provided, however, the city manager may extend the period in which the work must be completed if conditions, as determined by the city manager, prevent completion of the work.

(Ord. No. 88-5, § 1, 3-7-88; Ord. No. [13-02](#), § 4, 7-1-13)

Sec. 19-24. - Necessary construction.

In any street where concrete sidewalks, retaining walls and surfaced driveway approaches do not exist, and in the judgment of the city manager, such sidewalks, retaining walls and driveway approaches are necessary for the health and safety of the general public, the city council may by resolution order the abutting and adjacent property owners to install such structures as required within such time period as provided in the resolution. The city manager shall send notice of such order in accordance with the provisions of [section 19-25](#). Such notice shall specify the location of such structure, the work required and the time within which the work must be completed.

(Ord. No. 88-5, § 1, 3-7-88)

Sec. 19-25. - Notice of violation.

- (a) Notice of required sidewalk, retaining wall, and driveway approach repairs or construction shall be served upon the adjacent or abutting property owner as follows:
 - (1) By delivering the notice to the owner personally or by leaving the same at his residence, office, or place of business with some person of suitable age and discretion;
 - (2) By mailing such notice by certified or registered mail to such owner at his last known address; or
 - (3) If the owner is unknown, by posting such notice in some conspicuous place on the property for five (5) days.
- (b) The responsibility for giving notice of violation is limited to providing for such notice to the property owner of record as shown on the most recent tax rolls of the city at the time of the giving of such notice.

(Ord. No. 88-5, § 1, 3-7-88)

Sec. 19-26. - New construction.

The owner of any property within the city upon which a new residential, commercial or industrial building is to be constructed shall, in conjunction with such construction, construct sidewalks and any necessary retaining walls and driveway approaches in the public right-of-way adjacent or abutting such property as shall be required by the city manager at the time a building permit is issued for such construction. All such required structures shall be completed prior to the issuance by the city of a certificate of occupancy.

(Ord. No. 88-5, § 1, 3-7-88)

Sec. 19-27. - Permit.

- (a) Before starting any work required by this division in the public right-of-way, the property owner or his or her representative shall obtain a permit. The fee for this permit shall be set by resolution of the city council from time to time. When applying for the permit, the property owner or his or her representative shall submit a plan or sketch showing:
 - (1) The proposed location of the sidewalk and any related retaining walls and driveway approaches; and
 - (2) That the existing ground surfaces adjacent to and within the limits of the public right-of-way will be graded or excavated to conform to the established sidewalk grade upon completion of construction.
- (b) Upon approval of the plan or sketch, the city manager shall promptly issue the permit.

(Ord. No. 88-5, § 1, 3-7-88; Ord. No. [13-02](#), § 5, 7-1-13)

Sec. 19-28. - Assessment and lien upon property.

If a property owner shall fail to:

- (1) Repair an abutting or adjacent sidewalk, retaining wall or driveway approach pursuant to [section 19-23](#);
- (2) Construct necessary sidewalks, retaining walls or driveway approaches pursuant to [section 19-24](#); or
- (3) Construct sidewalks, retaining walls and driveway approaches pursuant to [section 19-26](#) within the time limits prescribed in such sections, the city may, without further notice, cause the same to be done and specially assess such expense against such property pursuant to section 10-10 of the city Charter. Such special assessment shall be a lien upon the property and shall be collected and enforced in the same manner as for general ad valorem property taxes of the city.

(Ord. No. 88-5, § 1, 3-7-88)

Secs. 19-29—19-45. - Reserved.



LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM

DATE: March 15, 2018

TO: Mayor DeVore and the Lowell City Council

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

RE: LARA Trail Agreement Addendum

As the City is making the grant request to the Michigan Department of Natural Resources (DNR) for the proposed trail, one of the parameters of a DNR Trust Fund grant is that whatever the grant is being used for must remain as public land in perpetuity. The DNR has informed us of an instance whereby an authority was created, and a grant for a trail was provided, and the authority dissolved. Thus no guarantee that the land will remain public.

In order to ensure this event doesn't occur, an amendment is being made to the original Articles of Incorporation of the Lowell Area Recreation Authority, and will be presented to the City, Lowell Township and Vergennes Township. Attached is an addendum that states that if the Lowell Area Recreation Authority dissolves, the trail will revert ownership toward the municipality where the trail lies.

The language provided will meet the requirements set forth by the DNR.

I recommend that the Lowell City Council approve Resolution 08-18 stating that the City will maintain ownership of the trail and keep the land as public land if the Lowell Area Recreation Authority were ever to dissolve.

AMENDMENT to

LOWELL AREA TRAILWAY AGREEMENT

RES:08-18

WHEREAS the City of Lowell, the Township of Vergennes and the Charter Township of Lowell entered into the Lowell Area Trailway Agreement dated November 15, 2004 for the purpose of establishing and providing a separate legal entity to be known as the "Lowell Area Recreation Authority" for the purpose of developing, acquiring, constructing, operating and maintaining one or more trails for the use and enjoyment of the residents of the Townships and the City; and

WHEREAS, the Lowell Area Recreation Authority acquired MDNR Grant funding for the Phase 1 Trail project in 2010 and desires to apply for MDNR Grant funding for future trail projects, and

WHEREAS, the MDNR requires that all lands involved with projects with MDNR Grant funds be under the control of the grant recipient in perpetuity via ownership or easements, and

WHEREAS the MDNR has requested that the existing Lowell Area Trailway Agreement be amended to address the assignment of responsibility of said lands in the event the Lowell Area Recreation Authority was dissolved,

NOW BE IT RESOLVED:

Article VI – Personal and Real Property of the Lowell Area Trail Agreement dated November, 15th, 2004 is hereby amended to add Section E. – MDNR Grant Requirements as follows:

Article VI - Section E. – MDNR Grant Requirements – All lands purchased or developed with Michigan Department of Natural Resources Trust Fund (MDNRTF), Land and Water Conservation Fund (LWCF), or Recreation Passport (RP), collectively known as "DNR Grants", herein after, must be maintained as public land in perpetuity or as outlined in the DNR Project Agreement. In the event, that in the time of dissolution, the Authority is in possession of land acquired with, in whole or in part, with DNR Grants, the participating municipality in which the lands acquired or developed with MDNR Grants are located shall assume title and control of said lands and per the DNR Grant Project Agreement.

This Amendment shall be approved by resolution of the governing board of each Constituent Unit, and signed by the Township Supervisor and Clerk, as to the Townships and by the City Mayor and Clerk, as to the City.

This Amendment shall become effective upon its approval in accordance with Article XIV and upon its filing with the Kent County Clerk and the Michigan Secretary of State as set forth in Article XIII.L.

IN WITNESS WHEREOF, the Constituent Units have caused these presents to be signed by their respective duly authorized officers as of March 19, 2018.

Vergennes Township

Supervisor _____ Clerk _____ Date _____
Tim Wittenbach Heather Hoffman

Lowell Charter Township

Supervisor _____ Clerk _____ Date _____
Jerry Hale Monica Burt

City of Lowell

Mayor _____ Clerk _____ Date _____
Michael DeVore Sue Ullery

LOWELL AREA TRAIL AGREEMENT

THIS AGREEMENT is made 15th day of November, 2004, by and between the Township of Vergennes, the Charter Township of Lowell and the City of Lowell, all in Kent County, Michigan (the "Constituent Units"):

WHEREAS, the City of Lowell, the Township of Vergennes and the Charter Township of Lowell desire to work cooperatively for the purpose of establishing and providing a separate legal entity to be known as the "Lowell Area Recreation Authority" for the purpose of developing, acquiring, constructing, operating and maintaining one or more trails for the use and enjoyment of the residents of the Townships and the City;

WHEREAS, the Lowell Charter Township Board, the Vergennes Township Board and the Lowell City Council have determined that it would be in the best interests of Lowell Charter Township, Vergennes Township and the City of Lowell to establish, operate and maintain a trail system or systems jointly;

WHEREAS, the Urban Cooperation Act, Act 7 of the Public Acts of Michigan of 1967, First Extra Session ("Act 7"), authorizes the city and the townships to agree to form a board constituting a separate legal entity, which board is to establish, operate and maintain such trails and a trail system; and

WHEREAS, it is the desire of the Charter Township of Lowell, the Township of Vergennes and the City of Lowell to establish a governing board which shall have the authority and responsibilities as set forth in this Agreement.

IN CONSIDERATION OF THE FOREGOING, the Charter Township of Lowell, the Township of Vergennes and the City of Lowell agree as follows:

ARTICLES OF AGREEMENT

ARTICLE I ESTABLISHMENT

Pursuant to Act 7, there is hereby established a separate legal entity known as the Lowell Area Recreation Authority (hereafter, the "Authority").

The Authority shall have the authority to sue and be sued in any court of this state. It shall include all territory embraced within its Constituent Units. It shall possess, in addition to the authority expressly granted by this Agreement, all authority granted by statutes, including those authorities which are permissive, in addition to all authority necessary to carry out the purposes of this Agreement and those incident thereto. The enumeration of any authority granted herein shall not be construed as a limitation on its authority, unless the context clearly indicates otherwise.

ARTICLE II CONSTITUENT UNITS

The local governmental units included in the Authority (referred to herein as the "Constituent Units") are the City of Lowell, Kent County, Michigan, the Township of Vergennes, Kent County, Michigan, and the Charter Township of Lowell, Kent County, Michigan.

An additional local governmental unit may become a part of the Authority upon approval of the governing bodies of each of the Constituent Units and upon amendment of this Agreement to reflect the role, duties and responsibilities of the additional local governmental unit so added to the Authority.

ARTICLE III PURPOSES

The purpose of the Authority shall be to establish, develop, operate and maintain trails and a trail system in the best interest of the City and the Townships, within the budgetary and personnel resources available to the Authority, and in a manner that provides a safe and effective trail system and recreational area for residents of the Townships and the City.

In furtherance of this purpose, the Authority may do any or all of the following:

- Contract with a governmental entity, a profit or non-profit cooperation, a partnership, a limited liability company or a private individual for goods or services necessary or incidental to the establishment, development, operation and maintenance of one or more trail projects.
- Prepare and implement policies for the use of one or more trail projects.
- Study and adopt short-term and long-range plans for trail development and trail improvement.
- Approve the proposed annual operating budget and the proposed capital expenditure budget, and authorize expenditures from the approved budgets and other expenditures approved by the Constituent Units.
- Determine compensation for employees of the Authority.
- Ensure that adequate insurance is provided to protect itself, the Constituent Units, and their officers, employees and agents from loss by way of damage to trail area property, and from claims by third parties, and provide workers compensation or similar coverage as provided by law.
- Accept gifts, grants, assistance funds, bequests or donations for trail project purposes and make appropriate agreements with such donors or grantors pertaining to conditions of use of the funds.

- Approve the sale or disposal of surplus trail project property, subject to approval of each Constituent Unit.
- Other activities not specifically authorized herein, but necessary, helpful or incidental to the authority granted herein.

ARTICLE IV TERM

This Agreement shall have an initial term of five years, subject to withdrawal and termination as provided in Article XI.

Upon the expiration of five years, the Constituents Units shall review the terms of this Agreement to evaluate and determine whether any changes are necessary or advisable and, if so, shall execute a new agreement incorporating such changes, provided that each Constituent Unit determines that it is in its best interest to continue participation in the Authority.

If no changes are incorporated after the initial five year term, the Agreement shall be automatically renewed for successive five-year periods, subject to the right of withdrawal, unless the Constituent Units agree to a different term of extension.

ARTICLE V AUTHORITY BOARD

Section A. Governing Body

The governing body of the Authority shall be known as the "Lowell Area Recreation Board" (hereafter, the "Board"), which is hereby vested with the management of the Authority's business and affairs.

Section B. Board Members

- The Board shall consist of seven members, comprised of the following:
- A member of the Lowell Charter Township Board, appointed by majority vote of the Township Board.
- A member of the Vergennes Township Board, appointed by majority vote of the Township Board.
- A member of the Lowell City Council, appointed by majority vote of the City Council.
- One resident of Vergennes Township, appointed by majority vote of the Township Board.
- One resident of the Charter Township of Lowell, appointed by majority vote of the Township Board.

- One resident of the City of Lowell, appointed by the City Council.
- One resident of the City or the Townships, appointed jointly by the Lowell Charter Township Board, the Vergennes Township Board and the Lowell City Council.

A Constituent Unit may appoint an alternate member(s) who may sit on the Board in the absence of a regular member appointed by the Constituent Unit. Such alternate shall have all the powers and duties of a regular member while the regular member is absent.

Township Supervisors and the City Mayor and City Manager shall not serve as Board members or alternate members.

Section C. Term of Office

The term of office of the members of the Board shall be for two years; provided, however, the term of a member appointed by virtue of membership on the governing body of a Constituent Unit shall terminate if that member resigns or otherwise ceases to be a member of the governing body.

No person who has served for 4-1/2 or more consecutive years shall be eligible for appointment to the Board unless it has been at least two years since that person served on the Board. Years of service with less than a two-year interval between them shall be considered consecutive years.

The Constituent Units may agree to vary the terms of initial appointments so as to stagger the terms of the appointed resident members.

If a Township Board member or City Council member who is serving on the Board ceases to hold his or her office on the Township Board or City Council, that seat on the Board shall immediately become vacant and the governing body of the respective Constituent Unit shall appoint a replacement member at its next regular meeting, who shall serve for the un-expired remainder of the term of that seat on the Board.

Notwithstanding the foregoing, any member may be removed from office at will by the Constituent Unit that appointed the member, without cause or prior notice; provided however, as to the member jointly appointed, the affirmative vote for removal of the governing board of any of the Constituent Units shall be sufficient to cause the termination of that member, also without cause or prior notice. If a member is removed from office by a Constituent Unit, that Constituent Unit shall promptly notify the remaining Constituent Units of the removal.

Section D. Compensation

Members of the Board shall serve without compensation from the Authority and Constituent Units, but shall be entitled to reimbursement from the Board for actual and necessary expenses incurred in the performance of his or her duties as a member of the Board.

Section E. Vacancies

A seat on the Board shall become vacant by death, disability, resignation or removal; or, if membership on the governing body of a Constituent Unit is a prerequisite for a seat, then upon termination of such membership. A vacancy shall be filled in the same manner as above for the unexpired term of the original appointment.

Section F. Bylaws

This Agreement shall be the bylaws of the Board; provided, however, that the Board may adopt additional procedural rules governing the conduct of its meetings, insofar as such procedural rules do not conflict with the terms of this Agreement. If the Board does not adopt procedural rules, the conduct of its meetings shall be governed by the most recent version of Robert's Rules of Order.

Section G. Annual Organizational Meeting

Within 30 days from the effective date of this Agreement and, thereafter, annually within 30 days after the commencement of the Authority's fiscal year, the Board shall conduct its organizational meeting at which the following officers shall be elected from the members of the Board by majority vote of the Board: Chairperson; Vice-Chairperson; Secretary; and Treasurer. The elected officers shall serve until a successor is elected. The Chairperson and Vice-Chairperson shall not both be persons appointed by the same Constituent Unit.

Section H. Officers

The Chairperson of the Board shall be the presiding officer thereof. In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board and, subject to the approval of the Board, may employ such assistants as may be necessary. The Treasurer shall be the custodian of the funds of the Authority and, subject to the approval of the Board, may employ such assistants as may be necessary.

All monies of the Authority shall be deposited in an insured financial institution to be designated by the Board. Three members of the Board, including the Chairperson, the Treasurer and another member, shall be authorized by the Board to sign checks. All checks or other forms of withdrawal shall be signed by at least two authorized members of the Board. Each member signing checks shall be bonded in an amount to be determined by the Board. The officers of the Board shall have such additional powers and duties as may be conferred upon them, from time to time, by the Board.

Section I. Meetings

Regular meetings of the Board shall be held at least quarterly at such times as shall be prescribed by the Board.

The Chairperson or any other two members of the Board may call a special meeting of the Board by serving written notice of the time, place and purpose thereof upon each member of the Board, either in person or by providing written notice at his or her place of residence, at least 18

hours in advance of such special meeting. Special meetings of the Board at which all members are present shall be deemed valid, even through notice thereof may not have been provided in the manner described above. Any member of the Board may waive notice of any special meeting, either before or after the holding thereof.

The Board is a public body and, therefore, all meetings of the Board shall be noticed and conducted in accordance with the requirements of the Michigan Open Meetings Act, MCL 15.261, et seq.

Section J. Quorum and Voting

A quorum for the transaction of business shall consist of a majority of the Board members then serving; provided, however, at least one representative appointed by each Constituent Unit shall be present at the annual organizational meeting in order to transact business.

The Board shall act only by motion or resolution adopted by a majority of the members present and serving, except where a different voting composition is required by the terms of this Agreement. A roll call vote shall be taken and recorded in the minutes for all substantive matters decided by the Board.

The Board shall keep written minutes of its meetings, which shall be approved at the next regular meeting, and which shall thereafter be signed by the Secretary. Upon approval, the Secretary shall provide a copy of the minutes to each Constituent Unit.

Section K. Committees

The Board may appoint standing or ad hoc committees from time-to-time to study and make recommendations to the Board on matters involving or related to its purposes and duties.

Section L. Board Records

The records of the Board shall be available to the public in accordance with the requirements of the Michigan Freedom of Information Act, MCL 15.231, et seq. Copies of meeting minutes shall be provided to each Constituent Unit. The Constituent Unit may post or disseminate the minutes.

ARTICLE VI
PERSONAL AND REAL PROPERTY

Section A. Ownership of Real Property and Fixtures

The Authority shall be the sole fee owner of the easements and other property it may acquire for the trail system or other purposes of this Agreement during the term of this Agreement.

Any and all fixtures now present and subsequently erected on such property by the Authority, including, but not limited to, signs, fencing, in-ground benches and pavilions, shall be held and managed by the Authority in trust for the Constituent Units for the purposes of this Agreement.

Upon termination of this Agreement or upon withdrawal from this Agreement by any Constituent Unit, the Authority shall release, disburse and convey to the withdrawing Constituent Unit all of the real property interests and fixtures located within the boundaries of that Constituent Unit.

Section B. Ownership of Other Property

Any and all transient personal property placed on or used in connection with the trail system or other property owned by the Authority, including, but not limited, to moveable picnic tables, maintenance equipment, trash cans and dumpsters, shall be held and managed by the Authority in trust for the Constituent Units for the purposes of this Agreement.

Upon termination of this Agreement or upon withdrawal from this Agreement by any Constituent Unit, the Authority shall release and disburse such personal property to the Constituent Units on an equal basis. If the Constituent Units cannot agree as to the division, the personal property shall be sold at auction and the proceeds, less expenses, divided equally.

Section C. General Authority of Board

The Board may acquire in any manner permitted by law, any such personal property or fixtures as the Board deems necessary or helpful in promoting the purposes of this Agreement, and may hold, manage, control, sell, exchange or lease such property and fixtures in the name of the Board, in trust for the Constituent Units.

Section D. Storage and Inventory of Property

All personal property and fixtures in control of the Authority shall be used or housed at the discretion of the Board. The Board shall maintain, at all times, an up-to-date inventory list of all personal property and fixtures it holds or controls.

ARTICLE VII
BOARD POWERS

Section A. General Powers

The Board shall have, in addition to powers granted elsewhere in this Agreement, the following powers and authority:

(1) The power to purchase, lease, receive, acquire, sell, lease or rent to others, dispose of, divide, distribute or own all or any part of any land or any improvements thereon as may be necessary or useful for the purposes of this Agreement. Land or interests in land shall not be sold by the Authority without the prior consent of the governing body of each of the Constituent Units. All property, real or personal, owned by the Authority shall be used solely for the purposes stated in this Agreement.

(2) The Authority shall have the power to improve, build, maintain and operate public trails, access sites and appropriate structures on Authority land or easements.

(3) Contract or cooperate with other governmental units, public agencies or private parties to carry out Authority functions or fulfill Authority obligations.

(4) Hire employees or other personnel as may be necessary to carry out the purposes of the Authority, each such person to serve at the pleasure of the Authority subject to applicable law.

(5) Accept funds, voluntary work, and other assistance to carry out Authority functions or obligations, from any source, public or private, including but not limited to local government funding, state or federal grants, and private donations. A complete record of all funds received shall be maintained and made a part of the annual financial report.

(6) Establish policies or rules governing use of Authority land, easements or facilities in compliance with state and local law.

(7) Recommend local ordinance provisions to Constituent Units to provide for the safety of the public utilizing Authority lands or facilities.

(8) Seek federal or state aid, payable to the individual Constituent Units or to the Authority, as may be available to carry out Authority functions.

Section B. Limitations

The Authority shall not have the power or authority to do the following:

- (1) Levy any tax in its own name or issue any bonds in its own name.
- (2) Incur any debts on behalf of a Constituent Unit, except as authorized in this Agreement.
- (3) Condemn any land for any purpose.

ARTICLE VIII INSURANCE

The Board shall obtain adequate insurance for the Authority, including, but not limited to, comprehensive public liability insurance, casualty loss insurance, no fault insurance for vehicles, and workers' disability compensation, to protect itself, the Constituent Units, and their officers, employees and agents from loss by way of damage to Authority property, and from claims by third parties. The Constituent Units shall be named as an additional insured on all policies.

ARTICLE IX BUDGETING AND FINANCIAL ADMINISTRATION

A. Fiscal Year

The fiscal year of the Authority shall be from July 1 to June 30 of each year.

B. Budget Preparation

A proposed budget for each fiscal year shall be prepared for the Authority in accordance with the Uniform Budgeting and Accounting Act, Public Act 2 of 1968, as amended. The Board Chairperson, the Board Treasurer and a third Board member, appointed by the Board, shall comprise the budget committee. The budget committee shall prepare a proposed budget. The proposed budget shall be as specific as possible with the respect to the items approved for expenditure during the succeeding fiscal year, in order to facilitate expenditures without the need for further Board action following approval of the budget. The proposed budget shall have two primary components.

(1) Operating Expenditures. A proposed budget shall include anticipated operating costs of the Authority, including, by way of example, utilities, insurance costs, purchase of consumable supplies, routine maintenance of buildings, apparatus and equipment, and other expenditures not involving capital expenditures.

(2) Capital Expenditures. A proposed budget shall also include capital expenditures, including, by way of example, acquisition of fixtures, real property, major renovation or expansion of buildings, equipment and apparatus purchases, and purchase of all other durable equipment with an expected useful life exceeding one year. For planning purposes, the budget may include projected expenditures for the next five years, but approval for purpose of expenditure shall be given only for that fiscal year.

C. Budget Approval

The proposed budget shall be approved by the Board each year. If a budget is not approved prior to commencement of the fiscal year, then the portion of the budget for the prior year pertaining to operating expenditures, but not capital expenditures, shall be deemed to be the approved budget, unless and until a revised budget is approved.

D. Budgeted Expenditures

(1) Expenditures less than \$1,000 from the Authority's operating expenditure portion of the budget may be made without further Board approval. Expenditures from the Authority's operating expenditure portion of the budget in excess of \$1,000 must be approved by the Board, unless such an expenditure is reasonably determined by the Chairperson to be immediately necessary.

(2) All expenditures from the capital expenditure portion of the budget must first be approved by the Board.

E. Funds

Funds of the Authority shall be held in an account or accounts, in the name of the Authority, separate from the funds of the Constituent Units, and invested in the manner provided by law and in accordance with Board approval.

F. Audits

All accounts of the Authority shall be audited as provided by law, and not less than annually. The expense of such audit shall be an Authority expense. The auditor shall be chosen by the Board, and in the event the Board is not able to select an auditor, then the auditor shall be the auditor employed by one of the Constituent Units, first selected by lot, and thereafter alternatively if the Board is not able to agree upon an auditor.

G. Financial Information

Books and records showing all income, expenditures, inventory of equipment, and all other financial transactions of the Authority shall be maintained by the Treasurer. Such books and records shall be available promptly to any Constituent Unit, upon request of its Supervisor or Mayor (or City Manager). Upon request of the Supervisor or the Mayor (or City Manager) of a Constituent Unit, the Board Chairperson shall prepare reasonable reports concerning operations of the Authority.

ARTICLE X
FINANCIAL CONTRIBUTIONS

A. Cost Sharing

Each Constituent Unit shall contribute an equal share (currently 1/3) of the Authority budget, unless otherwise provided by grants or donations. The Board shall not approve an annual budget amount that exceeds the amount of the combined O&M payments specified in Article X.F., unless the Board has received donations, grants or other income equal to or greater than the amount by which the budget exceeds the combined O&M payments or has otherwise received prior approval of the budget from each of the Constituents Units.

In the event any Constituent Unit received donations or grants for Authority purposes, the Constituent Unit shall transfer such donations or grants to the Authority, which shall be treated as a voluntarily contribution of such Constituent Unit pursuant to Article X.D.

In the event the Authority, or any Constituent Unit is held liable for any property damage or personal injury incurred as a result of Authority operations, all damages and amounts paid in settlement, and costs of defense, including attorney's fees, shall be an Authority expense.

B. Payments

Each year, each Constituent Unit shall contribute in cash an amount equal to its share of the approved budgets (as allocated in Article X.A), payable and due on July 1. If the required payment from Constituent Units is increased with approval of the Board and the governing boards of the Constituent Units, any additional required payments shall be made within 30 days after approval of such budget increase. The first payment, consisting of the O&M payment provided in Article X.F., below, shall be due July 1, 2005.

If a Constituent Unit fails to make any payment required under this Agreement and such failure continues for a period of 90 days, the voting rights of that Constituent Unit's appointed

members shall be suspended until the payment is made (and during such time the required meeting quorum shall be reduced to exclude those board members).

If a Constituent Unit fails to budget for and/or pay a required payment under this Agreement, and such failure continues for a period of 90 days, any remaining Constituent Unit who has budgeted for the required payments and is not delinquent in payments may elect to immediately withdraw from this Agreement without regard to the provisions of Article XI limiting withdrawal during the first two years and requiring not less than six months notice thereafter.

C. Source of Revenues

Each Constituent Unit shall determine, within its discretion, the method of obtaining revenue necessary to pay its share of the cost of operating the Authority by any permitted lawful means. The collection of monies, from whatever source, for the payment of its share of the costs of operating the Authority, shall be the sole responsibility of each respective Constituent Unit.

D. Voluntary Contributions

(1) A Constituent Unit may voluntarily contribute additional monies, land or equipment from that Constituent Unit's funds or from donations to that Constituent Unit, to the Authority, for specific purposes. The money, land or equipment, if accepted, shall be used for such purposes as are deemed to be in furtherance of the operation of the Authority by the Board.

(2) However, where the equipment that is proposed to be donated by a Constituent Unit is equipment which, by reason of its size or nature, will involve significant future maintenance requirements, then the Constituent Unit that is proposing to donate such equipment shall first raise the matter at a meeting of the Board, and disclose to the Board members the equipment that is proposed to be donated, the likely future maintenance requirements and other information that will serve to acquaint the Board members with possible future financial requirements as to maintenance that may be involved if the equipment is donated. The Board members shall then have a discussion concerning whether the equipment should or should not be donated, and covering other aspects of the matter that the members wish to discuss. Following such discussion, the Constituent Unit may proceed to make, or not to make, the proposed contribution; provided, however, that such equipment shall be used for Authority purposes if it is deemed by the Board to be in furtherance of the operations of the Authority.

(3) Unless approved by the Board, such voluntary contributions shall not be considered to offset any portion of that Constituent Unit's responsibility for budgeted expenditures.

(4) If a Constituent Unit has voluntarily contributed funds for purchase of identified equipment, or has furnished other monies voluntarily pursuant to this Article, all such equipment shall, upon any dissolution of the Authority, become the sole property of the Constituent Unit so furnishing it, and shall not be subject to the procedures otherwise provided for distribution of property upon dissolution or withdrawal.

E. Fees for Trail Use

The Authority may generate additional revenue for its operation from the charging of fees for the exclusive use of certain trail facilities for a limited duration, such as, but not limited to, the rental of a trail pavilion, if any, for a private party or event. The amount of the fees to be charged for such events shall be determined by the Board.

The Authority may not generate revenue through the charging of an admission fee for the trail unless the governing boards of the Constituent Units first approve the charging of an admission fee and the amount of such admission fee.

F. Annual Operation and Maintenance Contributions

In order to fund the operation and maintenance of the Authority, each Constituent Unit shall make an annual operation and maintenance contribution (the "O&M payment") of one thousand dollars (\$1,000) to the Authority. This annual O&M payment shall be paid by each Constituent Unit, commencing on July 1, 2005 and annually thereafter on July 1 of each year. The Constituent Units shall not be required to make payments in excess of the O&M payment unless the excess payments are approved by each of the Constituent Units.

O&M payments shall be in cash, rather than in-kind property, unless specifically agreed to by all Constituent Units.

ARTICLE XI
WITHDRAWAL

Commencing two years after the effective date of this Agreement, any Constituent Unit may give notice of withdrawal from the Authority, with or without cause. The notice shall be in writing, delivered to the Supervisor or Mayor of the other Constituent Units, and shall specify an effective date of withdrawal, which shall be not less than 6 months nor more than 12 months following the date of such notice.

During the first two years of this Agreement, Constituent Units shall not have a right to withdraw except for cause upon breach of this Agreement by another Constituent Unit. In the case of withdrawal for cause, an aggrieved Constituent Unit shall provide specific written notice of the breach, and allow a period of 90 days for remedy thereof, before giving notice of withdrawal. The party allegedly in default shall be conclusively deemed to be in default unless said party initiates an action for declaratory relief in the Kent County Circuit Court not later than 30 days after being served with notice of withdrawal for default. In the event such a challenge is filed, dissolution shall be suspended until resolution of the issue by the Court. Dissolution may also be effected by joint agreement of the parties at any time.

Upon dissolution, the real property, fixtures and other personal property of the Authority shall be distributed by the Authority in accordance with Article VI and Article X.D(4). Money deposited in accounts of the Authority shall first be used to pay outstanding debts of the Authority and shall then be distributed to the Constituent Units in accordance with their proportional contributions, as stated in Article X.A, unless such accounts include monies voluntarily provided to

the Authority pursuant to Article X.D, in which case said monies shall be distributed in accordance with Article X.D(4).

ARTICLE XII DISPUTE RESOLUTION

Section A. Arbitration

Disagreements with respect to the establishment and the maintenance of the Authority that may arise between the Constituent Units, and which cannot be voluntarily resolved, may be submitted to binding arbitration in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association, by agreement of the Constituent Units. The Constituent Units may also submit a dispute to mediation under the Community Dispute Resolution Program or a similar voluntary dispute resolution forum.

Section B. Good Faith Re-negotiation of Agreement Terms

If during the term of this Agreement a Constituent Unit desires to re-negotiate a provision or provisions hereof, such party shall give the other parties written notice of its desire, which notice shall set forth the specific provision or provisions it desires to be re-negotiated. The parties agree upon the giving of such notice they will in good faith re-negotiate such provision or provisions. In the event of the adoption of State or Federal laws materially affecting the terms and conditions of this Agreement, the parties agree to re-negotiate such terms and conditions in good faith.

ARTICLE XIII GENERAL TERMS

A. Notices. Except as otherwise provided, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to be given when dispatched by regular, registered or certified mail, postage prepaid, personal delivery or by telegram confirmed the same day by regular, registered or certified mail, postage prepaid, addressed as follows:

If to Vergennes Township:

P.O. Box 203
Lowell, Michigan 49331-0208.

If to Lowell Charter Township:

2910 Alden Nash Ave., S.E.
Lowell, Michigan 49331

If to the City of Lowell:

301 E. Main Street
Lowell, Michigan 49331-1798

The Constituent Units may, by notice given hereunder, designate a further or different address to which subsequent notices, certificates or other communications may be sent.

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

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

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

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

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

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties hereto with respect to this Agreement. All previous agreements are superseded, as of the effective date of this Agreement.

H. Amendments. This Agreement may not be amended, changed, modified, altered, or assigned except in a writing approved by all Constituent Units.

I. Assignment. This Agreement and all rights and obligations hereunder shall not be assignable unless all Constituent Units agree in writing to such assignment.

J. Waiver. The waiver by any Constituent Unit of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

K. Parties. This Agreement shall be enforceable only as to the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement and no other person shall have the right to enforce any provisions contained herein.

L. Filing. An executed copy of this Agreement, along with certified copies of resolutions adopted by the governing bodies of each Constituent Unit authorizing its execution, shall be promptly filed with the Kent County Clerk and the Michigan Secretary of State. The Constituent Unit last adopting a resolution approving this Agreement shall be responsible for filing the Agreement and all approving resolutions with the County Clerk and Secretary of State. Amendments to this Agreement shall be filed in the same manner.

ARTICLE XIV
APPROVAL

This Agreement shall be approved by resolution of the governing board of each Constituent Unit, and signed by the Township Supervisor and Clerk, as to the Townships and by the City Mayor and Clerk, as to the City.

ARTICLE XV
EFFECTIVE DATE

This Agreement shall become effective upon its approval in accordance with Article XIV and upon its filing with the Kent County Clerk and the Michigan Secretary of State as set forth in Article XIII.L.

IN WITNESS WHEREOF, the Constituent Units have caused these presents to be signed by their respective duly authorized officers as of the day and year first written above.

VERGENNES TOWNSHIP

By [Signature]
Its: Supervisor
and by Mari C. Stone
Its: Clerk

LOWELL CHARTER TOWNSHIP

By John R. Simpson
Its: Supervisor
and by Kinda Regan
Its: Clerk

CITY OF LOWELL

By C. Jeanne Shores
Its: Mayor
and by Betty R. Morlock
Its: Clerk



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: March 15, 2018
TO: Mayor DeVore and the Lowell City Council
FROM: Michael T. Burns, City Manager *MTB*
RE: LARA Trail DNR Trust Fund Grant

As part of generating funding for the construction of the proposed Lowell Area Recreation Authority River Valley Trail Lowell Connection Project, they will be seeking grant funding. One of these grant sources will be the Michigan Department of Natural Resources Trust Fund Grant.

The DNR Trust Fund Grant provides a grantee up to \$300,000 for a project that meets the DNR Trust Fund guidelines. Both LARA and the City can submit coinciding grant requests totaling \$600,000 for the project.

While there is a proposed plan for where the trail will go those plans can be modified and will not impact whether or not the grant is denied. I recognize there are some issues regarding the layout of the Trail and working with some property owners. Those issues can still be worked on by LARA if we submit the grant. At a later date, if Council doesn't want to move forward because of dissatisfaction with residents with the trail, they can choose that option. At a later date, a final presentation will be made by LARA regarding the trail for the City Council to formally approve and place in the City Right of Way. If we wait to pursue the grant until those issues are worked on to completion, the longer we have to wait to see if we are eligible. If we receive the grant, and there is dissatisfaction on moving forward with the trail, we simply do not move forward with the project and don't accept the grant. From a policy perspective, I do hope there is a positive solution as the trail has been planned for the past ten years.

I recommend that the City Council approve Resolution 09-18 for the City to apply for a DNR Trust Fund Grant for the River Valley Trail Lowell Connection Project.

CITY OF LOWELL
MDNR TRUST FUND GRANT APPLICATION for the
RIVER VALLEY RAIL TRAIL LOWELL CONNECTION PROJECT
RESOLUTION OF ADOPTION

RESOLUTION - 09-18

WHEREAS, the City of Lowell (LARA) supports the submission of an application titled, "River Valley Rail Trail Lowell Connection Project" to the Michigan Natural Resources Trust Fund for development of non-motorized trails thru the Lowell Community to connect the Flat River Valley Rail Trail to the Grand River Valley Rail Trail, and

WHEREAS, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan, and

WHEREAS the City is working cooperatively with the Lowell Area Recreation Authority who is also seeking funding from the MDNR and private foundations for this project, and,

WHEREAS the City's portion of the estimated total project cost is \$4,142,000 and

WHEREAS, the City of Lowell has made a financial commitment to the project in the amount of \$3,842,000 matching funds, in cash and/or force account,

WHEREAS, if the grant is awarded the applicant commits its local match and donated amounts from the following sources:

MDOT TAP Grant -	\$ 2,586,000
Private Foundations -	\$ 1,231,000
City of Lowell -	\$ 25,000

NOW THEREFORE, BE IT RESOLVED that Lowell Area Recreation Authority hereby authorizes submission of a Michigan Natural Resources Trust Fund Application for \$300,000, and further resolves to make available a local match through financial commitment and donation(s) of \$3,842,000 (93%) of a total \$4,142,000 project cost, and

Yeas: _____

Nays: _____

Absent: _____

Abstain: _____

Motion Approved

I, Sue Ullery, Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the City of Lowell at a regular City Council Meeting held on the 19th day of March, 2018.

Sue Ullery, Clerk
City of Lowell



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: **March 16, 2018**

TO: **Mike Burns, City Manager**

FROM: **Susan Ullery, City Clerk**

RE: **LCTV Endowment Fund
Recommendations**

The LCTV Endowment Board met on March 6, 2018 to discuss the applications received for grant opportunities.

LCTV Chair Dennis Kent will present the recommendations.

2018 LCTV Endowment Board Recommendations

[illegible]



LOWELL CITY COUNCIL

MEMORANDUM

DATE: March 15, 2018

TO: Michael Burns, City Manager *MB*

FROM: Rich LaBombard, Assistant City Manager

RE: Service Credit Purchase for Rich LaBombard

Rich LaBombard has requested to purchase five years' service credit toward his Defined Benefit pension that he is eligible to receive in the City of Lowell. Michigan Municipal Employees' Retirement System (MERS) allows for an employee to purchase up to five years' generic time and transfer service time from other Act 88 MERS entities into another plan. MERS members have the option to purchase service credits to help meet an early retirement eligibility or to increase their pension.

Mr. LaBombard has 13 years and 9 months of service time in a Defined Contribution plan offered by MERS. Those service years count toward his total time in the MERS system, but they are not accounted for currently in a Defined Benefit pension.

The estimated cost for Mr. LaBombard to purchase five years of service credit is \$68,249.00. There is no cost to the City. Payment for this purchase will be made by rolling over funds from his Defined Contribution plan into the City's Defined Benefit plan. The rate charged is done so based on a number of actuarial assumptions. I have attached the document submitted to me from MERS.

In order to process this request, the governing body must approve the purchase and there is a resolution on the second page of the document that would need to be signed by the Mayor, if approved.

No recommendation is being made on this matter.

Application for Additional Service Credit Purchase

Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

This estimate is only valid for two months after February 1, 2018, the effective date of this calculation.

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

Participant Information

Richard M

Labombard

Date of Birth: 12/30/1970
Age: 47 years, 1 months
FAC as of calculation date: \$67,224.60

Employer Information

Lowell, City of

4104 / 10

Benefit Program

Benefit B-4 (80% max)
Benefit F55 (With 25 Years of Service)
Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
Benefit FAC-3 (3 Year Final Average Compensation)
10 Year Vesting
Defined Benefit Normal Retirement Age - 60

Service Credit

Earned service credit as of calculation date: 1 year, 9 months
Vesting Only Service:
Other Governmental Service used for Eligibility (MERS or Act 88):
Type of Credited Service to be Purchased: Generic
Amount of additional service requested: 5 years, 0 months

Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	X	Service Credit	X	Benefit Multiplier	=	Annual Benefit
Before Proposed Purchase	8/1/2027	56 years 7 months	\$95,370.75		11 years 3 months		2.5%		\$26,823.00
After Proposed Purchase	1/1/2026	55 years 0 months	\$89,970.62		14 years 8 months		2.5%		\$32,989.32

Estimated Cost of This Service Credit Purchase: \$68,249.00

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

Section 2: Calculation Assumptions

1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.75% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

5. Investment Assumption

The current investment return assumption for service credit purchase is 6.75%.

6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.

Section 3: Certification and Authorization

PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

Participant Signature _____

Date _____

GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on _____, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official _____

Date _____

Title _____

MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

[illegible]

**MONTHLY COMPARISON TOTALS
FEBRUARY 2017 AND 2018**

ACTIVITY	FEBRUARY	2017 YEAR-TO-DATE	FEBRUARY	2018 YEAR-TO-DATE
Total Arrests	16	43	30	62
Alcohol (MIP/Open Intox)	1	3	1	1
Drug Law Violations	2	4	2	10
Drunk Driving	1	1	5	7
Suspended License	2	7	1	4
Warrant Arrest	7	23	17	24
Other Arrests	3	5	4	16
Assault	0	2	1	1
Assault (Verbal)	4	7	2	8
Assault (Domestic)	2	5	2	3
Assist from Other Agency	7	12	4	12
Assist to Other Agency	14	24	18	31
Assist to Citizen	50	94	44	72
Breaking & Entering	0	0	0	0
Disorderly Conduct	2	4	0	0
Dog Complaints	1	2	1	2
Larceny	9	12	4	13
Malicious Destruction	1	2	2	3
Motorist Assist	4	11	7	13
Ordinance Violations	2	12	8	10
Accident Total	14	23	12	25
{Property Damage}	14	23	10	21
{Personal Injury}	0	0	2	4
Citations Issued	35	58	37	63
Traffic Stops: Warned	72	165	119	265
# of Traffic Stops Made	88	190	145	312
TOTAL COMPLAINTS	225	352	162	351

LOWELL POLICE DEPARTMENT
ASSISTING OTHER AGENCIES
FEBRUARY 2018

COMP. #	DATE	NATURE OF INCIDENT	DEPARTMENT	ACTION	VENUE
18-0203	2/2/2018	CPS INVESTIGATION	CPS	ASSISTED	CITY OF LOWELL
18-0208	2/3/2018	RECEIVED DRUG INFORMATION	IONIA COUNTY	ASSISTED	CITY OF LOWELL
18-0210	2/3/2018	TRAFFIC CONTROL ON PD ACCIDENT	KENT COUNTY	ASSISTED	LOWELL
18-0226	2/6/2018	PD ACCIDENT	KENT COUNTY	ASSISTED	VERGENNES
18-0240	2/8/2018	STAND-BY / CIVIL MATTER	KENT COUNTY	BACK-UP	LOWELL
18-0250	2/9/2018	MIP PARTY / UNFOUNDED	KENT COUNTY	ASSISTED	LOWELL
18-0267	2/13/2018	CPS INVESTIGATION	CPS	ASSISTED	CITY OF LOWELL
18-0268	2/13/2018	CPS INVESTIGATION	CPS	ASSISTED	CITY OF LOWELL
18-0269	2/13/2018	DELIVER SUBPOENA	IONIA COUNTY	ASSISTED	CITY OF LOWELL
18-0270	2/14/2018	CPS INVESTIGATION	CPS	ASSISTED	CITY OF LOWELL
18-0272	2/14/2018	CPS INVESTIGATION	CPS	ASSISTED	CITY OF LOWELL
18-0318	2/22/2018	FOUND PROPERTY	GRAND RAPIDS PD	ASSISTED	CITY OF LOWELL
18-0332	2/24/2018	SUICIDAL SUBJECT	KENT COUNTY	BACK-UP	LOWELL
18-0334	2/25/2018	ATTEMPT WARRANT PICK-UP	KENT COUNTY	BACK-UP	CITY OF LOWELL
18-0344	2/27/2018	WELFARE CHECK	GREENVILLE PD	ASSISTED	CITY OF LOWELL
18-0346	2/27/2018	CPS INVESTIGATION	CPS	ASSISTED	CITY OF LOWELL
18-0349	2/28/2018	SUSPICIOUS VEHICLE	KENT COUNTY	BACK-UP	LOWELL
18-0350	2/28/2018	PD ACCIDENT	KENT COUNTY	ASSISTED	LOWELL

**AGENCIES ASSISTING
LOWELL POLICE DEPARTMENT
FEBRUARY 2018**

COMP. #	DATE	NATURE OF INCIDENT	DEPARTMENT	STATUS
18-0273	2/14/2018	PD ACCIDENT / OWI ARREST	LOWELL FIRE DEPT	ASSISTED
18-0300	2/19/2018	POSSIBLE MARIJUANA ODOR	KCSD	BACK-UP
18-0322	2/23/2018	PI ACCIDENT	LOWELL FIRE DEPT	ASSISTED
18-0329	2/24/2018	FELONIOUS DOMESTIC ASSAULT	ROCKFORD AMBULANCE	ASSISTED



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

Monday, March 05, 2018

Fire Authority Board:

We responded to 75 total incidents for the month of February.

The ambulance is now back to 24 hr shifts at the Lowell station. This happened on the 5th of February. It is too soon to tell if this helps the response times.

The community expo is March 24th at the high school. We will have a table inside and weather permitting trucks outside.

The flood of 2018 did not bring any unusual calls. We had one flood related call and that was a carbon monoxide alarm. Ditch pump to close to the house. The crew was very busy that weekend, but nothing extra due to the flood. Communication with all departments was very good. Social media helped keep the residents informed and regular city/twp department head meetings, along with scheduled press conferences, kept everyone else in the loop. Great job by all! I believe we crested at 18.2'. The flood of 2013 was 19.2'

I have reached out to Raynor door of Ada to do an evaluation of the overhead doors in the bay area. I have also been asked to get the H-vac system looked at and this will take place on March 13th at 3:30 pm. Seaman's will be here to do the consultation.

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

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

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

Respectfully, Ron van Overbeek

Fire Chief, Lowell Area Fire Dept.

Lowell Area Fire Dept.

Lowell, MI

This report was generated on 3/1/2018 5:09:17 PM



Incident Count per User-Defined Fields for Date Range

Start Date: 02/01/2018 | End Date: 02/28/2018

ANSWERS		# INCIDENTS
USER-DEFINED FIELD: SCBA (Required)		
0		72
2		1
3		1
8		1
USER-DEFINED FIELD: Hose 1.5 inch Feet used (Required)		
0		75
USER-DEFINED FIELD: Hose 3 inch Feet used (Required)		
0		75
USER-DEFINED FIELD: Hose 5 inch feet used (Required)		
0		75
USER-DEFINED FIELD: Hand Tools Used (Required)		
0		69
1 Chain Saw		1
1 Roof hook, 1 pike pole		1
50 lbs oil dry, shovle, 2 brooms		1
broom and shovel cones		1
Hallagon, roof hook, pike pole.		1
Thermal imaging camera		1
USER-DEFINED FIELD: Rescue Tools Used (Required)		
0		73
2		1

lucas		1
USER-DEFINED FIELD: Water used (gal) (Required)		
0		75

Lowell Area Fire Dept.

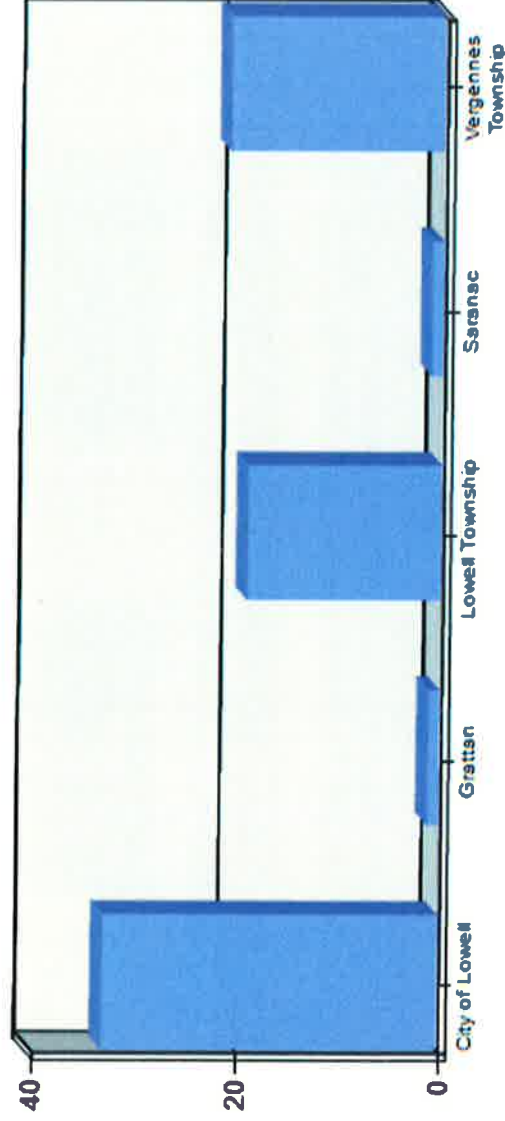
Lowell, MI

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Incident Count per Zone for Date Range

Start Date: 02/01/2018 | End Date: 02/28/2018



ZONE	# INCIDENTS
City of Lowell - City	33
Grattan - Grattan Township	1
Lowell Township - Lowell Township	19
Saranac - Saranac	1
Vergennes Township - Vergennes Township	21
TOTAL:	75

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

Lowell Area Fire Dept.

Lowell, MI

This report was generated on 3/1/2018 5:10:28 PM



Incident Count with Man-Hours per Zone for Date Range

Start Date: 02/01/2018 | End Date: 02/28/2018

ZONE	INCIDENT COUNT	MAN-HOURS
City of Lowell - City	33	50:23
Grattan - Grattan Township	1	15:30
Lowell Township - Lowell Township	19	28:45
Saranac - Saranac	1	4:56
Vergennes Township - Vergennes Township	21	49:56
TOTAL	75	149:30

CITY OF LOWELL
REPORT FOR : FEBRUARY
FOR: Michael Burns

DRINKING WATER TREATMENT AND FILTRATION PLANT

A TOTAL OF: 14.46574 MILLION GALLONS OF RAW WATER WAS TREATED FOR THE
MONTH OF: FEBRUARY TOTAL PUMPING TIME, TREATMENT AND THE DISTRIBUTION
OF THE FINISHED WATER TO THE SYSTEM REQUIRED 228.25 HOURS, WHICH RESULTED IN
280.25 MAN HOURS FOR THE OPERATION.

CHEMICAL COST PER MILLION GALLONS: \$ 183.32

ELECTRICAL COST PER MILLION GALLONS: \$ 319.87

TOTAL COST PER MILLION GALLONS: \$ 503.20

WATER PRODUCTION

DAILY AVERAGE: 0.517 MILLION GALLONS

DAILY MAXIMUM: 0.649 MILLION GALLONS

DAILY MINIMUM: 0.422 MILLION GALLONS

THE AVERAGE PLANT OPERATION TIME WAS 7.3629 HOURS PER DAY.

feb 2018

Monthly Report
Water and Sewer system

Customer Complaints	Water Quality	0
	High Water Usage	0
	Low Pressure	0
Fire Hydrants	Flushed	0
Meters	Final Reads	7
	New Meter Installs	2
	billing re-reads	28
Valves	Operated	6
Water Mains	Water Main Breaks	0
MISS DIGS	Marking of Water mains and Services, Storm Mains, and Sanitary Mains	35
Valve Box	Valve box Repairs	0
New Construction	On Site Construction Inspection	8
Sewer	Televised	
	Cleaned	
Flood		1

STREETS DEPARTMENT

February 2018

Major & Local Streets

Snow and Ice Control

#15 – 532 miles – 59.25 hrs #16 – 577 miles – 49.25 hrs.
#9 – 67 hrs
Hauled snow piles out

Pot holes:

6 Tons - pot holes filled with cold patch
Tons - of hot mix put down

Storm drains and ditches:

Cleaned off ice and leaves on drains throughout the City

Parking Lots

Plowed & hauled snow out

Public Works:

Plowed snow

Airport:

Sidewalks:

Plowed & removed snow

Trees, bushes, shrubs trimming and removal:

Traffic & Signs:

Fixed one way sign at Riverside
Worked on barricades in old garage

Misc:

Weekly Park Trash, D.D.A. Pickup (twice a week)
Set up City Hall weekly
Worked on ice rink
Took all equipment out of the Foreman Bldg. during flood
Lots of hours dealing with the flood

February 2018 Sexton's Report

Total of Burials: 1 of those were: full:1 cremations: 0 Year to date 1

Oakwood: Spent 73.75 hr's plus .25 hr's ot

- Moving snow.
- Since it was getting so warm. I *pruned up a number of my young trees.*
- *Spent time looking for some new plants for the downtown spaces.*
- *Showed a family who just lost a loved one where she could be buried.*
- *Went to a Trade Show to get credits for my pesticide license.*

City Hall : Spent 1.25 hrs.

- Lowered the flags, and then raised them.
- Changed a few light bulbs.

Englehardt Library: Spent 3.75 hr's doing the following:

- Filled soap dispensers in both bathrooms.
- Sucked up some water in carpet that appeared to come from the furnace room.
- Changed a few light bulbs.

D.D.A. Spent 45.5 hr's doing the following: removing a lot of snow, salting, plus 3 hr's ot. I also charged time for going to the trade show here.

Parks: 4 hr's removing snow, plus .75 hr's ot .

Museum: .25 hr. removing snow

D.P.W. 4.25 hr's removing snow plus morning meetings and .25 hr's ot

Water Plant: 1 hr. removing snow plus .25 hr's ot

Equipment Maint. .75 hr's washing equipment and .5 hr's ot

03/01/2018

FEB

CITY OF LOWELL - PERMIT LIST

Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PB18900133	1000 FOREMAN ST SE	02/07/2018	41-20-03-276-007	INTERIOR REMODEL	150.00	4,000
PB18900184	113 JAMES ST SE	02/27/2018	41-20-01-155-001	WOOD DECK	150.00	2,000
PB18900188	920 HIGH ST SE	02/27/2018	41-20-01-155-004	WOOD DECK	150.00	2,000

Total Permits: 3

Total Fee Amount: 450.00

Total Const. Value: 8,000

Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PE18900290	1400 FOREMAN ST SE	02/21/2018	41-20-03-276-008	Fire alarm tie in for flamex a	100.00	0
PE18900291	306 ELM ST SE	02/21/2018	41-20-02-338-012		115.00	0

Total Permits: 2

Total Fee Amount: 215.00

Total Const. Value: 0

Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PM18900290	628 HIGH ST	02/05/2018	41-20-02-286-015	LOT #64	80.00	0
PM18900293	1800 W MAIN ST SE	02/05/2018	41-20-03-451-001		80.00	0

Total Permits: 2

Total Fee Amount: 160.00

Total Const. Value: 0

Permit	Address	Issue Date	Parcel No.	Work Description	Permit Fee	Value
PP18900107	765 HUNT ST SE	02/05/2018	41-20-02-101-021	Water Heater at 759 Hunt St	55.00	0
PP18900123	1490 SIBLEY ST	02/08/2018	41-20-03-422-004		60.00	0

Total Permits: 2

CITY OF LOWELL - PERMIT LIST

FEB

03/01/2018

Total Fee Amount: 115.00

Total Const. Value: 0

Grand Total Permits: 9
Grand Total Permit Fee: 940.00
Grand Total Const. Value: \$8,000

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 02/28/2018

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GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
TAXES		1,977,996.52	1,743,553.67	42,236.72	234,442.85	88.15
STATE GRANTS		466,576.00	253,760.79	62,319.00	212,815.21	54.39
LICPER		40,100.00	34,248.19	9,827.37	5,851.81	85.41
CHARGES		316,850.00	36,817.02	6,733.00	280,032.98	11.62
INT		2,000.00	3,050.18	0.00	(1,050.18)	152.51
OTHER		16,000.00	26,270.87	1,372.98	(10,270.87)	164.19
TRANSIN		148,022.00	0.00	0.00	148,022.00	0.00
FINES		5,250.00	6,711.62	1,116.00	(1,461.62)	127.84
LOCAL		12,100.00	10,489.64	0.00	1,610.36	86.69
TOTAL REVENUES		2,984,894.52	2,114,901.98	123,605.07	869,992.54	70.85
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
101	COUNCIL	16,141.00	15,134.34	933.30	1,006.66	93.76
172	MANAGER	110,850.00	68,503.05	9,319.52	42,346.95	61.80
191	ELECTIONS	7,760.00	2,475.45	0.00	5,284.55	31.90
209	ASSESSOR	54,000.00	34,084.19	4,741.11	19,915.81	63.12
210	ATTORNEY	40,000.00	34,233.94	1,748.75	5,766.06	85.58
215	CLERK	117,620.00	72,246.90	8,853.83	45,373.10	61.42
253	TREASURER	211,128.00	115,691.22	12,838.44	95,436.78	54.80
265	CITY HALL	170,970.00	89,359.68	17,209.46	81,610.32	52.27
276	CEMETERY	124,485.00	76,493.27	8,477.24	47,991.73	61.45
294	UNALLOCATED MISCELLANEOUS	5,000.00	3,777.95	(111,139.07)	1,222.05	75.56
301	POLICE DEPARTMENT	676,280.00	445,418.62	62,620.56	230,861.38	65.86
305	CODE ENFORCEMENT	94,660.00	49,443.73	6,132.14	45,216.27	52.23
336	FIRE	125,000.00	90,743.35	29,824.99	34,256.65	72.59
371	BUILDING INSPECTION DEPARTMENT	0.00	0.00	0.00	0.00	0.00
400	PLANNING & ZONING	60,090.00	52,614.95	6,008.74	7,475.05	87.56
426	EMERGENCY MANAGEMENT	0.00	0.00	0.00	0.00	0.00
441	DEPARTMENT OF PUBLIC WORKS	275,900.00	151,117.70	23,551.74	124,782.30	54.77
442	SIDEWALK	26,385.00	1,279.96	267.90	25,105.04	4.85
443	ARBOR BOARD	0.00	0.00	0.00	0.00	0.00
523	TRASH	0.00	0.00	0.00	0.00	0.00
651	AMBULANCE	0.00	0.00	0.00	0.00	0.00
672	SENIOR CITIZEN CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
728	ECONOMIC DEVELOPMENT	21,100.00	12,014.99	1,488.14	9,085.01	56.94
747	CHAMBER/RIVERWALK	4,000.00	1,981.26	422.24	2,018.74	49.53
751	PARKS	162,680.00	80,047.08	6,588.11	82,632.92	49.21
757	SHOWBOAT	8,100.00	5,839.55	5,511.07	2,260.45	72.09
758	DOG PARK	0.00	0.00	0.00	0.00	0.00
774	RECREATION CONTRIBUTIONS	2,500.00	0.00	0.00	2,500.00	0.00
790	LIBRARY	86,950.00	55,659.25	9,118.54	31,290.75	64.01
803	HISTORICAL DISTRICT COMMISSION	165.00	14.17	0.00	150.83	8.59
804	MUSEUM	42,275.00	34,974.52	3,793.74	7,300.48	82.73
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	511,046.00	0.00	0.00	511,046.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 02/28/2018

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
TOTAL EXPENDITURES		2,955,085.00	1,493,149.12	108,310.49	1,461,935.88	50.53
TOTAL REVENUES						
TOTAL EXPENDITURES		2,984,894.52	2,114,901.98	123,605.07	869,992.54	70.85
NET OF REVENUES & EXPENDITURES		2,955,085.00	1,493,149.12	108,310.49	1,461,935.88	50.53
		29,809.52	621,752.86	15,294.58	(591,943.34)	2,085.75

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/28/2018

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GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
INT	INTEREST AND RENTS	200.00	292.40	0.00	(92.40)	146.20
OTHER	OTHER REVENUE	208,200.00	138,516.02	21,125.01	69,683.98	66.53
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
FED	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		208,400.00	138,808.42	21,125.01	69,591.58	66.61
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	120,600.00	62,051.09	0.00	58,548.91	51.45
463	MAINTENANCE	60,560.00	18,080.85	204.19	42,479.15	29.86
474	TRAFFIC	9,330.00	5,732.03	239.85	3,597.97	61.44
478	WINTER MAINTENANCE	43,100.00	39,731.90	9,587.78	3,368.10	92.19
483	ADMINISTRATION	13,200.00	500.00	0.00	12,700.00	3.79
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		246,790.00	126,095.87	10,031.82	120,694.13	51.09
TOTAL REVENUES		208,400.00	138,808.42	21,125.01	69,591.58	66.61
TOTAL EXPENDITURES		246,790.00	126,095.87	10,031.82	120,694.13	51.09
NET OF REVENUES & EXPENDITURES		(38,390.00)	12,712.55	11,093.19	(51,102.55)	33.11

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
CHARGES	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	0.00	21.64	0.00	(21.64)	100.00
OTHER	OTHER REVENUE	80,000.00	51,476.21	8,374.02	28,523.79	64.35
TRANSIN	TRANSFERS IN	180,000.00	0.00	0.00	180,000.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		260,000.00	51,497.85	8,374.02	208,502.15	19.81
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	17,900.00	0.00	0.00	17,900.00	0.00
463	MAINTENANCE	63,750.00	35,134.12	1,111.52	28,615.88	55.11
474	TRAFFIC	11,900.00	6,743.02	762.74	5,156.98	56.66
478	WINTER MAINTENANCE	60,800.00	54,685.65	13,933.08	6,114.35	89.94
483	ADMINISTRATION	16,900.00	500.00	0.00	16,400.00	2.96
906	DEBT SERVICE	75,205.00	73,705.00	0.00	1,500.00	98.01
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		246,455.00	170,767.79	15,807.34	75,687.21	€9.29
TOTAL REVENUES		260,000.00	51,497.85	8,374.02	208,502.15	19.81
TOTAL EXPENDITURES		246,455.00	170,767.79	15,807.34	75,687.21	69.29
NET OF REVENUES & EXPENDITURES		13,545.00	(119,269.94)	(7,433.32)	132,814.94	880.55

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/28/2018

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDDT USED
Fund 238 - HISTORICAL DISTRICT FUND						
Revenues						
INT	INTEREST AND RENTS	100.00	54.26	0.00	45.74	54.26
OTHER	OTHER REVENUE	50,000.00	50,000.00	0.00	0.00	100.00
TOTAL REVENUES		50,100.00	50,054.26	0.00	45.74	99.91
Expenditures						
000		50,000.00	64,474.00	13,368.00	(14,474.00)	128.95
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		50,000.00	64,474.00	13,368.00	(14,474.00)	128.95
TOTAL REVENUES		50,100.00	50,054.26	0.00	45.74	99.91
TOTAL EXPENDITURES		50,000.00	64,474.00	13,368.00	(14,474.00)	128.95
NET OF REVENUES & EXPENDITURES		100.00	(14,419.74)	(13,368.00)	14,519.74	14,419.7

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/28/2018

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
TAXES						
STATE	TAXES	420,000.00	470,582.97	23,003.48	(50,582.97)	112.04
INT	STATE GRANTS	0.00	8,201.79	0.00	(8,201.79)	100.00
OTHER	INTEREST AND RENTS	400.00	697.54	0.00	(297.54)	174.39
TRANSIN	OTHER REVENUE	0.00	72.98	0.00	(72.98)	100.00
	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		420,400.00	479,555.28	23,003.48	(59,155.28)	114.07
Expenditures						
000						
450	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
463	MAINTENANCE	100,000.00	9,845.00	0.00	90,155.00	9.85
483	ADMINISTRATION	88,050.00	77,685.53	7,752.22	10,364.47	88.23
740	COMMUNITY PROMOTIONS	32,400.00	10,913.83	1,356.35	21,486.17	33.68
906	DEBT SERVICE	65,000.00	11,417.50	70.47	53,582.50	17.57
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	161,364.00	0.00	0.00	161,364.00	0.00
		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		446,814.00	109,861.86	9,179.04	336,952.14	24.59
TOTAL REVENUES						
TOTAL EXPENDITURES		420,400.00	479,555.28	23,003.48	(59,155.28)	114.07
NET OF REVENUES & EXPENDITURES		446,814.00	109,861.86	9,179.04	336,952.14	24.59
		(26,414.00)	369,693.42	13,824.44	(396,107.42)	1,399.61

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 260 - DESIGNATED CONTRIBUTIONS						
Revenues						
STATE	STATE GRANTS	0.00	500,000.00	0.00	(500,000.00)	100.00
INT	INTEREST AND RENTS	700.00	2,160.00	0.00	(1,460.00)	308.57
OTHER	OTHER REVENUE	0.00	8,719.60	0.00	(8,719.60)	100.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL REVENUES		5,700.00	510,879.60	0.00	(505,179.60)	8,962.80
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
265	CITY HALL	0.00	0.00	0.00	0.00	0.00
276	CEMETERY	0.00	0.00	0.00	0.00	0.00
301	POLICE DEPARTMENT	0.00	332.50	0.00	(332.50)	100.00
442	SIDEWALK	0.00	0.00	0.00	0.00	0.00
443	ARBOR BOARD	5,000.00	6,402.50	0.00	(1,402.50)	128.05
474	TRAFFIC	0.00	630.00	630.00	(630.00)	100.00
751	PARKS	0.00	3,469.28	1,188.20	(3,469.28)	100.00
758	DOG PARK	700.00	519.83	49.26	180.17	74.26
759	COMMUNITY GARDEN	0.00	0.00	0.00	0.00	0.00
790	LIBRARY	0.00	1,697.71	0.00	(1,697.71)	100.00
TOTAL EXPENDITURES		5,700.00	13,051.82	1,867.46	(7,351.82)	228.98
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES						
		0.00	497,827.78	(1,867.46)	(497,827.78)	100.00

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 351 - GENERAL DEBT SERVICE (NON-VOTED BONDS)						
Revenues						
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	296,046.00	0.00	0.00	296,046.00	0.00
TOTAL REVENUES		296,046.00	0.00	0.00	296,046.00	0.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
906	DEBT SERVICE	296,046.00	60,522.51	0.00	235,523.49	20.44
TOTAL EXPENDITURES		296,046.00	60,522.51	0.00	235,523.49	20.44
TOTAL REVENUES		296,046.00	0.00	0.00	296,046.00	0.00
TOTAL EXPENDITURES		296,046.00	60,522.51	0.00	235,523.49	20.44
NET OF REVENUES & EXPENDITURES		0.00	(60,522.51)	0.00	60,522.51	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/28/2018

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 581 - AIRPORT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	12,216.00	8,044.36	651.05	4,171.64	65.85
INT	INTEREST AND RENTS	46,050.00	37,473.30	11,096.00	8,576.70	81.38
OTHER	OTHER REVENUE	1,000.00	1,025.00	0.00	(25.00)	102.50
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		59,266.00	46,542.66	11,747.05	12,723.34	73.53
Expenditures						
000		78,500.00	33,789.92	5,198.51	44,710.08	43.04
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		78,500.00	33,789.92	5,198.51	44,710.08	43.04
TOTAL REVENUES		59,266.00	46,542.66	11,747.05	12,723.34	73.53
TOTAL EXPENDITURES		78,500.00	33,789.92	5,198.51	44,710.08	43.04
NET OF REVENUES & EXPENDITURES		(19,234.00)	12,752.74	6,548.54	(31,986.74)	66.30

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 02/28/2018

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GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 590 - WASTEWATER FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
CHARGES	CHARGES FOR SERVICES	1,063,000.00	625,645.01	1,475.34	437,354.99	58.86
INT	INTEREST AND RENTS	3,000.00	3,139.88	0.00	(139.88)	104.66
OTHER	OTHER REVENUE	3,000.00	238.60	0.00	2,761.40	7.95
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
FED	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,069,000.00	629,023.49	1,475.34	439,976.51	58.84
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
550	TREATMENT	646,600.00	415,753.36	57,000.43	230,846.64	64.30
551	COLLECTION	455,350.00	124,997.87	9,543.21	330,352.13	27.45
552	CUSTOMER ACCOUNTS	77,850.00	34,307.71	4,533.22	43,542.29	44.07
553	ADMINISTRATION	270,568.00	114,118.75	0.00	156,449.25	42.18
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,450,368.00	689,177.69	71,076.86	761,190.31	47.52
TOTAL REVENUES		1,069,000.00	629,023.49	1,475.34	439,976.51	58.84
TOTAL EXPENDITURES		1,450,368.00	689,177.69	71,076.86	761,190.31	47.52
NET OF REVENUES & EXPENDITURES		(381,368.00)	(60,154.20)	(69,601.52)	(321,213.80)	15.77

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 02/28/2018

Page: 11/18

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	1,033,700.00	764,569.12	1,407.45	269,130.88	73.96
INT	INTEREST AND RENTS	5,540.00	13,409.49	624.04	(7,869.49)	242.05
OTHER	OTHER REVENUE	1,024,659.00	15,676.41	50.00	1,008,982.59	1.53
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		2,063,899.00	793,655.02	2,081.49	1,270,243.98	38.45
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
552	CUSTOMER ACCOUNTS	0.00	0.00	0.00	0.00	0.00
570	TREATMENT	574,510.00	257,196.22	42,022.51	317,313.78	44.77
571	DISTRIBUTION	1,367,254.00	112,997.82	13,727.94	1,254,256.18	8.26
572	CUSTOMER ACCOUNTS	83,500.00	33,841.80	4,162.37	49,658.20	40.53
573	ADMINISTRATION	435,845.50	184,947.54	20,693.50	250,897.96	42.43
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		2,461,109.50	588,983.38	80,606.32	1,872,126.12	23.93
TOTAL REVENUES						
TOTAL REVENUES		2,063,899.00	793,655.02	2,081.49	1,270,243.98	38.45
TOTAL EXPENDITURES		2,461,109.50	588,983.38	80,606.32	1,872,126.12	23.93
NET OF REVENUES & EXPENDITURES		(397,210.50)	204,671.64	(78,524.83)	(601,882.14)	51.53

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/28/2018

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 636 - DATA PROCESSING FUND						
Revenues						
INT	INTEREST AND RENTS	78,700.00	0.00	0.00	78,700.00	0.00
OTHER	OTHER REVENUE	0.00	2.45	0.00	(2.45)	100.00
TOTAL REVENUES		78,700.00	2.45	0.00	78,697.55	0.00
Expenditures						
000		73,000.00	60,766.44	6,512.98	12,233.56	83.24
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		73,000.00	60,766.44	6,512.98	12,233.56	83.24
TOTAL REVENUES						
		78,700.00	2.45	0.00	78,697.55	0.00
TOTAL EXPENDITURES		73,000.00	60,766.44	6,512.98	12,233.56	83.24
NET OF REVENUES & EXPENDITURES		5,700.00	(60,763.99)	(6,512.98)	66,463.99	1,066.03

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 02/28/2018

Page: 13/18

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 661 - EQUIPMENT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	160,050.00	131,482.33	19,572.40	28,567.67	82.15
INT	INTEREST AND RENTS	50.00	122.66	0.00	(72.66)	245.32
OTHER	OTHER REVENUE	0.00	495.78	99.20	(495.78)	100.00
TRANSIN	TRANSFERS IN	48,342.00	0.00	0.00	48,342.00	0.00
TOTAL REVENUES		208,442.00	132,100.77	19,671.60	76,341.23	63.38
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
895	FLEET MAINT. & REPLACEMENT	264,070.94	141,984.70	39,599.15	122,086.24	53.77
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		264,070.94	141,984.70	39,599.15	122,086.24	53.77
TOTAL REVENUES						
TOTAL EXPENDITURES		208,442.00	132,100.77	19,671.60	76,341.23	63.38
NET OF REVENUES & EXPENDITURES		264,070.94	141,984.70	39,599.15	122,086.24	53.77
		(55,628.94)	(9,883.93)	(19,927.55)	(45,745.01)	17.77

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 711 - CEMETERY FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	0.00	4,250.00	1,000.00	(4,250.00)	100.00
INT	INTEREST AND RENTS	0.00	471.29	0.00	(471.29)	100.00
TOTAL REVENUES		0.00	4,721.29	1,000.00	(4,721.29)	100.00
Expenditures						
000		140,000.00	0.00	0.00	140,000.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		140,000.00	0.00	0.00	140,000.00	0.00
TOTAL REVENUES		0.00	4,721.29	1,000.00	(4,721.29)	100.00
TOTAL EXPENDITURES		140,000.00	0.00	0.00	140,000.00	0.00
NET OF REVENUES & EXPENDITURES		(140,000.00)	4,721.29	1,000.00	(144,721.29)	3.37

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 02/28/2018

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDDT USED
Fund 714 - LEE FUND						
Revenues						
INT	INTEREST AND RENTS	4,000.00	(210.16)	0.00	4,210.16	(5.25)
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		4,000.00	(210.16)	0.00	4,210.16	(5.25)
Expenditures						
000						
965	TRANSFERS OUT	4,000.00	0.00	0.00	4,000.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
TOTAL REVENUES						
		4,000.00	(210.16)	0.00	4,210.16	5.25
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	(210.16)	0.00	210.16	100.00

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDGT USED
Fund 715 - LOOK FUND						
Revenues						
INT	INTEREST AND RENTS	18,000.00	(20,080.14)	0.00	38,080.14	(111.56)
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		18,000.00	(20,080.14)	0.00	38,080.14	(111.56)
Expenditures						
000		18,000.00	5,500.00	0.00	12,500.00	30.56
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		18,000.00	5,500.00	0.00	12,500.00	30.56
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES						
		0.00	(25,580.14)	0.00	25,580.14	100.00

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDT USED
Fund 716 - CARR FUND						
Revenues						
INT	INTEREST AND RENTS	0.00	25.44	0.00	(25.44)	100.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	25.44	0.00	(25.44)	100.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	25.44	0.00	(25.44)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	25.44	0.00	(25.44)	100.00

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	YTD BALANCE 02/28/2018	ACTIVITY FOR MONTH 02/28/2018	AVAILABLE BALANCE	% BDO USED
Fund 718 - CARR FUND II						
Revenues						
INT	INTEREST AND RENTS	0.00	89.09	0.00	(89.09)	100.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	89.09	0.00	(89.09)	100.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	89.09	0.00	(89.09)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	89.09	0.00	(89.09)	100.00
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		7,726,847.52	4,931,567.30	212,083.06	2,795,280.22	63.82
NET OF REVENUES & EXPENDITURES		8,735,938.44	3,558,125.10	361,557.97	5,177,813.34	40.73
		(1,009,090.92)	1,373,442.20	(149,474.91)	(2,382,533.12)	136.11

Monthly Operating Report

for the . . .

Contract Operation

of the . . .



Wastewater Treatment Plant

February 2018





March 15, 2018

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

Dear Mr. Burns:

On behalf of Suez I am pleased to submit the February Monthly Operating Report for the Lowell Wastewater Treatment Plant. During the month 51.27 million gallons of wastewater were treated, up from 38.82 million gallons the month before.

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

INDUSTRIAL PRETREATMENT PROGRAM

The Fullers Septic January surcharges were \$24.44. The February data was not received in time for this report. No operational problems were experienced at the plant from this discharge.

MAINTENANCE COST REPORT

Date	Vendor	Cost
2/7	Accurate Safety (1)	\$ 40.00
2/7	Showboat Automotive (2)	79.25
2/7	Amazon (3)	96.43
2/7	Lubrication Engineers (4)	980.29
2/7	Star Crane & Hoist (5)	341.12
2/7	North Central Labs (6)	256.50
Beginning Balance of the Annual Maintenance Allowance (Including carryover \$\$ from FY15-16)*		\$ 11,980.04
Maintenance Allowance Spent YTD		6,713.66
Balance of Maintenance Allowance		\$ 5,266.38

*The maintenance spending for FY 16-17 exceeded the annual allotment by \$19.96. That amount was deducted from the beginning balance on July 1st. That makes the beginning balance \$11,980.04 (\$12,000-\$19.96).

In addition to the preventive maintenance the following corrective maintenance activities

occurred:

- Performed testing on electrical safety gloves (1)
- Purchased bearings and seals for thickener gearbox rebuild (2)
- Purchased miscellaneous light bulbs, fuses and batteries for the plant (3)
- Purchased half drum and case of grease (4)
- Conducted annual hoist inspections (5)
- Purchased new pH probe for the lab (6)

PROJECTS FOR THE FUTURE

- Continue painting projects
- Purchase new phase monitor for main lift station
- Purchase heating element for lab autoclave

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

Respectfully submitted,

SUEZ



Mark Mundt
Plant Manager

FEBRUARY EFFLUENT ANALYSIS OVERVIEW

The daily average for CBOD was 4.5 mg/l, 82% under the NPDES limit of 25 mg/l. The worst 7-day average was 6.1 mg/l, 85% under the NPDES limit of 40 mg/l.

The daily average for Suspended Solids was 4.7 mg/l, 84% under the NPDES limit is 30 mg/l. The worst 7-day average was 7.6 mg/l, 83% under the NPDES limit is 45 mg/l.

The monthly average for Phosphorus was 0.43 mg/l, the limit is 1.0 mg/l.

The average removal rate for BOD was 96%; a minimum of 85% is required. The average removal rate for Suspended Solids was 96%; a minimum of 85% is required.

The geometric average for fecal coliform bacteria was 198 colonies/100 mls, the limit is 200 colonies/100 mls. The worst 7-day average was 240 colonies/100 mls, the limit is 400 colonies/100 mls.

The highest chlorine residual was 0.006 mg/l; the limit is 0.038 mg/l. The monthly average was 0.002 mg/l.

Appendix A



Plant Influent Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

R4607 4/74
4833-6040

Plant No.
410049

Month
February

Year
2018

Superintendent's Signature
Mark Mundt, Supt.

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

WEATHER				FLOW		RAW SEWAGE QUALITY								D A Y PN SF
Type Code	Precip Inches	Total MGD	Peak MGD	Temp F	pH SU	BOD mg/l	BOD LBS	mg/l	SS LBS	Total-P mg/l	VSS mg/l	NH3-N mg/l	Mercury ng/l	
0033	0045	50050	50051	00011	00400	00310	85001	00530	85002	00665	85004	00610	71900	
1	278	0.00	1.70										*G	
2	358	0.00	1.60	51	7.4	121	1251	100	1034		88			
3	3578	0.34	1.70											
4	2578	0.09	1.70											
5	257	0.03	1.70	51	7.9	105	1077	74	759		72			
6	257	0.10	1.70	51	7.8	118	1220	90	931	2.0	88	9.8		
7	257	0.00	1.50											
8	257	0.13	1.50											
9	358	0.15	1.50	51	8.0	124	1107	108	964		88			
10	3578	0.22	1.60											
11	257	0.07	1.50											
12	27	0.00	1.50	51	7.8	118	1112	86	810		84			
13	27	0.00	1.60	51	7.8	163	1482	152	1382	2.2	128	10.5		
14	27	0.00	1.60											
15	27	0.00	1.60											
16	27	0.00	1.60	51	7.7	173	1645	136	1293		118			
17	279	0.00	1.70											
18	279	0.00	1.60											
19	2469	1.49	2.10	50	7.6	252	2816	288	3219		284			
20	2469	1.72	3.80	50	7.9	98	2526	90	2319	1.4	68	6.4		
21	26	0.00	3.70	50										
22	246	0.04	4.40	50	7.7	100	3069	124	3806		98			
23	246	0.02	4.00											
24	2478	0.08	4.00											
25	278	0.00	3.60											
26	26	0.00	3.20	46	7.9	39	852	28	612		26			
27	26	0.00	4.00	46	7.9	34	658	38	735	0.8	22	3.2		
28	378	0.00	3.30											
29														
30														
31														
TL	XXXX	4.48	XXXX	XXXX	XXXX	XXXX	43901	XXXX	41682	XXXX	646	XXXX	XXXX	
ME	XXXX	XXXX	1.83	50	7.8	120	1568	110	1489	1.6	97	7.5	XXXX	
MAX	XXXX	1.72	4.00	51	8.0	252	3069	288	3806	2.2	284	10.5	XXXX	
MIN	XXXX	XXXX	1.07	46	7.4	34	658	28	612	0.8	22	3.2	XXXX	

Activated Sludge Sheet

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

Lowell, Michigan

Superintendent's Signature _____
 Mark Mundt, Supt.

State of Michigan
 Department of Environmental Quality

Plant No. 410049
 Month February
 Year 2018

AERATION SYSTEM				MIXED LIQUOR				SECONDARY SLUDGE				Process Modification see code 80889	REMARKS	
D	Aeration Volume KCF	Detention Time Hours	Sludge Age Days	Organic Loading F/M	MLSS mg/l	MLVSS mg/l	Settle. %	SDI %	DO mg/l	SVI %	SS %	VSS %	Waste Kgal	D
A	80993	81001	80990	80992	70323	70324	81004	81007	00300	8100	81006	70325	80991	A
Y														Y
PN														PN
SF														SF
1	96	13.1	11.9	0.13	2063	1640	20	1.03	5.2	97	0.42	0.34	0.0	1
2		13.9											27.5	2
3		13.2											0.0	3
4		13.6											0.0	4
5		14.0	18.5	0.10	2351	1869	23	1.02	4.5	98	0.25	0.20	26.2	5
6		13.9	14.7	0.11	2280	1820	22	1.04	4.9	96	0.38	0.30	0.0	6
7		14.5											0.0	7
8		14.6											0.0	8
9		16.1	7.5	0.19	1213	964	10	1.21	8.8	82	0.19	0.15	0.0	9
10		14.9											0.0	10
11		14.4											0.0	11
12		15.2	12.4	0.14	1672	1356	17	0.98	6.7	102	0.24	0.20	0.0	12
13		15.8	7.9	0.17	1851	1455	18	1.02	6.8	98	0.32	0.26	24.2	13
14		14.4											0.0	14
15		14.2											0.0	15
16		15.1	9.9	0.16	2129	1716	23	0.93	5.3	108	0.44	0.35	24.0	16
17		14.7											0.0	17
18		14.1											0.0	18
19		12.9	5.1	0.21	2727	2208	27	1.01	4.8	99	0.40	0.32	98.6	19
20		6.9											22.2	20
21		5.6	5.2	0.27	2005	1577	20	1.00	6.7	100	0.55	0.43	0.0	21
22		4.3											0.0	22
23		4.7							10.5		0.00	0.00	0.0	23
24		4.9											0.0	24
25		4.9											0.0	25
26		5.6											0.0	26
27		6.6	23.4	0.08	2389	1793	22	1.09	5.8	92	0.64	0.48	0.0	27
28		7.4	21.1	0.05	2590	2272	25	1.04	5.7	97	0.62	0.44	23.2	28
29														29
30														30
31														31
TL	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	244.9	TL
ME	96	11.5	12.5	0.15	2114	1697	21	1.03	6.3	97	0.37	0.29	8.7	ME
MAX	XXXX	16.1	23.4	0.27	2727	2272	27	1.21	10.5	108	0.64	0.48	98.6	MAX
MIN	XXXX	4.3	5.1	0.05	1213	964	10	0.93	4.5	82	0.00	0.00	XXXX	MIN

Remarks: 4833-5034
 R4609 4/74

Final Effluent Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

	Fecal	Total
MF	31616	31504
MPW	31615	31505

Plant No. 410049 Month February Year 2018 Sampling Point Code 001
Superintendent's Signature _____ Mark Mundt, Supt.
R 4610 4/74
4833-5468

D	CBOD	SS	Total - P	VSS	pH	DO	F.Coli	NH3	Cl2	Mercury	D
A	LBS.	LBS.	LBS.	% Rem	SU	mg/l	#/100ml	mg/l	mg/l	ng/l	A
Y	% Rem	% Rem	% Rem	% Rem							Y
PN	85001	85002	85004	81012	00400	00300	31616	00610	50660	71900	PN
SF	80082	00530	00665	81011							SF
1	2.7	2.4	2.5	98	7.5	12.8	104		0.006	*G	1
2											2
3											3
4											4
5	3.6	4.0	41	95	7.8	11.6	123		0.001		5
6	3.8	3.0	31	97	7.8	11.2	140	0.06	0.001		6
7											7
8											8
9	3.4	6.4	57	94	8.0	13.1	240		0.001		9
10											10
11											11
12	4.3	1.8	17	98	7.9	12.5	240		0.001		12
13	4.9	5.0	45	97	7.8	12.0	240	0.07	0.001		13
14											14
15											15
16	6.8	4.0	38	97	7.7	12.5	180		0.002		16
17											17
18											18
19	5.4	3.6	40	99	7.8	11.0	240		0.001		19
20											20
21	5.6	3.0	77	97	7.7	10.0	240	0.12	0.001		21
22											22
23	6.4	10.8	331	91	7.6	11.7	240		0.001		23
24											24
25											25
26											26
27	4.3	5.2	114	81	7.9	11.0	240	0.06	0.001		27
28	3.3	6.8	132	82	7.9	11.3	240		0.001		28
29											29
30											30
31											31
TL	XXXX	1967	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	TL
ME	4.5	70	96	96	7.14	11.7	198	0.08	0.002	XXXX	ME
WA	6.1	170	91	85	7.9	10.9	240	0.12	0.003	XXXX	WA
MAX	6.8	196	98	99	8.0	13.1	240	0.12	0.006	XXXX	MAX
MIN	2.7	28	89	81	7.5	10.0	104	0.06	0.001	XXXX	MIN

Remarks: Fecal Coli for February 9, 12, 13, 19, 21, 23, 27, 28 are actually "Greater Than"
Cl2 Residuals for February 5, 6, 9, 12, 13, 19, 21, 23, 27, 28 are actually "Less Than"

Miscellaneous Sheet

R 4607 4/74
4833-6040

State of Michigan
Department of Environmental Quality

Lowell, Michigan

Plant No. Month Year
410049 February 2018

Superintendent's Signature

Mark Mundt, Supt.

D A Y P N S	Grit	Aux Fuel	Power Consumption	Chemicals Applied	
				CL2	FeCL2
		Nat. Gas	KWH	LBS	GAL
1		2	3		
2		29	1.6	9	25
3		28	1.6	11	30
4		17	1.4	10	30
5		24	1.6	8	25
6		34	1.6	8	30
7		27	1.6	8	25
8		25	1.8	6	25
9		27	1.6	8	30
10		21	1.6	16	30
11		5	1.8	5	25
12		33	1.6	5	30
13		28	1.8	5	25
14		23	1.6	9	25
15		19	1.6	13	30
16		12	1.6	11	30
17		15	1.6	12	25
18		11	1.4	10	30
19		14	1.8	16	25
20		16	1.6	13	30
21		8	2.0	13	25
22		13	1.8	16	30
23		17	1.8	19	25
24		10	1.0	13	30
25		8	2.0	12	30
26		13	2.0	17	30
27		0	1.8	12	25
28		24	1.6	17	25
29		8	1.6	12	25
30					
31					
TL	28	509	46.4	314	770
ME	1	18	1.7	11	28
MAX	1	34	2.0	19	30
MIN	1	0	1.0	5	25

Manpower						
Position Title	Full Time	Part Time	Total Hours	No. of Vac.	No. of Separations	No. of New Hires
Superintendent	1	0	176	0	0	0
Shift Operator	1	1	196	0	0	0
Total	2	1	372	0	0	0
Weekday Hrs.	9					
Saturday Hrs.	4					
Sunday Hrs.	4					
Holiday Hrs.	4					

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

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)
 MINOR
 (SUBR GC)
 F-FINAL
 001 MUN.WASTEHD20--FLAT RIVER

FACILITY: LOWELL WWTP
LOCATION: LOWELL
ATTN: MARK MUNDT

PERMIT NUMBER		MI0020311	
DISCHARGE NUMBER		001 A	

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

PARAMETER	QUANTITY OR LOADING			QUALITY OR CONCENTRATION			NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
	AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM			
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	1.83	4.00	(03)	*****	*****	*****	-	7/7	RECORD FLOW
50050 1 0 0 EFFLUENT GROSS VALUE	REPORT MONTHLY AVG	REPORT DAILY MAX	MGD	*****	*****	*****		WEEKDAYS	RECORD FLOW
SOLIDS, TOTAL SUSPENDED	79	204	(26)	*****	4.7	7.6	0	3/7	24 HR COMP
00530 B 0 0 PRIOR TO DISINFECT	360	530	lbs/day	*****	MONTHLY AVG	45		WEEKDAYS	24 HR COMP
BOD, CARBONACEOUS	70	170	(26)	*****	4.5	6.1	0	3/7	24 HR COMP
05 DAY, 20C	300	470	lbs/day	*****	MONTHLY AVG	40		WEEKDAYS	24 HR COMP
80082 B 0 0 PRIOR TO DISINFECT	*****	*****	*****	*****	0.12		0	1/7	24 HR COMP
NITROGEN, AMMONIA TOTAL (AS N)	*****	*****	*****	*****	REPORT DAILY MAX			WEEKLY	24 HR COMP
00610 B 1 0 PRIOR TO DISINFECT	*****	*****	*****	*****	0.58		0	1/7	24 HR COMP
PHOSPHORUS, TOTAL (AS P)	7.1	14.95	(26)	*****	0.43			WEEKLY	24 HR COMP
00665 B 0 0 PRIOR TO DISINFECT	12	REPORT DAILY MAX	lbs/day	*****	MONTHLY AVG			WEEKLY	24 HR COMP
CHLORINE, TOTAL RESIDUAL	*****	*****	*****	*****	0.006		0	3/7	GRAB
50060 P 0 0 SEE COMMENTS BELOW	*****	*****	*****	*****	0.038			WEEKDAYS	GRAB
MERCURY, TOTAL	*****	*G		*****	*****	*G	0	1/90	GRAB
71900 B 0 0 PRIOR TO DISINFECT	*****	Report Max Monthly Avg	lbs/day	*****	Report Max Monthly Avg			QUARTERLY	GRAB

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

P=AFTER DISINFECTION

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

This is an electronic copy.

DISCHARGE NUMBER

F-FINAL

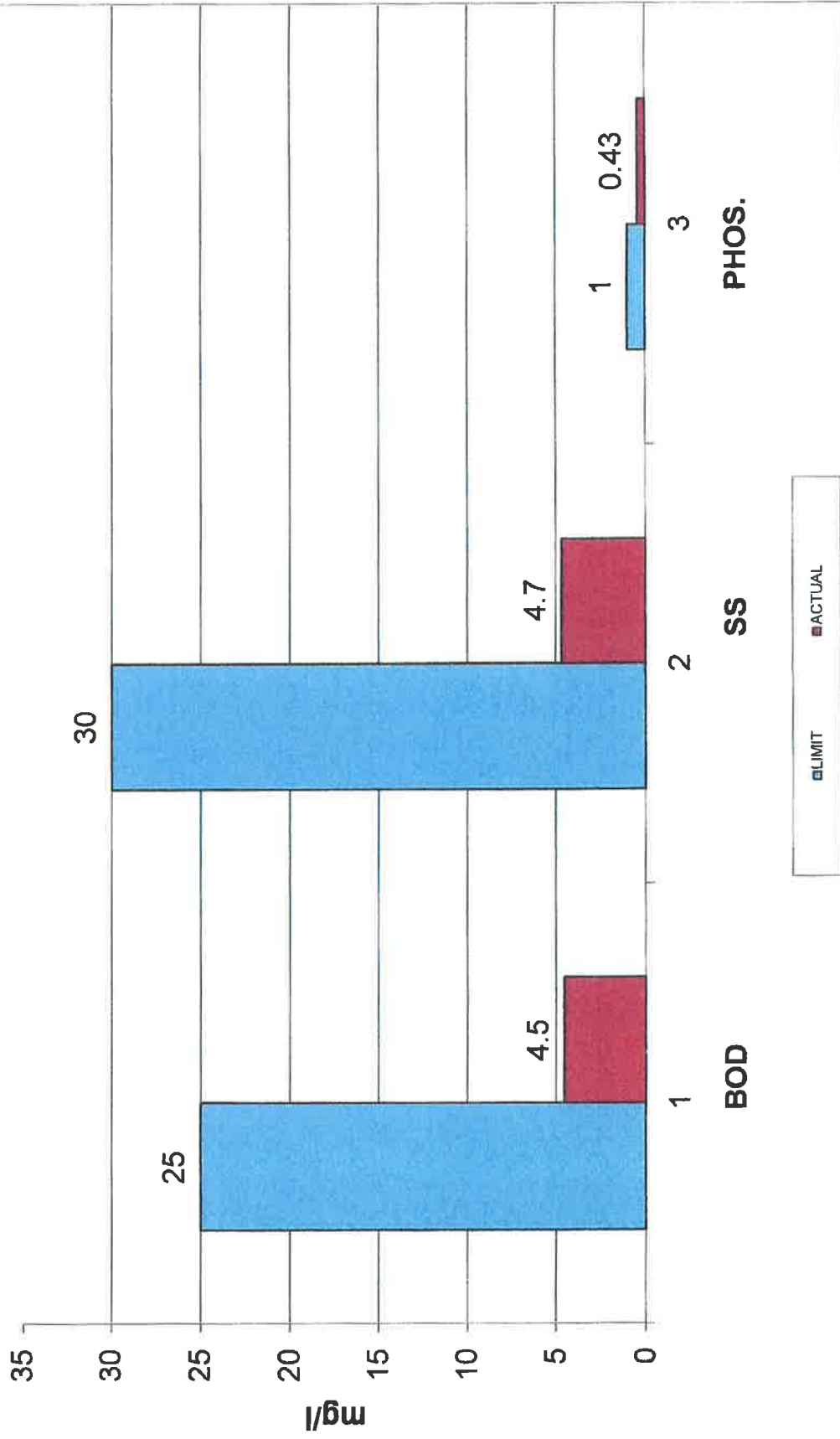
NOTE: Read instructions before completing this form.

TYPED OR PRINTED

Appendix B



EFFLUENT LIMIT vs ACTUAL



DESIGN FLOW vs ACTUAL FLOW

