

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

CITY OF LOWELL CITY COUNCIL AGENDA MONDAY, AUGUST 6, 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 and closed minutes of the July 16, 2018 City Council meeting.
 - Authorize payment of invoices in the amount of \$459,307.55
- 3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

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

- 4. OLD BUSINESS
- 5. NEW BUSINESS
 - a. Payment to KCRC for Hudson Street
 - b. Progressive Heating, Cooling & Refrigeration, Inc. Preventative Maintenance Agreement
 - c. First Advantage Enterprise Screening Corporation Substance Abuse Testing Services Agreement
- 6. BOARD/COMMISSION REPORTS
- 7. MANAGER'S REPORT
- 8. APPOINTMENTS
- 9. COUNCIL COMMENTS
- 10. ADJOURNMENT

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



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

MEMORANDUM

TO:

Lowell City Council

FROM:

Michael Burns, City Manager

RE:

Council Agenda for Monday, August 6, 2018

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

CONSENT AGENDA

- Approval of the Agenda.
- Approve and place on file the regular and closed minutes of the July 16, 2018 City Council meeting.
- Authorize payment of invoices in the amount of \$459,307.55

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

5. NEW BUSINESS

a. Payment to KCRC for Hudson Street. Memo is provided by City Manager Mike Burns.

Recommended Motion: That the Lowell City Council approve payment of the total cost of the Hudson Street repaying at a cost not to exceed \$106,104.17.

b. <u>Progressive Heating, Cooling & Refrigeration, Inc. – Preventative Maintenance Agreement</u>. Memo is provided by Assistant City Manager Rich LaBombard.

Recommended Motion: That the Lowell City Council approve the Preventative Maintenance Agreements with Progressive Heating, Cooling & Refrigeration, Inc. located in Lowell, Michigan and authorize the Mayor and/or City Clerk to sign on behalf of the City Council.

c. <u>First Advantage Enterprise Screening Corporation – Substance Abuse Testing Services Agreement.</u>
Memo is provided by Assistant City Manager Rich LaBombard.

Recommended Motion: That the Lowell City Council approve the Substance Abuse Testing Services Agreement with First Advantage Enterprise Screening Corporation of Atlanta, Georgia, and authorize the Mayor and/or City Clerk to sign on behalf of the City Council.

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

PROCEEDINGS OF CITY COUNCIL OF THE CITY OF LOWELL MONDAY, JULY 16, 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 Mayor Mike DeVore and City Clerk Sue Ullery called roll.

Present:

Councilmembers Greg Canfield, Jeff Phillips, Jim Salzwedel, Marty Chambers and

Mayor DeVore.

Absent:

None.

Also Present:

City Manager Michael Burns, City Clerk Sue Ullery, DPW Director Rich LaBombard,

L&P General Manager Steve Donkersloot and Police Chief Steve Bukala.

2. APPROVAL OF THE CONSENT AGENDA.

• Approval of the Agenda.

• Approve and place on file the regular minutes and the closed minutes of the July 2, 2018 City Council meeting.

• Authorize payment of invoices in the amount of \$111,792.61.

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

YES: Councilmember Canfield, Mayor Devore, and Councilmember Salzwedel, Councilmember Phillips, Councilmember Chambers.

NO:

None.

ABSENT:

None.

MOTION CARRIED.

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

Perry Beachum who resides at 924 Riverside Drive thanked the Council for their vote of confidence in him doing the floor covering at City Hall. He also thanked Assistant City Manager Rich LaBombard for making a call to the County regarding the construction cones on Hudson. Beachum also reminded everyone that the Pink Arrow Events are coming soon.

OLD BUSINESS.

There was none.

NEW BUSINESS.

a. Establishment of Brownfield Redevelopment Authority.

City Manager Mike Burns stated that a few months ago, he had approached City Council about the establishment of a Brownfield Redevelopment Authority for the entire City and for the Downtown Development Authority Board to serve as the Brownfield Redevelopment Authority Board. The City Council indicated support for doing this and the Downtown Development Authority voted to accept

the task. Burns explained the steps required to establish the Authority and that the first step is for Council to approve a resolution declaring the intent to establish a Brownfield Authority and to designate the boundaries of the Brownfield Redevelopment Zone as well as set a time and date for a public hearing.

IT WAS MOVED BY CHAMBERS and seconded by PHILLIPS to approve Resolution No. 24-18 declaring intent to establish a Brownfield Redevelopment Authority and to designate the boundaries of a Brownfield Redevelopment Zone and setting the time and date for a Public hearing for the establishment of said authority and the designating of the boundaries of said zone.

YES: Mayor Devore, Councilmember Salzwedel, Councilmember Phillips, and Councilmember Chambers, Councilmember Canfield.

NO: None.

ABSENT: None.

MOTION CARRIED.

b. MERS Actuarial.

City Manager Mike Burns stated the City recently received its 2017 Michigan Municipal Employee Retirement System (MERS) Actuarial report and gave a PowerPoint presentation explaining the report.

6. BOARD/COMMISSION REPORTS.

Councilmember Canfield stated LARA met on July 11, 2018 and Phase 1A (trails) from Gee Drive to M-21 is complete with good news; that by using a local contactor, the invoice came in under the bid somewhere between \$25,000-\$35,000 less. Love week with Impact Church had 606 volunteers with 1300 hours of work and the Baptist Church helped on the trails with 40 volunteers and 112 hours of work. There is no response yet from MDOT on Phase 2 (trails) on connecting both sides of the City so we believe that is good news, that they do not need additional information. The DNR Trust Fund is in process, we expect to hear from them in August or September and by October we need to have our easements and local funding in place and hopefully December will be final approval on that.

Councilmember Chambers stated the Planning Commission gave King Milling approval on their site plan for 115 S. Broadway.

Mayor Devore stated Fire Authority was cancelled for the month of July.

MANAGER'S REPORT.

City Manager Mike Burns reported on the following:

- Riverwalk Festival was great, Liz Baker from the Chamber of Commerce did an excellent job managing the event.
- Next week, Eight West from WOOD TV 8 will be here all next week featuring Lowell business's and filming some featured stories.
- Thank you to Perry Beachum for the great work on the flooring upstairs at City Hall.
- The City will be making some technical upgrades in some of the conference rooms.

- Working on RFP's for the Bowes Road Property, the feasibility study for future use of the fairgrounds as well as seeking proposals for the City income tax.
- Rich LaBombard will be handling the City Managers portion at the next meeting on August 6th as Mike Burns will be on vacation.

8. APPOINTMENTS

None.

9. COUNCIL COMMENTS.

Councilmember Canfield stated at the last cancelled Coffee with Council, a resident did show up so he met with Ron Stevens who resides at 612 N. Monroe, and Ron is concerned with the truck traffic that still sneaks through on Monroe and thinks if it was converted to a one-way street that might solve that problem. Canfield then stated the Riverwalk Festival was great and also wanted to applaud the new owners of the Key Vista trailer park for their huge improvement to the trailer park.

Councilmember Phillips hopes everyone has a great week.

Mike DeVore, Mayo	r	S	usan Ullery, City Clerk
DATE:		A	APPROVED:
	BY SALZWEDEL and NO: None.		LIPS to ADJORN AT 8:16. MOTION CARRIED.
10. <u>ADJOURNME</u>	NT.		
	BY CANFIELD and so NO: None.	econded by CHAMB ABSENT: None.	ERS to come out of closed session at 8:16 p.m MOTION CARRIED.
IT WAS MOVED B YES: 5. NO:		l seconded by CHAN ABSENT: None.	MBERS to go into a closed session at 7:56 p.m. MOTION CARRIED.

CITY OF LOWELL KENT COUNTY, MICHIGAN

RESOLUTION NO. 24-18

RESOLUTION DECLARING INTENT TO ESTABLISH A BROWNFIELD REDEVELOPMENT AUTHORITY AND TO DESIGNATE THE BOUNDARIES OF A BROWNFIELD REDEVELOPMENT ZONE AND SETTING THE TIME AND DATE FOR A PUBLIC HEARING FOR THE ESTABLISHMENT OF SAID AUTHORITY AND THE DESIGNATING OF THE BOUNDARIES OF SAID ZONE

Councilmember <u>CHAMBERS</u> seconded by Councilmember <u>PHILLIPS</u> moved the adoption of the following resolution:

WHEREAS, the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381"), authorizes the City Council to establish a brownfield redevelopment authority (an "authority") and to designate the boundaries of a brownfield redevelopment zone (a "zone"); and

WHEREAS, the City has determined that it is in the best interest of the City and its residents to promote revitalization of environmentally distressed, functionally obsolete and blighted properties in the City through the establishment of an authority and the designation of a zone pursuant to Act 381; and

WHEREAS, prior to establishing an authority and designating a zone, the City Council is required to hold a public hearing pursuant to public notice as required by Act 381.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. That the City Council hereby declares its intent to establish and provide for the operation of an authority and to designate the boundaries of a zone as provided in Act 381.
- 2. That it is the intent of the City Council that the boundaries of the zone subject to the jurisdiction of the authority shall be all of the property within the jurisdictional limits of the City.

That a public hearing on the creation of an authority and the designation of the 3. zone shall be held at 7:00 p.m., local time, on Monday, August 20, 2018.

4. That the City Clerk is directed to cause notice of the public hearing in

substantially the form attached hereto as Exhibit A to be published twice in The Lowell Ledger, a

newspaper of general circulation in the City, each not less than 20 nor more than 40 days prior to

the date of the public hearing.

5. That all resolutions or parts of resolutions in conflict herewith shall be and the

same are hereby rescinded to the extent of such conflict.

YEAS: Mayor DeVore and Councilmembers Salzwedel, Phillips, Chambers and Canfield.

NAYS:

Councilmembers None.

ABSTAIN:

Councilmembers None.

ABSENT:

Councilmembers None.

RESOLUTION DECLARED ADOPTED.

Dated: July 16, 2018

Susan Ullery

n Ullvrif

n Ullery

City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell at a regular meeting held on July 16, 2018, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: July 16, 2018

Susan Ullery

City Clerk

EXHIBIT A

CITY OF LOWELL KENT COUNTY, MICHIGAN

NOTICE OF PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF A BROWNFIELD REDEVELOPMENT AUTHORITY AND TO DESIGNATE THE BOUNDARIES OF A BROWNFIELD REDEVELOPMENT ZONE

PLEASE TAKE NOTICE that the City Council of the City of Lowell will hold a public hearing to consider the establishment of a brownfield redevelopment authority and to designate the boundaries of a brownfield redevelopment zone pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381").

The proposed boundaries of the brownfield redevelopment zone would include all of the property within the jurisdictional limits of the City.

TAKE FURTHER NOTICE that the public hearing will be held at 7:00 p.m., local time, on Monday, August 20, 2018, in the City Hall, 301 E. Main Street in the City of Lowell, Kent County, Michigan, at which time any resident, taxpayer, official from a taxing jurisdiction whose millage may be subject to capture under a brownfield plan as defined in Act 381, or property owner within the City will be given the opportunity to be heard regarding the establishment of the brownfield redevelopment authority and the designation of the boundaries of the proposed brownfield redevelopment zone.

Susan Ullery City Clerk 08/03/2018 03:36 PM

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EXP CHECK RUN DATES 07/17/2018 - 08/03/2018

BOTH JOURNALIZED AND UNJOURNALIZED

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERA	L FUND				
Dept 000 101-000-040.000	ACCOUNTS RECEIVABLE	63RD DISTRICT COURT	BOND JUSTIN JAUREZ	100.00	71535
101-000-040.000	ACCOUNTS RECEIVABLE	EVERGREEN UNDERGROUND, IN	PUMP FOR SOFTBALL FIELD B	562.94	71556
101-000-084.015	DUE FROM FIRE AUTHORITY	MANSZEWSKI LANDSCAPING LL		150.00	71536
	DUE FROM LIGHT & POWER	DICKINSON WRIGHT PLLC	PROF SERVICES - SABO PR	532.60	71553
	DUE FROM LIGHT & POWER	DICKINSON WRIGHT PLLC	PROF SERVICES - SABO PR	466.50	71601
101-000-222.001	DUE CO-DELINQ PERS PROP T	KENT COUNTY TREASURER	TAX DISBURSEMENT - DELINQ	0.57	71609
	DUE SCHL-DELINQ PERS PROP		TAX DISBURSEMENT	1.36	71612
101-000-228.009	DUE TO STATE-DELING S.E.T	KENT COUNTY TREASURER	TAX DISBURSEMENT - DELINO	0.60	71609
		KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	0.56	71610
		GRAND RAPIDS COMMUNITY CO		0.17	71606
		LOWELL AREA HISTORICAL MU		0.02	71611
	UNDISTRIBUTED DELINQUENT	GRAND RAPIDS COMMUNITY CO		0.02	71606
	UNDISTRIBUTED DELINQUENT	KENT COUNTY TREASURER	TAX DISBURSEMENT - DELINO	0.12	71609
	UNDISTRIBUTED DELINQUENT	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	0.06	71610
	UNDISTRIBUTED DELINQUENT	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	0.11	71612
	CREEKSIDE DEPOSIT	BRUCE, MARY	CREEKSIDE DEPOSIT	50.00	71549
101-000-285.004	CREEKSIDE DEPOSIT	CASAREZ, BRIAHNA	CREEKSIDE PARK DEPOSIT	50.00	71598
	CREEKSIDE DEPOSIT	GOODEMOOT, MAUREEN	CREEKSIDE PARK DEPOSIT	50.00	71605
101-000-677.000		LOWELL LIGHT & POWER	STREET LIGHT R & M/ CREDI	(25.00)	71569
		Total For Dept 000	ornadi dioni ii a ii, ondbi	1,940.63	,1305
Dept 172 MANAGER		•			
101-172-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT 6/10 -	51.88	71579
Dept 191 ELECTIO	ONS	Total For Dept 172 MANAGE		51.88	
	OPERATING SUPPLIES	ADAMS REMCO, INC.	ELECTION SUPPLIES	19.86	71537
101-191-740.000	OPERATING SUPPLIES	ELECTIONSOURCE	ELECTION SUPPLIES	70.00	71554
101-191-860.000	TRAVEL EXPENSES	ULLERY, SUSAN	MILEAGE CLERKS CONF TRAVE	150.42	71628
		Total For Dept 191 ELECTI		240.28	
Dept 210 ATTORNE 101-210-801.000	EY PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROF SERVICES - SABO PR	532.60	71553
	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROFESSIONAL SERVICES - G	2,812.00	71601
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROF SERVICES - PCI	277.50	71601
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROF SERVCIES - BOY SCOUT	370.00	71601
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROF SERVICES - ADMIRAL	74.00	71601
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROF SERVICES - SABO PR	466.50	71601
		Total For Dept 210 ATTORN		4,532.60	,1001
Dept 215 CLERK				4,332.00	
101-215-850.000		SPRINT	ACCOUNT STATEMENT 6/10 -	51.88	71579
101-215-860.000		BROWN, AMY	KCCA MEETING 6/14/18	13.28	71547
101-215-955.000	MISCELLANEOUS EXPENSE	IIMC	MEMBERSHIP - ULLERY & BRO	260.00	71564
Dept 253 TREASUR	PR P	Total For Dept 215 CLERK		325.16	
	PROFESSIONAL SERVICES	FLEX ADMINISTRATORS, INC.	ADMIN FEE JUNE 2018	55.00	71558
		Total For Dept 253 TREASU		55.00	
Dept 265 CITY HA 101-265-727.000		SUPPLYGEEKS	OFFICE SUPPLIES	174.00	71582
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	83.34	71626
101-265-802.000	CONTRACTUAL		CLEANING SERVICES	540.00	71533
101-265-802.000		PROGRESSIVE HEATING COOLI		400.00	71574
101-265-802.000	CONTRACTUAL	PROGRESSIVE HEATING COOLI		417.00	71574
101-265-802.000			CLEANING SERVICES	510.00	71622
101-265-802.000			TRASH SERVICES	64.45	71621
101-265-850.000		COMCAST CABLE		129.85	71534
101-265-850.000			MONTHLY ACCESS POINT	409.72	71613

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERA					
Dept 265 CITY F	HALL) PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	3,256.47	71613
	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	306.92	71600
101-265-930.000	REPAIR & MAINTENANCE	FASTENAL COMPANY	CITY HALL R & M	67.91	71557
	REPAIR & MAINTENANCE		HEARTSTART BATTERY & PADS	1,231.56	71571
	REPAIR & MAINTENANCE	WORD MOBILE WASH, LLC	CITY HALL - EXTERIOR WASH	1,000.00	71629
	BUILDING IMPROVEMENTS	BEACHUM, PERRY	UPSTAIRS CITY HALL CARPET	4,072.00	71532
					71332
Dept 276 CEMETE	ERY	Total For Dept 265 CITY H		12,663.22	
101-276-740.000	OPERATING SUPPLIES	BFG SUPPLY	PRO SEEDING ACCELERTOR	36.16	71544
101-276-740.000	OPERATING SUPPLIES	TIP TOP GRAVEL CO.	TOP SOIL	76.42	71627
101-276-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	60.97	71613
		Total For Dept 276 CEMETE		173.55	
	CATED MISCELLANEOUS UNALLOCATED INSURANCE	BHS INSURANCE	INSURANCE RENEWAL 7/1 18	108,503.00	71596
		Total For Dept 294 UNALLO		108,503.00	
Dept 301 POLICE		-		100,303.00	
	REPORTS & FINGERPRINT FEE		LIVE SCAN JUNE 2018	252.00	71581
	OFFICE SUPPLIES	HOOPER PRINTING	ID BADGE - VERHIL	20.00	71607
101-301-743.000		MICHIGAN POLICE EQUIPMENT	AMMUNITION	90.00	71570
101-301-744.000		NYE UNIFORM COMPANY	POLICE UNIFORMS - VERHIL	91.00	71572
101-301-744.000		CURTIS CLEANERS	POLICE UNIFORM CLEANING	320.75	71552
	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT 6/10 -	854.84	71579
	COMMUNICATIONS	VERIZON WIRELESS	ACCOUNT STATEMENT	158.07	71587
	COMMUNICATIONS	LOWELL LIGHT & POWER	MONTHLY ACCESS POINT	104.63	71613
101-301-930.000	R & M EQUIPMENT	CHROUCH COMMUNICATIONS, I	POLICE R & M	100.94	71550
	R & M POLICE CARS	BETTEN BAKER	ACCOUNT STATEMENT	474.00	71595
	MISCELLANEOUS EXPENSE	GR CITY TREASURER	PARKING VALIDATION - LPD	15.00	71559
101-301-957.000	TRAINING	LERMA	LERMA TRAINING - HEFFRON	85.00	71566
D 4 226 7777		Total For Dept 301 POLICE		2,566.23	
Dept 336 FIRE 101-336-985.000	FIRE COMMISSION PAYMENT	LOWELL FIRE & EMERGENCY S	1ST QTR (JULY-SEPT) 2018	29,637.45	71568
		Total For Dept 336 FIRE		29,637.45	
Dept 400 PLANNI	NG & ZONING PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	1,225.00	71589
	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	75.00	71589
	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	315.00	71589
	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	645.00	71589
		Total For Dept 400 PLANNI		2,260.00	
	MENT OF PUBLIC WORKS	•		2,200.00	
	OPERATING SUPPLIES	SUPPLYGEEKS	BATHROOM SUPPLIES	29.98	71582
101-441-802.000		MANSZEWSKI LANDSCAPING LL		150.00	71536
101-441-802.000	CONTRACTUAL	PROGRESSIVE HEATING COOLI	DPW QTRLY MAINT	112.00	71574
101-441-802.000		STEALTH PEST MANAGEMENT L	PEST CONTROL STATMENT	50.00	71624
101-441-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICES	207.86	71621
101-441-850.000		SPRINT	ACCOUNT STATEMENT 6/10 -	76.88	71579
101-441-850.000	COMMUNICATIONS	COMCAST CABLE	DPW CABLE	33.08	71599
101-441-850.000		LOWELL LIGHT & POWER	MONTHLY ACCESS POINT	28.85	71613
101-441-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	411.45	71613
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	75.44	71600
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	STREET LIGHT R & M/ CREDI	739.66	71569
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,213.55	71613
	DEDATO C MATNERNANCE	CELE CEDVE TUMBED	ACCOUNT STATEMENT	49.99	71577
101-441-930.000	REPAIR & MAINIENANCE	SELF SERVE LUMBER	ACCOUNT STATEMENT	30.00	11311
101-441-930.000 101-441-975.000		LITES PLUS, INC.	DPW LITES	1,999.85	71567

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount Check #

Dept 441 DEPARTMENT OF PUBLIC WORKS	Total For Dont 441 Depart		10 120 50	
Dept 747 CHAMBER/RIVERWALK	Total For Dept 441 DEPART		10,138.59	
101-747-920.000 CHAMBER UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	127.87	71613
Dont 751 DADYS	Total For Dept 747 CHAMBE		127.87	
Dept 751 PARKS 101-751-740.000 OPERATING SUPPLIES	BFG SUPPLY	PRO SEEDING ACCELERTOR	36.16	71544
101-751-740.000 OPERATING SUPPLIES	SPRINT	ACCOUNT STATEMENT 6/10 -	25.00	71579
101-751-740.000 OPERATING SUPPLIES	SUPPLYGEEKS	BATHROOM SUPPLIES	29.98	71582
101-751-740.000 OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	PARKS SUPPLIES	129.73	71546
101-751-740.000 OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	DPW SUPPLIES	198.65	71546
101-751-740.000 OPERATING SUPPLIES	TIP TOP GRAVEL CO.	TOP SOIL	89.51	71627
101-751-802.000 CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOMS- REC P	210.00	71565
101-751-802.000 CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	2018 MOWING PYMT 2 OF 4	5,760.00	71536
101-751-802.000 CONTRACTUAL	RED CREEK	TRASH SERVICES	143.81	71621
101-751-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	661.10	71613
101-751-930.000 REPAIR & MAINTENANCE	EVERGREEN UNDERGROUND, IN	PUMP FOR SOFTBALL FIELD B	562.95	71556
101-751-930.000 REPAIR & MAINTENANCE	SELF SERVE LUMBER	ACCOUNT STATEMENT	140.52	71577
Dept 757 SHOWBOAT	Total For Dept 751 PARKS		7,987.41	
101-757-920.000 SHOWBOAT UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	60.25	71613
700 770000	Total For Dept 757 SHOWBO		60.25	
Dept 790 LIBRARY 101-790-802.000 CONTRACTUAL	PROGRESSIVE HEATING COOLI	LIBRARY OTRLY MAINT	508.50	71574
101-790-802.000 CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES	270.00	71622
101-790-802.000 CONTRACTUAL	STEALTH PEST MANAGEMENT L		40.00	71624
101-790-802.000 CONTRACTUAL	RED CREEK	TRASH SERVICES	47.50	71621
101-790-850.000 COMMUNICATIONS	LOWELL LIGHT & POWER	MONTHLY ACCESS POINT	149.00	71613
101-790-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,398.30	71613
101-790-920.000 PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	64.28	71600
101-790-930.000 REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	LIBRARY R & M	1,060.24	71574
101-790-930.000 REPAIR & MAINTENANCE	SITEONE LANDSCAPE SUPPLY	LANDSCAPE SUPPLIES	85.37	71578
101-790-930.000 REPAIR & MAINTENANCE	WORD MOBILE WASH, LLC	LIBRARY - EXTERIOR WASH	420.00	71629
	Total For Dept 790 LIBRAR		4,043.19	
Dept 804 MUSEUM 101-804-887.000 CONTRIBUTIONS & MAINTENAN	STEALTH PEST MANAGEMENT L	PEST CONTROL STATMENT	40.00	71624
		ELECTRIC STATEMENTS	401.35	71613
101-804-920.000 PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	15.69	71600
101-804-955.000 PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DSIBURSEMENT	985.08	71611
	Total For Dept 804 MUSEUM		1,442.12	
	Total For Fund 101 GENERA		186,748.43	
Fund 202 MAJOR STREET FUND				
Dept 463 MAINTENANCE 202-463-802.000 CONTRACTUAL	SANISWEEP, INC.	SWEEPING M-21	1,919.88	71576
202-463-802.000 CONTRACTUAL		SWEEPING CITY	6,435.28	71576
202-463-802.000 CONTRACTUAL		STREET SWEEPING	210.00	71576
202-463-850.000 COMMUNICATIONS		ACCOUNT STATEMENT 6/10 -	37.76	71579
	Total For Dept 463 MAINTE		8,602.92	
Dept 474 TRAFFIC 202-474-802.000 CONTRACTUAL	GR CITY TREASURER	TRAFFIC SIGNAL R & M APRI	29.09	71559
	Total For Dept 474 TRAFFI		29.09	71333
Dept 478 WINTER MAINTENANCE 202-478-740.000 OPERATING SUPPLIES	TIMPSON TRANSPORT, INC.	HAULING SALT	55.00	71584
		WIGHTIAC OUTIL		/1304
	Total For Dept 478 WINTER		55.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #

	TVOICE HINE DEBC	VOILGOI	invoice bescription	Allouite	CHECK #
Fund 202 MAJOR STE					
Dept 483 ADMINISTE 202-483-801.000 PF	RATION ROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	774.50	71589
		Total For Dept 483 ADMINI		774.50	
		Total For Fund 202 MAJOR		9,461.51	
Fund 203 LOCAL STE Dept 463 MAINTENAN	NCE				
203-463-740.000 OE 203-463-802.000 CC		SELF SERVE LUMBER	ACCOUNT STATEMENT	157.09	71577
203-463-802.000 CC		HARDING ENTERPRISES SANISWEEP, INC.	MILLING DRIVEWAYS (810 GRI SWEEPING CITY	925.00 6,435.27	71561 71576
203-463-850.000 CC		SPRINT	ACCOUNT STATEMENT 6/10 -	12.75	71579
		Total For Dept 463 MAINTE		7,530.11	
Dept 478 WINTER MA 203-478-740.000 OF		TIMPSON TRANSPORT, INC.	HAULING SALT	55.00	71584
		Total For Dept 478 WINTER		55.00	
Dept 483 ADMINISTE	RATION ROFESSIONAL SERVICES	_			74.500
203-483-801.000 PR	OFESSIONAL SERVICES	WILLIAMS & WORKS INC.		774.50	71589
		Total For Dept 483 ADMINI		774.50	
Fund 238 HISTORICA	AL DISTRICT FUND	Total For Fund 203 LOCAL		8,359.61	
238-000-880.000 CO	MMUNITY PROMOTION	BARTKUS, ERIC K	HDC PAINTING GRANT 2017	975.00	71540
		Total For Dept 000		975.00	
		Total For Fund 238 HISTOR		975.00	
Fund 248 DOWNTOWN Dept 463 MAINTENAN	DEVELOPMENT AUTHORITY				
248-463-802.000 CO		KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - DDA B	190.00	71565
248-463-802.000 CO		KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - BOAT	30.00	71565
248-463-920.000 PU		LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	560.14	71613
248-463-930.000 RE	PAIR & MAINTENANCE	SITEONE LANDSCAPE SUPPLY		85.38	71578
		Total For Dept 463 MAINTE		865.52	
Fund 581 AIRPORT F	UND	Total For Fund 248 DOWNTO		865.52	
Dept 000 581-000-740.000 OP	FRATING SUPPLIES	BROWN, CASEY	AIRPORT - LOVE WEEK SUPPL	144.00	71540
581-000-920.000 PU		CONSUMERS ENERGY	ACCOUNT STATEMENTS	204.47	71548 71600
581-000-930.000 RE		GODWIN HARDWARE & PLUMBIN		1,500.00	71604
581-000-930.000 RE		OVERHEAD DOOR	LOWELL AIRPORT DOOR R & M	496.40	71617
581-000-955.000 MI	SCELLANEOUS EXPENSE	VERGENNES BROADBAND	AIRPORT INTERNET	49.99	71585
581-000-955.000 MI	SCELLANEOUS EXPENSE		AIRPORT TAXES 41-16-35-10	4,367.80	71586
		Total For Dept 000		6,762.66	
		Total For Fund 581 AIRPOR		6,762.66	
Fund 590 WASTEWATE Dept 000	R FUND				
590-000-043.000 DUI		LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	4,277.38	71613
590-000-043.000 DUI	E FROM EARTH TECH	LOWELL LIGHT & POWER	MONTHLY ACCESS POINT	153.42	71613
Dept 550 TREATMENT		Total For Dept 000		4,430.80	
590-550-802.000 CON		SUEZ WATER ENVIRONMENTAL	PROFESSIONAL SERVICES JUL	36,852.48	71625
D	3.7	Total For Dept 550 TREATM		36,852.48	
Dept 551 COLLECTION 590-551-801.000 PRO		PREIN & NEWHOF, INC.	PROF SERVICES - GENERAL C	294.00	71573
590-551-801.000 PRO	OFESSIONAL SERVICES	PREIN & NEWHOF, INC.	PROF SERVICES - S BROADWA	30,392.40	71573
590-551-801.000 PRO	OFESSIONAL SERVICES	PREIN & NEWHOF, INC.	PROF SERVICES - N BROADWA	285.60	71573

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 WASTEW Dept 551 COLLEC	CTION				
590-551-850.000		SPRINT	ACCOUNT STATEMENT 6/10 -	38.44	71579
590-551-850.000		VERIZON WIRELESS	ACCOUNT STATEMENT	20.00	71587
	REPAIR & MAINTENANCE	ETNA SUPPLY COMPANY	WATER DEPT R & M	21.50	71555
590-551-930.000	REPAIR & MAINTENANCE	PLUMMERS ENVIRONMENTAL SE	TELEVISED SEWER LINES	1,201.20	71618
Dept 552 CUSTOM	IER ACCOUNTS	Total For Dept 551 COLLEC		32,253.14	
	SALARIES-METER READS	BARTLETT, SANDY	METER READS & MILEAGE	353.38	71541
590-552-730.000	POSTAGE	POSTMASTER	W/S BILLS MAILED DUE AUGU	218.25	71592
590-552-740.000	OPERATING SUPPLIES	HOOPER PRINTING	WATER BILL PAPER	129.82	71563
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	METER READS & MILEAGE	32.43	71541
		Total For Dept 552 CUSTOM		733.88	
Dept 553 ADMINI 590-553-801.000	STRATION PROFESSIONAL SERVICES	VREDEVELD HAEFNER LLC	PROFESSIONAL SERVED THRU	145.00	71588
590-553-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROF SERVICES - W/S RATER	222.00	71601
590-553-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROF SERVICES - TREATMENT	92.50	71601
590-553-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROF SERVICES - LOWELL TW	185.00	71601
		Total For Dept 553 ADMINI		644.50	
		Total For Fund 590 WASTEW		74,914.80	
Fund 591 WATER Dept 570 TREATM					
	OPERATING SUPPLIES	HENEVELD INDUSTRIAL GROUP	WTP SUPPLIES	1,192.10	71562
591-570-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	224.09	71577
591-570-740.000	OPERATING SUPPLIES	MICROBIOLOGICS	WTP SUPPLIES	168.31	71615
591-570-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	63.72	71626
591-570-743.000	CHEMICALS	ALEXANDER CHEMICAL CORP	WTP CHEMICALS	1,938.61	71594
591-570-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	2018 MOWING PYMT 2 OF 4	660.00	71536
591-570-802.000	CONTRACTUAL	SAWYER ENGINE & COMPRESSO	WTP COMPRESSOR SERVICE	341.08	71623
591-570-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL STATMENT	40.00	71624
591-570-802.000	CONTRACTUAL	RED CREEK	TRASH SERVICES	81.91	71621
591-570-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	MONTHLY ACCESS POINT	151.55	71613
591-570-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	5,261.49	71613
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	99.87	71600
		Total For Dept 570 TREATM		10,222.73	
Dept 571 DISTRIE 591-571-801.000	BUTION PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	PROF SERVICES - N BROADWA	309.40	71573
591-571-802.000	CONTRACTUAL	MANSZEWSKI LANDSCAPING LL	2018 MOWING PYMT 2 OF 4	480.00	71536
591-571-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT 6/10 -	38.44	71579
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	ACCOUNT STATEMENT	20.01	71587
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	15.01	71600
591-571-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	2,220.01	71613
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	17.85	71600
591-571-930.000	REPAIR & MAINTENANCE	ETNA SUPPLY COMPANY	WATER DEPT R & M	447.32	71555
591-571-930.000	REPAIR & MAINTENANCE	GRAND RAPIDS RUBBER PRODU	WATER DEPT R & M	123.30	71560
591-571-930.000	REPAIR & MAINTENANCE	PRODUCTION TOOL SUPPLY	WATER DEPT R & M	332.85	71619
591-571-930.000	REPAIR & MAINTENANCE	PRODUCTION TOOL SUPPLY	WATER DEPT R & M	350.19	71619
591-571-955.000	MISCELLANEOUS EXPENSE	VERGENNES TOWNSHIP TREASU	TAXES 41-16-35-426-601	340.44	71586
David F30 gramatic	T. P. GOOLINGS	Total For Dept 571 DISTRI		4,694.82	
Dept 572 CUSTOME 591-572-703.000	ER ACCOUNTS SALARIES-METER READS	BARTLETT, SANDY	METER READS & MILEAGE	353.37	71541
591-572-730.000	POSTAGE	POSTMASTER	W/S BILLS MAILED DUE AUGU	218.24	71592
591-572-740.000	OPERATING SUPPLIES	HOOPER PRINTING	WATER BILL PAPER	129.83	71563
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	METER READS & MILEAGE	32.43	71541
		Total For Dept 572 CUSTOM		733.87	

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146,846.08

146,846.08

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Fund 591 WATER Dept 573 ADMIN					
	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROF SERVICES - W/S RATER	222.00	71601
591-573-801.000) PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROF SERVICES - LOWELL TW	185.00	71601
		Total For Dept 573 ADMINI		407.00	
		Total For Fund 591 WATER		16,058.42	
Fund 636 DATA Dept 000	PROCESSING FUND				
L	PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	PROF SERVICES	1,115.37	71538
636-000-801.000	PROFESSIONAL SERVICES	APPLIED IMAGING	COPY MACHINE CONTRACT	378.24	71539
636-000-802.000) CONTRACTUAL	BS&A SOFTWARE	BS&A ONLINE ANNUAL SUPPOR	2,182.00	71597
636-000-802.000) CONTRACTUAL	DIGITAL OFFICE MACHINES,	LPD COPY MACHINE CONTRACT	59.99	71603
636-000-802.000) CONTRACTUAL	DIGITAL OFFICE MACHINES,	DPW COPY MACHINE CONTRACT	38.19	71603
		Total For Dept 000		3,773.79	
		Total For Fund 636 DATA P		3,773.79	
Fund 661 EQUIPM					
	MAINT. & REPLACEMENT) OFFICE SUPPLIES	MITCHELL 1	EQUIP FUND SOFTWARE	2,417.20	71616
	REPAIR & MAINTENANCE	TERMINAL SUPPLY CO.	EOUIP FUND R & M	166.59	71583
561-895-930.000	REPAIR & MAINTENANCE	WINZER CORPORATION	EQUIP FUND R & M	128.83	71590
561-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	EQUIP FUND R & M	725.51	71543
661-895-930.000	REPAIR & MAINTENANCE	TERMINAL SUPPLY CO.	EQUIP FUND R & M	40.99	71583
661-895-930.000	REPAIR & MAINTENANCE	WALKER, KENNY	EQUIP FUND R & M	655.00	71591
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	ACCOUNT STATEMENT	407.61	71595
		Total For Dept 895 FLEET		4,541.73	
		Total For Fund 661 EQUIPM		4,541.73	
Fund 703 CURREN Dept 000	NT TAX COLLECTION FUND				
	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	21,241.16	71608
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	44,994.25	71612
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	34,630.43	71608
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	34,617.03	71610
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	10,860.83	71606
703-000-275.000	DUE TO TAXPAYERS	BARTNICK, KEVIN & JOY	WINTER TAX REFUND	76.89	71542
703-000-275.000	DUE TO TAXPAYERS	CLEAR STREAM TITLE	2018 Sum Tax Refund 41-20	412.19	71551
703-000-275.000	DUE TO TAXPAYERS	RITZEMA ELLEN	2018 Sum Tax Refund 41-20	13.30	71575

Total For Dept 000

Total For Fund 703 CURREN

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Fund Totals:

	GENERAL FUND	
Fund 202	MAJOR STREET FUN	9,461.51
Fund 203	LOCAL STREET FUN	8,359.61
Fund 238	HISTORICAL DISTR	975.00
Fund 248	DOWNTOWN DEVELOP	865.52
Fund 581	AIRPORT FUND	6,762.66
Fund 590	WASTEWATER FUND	74,914.80
Fund 591	WATER FUND	16,058.42
Fund 636	DATA PROCESSING	3,773.79
Fund 661	EQUIPMENT FUND	4,541.73
Fund 703	CURRENT TAX COLL	146,846.08

459,307.55

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EXP CHECK RUN DATES 07/17/2018 - 08/03/2018 BOTH JOURNALIZED AND UNJOURNALIZED

PAID - CHECK TYPE: PAPER CHECK

Vendor Code Vendor Name Invoice Description 10550 63RD DISTRICT COURT 07/23/2018 BOND JUSTIN JAUREZ TOTAL FOR: 63RD DISTRICT COURT 01242 ADAMS REMCO, INC.

ELECTION SUPPLIES

PROF SERVICES

INV53492

TOTAL FOR: ADDORIO TECHNOLOGIES, LLC

TOTAL FOR: ALEXANDER CHEMICAL CORP

TOTAL FOR: APPLIED IMAGING

TOTAL FOR: BARTKUS, ERIC K

TOTAL FOR: BARTLETT, SANDY

TOTAL FOR: BEACHUM, PERRY

TOTAL FOR: BETTEN BAKER

TOTAL FOR: BFG SUPPLY

ADDORIO TECHNOLOGIES, LLC

ALEXANDER CHEMICAL CORP SLS10072767 WTP CHEMICALS

1165868 COPY MACHINE CONTRACT

HDC GRANT HDC PAINTING GRANT 2017

METER READS & MILEAGE

WINTER TAX REFUND

ACCOUNT STATEMENT

EQUIP FUND R & M

PRO SEEDING ACCELERTOR

UPSTAIRS CITY HALL CARPET

APPLIED IMAGING

BARTKUS, ERIC K

BARTLETT, SANDY

BARTNICK, KEVIN & JOY

JULY 2018

TOTAL FOR: BARTNICK, KEVIN & JOY

7/17/2018

JUNE 2018

7/19/18

BEACHUM, PERRY

BETTEN BAKER JULY 2018

BFG SUPPLY 1041970-00

TOTAL FOR: ADAMS REMCO, INC.

100.00 100.00

Amount

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19.86

19.86

1,115.37

1,115.37

1,938.61

1,938.61

378.24

378.24

975.00

975.00

771.61

771.61

76.89

76.89

4,072.00

4,072.00

881.61 725.51

1,607.12

72.32

72.32

108,503.00

BHS INSURANCE #31593

INSURANCE RENEWAL 7/1 18 - 7/1/19

TOTAL FOR: BHS INSURANCE

108,503.00

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Invoice	Description	Amount
0065 BOUWHUIS SUP		
	DPW SUPPLIES PARKS SUPPLIES	198.65 129.73
		328.38
OTAL FOR: BOUWHUIS SUPPLY,	INC.	328.38
0738 BROWN, AMY 7/18/18	KCCA MEETING 6/14/18	13.28
OTAL FOR: BROWN, AMY		13.28
0532 BROWN, CASEY 6/26/18	AIRPORT - LOVE WEEK SUPPLIES	144.00
OTAL FOR: BROWN, CASEY		144.00
REEKSIDE BRUCE, MARY 7/20/18	CREEKSIDE DEPOSIT	50.00
OTAL FOR: BRUCE, MARY		50.00
1916 BS&A SOFTWAR. 119121	E BS&A ONLINE ANNUAL SUPPORT	2,182.00
OTAL FOR: BS&A SOFTWARE		2,182.00
REEKSIDE CASAREZ, BRI 7/22/18	AHNA CREEKSIDE PARK DEPOSIT	50.00
OTAL FOR: CASAREZ, BRIAHNA		50.00
0101 CHROUCH COMM 117011741-1		100.94
OTAL FOR: CHROUCH COMMUNICA	TIONS, INC.	100.94
EFUND TAX CLEAR STREAM 07/20/2018	TITLE 2018 Sum Tax Refund 41-20-03-429-006	412.19
OTAL FOR: CLEAR STREAM TITL	E	412.19
0493 COMCAST CABLI 07/04/2018 8/6 - 9/5/18		129.85 33.08
OTAL FOR: COMCAST CABLE		162.93
	ERGY 8 ACCOUNT STATEMENT 8 ACCOUNT STATEMENTS	15.01 784.52
OTAL FOR: CONSUMERS ENERGY		799.53
L156 CURTIS CLEANS JUNE 2018	ERS POLICE UNIFORM CLEANING	320.75
OTAL FOR: CURTIS CLEANERS	SILL SILLING	320.75

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				PAID -	CHECK	TYPE:	PAPER	CHECK
Vendor (Code	Vendor	Name					

	Invoice	Description	Amount
0148	DICKINSON WRIGH	HT PLLC	
	1269910	PROF SERVICES - SABO PR	1,065.20
	1277676	PROF SERVICES - LOWELL TWP AGREEMENT	370.00
	1277677	PROF SERVICES - SABO PR	933.00
	1277678	PROF SERVICES - TREATMENT OF LITEHOUSE WASTE	92.50
	1277679	PROF SERVICES - PCI	277.50
	1277680	PROF SERVCIES - BOY SCOUT AGAREEMENT	370.00
	1277681	PROF SERVICES - W/S RATERS 2018	444.00
	1277682	PROFESSIONAL SERVICES - GENERAL	2,812.00
		PROF SERVICES - ADMIRAL	74.00
TAL FOR: DI	CKINSON WRIGHT PL	LC	6,438.20
2035	DIGITAL OFFICE	MACHINES, INC.	
	18092	LPD COPY MACHINE CONTRACT	59.99
i	18093	DPW COPY MACHINE CONTRACT	38.19
TAL FOR: DI	GITAL OFFICE MACH	INES, INC.	98.18
1485	ELECTIONSOURCE		
		ELECTION SUPPLIES	70.00
TAL FOR: EL	ECTIONSOURCE		70.00
	ETNA SUPPLY COM		
	S102685922.001	WATER DEPT R & M	21.50
:	S102702533.001	WATER DEPT R & M	447.32
TAL FOR: ET	NA SUPPLY COMPANY		468.82
172	EVERGREEN UNDER	GROUND, INC.	
,	42145	PUMP FOR SOFTBALL FIELD BY RIVER	1,125.89
TAL FOR: EVI	ERGREEN UNDERGROUP	ND, INC.	1,125.89
)268	FASTENAL COMPAN	YY	
	MIGR285539		67.91
TAL FOR: FAS	STENAL COMPANY		67,91
2112 2011 211			07.51
2218	FLEX ADMINISTRA		
5	995275	ADMIN FEE JUNE 2018	55.00
TAL FOR: FLE	EX ADMINISTRATORS,	INC	55.00
.307	GODWIN HARDWARE	& PLUMBING	
1	172946	AIRPORT ENGINES	1,500.00
TAL FOR: GOI	OWIN HARDWARE & PI	LUMBING	1,500.00
EEKSIDE	GOODEMOOT, MAUR	EFN	
		CREEKSIDE PARK DEPOSIT	50.00
TAL FOR: GOO	DEMOOT, MAUREEN		50.00
	an army		
F 1 7	GR CITY TREASUR	EK	
		TRAFFIC SIGNAL R & M APRIL - JUNE 2018	29.09
1		TRAFFIC SIGNAL R & M APRIL - JUNE 2018 PARKING VALIDATION - LPD	29.09 15.00

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Vendor Code Vendor Name

Invoice	Description	Amount
0225 GRAND RAPIDS 7/1 - 7/15/201	COMMUNITY COLLEGE TAX DISBURSEMENT	10,861.02
OTAL FOR: GRAND RAPIDS COM	MUNITY COLLEGE	10,861.02
0765 GRAND RAPIDS	RUBBER PRODUCTS CO	
0128262 - IN	WATER DEPT R & M	123.30
OTAL FOR: GRAND RAPIDS RUB	BER PRODUCTS CO	123.30
0239 HARDING ENTE 8602		925.00
0002 OTAL FOR: HARDING ENTERPRI	MILLING DRIVEWAYS(810 GRINDLE/224 GROVE)	925.00
		223.00
0764 HENEVELD INC I1711810	USTRIAL GROUP WTP SUPPLIES	1,192.10
OTAL FOR: HENEVELD INDUSTR	IAL GROUP	1,192.10
0248 HOOPER PRINT	TNG	
55027	WATER BILL PAPER	259.65
55164	ID BADGE - VERHIL	20.00
OTAL FOR: HOOPER PRINTING		279.65
1524 IIMC 7/2/2018	MEMBERSHIP - ULLERY & BROWN	260.00
OTAL FOR: IIMC		260.00
0300 KENT COUNTY	MDE A CUDED	
	TREASURER TAX DISBURSEMENT	55,871.59
7/1-15/2018	TAX DISBURSEMENT - DELINQUENT	1.29
OTAL FOR: KENT COUNTY TREAS	SURER	55,872.88
	DIATE SCHOOL DIST.	
	TAX DISBURSEMENT	34,617.65
OTAL FOR: KENT INTERMEDIATI	SCHOOL DIST.	34,617.65
2209 KERKSTRA POR 124799	TABLE, INC. PORTABLE RESTROOMS- REC PARK	210.00
125126	PORTABLE RESTROOM - DDA BOAT LAUNCH	190.00
	PORTABLE RESTROOM - BOAT LAUNCH	30.00
OTAL FOR: KERKSTRA PORTABLE	i, INC.	430.00
2301 LERMA 7/24/2018	LERMA TRAINING - HEFFRON	85.00
OTAL FOR: LERMA	BEATT HATTAING HELLION	85.00
0160 TIMES DIVIS	TNG	
2168 LITES PLUS, 50030	DPW LITES	1,999.85
OTAL FOR: LITES PLUS, INC.		1,999.85
1374 LOWELL AREA	HISTORICAL MUSEUM	
	TAX DSIBURSEMENT	985.10
OTAL FOR: LOWELL AREA HISTO	RICAL MUSEUM	985.10

DB: Lowell

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EXP CHECK RUN DATES 07/17/2018 - 08/03/2018 BOTH JOURNALIZED AND UNJOURNALIZED

PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor	Name
-------------	--------	------

Invoice Description	Amount
00562 LOWELL AREA SCHOOLS 7/1 - 7/15/2018 TAX DISBURSEMEN	VT 44,995.72
OTAL FOR: LOWELL AREA SCHOOLS	44,995.72
11 LOWELL FIRE & EMERGENCY SERV. 11 1ST QTR (JULY-S	
COTAL FOR: LOWELL FIRE & EMERGENCY SERV. AUTH.	29,637.45
LOWELL LIGHT & POWER 3164 STREET LIGHT R 3169 MONTHLY ACCESS 7/31/2018 ELECTRIC STATEM	POINT 997.17
TOTAL FOR: LOWELL LIGHT & POWER	21,622.16
.0615 MANSZEWSKI LANDSCAPING LLC #201 2018 MOWING PYM	TT 2 OF 4 7,200.00
FOTAL FOR: MANSZEWSKI LANDSCAPING LLC	7,200.00
0418 MICHIGAN POLICE EQUIPMENT CO 173609* AMMUNITION	90.00
OTAL FOR: MICHIGAN POLICE EQUIPMENT CO	90.00
MICROBIOLOGICS 782714 WTP SUPPLIES	168.31
OTAL FOR: MICROBIOLOGICS	168.31
2559 MITCHELL 1 21736543 EQUIP FUND SOFT	WARE 2,417.20
OTAL FOR: MITCHELL 1	2,417.20
0330 NORTHSTAR MEDICAL EQUIPMENT 42029 HEARTSTART BATT	TERY & PADS 1,231.56
OTAL FOR: NORTHSTAR MEDICAL EQUIPMENT	1,231.56
0468 NYE UNIFORM COMPANY 658337 POLICE UNIFORMS	S - VERHIL 91.00
OTAL FOR: NYE UNIFORM COMPANY	91.00
0962 OVERHEAD DOOR 229669 LOWELL AIRPORT	DOOR R & M 496.40
OTAL FOR: OVERHEAD DOOR	496.40
1270 PLUMMERS ENVIRONMENTAL SERVICE 1874637 TELEVISED SEWER	
OTAL FOR: PLUMMERS ENVIRONMENTAL SERVICE	1,201.20
0506 POSTMASTER 7/31/2018 W/S BILLS MAILE	D DUE AUGUST S2018 436.49
OTAL FOR: POSTMASTER	436.49

DB: Lowell

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EXP CHECK RUN DATES 07/17/2018 - 08/03/2018

BOTH JOURNALIZED AND UNJOURNALIZED PAID - CHECK TYPE: PAPER CHECK

Vendor Code	e Vendor Name	PAID - CHECK TYPE: PAPER CHECK	
	Invoice	Description	Amount
00512	PREIN & NEWHOR		
	45589	PROF SERVICES - GENERAL CONSULTING	294.00
	45591	PROF SERVICES - S BROADWAY INFRASTRUCTURE	30,392.40
	45598	PROF SERVICES - N BROADWAY	595.00
OTAL FOR:	PREIN & NEWHOF, II	NC.	31,281.40
2426	PRODUCTION TOO	OL SUPPLY	
	J460676	WATER DEPT R & M	332.85
	J462756	WATER DEPT R & M	350.19
OTAL FOR:	PRODUCTION TOOL SUI	PPLY	683.04
2331	PROGRESSIVE HE	ATING COOLING, CORP.	
	2015038	CITY HALL R & M	400.00
	2015048	LIBRARY R & M	1,060.24
	2015053	DPW QTRLY MAINT	112.00
	2015054	LIBRARY QTRLY MAINT	508.50
	2015055	CITY HALL QTRLY MAINT	417.00
OTAL FOR:	PROGRESSIVE HEATING	G COOLING, CORP.	2,497.74
0523	RAYNOR OVERHEA	D DOOR OF GRAND	
	28018	DPW DOOR	4,960.00
OTAL FOR:	RAYNOR OVERHEAD DOO	DR OF GRAND	4,960.00
.0133	RED CREEK		
	87R00450	TRASH SERVICES	545.53
OTAL FOR:	RED CREEK		545.53
REFUND TAX	RITZEMA ELLEN		
	07/20/2018	2018 Sum Tax Refund 41-20-02-229-001	13.30
OTAL FOR:	RITZEMA ELLEN		13.30
.0378	RUESINK, KATHI	E	
	· · · · · · · · · · · · · · · · · · ·	CLEANING SERVICES	540.00
		CLEANING SERVICES	780.00
OTAL FOR:	RUESINK, KATHIE		1,320.00
2383	SANISWEEP, INC		
	92720	SWEEPING M-21	1,919.88
	92721	SWEEPING CITY	12,870.55
	92839	STREET SWEEPING	210.00
OTAL FOR: S	SANISWEEP, INC.		15,000.43
0042	SAWYER ENGINE	& COMPRESSOR	
	44950*	WTP COMPRESSOR SERVICE	341.08
OTAL FOR: S	SAWYER ENGINE & COM	IPRESSOR	341.08
2575	SELF SERVE LUM	BER	
		ACCOUNT STATEMENT	571.69
OTAL FOR: S	SELF SERVE LUMBER		571.69
8			0.1.03

DB: Lowell

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4,708.24

EXP CHECK RUN DATES 07/17/2018 - 08/03/2018

BOTH JOURNALIZED AND UNJOURNALIZED PAID - CHECK TYPE: PAPER CHECK

Vendor Code Vendor Name

TOTAL FOR: VERGENNES TOWNSHIP TREASURER

ciidoi co	Invoice	Description	Amount
10616	SITEONE LANDSO 86971403	CAPE SUPPLY LLC LANDSCAPE SUPPLIES	170.75
OTAL FOR	: SITEONE LANDSCAPE	SUPPLY LLC	170.75
.0276	SPRINT		
	353302524-172	ACCOUNT STATEMENT 6/10 - 7/9	1,187.87
OTAL FOR	: SPRINT		1,187.87
.0341	STATE OF MICH		
		LIVE SCAN JUNE 2018	252.00
OTAL FOR	STATE OF MICHIGAN		252.00
2032	STEALTH PEST M 7/16/2018	MANAGEMENT LLC PEST CONTROL STATMENT	170.00
OTAL FOR	STEALTH PEST MANAG	EMENT LLC	170.00
0583	SUEZ WATER ENV	VIRONMENTAL SVC INC	
	201834460	PROFESSIONAL SERVICES JULY 2018	36,852.48
OTAL FOR	SUEZ WATER ENVIRON	MENTAL SVC INC	36,852.48
0514	SUPPLYGEEKS		
		OFFICE SUPPLIES	174.00
	550311-0 550861-0	BATHROOM SUPPLIES OFFICE SUPPLIES	59.96 147.06
OTAL FOR:	SUPPLYGEEKS		381.02
0628	TERMINAL SUPPI	V CO	
0020		EQUIP FUND R & M	166.59
	42657-00	EQUIP FUND R & M	40.99
OTAL FOR:	TERMINAL SUPPLY CO		207.58
2458	TIMPSON TRANSF	PORT, INC.	
	8663	HAULING SALT	110.00
OTAL FOR:	TIMPSON TRANSPORT,	INC.	110.00
0633	TIP TOP GRAVEL		
	044605	TOP SOIL	165.93
OTAL FOR:	TIP TOP GRAVEL CO.		165.93
0646	ULLERY, SUSAN		
		MILEAGE CLERKS CONF TRAVERSE CITY MI	150.42
TAL FOR:	ULLERY, SUSAN		150.42
0484	VERGENNES BROA 3521-20180717-1	DBAND AIRPORT INTERNET	49.99
OTAL FOR:	VERGENNES BROADBANI		49.99
1666	TED CENNES MOTOR	CHID MDEACHDED	
)666	VERGENNES TOWN 2018 SUMMER	SHIP TREASURER AIRPORT TAXES 41-16-35-100-601	4,367.80
	SUMMER 2018	TAXES 41-16-35-426-601	340.44

TOTAL - ALL VENDORS

DB: Lowell

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459,307.55

EXP CHECK RUN DATES 07/17/2018 - 08/03/2018

BOTH JOURNALIZED AND UNJOURNALIZED

PAID - CHECK TYPE: PAPER CHECK Vendor Code Vendor Name

endor Code Vendor Nam Invoice	e Description	Amount
2277 VERIZON WI	RELESS	
6/11 - 7/10/1	8 ACCOUNT STATEMENT	158.07
6/13 - 7/12/2	2018 ACCOUNT STATEMENT	40.01
OTAL FOR: VERIZON WIRELES	SS	198.08
0389 VREDEVELD		
4151	PROFESSIONAL SERVED THRU 6/30/18	145.00
OTAL FOR: VREDEVELD HAEFN	JER LLC	145.00
ISC WALKER, KE	NNY	
7/31/2018	EQUIP FUND R & M	655.00
OTAL FOR: WALKER, KENNY		655.00
0692 WILLIAMS &	WORKS INC.	
85366	PROFESSIONAL SERVICES	2,260.00
85385	PROFESSIONAL SERVICES	1,549.00
FOTAL FOR: WILLIAMS & WORKS INC.		3,809.00
2205 WINZER COR	PORATION	
6153488	EQUIP FUND R & M	128.83
OTAL FOR: WINZER CORPORAT	ION	128.83
0638 WORD MOBILE	E WASH, LLC	
22480	CITY HALL - EXTERIOR WASH	1,000.00
22504	LIBRARY - EXTERIOR WASH	420.00
TAL FOR: WORD MOBILE WAS	H, LLC	1,420.00

LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



DATE: August 1, 2018

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager

RE: Payment to KCRC for Hudson Street

In April, the City Council approved the expenditure for the paving of Hudson Street. At the time, the estimated cost of the project was \$300,000 with the City paying 50% of the total cost or \$150,000. The Council approved payment of \$75,000 in fiscal year 2019 and \$75,000 in fiscal year 2020. Our cost sharing agreement with the Kent County Road Commission allows us to stretch payments two years if needed.

The good news is the total project cost was approximately \$88,000 less than the estimated cost. This means the total cost to the City is \$106,104.17. Since the total cost is \$44,000 less than projected, the City should consider paying the bill in full rather than, delaying payment over two fiscal years.

Currently there is more than adequate amount of funds in the Major Street Fund to pay this, as there is currently \$334,000. This does not account for the additional Act 51 funds and budgetary increases for roads that was passed by the State of Michigan. The City will not be paid these funds until the State fiscal year begins in October. While we currently budgeted \$75,000 for this in the current fiscal year, we can amend the budget later to account for this transaction.

By paying this bill in full, it will close out this matter and will not be a burden to the Major Street Fund. I recommend the Lowell City Council approve payment of the total cost of the Hudson Street repaying at a cost not to exceed \$106,104.17.

*** INVOICE ***

0011

City of Lowell
City Hall
217 S. Hudson
Lowell, MI 49331-0000

Invoice Number
Invoice Date
Work Order Number

FY-17-18 27827 06/30/2018 E00841

City of Lowell - Hudson St. north of the Grand River Bridge to the north city

Labor	0.00
	0.00
Fringe	0.00
Equipment	0.00
Material	0.00
Material Handling	0.00
Payables	212,208.33
Contractors	
Overhead	0.00
Current Charges	212,208.33
Customer Share - 50.00%	106,104.17
Advance Deposit Applied	0.00
	40610418
Total Amount Due	106,104.17

RECEIVED

JUL 16 2018

CITY OF LOWELL LOWELL, MICHIGAN

LOWELL CITY COUNCIL





DATE: August 2, 2018

TO: Michael Burns

City Manager

FROM: Rich LaBombard

Assistant City Manager

RE: Progressive Heating, Cooling &

Refrigeration, Inc. -

Preventative Maintenance Agreement

Attached are proposed Preventative Maintenance Agreements between the City and Progressive Heating, Cooling & Refrigeration to provide routine service, inspection and cleaning of heating and cooling equipment located at Lowell City Hall and the Englehardt Library.

The cost for the service are as follows:

- City Hall \$1,668.00
- Library \$1,592.00

This is an annual agreement and the cost does not include repairs to the system. Progressive has been providing routine repair services to the City since at least 2016.

Funds for this activity are available from the following account.

- City Hall Contractual 101-265-802
- Library Contractual 101-790-802

I recommend that council approve the Preventative Maintenance Agreements with Progressive Heating, Cooling & Refrigeration, Inc. located in Lowell, Michigan and authorize the Mayor and/or City Clerk to sign on behalf of the City Council.

CITY HALL



1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: July 25, 2018 To: City of Lowell

Attn: Mr. Rich LaBombard

RE: Preventative Maintenance Agreement Estimate

We are pleased to offer you a quotation on your quarterly preventive maintenance agreement. The service includes the following:

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

The above activities are intended to extend equipment life and assure proper operating condition and efficiency.

The agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the customer. These services will be charged for at the Preventive Maintenance Customers reduced service rate.

Thank you for the opportunity to quote your preventive maintenance. If you have any questions, feel free to call our office.

Sincerely,

Paul Flanagan



1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

	,	` '
Date: July 25, 2018	Proposal Numb	er: 070618
By and Between:		
Progressive Heating Cooling & Refrigerat (Contractor)	ion, Inc. AND City of Lowell (Custon	ner)
Contractor will provide services as descr on schedule A at City Hall 301 E. Main lo		nent Estimate for the equipment listed
Coverage will commence on signed fully \$417.00 quarterly after maintenance has		
This agreement, when accepted in writir entire agreement between Contractor a		
This proposal is the property of Contract Agreement only after accepted by the Cosignature below. This Agreement sets for person has authority to make any claim, expressed herein.	ustomer and approved by the Contracto orth all of the terms and conditions bindi	r's representative as evidenced by the ng upon the parties hereto; and no
Customer Authorized Representative	<u>Paul Fla</u> Contrac	nagan tor Representative
Customer Representative Signature	Contrac	tor Signature
	· · · · · · · · · · · · · · · · · · ·	

Date

Date

Appendix A – (insert the customer name and location)

Qty	Unit Type	Manufacturer	Model	Serial
2	Boilers	RayPack		
5	Pumps	B&G / Grunfoss		
2	Roof Top Units	Aaon	RK-16 / RK-40	
1	Make-up Air	Rapid	M-2010	S-029228
1	Monoxide Exhaust	Greenheck		
	Fan			
3	Roof Exhaust Fans	Greenheck		

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

TERMS AND CONDITIONS

- 1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours Monday through Friday, 8:00 a.m. to 4:00 p.m.
- 2. In case of any failure to perform its obligations under this agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed by accident, alteration, abuse or misuse, and shall not extend beyond this Agreement,
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
- 4. The annual Agreement price is subject to adjustments on each commencement anniversary to reflect increases in labor, material and other costs.
- 5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- 6. Customer will promptly pay invoices within (10) ten days of receipt. Should a payment become (30) thirty days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- 7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect; over the sum stated in this Agreement).
- 8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- 9. Customer shall permit only Contractor personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from the inclusion on this Agreement.
- 10. In the even Contractor must commence legal action in order to recover any amount payable or owed to the Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- 11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strike, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- 14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
- 16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRATOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.
- 19. This is an annual agreement. If either party wishes to cancel this agreement, 30 days written notice must be given prior to cancellation.

The services described above are governed by the terms and conditions of the program of which this schedule is a part.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

SPECIAL SERVICES/PROVSIONS

CLEAN AIR ACT

As of July 1, 1992 HVAC contractors have been required to comply with Section 608 of the "Clean Air Act" which prohibits intentional venting of refrigerants into the atmosphere. Additionally, in the course of maintaining, servicing, repairing or disposing of an appliance or process refrigeration, Progressive Heating, Cooling & Refrigeration, Inc. is required to recover, recycle and reclaim all refrigerants. Any costs incurred to comply with section 608, as well as additional refrigerants required for equipment are not part of this Agreement.





1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: July 25, 2018 To: City of Lowell

Attn: Mr. Rich LaBombard

RE: Preventative Maintenance Agreement Estimate

We are pleased to offer you a quotation on your quarterly preventive maintenance agreement. The service includes the following:

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

The above activities are intended to extend equipment life and assure proper operating condition and efficiency.

The agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the customer. These services will be charged for at the Preventive Maintenance Customers reduced service rate.

Thank you for the opportunity to quote your preventive maintenance. If you have any questions, feel free to call our office.

Sincerely,

Paul Flanagan



1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

1575 Edst Main St. & Lowen,	141 49331 % (010) 691-1339 ° 18x (010) 691-2113
Date: July 25, 2018	Proposal Number: 070818
By and Between:	
Progressive Heating Cooling & Refrigeration (Contractor)	on, Inc. AND City of Lowell (Customer)
Contractor will provide services as descrik on schedule A at KDL – Englehardt Branch	ed on Preventive Maintenance Agreement Estimate for the equipment listed 200 N. Monroe St. location.
- ·	xecuted contract as dated. Total agreement price is \$1,592.00, payable been performed beginning on the fully executed date.
-	below and approved by the Contractor representative shall constitute the d Customer and supersede any previous agreements.
Agreement only after accepted by the Cus signature below. This Agreement sets for	r and is provided for Customer's use only. This proposal will become a binding stomer and approved by the Contractor's representative as evidenced by their th all of the terms and conditions binding upon the parties hereto; and no epresentation, promise or condition on behalf of Contractor which is not
Customer Authorized Representative	Paul Flanagan Contractor Representative
Customer Representative Signature	Contractor Signature

Date

Date

Appendix A – (insert the customer name and location)

Qty	Unit Type	Manufacturer	Model	Serial
1	Boilers	Weil Mclain	P-678-W	
3	Pumps	B&G / Grunfoss		
3	Air Handlers	York	96-281020A /B / C	
3	Condensing Units	York		

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

TERMS AND CONDITIONS

- 1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours Monday through Friday, 8:00 a.m. to 4:00 p.m.
- 2. In case of any failure to perform its obligations under this agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed by accident, alteration, abuse or misuse, and shall not extend beyond this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
- The annual Agreement price is subject to adjustments on each commencement anniversary to reflect increases in labor, material and other costs,
- 5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- 6. Customer will promptly pay invoices within (10) ten days of receipt. Should a payment become (30) thirty days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- 7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect; over the sum stated in this Agreement).
- 8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- 9. Customer shall permit only Contractor personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from the inclusion on this Agreement.
- 10. In the even Contractor must commence legal action in order to recover any amount payable or owed to the Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- 11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strike, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- 14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
- 16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRATOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.
- 19. This is an annual agreement. If either party wishes to cancel this agreement, 30 days written notice must be given prior to cancellation.

The services described above are governed by the terms and conditions of the program of which this schedule is a part.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

SPECIAL SERVICES/PROVSIONS

CLEAN AIR ACT

As of July 1, 1992 HVAC contractors have been required to comply with Section 608 of the "Clean Air Act" which prohibits intentional venting of refrigerants into the atmosphere. Additionally, in the course of maintaining, servicing, repairing or disposing of an appliance or process refrigeration, Progressive Heating, Cooling & Refrigeration, Inc. is required to recover, recycle and reclaim all refrigerants. Any costs incurred to comply with section 608, as well as additional refrigerants required for equipment are not part of this Agreement.

LOWELL CITY COUNCIL



MEMORANDUM

DATE:

August 2, 2018

TO:

Michael Burns

City Manager

FROM:

Rich LaBombard

Assistant City Manager

RE:

First Advantage Enterprise Screening

Corporation - Substance Abuse Testing

Services Agreement

First Advantage Enterprise Screening Corporation provides required annual substance abuse selection and testing services for the Michigan Municipal League's Commercial Driver's License (CDL) Drug and Alcohol Testing Consortium which Lowell is a member. This program facilitates the compliance with the federal anti-drug and alcohol abuse requirements. These requirements are applicable to all employees who are required to possess a CDL as a prerequisite for employment.

First Advantage's Substance Abuse Testing Service Agreement will provide compliance selection and testing for the six City employees who hold a commercial driver license. The agreement is for a 36-month period with an automatic 12-month renewal. The yearly fee paid to the Michigan Municipal League CDL Consortium is \$420.00. Additional testing beyond routine random selection will be in accordance with the Price Schedule of the Agreement.

Funds for this activity are available from the following account.

Department of Public Works – Contractual – 101-441-802

I recommend City Council approve the Substance Abuse Testing Services Agreement with First Advantage Enterprise Screening Corporation of Atlanta, Georgia, and authorize the Mayor and/or City Clerk to sign on behalf of the City Council.



FIRST ADVANTAGE ENTERPRISE SCREENING CORPORATION SUBSTANCE ABUSE TESTING SERVICES AGREEMENT

This Substance Abuse	Testing Se	ervices Agree	ement (the "Ag	reement	t") is entere	d into as o	f	16-18	<u> </u>	(the
"Effective Date") by an	d between F	IRST ADVAI	NTAGE ENTER	RPRISE	SCREENIN	G CORPOR	ATION, a D	elaware cor	poration, w	ith its
principal place of b			•		Suite 200,	Atlanta, 0	GA 30328	("Service	Provider")	and
CITY OF	Low	ELL		_ a(n) _				("	Client") wi	th its
principal place of busin	ess at3	301 E	. WAI	J 5	T, L	WELL	-, mi	_ 493	33/	

RECITALS

WHEREAS, Client desires to purchase from Service Provider, and Service Provider desires to provide to Client, certain services specified herein on the terms and conditions herein stated,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Client and Service Provider hereby agree as follows:

- 1. Scope of Services. Service Provider will provide Substance Abuse Testing services (the "Services") as outlined in Schedule A, attached hereto. For the purposes of this Agreement, Client is part of the Michigan Municipal League, a Commercial Driver's License Drug Testing Consortium providing compliance services for local member municipalities. Client may not order Services under this Agreement until program services set-up has been completed through the Michigan Municipal League. Client hereby authorizes Service Provider to act as the Client's "Third Party Administrator" for the purpose of administering the Services in accordance with applicable regulations and/or Client policy. In instances where there are conflicting Federal and State regulations, Service Provider will default to the Federal standard unless otherwise instructed in writing by Client.
- 2. <u>Term</u>. Except as set forth herein, this Agreement will become effective on the Effective Date and will continue in full force and effect and will terminate on the date designated in the applicable Schedule A (the "Termination Date") unless it is terminated by either party pursuant to the terms contained herein.

3. Service Fee; Invoicing.

- a. Service Provider will send Client an invoice for services rendered during the Billing Period in accordance with the terms of the Billing Period set forth in Schedule A. Client shall make payment within thirty (30) days of the date of invoice. All payments due and payable hereunder shall be remitted through the following acceptable methods of payments: (i) electronic funds transfer ("EFT"), (ii) automatic clearing house ("ACH"), (iii) wire transfer, or (iv) check (as listed, "Acceptable Remittance"). Any payments remitted through a method other than an Acceptable Remittance are subject to additional fees and charges. Amounts not paid when due shall accrue interest at a rate of fifteen percent (15%) per annum or the limits imposed by applicable law, whichever is lower. Any interest paid in excess of those limits shall be refunded to Client by applying a credit of the amount of excess interest paid against any amounts outstanding in such invoice as Service Provider may require. If the amount of excess interest paid exceeds any amounts outstanding, the portion exceeding those amounts shall be refunded in cash to Client.
- b. For the purposes of this Agreement, Client hereby designates the Michigan Municipal League for the limited purpose of receiving invoices and making payments for the Services set forth in the Price Schedule for Michigan Municipal League provided pursuant to this Agreement. Client may terminate its designation of the Michigan Municipal League for receiving and making payments of invoices by giving sixty (60) days' written notice to Service Provider prior to the effective date of such termination.
- c. Fees set forth in Schedule A for services rendered pursuant to this Agreement are subject to change at the time of any renewal, or any time thereafter but not more than once annually. Service Provider will provide at least sixty (60) days notice of such pricing change. Client further agrees to pay any increases in fees, and/or surcharges imposed by Service Provider's vendors and subcontractors, including but not limited to laboratory and collection site fees, invoiced to Service Provider, as they may occur anytime during the term. Client understands that it is Client's responsibility to negotiate rates directly with the collection sites. Client shall remain liable to Service Provider for such fees, which shall be passed through and invoiced to Client by Service Provider. Client agrees that collection site pass through fees are not subject to any offset, defense or counterclaim and shall be paid as invoiced. Any dispute as to the collection site fees must be handled directly with the collection site. Client further agrees prior to adding a collection site or vendor to their account, the Client will request a list of preferred vendors from Service Provider. Client also agrees, unless specifically noted, to re-negotiate the compensation rates set forth in Schedule A to this Agreement if the percentage of positive test results exceeds five percent (5%) of the total number of tests taken for any three (3) month period.
- d. Client agrees that, unless specifically noted, the fee schedule set forth on Schedule A only applies to specimens collected and alcohol tests administered at in-network facilities and during the regular hours of operation of collection facilities.

e. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees. Client's obligation to pay invoiced amounts is not subject to any offset, defense or counterclaim.

4. Legal Compliance.

- a. Each party agrees that it will comply with all federal, state and local laws, rules, regulations, ordinances and requirements applicable to its operations, including but not limited to Department of Transportation (DOT) Drug and Alcohol Testing Regulations; and that any failure or inability to do so which adversely affects the ability of the other to perform under this Agreement shall be a cause for termination of this Agreement. If such failure is not cured within ten (10) days of the date notice to cure is sent, Service Provider may immediately suspend or terminate this Agreement.
- b. Service Provider may impose additional requirements in order to comply with changes in laws, regulation or as required under the circumstances. Client agrees to comply with all such additional requirements after Client has received notice of the same and any additional fees or costs for such compliance shall be passed through to Client.
- c. The parties shall cooperate to implement the following procedures in connection with the Services to be provided by Service Provider to Client:
 - i. Client must develop a substance abuse testing policy. Copies of the policy shall be provided to Service Provider. Nothing contained in this Agreement is intended to imply that Service Provider certifies Client's program as being in compliance with any federal, state, local or other requirements.
 - ii. The Client shall provide Service Provider in writing with the name of at least one person to serve as the "Designated Employer Representative" (DER) under this Agreement. Service Provider shall report test results directly to the DER(s). Client shall deliver any change in the DER(s) to Service Provider in writing.
 - iii. The parties shall consult as necessary to implement or modify, as appropriate, the preceding procedures in order to facilitate the provision of Service Provider's Services and Client's comprehensive workplace substance abuse testing package.
 - iv. Client agrees to exclusively utilize the specimen collection sites mutually agreed upon between Service Provider and Client.
 - v. When applicable, Client will provide Service Provider with a current and accurate list of covered employees for random drug and alcohol testing. Client is under a duty to keep such lists updated and accurate. Client agrees that only employees that have had a negative pre-employment drug test will be included in the list of covered employees provided. Client agrees to ensure all random tests are performed.
- d. Employment Decisions. The parties understand that Service Provider will not make any decisions regarding any Client's employment, termination, retention, or discipline of any employee, former employee, or applicant for employment, and that the Client shall have sole responsibility for all such decisions.
- 5. <u>Indemnification</u>. Client agrees to and shall indemnify, defend and hold Service Provider, its subsidiaries and affiliates, and their respective directors, officers, employees or agents harmless from and against any and all claims, costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees and interest), brought by a third party against or suffered by Service Provider arising or resulting from, or otherwise in connection with Client's: i) breach of any of its representations, warranties, or agreements as stated herein, and/or ii) negligent acts or omissions or willful misconduct.

If applicable, Client agrees to make all determinations as to which subject individuals should be tested on a "for reasonable cause" and "post-accident" basis and Client shall indemnify Service Provider and its directors, officers, affiliates, employees and agents for claims or proceedings arising out of such determination. Further, it is agreed that the Client's facsimile machine, email accounts, Service Provider website login information, or other such confidential facilities used to transmit and receive test results, shall be maintained by Client to avoid inadvertent or unauthorized disclosure. Client agrees to indemnify and hold Service Provider harmless from any and all claims arising from the inadvertent disclosure of test results by Client.

Service Provider shall indemnify, defend and hold harmless Client and its affiliates from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought against, or suffered by, any third party arising or resulting from, or otherwise in connection with Servicer Provider's: i) breach of any of its representations, warranties, or agreements as stated herein or in any applicable Service Addendum, and/or ii) negligence or willful misconduct.

6. <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, SERVICE PROVIDER AND ITS AFFILIATES MAKE NO AND DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW OR OTHERWISE, CONTAINED IN OR DERIVED FROM THIS AGREEMENT, ANY OTHER DOCUMENTS REFERENCED IN THIS AGREEMENT, OR ANY OTHER MATERIALS OR COMMUNICATIONS WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY SERVICE OR REPORT, INCLUDING BUT NOT LIMITED TO CONSUMER REPORTS, IF APPLICABLE (AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT). FURTHERMORE, SERVICE PROVIDER AND ITS AFFILIATES EXPRESSLY DISCLAIM THAT THE SERVICES WILL MEET CLIENT'S NEEDS, OR THAT SERVICES WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, AND SERVICE PROVIDER AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES.

7. <u>Limitation of Liability</u>. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE, IRRESPECTIVE OF WHETHER THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE INCURRENCE BY THE OTHER OF ANY SUCH DAMAGES.

SERVICE PROVIDER'S AGGREGATE LIABILITY DAMAGES INCURRED IN CONNECTION WITH SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING AS A RESULT OF ANY NEGLIGENCE ON THE PART OF THE SERVICE PROVIDER OR ITS AFFILIATES, BUT EXCLUDING DAMAGES ARISING FROM SERVICE PROVIDER'S FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, SHALL NOT EXCEED THE ANNUAL FEES PAID BY CLIENT TO SERVICE PROVIDER.

FURTHER, SERVICE PROVIDER WILL HAVE NO LIABILITY FOR ANY CAUSE OF ACTION AGAINST SERVICE PROVIDER WHICH BECAME KNOWN TO CLIENT, OR SHOULD HAVE BEEN KNOWN BY CLIENT WITH REASONABLE INVESTIGATION, WITHIN TWO YEARS FROM THE EXPIRATION OR TERMINATION OF THIS AGREEMENT BUT CLIENT FAILED TO PROVIDE ACTUAL NOTICE TO SERVICE PROVIDER WITHIN SUCH TWO YEAR PERIOD AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

8. <u>Taxes</u>. Client understands that the charges and rates specified do not include any amounts for taxes including without limitation, any and all municipal, county, state or federal sales, excise, personal property, consumption, value added or other taxes, but excluding any taxes upon the income of Service Provider. To the extent such taxes are or may become due in connection with the services or any payments offered under this Agreement, Client agrees to pay such taxes. Client further agrees to reimburse Service Provider for any and all such taxes Service Provider or one of its Affiliates is required to pay to applicable taxing authorities on Client's behalf.

9. Early Termination; Termination.

- a. Either party may terminate, and Service Provider may suspend, upon thirty (30) days' notice, this Agreement or Client's right to receive any or all services under this Agreement if the other party fails to comply with the terms and conditions of this Agreement, any Service Addendum and/or Local Country Agreement, including Client's failure to make timely payments in accordance with applicable fee and payment terms, and the other party fails to cure such default within such thirty (30) day period. In addition to the foregoing, Service Provider may terminate or immediately suspend this Agreement or Client's right to receive any or all services under this Agreement if Client fails to comply with any law applicable to the services provided to Client pursuant to this Agreement, any Service Addendum and/or Local Country Agreement. This Agreement shall automatically terminate and be of no further force and effect if Client files any voluntary petition under any bankruptcy, reorganization or insolvency law of any jurisdiction, consents to or applies for appointment of a trustee, receiver, custodian or similar official for itself or all or substantially all of its assets, makes any assignment for the benefit of creditors or other arrangement or composition under any laws for the benefit of the insolvent, adopts a resolution for discontinuance of its business or if an order for relief is entered against Client under any bankruptcy, reorganization or insolvency law or any jurisdiction or any case, proceeding or other action seeking such order remains undismissed for thirty (30) days after its filing. Any and all fees related to custom configuration or development services may incur a cancellation fee for these costs as set forth in the applicable pricing schedule, if these services are cancelled prior to completion. Client shall also remain liable for all fees directly related to third party fees for Services rendered up to the date of termination, if applicable, in the event of a cancellation.
- b. Client may obtain historical access to data post termination of this Agreement for a mutually agreed upon fee and upon executing any applicable documentation. Furthermore, if the Services include Medical Review Officer ("MRO") services, Service Provider will facilitate and assist Client with the transfer of Client's substance testing records to a new MRO within ten (10) working days as required by applicable federal regulations (the Client acknowledges that Service Provider may keep copies of such information as required under applicable federal and state laws).
- c. Service Provider's MRO will retain drug testing records confirmed positive by the laboratory up to the then statutory limit. Such records may include, as required by law, the MRO's copies of the custody and control form, medical interviews, documentation of the basis for verifying as negative test results confirmed as positive by the laboratory, and any other documentation concerning the MRO's verification process.
- 10. Force Majeure. If any party fails to perform its obligations (except for payment obligations) because of acts of God, inability to obtain labor or materials (including necessary data) or reasonable substitutes for labor or materials (including necessary data), governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile government action, civil commotion, telecommunications failure (including, without limitation, Internet failures), fires or other casualty or causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused provided that such party notifies the other party as soon as practicable of the existence of such condition and uses its best efforts to resume performance in an expeditious manner.
- 11. Notices. Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by facsimile, by overnight courier of national reputation or by registered or certified mail, postage prepaid, and addressed to the recipient party as identified on page 1 of this Agreement or such other address or number as shall be furnished in writing by any such party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date delivered in person or sent by facsimile, one day after deposition with an overnight courier or four (4) business days after deposition into the US mail

Notice to FAESC:

100 Carillon Parkway, Suite 350

St. Petersburg, FL 33716

Attn: Legal Department Fax: 727-521-8854

Email: FADVLegal@fadv.com

Notice to Client:

CITY OF LOWELL 301 E. MAIN ST. LOWELL, M. 49331 Attn: PICH LA BOMBARD

Notice to MML:

Michigan Municipal League

1675 Green Road

Ann Arbor, MI 48105-2530

Attn: Nicole Bidwell

12. <u>Audit</u>. Client understands and agrees that, in order to ensure compliance with applicable laws, regulations or rules, including regulatory agency requirements, Service Provider's obligations under its contracts with its data providers, and Service Provider's internal policies, Service Provider, or its designee, may conduct periodic reviews of Client's use of the services and may, upon reasonable notice and during Client's regular business hours, audit Client's records, processes and procedures related to the Services provided. Client agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Service Provider will be subject to immediate action including, but not limited to, suspension or termination of the services as well as legal action, and/or referral to governmental regulatory agencies.

13. Confidentiality.

- a. The term "Confidential Information" shall mean this Agreement and all data, trade secrets, business information and other information of any kind whatsoever that one party hereto ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other party hereto ("Recipient") or to which Recipient obtains access and that relates to Discloser. A "writing" shall include an electronic transfer of information by e-mail, over the Internet or otherwise. Each of the parties, as Recipient, hereby agrees that it shall not disclose Confidential Information of the Discloser to any third party during or after the Term of this Agreement, other than on a "need to know" basis and then only to: (i) Recipient's employees; (ii) its agents and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; and (iii) as required by law or as otherwise expressly permitted by this Agreement. Recipient shall not use or disclose Confidential Information of the Discloser for any purpose other than to carry out this Agreement. Recipient shall treat Confidential Information of the Discloser with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care. All Confidential Information and any results of processing Confidential Information or derived in any way therefrom shall at all times remain the property of the Discloser.
- (b) Upon expiration or termination of this Agreement for any reason or at the written request of Discloser during the Term of this Agreement, Recipient shall promptly return to the Discloser, at such Discloser's direction, all of Discloser's Confidential Information in the possession of Recipient, subject to and in accordance with the terms and provisions of this Agreement, except Recipient may retain a copy as required for regulatory compliance or accounting purposes. To the extent legally permitted, Recipient shall notify Discloser of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall reasonably cooperate with Discloser's reasonable, lawful efforts to resist, limit or delay disclosure.
- (c) The obligations of confidentiality in this Section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser's Confidential Information; (iii) is or becomes known to the public other than by breach of this Section by Recipient or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality.
- 14. Waiver; Amendment. No change, waiver or discharge of this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced. A waiver by either of the parties of any provision or breach shall not be a waiver of a preceding or subsequent breach of the same or any other provision nor shall it be a waiver of any other provisions or breach. This Agreement may not be amended orally but may only be amended in writing signed by both parties.
- **15. GOVERNING LAW**. The interpretation and construction of this Agreement and all matters relating hereto shall be governed by the laws of the State of Georgia applicable to agreements executed and to be performed solely within such state exclusive of conflicts of laws principles.
- **16. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remaining provisions shall be unaffected. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranties, or exclusion of remedies is severable from and independent of any other provision.
- 17. RELATIONSHIP OF PARTIES. Service Provider is acting only as an independent contractor. Neither party shall act nor represent itself, directly or by implication, as an agent of the other. Each party shall be responsible for the direction and control of its employees, subcontractors, and/or consultants and nothing under this Agreement shall create any relationship between the employees, subcontractors and/or consultants of Service Provider and Client respectively.

- 18. No Third Party Beneficiaries. Except as set forth in this section, this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, including any employee, shareholder or client of either party hereto, and that no other person or entity shall have or acquire any right by virtue of this Agreement. The foregoing notwithstanding, the affiliates of Service Provider are hereby expressly made third party beneficiaries of Sections 4, 5 and 6 of this Agreement.
- 19. <u>Survival</u>. The provisions of Sections 4, 5, 6, 7, 8, 9, 11, 13, 15, 17, 18, 19, 24, 26, 27, 28 and 29 of this Agreement shall survive any termination or expiration of this Agreement.
- 20. <u>Assignment</u>. Neither party may assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.
- 21. <u>Preservation of Rights</u>. The exercise of any rights of enforcement or other remedies stated herein shall not preclude, or be deemed a waiver of, any other enforcement rights or remedies available to either Client or Service Provider under law or otherwise, and each of Client or Service Provider expressly reserves its rights in respect of such additional rights and remedies.
- 22. <u>Additional Documents</u>. The parties hereto agree to execute any additional documents, reasonably required to effectuate the terms, provisions and purposes of this Agreement.
- 23. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties hereto shall not affect the validity hereof.
- 24. <u>Captions</u>. The captions in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.
- 25. Representation of Authority. Client hereby represents and warrants to Service Provider that this Agreement has been duly executed and delivered by Client and that this Agreement constitutes a legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws and equitable principles relating to or affecting the right of creditors generally from time to time in effect. Service Provider hereby represents and warrants to Client that this Agreement has been duly executed and delivered by Service Provider and that this Agreement constitutes a legal valid and binding obligation of Service Provider, enforceable against Service Provider in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws and equitable principles relating to or affecting the right of creditors generally from time to time in effect.
- **26.** Entire Agreement. This Agreement and the exhibits attached hereto and thereto constitute the final, entire, and exclusive agreement between the parties with respect to the subject matter contained herein and therein. There are no representations, warranties, understandings or agreements among the parties with respect to the subject matter contained herein and therein, which are not fully expressed in this Agreement, and the exhibits attached hereto and thereto. This Agreement and the exhibits attached hereto and thereto supersede all prior agreements and understandings between the parties with respect to such subject matter.
- 27. Affiliates. Each party shall ensure that each of its affiliates accepts and complies with all of the terms and conditions of this Agreement as if each such affiliate were a party to this Agreement.
- 28. FACSIMILE/ELECTRONIC SIGNATURE. The parties agree that this Agreement and all agreements and other documents to be entered into in connection with this Agreement will be considered executed when the signature of a party is delivered by electronic or facsimile transmission. Such facsimile signature or electronic signature shall be treated in all respects as having the same effect as an original signature.
- 29. <u>Press Releases</u>. Upon prior written consent either party may use the other party's name, logo, brand, trademark or other reference to the other party in press releases and case studies regarding the business relationship with each other and use of Service Provider's services.

IN WITNESS WHEREOF, Service Provider and Client each have caused this Agreement to be signed and delivered by its duly authorized representative.

Ву:		
Name:	Bret T, Jardine	-
Title:	EVP, General Counsel	
Date:		
	By: Name: Title:	Name: Bret T. Jardine Title: EVP, General Counsel



SCHEDULE A

Client Name: DBA: Contact Name: Billgroup #: Account Manager:	PICH 1-12448004		LOWELL	City, State, Zip	: 616-8	
This Schedule A sets forth forth in the Master Service its affiliate(s) for the Serv	es Agreemen	nt and/c	r applicable Serv	ce Addendum betwe	en Client and S	Service Provider or
1. SCHEDULE A TI The term of this Schedul beginning twelve (12) months ("Rei (60) days prior to the exp of a calendar month, chair	e A will be connected will be connected by the connected	("Ir), unles Initial	nitial Term"), and ss written notice Term or any Ren	shall automatically of termination is prov	renew for addided to either p	ditional periods of party at least sixty
	to Service P	Provide		total transactional ch	arges incurred	in accordance with
3. TAXES Schedule A does not inclusales, excise, personal pexcluded. To the extent the	roperty, cons	sumptid	on, value-added	or other taxes. Incon	ne taxes of Se	ervice Provider are
AGREED TO AND ACCE	EPTED BY:					
Signed:						
Name:						
Title:						
Date:						

PRICE SCHEDULE	A-JAN-S
DRUG SCREENING FEATURES	PRICE
ADD ONS	
Additional Testing - Six (6) MAM (Monoacetylmorphine) and DNL Test (for MRO (Medical Review Officer) only clients, priced at MRO only rate)	\$150.00
Retest / Split Specimen	\$150.00
Data Entry Fee - Blood	\$20.00
Data Entry Fee - BAT (Breath Alcohol Test)	\$20.00
Data Entry Fee - Hair	\$20.00
Data Entry Fee - Saliva	\$20.00
Data Entry Fee - Urine	\$20.00
ALCOHOL TESTING	
BAT - Breath Alcohol Testing (1,5)	\$35.00
URINE DOT Panel FULL SERVICE - 5 Panel DOT	WAY TO SHE
Urine DOT Panel Full Service -LabCorp PSC (1,13)	\$39.50
Urine DOT Panel Full Service -Quest PSC (1,13)	\$39.50
Urine DOT Panel Full Service -3rd Party Collection with Lab analysis at LabCorp (1,13)	\$45.00
Urine DOT Panel Full Service -3rd Party Collection with Lab analysis at Medtox (1,13)	\$45.00
Urine DOT Panel Full Service -3rd Party Collection with Lab analysis at Quest (1,13)	\$45.00
TRAINING	
Training Kit (1 Supervisor Manual,1 Employee Handbook,1 Supervisor Training, 1 Employee Training)	\$48.00
Training Manual - Employee	\$7.00
Training Manual - Supervisor	\$20.00
Work Place Services - Training - 8 hour flat rate (18)	\$500.00

FootNotes

- 1. Existing Random Testing Only \$0 if it is a Post Accident during business hours, Reasonable Cause, Random, & Random Unknown testing.
- 5. Testing/collection costs in excess of \$25.00 will be added to the base cost. This does not apply to Pre-employment, Post Accident during business hours, Reasonable Cause, Random, & Random Unknown testing.
- 6. Plus testing/collection costs in excess of \$50.00. Add ons
- 13. The DOT and DOT look alike 5-panel test includes the following drugs: Amphetamines (including Ecstasy), Benzoylecgonine (Cocaine), Cannabinoids (Marijuana), Opiates (Codeine, Morhpine, Heroin), Phencyclidine. Specimen validity testing includes ph & creatinine (and specific gravity if creatinine is less than 20).
- 18. If 5 webinars are purchased and paid for up front in a package, one webinar will be recorded for free.

19. Acronyms defined:

6 MAM — tests for heroin: 6-Monoacetylmorphine (6-MAM) or 6-acetylmorphine (6-AM) is one of three active metabolites of heroin (diacetylmorphine). 6-acetylemorphine (6-AM) is an intermediate metabolite between heroin and morphine. Generally, 6-AM is present for a short time after use of heroin.

DNL - (D/L Isomer separation) testing: Methamphetamine is available in two forms: "d" and "l." These compounds are stereoisomers (chemical mirror images). They have the same chemical formula and similar chemical properties. The "d" form is a prescription stimulant and appetite suppressant. The "l" form is available over-the-counter as the active ingredient of the Vick's inhaler and is a metabolite of certain prescription medications. Both "d" and "l" test positive by both immunoassay and most GC/MS assays.

MRO - Medical Review Officer. Medical Review Officer (MRO) is a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug testing results.



Michigan Municipal League Commercial Driver's License (CDL) Drug and Alcohol Testing Consortium

Program Description

The Michigan Municipal League Commercial Driver's License (CDL) Drug and Alcohol Testing Consortium (Consortium) is a program that provides for the delivery of drug and alcohol testing services to its Consortium Members. This program facilitates the compliance by the Members with the federal anti-drug and alcohol abuse requirements. These requirements are applicable to all employees who are required to possess a CDL as a prerequisite for employment by the Member, or to other employees who are identified as employees in safety-sensitive positions by the Member. The Consortium is authorized by Section 382.107 of the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation (USDOT) regulations.

The Michigan Municipal League CDL Drug and Alcohol Testing Consortium, on behalf of its Members, agrees to contract for services for the Member and the Consortium in accordance with the drug and alcohol testing service provider-contract between the Consortium and First Advantage (Service Provider). A Consortium Member can obtain a copy of the provider-contract upon request to First Advantage.

The following sections list: (I) the services provided to the Members, (II) the fees and charges to be paid by the Members to the Consortium, (III) extra services and service enhancements that are available from the Service Provider at an additional cost to be billed directly to the Member by the Service Provider, and (IV) duties and responsibilities of Consortium Members.

I. Services Provided to Members

The following services shall be available to the Members of the Consortium. Fees will be assessed for testing services based on the pricing schedule within the provider-contract.

- A. Drug and alcohol testing:
 - Random testing
 - Post accident testing
 - Reasonable suspicion testing
- B. Collection of samples either on-site (available to Members within a greater metropolitan area) or at a clinic within a reasonably close distance.
 - Note: The Service Provider is unable to guarantee that the collection facility is within a certain distance to the Member, nor can specific collection hours for the facilities be mandated.
- C. A second confirming test (comprehensive screening), when the first screening test is positive.
- D. Selection of testing facilities, laboratories, and Medical Review Officers (MRO) and oversight and administration of same.
- E. A list of names of DOT-qualified Substance Abuse Professionals (SAP) who will work with employees who test positive will be furnished upon request.
- F. Professional resource and ongoing consultation service.
- G. Policy updates and support.
- H. A selection of reporting methods for receiving drug and alcohol test results: web-based, e-mail, auto-fax, and IVR (voice response)

- No charge for a Member (having eight or more covered employees) in a separate random pool.
- J. Maintenance of the database of all Consortium Members and their CDL employees who are covered by the state and federal regulations for drug and alcohol testing.

II. Consortium Fees and Charges

The Member will compensate the Consortium in accordance with the following payment schedule:

A. An annual cost of \$70.00 per CDL driver for MML Members or \$85.00 per CDL driver for non-MML Members. Consortium Members who have been placed in a non-compliant status will be charged \$95.00 per CDL driver. The Michigan Municipal League bills these costs directly to the Member. Rates are subject to change on an annual basis.

III. Extra Services and Service Enhancements at Additional Costs

Services and service enhancements that are listed below are not covered by payment of the charges in Part II, but are additional services and are subject to additional charges. Such fees shall not exceed those specified in the agreement between the Consortium and the Service Provider. Charges for the following will be billed directly to the Consortium Member, or to those in a non-compliant status, by the Service Provider (First Advantage, a Substance Abuse Professional (SAP), or an Employee Assistance Program (EAP)):

- A. Web-based training for any of the following: newly covered employees and supervisors, refresher training, and reasonable cause.
- B. Pre-employment drug testing.
- C. Return to duty and follow up drug and/or alcohol testing.
- D. Test collection costs over and above usual and reasonable costs that occur as the result of the request of a Consortium Member for special service. This includes on-site collection fees and after-hour fees.
- E. Mileage fees will be charged to the League Consortium members for onsite collections.
- F. Additional charges will be assessed if the following events occur: failure of a CDL driver to arrive on time to a collection appointment, failure to show altogether, less than 24 hour notice of cancellation, and wait times (the donor is unable to provide a specimen on first attempt or insufficient amount, requiring donor to drink fluids and given up to 3 hours to provide another specimen).
- G. Assisting a Consortium Member with developing customized policies and procedures or local work rules.
- H. The services of an Employee Assistance Program (EAP) or a Substance Abuse Professional (SAP). (It is recommended that the Member's "Policy and Procedures" should provide that whenever there are costs for a SAP or return to duty or follow up tests in a given case because of a positive test result, the employee (not the employer) should pay such costs.)

IV. Member Dutles and Responsibilities

Compliance with the requirements of the anti-drug and alcohol abuse requirements now or hereafter applicable to the Member shall be and remain the responsibility of the Member. Failure to comply with the Member duties and responsibilities may result in the Member being placed in non-compliant status as

CDL Program Description, Cont'd

determined by the Service Provider. Participation in this CDL Consortium is intended to assist and facilitate compliance with the following Member responsibilities:

- A. To adopt written "Policy and Procedures" which conform to the regulations of appropriate State and Federal agencies. (NOTE: A model "Policies and Procedures" will be provided to the Member by the Service Provider at an additional cost.)
- B. To give a copy of the "Policy and Procedures" to each covered employee and their employee organization and to forward a copy of the Member's adopted "Policy and Procedures" to the Service Provider.
- C. To comply with the terms of its "Policy and Procedures", including the Member's sole responsibility for the formulation and enforcement of any personnel rules, collective bargaining negotiations and agreements, or resolving any grievances of employees concerning compliance with the Member "Policy and Procedures" in regard to such compliance.
- D. To furnish the name and social security number of each employee that is dropped from or added to the list of employees in the random testing pool. These changes shall be supplied to the Service Provider immediately upon change.
- E. To furnish the report of the Substance Abuse Professional (SAP), which details the need for a specific number of follow-up tests, after the employee has tested positive, to the Service Provider. Also, to work with the Service Provider on the scheduling of needed follow-up tests.
- V. Non-compliant status shall apply to any Member in the Consortium who shall fail to comply with the Consortium program requirements as determined by the Service Provider. If a Member has been placed in non-compliant status, the Member shall no longer be a Member of the Consortium; however, the services provided by this program description may be offered to the Member in non-compliant status at rates specified in the provider contract.
- VI. The Michigan Municipal League (MML) agrees to continue to coordinate the work of the Consortium during the period of this CDL Consortium program so long as federal regulations permit and a sufficient number of Members remain in the Consortium in the sole judgment of the MML. Member eligibility in the Consortium is available to Michigan cities, villages, counties, townships, county road commissions, and public authorities in Michigan.
- VII. The MML shall be responsible for the Consortium and to the Member only to the extent of the service the MML agrees to perform by terms of this CDL Consortium program and not otherwise, and performing services or furnishing any facilities by the MML pursuant to this CDL Consortium program shall fully exonerate the MML from any and all other responsibility for the Consortium and to the Member.
- VIII. This CDL Consortium program may be amended by a written notice of amendments being submitted by the Consortium to the Member within thirty (30) days of the beginning of each New Year.
- IX. Membership in this CDL Consortium program shall begin on January 1 and shall continue on a calendar basis, in full force and effect, unless either party gives 30 day written notice of cancellation.

APPOINTMENTS

POINTMENTS	Expires
Board of Review	
Vacancy (Nancy Wood-Currently Serving)	06/30/2018
Local Officers Compensation Commission Vacancy (Barb Zandstra – Resigned 03/20/18)	06/30/2021
LCTV Endowment Board Vacancy (Barb Zandstra – Resigned 03/20/18)	12/31/2018