



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

**CITY OF LOWELL  
CITY COUNCIL AGENDA  
MONDAY, OCTOBER 7, 2019, 7:00 P.M.**

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

**2. CONSENT AGENDA**

- Approval of the Agenda.
- Approve and place on file the Committee of the Whole, Regular and Closed minutes of the September 16, 2019 City Council meetings.
- Authorize payment of invoices in the amount of \$2,460,567.50.

**3. CITIZEN DISCUSSION FOR ITEMS NOT ON THE AGENDA**

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

**4. OLD BUSINESS.**

- a. Adult Use Marihuana
- b. City Income Tax
  - i) Update
- c. Fire Authority Proposal
- d. Resolution 29-19 – Modification to Resolution 24-19
- e. Resolution 30-19 – Chamber of Commerce Building Lease
- f. Resolution 31-19 – Revising Resolution 08-19

**5. NEW BUSINESS**

- a. SUEZ Presentation
- b. Resolution 32-19 – Resolution to adopt a local pavement warranty program
- c. Resolution 33-19 – Resolution to implement a local pavement warranty program.
- d. Resolution 34-19 – Sewer Truck
- e. Resolution 35-19 – MDOT Trunkline Maintenance Contract
- f. City Hall LED Lighting
- g. Vaping Facility Moratorium

**6. BOARD/COMMISSION REPORTS**

**7. MANAGER'S REPORT**

**8. APPOINTMENTS**

9. COUNCIL COMMENTS

10. CLOSED SESSION - to discuss pending litigation

11. ADJOURNMENT

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



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## MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Monday, October 7, 2019

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4. OLD BUSINESS

- a. Adult Use Marihuana. Memo is provided by City Manager Michael Burns.
- b. City Income Tax – City Manager Michael Burns will provide an update.
  - i) Update
- c. Fire Authority Proposal – Mayor DeVore will provide information.
- d. Resolution 29-19 – Modification to Resolution 24-19. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council approve Resolution 29-19 as presented.

- e. Resolution 30-19 – Chamber of Commerce Building Lease. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council approve Resolution 30-19 and approve a new lease agreement with the Lowell Area Chamber of Commerce as presented.

- f. Resolution 31-19 – Revising Resolution 08-19. Memo is provided by City Manager Michael Burns.

Recommendation: That the Lowell City Council approve Resolution 31-19 as presented.

## 5. NEW BUSINESS

- a. SUEZ Presentation. – Memo is provided by City Manager Michael Burns.
- b. Resolution 32-19 – to adopt a local pavement warranty program- Memo is provided by Public Works Director Daniel Czarnecki.

Recommended Motion: That the Lowell City Council adopt Resolution 32-19, adopting the Michigan Local Agency Pavement Warranty Program, with accompanying documents.

- c. Resolution 33-19 – to implement a local pavement warranty program. Memo is provided by Public Works Director Daniel Czarnecki.

Recommended Motion: That the Lowell City Council adopt Resolution 33-19, implementing the Local Agency Pavement Warranty Program and annually report in accordance with the law.

- d. Resolution 34-19 – Sewer Truck. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council approve Resolution 34-19 and have the Equipment Fund purchase truck W-21 from the Wastewater Fund at a cost not to exceed \$57,310.

- e. Resolution 35-19 – MDOT Trunkline Maintenance Contract. Memo is provided by Public Works Director Daniel Czarnecki.

Recommended Motion: That the Lowell City Council adopt Resolution 35-19, approving the MDOT State Trunkline Maintenance Contract, and authorizes Mr. Michael Burns, City Manager, to act as agent on behalf of the City of Lowell to sign the contract documents with MDOT, Contract #2019-0720, for Trunkline maintenance.

- f. City Hall LED Lighting. Memo is provided by Police Chief Steven Bukala.

Recommended Motion: To proceed with the lone bid of \$10,671.90 from Lite's Plus. Lite's Plus provided the first phase of energy saving bulbs for the police department in 2018, and has provided services for the City of Lowell in the past.

- g. Vaping Facility Moratorium. Memo is provided by City Manager Michael Burns.

Recommended Motion: For the time being, I do not recommend the City Council take any action on this matter.

## 6. BOARD/COMMISSION REPORTS

## 7. MANAGER'S REPORT

## 8. APPOINTMENTS

9. COUNCIL COMMENTS

10. CLOSED SESSION – to discuss pending litigation

11. ADJOURNMENT

**PROCEEDINGS  
OF  
THE COMMITTEE OF THE WHOLE  
OF THE  
CITY OF LOWELL & LOWELL PLANNING COMMISSION  
MONDAY, SEPTEMBER 16, 2019, 5:30 P.M.**

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

The Meeting was called to order at 5:30 p.m. by Mayor Mike DeVore.

Present City Council: Councilmembers Canfield, Chambers, Salzwedel, Councilmember Yankovich and Mayor DeVore.

Absent: None.

Also Present: City Manager Mike Burns, City Clerk Susan Ullery and Police Chief Steve Bukala, DPW Director Dan Czarnecki, General Manager for Lowell Light & Power Steve Donkersloot.

**2. MOTION TO APPROVE THE AGENDA.**

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

YES: Councilmember Canfield, Mayor DeVore, Councilmember Salzwedel, Councilmember Yankovich and Councilmember Chambers.

NO: None.

ABSENT: None.

MOTION CARRIED.

**3. CITIZEN DISCUSSION FOR ITEMS NOT ON THE AGENDA.**

No comments.

**4. MICHIGAN EMPLOYEE RETIREMENT SYSTEM (MERS)-ACTUARIAL PRESENTATION.**

City Manager Mike Burns introduced Mike Oberly who gave the presentation on the actuarial report condensing it down to the main points, what we have today, how it works and where it is heading and how to naturally implement the changes.

**5. ADJOURNMENT.**

IT WAS MOVED BY SALZWEDEL and seconded by CHAMBERS to adjourn at 6:45.

YES: 5.

NO: 0.

ABSENT: None.

MOTION CARRIED.

DATE:

APPROVED:

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Mike DeVore, Mayor

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Susan Ullery, City Clerk

**PROCEEDINGS  
OF  
CITY COUNCIL  
OF THE  
CITY OF LOWELL  
TUESDAY, SEPTEMBER 16, 2019, 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 DeVore and City Clerk Sue Ullery called roll.

Present: Councilmembers Marty Chambers, Cliff Yankovich, Jim Salzwedel, Greg Canfield and Mayor DeVore.

Absent: None.

Also Present: City Manager Michael Burns, Chief of Police Steve Bukala, DPW Director Dan Czarnecki and City Clerk Sue Ullery, Lowell Light & Power Steve Donkersloot, City Attorney Dick Wendt and Attorney Jessica Wood with Dickinson & Wright.

**2. PRESENTATION FROM THE AMERICAN WATER WORKS ASSOCIATION (MICHIGAN SECTION) ON LOWELL BEST TASTING WATER AWARD.**

City Manager Michael Burns introduced Aaron Davenport, a representative from the American Water Works Association, Michigan Section, who came to present the award. Burns also recognized the three employees who work at the water plant: Water plant Superintendent Brian VanVeelan, Water plant Operator Todd Phillips and Utility Supervisor Ralph Brecken.

**3. CONSENT AGENDA.**

- Approval of the Agenda.
- Approve and place on file the Regular and Closed minutes of the September 3, 2019 City Council Meetings.
- Authorize payment of invoices in the amount of \$65,999.33.

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

YES: Councilmember Salzwedel, Councilmember Yankovich, Councilmember Chambers, Councilmember Canfield and Mayor DeVore.

NO: None.

ABSENT: None.

MOTION CARRIED.

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

There was none.

**5. OLD BUSINESS**

a. City Income Tax Update.

City Manager Michael Burns gave an update since the last meeting stating we are having our first informational meeting, Wednesday, September 18, 2019. There will be another mailer at the end of the month, just like last month with the sewer/water bills. We will also be doing some social media

marketing. If the income tax does pass, we are putting a plan in place as to what roads will be repaired. Burns then introduced DPW Director Dan Cznarski who then spoke on the Lowell Street Assessment, a 3 Year Street Improvement Plan and he provided maps.

b. Unity School Investors Planned Unit Development.

City Manager Michael Burns stated at the September 3, 2019 City Council meeting, City Council directed City Administration to prepare an ordinance to approve the Planned Unit Development Agreement with Unity School Investors. We were directed to prepare language in the ordinance with two modifications from the original conditions recommended from the Planning Commission's August 12, 2019 resolution. Those modifications were as follows:

- Remove recommendation "j"; requiring eighteen spaces located on to be dedicated to parking for the proposed PUD and deed restrict those spaces.
- Add a new provision "j" to the ordinance stating, "The applicant shall install a curb gutter, and sidewalk along the south side of the development, along the north side of High Street, but outside of the High Street right-of-way. There shall be no curb cuts on the north side of High Street." This is to be completed as a part of Phase 1.

IT WAS MOVED BY DEVORE and seconded by CANFIELD to approve the Unity School Investors Planned Unit Development.

Yes: Councilmember Yankovich, Councilmember Chambers, Councilmember Canfield, Mayor DeVore, and Councilmember Salzwedel.

NO: None.

ABSENT: None.

MOTION CARRIED.

c. Public Hearing – Adult Use Marijuana Ordinance.

Mayor DeVore opened the public hearing.

Brad Closure who resides in Greenville stated he did not understand the lighting restrictions in the ordinance and would like to see that removed from the ordinance. Council will look into the reason that is in the ordinance and report back at the next meeting.

Attorney Jessica Wood with Dickinson & Wright stated this is sometimes in the ordinance and we should discuss this as well as one other item that came up today.

Mayor DeVore closed the public hearing.

6. NEW BUSINESS.

a. Wastewater Treatment Plant Digester #3 Lid.

City Manager Michael Burns stated in the current fiscal year budget, \$68,000 was budgeted in the Wastewater fund to repair the lid to digester #3 at the Wastewater Treatment Plant. This lid has not been



repaired since the wastewater plant was built and is in need of an upgrade. Suez can provide this work under the maintenance clause of their current agreement with the City and have given a proposal of completing the work for \$60,000. There was also a need for some engineering inspection work to ensure the repairs are made properly and we received a quote from Williams and Works and Prein & Newhof. Williams & Works had a lower quote of \$1,440.

IT WAS MOVED BY CHAMBERS and seconded by YANKOVICH to approve Suez and Williams & Works to proceed with their proposed work to repair Digester #3 at the Wastewater Treatment Plant at a cost not to exceed \$61,440.

YES: Councilmember Canfield, Mayor DeVore, Councilmember Salzwedel, Councilmember Yankovich, and Councilmember Chambers.

NO: None.

ABSENT: None.

MOTION CARRIED.

b. Wastewater Treatment Plant Expansion Study Proposal.

City Manager Michael Burns stated currently we are approaching our 80% capacity for the wastewater treatment plant. Once we are over the 80% level, we are required by the Michigan Environment, Great Lakes and Energy (EGLE) to begin planning for an expansion. While we are currently finishing our assessment from the Stormwater Asset Management (SAW Grant) program, we are hoping many of the recommendations being made through SAW will allow us to avoid having to conduct a plant expansion. Lowell Township, which currently owns 18% capacity in our system, is continuing to grow at a much faster pace than the City. In addition, Lighthouse is now delivering processed water to the Wastewater Treatment Plant after a 2-year hiatus. Now would be a good time to complete the necessary study to determine what upgrades to the facility would need. In the current fiscal year, the City budgeted funds in the Wastewater Fund for the Wastewater Plant Study. The estimate from Williams & Works of \$13,000 to complete the study has been received. Additionally, Lowell Township has agreed to pay 50% of the cost for the study as they are partners in this and in future ventures.

IT WAS MOVED BY CANFIELD and seconded by SALZWEDEL to approve the provided estimate of a cost not to exceed \$13,000 (\$6,500 paid by Lowell Township) for an expansion study of the Wastewater Treatment Plant.

YES: Mayor DeVore, Councilmember Salzwedel, Councilmember Yankovich, Councilmember Chambers, and Councilmember Canfield.

NO: None.

ABSENT: None.

MOTION CARRIED.

7. BOARD AND COMMISSION REPORTS.

Councilmember Yankovich attended the Chamber of Commerce Board meeting and learned at the golf outing they held, they raised \$8000 for the Ivan K Blough Scholarship which is for people going into the Trades Industry. Yankovich also stated Riverwalk was a great success, it is the Chambers #1 fundraiser and they were up about \$5,000 this year.

Councilmember Salzwedel stated he attended the Arbor Board meeting and Dr. Reagan is willing to serve again. Salzwedel also stated Dan Czarnecki has his work cut out for him trying to find the right trees to plant downtown and around the City and what kind of plaques to standardized for anyone who wants to donate a tree.

Councilmember Canfield stated the Lowell Area Recreation Authority met last week and they are working with Harding Enterprises to do some sealing of the trails to make sure they stay in good condition. A few areas have some cracks that need to be cut out and patched. Unfortunately, we are coming up \$1.5 Million short on the \$6.5 Million that we need for phase two of the trail and so our plan now is to withdraw our application on October 1, 2019 or shortly after that and try again next year.

Councilmember Chambers stated Planning Commissioners requested Andy Moore with Williams & Works to have some educational classes with them. Light and Power meeting was the usual daily business and the guys at Light & Power do a great job.

General Manager of Lowell Light & Power Steve Donkersloot stated the LL&P Board took a unanimous action to depart with the Line Chat building down on the River, so it will ultimately be up to the City Manager and the City Council whether they want to put out an RFP to sell that facility.

Mayor DeVore stated they had Fire Authority meeting last Monday and the proposal for a consultant came up again. They decided on one consultant pending two of the three municipalities approving the funding so next meeting he will bring that back to go over and get a consensus on what City Council would want to do.

## 8. MANAGER REPORT.

City Manager Michael Burns stated the following:

- Wednesday evening, we had our storms that came through town, the Valley Vista subdivision was the worst area hit and some areas southeast of the fairgrounds as well as some of the fairgrounds. The DPW staff is still working and trying to get the debris cleaned up. Lowell Light & Power worked until 4 a.m. the next morning to get all the outages corrected. They did a great job as well as Suez.
- We will be having our first informational meeting Wednesday, September 18, 2019 on the City Income Tax Proposal and hopefully it will be well attended and people will understand what it is they have to consider.
- Our next City Council meeting will be October 7, 2019 and we will have a Committee of the Whole meeting at 5:30 with MDOT as long as the State of Michigan does not shut down.

## 9. APPOINTMENTS.

By general consensus, the Councilmembers reappointed Dr. Reagan to the Arbor Board and Mayor DeVore stated at this time, there are no other applications for any other appointments.

#### **10. COUNCIL COMMENTS.**

Councilmember Canfield stated he felt it was a great idea that the DPW is helping our residents with the debris from the storm and he thanked them.

Councilmember Chambers wanted to congratulate the Water Department on winning the Best Tasting Water Award and feels that is a huge feat. It is good to see our town providing several winners. We are doing it right and are very fortunate.

Councilmember Yankovich was able to interact with a bunch of people at the Pink Arrow Game who were not from Lowell while he was giving chauffeur rides, and it was fun to talk and interact with them bragging about Lowell, the pink arrow event and our football team. His wife Julie worked at the Fallsburg Festival and there was an hour wait to get in and he believes it was a record day for them and it is good to be in Lowell!

Councilmember Salzwedel stated he was at the Fallsburg Festival helping the Lowell Women's Club set up and tear down and they were extremely busy and sold out of everything. It was a great turnout!

Mayor DeVore stated he attended the Pink Arrow Game on Friday night and he was very impressed with the Greenville turnout and how engaged they were with everything we were doing and they were very supportive. Perry and Theresa Beachum do a great job out there and DeVore spoke with Greg Pratt about it and he feels the Pink Arrow Event is probably the coolest thing he has been a part of and he is really glad it is here. DeVore also said he helped with tickets for the fire department chicken barbeque at the Fallsburg Festival and they ran out of tickets by 2 o'clock on Sunday and it's a great event as well.

#### **11. MOTION TO GO INTO CLOSED SESSION.**

IT WAS MOVED BY SALZWEDEL and seconded by CANFIELD to go into closed session to discuss pending litigation between the City of Lowell and the Unity School Investors @ 8:06.

YES: Councilmember Salzwedel, Councilmember Yankovich, Councilmember Chambers, Councilmember Chambers, and Mayor DeVore.

NO: None.

ABSENT: None.

MOTION CARRIED.

#### **12. MOTION TO GO BACK INTO OPEN SESSION.**

IT WAS MOVED BY YANKOVICH and seconded by SALZWEDEL to go back into open session at 8:51p.m.

YES: Councilmember Yankovich, Councilmember Chambers, Councilmember Canfield, Mayor DeVore, and Councilmember Salzwedel.

NO: None.

ABSENT: None.

MOTION CARRIED.

#### **13. ADJOURNMENT.**

IT WAS MOVED SALZWEDEL and seconded by CANFIELD to adjourn at 8:51 p.m.

YES: Councilmember Chambers, Councilmember Canfield, Mayor DeVore, Councilmember Salzwedel,  
and Councilmember Yankovich.

NO: None.

ABSENT: None.

MOTION CARRIED.

DATE:

APPROVED:

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Mike DeVore, Mayor

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Sue Ullery, Lowell City Clerk

**CITY OF LOWELL CITY COUNCIL**

**KENT COUNTY, MI**

**ORDINANCE # 19-05**

At a regular meeting of the City of Lowell City Council, Kent County, Michigan, held at the Lowell City Hall on September 16, 2019 at 7:00 PM, Mayor DEVORE, supported by Councilmember CANFIELD moved the adoption of the following ordinance:

**AN ORDINANCE AMEND APPENDIX "A", ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF LOWELL TO REZONE CERTAIN 219 HIGH STREET TO THE PLANNED UNIT DEVELOPMENT (PUD) DISTRICT AND TO APPROVE A PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN FOR UNITY SCHOOL INVESTORS, LLC.**

**PREAMBLE**

WHEREAS, Unity School Investors, LLC has submitted an application for a planned unit development (PUD) located at 219 High Street (PPN 41-20-02-260-003) for approval of a condominium project located in the Mixed Use zoning district; and

WHEREAS, the applicant has requested approval of the PUD plan and rezoning pursuant to applicable provisions in the City of Lowell Zoning Ordinance;

WHEREAS, the Planning Commission has recommended approval of the PUD plan to the City Council; and

WHEREAS, the City Council has determined that the proposed PUD plan satisfies the requirements of the Zoning Ordinance, if certain conditions are met, as specified herein.

## **THE CITY OF LOWELL, KENT COUNTY, MICHIGAN ORDAINS:**

**Section 1. Findings of Fact.** The City Council makes the following findings with respect to the proposed PUD:

- a. The City Council finds, after careful review, and based on information contained in the application, the Planning Commission minutes from August 12, 2019, the memorandum to the Planning Commission from Williams & Works dated July 3, 2019, two memorandums from Williams & Works to the Planning Commission dated August 6, 2019, the memorandum to the City Council by Williams & Works dated August 29, 2019, and all other pertinent materials on the record for this matter, that the proposed PUD satisfies the standards contained in Section 15.02 (A) of the City of Lowell Zoning Ordinance pertaining to the objectives applicable to all PUDs based on the following findings:
  1. To encourage the provision and protection of open spaces, cultural/historic resources, the development of recreational amenities, and, where included in the plan, other support facilities in a generally central location within reasonable distance of all dwelling units.

Findings: The proposed development includes the redevelopment of the former Unity School building and bus garage. Preservation of these old structures aligns with the City's value of preserving historic buildings. The location of the development is expected to allow residents to access support facilities within a walkable environment. Additionally, the applicant has included designated open space areas in the plan. This open space includes all areas that do not have structural development and is determined to be in conformance with the designation of open space in an urban area. Further, recreational activities may be encouraged by the development's proximity to a boat

launch on High Street and other City parks, services, and the Riverwalk. The City Council finds that this standard is met.

2. To encourage developers to use a more creative and imaginative approach in the development of property

Findings: The applicant has approached this development with the objective of preserving the existing buildings. In order to renovate these buildings, a creative design is required that appears to be somewhat limited through the strict application of the current Mixed Use zoning district standards, specifically the adherence to minimum building frontage standards in primary and secondary front yards and the prohibition of off-street parking in front yards. Thus, through PUD rezoning, a more creative approach is possible that may not have been otherwise feasible if the requirements of the underlying zoning district were applied. The City Council finds that this standard is met.

3. To allow for market-driven development or redevelopment in places that are most conducive to accommodating additional activity.

Findings: The proposed development site is located in downtown Lowell, along the Flat River and adjacent to residential neighborhoods, public facilities, and services. Adequate infrastructure is already in place and accessible at the subject property, so the property is well-positioned as an ideal infill site where relatively dense residential densities are appropriate. The City Council finds that this standard is met.

4. To facilitate economic development through the creation of a mix of uses and/or building types.

Findings: The rehabilitation and restoration of the existing vacant buildings will generate new real estate tax revenue for the City. The combination of redevelopment and new construction is expected to provide a variety of building types that could lead to a successful development. The location of the development near the downtown area is also be expected to contribute positively to economic development in the City. The City Council finds that this standard is met.

5. To create walkable developments with pedestrian-oriented buildings and open space that connects to nearby destinations or neighborhoods.

Findings: The proposed development is located near the Lowell Riverwalk. This walkway is already connected to a sidewalk on the northern boundary of the development. The City Council has also requested the applicant to install a sidewalk on the southern property boundary as a condition of approval. These sidewalks will facilitate pedestrian traffic to and from the Riverwalk, residential neighborhoods, and the downtown area. The applicant has also proposed sidewalks within the development to accommodate internal pedestrian circulation. Additionally, open space is indicated on the PUD plan, which is connected by sidewalks. The City Council finds that this standard is met.

6. To provide for the adaptive re-use of significant or historic buildings;

Findings: The applicant has proposed to reuse the former Unity School building and bus garage. This will retain some local cultural and historic characteristics on the site, as many of Lowell's residents attended the school over the years prior to its closure. The City Council finds that this standard is met.



7. To allow phased construction with the knowledge that subsequent phases will be approved as originally planned and approved by the city.

Findings: The applicant has proposed a phased development with a total of three phases. Each phase will be required to secure site plan approval from the Planning Commission, who will need to verify that the phase, when presented, is consistent with the original PUD rezoning approval. Each phase is understood to be developed so as to exist and function both independently and collectively. The City Council finds that this standard is met.

8. To promote flexibility in design and to permit planned diversification in the location of structures.

Findings: The proposed development is designed so as to utilize the existing buildings on the site. Therefore, it is found that rezoning to PUD would allow for diversification in the location of structures, since the development is already somewhat limited by utilizing existing buildings. The City Council finds that this standard is met.

9. To promote the efficient use of land to facilitate a more economic arrangement of buildings, circulation systems, land use, and utilities.

Findings: Because two buildings already exist on the subject property, utilities are readily available for redevelopment. Redevelopment of existing buildings also contributes to the conservation and efficient use of building materials. Therefore, the proposed development would offer an efficient arrangement of buildings and utilities. Additionally, vehicular circulation is efficiently designed to facilitate traffic between different buildings and to the City's street network. Internal sidewalks provide logical

connections to existing sidewalks bordering the subject property. The City Council finds that this standard is met.

10. To minimize adverse traffic impacts and to accommodate safe and efficient pedestrian access and circulation;

Findings: Internal vehicular access is proposed through a private drive with two curb cuts: one on King Street and one on Monroe Street. This design would not likely adversely impact traffic. Pedestrian circulation includes connections to existing sidewalks bordering the subject property and includes internal sidewalk connections. The City Council finds that this standard is met.

11. To provide for redevelopment of sites and/or buildings that are under-developed or have fallen into disrepair;

Findings: The former Unity School building and bus garage are vacant buildings and have begun to fall into disrepair. The proposed PUD plan would redevelop these buildings and restore them to a useful state. The City Council finds that this standard is met.

12. To combine and coordinate architectural styles, building forms, and building relationships within the PUD; and

Findings: The exteriors of existing buildings are consistent with each other. The applicant has indicated in the project narrative that new materials will coordinate and complement the architectural styles and building forms that currently exist. The applicant has submitted building elevations for the phase 1 development and some renderings of this phase are found on the project website, which indicate coordination between buildings. The City Council finds that this standard is met.

13. To ensure a quality of construction commensurate with other developments within the city.

Findings: In the applicant's narrative, it is stated that the "quality of construction will meet or exceed that of other buildings in and around the City." Preliminary indications are that the materials would be of an acceptable quality. The City Council finds that this standard is met.

b. The City Council finds, after careful review, and based on information contained in the application, the Planning Commission minutes from August 12, 2019, the memorandum to the Planning Commission from Williams & Works dated July 3, 2019, two memorandums from Williams & Works to the Planning Commission dated August 6, 2019, the memorandum to the City Council by Williams & Works dated August 29, 2019, and all other pertinent materials on the record for this matter, that the proposed PUD satisfies the standards contained in Section 15.02 (B) of the City of Lowell Zoning Ordinance pertaining to the qualifying conditions applicable to all PUDs based on the following findings:

1. **Ownership.** The tract of land for which a PUD application is received must be either in one (1) ownership or with written approval of the owners of all affected properties.

Findings: The former Unity School building extends into the High Street right-of-way. However, the applicant has indicated on the PUD plan that the portion extending into the right-of-way will be removed to the property line. Therefore, there are no owners of affected properties associated with this development and the PUD application is in one ownership. The City Council finds that this standard is met.

2. **Conditions.** To be considered as a PUD, the proposed development must fulfill at least one (1) of the following conditions:

- (a) The PUD contains two (2) or more separate and distinct uses, for example, residential dwellings and office or commercial uses;
- (b) The PUD site exhibits significant natural features encompassing at least twenty-five (25) percent of the land area of the PUD which will be preserved as a result of the PUD plan.
- (c) The PUD is designed to preserve, in perpetuity, at least sixty (60) percent of the total area of the site as open space.
- (d) The PUD constitutes a significant redevelopment of an underutilized or vacant property where conventional development may not be feasible.

Findings: The PUD Plan fulfills letter (d), as it proposes to redevelop two existing buildings and construct two new buildings on a property that is presently underutilized. Conventional development that complies fully with the underlying Mixed Use zoning regulation may be infeasible unless the buildings are razed. Due to the intent to preserve their historic and cultural character, this PUD plan would constitute a significant redevelopment of the vacant property. The City Council finds that this standard is met.

3. **Master Plan.** The applicant shall demonstrate that the proposed PUD is consistent with the adopted master plan.

Findings: The future land use map shows the subject property in the Mixed Use designation, which is intended to permit a mixture of residential, office, and commercial land uses. This category may include redevelopment of existing areas or new construction and should promote pedestrian accessibility. The intended

development aligns well with the Plan's Mixed Use future land use category. The City Council finds that this standard is met.

- c. The City Council finds, after careful review, and based on information contained in the application, the Planning Commission minutes from August 12, 2019, the memorandum to the Planning Commission from Williams & Works dated July 3, 2019, two memorandums from Williams & Works to the Planning Commission dated August 6, 2019, the memorandum to the City Council by Williams & Works dated August 29, 2019, and all other pertinent materials on the record for this matter, that the proposed special land use satisfies the standards contained in Section 15.10 of the City of Lowell Zoning Ordinance pertaining to PUD plan and rezoning applicable to all PUDs based on the following findings:

1. The proposed PUD complies with the purpose and qualifying conditions of sections 15.01 and 15.02.

Findings: The proposed PUD complies with the purpose and qualifying sections of 15.01 and 15.02, as described above. The City Council finds that this standard is met.

2. The uses conducted within the proposed PUD, the PUD's impact on the community, and other aspects of the PUD are consistent with, and further implement the policies of, the adopted master plan.

Findings: The future land use map shows the subject property in the Mixed Use designation, which is intended to permit a mixture of residential, office, and commercial land uses. This category may include redevelopment of existing areas or new construction and should promote pedestrian accessibility. The intended

development aligns well with the Mixed Use category. The Master Plan does not consider PUDs on the future land use map.

The PUD plan is also supported through the Master Plan's goals and objectives. The Master Plan's goal for Community Image promotes Lowell's image as a historic community with natural resources such as the Flat River. Objectives include measures to improve access and views to the Flat River and restoration of buildings to their original style. Encouraging river access and views may include "demolition of view blocking buildings and structures, building of paths, construction of view overlooks, and others." The proposed PUD plan does not propose additional buildings along the riverfront and the residential units in the former bus garage would allow those owners to have river views.

The Community Image goal also includes an objective to encourage the restoration of building fronts to their original style. By preserving the existing buildings on the site, the applicant may retain their original style. Based on building elevations for phase 1, the new construction would not significantly diminish the original historic character of the site.

The Master Plan also lists a Land Use goal to "promote a walkable community with stable neighborhoods, and conveniently located public, commercial, and service uses." Objectives include improved pedestrian access to the Flat River, a land use pattern to facilitate walking to and within the downtown area safer and easier, and encouragement of new development in and around the downtown area. The PUD plan aligns well with the objective for encouraging new development in and around the downtown area. The

placement of residential units at this location supports this objective of building off of the downtown as the heart of Lowell.

Lastly, the Master Plan defines Housing goals, desiring a variety of housing opportunities on a range of lot sizes to provide affordable housing. The primary housing types in the surrounding area are single-family residential homes, and some residential-over-retail dwellings along Main Street. The presence of attached condo units is expected to provide diversity in the housing market through different types of units and lot size, as there are few attached condos in the City at present. The City Council finds that this standard is met.

3. The proposed PUD shall be designed, constructed, operated, and maintained in a manner harmonious with the character of adjacent property, the surrounding uses of land, the natural environment, and the capacity of public services and facilities affected by the development.

Findings: The proposed PUD is residential in nature and the surrounding uses are predominately residential or public areas. The PUD plan depicts a higher density than that allowed in the neighboring residential uses. However, because the subject property is also adjacent to the Public Facilities district and the riverfront walkway, the increased density is more compatible and appropriate at this site, and offers a transition between the lower-intensity neighborhoods to the north and the more intense uses in downtown Lowell.

The subject property contains minimal natural features and adequate public services and facilities. The landscape plan submitted by the applicant indicates an increase in overall vegetative density on the site as a result of the development. Because this site

was the former location of Unity School, public facilities and services are already available for use and the capacity of public services and facilities will support the intended development. Therefore, the PUD development would remain harmonious in relation to natural features and the capacity of public services and facilities. The City Council finds that this standard is met.

4. The proposed PUD shall not be hazardous to adjacent property or involve uses, activities, materials, or equipment that will be detrimental to the health, safety, or welfare of persons or property through the excessive production of traffic, noise, smoke, fumes, or glare.

Findings: The proposed PUD is residential in nature and therefore not expected to involve uses, activities, materials, or equipment that will be detrimental to the health, safety, or welfare of persons or property through excessive production of traffic, noise, smoke, fumes, or glare. The development is likely to have some impact on traffic in the area, as 44 new housing units would eventually be created. Because the development can be accessed via King Street and Monroe Street, traffic will be distributed so as not to overload one particular area. Further, many of the future residents may walk to destinations in downtown Lowell, reducing the number of vehicle trips needed. The City Council finds that this standard is met.

5. The proposed PUD shall not place demands on public services and facilities more than current or anticipated future capacity.

Findings: The proposed PUD proposes a total of 44 dwelling units. The proposed use will not likely generate demands on public facilities that are more than current or anticipated future capacity. The City Council finds that this standard is met.



6. The proposed PUD shall satisfy all applicable local, state, and federal laws, rules and, regulations.

Findings: This is addressed as a condition of approval.

- d. The City Council finds, after careful review, and based on information contained in the application, the Planning Commission minutes from August 12, 2019, the memorandum to the Planning Commission from Williams & Works dated July 3, 2019, two memorandums from Williams & Works to the Planning Commission dated August 6, 2019, the memorandum to the City Council by Williams & Works dated August 29, 2019, and all other pertinent materials on the record for this matter, that the proposed site plan satisfies the standards contained in Section 14.04 of the City of Lowell Zoning Ordinance pertaining to the Floodplain Overlay district standards based on the following findings:

1. Development, including the erection of structures and placement of manufactured homes, within the floodplain overlay district shall not occur except in accordance with the requirements of this ordinance and the following standards:

- (a) The requirements of this chapter shall be met.

Findings: This is addressed as a condition of approval.

- (b) The requirements of the underlying zoning district and applicable general provisions of this ordinance shall be met;

Findings: The applicant's conformance to the applicable standards for PUD approval fulfill the requirements of this standard.

- (c) All necessary permits shall have been issued by the appropriate local, state, and federal authorities, including a floodplain permit, or letter of no authority from the Michigan Department of Natural Resources under authority of Act 451, of

the Public Acts of 1994, as amended. Where a permit cannot be issued prior to the issuance of zoning compliance permit, a letter from the issuing agency indicating intent to issue contingent only upon proof of zoning compliance shall be acceptable.

Findings: The proposed project may require a Part 31 permit from the Michigan Department of Environmental Quality (DEQ). This is addressed as a condition of approval.

- (d) The proposed use and/or structure(s) shall be so designed as not to reduce the water impoundment capacity of the floodplain or significantly change the volume or speed of the flow of water.

Findings: Portions of the site are within the 100-year floodplain and these areas contain existing buildings that would be renovated to accommodate the proposed condominiums. Additions are not planned within the 100-year floodplains and those portions of the site that are proposed for new construction are not within the 100-year floodplain. The City Council finds that this standard is met.

- (e) Utilities, streets, off-street parking, railroads, structures, and buildings for public or recreational uses shall be designed so as not to increase the possibility of flood or be otherwise detrimental to the public health, safety, and welfare.

Findings: Portions of land in Phases I and II are within the 100-year floodplain. However, these phases include the existing former Unity School and bus garage; additions are not planned within the 100-year floodplain and those

portions of the site that are proposed for new construction are not within the 100-year floodplain. The City Council finds that this standard is met.

2. Specific base flood elevation standards:

- (f) On the basis of the most recent available base flood elevation data all new construction and substantial improvements shall have the lowest floor, including basements, elevated at least one (1) foot above the flood level; or for nonresidential structures, be constructed such that at or below base flood level, together with attendant utility and sanitary facilities, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that these standards are met and that the floodproofing methods employed are adequate to withstand the flood depths, pressures, velocities, impact, and uplift forces and other factors associated with the base flood in the location of the structure. Such certification shall be submitted as provided in this ordinance and shall indicate the elevation to which the structure is floodproofed.

Findings: This is addressed as a condition of approval.

- (g) The most recent flood elevation data received from the Federal Insurance and Mitigation Administration (FIMA) shall take precedence over data from other sources.

Findings: This is addressed as a condition of approval.

**Section 2. Conditions of Approval.** This PUD plan and rezoning approval is subject to the following conditions and regulations:

- a. Prior to issuance of any City permits, the applicant shall have paid all application, permit, reimbursable escrow, and other fees related to the request.
- b. The proposed PUD shall satisfy all applicable local, state, and federal laws, rules and regulations, including, but not limited to, all applicable requirements pertaining to barrier-free access and the Americans with Disabilities Act ADA.
- c. The applicant shall comply with applicable local, state, and federal laws, rules and regulations, including the requirements of the City's Code of Ordinances, promulgated rules, regulations, and policies of the City's Department of Public Works, the City Engineer and Department of Light and Power, and promulgated rules, regulations, and policies of the Lowell Area Fire Authority.
- d. All necessary permits shall have been issued by the appropriate local, state, and federal authorities, including a floodplain permit, or letter of no authority from the Michigan Department of Natural Resources and/or Department of Environment, Great Lakes, and Energy (EGLE) under authority of Act 451, of the Public Acts of 1994, as amended. Where a permit cannot be issued prior to the issuance of zoning compliance permit, a letter from the issuing agency indicating intent to issue contingent only upon proof of zoning compliance shall be acceptable.
- e. The most recent flood elevation data received from the Federal Insurance and Mitigation Administration (FIMA) shall take precedence over data from other sources.
- f. The applicant shall submit evidence that the requirements of Chapter 14, Floodplain Overlay District of the Zoning Ordinance are or will be satisfied.

- g. If it is determined that the work involved would require a compensating cut pursuant to EGLE requirements, such compensating cut, if in the City, shall occur at a location approved by the City and shall be subject to reasonable regulation and oversight by the City of Lowell.
- h. Consistent with Note 9 of Sheet C 2.0 of the site plan submitted by the applicant stating that “as the site is riparian and within a floodplain, stormwater management goals of the project focus on providing stormwater quality improvements and maintaining onsite grading characteristics to provide storage for impending flood conditions.” Since the site has a direct discharge to the Flat River, the applicant shall submit evidence to the City Engineer’s satisfaction that demonstrates specific stormwater quality Best Management Practices (BMPs).
- i. Site Plan review by the Planning Commission for phases 2 and 3 shall be required.
- j. The applicant shall install a curb, gutter, and sidewalk along the south side of the development, along the north side of High Street, but outside of the High Street right-of-way. There shall be no curb cuts on the north side of High Street.
- k. The applicant shall work cooperatively with the Lowell City Council on the affected High Street area.

**Section 3. Amendment to the Official Zoning Map.** The subject property located at 219 High Street is hereby rezoned to the PUD-Planned Unit Development zoning district designation and the zoning map is also amended accordingly. Furthermore, the preliminary site plan (as amended) submitted by Unity Schools Investors, LLC is hereby approved. Such approval and rezoning is expressly subject to the conditions and regulations of this Ordinance and the City of Lowell Zoning Ordinance.



**Section 4. Publication.** After its adoption, the City Clerk shall publish this ordinance or a summary thereof, as permitted by law, along with its date of adoption in the *Lowell Ledger*, a newspaper of general circulation in the City, at least ten (10) days before its effective date.

**Section 5. Effective Date.** This ordinance shall take effect ten (10) days after it, or a summary thereof, as permitted by law, along with the date of its adoption, is published in the *Lowell Ledger*, a newspaper of general circulation in the City.

YES: Councilmembers Yankovich, Chambers, Canfield, Mayor DeVore and  
Councilmember Salzwedel

NO: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

**ORDINANCE DECLARED ADOPTED.**

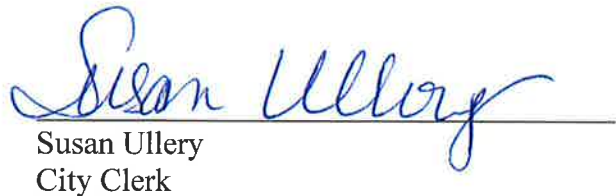
Dated: September 16, 2019

  
Susan Ullery  
City Clerk

**CERTIFICATION**

I, the undersigned City Clerk of the City of Lowell, Michigan (the "City"), certify that the above ordinance is a true and complete copy of an ordinance adopted at a regular meeting of the Lowell City Council held on September 16, 2019, pursuant to notice given in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended, and notice of its adoption, including a summary of its contents and its effective date, was published in the *Lowell Ledger*, on September 25, 2019. I further certify that the above ordinance was entered into the Ordinance Book of the City on October 5, 2019, and was effective October 5, 2019, ten (10) days after publication.

Dated: September 16, 2019

  
Susan Ullery  
City Clerk

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
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BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 1/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-040.000	ACCOUNTS RECEIVABLE	77TH DISTRICT	BOND - ROZEMBOOM	350.00	73352
101-000-040.000	ACCOUNTS RECEIVABLE	YOUNG'S ENVIRONMENTAL CLE	EMERGENCY RESPONSE - CLEA	5,506.16	73389
101-000-084.015	DUE FROM FIRE AUTHORITY	VERGENNES BROADBAND	INTERNET	28.58	73387
101-000-085.000	DUE FROM LIGHT & POWER	LOWELL LIGHT & POWER	DELINQ ELECTRIC - 325 ELM	21.68	73358
101-000-085.000	DUE FROM LIGHT & POWER	VERGENNES BROADBAND	INTERNET	58.58	73387
101-000-222.000	DUE TO COUNTY-TRAILER FEE	KENT COUNTY TREASURER	TRAILER FEES AUG & SETPT	126.50	73441
101-000-222.001	DUE CO-DELINQ PERS PROP T	KENT COUNTY TREASURER	DELINQUENT TAXDISBURSEMEN	21.09	73374
101-000-222.002	DUE TO COUNTY-DOG LICENSE	KENT COUNTY HEALTH DEPT	DOG LICENSES	705.40	73440
101-000-225.000	DUE TO SET -TRAILER FEES	KENT COUNTY TREASURER	TRAILER FEES AUG & SETPT	506.00	73441
101-000-225.001	DUE SCHL-DELINQ PERS PROP	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	34.50	73378
101-000-228.009	DUE TO STATE-DELINQ S.E.T	KENT COUNTY TREASURER	DELINQUENT TAXDISBURSEMEN	29.56	73374
101-000-234.001	DUE INTERMED SCHL-DELINQ	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	23.60	73376
101-000-235.001	DUE TO COM COLLEGE-DELINQ	GRAND RAPIDS COMMUNITY CO	TAX DSIBURSEMENT	8.80	73366
101-000-236.001	DUE TO LOWELL HISTORICAL	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	1.19	73377
101-000-274.000	UNDISTRIBUTED DELINQUENT	GRAND RAPIDS COMMUNITY CO	TAX DSIBURSEMENT	4.31	73366
101-000-274.000	UNDISTRIBUTED DELINQUENT	KENT COUNTY TREASURER	DELINQUENT TAXDISBURSEMEN	24.81	73374
101-000-274.000	UNDISTRIBUTED DELINQUENT	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	11.57	73376
101-000-274.000	UNDISTRIBUTED DELINQUENT	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	0.58	73377
101-000-274.000	UNDISTRIBUTED DELINQUENT	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	16.90	73378
101-000-285.004	CREEKSIDDE DEPOSIT	HARDY, REV. MARK	CREEKSIDDE PARK DEPOSIT	50.00	73398
Total For Dept 000				7,529.81	
Dept 101 COUNCIL					
101-101-864.000	CONFERENCES & CONVENTIONS	DEVORE, MICHAEL	CONFERENCE EXPENSES	233.94	73427
Total For Dept 101 COUNCI				233.94	
Dept 172 MANAGER					
101-172-801.000	PROFESSIONAL SERVICES	MERS	VALUATION REQUEST	350.00	73420
101-172-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	WARE ROAD LANDFILL	444.00	73428
101-172-955.000	MISCELLANEOUS EXPENSE	ULLERY, SUSAN	MILEAGE & REIMBURSEMENTS	40.77	73414
101-172-955.000	MISCELLANEOUS EXPENSE	MICHIGAN ECONOMIC DEV ASS	2019 MEMBERSHIP - MIKE BU	295.00	73452
Total For Dept 172 MANAGE				1,129.77	
Dept 191 ELECTIONS					
101-191-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	6.90	73386
101-191-740.000	OPERATING SUPPLIES	PRINTING SYSTEMS	ELECTION PRODUCTS	309.16	73456
Total For Dept 191 ELECTI				316.06	
Dept 209 ASSESSOR					
101-209-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	6.90	73386
101-209-860.000	TRAVEL EXPENSES	RASHID, JEFFREY	ASSESSING EXPENSE SEPT 20	29.00	73458
Total For Dept 209 ASSESS				35.90	
Dept 210 ATTORNEY					
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	RIVERVIEW FLATS PUD	573.50	73416
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	CITY INCOME TAX	3,071.00	73416
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEASE WITH CHAMBER OF COM	203.50	73416
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	RECREATIONAL MARIJUANA	610.50	73416
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	FOIA UNITY SCHOOL	111.00	73416
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	MI TAX TRIBUNAL MATTER	166.50	73416
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	GENERAL MUNICIPAL	1,073.00	73416
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	SABO PR	984.80	73416
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	REC MARIJUANA	2,960.00	73428
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	GENERAL MATTERS	1,461.50	73428
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	SABO PR	886.95	73428
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	FOIA - UNITY SCHOOL	55.50	73428
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	CITY INCOME TAX	3,404.00	73428
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	CONSUMERS ENERGY FRANCHIS	240.50	73428
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	RIVERVIEW FLAT PUD	1,498.50	73428



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Page: 2/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 210 ATTORNEY					
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	WARE ROAD LANDFILL	222.00	73416
Total For Dept 210 ATTORN				17,522.75	
Dept 215 CLERK					
101-215-860.000	TRAVEL EXPENSES	ULLERY, SUSAN	MILEAGE & REIMBURSEMENTS	116.69	73414
101-215-864.000	CONFERENCES & CONVENTIONS	ULLERY, SUSAN	MILEAGE & REIMBURSEMENTS	20.00	73414
101-215-955.000	MISCELLANEOUS EXPENSE	BHS INSURANCE AGENCY INC.	NOTARY BONDS - BROWN & UL	110.00	73390
101-215-955.000	MISCELLANEOUS EXPENSE	BROWN, AMY	CLERKS EDU DAY MT PLEASAN	18.82	73391
Total For Dept 215 CLERK				265.51	
Dept 253 TREASURER					
101-253-801.000	PROFESSIONAL SERVICES	STRATEGIC ACCOUNTING & TA	SEPT AUDIT PREP	618.75	73462
101-253-860.000	TRAVEL EXPENSES	GERARD, LORI	MILEAGE KCTA MEETING	17.98	73433
Total For Dept 253 TREASU				636.73	
Dept 265 CITY HALL					
101-265-730.000	POSTAGE	PURCHASE POWER	ACCOUNT STATEMENT	593.37	73382
101-265-740.000	OPERATING SUPPLIES	GERARD, LORI	SAM'S CLUB SUPPLIES	60.81	73364
101-265-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	18.06	73386
101-265-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	66.40	73386
101-265-802.000	CONTRACTUAL	OTIS ELEVATOR CORPORATION	ELEVATOR SERVICE CONTRACT	877.02	73405
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 9/11 -9	390.00	73408
101-265-802.000	CONTRACTUAL	STATE OF MICHIGAN	BOILER CERTIFICATE	130.00	73409
101-265-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	43.52	73387
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	335.57	73426
101-265-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	2,682.33	73449
Total For Dept 265 CITY H				5,197.08	
Dept 276 CEMETERY					
101-276-740.000	OPERATING SUPPLIES	ECO GREEN SUPPLY	MULCH & SEED MIXTURE	1,146.44	73397
101-276-740.000	OPERATING SUPPLIES	GODWIN ADA VILLAGE HARDWA	CEMETERY SUPPLIES	9.99	73434
101-276-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICES	30.00	73459
101-276-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - OAKWO	90.00	73444
101-276-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	55.02	73449
101-276-955.000	MISCELLANEOUS EXPENSE	LOWELL GRANITE CO. INC.	MOMUMENT REPAIR - ROBBINS	150.00	73379
Total For Dept 276 CEMETE				1,481.45	
Dept 301 POLICE DEPARTMENT					
101-301-727.000	OFFICE SUPPLIES	HOOPER PRINTING	POLICE LETTERHEAD PAPER	190.00	73399
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY CO	POLICE UNIFORMS	215.05	73404
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY CO	POLICE UNIFORMS	127.50	73454
101-301-802.000	CONTRACTUAL	DIGITAL OFFICE MACHINES,	POLICE COPY MACHINE CONTR	80.09	73418
101-301-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICES	64.45	73459
101-301-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	43.58	73387
101-301-864.000	CONFERENCES & CONVENTIONS	MI ASSOC OF CHIEF OF POLI	WIN 20 CONFERENCE - HURST	230.00	73402
101-301-930.000	R & M EQUIPMENT	PRO-VISION VIDEO SYSTEMS	LPD IN-CAR VIDEO BASE KIT	2,948.53	73380
101-301-955.000	MISCELLANEOUS EXPENSE	BHS INSURANCE AGENCY INC.	NOTARY BOND - VERHIL	55.00	73361
101-301-955.000	MISCELLANEOUS EXPENSE	KALEIDOSCOPE LASER	ACRYLIC PLAQUE - HURST	40.00	73372
101-301-955.000	MISCELLANEOUS EXPENSE	STATE OF MICHIGAN	NOTARY BOND - JACK VERHIL	10.00	73384
101-301-957.000	TRAINING	HEFFRON, LESLIE	LERMA CONFERENCE MILEAGE	172.26	73437
101-301-960.000	SALVAGE EXPENSES	PRO-VISION VIDEO SYSTEMS	LPD - IN-CAR VIDEO BASE K	5,883.27	73380
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Dept 336 FIRE					
101-336-985.000	FIRE COMMISSION PAYMENT	LOWELL AREA FIRE AUTHORIT	2ND QTR SERVICES OCT-DEC	28,950.22	73446
Total For Dept 336 FIRE				28,950.22	
Dept 400 PLANNING & ZONING					
101-400-614.000	SPECIAL USE APPLICATION F	ROGERS, ROBERT	SITE PLAN REVEIW	250.00	73461
101-400-614.000	SPECIAL USE APPLICATION F	ROGERS, ROBERT	SITE PLAN REVEIW	1,000.00	73461
101-400-615.000	SITE PLAN REVIEW FEE	ROGERS, ROBERT	SITE PLAN REVEIW	100.00	73461

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Page: 3/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 400 PLANNING & ZONING					
101-400-615.000	SITE PLAN REVIEW FEE	ROGERS, ROBERT	SITE PLAN REVEIW	500.00	73461
Total For Dept 400 PLANNI				1,850.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	50.00	73410
101-441-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICES	207.86	73459
101-441-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	28.58	73387
101-441-850.000	COMMUNICATIONS	COMCAST CABLE	DPW CABLE	35.05	73425
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	107.48	73393
101-441-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	312.72	73449
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,132.10	73449
101-441-930.000	REPAIR & MAINTENANCE	ENVIRONMENTAL DOOR, INC.	DPW DOOR R & M	416.75	73431
Total For Dept 441 DEPART				2,290.54	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	17.07	73393
101-747-920.000	CHAMBER UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	103.03	73449
Total For Dept 747 CHAMBE				120.10	
Dept 751 PARKS					
101-751-740.000	OPERATING SUPPLIES	SUNBELT RENTALS	CHIPPER RENTAL	376.66	73412
101-751-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICES	225.72	73459
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABEL RESTROOM BURCH	145.00	73444
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - REC A	220.00	73444
101-751-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	599.92	73449
101-751-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	PLUMBING SUPPLIES FOR PAR	90.00	73392
Total For Dept 751 PARKS				1,657.30	
Dept 757 SHOWBOAT					
101-757-920.000	SHOWBOAT UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	50.18	73449
Total For Dept 757 SHOWBO				50.18	
Dept 790 LIBRARY					
101-790-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	87.62	73386
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 9/11 -9	180.00	73408
101-790-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	73410
101-790-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICES	47.50	73459
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	209.94	73393
101-790-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,492.01	73449
101-790-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	LIBRARY R & M	110.00	73381
101-790-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	LIBRARY R & M	190.00	73381
101-790-930.000	REPAIR & MAINTENANCE	MODEL COVERALL SERVICE, I	ACCOUNT STATEMENT	225.28	73453
Total For Dept 790 LIBRAR				2,582.35	
Dept 803 HISTORICAL DISTRICT COMMISSION					
101-803-955.000	MISCELLANEOUS EXPENSE	NATIONAL TRUST FOR HISTOR	MEMBERSHIP DUES	30.00	73403
Total For Dept 803 HISTOR				30.00	
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	73410
101-804-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	14.55	73393
101-804-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	241.06	73449
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	15,787.46	73356
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	723.35	73377
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	196.79	73447
Total For Dept 804 MUSEUM				17,003.21	
Total For Fund 101 GENERA				98,942.63	
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-740.000	OPERATING SUPPLIES	SUNBELT RENTALS	CHIPPER RENTAL	376.68	73412

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREET SUPPLIES	980.70	73413
202-463-740.000	OPERATING SUPPLIES	SUNBELT RENTALS	CHIPPER RENTAL	565.00	73463
Total For Dept 463 MAINTENANCE				1,922.38	
Dept 474 TRAFFIC					
202-474-740.000	OPERATING SUPPLIES	GIVE EM A BRAKE SAFETY	SIGN RENTAL	450.00	73365
Total For Dept 474 TRAFFIC				450.00	
Total For Fund 202 MAJOR				2,372.38	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-740.000	OPERATING SUPPLIES	SUNBELT RENTALS	CHIPPER RENTAL	376.66	73412
203-463-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	STREET SUPPLIES	980.70	73413
203-463-740.000	OPERATING SUPPLIES	SUNBELT RENTALS	CHIPPER RENTAL	565.00	73463
Total For Dept 463 MAINTENANCE				1,922.36	
Dept 474 TRAFFIC					
203-474-740.000	OPERATING SUPPLIES	GIVE EM A BRAKE SAFETY	SIGN RENTAL	450.00	73365
Total For Dept 474 TRAFFIC				450.00	
Total For Fund 203 LOCAL				2,372.36	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	477.90	73449
Total For Dept 463 MAINTENANCE				477.90	
Dept 740 COMMUNITY PROMOTIONS					
248-740-880.000	COMMUNITY PROMOTION	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - BOAT	210.00	73400
Total For Dept 740 COMMUNITY				210.00	
Total For Fund 248 DOWNTOWN				687.90	
Fund 249 BUILDING INSPECTION FUND					
Dept 371 BUILDING INSPECTION DEPARTMENT					
249-371-802.000	CONTRACTUAL		PROFESSIONAL CODE INSPECT SEPT INSPECTIONS	678.60	73457
Total For Dept 371 BUILDING				678.60	
Total For Fund 249 BUILDING				678.60	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 751 PARKS					
260-751-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	SHOWBOAT - MORAN IRON WORK	1,258.00	73428
Total For Dept 751 PARKS				1,258.00	
Total For Fund 260 DESIGNATED				1,258.00	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - FLY-IN	100.00	73400
581-000-740.000	OPERATING SUPPLIES	LITES PLUS	AIRPORT LIGHTS	282.50	73445
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	137.16	73426
581-000-930.000	REPAIR & MAINTENANCE	HERSMAN, SCOTT	REIMBURSE ROLLER FOR HANG	100.11	73438
581-000-955.000	MISCELLANEOUS EXPENSE	STATE OF MICHIGAN	AIRPORT LICENSE FEE 2020	25.00	73383
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	INTERNET	49.99	73387
Total For Dept 000				694.76	
Total For Fund 581 AIRPORT				694.76	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	VERGENNES BROADBAND	INTERNET	28.58	73387
590-000-043.000	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	5,641.98	73449
590-000-276.000	Sewer Inside 5/8"	MALCOLM, RYAN & JESSICA	UB refund for account: 3-	53.13	73450
Total For Dept 000				5,723.69	
Dept 550 TREATMENT					

10/03/2019 01:33 PM  
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 09/14/2019 - 10/03/2019  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Page: 5/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 WASTEWATER FUND					
Dept 550 TREATMENT					
590-550-801.000	PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	SAW GRANT MGMT	45,284.35	73406
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	SERVICES SEPT 2019	38,490.00	73411
590-550-930.000	REPAIR & MAINTENANCE	KENNEDY INDUSTRIES INC	VALLEY VISTA PUMP STATION	2,970.00	73373
Total For Dept 550 TREATM				86,744.35	
Dept 551 COLLECTION					
590-551-850.000	COMMUNICATIONS	VERIZON WIRELESS	FINAL BILL 8/13 - 9/12	47.11	73415
590-551-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	METER PIT LIDS FOR ANTENN	70.54	73363
590-551-970.000	CAPITAL OUTLAY	FERGUSON WATERWORKS	WATER DEPT METERS	405.43	73363
Total For Dept 551 COLLEC				523.08	
Dept 552 CUSTOMER ACCOUNTS					
590-552-703.000	SALARIES-METER READS	BARTLETT, SANDY	SEPT METER READS & MILEAG	353.93	73423
590-552-740.000	OPERATING SUPPLIES	HOOPER PRINTING	WATER DEPT DOOR HANGERS	48.38	73399
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	SEPT METER READS & MILEAG	31.90	73423
Total For Dept 552 CUSTOM				434.21	
Dept 553 ADMINISTRATION					
590-553-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	W/S AUTHORITY WITH LOWELL	351.50	73416
590-553-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	W/S AUTHORITY - LOWELL TW	675.25	73428
590-553-991.000	PRINCIPAL-BONDS	HUNTINGTON NATIONAL BANK	CAP IMPROVEMENT BOND 2016	70,000.00	73439
590-553-995.000	INTEREST-BONDS	HUNTINGTON NATIONAL BANK	CAP IMPROVEMENT BOND 2016	42,568.75	73439
Total For Dept 553 ADMINI				113,595.50	
Total For Fund 590 WASTE				207,020.83	
Fund 591 WATER FUND					
Dept 000					
591-000-276.000	Water	FULLER SEPTIC SERVICES	UB refund for account: 1-	61.79	73432
591-000-276.000	Water Inside 5/8"	MALCOLM, RYAN & JESSICA	UB refund for account: 3-	46.18	73450
Total For Dept 000				107.97	
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	HACH COMPANY	WTP SUPPLIES	999.40	73369
591-570-740.000	OPERATING SUPPLIES	HACH COMPANY	WTP SUPPLIES	999.40	73436
591-570-743.000	CHEMICALS	GRAYMONT CAPITAL INC.	WTP HIGH CALCIUM QUICKLIM	6,863.46	73367
591-570-801.000	PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	WTP DRINKING WATER SAMPLE	72.00	73455
591-570-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	73410
591-570-802.000	CONTRACTUAL	ADT SECURITY SYSTEMS, INC	WTP SECURITY	119.97	73421
591-570-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	28.58	73387
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	172.54	73393
591-570-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	4,517.66	73449
591-570-930.000	REPAIR & MAINTENANCE	AMAZON CAPTIAL SERVICES	WTP SURGE PROTECTORS	189.86	73422
591-570-930.000	REPAIR & MAINTENANCE	XYLEM WATER SOLUTIONS USA	WTP R & M PARTS	586.76	73466
Total For Dept 570 TREATM				14,589.63	
Dept 571 DISTRIBUTION					
591-571-801.000	CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION AUGUST 2	864.00	73371
591-571-801.000	CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION AUG 2019	73.00	73371
591-571-801.000	CROSS CONNECTIONS	DICKINSON WRIGHT PLLC	W/S AUTHORITY WITH LOWELL	351.50	73416
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	FINAL BILL 8/13 - 9/12	47.12	73415
591-571-864.000	CONFERENCES & CONVENTIONS	CHESHER, MICHAEL	WATER DIST SYSTEMS O & M	200.00	73362
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	18.33	73426
591-571-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,431.40	73449
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	METER PIT LIDS FOR ANTENN	70.55	73363
591-571-970.000	CAPITAL OUTLAY	FERGUSON WATERWORKS	WATER DEPT METERS	405.43	73363
Total For Dept 571 DISTRI				3,461.33	
Dept 572 CUSTOMER ACCOUNTS					
591-572-703.000	SALARIES-METER READS	BARTLETT, SANDY	SEPT METER READS & MILEAG	353.92	73423
591-572-740.000	OPERATING SUPPLIES	HOOPER PRINTING	WATER DEPT DOOR HANGERS	48.38	73399
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	SEPT METER READS & MILEAG	31.90	73423

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EXP CHECK RUN DATES 09/14/2019 - 10/03/2019

DB: Lowell

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 572 CUSTOMER ACCOUNTS					
		Total For Dept 572 CUSTOM		434.20	
Dept 573 ADMINISTRATION					
591-573-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	W/S AUTHORITY - LOWELL TW	675.25	73428
591-573-991.000	PRINCIPAL-BONDS	HUNTINGTON NATIONAL BANK	CAP IMPROVEMENT BOND 2016	30,000.00	73439
591-573-995.000	INTEREST-BONDS	HUNTINGTON NATIONAL BANK	CAP IMPROVEMENT BOND 2016	18,243.75	73439
		Total For Dept 573 ADMINI		48,919.00	
		Total For Fund 591 WATER		67,512.13	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-802.000	CONTRACTUAL	APPLIED IMAGING	CITY HALL COPY MACHINE	498.84	73359
636-000-802.000	CONTRACTUAL	DIGITAL OFFICE MACHINES,	DPW COPY MACHINE CONTRACT	70.11	73430
		Total For Dept 000		568.95	
		Total For Fund 636 DATA P		568.95	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	LPD - 2016 FORD EXPLORER	37.60	73360
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	2018 CHEVY #W-21	78.60	73360
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	1999 CHEVY #1	43.43	73360
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	2016 CHEVY #9	476.63	73360
661-895-930.000	REPAIR & MAINTENANCE	GTW	CYLINDER RENTAL AUG	34.96	73368
661-895-930.000	REPAIR & MAINTENANCE	HAROLD ZEIGLER	2014 EXPLORER #836	1,977.14	73370
661-895-930.000	REPAIR & MAINTENANCE	WINZER CORPORATION	DPW SUPPLIES	197.07	73388
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	DDA R & M	53.90	73407
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	POLICE CAR #841 R & M	49.67	73424
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	CHEVY TRUCK #20 R & M	1,329.65	73424
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	CHEVY TRUCK #14 R & M	446.38	73424
661-895-930.000	REPAIR & MAINTENANCE	MICHIGAN CAT	YEARLY SERVICE #31	1,321.21	73451
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	STRING TRIMMER #61	86.68	73460
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	HEDGE TRIMMER #71 R & M	45.00	73460
661-895-930.000	REPAIR & MAINTENANCE	TRUCK & TRAILER SPECIALTI	REPAIRS ON #17 SCRAPER	832.05	73464
661-895-930.000	REPAIR & MAINTENANCE	TRUCK & TRAILER SPECIALTI	YEARLY SERVICE #16 PLOW	4,046.76	73464
661-895-930.000	REPAIR & MAINTENANCE	WOLF KUBOTA	EXMARK MOWER #52	304.00	73465
661-895-981.000	EQUIPMENT	WOLF KUBOTA	EXMARK MOWER #52	7,759.00	73465
661-895-995.000	INTEREST PAYABLE - LOAN 4	MERCANTILE BANK OF MICHIG	LOAN 4215 & LOAN 4207	526.59	73401
		Total For Dept 895 FLEET		19,646.32	
		Total For Fund 661 EQUIPM		19,646.32	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	313,466.92	73354
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	14,135.48	73375
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	3,457.62	73442
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	572,121.19	73357
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	27,818.76	73378
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	6,473.44	73448
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	445,739.03	73354
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	19,773.26	73375
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	3,649.80	73442
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	451,408.71	73355
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	18,948.36	73376
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	4,557.56	73443
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	127,630.80	73353
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DSIBURSEMENT	5,107.02	73366
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	1,429.93	73435
703-000-274.001	UNDISTRIBUTED PA 198 TAXE	LOWELL AREA SCHOOLS	2019 IFT SUMMER, DEBT/BLD	7,916.40	73378

10/03/2019 01:33 PM

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## INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL

EXP CHECK RUN DATES 09/14/2019 - 10/03/2019

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 7/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-274.001	UNDISTRIBUTED PA 198 TAXE STATE OF MICHIGAN		SCHOOL OPERATING & S.E.T.	29,003.36	73385
		Total For Dept 000		2,052,637.64	
		Total For Fund 703 CURREN		2,052,637.64	
Fund 715 LOOK FUND					
Dept 000					
715-000-880.000	COMMUNITY PROMOTION		FLAT RIVER OUTREACH MINIS GRAN FOR SECURITY SYSTEM	6,175.00	1415
		Total For Dept 000		6,175.00	
		Total For Fund 715 LOOK F		6,175.00	

10/03/2019 01:33 PM

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL

EXP CHECK RUN DATES 09/14/2019 - 10/03/2019

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 8/8

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101	GENERAL FUND	98,942.63
Fund 202	MAJOR STREET FUN	2,372.38
Fund 203	LOCAL STREET FUN	2,372.36
Fund 248	DOWNTOWN DEVELOP	687.90
Fund 249	BUILDING INSPECT	678.60
Fund 260	DESIGNATED CONTR	1,258.00
Fund 581	AIRPORT FUND	694.76
Fund 590	WASTEWATER FUND	207,020.83
Fund 591	WATER FUND	67,512.13
Fund 636	DATA PROCESSING	568.95
Fund 661	EQUIPMENT FUND	19,646.32
Fund 703	CURRENT TAX COLL	2,052,637.64
Fund 715	LOOK FUND	6,175.00

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EXP CHECK RUN DATES 09/14/2019 - 10/03/2019

DB: Lowell

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
01056	77TH DISTRICT		
	19-1619	BOND - ROZEMBOOM	350.00
TOTAL FOR: 77TH DISTRICT			350.00
00007	ADT SECURITY SYSTEMS, INC.		
	09/13/2019	WTP SECURITY	119.97
TOTAL FOR: ADT SECURITY SYSTEMS, INC.			119.97
10816	AMAZON CAPTIAL SERVICES		
	1XJH-K6WV-YCWY	WTP SURGE PROTECTORS	189.86
TOTAL FOR: AMAZON CAPTIAL SERVICES			189.86
10731	APPLIED IMAGING		
	1408178	CITY HALL COPY MACHINE	498.84
TOTAL FOR: APPLIED IMAGING			498.84
00045	BARTLETT, SANDY		
	10/1/2019	SEPT METER READS & MILEAGE	771.65
TOTAL FOR: BARTLETT, SANDY			771.65
10686	BETTEN BAKER		
	129930	1999 CHEVY #1	43.43
	129938	2016 CHEVY #9	476.63
	129967	2018 CHEVY #W-21	78.60
	130048	LPD - 2016 FORD EXPLORER #837	37.60
	130277	CHEVY TRUCK #20 R & M	1,329.65
	130310	POLICE CAR #841 R & M	49.67
	130399	CHEVY TRUCK #14 R & M	446.38
TOTAL FOR: BETTEN BAKER			2,461.96
10178	BHS INSURANCE AGENCY INC.		
	36342	NOTARY BOND - VERHIL	55.00
	36368	NOTARY BONDS - BROWN & ULLERY	110.00
TOTAL FOR: BHS INSURANCE AGENCY INC.			165.00
10738	BROWN, AMY		
	9/23/19	CLERKS EDU DAY MT PLEASANT	18.82
TOTAL FOR: BROWN, AMY			18.82
00084	CANFIELD PLUMBING & HEATING IN		
	I78430	PLUMBING SUPPLIES FOR PARK	90.00
TOTAL FOR: CANFIELD PLUMBING & HEATING IN			90.00
MISC	CHESHER, MICHAEL		
	FALL 2019	WATER DIST SYSTEMS O & M	200.00
TOTAL FOR: CHESHER, MICHAEL			200.00
10493	COMCAST CABLE		
	10/6-11/5	DPW CABLE	35.05
TOTAL FOR: COMCAST CABLE			35.05
10509	CONSUMERS ENERGY		
	8/14 - 9/11/19	ACCOUNT STATEMENT	521.58
	8/26 - 9/24/19	ACCOUNT STATEMENTS	491.06
TOTAL FOR: CONSUMERS ENERGY			1,012.64
10640	DEVORE, MICHAEL		
	9/26/19	CONFERENCE EXPENSES	233.94
TOTAL FOR: DEVORE, MICHAEL			233.94



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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL  
EXP CHECK RUN DATES 09/14/2019 - 10/03/2019  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID - CHECK TYPE: PAPER CHECK

Page: 2/7

Vendor Code	Vendor Name	Description	Amount
Invoice			
00148	DICKINSON WRIGHT PLLC		
140068*		FOIA UNITY SCHOOL	111.00
1400684*		SABO PR	984.80
1400685*		LEASE WITH CHAMBER OF COMMERCE	203.50
1400686*		RECREATIONAL MARIJUANA	610.50
1400687*		W/S AUTHORITY WITH LOWELL TPW	703.00
1400689*		MI TAX TRIBUNAL MATTER	166.50
1400690*		GENERAL MUNICIPAL	1,073.00
1400968*		WARE ROAD LANDFILL	222.00
1400969*		CITY INCOME TAX	3,071.00
1400970*		RIVERVIEW FLATS PUD	573.50
1408339		SABO PR	886.95
1408340		REC MARIJUANA	2,960.00
1408341		WARE ROAD LANDFILL	444.00
1408342		CITY INCOME TAX	3,404.00
1408343		RIVERVIEW FLAT PUD	1,498.50
1408344		SHOWBOAT - MORAN IRON WORKS	1,258.00
1408345		W/S AUTHORITY - LOWELL TWP	1,350.50
1408346		FOIA - UNITY SCHOOL	55.50
1408347		CONSUMERS ENERGY FRANCHISE	240.50
1408348		GENERAL MATTERS	1,461.50
TOTAL FOR: DICKINSON WRIGHT PLLC			21,278.25
02035	DIGITAL OFFICE MACHINES, INC.		
18691		POLICE COPY MACHINE CONTRACT	80.09
18709		DPW COPY MACHINE CONTRACT	70.11
TOTAL FOR: DIGITAL OFFICE MACHINES, INC.			150.20
10303	ECO GREEN SUPPLY		
19795		MULCH & SEED MIXTURE	1,146.44
TOTAL FOR: ECO GREEN SUPPLY			1,146.44
01955	ENVIRONMENTAL DOOR, INC.		
66195		DPW DOOR R & M	416.75
TOTAL FOR: ENVIRONMENTAL DOOR, INC.			416.75
10673	FERGUSON WATERWORKS		
0082323		METER PIT LIDS FOR ANTENNAS	141.09
0083813		WATER DEPT METERS	810.86
TOTAL FOR: FERGUSON WATERWORKS			951.95
00191	FLAT RIVER OUTREACH MINISTRIES		
5/30/19		GRAN FOR SECURITY SYSTEM	6,175.00
TOTAL FOR: FLAT RIVER OUTREACH MINISTRIES			6,175.00
REFUND UB	FULLER SEPTIC SERVICES		
10/03/2019		UB refund for account: 1-05370-1	61.79
TOTAL FOR: FULLER SEPTIC SERVICES			61.79
00711	GERARD, LORI		
9/16/2019		SAM'S CLUB SUPPLIES	60.81
9/26/19		MILEAGE KCTA MEETING	17.98
TOTAL FOR: GERARD, LORI			78.79
02478	GIVE EM A BRAKE SAFETY		
73202		SIGN RENTAL	900.00
TOTAL FOR: GIVE EM A BRAKE SAFETY			900.00
00215	GODWIN ADA VILLAGE HARDWARE		
178068		CEMETERY SUPPLIES	9.99
TOTAL FOR: GODWIN ADA VILLAGE HARDWARE			9.99

User: LORI

EXP CHECK RUN DATES 09/14/2019 - 10/03/2019

DB: Lowell

BOTH JOURNALIZED AND UNJOURNALIZED

PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Description	Amount
Invoice			
00225	GRAND RAPIDS COMMUNITY COLLEGE		
	8/16 - 8/31/19	TAX DISBURSEMENT	127,630.80
	9/1 - 9/15/19	TAX DSIBURSEMENT	5,120.13
	9/16 - 9/30/2019	TAX DISBURSEMENT	1,429.93
TOTAL FOR: GRAND RAPIDS COMMUNITY COLLEGE			134,180.86
10277	GRAYMONT CAPITAL INC.		
	137515	WTP HIGH CALCIUM QUICKLIME	6,863.46
TOTAL FOR: GRAYMONT CAPITAL INC.			6,863.46
01508	GTW		
	194920	CYLINDER RENTAL AUG	34.96
TOTAL FOR: GTW			34.96
00234	HACH COMPANY		
	11629038	WTP SUPPLIES	999.40
	315707959	WTP SUPPLIES	999.40
TOTAL FOR: HACH COMPANY			1,998.80
CREEKSIDE	HARDY, REV. MARK		
	9/22/19	CREEKSIDE PARK DEPOSIT	50.00
TOTAL FOR: HARDY, REV. MARK			50.00
10455	HAROLD ZEIGLER		
	211807	2014 EXPLORER #836	1,977.14
TOTAL FOR: HAROLD ZEIGLER			1,977.14
00244	HEFFRON, LESLIE		
	10/1/2019	LERMA CONFERENCE MILEAGE	172.26
TOTAL FOR: HEFFRON, LESLIE			172.26
MISC	HERSMAN, SCOTT		
	10/3/2019	REIMBURSE ROLLER FOR HANGAR DOOR	100.11
TOTAL FOR: HERSMAN, SCOTT			100.11
00248	HOOPER PRINTING		
	58342	WATER DEPT DOOR HANGERS	96.76
	58488	POLICE LETTERHEAD PAPER	190.00
TOTAL FOR: HOOPER PRINTING			286.76
10740	HUNTINGTON NATIONAL BANK		
	9/20/2019	CAP IMPROVEMENT BOND 2016	160,812.50
TOTAL FOR: HUNTINGTON NATIONAL BANK			160,812.50
02463	HYDROCORP		
	0053529-IN	CROSS CONNECTION AUGUST 2019	864.00
	0053697-IN	CROSS CONNECTION AUG 2019	73.00
TOTAL FOR: HYDROCORP			937.00
10824	KALEIDOSCOPE LASER		
	9/13/19	ACRYLIC PLAQUE - HURST	40.00
TOTAL FOR: KALEIDOSCOPE LASER			40.00
01568	KENNEDY INDUSTRIES INC		
	613202	VALLEY VISTA PUMP STATION R & M	2,970.00
TOTAL FOR: KENNEDY INDUSTRIES INC			2,970.00

10/03/2019 01:36 PM

User: LORI

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL

EXP CHECK RUN DATES 09/14/2019 - 10/03/2019

BOTH JOURNALIZED AND UNJOURNALIZED

PAID - CHECK TYPE: PAPER CHECK

Page: 4/7

Vendor Code	Vendor Name		Amount
	Invoice	Description	
00301	KENT COUNTY HEALTH DEPT		
	LOWEC04/01/2019-0	DOG LICENSES	705.40
TOTAL FOR: KENT COUNTY HEALTH DEPT			705.40
00300	KENT COUNTY TREASURER		
	10/1/2019	TRAILER FEES AUG & SETPT	632.50
	8/16 - 8/31/19	TAX DISBURSEMENT	759,205.95
	9/1 - 9/15/19	DELINQUENT TAXDISBURSEMENT	75.46
	9/1 - 9/15/2019	TAX DISBURSEMENT	33,908.74
	9/16 - 9/30/19	TAX DISBURSEMENT	7,107.42
TOTAL FOR: KENT COUNTY TREASURER			800,930.07
00302	KENT INTERMEDIATE SCHOOL DIST.		
	8/16 - 8/31/19	TAX DISBURSEMENT	451,408.71
	9/1 - 9/15/19	TAX DISBURSEMENT	18,983.53
	9/16 - 9/30/19	TAX DISBURSEMENT	4,557.56
TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST.			474,949.80
02209	KERKSTRA PORTABLE, INC.		
	145949	PORTABLE RESTROOM - BOAT LAUNCH	210.00
	146519	PORTABLE RESTROOM - FLY-IN	100.00
	146792	PORTABLE RESTROOM - REC APRK	220.00
	146793	PORTABEL RESTROOM BURCH	145.00
	146794	PORTABLE RESTROOM - OAKWOOD	90.00
TOTAL FOR: KERKSTRA PORTABLE, INC.			765.00
02241	LITES PLUS		
	50926	AIRPORT LIGHTS	282.50
TOTAL FOR: LITES PLUS			282.50
10181	LOWELL AREA FIRE AUTHORITY		
	26	2ND QTR SERVICES OCT-DEC 2019	28,950.22
TOTAL FOR: LOWELL AREA FIRE AUTHORITY			28,950.22
01374	LOWELL AREA HISTORICAL MUSEUM		
	8/16 - 8/31/19	TAX DISBURSEMENT	15,787.46
	9/1 - 9/15/19	TAX DISBURSEMENT	725.12
	9/16 - 9/30/19	TAX DISBURSEMENT	196.79
TOTAL FOR: LOWELL AREA HISTORICAL MUSEUM			16,709.37
00562	LOWELL AREA SCHOOLS		
	8/16 - 8/31/19	TAX DISBURSEMENT	572,121.19
	9/1 - 9/15/19	TAX DISBURSEMENT	27,870.16
	9/13/2019	2019 IFT SUMMER, DEBT/BLDG/SITE	7,916.40
	9/16 -9/30/19	TAX DISBURSEMENT	6,473.44
TOTAL FOR: LOWELL AREA SCHOOLS			614,381.19
00345	LOWELL GRANITE CO. INC.		
	19-0472	MOMUMENT REPAIR - ROBBINS/ALDRICH	150.00
TOTAL FOR: LOWELL GRANITE CO. INC.			150.00
00341	LOWELL LIGHT & POWER		
	9/16/2019	DELINQ ELECTRIC - 325 ELM BOSS	21.68
	SEPT 2019	ELECTRIC STATEMENTS	18,737.31
TOTAL FOR: LOWELL LIGHT & POWER			18,758.99
REFUND UB	MALCOLM, RYAN & JESSICA		
	10/03/2019	UB refund for account: 3-04028-9	99.31
TOTAL FOR: MALCOLM, RYAN & JESSICA			99.31

User: LORI

EXP CHECK RUN DATES 09/14/2019 - 10/03/2019

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Vendor Code	Vendor Name Invoice	Description	Amount
10645	MERCANTILE BANK OF MICHIGAN 9/26/2019	LOAN 4215 & LOAN 4207	526.59
TOTAL FOR: MERCANTILE BANK OF MICHIGAN			526.59
01839	MERS 09302019	VALUATION REQUEST	350.00
TOTAL FOR: MERS			350.00
10586	MI ASSOC OF CHIEF OF POLICE 2000006299	WIN 20 CONFERENCE - HURST	230.00
TOTAL FOR: MI ASSOC OF CHIEF OF POLICE			230.00
10083	MICHIGAN CAT SD10261703	YEARLY SERVICE #31	1,321.21
TOTAL FOR: MICHIGAN CAT			1,321.21
10648	MICHIGAN ECONOMIC DEV ASSOC 13463	2019 MEMBERSHIP - MIKE BURNS	295.00
TOTAL FOR: MICHIGAN ECONOMIC DEV ASSOC			295.00
00426	MODEL COVERALL SERVICE, INC. SEPT 2019	ACCOUNT STATEMENT	225.28
TOTAL FOR: MODEL COVERALL SERVICE, INC.			225.28
01369	NATIONAL TRUST FOR HISTORIC 9/26/2019	MEMBERSHIP DUES	30.00
TOTAL FOR: NATIONAL TRUST FOR HISTORIC			30.00
00468	NYE UNIFORM COMPANY CO 700962 711358	POLICE UNIFORMS POLICE UNIFORMS	127.50 215.05
TOTAL FOR: NYE UNIFORM COMPANY CO			342.55
02020	OTIS ELEVATOR CORPORATION CVG65032A19	ELEVATOR SERVICE CONTRACT	877.02
TOTAL FOR: OTIS ELEVATOR CORPORATION			877.02
00512	PREIN & NEWHOF, INC. 51584 86255	SAW GRANT MGMT WTP DRINKING WATER SAMPLE- 1580 FAITH	45,284.35 72.00
TOTAL FOR: PREIN & NEWHOF, INC.			45,356.35
00859	PRINTING SYSTEMS 208687	ELECTION PRODUCTS	309.16
TOTAL FOR: PRINTING SYSTEMS			309.16
10762	PROFESSIONAL CODE INSPECTIONS OF MI 6154	SEPT INSPECTIONS	678.60
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS OF MI			678.60
02331	PROGRESSIVE HEATING COOLING, CORP. 2016070 2016802	LIBRARY R & M LIBRARY R & M	190.00 110.00
TOTAL FOR: PROGRESSIVE HEATING COOLING, CORP.			300.00
10826	PRO-VISION VIDEO SYSTEMS 325447 325450	LPD - IN-CAR VIDEO BASE KITS LPD IN-CAR VIDEO BASE KIT	5,883.27 2,948.53
TOTAL FOR: PRO-VISION VIDEO SYSTEMS			8,831.80

User: LORI

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Vendor Code	Vendor Name	Description	Amount
Invoice			
01159	PURCHASE POWER		
09/10/2019	ACCOUNT STATEMENT		593.37
TOTAL FOR: PURCHASE POWER			593.37
10130	RASHID, JEFFREY		
10/1/2019	ASSESSING EXPENSE SEPT 2019		29.00
TOTAL FOR: RASHID, JEFFREY			29.00
10133	RED CREEK WASTE SERVICES INC.		
99R00502	TRASH SERVICES		575.53
TOTAL FOR: RED CREEK WASTE SERVICES INC.			575.53
10651	RIVERSIDE MOTOR SPORTS		
193869	HEDGE TRIMMER #71 R & M		45.00
194081	STRING TRIMMER #61		86.68
194428	DDA R & M		53.90
TOTAL FOR: RIVERSIDE MOTOR SPORTS			185.58
01196	ROGERS, ROBERT		
10/3/19	SITE PLAN REVEIW		1,850.00
TOTAL FOR: ROGERS, ROBERT			1,850.00
10378	RUESINK, KATHIE		
911003/911004	CLEANING SERVICES 9/11 -9/25/19		570.00
TOTAL FOR: RUESINK, KATHIE			570.00
00403	STATE OF MICHIGAN		
591-10431732	AIRPORT LICENSE FEE 2020		25.00
TOTAL FOR: STATE OF MICHIGAN			25.00
01061	STATE OF MICHIGAN		
BLR435383	BOILER CERTIFICATE		130.00
TOTAL FOR: STATE OF MICHIGAN			130.00
01225	STATE OF MICHIGAN		
9/19/19	NOTARY BOND - JACK VERHIL		10.00
TOTAL FOR: STATE OF MICHIGAN			10.00
02262	STATE OF MICHIGAN		
9/13/2019	SCHOOL OPERATING & S.E.T.		29,003.36
TOTAL FOR: STATE OF MICHIGAN			29,003.36
02032	STEALTH PEST MANAGEMENT LLC		
AUG 2019	PEST CONTROL		170.00
TOTAL FOR: STEALTH PEST MANAGEMENT LLC			170.00
10530	STRATEGIC ACCOUNTING & TAX SOLUTION		
9619	SEPT AUDIT PREP		618.75
TOTAL FOR: STRATEGIC ACCOUNTING & TAX SOLUTION			618.75
10583	SUEZ WATER ENVIRONMENTAL SVC INC		
201937833	SERVICES SEPT 2019		38,490.00
TOTAL FOR: SUEZ WATER ENVIRONMENTAL SVC INC			38,490.00
10678	SUNBELT RENTALS		
93772324-001	CHIPPER RENTAL		1,130.00
9377234-0001	CHIPPER RENTAL		1,130.00
TOTAL FOR: SUNBELT RENTALS			2,260.00

User: LORI

EXP CHECK RUN DATES 09/14/2019 - 10/03/2019

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
02473	SUPERIOR ASPHALT, INC.		
	60826	STREET SUPPLIES	1,961.40
TOTAL FOR: SUPERIOR ASPHALT, INC.			1,961.40
10514	SUPPLYGEEKS		
	OE-12279-1	OFFICE SUPPLIES	105.68
	OE-14185-1	OFFICE SUPPLIES	80.20
TOTAL FOR: SUPPLYGEEKS			185.88
00930	TRUCK & TRAILER SPECIALTIES		
	DRO00510	REPAIRS ON #17 SCRAPER	832.05
	DRO005608	YEARLY SERVICE #16 PLOW	4,046.76
TOTAL FOR: TRUCK & TRAILER SPECIALTIES			4,878.81
00646	ULLERY, SUSAN		
	9/23/19	MILEAGE & REIMBURSEMENTS	177.46
TOTAL FOR: ULLERY, SUSAN			177.46
10484	VERGENNES BROADBAND		
	5267-20190916-1	INTERNET	309.99
TOTAL FOR: VERGENNES BROADBAND			309.99
02120	VERIZON WIRELESS		
	9837957842	FINAL BILL 8/13 - 9/12	94.23
TOTAL FOR: VERIZON WIRELESS			94.23
02205	WINZER CORPORATION		
	6451522	DPW SUPPLIES	197.07
TOTAL FOR: WINZER CORPORATION			197.07
10567	WOLF KUBOTA		
	10622	EXMARK MOWER #52	8,063.00
TOTAL FOR: WOLF KUBOTA			8,063.00
10827	XYLEM WATER SOLUTIONS USA, INC		
	3556A87071	WTP R & M PARTS	586.76
TOTAL FOR: XYLEM WATER SOLUTIONS USA, INC			586.76
10825	YOUNG'S ENVIRONMENTAL CLEANUP, INC		
	271210	EMERGENCY RESPONSE - CLEAN UP	5,506.16
TOTAL FOR: YOUNG'S ENVIRONMENTAL CLEANUP, INC			5,506.16
TOTAL - ALL VENDORS			2,460,567.50



**LOWELL CITY ADMINISTRATION**  
**INTER OFFICE MEMORANDUM**

**DATE:** October 2, 2019

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

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

**RE:** Adult use marijuana

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At our last City Council meeting, a citizen shared concerns about lighting requirements in the draft regulatory ordinance. City Administration looked into this further and we can report this language came from ordinances in California and Colorado. Those states have energy restrictions as there are issues with energy transmission, especially in California. After further review, City Administration would recommend striking this from the proposed Ordinance.

Jessica Wood will be present to discuss an issue we recently learned about pertaining to licensing that you need to be aware of. We will discuss this and address it as you see fit.

Once we determine how we want to address this issue with licensing we can take action on this preferably at the October 21, 2019 City Council meeting.



**LOWELL CITY ADMINISTRATION**  
**INTER OFFICE MEMORANDUM**

**DATE:** October 3, 2019  
**TO:** Mayor DeVore and the Lowell City Council  
**FROM:** Michael T. Burns, City Manager MB  
**RE:** Modification to Resolution 24-19

---

In June, the City Council approved Resolution 24-19 stating it was the City Council's intent to utilize funds generated from the City Income Tax to be used for street improvements after offsetting the equivalent of the five mills of revenue that was reduced and for the costs of administering the income tax.

We shared this information with residents who attended the September 18, 2019 Income Tax Informational meeting and there was concern from those residents that this language may give the council the chance not to use these funds for Street Improvements. It was suggested that the resolution be modified to state that income tax revenue **shall** be used for street improvements after offsetting the expenditures affected by the five mill reduction and income tax administrative costs.

Resolution 29-19 was drafted to make this suggested modification. This resolution would also void the action taken through Resolution 24-19. **I recommend the Lowell City Council approve Resolution 29-19 as presented.**



**CITY OF LOWELL  
KENT COUNTY, MICHIGAN**

**RESOLUTION NO. 29-19**

**RESOLUTION DETERMINING TO USE CERTAIN  
INCOME TAX REVENUES FOR STREET PURPOSES**

Councilmember \_\_\_\_\_, supported by Councilmember \_\_\_\_\_,  
moved the adoption of the following resolution:

**WHEREAS**, the City Council adopted Resolution No. 20-19 and Resolution No. 21-19 at its regular meeting held on June 3, 2019, in order to place the question of certain charter amendments before the registered and qualified electors of the City that would levy a 1.0% residential and 0.5% non-residential income tax (the "Income Tax") and institute a tie-barred provision to reduce the property tax by 6.7597 mills of the maximum amount otherwise allowed by the Michigan Constitution (the "Property Tax Reduction") (the "Ballot Proposals"); and

**WHEREAS**, the City wishes to express its determination for use of the Income Tax.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That, should the Ballot Proposals pass, the City Council hereby commits that the new revenue amount derived from the Income Tax, after subtracting the revenue decrease resulting from the Property Tax Reduction and the cost of administering the Income Tax, shall be used only for public street maintenance, repair and replacement.

2. That all resolutions or parts of resolutions to the extent of any conflict herewith are rescinded including specifically Resolution No. 24-19 adopted on June 17, 2019.

YEAS: Councilmembers \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers \_\_\_\_\_

ABSTAIN: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

Dated: October 7, 2019

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

### **CERTIFICATION**

I, the undersigned Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on October 7, 2019, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 7, 2019

---

Susan Ullery, City Clerk



**LOWELL CITY ADMINISTRATION**  
**INTER OFFICE MEMORANDUM**

**DATE:**           **October 3, 2019**

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

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

**RE:**             **Chamber of Commerce Building Lease**

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The lease between the City and the Chamber of Commerce for the use of the building they operate in expires on April 30, 2020. Over the summer, I have been working with Liz Baker regarding the renewal of the lease as directed by the City Council.

We have a tentative agreement on the lease and this would require City Council approval. The new lease would be for an additional 10 years beginning on May 1, 2020 as this is the limit required per the City Charter.

The lease still remains a \$1 per year for use of the facility. This building will be used as is and any improvements to it will be done at the Chamber of Commerce's expense. The only major difference to this lease and the previous lease is utility costs. The previous lease had a \$200 cap for utilities meaning the City would cover in some instances the amount for utilities over this amount. Going forward, all utility expenses will be paid in full by the Chamber of Commerce.

Attached is the new proposed lease agreement and Resolution 30-19 for the City Council to approve. **I recommend the Lowell City Council approve Resolution 30-19 and approve a new lease agreement with the Lowell Area Chamber of Commerce as presented.**

**CITY OF LOWELL  
KENT COUNTY, MICHIGAN**

**RESOLUTION NO. 30-19**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION  
OF A LEASE AGREEMENT BETWEEN THE CITY AND THE LOWELL  
AREA CHAMBER OF COMMERCE**

Councilmember \_\_\_\_\_, supported by Councilmember \_\_\_\_\_, moved  
the adoption of the following resolution:

**WHEREAS**, the Lowell Area Chamber of Commerce ("LACC") desires to continue to  
lease a portion of a City-owned building at 113 Riverwalk Plaza in the City (the "Leased  
Premises"); and

**WHEREAS**, the City is willing to continue to lease the Leased Premises to LACC for a  
10-year term ending April 30, 2030, subject to the terms and conditions of a Lease Agreement in  
the form presented at this meeting (the "Lease").

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the Lease between the City and LACC in the form presented at this meeting  
is approved and the Mayor and City Clerk are authorized and directed to execute the Lease for  
and on behalf of the City.

2. That all resolutions or parts of resolutions in conflict herewith shall be and the  
same are hereby rescinded.

YEAS: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

NAYS: Councilmembers \_\_\_\_\_

ABSTAIN: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

Dated: October 7, 2019

---

Susan Ullery  
City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on October 7, 2019, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 7, 2019

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Susan Ullery  
City Clerk

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Lease") is made and executed as of May 1, 2020 (the "Effective Date"), between the **CITY OF LOWELL**, a Michigan municipal corporation, 301 East Main Street, Lowell, Michigan 49331 (the "City") and the **LOWELL AREA CHAMBER OF COMMERCE**, a Michigan nonprofit corporation, 113 Riverwalk Plaza, Lowell, Michigan 49331 ("LACC" and together with the City the "Parties" or each individually a "Party").

**Section 1. Leased Premises.** The City owns a building located at 113 Riverwalk Plaza in the City on real property legally described on the attached Exhibit A (the "Building"). The LACC desires to lease a portion of the Building as depicted on the attached Exhibit B (the "Leased Premises"). Subject to the terms and conditions of this Lease, the City hereby leases the Leased Premises to the LACC. LACC has inspected the Leased Premises and by executing this Lease, LACC shall be deemed to have accepted the Leased Premises in their then current condition, on an "AS-IS, WHERE-IS" basis and to have acknowledged that the Leased Premises are in the condition and of the nature required by this Lease.

**Section 2. Used Leased Premises.** The LACC shall occupy the Leased Premises for use as an office and to conduct its programs and services (the "Designated Use") and shall be permitted to make such physical improvements to the Leased Premises (either interior or exterior) in connection with such Designated Use (the "Improvements") as are preapproved by the City Manager. Any request to make Improvements shall be made in writing by the LACC to the City and the City shall approve, approve with modifications and/or conditions or disapprove in writing to the LACC.

**Section 3. Term of Lease.** The term of this Lease shall be for a period of 10 years from the Effective Date and ending April 30, 2030 (the "Term").

**Section 4. Rent.** The LACC shall pay the City rent for the Leased Premises of \$1.00 per 12-month period during the Term, receipt of which is hereby acknowledged.

**Section 5. Taxes and Special Assessments.** The Leased Premises is not currently subject to *ad valorem* property taxes or special assessments. Should the Leased Premises become subject to either during the Term, the LACC shall be responsible for such taxes and assessments.

**Section 6. Insurance and Indemnity.** Each of the LACC Parties shall maintain during the Term of this Lease a comprehensive general liability insurance policy covering the Leased Premises covering death, bodily injury and property damages in the amount of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Any Each such policy shall add the City other Party as an additional insured and shall provide that it shall not be subject to non-renewal or cancellation without not less than 30 days' prior written notice to the City such other Party. The LACC Parties shall annually on May 1 during the Term provide the City each other with written evidence of such insurance. The insurance policy provided by LACC shall provide that it is the primary coverage for claims related to the Leased Premises and the City's policy shall be secondary coverage.

To the LACC extent permitted by law, each Party shall indemnify the City and its respective officers, boardmember, councilmembers, employees and agents (the "Indemnified Parties") and hold the Indemnified Parties harmless from any liability or claim for damages which may be assessed against the Indemnified Parties by reason of ~~any accident or casualty~~ negligence which has occurred in, on, or about the Leased Premises except for any liability or claim for damages which arise from the negligence of the Indemnified Parties. The provisions of this paragraph shall survive the Term or termination of this Lease.

**Section 7. Utilities.** The LACC shall timely pay for any and all utilities serving the Leased Premises, including, but not limited to water, sanitary sewer, electricity and natural gas. Where the use of utilities are not separately metered or recorded, the LACC's share shall be determined on a prorata basis determined based on the square footage of the Building and the square footage of the Leased Premises.

**Section 8. Maintenance of Leased Premises; Repair and Replacement.** The LACC, at its expense, shall keep and maintain the interior of the Leased Premises and every part thereof including the heating and air conditioning equipment and keep the exterior grounds around the Building neat and clean, to the satisfaction of the City. The City shall be responsible (i) for the maintenance of the exterior of the Building including the parking areas, walks and drives, and the removal of snow therefrom ~~and~~, (ii) for the maintenance of any exterior landscaping and (iii) for major repairs related to the Leased Premises including repair and/or replacement of the Building roof and other required major repairs to the Leased Premises.

**Section 9. Termination.** If ~~the LACC~~ either Party shall default and fail to perform any of its obligations in this Lease and shall fail to have such default cured within ~~45~~ 30 days of receiving written notice from the City ~~other Party~~, the City ~~noticing Party~~ shall be entitled to terminate this Lease.

**Section 10. Improvements.** At the end of the Term of this Lease or upon early termination, any Improvements to Leased Premises, except as hereinafter provided, shall thereafter belong to the City. Any Improvements which may be removed without damaging the Leased Premises shall belong to the LACC provided they are removed by the LACC, at its expense, within ~~45~~ 30 days of the end of the Term of this Lease or earlier termination date. If not removed within such period, said Improvements shall belong to the City. Any damages to the Leased Premises resulting from removal of Improvements shall be repaired at the LACC's expense.

**Section 11. Signage.** Any signage, either temporary or permanent, on the exterior of the Leased Premises shall be in conformity with the City Code of Ordinances and applicable City rules and regulations.

**Section 12. Assignment.** The LACC shall not assign this Lease or sublease all or any part of the Leased Premises without the prior written approval of the City.

**Section 13. Notices.** All notices required or permitted under this Lease shall be in writing and deemed given upon personal delivery or 2 business days after being mailed postage prepaid in the United States mail to the party to be notified at the address set forth in the first



paragraph of this Lease or such other address as the party shall have indicated by notice to the other party.

**Section 14. Governing Law.** This Lease shall be governed by the laws of the State of Michigan. If any provisions of this Lease or portions of this Lease, or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 15. No Partnership.** Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or by joint venture between the parties hereto, it being understood and agreed that no provision of this Lease, nor any acts of the parties under this Lease, shall be deemed to create any relationship between the parties other than the relationship of the City, as landlord, and the LACC, as tenant.

**Section 16. Waiver.** The failure of the City or the LACC to insist upon the strict performance of any of the terms, covenants or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants and conditions in this Lease.

**Section 17. Quiet Enjoyment.** The City covenants and agrees with the LACC that upon the LACC's observing and performing all the terms, covenants and conditions on the LACC's part to be performed and observed, the LACC may peaceably and quietly hold, occupy, possess and enjoy the Leased Premises for the full term of this Lease.

**Section 18. Entire Agreement; Amendment.** This Lease contains all of the terms and conditions of the agreement of the parties concerning the Leased Premises. This Lease may be amended only by a written agreement signed by both the City and the LACC.

IN WITNESS WHEREOF, the City and the LACC have executed this Lease.

**CITY OF LOWELL**

By: \_\_\_\_\_  
Michael DeVore, Mayor

Attest: \_\_\_\_\_  
Susan Ullery, City Clerk

**LOWELL AREA CHAMBER OF  
COMMERCE**

By: \_\_\_\_\_  
Liz Baker, Executive Director



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot 1, Blk 9, EXCEPT the South 155.50 feet of the East 22.0 feet; also Lot 2, Blk 9; also Lot 3, Blk 9, EXCEPT the South 98 feet of Avery's Plat, City of Lowell, State of Michigan.

Permanent Parcel No. 41 20 02 406 019701 41170 IJ70

DRAFT

**EXHIBIT B**  
**LEASED PREMISES**

DRAFT

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Lease") is made and executed as of May 1, 2020 (the "Effective Date"), between the **CITY OF LOWELL**, a Michigan municipal corporation, 301 East Main Street, Lowell, Michigan 49331 (the "City") and the **LOWELL AREA CHAMBER OF COMMERCE**, a Michigan nonprofit corporation, 113 Riverwalk Plaza, Lowell, Michigan 49331 ("LACC" and together with the City the "Parties" or each individually a "Party").

**Section 1. Leased Premises.** The City owns a building located at 113 Riverwalk Plaza in the City on real property legally described on the attached Exhibit A (the "Building"). The LACC desires to lease a portion of the Building as depicted on the attached Exhibit B (the "Leased Premises"). Subject to the terms and conditions of this Lease, the City hereby leases the Leased Premises to the LACC. LACC has inspected the Leased Premises and by executing this Lease, LACC shall be deemed to have accepted the Leased Premises in their then current condition, on an "AS-IS, WHERE-IS" basis and to have acknowledged that the Leased Premises are in the condition and of the nature required by this Lease.

**Section 2. Used Leased Premises.** The LACC shall occupy the Leased Premises for use as an office and to conduct its programs and services (the "Designated Use") and shall be permitted to make such physical improvements to the Leased Premises (either interior or exterior) in connection with such Designated Use (the "Improvements") as are preapproved by the City Manager. Any request to make Improvements shall be made in writing by the LACC to the City and the City shall approve, approve with modifications and/or conditions or disapprove in writing to the LACC.

**Section 3. Term of Lease.** The term of this Lease shall be for a period of 10 years from the Effective Date and ending April 30, 2030 (the "Term").

**Section 4. Rent.** The LACC shall pay the City rent for the Leased Premises of \$1.00 per 12-month period during the Term, receipt of which is hereby acknowledged.

**Section 5. Taxes and Special Assessments.** The Leased Premises is not currently subject to *ad valorem* property taxes or special assessments. Should the Leased Premises become subject to either during the Term, the LACC shall be responsible for such taxes and assessments.

**Section 6. Insurance and Indemnity.** Each of the Parties shall maintain during the Term of this Lease a comprehensive general liability insurance policy covering the Leased Premises covering death, bodily injury and property damages in the amount of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Each such policy shall add the other Party as an additional insured and shall provide that it shall not be subject to non-renewal or cancellation without not less than 30 days' prior written notice to such other Party. The Parties shall annually on May 1 during the Term provide each other with written evidence of such insurance. The insurance policy provided by LACC shall provide that it is the primary coverage for claims related to the Leased Premises and the City's policy shall be secondary coverage.

To the extent permitted by law, each Party shall indemnify the other and its respective officers, boardmember, councilmembers, employees and agents (the "Indemnified Parties") and hold the Indemnified Parties harmless from any liability or claim for damages which may be assessed against the Indemnified Parties by reason of negligence which has occurred, on, or about the Leased Premises except for any liability or claim for damages which arise from the negligence of the Indemnified Parties. The provisions of this paragraph shall survive the Term or termination of this Lease.

**Section 7. Utilities.** The LACC shall timely pay for any and all utilities serving the Leased Premises, including, but not limited to water, sanitary sewer, electricity and natural gas. Where the use of utilities are not separately metered or recorded, the LACC's share shall be determined on a prorata basis determined based on the square footage of the Building and the square footage of the Leased Premises.

**Section 8. Maintenance of Leased Premises; Repair and Replacement.** The LACC, at its expense, shall keep and maintain the interior of the Leased Premises and every part thereof including the heating and air conditioning equipment and keep the exterior grounds around the Building neat and clean, to the satisfaction of the City. The City shall be responsible (i) for the maintenance of the exterior of the Building including the parking areas, walks and drives, and the removal of snow therefrom, (ii) for the maintenance of any exterior landscaping and (iii) for major repairs related to the Leased Premises including repair and/or replacement of the Building roof and other required major repairs to the Leased Premises.

**Section 9. Termination.** If either Party shall default and fail to perform any of its obligations in this Lease and shall fail to have such default cured within 30 days of receiving written notice from the other Party, the noticing Party shall be entitled to terminate this Lease.

**Section 10. Improvements.** At the end of the Term of this Lease or upon early termination, any Improvements to Leased Premises, except as hereinafter provided, shall thereafter belong to the City. Any Improvements which may be removed without damaging the Leased Premises shall belong to the LACC provided they are removed by the LACC, at its expense, within 30 days of the end of the Term of this Lease or earlier termination date. If not removed within such period, said Improvements shall belong to the City. Any damages to the Leased Premises resulting from removal of Improvements shall be repaired at the LACC's expense.

**Section 11. Signage.** Any signage, either temporary or permanent, on the exterior of the Leased Premises shall be in conformity with the City Code of Ordinances and applicable City rules and regulations.

**Section 12. Assignment.** The LACC shall not assign this Lease or sublease all or any part of the Leased Premises without the prior written approval of the City.

**Section 13. Notices.** All notices required or permitted under this Lease shall be in writing and deemed given upon personal delivery or 2 business days after being mailed postage prepaid in the United States mail to the party to be notified at the address set forth in the first

paragraph of this Lease or such other address as the party shall have indicated by notice to the other party.

**Section 14. Governing Law.** This Lease shall be governed by the laws of the State of Michigan. If any provisions of this Lease or portions of this Lease, or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 15. No Partnership.** Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or by joint venture between the parties hereto, it being understood and agreed that no provision of this Lease, nor any acts of the parties under this Lease, shall be deemed to create any relationship between the parties other than the relationship of the City, as landlord, and the LACC, as tenant.

**Section 16. Waiver.** The failure of the City or the LACC to insist upon the strict performance of any of the terms, covenants or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants and conditions in this Lease.

**Section 17. Quiet Enjoyment.** The City covenants and agrees with the LACC that upon the LACC's observing and performing all the terms, covenants and conditions on the LACC's part to be performed and observed, the LACC may peaceably and quietly hold, occupy, possess and enjoy the Leased Premises for the full term of this Lease.

**Section 18. Entire Agreement; Amendment.** This Lease contains all of the terms and conditions of the agreement of the parties concerning the Leased Premises. This Lease may be amended only by a written agreement signed by both the City and the LACC.

**IN WITNESS WHEREOF,** the City and the LACC have executed this Lease.

**CITY OF LOWELL**

By: \_\_\_\_\_  
Michael DeVore, Mayor

Attest: \_\_\_\_\_  
Susan Ullery, City Clerk

**LOWELL AREA CHAMBER OF  
COMMERCE**

By: \_\_\_\_\_  
Liz Baker, Executive Director

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot 1, Blk 9, EXCEPT the South 155.50 feet of the East 22.0 feet; also Lot 2, Blk 9; also Lot 3, Blk 9, EXCEPT the South 98 feet of Avery's Plat, City of Lowell, State of Michigan.

Permanent Parcel No. 41 20 02 406 019701 41170 IJ70

**EXHIBIT B**  
**LEASED PREMISES**



**LOWELL CITY ADMINISTRATION**  
**INTER OFFICE MEMORANDUM**

**DATE:** October 3, 2019

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

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

**RE:** Resolution 31-19 revising Resolution 08-19

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In February, the Lowell City Council approved Resolution 08-19 granting an Industrial Facility Tax Credit for five years to King Milling for the creation of their warehouse facility. Our application has been submitted to the Michigan Department of Treasury as required per the statute. The application is being held up by them because the following language is needing:

**WHEREAS**, the aggregate state equalized value (“SEV”) of real and personal property exempt from ad valorem taxes within the City, after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the property proposed to be exempt pursuant to the King Milling application plus the aggregate SEV of property exempt under certificates previously granted pursuant to Act 198 and currently in effect.

Resolution 31-19 has been drafted to correct the concern from Treasury. We have debated the necessity of this language as it is not required in the statute for several months. However, Treasury has informed us they will not proceed without this language.

**I am recommending the Lowell City Council approve Resolution 31-19 as presented.**



**CITY OF LOWELL  
KENT COUNTY, MICHIGAN**

**RESOLUTION NO. 31-19**

**RESOLUTION AMENDING RESOLUTION NO. 08-19  
APPROVING APPLICATION OF KING MILLING FOR AN  
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE**

Councilmember \_\_\_\_\_, supported by Councilmember \_\_\_\_\_,  
moved the adoption of the following resolution:

**WHEREAS**, the City Council on February 19, 2019, adopted Resolution No. 08-19 approving an application of King Milling for an industrial facilities exemption certificate pursuant to Act 198 of the Public Acts of Michigan of 1974, as amended (“Act 198”); and

**WHEREAS**, the Property Tax Exemption Section of the Property Services Division of the Michigan Department of Treasury has requested that any additional “Whereas” clause be added to Resolution No. 08-19.

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

1. That the following “WHEREAS” clause is added to Resolution No. 08-19:

**WHEREAS**, the aggregate state equalized value (“SEV”) of real and personal property exempt from ad valorem taxes within the City, after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the property proposed to be exempt pursuant to the King Milling application plus the aggregate SEV of property exempt under certificates previously granted pursuant to Act 198 and currently in effect.

2. Resolution No. 08-19 is hereby ratified and confirmed.

YEAS: Councilmembers \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers \_\_\_\_\_

ABSTAIN: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

Dated: October 7, 2019

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Susan Ullery, City Clerk

**CERTIFICATION**

I, the undersigned City Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on October 7, 2019, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 7, 2019

---

Susan Ullery, City Clerk



**LOWELL CITY ADMINISTRATION**  
**INTER OFFICE MEMORANDUM**

**DATE:**           **October 2, 2019**

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

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

**RE:**             **Suez presentation**

---

Our contact with Suez for operating our Wastewater Treatment Plan expires on June 30, 2020. The City will need to decide if we want to renew our contract, go out for bid and/or consider bringing this task in house.

Michael Bowen, Regional Manager from Suez is present to discuss what Suez provides the City of Lowell in regard to wastewater services and what they can provide in the future.

# Memorandum



**DATE:** October 3, 2019

**TO:** Michael Burns, City Manager

**FROM:** Daniel Czarnecki, Public Works Director

A handwritten signature in blue ink, appearing to be "MD" followed by a stylized "De", is located to the right of the "TO:" and "FROM:" lines.

**PUBLIC WORKS**

**RE: Pavement Warranty Program**

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As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement (MCL 247.662, 247.663) that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation (MDOT).

The resulting Michigan Local Agency Pavement Warranty Program is the statewide accepted format that local agencies can use for hot mix asphalt (HMA) and plain jointed concrete paving projects on public roads and streets, if they opt to utilize a warranty on a project.

The overall goal of the Michigan Local Pavement Warranty Program is to have one standardized method for applying pavement warranties on local agency projects, which provides a consistent, quantifiable and transparent program that pavement contractors can recognize and implement.

The Warranty Program must be adopted by every community, and every community must consider a warranty on each project utilizing any state or federal funding that also includes \$2 million or more in paving-related components. For paving projects under \$2 million or paving projects not funded with state or federal funding, the community can decide if they wish to include the Warranty Program as part of their project. Communities must annually report on projects with \$2 million or more in paving-related items, regardless of whether they implemented a warranty or not.

There are several parts to the program. The appropriate documentation must be included within any bid documents for paving projects. The documents include special provisions (boilerplate language, concrete, HMA, location, pass-through warranty bond) necessary forms (warranty bond forms, contract forms), and guidelines for the program. Our engineers have copies of all the pertinent documentation and will handle their inclusion when they put together street project specifications.

There are two parts to the program we need to approve. First, the City of Lowell must agree by resolution to adopt the Michigan Local Agency Pavement Warranty Program,

including the documentation provided by the program. Second, the City must agree by resolution to implement the Michigan Local Agency Pavement Warranty Program.

**Recommended Motion: That the Lowell City Council adopt Resolution 32-19, adopting the Michigan Local Agency Pavement Warranty Program, with accompanying documents.**

**Recommended Motion: That the Lowell City Council adopt Resolution 33-19, implementing the Local Agency Pavement Warranty Program and annually report in accordance with the law.**

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

**RESOLUTION NO. 32-19**

**RESOLUTION TO ADOPT A LOCAL PAVEMENT WARRANTY PROGRAM.**

Councilmember \_\_\_\_\_ supported by Councilmember \_\_\_\_\_ moved the adoption of the following resolution:

**WHEREAS**, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

**WHEREAS**, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018;

**WHEREAS**, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (Boilerplate, Concrete, HMA, Location, Pass-Through Warranty Bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs;

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

The City of Lowell hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663;

**BE IT FURTHER RESOLVED**, this resolution is made a part of the minutes of the City of Lowell on October 7, 2019.

YES: Councilmembers \_\_\_\_\_

NO: Councilmembers \_\_\_\_\_

ABSTAIN: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

Dated: October 7, 2019

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

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell at a regular meeting held on October 7, 2019, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 7, 2019

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

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

**RESOLUTION NO. 33-19**

**RESOLUTION TO IMPLEMENT A LOCAL PAVEMENT WARRANTY PROGRAM.**

Councilmember \_\_\_\_\_ supported by Councilmember \_\_\_\_\_ moved the adoption of the following resolution:

**WHEREAS**, the Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding package of 2015 that requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

**WHEREAS**, the City of Lowell adopted the Michigan Local Agency Pavement Warranty Program on October 7, 2019;

**WHEREAS**, the City of Lowell agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items and includes any state or federal funds;

**WHEREAS**, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items and includes any state or federal funds, whether or not a warranty was utilized in the project;

**WHEREAS**, the City of Lowell agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which City of Lowell's adopted Implementation Policy defines the City of Lowell's intent of its pavement warranty program;

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



The City of Lowell hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

**BE IT FURTHER RESOLVED**, this resolution is made a part of the minutes of the City of Lowell on October 7, 2019.

YES: Councilmembers \_\_\_\_\_

NO: Councilmembers \_\_\_\_\_

ABSTAIN: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

Dated: October 7, 2019

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

#### **CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell at a regular meeting held on October 7, 2019, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 7, 2019

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

MICHIGAN  
LOCAL AGENCY  
SPECIAL PROVISION  
FOR  
HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY  
1 of 7

RJR

4/8/2018

- a. Description.** The Hot Mix Asphalt (HMA) and Concrete Pavement Warranty (Pavement Warranty) consists of the contract warranty provisions, warranty bond, the terms of this special provision, the terms of the special provisions for Warranty Work Requirements for HMA and Concrete Pavements, and the Specifications for Warranty Work included in the contract. This special provision establishes the common terms, definitions, and requirements applied to pavement projects requiring a warranty. The Pavement Warranty assures and protects the Local Agency (Agency) from specific defects in pavements due to materials and/or workmanship.

Under the Pavement Warranty special provisions the Contractor is responsible for correcting defects in the pavement caused by elements within the Contractor's control (i.e., the materials and/or workmanship), during the warranty term. The Pavement Warranty passes through to subcontractors and / or suppliers at the direction of the Contractor and upon written notice to the Agency. The Agency is responsible for the pavement design. Therefore, the Contractor assumes no responsibility for design related defects. A pavement defect due to the materials, workmanship and the design, will result in a shared responsibility for correcting the defect by the Agency and the Contractor. The Contractor is responsible for the percentage of fault attributable to the materials and/or workmanship. The Agency is responsible for the percentage of fault attributable to the design. Note: The Agency elects to require the Contractor to provide the pavement design(s) in *design-build* contract documents and specifications. In this case, the Contractor is responsible for the percentage of fault attributable to the design

**b. Definitions.**

**Abrasion.** The wearing (loss) of a material by tire friction or snow plowing.

**Acceptance Date of Warranted Work.** The date when the warranted work is complete, has been determined by the Agency to be in compliance with the contract specifications, and is continuously open to traffic. This is the date of warranted work acceptance (See Section c. Warranted Work Acceptance) and constitutes the start of the warranty period. There may be more than one acceptance date of warranted work for a project.

**Adhesion.** The bonding of a material to an underlying pavement surface.

**Asphalt Flushing.** The accumulation of excess asphalt binder on the pavement surface that creates a shiny, reflective condition, and becomes tacky to the touch at high temperatures.

**Cohesion.** The resistance of a material to internal rupture.

**Conflict Resolution Team (CRT).** The three-person team responsible for voting in resolution of disputes between the Agency and the Contractor regarding any claim of non-compliance with the warranty requirements.

**Crack.** A visible fissure or surface discontinuity that may or may not extend through the entire slab/pavement. Cracks may be singular or in multiple patterns. Surface Crack types are:

- a. **Alligator.** Parallel longitudinal cracks with transverse tears between them exhibiting a pattern similar to an alligator hide. An alligator crack typically starts in a wheel path and may extend to other lane locations of a HMA pavement.
- b. **Block.** Transverse and longitudinal cracking in a pavement that has progressed to a pattern that the pavement is broken into blocks of size less than 12 - foot by 12 - foot. The shape of each block may be irregular.
- c. **Corner.** Orientation is generally diagonal and located near a concrete slab corner. It may intersect either a transverse or a longitudinal pavement joint.
- d. **Longitudinal/Open Joint.** A crack, at least five feet in length, that is oriented primarily in the longitudinal direction versus the transverse direction. That is, the angle between the overall crack line and the centerline is less than 45 degrees. It can exist anywhere in the driving lane; i.e., at the pavement centerline joint, wheel path, center of lane, or lane/shoulder joint. This does not include reflective cracking from underlying pavement.
- e. **Map.** Interconnecting, variable spaced cracks in a random orientation and pattern.
- f. **Non-Working.** Cracks that experience relatively little horizontal or vertical movement as a result of temperature change or traffic loading. As a general rule, a width less than 1/8 inch.
- g. **Transverse.** A crack, at least five feet in length, that is oriented primarily in the transverse direction versus the longitudinal direction. That is, the angle between the overall crack line and the transverse line is less than 45 degrees. It can be either straight or irregular in direction.
- h. **Working.** Cracks that experience considerable horizontal or vertical movement as a result of temperature change or traffic loading. In general, the width is greater than or equal to 1/8 inch.

**De-bonding.** A physical separation of two HMA layers. De-bonding will be visually identified as shoving, or loss of the top course. Surface potholes, regardless of depth, will be classified as de-bonding.

**Driving Lane(s).** The delineated pavement surface used by traffic and the portion of the pavement considered warranted work. Each of the following is considered a separate driving lane.

- Each individual mainline lane.
- The sum of all ramp lanes and the associated acceleration/deceleration lanes is considered a separate driving lane.
- The sum of all auxiliary lanes, such as passing lanes and turn lanes, is considered a separate driving lane.

Approaches, driveways, shoulders and adjoining transition tapers between various types of pavement are not considered driving lanes for the purpose of this provision.

**Joint Sealant Failure.** The loss of material integrity consisting of either adhesive failure de-bonding), cohesive failure (material separation), or the complete loss of sealant material.

**Local Agency.** A road commission or municipality with legal responsibility for the roads or streets within their respective governmental jurisdictions. Sometimes referred to as Agency.

**Loss of Cover Aggregate.** Areas of coarse and fine aggregate removal from the pavement surface caused by the mechanical action of troweling and/or grooving the concrete surface during placement.

**Opening to Traffic.** The allowance of vehicles on the new pavement with the appropriate lane markings/striping and signage.

**Over-band.** A type of crack sealing in which sealing material is allowed to completely cover prepared cracks by extending onto the adjacent pavement surface.

**Raveling.** Surface disintegration of a HMA pavement, due to the loss of coarse or fine aggregate material that occurs over an area or in a continuous longitudinal strip. Wear caused by snowplow abrasion is not considered raveling.

**Rutting.** A longitudinal surface depression in the wheel path. It may have associated transverse displacement or humping.

**Scaling.** The concrete surface has a visible, exposed, rough texture from a loss of either aggregate or mortar.

**Shattered Slab.** A concrete pavement slab broken into four or more sections by full-depth cracks.

**Spall.** Broken or missing piece of concrete contiguous with the perimeter edge of a slab with a surface area exceeding two square inches.

**Warranty Bond.** A bond (the lesser amount of 5% (percent) of the total contract amount or \$1,000,000) issued by a surety which guarantees meeting of the warranty requirements.

**Warranted Work.** Completed warranted work upon acceptance that is to be evaluated throughout the warranty term.

**Warranty Work.** Corrective actions / repairs performed to correct deficiencies in the completed warranted work in order to achieve final acceptance (Section I of this special provision) at the end of the warranty term.

**Warranty.** A surety guarantee that the warranty requirements will be met.

- c. **Warranted Work Acceptance.** The Agency and the Contractor must jointly review all completed warranted work, or a portion thereof, as determined by the Agency. If the work does not meet contract requirements, the Contractor must make all necessary corrections, at their expense, prior to acceptance. Warranted work acceptance will occur as soon as the Agency's confirmation is in writing in the Agency's acceptance notice. And that contract requirements have been met for the warranted work and has been continuously open to traffic. The date on which acceptance date of warranted work occurs is the start date for the warranty term.

Warranted work acceptance will be documented in the Agency's acceptance notice and executed jointly by the Agency and the Contractor. A copy of the acceptance notice will be sent to the Contractor's warranty bond surety agent by the Agency. Neither the warranted work acceptance nor any prior inspection, acceptance or approval by the Agency diminishes the Contractor's responsibility under this warranty.

The Agency in order to accommodate seasonal limitations or staged construction shall accept the warranted work and begin the warranty term, excluding any area needing corrective work.

Acceptance of material, in penalty, under the Agency's quality assurance program will not relieve the Contractor from meeting the Pavement Warranty requirements for the accepted material.

**d. Warranty Bond.** The Contractor is to furnish a single term warranty bond on a form supplied by the Local Agency, in an amount stipulated in the Special Provision for Warranty Work Requirements, prior to contract award. The effective starting date of the warranty bond and warranty term will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty term and/or upon satisfactory completion of all warranty work; whichever is later as per Section I. Final Acceptance of this special provision.

**e. Rights and Responsibilities of the Agency.** The Agency:

1. Reserves the right to approve the schedule, time, traffic control and methods proposed by the Contractor to perform warranty work.
2. Reserves the right to approve all material usage and specifications in warranty work.
3. Reserves the right to determine a Contractor's warranty work performance as meeting the contract specifications.
4. Reserves the right to perform, or have performed, routine maintenance during the warranty term; which routine maintenance will not diminish the Contractor's responsibility under the warranty.
5. Reserves the right, upon the non-availability of the Contractor, to make immediate emergency repairs to the pavement to prevent an unsafe road condition as determined by the Agency and upon notification to the Contractor of the requirement for additional repairs.
6. Will be responsible for monitoring the pavement throughout the warranty term. And will provide the Contractor all written reports of the pavement condition related to the warranty requirements. The Agency reserves the right not to relieve the Contractor of any responsibility based upon a claim for any failure by the Agency to adequately monitor the pavement or to report findings to the Contractor.
7. Will be responsible for notifying the Contractor, in writing, of any warranty work (corrective action/repair) requirement to meet the warranty requirements.

**f. Rights and Responsibilities of the Contractor.** The Contractor:

1. Must warrant to the Agency that the warranted work will be free of defects in the materials and/or workmanship. Ensure the warranty bond is described on the completed form and submitted to the Agency prior to award of contract.
2. Will be responsible for performing all warranty work including, but not limited to, maintaining traffic, finish pavement marking, and restoring all other associated pavement features, at the Contractor's expense.

3. Will be responsible for performing all repairs, resulting from being in non-compliance with the warranty requirements, using Agency approved materials and methods. Corrective actions and/or repairs shall commence before the expiration of the 60-day period of notification unless otherwise approved by the Agency.

4. Will be responsible to perform emergency repairs of the warranted work upon verbal and written notification from the Agency as per Section k. Emergency Repairs in this Special Provision.

5. Must notify the Agency and submit a written course of action for performing the needed warranty work a minimum of 10 (ten) calendar days prior to commencement of warranty work, except in the case of emergency repairs as detailed in this special provision. The submittal must propose a schedule for performing the warranty work and the materials and methods to be used.

6. Must follow an Agency approved maintaining traffic plan when performing warranty work. Ensure all warranty work is performed under permit issued by the Agency's Engineer. The permit fee and an individual permit performance bond will not be required. The permit insurance requirements, however, will apply.

7. Must furnish to the Agency, if warranty work required, a supplemental lien bond covering any warranty work being performed. The supplemental bond is furnished prior to beginning any warranty work. Ensure the supplemental bond is in the amount required by the Agency to cover the costs of warranty work.

8. Must complete all warranty work prior to conclusion of the warranty period, or as otherwise agreed to by the Agency.

9. Will be liable during the warranty period in the same manner as Contractors currently are liable for their construction related activities with the Agency pursuant to the current MDOT Standard Specifications for Construction including, but not limited to subsections 104.07.C, 107.10, and 107.11 or revisions thereto. This liability will arise and continue only during the period when the Contractor is performing warranty work. This liability is in addition to the Contractor performing and/or paying for any required warranty work, and will include liability for injuries and/or damages and any expenses resulting therefrom which are not attributable to normal wear and tear of traffic and weather; but are due to non-compliant materials, faulty workmanship, and to the operations of the Contractor as set forth more fully in subsections 104.07.C, 107.10 and 107.11 of the current MDOT Standard Specifications for Construction or revisions thereto.

**g. Evaluation Method.** The Agency will conduct pavement evaluations by dividing the project into segments. Each individual driving lane will be divided into segments of 528 feet (1/10 mile) in length for measuring and quantifying the condition parameters. The Evaluation Method will include field pavement condition reviews. The Agency reserves the right to waive this evaluation in emergency situations.

The beginning point for laying out segments will be the Point of Beginning (POB) of the project. Segments will be laid out consecutively to the Point of Ending (POE) of the project. The original segmentation of the project will be used for all successive reviews throughout the warranty term.

**h. Condition Parameters.** Condition parameters are used to measure the performance of the warranted pavement during the warranty term. Each condition parameter threshold limit is applied to each segment and defines the number of allowable defective segments before corrective action (warranty work) is required.

During the warranty term, the Contractor will not be held responsible for pavement defect caused by factors unrelated to materials and/or workmanship. These include but are not limited to: chemical and fuel spills, vehicle fires, snow plowing, and quality assurance testing such as coring. Other factors considered to be beyond the control of the Contractor which may contribute to pavement distress will be considered by the Agency's Engineer on a case by case basis upon receipt of a written request from the Contractor.

- i. **Warranty Requirements.** Warranty work will be required when the following two criteria are met as a result of a defect in the pavement.

Criterion 1 - The threshold limit for a condition parameter is exceeded, and

Criterion 2 - The maximum allowable number of defective segments is exceeded for one or more condition parameters for a driving lane.

Specific threshold limits and segment limits are covered in the Agency's Special Provision for Warranty Work Requirements.

Joint field investigation(s) by the Agency and the Contractor will be conducted to reach an agreement to determine the cause(s) of the pavement defects, whether the cause(s) are a result of defects in materials and/or workmanship, and assignment of responsibility. All costs related to the joint field investigation will be shared proportionately between the Contractor and the Agency based on the determined cause of the condition.

If an agreement cannot be reached, a Conflict Resolution Team (CRT) shall be convened in accordance with Section j. Conflict Resolution Team of this special provision.

- j. **Conflict Resolution Team (CRT).** If a dispute arises on the application or fulfillment of the terms of this warranty, either party may serve written notice that appointment of a CRT is required. The sole responsibility of the CRT is to provide a decision on disputes between the Agency and the Contractor regarding application or fulfillment of the warranty requirements. The CRT will consist of three voting members:

- One (1) member selected and compensated by the Agency.
- One (1) member selected and compensated by the Contractor.
- One (1) member mutually selected by the Agency and the Contractor. Compensation for the third party member will be equally shared by the Agency and the Contractor.

At least two members of the CRT must vote in favor of a motion to make a decision.

The CRT decides the need for a forensic investigation, its scope and the party to conduct the investigation. The forensic investigation, if any, will be conducted following the NCHRP Report 747 "Guide for Conducting Forensic Investigations of Highway Pavement". All costs related to the forensic investigation will be shared proportionately between the Contractor and the Agency based on the determined cause of the condition.

- k. **Emergency Repairs.** When the Agency determines that emergency repairs of the warranted work are necessary for public safety, the Agency or its agent may take immediate and sufficient repair action to safeguard the traveling public prior to notification to the Contractor of the need for emergency repairs. Emergency repairs of warranted work by the Contractor must be authorized by the Agency's Engineer.

Prior to emergency repairs of warranted work, the Agency will document the basis for the emergency action. In addition, the Agency will preserve documentation of the defective condition.

However, should the Contractor be unable to perform emergency repair requirements, to the Agency's satisfaction and within the time frame required by the Agency, the Agency will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the Contractor from meeting the warranty requirements of this special provision. Any costs associated with the emergency repairs will be paid by the Contractor if determined to be the fault of the Contractor.

- l. Final Acceptance.** The Agency and Contractor must jointly review all of the warranted work and any warranty work at the end of the warranty term to determine meeting of contract requirements. The Agency's final acceptance date of warranted work and any warranty work will occur as soon as the Agency's confirmation is in writing, on the Agency's final acceptance notice as jointly executed by the Agency and Contractor And that contract requirements have been met for the warranted work and any warranty work. The Agency will authorize the release of the warranty bond, and with a copy of the final acceptance notice sent to the Contractor's warranty bond surety agent.
- m. Non-extension of Contract.** This special provision must not be construed as extending or otherwise affecting the claim process and statute of limitation applicable to this Contract.
- n. Measurement and Payment.** All costs, including engineering and maintaining traffic costs, associated with meeting the requirements of this special provision are considered to be included in the contract unit prices for the warranted work items regardless of when such costs are incurred throughout the warranty term or after the end of the warranty term as jointly agreed upon between the Agency and the Contractor. These costs include but are not limited to, all materials, labor and equipment necessary to complete the required warranty work.



MICHIGAN  
LOCAL AGENCY  
SPECIAL PROVISION  
FOR  
**WARRANTY WORK REQUIREMENTS FOR  
HOT MIX ASPHALT PAVEMENTS**

LM

1 of 3

3/8/2018

**a. Description.** This special provision is for use with MICHIGAN LOCAL ROAD AGENCY SPECIAL PROVISION FOR HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY for Local Agency projects constructing a Hot Mix Asphalt (HMA) pavement that will be warranted against defects in workmanship and materials.

Follow Section 501 of the current MDOT Standard Specifications for Construction to determine initial acceptance of a warranted project.

**b. Definitions of the Work Types as defined in this specification**

**Long Term Warranty** - This includes **New Construction / Reconstruction** and HMA placement on an approved aggregate base where the subbase and drainage have been analyzed and determined that the planned improvements meet design life requirements.

**Medium Term Warranty** - This includes **Rehabilitation** and when HMA is placed on an aggregate base, subbase, and/or drainage situation, which was not analyzed to assure that the existing materials and/or planned improvements meet the pavement's design life requirements and the project did not include or improve the base, sub-base and/or drainage. This includes crush-shape-pave projects and other similar 3R work.

**Short Term Warranty** - This is for **Overlays** when HMA is placed on existing HMA, concrete or composite pavement.

**c. Terms of the Warranty**

**Limits of Warranted Work** - Warranted work includes all HMA placed in driving lanes in the project limits, unless otherwise indicated on project documents.

**Warranty Term** - A timeframe which begins at the Acceptance Date of Warranted Work of a completed HMA project. Multi-phased projects may have multiple "Acceptance Dates of Warranted Work." Warranty term length is specified in Table 1

**Warranty Bond** - The Contractor shall furnish a single term bond worth 5% of the total contract or \$1,000,000 whichever is less, secured in the name of the road owner and/or the agency in charge of the project. The effective starting date of the warranty bond will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty period or upon satisfactory completion of all warranty work; whichever is later.

**Warranty Requirements** - Table 1 lists maximum allowable defect thresholds for each condition per 1/10-mile lane segments and the maximum allowable number of defective segments for each condition parameter. If the Contractor has exceeded any warranty requirement, even in non-contiguous segments, the Engineer will request warranty fixes.

Each Driving lane will be assessed separately. Any warranty work required of the Contractor to correct deficiencies for any condition, will be full-width across the entire driving lane.

**d. Quality Control/Quality Assurance (QA/QC) -** The Contractor is responsible for project quality and must provide QC testing procedures and results to the Engineer.

The Engineer will perform Quality Assurance (QA) testing, as a spot-check to determine Initial Acceptance or assess penalties if specifications are not met. QA testing does not relieve the Contractor of QC responsibilities.

**e. Corrective Actions.** Table 2 lists recommended corrective actions to outline typical acceptable treatments for the various condition parameters. The Agency will accept the listed corrective action if the action addresses the cause of the condition parameter. The Contractor may use an alternative action subject to Engineer's approval.

**Table 1: Warranty Requirements**

Condition Parameter	LONG TERM WARRANTY (INCLUDES NEW CONSTRUCTION / RECONSTRUCTION)		MEDIUM TERM WARRANTY (INCLUDES REHABILITATION CRUSH & SHAPE & PAVE)		SHORT TERM WARRANTY (INCLUDES SINGLE COURSE & MULTIPLE COURSE OVERLAY)	
	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile (c)
Warranty period	5 years		3 years		1 year	
Transverse Cracking	3(b)	1	3(b)	2 (d)	3(a,b,d)	3 (a,d)
Open Joints & Long. cracking	10% of Segment length	1	25% of Segment length	2 (d)	25% of Segment length(a,d)	3 (a,d)
De-bonding	5% of Segment length	1	5% of Segment length	1	5% of Segment length	1
Raveling	8% of Segment length	1	8% of Segment length	1	8% of Segment length	1
Flushing	5% of Segment length	1	5% of Segment length	1	5% of Segment length	1
Rutting (d, e, f)	Ave. rut depth = 3/8 inch	1 (e)	Ave. rut depth = 3/8 inch	1 (e)	Ave. rut depth = 3/8 inch	1 (e)
Alligator or block cracking (g)	Any amount	0 (none allowed)	Any amount	0 (none allowed)	Any amount	0 (none allowed)

- a. For a single course overlay, or multiple course overlays less than 2" thick, transverse and longitudinal cracking will not be warranty conditions.
- b. For segments less than 1/10 mile in length, divide the segment length in feet by 528. Then multiply the threshold limit shown in the table by this fractional number. Round the result to the nearest whole number for the new threshold limit. In no case can the threshold limit be less than 1.  
  
The maximum allowable number of defective segments per condition for a specific driving lane is determined by multiplying the length of the specific driving lane in miles by the maximum allowable defective segments per mile as shown in the table for that condition. Round all fractional values  $n$  to the nearest whole number. In no case can the max. segments per driving lane limit be less than 1.
- c. The Engineer shall waive this requirement if it is determined the cracks are reflective cracks from the surface being overlaid.
- d. Rut-depth threshold applies to each wheel path individually.
- e. For single course overlays constructed on existing rutted pavement without first milling, wedging or otherwise fixing the existing ruts  $> 1/2$  inch, the Engineer shall waive this requirement.
- f. The Engineer will evaluate for rutting throughout the warranty period. If rutting is found in a 1/10-mile segment, the rutting will be measured in that segment at the POB and every 132 feet thereafter.  
  
The Engineer will take rut measurements with a straight, rigid device at least 7 feet long that does not deflect from its own weight, or a wire that remains taut when extended 7 feet. The Engineer will place across the pavement, perpendicular to travel with at least one bearing point on either side of a rut. The straightedge is properly located when sliding it along its axis does not change these contact points. The Engineer will measure rut depth at the greatest distance from the bottom of the straightedge to the bottom of the paved rut.
- g. Any amount of alligator and/or block cracking is unacceptable, and must be removed and replaced as directed by the Engineer.

**Table 2: Suggested Corrective Actions**

Condition Parameter	Recommended Action
Transverse cracking	Seal, or cut/seal (per Engineer direction)
Longitudinal cracking	Seal, or cut/seal (per Engineer direction)
De-bonding	Mill, resurface affected courses
Raveling	Mill, resurface affected courses
Flushing	Mill, resurface affected courses
Rutting	Microsurface or mill/resurface (a)
Alligator or block cracking	Remove and replace (b)
Note: The actual fix approved by the Engineer may differ from these suggestions.	
a.	The Engineer's recommended action depends on rut depth.
b.	Removal and replacement will be required for any areas exhibiting alligator or block cracking to the extent and depth of the cracking.



**LOWELL CITY ADMINISTRATION**  
**INTER OFFICE MEMORANDUM**

**DATE:** October 2, 2019

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

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

**RE:** Resolution 34-19 Sewer Truck

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In the current approved budget, funds were set aside to correct an accounting task that has been a nuisance for City staff. Currently, usage of our equipment is charged a rental amount for time used and set forth by the Michigan Department of Transportation. The rental amounts are allocated to the Equipment Fund, and funds can be used for maintenance and purchase of equipment and fleet.

Years ago, the city chose to have the water fund purchase a vehicle that the sewer fund paid rental rates on when used for those tasks. When that truck was to the point it needed to be replaced, the sewer fund bought the next truck (in 2018) and the water fund pays rentals when used for sewer tasks.

The problem lies when staff accounts for rentals. Since every other piece of equipment is charged to the equipment fund, this vehicle isn't always properly tracked and later we have to correct this.

All equipment rentals should be charged to the equipment fund and all equipment should be purchased from the Equipment Fund. In most cities in Michigan this is common practice. We currently don't charge rentals of police cars. However, we are looking at adding this so the Equipment Fund purchases police vehicles.

In order for the Equipment Fund to charge rentals for the sewer truck, it has to be purchased by the Equipment Fund. We have budgeted the depreciated value of the truck and utility box in the amount of \$57,310 to be paid to the Wastewater Fund from the Equipment Fund.

This will alleviate headaches for all our staff in tracking equipment usage properly. Resolution 34-19 allows this correction to be made. **I recommend the Lowell City Council approve Resolution 34-19 and have the Equipment Fund purchase truck W-21 from the Wastewater Fund at a cost not to exceed \$57,310.**

**CITY OF LOWELL  
KENT COUNTY, MICHIGAN**

**RESOLUTION NO. 34-19**

**RESOLUTION APPROVING THE TRANSFER OF A  
TRUCK INCLUDING DUMP BODY FROM THE CITY'S  
WASTEWATER FUND TO THE CITY'S EQUIPMENT  
FUND AND OTHER MATTERS RELATED THERETO**

Councilmember \_\_\_\_\_, supported by Councilmember \_\_\_\_\_,  
moved the adoption of the following resolution:

**WHEREAS**, the City purchased with funds provided by the Wastewater Fund, Fund 590 (the "Wastewater Fund"), a 2018 Chevrolet 3500HD Truck, VIN 1GC5KYCY2JZ213528, including dump body (the "Truck") which Fund indicates a current depreciated value of \$57,310; and

**WHEREAS**, the Truck is currently treated as an asset of the Wastewater Fund; and

**WHEREAS**, the City has determined that the Truck should more appropriately be an asset of the Equipment Fund, Fund 661 (the "Equipment Fund") and that to accomplish this the Equipment Fund should "purchase" the Truck from the Wastewater Fund for \$57,310 and the various City Departments shall pay the Equipment Fund a rental amount for use of the Truck.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the Truck shall be transferred from an asset of the Wastewater Fund to an asset of the Equipment Fund and the depreciated value of the Truck, i.e. \$57,310, shall, upon such transfer, be debited from the Equipment Fund and credited to the Wastewater Fund.

2. That upon transfer of the Truck to the Equipment Fund, the various City Departments shall pay the Equipment Fund a rental amount for use of the Truck at the rate established from time to time.

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

YEAS: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

NAYS: Councilmembers \_\_\_\_\_

ABSTAIN: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

Dated: October 7, 2019

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

**CERTIFICATION**

I, the undersigned City Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on October 7, 2019, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 7, 2019

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

# Memorandum



**DATE:** October 3, 2019

**TO:** Michael Burns, City Manager

**FROM:** Daniel Czarnecki, Public Works Director

**PUBLIC WORKS**

**RE: MDOT Trunkline Maintenance Contract**

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The City of Lowell performs work on Main St./M-21. This street is an MDOT trunkline. Work performed here must meet MDOT requirements in order for the City of Lowell to receive reimbursement from MDOT for the work. Some of the work the DPW performs that can be reimbursed includes painting of the crosswalks and parking spaces, snow removal from along the side of the street, snow removal from the sidewalks over the bridges, and other activities requested by MDOT. In order to access the reimbursement funds the City needs to authorize and sign a standard Trunkline Maintenance Contract with MDOT.

MDOT requires the city to authorize an official to sign the document, via a certified resolution.

**Recommended Motion:** That the Lowell City Council adopt Resolution 35-19, approving the MDOT State Trunkline Maintenance Contract, and authorizes Mr. Michael Burns, City Manager, to act as agent on behalf of the City of Lowell to sign the contract documents with MDOT, Contract #2019-0720, for Trunkline maintenance.

**CITY OF LOWELL  
KENT COUNTY, MICHIGAN**

**RESOLUTION NO. 35-19**

**RESOLUTION TO APPROVE THE MDOT STATE TRUNKLINE CONTRACT  
AND AUTHORIZE THE LOWELL CITY MANAGER TO SIGN THE CONTRACT  
(CONTRACT #2019-0720)**

Councilmember \_\_\_\_\_, supported by Councilmember \_\_\_\_\_,  
moved the adoption of the following resolution:

**WHEREAS**, the City of Lowell maintains portions of M-21 within the City of Lowell for the Michigan Department of Transportation (MDOT) under their State Trunkline Maintenance Contract.

**WHEREAS**, the City of Lowell can receive funding from the Michigan Department of Transportation (MDOT) for this maintenance work.

**WHEREAS**, MDOT requires a formal authorization from the public agency indicating who is authorized to sign the contracts.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

That the City has approved the MDOT State Trunkline Maintenance Contract and authorizes Mr. Michael Burns, City Manager, to act as agent on behalf of the City of Lowell to sign the contract documents with MDOT, Contract #2019-0720, for Trunkline maintenance.

YEAS: Councilmembers \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers \_\_\_\_\_

ABSTAIN: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

Dated: October 7, 2019

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



## **CERTIFICATION**

I, the undersigned City Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on October 7, 2019, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 7, 2019

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Susan Ullery, City Clerk

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**STATE TRUNKLINE MAINTENANCE CONTRACT**  
**CITY OF LOWELL**

This Contract, made and entered into this date of \_\_\_\_\_, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the

City of Lowell.

**RECITALS:**

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

**Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES**

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

## Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
  - 1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
  - 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
  - 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
  - 1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.
3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

### **Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK**

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

### **Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR**

The Municipality hereby designates Michael Burns, City Manager, as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

### **Section 5. SUPERVISION**

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): Daniel Czarnecki, Public Works Director

Signal/Electrical Superintendent: N/A

Storm Sewer Superintendent: N/A

Other (Specify): N/A

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

## **Section 6. WAGE SCHEDULE**

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

See Union Agreement

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

## **Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS**

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

## Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

### FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>
N/A				

Insert above, the following applicable number(s):

\*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

## **Section 9. SUBCONTRACTS**

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.



Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

**The subcontract solicitation and approval process will be as follows:**

- A. **Subcontracts \$24,999 or less:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

**State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.**

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

#### **Section 10. NON-DISCRIMINATION**

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

#### **Section 11. ANTI-KICKBACK**

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

#### **Section 12. SCOPE OF CONTRACT**

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

#### **Section 13. INSURANCE**

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General  
Division Chief  
Transportation Division  
Van Wagoner Building - 4<sup>th</sup> Floor  
425 West Ottawa Street  
P.O. BOX 30050  
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

#### **SECTION 14. WORKERS' DISABILITY COMPENSATION**

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

## **SECTION 15. BUDGET GUARANTEE**

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

## SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
  - 1. **Bulk Items (measured by volume or weight):**  
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

## **SECTION 17: ELECTRONIC FUNDS TRANSFER**

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website ([www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS)).

## **SECTION 18: SNOW HAULING**

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of \_\_\_\_\_ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

## **SECTION 19: PAVEMENT MARKING**

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

## **SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS**

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.



## **SECTION 21: TREES AND SHRUBS**

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

## **SECTION 22: EQUIPMENT LIST**

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

## **SECTION 23: RECORDS TO BE KEPT**

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
  1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
  2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.

- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

#### **SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT**

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

#### **SECTION 25: CONTRACT REVIEW AND RESPONSE**

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

## SECTION 26: DISPUTE RESOLUTION PROCESS

### A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

**B. Review Disputes**

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

**Injunctive Relief**

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

#### **SECTION 27: TERM OF CONTRACT**

This Contract will be in effect from October 1, 2019 through September 30, 2024.

#### **SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT**

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

#### **SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION**

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

## **SECTION 30: CONTRACTUAL INTERPRETATION**

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

**SECTION 31: AUTHORIZED SIGNATURE(S)**

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF LOWELL

BY: \_\_\_\_\_  
TITLE:

BY: \_\_\_\_\_  
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
TITLE: MDOT Director



**APPENDIX A**  
**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**MUNICIPALITY CONTRACT**  
**DEFINITIONS**

**ANNUAL WORK PLAN:** A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

**BUDGET/FIELD ACTIVITY BUDGET:** Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

**CHEMICAL STORAGE FACILITIES:** Bulk salt storage buildings.

**COMPONENTS OF AN ANNUAL WORK PLAN:** An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

**DEPARTMENT:** Means the Michigan Department of Transportation.

**MDOT APPEAL PANEL:** A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

**EQUIPMENT SPECIFICATIONS AND RENTALS:** An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

**MICHIGAN STATE TRANSPORTATION COMMISSION:** The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

**OFFICE OF COMMISSION AUDIT (OCA):** The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

**REGION ENGINEER:** The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

**RESPONSE:** A written explanation as to any questioned item of expense

**SCHEDULE C EQUIPMENT RENTAL RATES:** The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

**SMALL HAND TOOLS:** Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

**STATE ADMINISTRATIVE BOARD:** The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

**STATE TRUNKLINE HIGHWAY:** A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

**WINTER MAINTENANCE:** Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

## APPENDIX B

### MICHIGAN DEPARTMENT OF TRANSPORTATION

#### MUNICIPALITY CONTRACT

#### OVERHEAD SCHEDULE

Effective October 1, 2019, through September 30, 2024

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

**APPENDIX C**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

## **APPENDIX D**

### **STATE ADMINISTRATIVE BOARD RESOLUTION 2017-2 PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS AND RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.

2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.

3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.

4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a



written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



## APPENDIX E

### SUBCONTRACT REQUIREMENTS

#### SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

### Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none"><li>• Region Engineer approval required prior to start of work.</li><li>• Form 426 must be signed by the Region Engineer.</li><li>• Documentation of amendment is required by the Municipality.</li><li>• Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.</li></ul>	\$499,999 or less	<p>Not required</p> <p><b>Note:</b> Emergency contracts \$250,000 or greater require SAB approval.</p>
	\$500,000 or greater	<p>Required prior to the start of work</p> <p><b>Note:</b> When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.</p>

**Definition of Term:** Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

April 25, 2017



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
**DEPARTMENT OF TRANSPORTATION**  
LANSING

PAUL C. AJEGBA  
DIRECTOR

**APPENDIX F**

**SAMPLE: Letter of Understanding**

Date

Contract Agency Name  
Address  
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan  
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear \_\_\_\_\_:

This Letter of Understanding is in follow up to our recent meeting held on \_\_\_\_\_ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of \_\_\_\_\_. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name  
Maintenance Engineer  
MDOT \_\_\_\_\_ TSC

**APPROVED BY:**

City of \_\_\_\_\_ agrees to the terms and conditions stated in this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Name, Title

**APPROVED BY:**

\_\_\_\_\_  
Region Engineer  
Michigan Department of Transportation

Date \_\_\_\_\_

## APPENDIX G

### Non-Winter Maintenance Activity & Level of Service Priority

**For the purposes of defining priority levels, the following guidance is suggested:**

**"Critical"** work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ *inches* or replacing a collapsed culvert.

**"High Priority"** work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

**"Routine/Preventive"** work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

#### **Priority Group 1:**

Traffic Signal Energy  
Facility Utilities  
Freeway Lighting Energy  
Operation of Pump Houses  
Operation of Movable Bridges  
Auto Liability Insurance (county contracts)  
Supervision (county contracts)  
Roadway Inspection (minimum acceptable level- county contracts)  
Billable Construction Permits  
Equipment Repair and Servicing  
Fuel  
Critical Surface Maintenance  
Critical Guardrail Repair  
Critical Sign Replacement  
Critical Drainage Repair  
Critical Traffic Signal Repair  
Critical Freeway Lighting Repair  
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)  
Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges  
Critical Pump House Maintenance  
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")  
Critical Impact Attenuator Repair  
Clear Vision Area Mowing  
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)  
Rest Area and Roadside Park Maintenance

**Priority Group 2:**

High Priority Surface Maintenance  
High Priority Guardrail Repair  
High Priority Sign Replacement  
High Priority Drainage Repair  
High Priority ROW Fence Repair  
High Priority Shoulder Maintenance  
High Priority Structural Maintenance  
Adopt-A-Highway  
Youth Corps in designated urban areas  
Mowing (First Cycle)  
Freeway Slope Mowing in designated urban areas  
Litter Pickup in designated urban areas  
Graffiti Removal in designated urban areas  
Freeway Lighting Maintenance & Repair

**Priority Group 3:**

Mowing (Additional Cycles)  
Brushing  
Sweeping, beyond critical drainage areas  
Litter Pickup, outside designated urban areas  
Graffiti Removal, outside designated urban areas  
Routine/Preventive Surface Maintenance  
Routine/Preventive Guardrail Repair  
Routine/Preventive Sign Replacement  
Routine/Preventive Drainage Repair  
Routine/Preventive Shoulder Maintenance  
Routine/Preventive Structural Maintenance  
Routine/Preventive Pump House Maintenance  
Routine/Preventive Traffic Signal Maintenance  
Youth Corps outside of designate urban areas  
Non-motorized path maintenance



LOWELL CITY ADMINISTRATION  
INTER OFFICE MEMORANDUM

DATE: October 2, 2019  
TO: Michael T. Burns, City Manager MS  
FROM: Steven Bukala, Police Chief  
RE: City Hall LED Lighting

---

I have sent out a request for proposal to have the remaining light ballast in City Hall and the Council Chambers converted over to LED lighting in an attempt to lower the city energy bill. I requested RFP's to Lite's Plus, Flat River Electric, and Rickert Electric. Lite's Plus was the lone bid of \$10,671.90. The original bid included a Lowell Light and Power Rebate of \$1780, however since then Energy Smart has locked in that rebate as \$2620.52. This will bring the overall cost down to \$8051.38. The rebate comes to the city after the installation in the form of a check.

The City budgeted this project in the current fiscal year. **It is my recommendation we proceed with the lone bid of \$10,671.90 from Lite's Plus. Lite's Plus provided the first phase of energy saving bulbs for the police department in 2018, and has provided services for the City of Lowell in the past.**



**LOWELL CITY ADMINISTRATION**  
**INTER OFFICE MEMORANDUM**

**DATE:**           **October 3, 2019**

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

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

**RE:**             **Vaping Facility Moratorium**

---

A request was made to the City Council at the September Planning Commission meeting regarding facilities that sell vaping equipment in the City. They would like the City Council to consider a six month moratorium restricting any more vaping facilities to be opened in the City Limits.

As you are probably aware, Governor Whitmer has restricted the sale of flavored vaping materials in the State of Michigan. There are also now laws being drafted restricting the sale of vaping equipment to minors.

The City Attorney and I have researched this matter with other municipalities in Michigan to see if they are taking any action on this. I am not aware of any municipality taking this matter on.

The current action by the State of Michigan is being legally challenged. My concern is any action the City Council would take on this matter, would be legally challenged. The City Attorney and I are not convinced we would legally be able to place a restriction on this.

While I appreciate the Planning Commission's concern on this, I believe an action such as this would be costly to the City as the vaping lobbyists' would try to seek legal action against us if we moved forward. I believe this is a matter that should be addressed first in the Federal Government and the State of Michigan before us as a municipality look into this further.

**For the time being, I do not recommend the City Council take any action on this matter.**



## APPOINTMENTS

	Expires
Construction Board of Appeals Vacancy (Dan DesJarden – Resigned)	01/01/2019
Downtown Development Authority Vacancy (April McClure – Resigned)	01/01/2022
Planning Commission Vacancy (Tony Ellis – Currently Serving)	06/30/2019
Vacancy (Michael Gadula – Currently Serving)	06/30/2019