



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

CITY OF LOWELL
CITY COUNCIL AGENDA
TUESDAY, FEBRUARY 19, 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 minutes of the regular and closed City Council meetings of February 4, 2019.
 - Authorize payment of invoices in the amount of \$141,891.85.

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. Unity School
5. NEW BUSINESS
 - a. Lowell Historical Museum Presentation
 - b. Public Hearing – Industrial Development District – King Milling
 - c. BHS Health Insurance Administrator
 - d. FY 2020 Budget Calendar
 - e. Resolution 09-19 – Installment Purchase Agreement to Finance the Cost of a Control Panel/PRU
 - f. Resolution 10-19 – Approving and Authorizing Execution of an Installment Purchase Agreement Payment Agreement with the Lowell Board of Light and Power
 - g. Notice to Terminate 1927 Village of Lowell/Michigan Bell Telephone Company (not AT&T) Joint Use Pole Agreement.
6. BOARD/COMMISSION REPORTS
7. MONTHLY REPORTS
8. MANAGER'S REPORT
9. APPOINTMENTS
10. COUNCIL COMMENTS
11. ADJOURNMENT

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



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

MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Tuesday, February 19, 2019

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
2. CONSENT AGENDA

- Approval of the Agenda.
- Approve and place on file the minutes of the February 4, 2019 Regular and Closed City Council meeting.
- Authorize payment of invoices in the amount of \$141,891.85.

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. Unity School

5. NEW BUSINESS

- a. Lowell Historical Museum Presentation. Lisa Plank, Director of the Lowell Historic Museum, will be present to present an annual report.
- b. Public Hearing – Industrial Development District – King Milling. Memo is provided by City Manager Mike Burns.

Recommended Motion: Since this is a policy decision of the Council, I will not provide a recommendation on this. However, this has been an established past practice and has been beneficial to businesses seeking IFTC's. If the City Council wishes to approve this then Resolution 08-19 is being presented for your consideration.

- c. BHS Health Insurance Administrator. Memo is provided by City Manager Mike Burns.

Recommended Motion: That the City use BHS as our benefits administrator for our employee insurance plans.

- d. FY 2020 Budget Calendar. Memo is provided by City Manager Mike Burns.

Recommended Motion: That the budget calendar is approved as presented.

- e. Resolution 09-19 – Installment Purchase Agreement to Finance the Cost of a Control Panel/PRU.

Memo is provided by Lowell Light and Power General Manager Steve Donkersloot.

Recommended Motion: That the Lowell City Council approve Resolution 09-19.

- f. Resolution 10-19 – Approving and Authorizing Execution of an Installment Purchase Agreement Payment Agreement with the Lowell Board of Light and Power. Memo is provided by Lowell Light and Power General Manager Steve Donkersloot.

Recommended Motion: If the City Council approves Resolution 09-19, it is the LL&P Board's recommendation that the City Council approves Resolution 10-19, an Installment Purchase Agreement Payment Agreement with the LL&P Board, which states that it is LL&P's responsibility to make the required debt service payments of the IPA to Macatawa Bank on the City's behalf.

- g. Notice to Terminate 1927 Village of Lowell/Michigan Bell Telephone Company (not AT&T) Joint Use Pole Agreement. Memo is provided by Lowell Light and Power General Manager Steve Donkersloot.

6. BOARD/COMMISSION REPORTS

7. MONTHLY REPORTS

8. MANAGER'S REPORT

9. APPOINTMENTS

10. COUNCIL COMMENTS

11. ADJOURNMENT

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, FEBUARY 04, 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 Mike DeVore and City Clerk Susan Ullery called roll.

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

Absent: None.

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

Mayor DeVore then turned the microphone over to Officer Justin Brown.

Officer Justin Brown stated that he accepted a job in Grandville and will be resigning from the City of Lowell Police Department and thanked Chief Bukala, the Police Department, the City and the great citizens for allowing him to serve them.

2. APPROVAL OF THE CONSENT AGENDA.

- Approval of the Agenda.
- Approve and place on file the City Council/Planning Commission Joint Meeting minutes and the Regular Minutes of the January 22, 2019 City Council meeting.
- Authorize payment of invoices in the amount of \$312,434.24.

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

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

NO: None.

ABSENT: None.

MOTION CARRIED.

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

There were none.

4. OLD BUSINESS.

a. Saw Grant

City Manager Michael Burns stated that last Friday, they had met with Prein and Newhof and were able to see the first draft of the capital improvement plan to where we can tie in the sanitary storm sewer improvements along with water main improvements and some road improvements. This is a small portion of what the entire plan encompasses but this small portion will start giving us an idea as to where we can go

forward. Burns then showed a map of the City that detailed the area's that need project repairs and improvements, what areas we can do projects on and in what priority of importance.

It was a general consensus of the City Council members to continue working on this and collect more data so we keep moving forward. Also looking at putting this SAW Grant on the November ballot.

5. **NEW BUSINESS.**

a. **Presentation on Lowell Township Water and Sewer Rates.**

City Manager Michael Burns explained last year we received an inquiry from Lowell Township to investigate a significant spike in the calculation of their sewer rates in a two-year period. We asked Peter Haefner to analyze this and found they had been miscalculated in accordance to the water and sewer rate methodologies set forth in our agreements with Lowell Township.

Haefner then showed a power point and explained the findings along with the corrections that will be made.

b. **RFP for Riverwalk Park Property.**

Mayor DeVore opened the Public Hearing.

There were no comments.

Mayor DeVore closed the Public Hearing.

City Manager Michael Burns stated for the past year, he has been working with developers interested in redeveloping the Unity School Property. As part of their proposed project, they requested a 263.3' X 7' piece of property along the eastern region of the Riverside Park property to facilitate their development.

Our City Charter requires a vote of the people to sell, transfer or dispose of any property in a Master Plan of the City. Currently, Riverside Park is in the Parks and Recreation Master Plan. The requested portion of property that is technically in the plan, however, is undeveloped property. If a sale were to occur, this portion must be removed from the Parks and Recreation Master Plan.

If the portion of property were to be sold, transferred or disposed of, there is another issue to address. In 2012, the City of Lowell received a Michigan Department of Natural Resources Trust Fund Grant to redevelop the path and the boat launch at Riverside Park. A condition of receiving this grant requires the park remain in perpetuity or the grant money received must be returned. However, over time, the DNR recognizes situations such as private development encroaching park property. The DNR allows a land transfer component whereby the municipality receives new land to use as park property in exchange for the land where the Trust Fund Grant was provided for. In addition, the value/size of land must be equal to or greater than the land being removed from the affected park.

Burns continued stating in October he presented this project to the City Council and there was interest. He was directed by them to write an RFP, and at some point set a meeting with the Parks and Recreation Commission to discuss this and that meeting did occur.

The RFP was purposely written prior to a joint meeting so we can review all possibilities coming in and have officially requested information to consider and move forward on this process. This RFP was difficult to develop as the steps provided in the Charter must be followed. This parcel of property being considered is a non-conforming parcel and can never be sold on its own per the Michigan Land Division Act, the parcel must be adjacent to a contiguous property and added to it. The RFP was worded in a way to address the City Charter and the Land Division Act concerns.

On November 29, 2018 the City received one bid from the RFP. This bid was from Unity School Investors, LLC., these two individuals approached the City in October regarding this project. They are proposing to transfer a 48' X 67' parcel or 3,216 sq. ft. of property owned by them to be transferred to the City as park property in return for the 263.2' X 7' ft. of property at Riverside Park. In October, there was discussion about possibly vacating High Street for the development. This has not been formally requested to the City Council at this time nor was it part of the RFP process. It may be requested at a later date.

Burns continued stating discussion since November has been regarding the surrounding parcels of the development. Currently Unity School Investors own the property south of the proposed development at 238 High Street. There is also concern about boat traffic to the launch and if the development restricts that. Unity School investors are willing to work with the City on ensuring a win-win for all involved. There has been concern about addressing these ancillary issues in one occurrence rather than in tandem before the requested transfer occurs. This request on removing the parcel and accepting the new parcel as park property in to the Parks and Recreation Master Plan was not recommended by the Park and Recreation Commission at their January 15, 2019 meeting. While the consensus of the Park and Rec Commission was supportive of the development, they would like to see all of the ancillary issues resolved prior to the transfer.

The developer recognizes the ancillary issues pertaining to the development and is supportive of working through the City's concerns, however, they need the seven feet of property to begin development. They want to begin construction of 14 condominiums facing the Flat River immediately. Their concern is addressing these issues at one time will stall them in moving forward. If they have to wait, there is a strong indication this project will not occur. Hence, the property has been lying vacant for fifteen years, it might be a long period of time before it would otherwise.

If the City is interested in moving forward on this development in the manner requested, the steps of removing it from the Parks and Recreation Master Plan and addressing the DNR Trust Fund issues must occur. The public hearing for this meeting is a required step to this. The next action is the City Council must decide if they wish to remove the parcel from the Park and Recreation Plan and add the new parcel to the plan. If this action occurs, the next action would be for a resolution in accordance to the City Charter to transfer the property and accept the new property. This ordinance would need to sit for twenty days and require four of five votes of Council for the transaction to occur.

Burns said it should be noted, in the RFP there was a request to submit a project pro forma and a list of investors only for the City Attorney to review. This has not been provided by the developer as they believe

this is a small transaction and they would not like to submit. The City Attorney has been steadfast with them in requiring them to provide it. They are offering to provide a performance bond to the City to ensure the project occurs as an addendum to the pro forma. If this is satisfactory to the City Council, the City Attorney and I must be directed to accept this.

IT WAS MOVED BY CHAMBERS and seconded by CANFIELD to approve Resolution 07-19 and turn over to the Planning Commission for review.

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

NO: None.

ABSENT: None

MOTION CARRIED.

c. Set Public Hearing – Resolution 06-19 – King Milling Industrial Facility Tax Credit.

IT WAS MOVED BY SALZWEDEL and seconded by CHAMBERS to establish a public hearing at City Council's next meeting to consider the application of King Milling for an industrial Facilities Exemption Certificate.

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

6. BOARD/COMMISSION REPORTS.

Councilmember Salzwedel stated the LCTV Endowment Fund application deadline is Friday, February 8, 2019 at 5:00 p.m. It will be determined to whom the funds are awarded, February 26, 2019.

Mayor DeVore stated the fairgrounds feasibility board met and had a great discussion and a lot of good ideas. DDA meeting is cancelled for February and Fire Authority meeting is Monday, February 11, 2019.

7. MANAGER'S REPORT.

City Manager Mike Burns reported on the following:

- With the cold temperatures last week and the snow, our Department of Public Works worked very hard and continues to provide an excellent standard of service for the City. They are presently short staffed which we will be discussing at the next Committee of the Whole meeting that will be February 19, 2019 at 5:30.
- Officers Dustin Brown and Ian Shear have taken positions with the Grandville Police Department, we thank them for their dedicated service. Next week Police Chief Bukala will have an outside panel who will be interviewing current part time candidates for a full time position. Also we will be interviewing part time police staff. Chief Bukala will temporarily take over the investigations and Gordy Lauren will be on patrol.
- February 5 through February 7, 2018, Rich LaBombard and City Manager Michael Burns will be attending Michigan Municipal Executives Winter Institute in Battle Creek.
- City Manager Michael Burns will be on vacation February 8 through February 18, 2019 for his wedding

and honeymoon.

8. **APPOINTMENTS.**

The Historic District Commission has an appointment opening.
Construction Board of Appeals has an appointment opening.

9. **COUNCIL COMMENTS.**

Councilmember Yankovich stated he had a constructive morning with Rich LaBombard and was shown everything the Department of Public Works does which gave him a great appreciation for all they do.

Councilmember Salzwedel stated they had a great meeting with Lew Bender and is looking forward to next year.

Councilmember Canfield stated he enjoyed the meeting with Cliff Yankovich and Rich LaBombard and they discussed how the culture at the DPW has changed and the City staff in the last couple years has made huge progress, treats our residents well and is getting respect. It is nice to see that change. DPW also is doing a great job with all the winter storms. Canfield thanked City Manager Michael Burns for the presentation on the SAW Grant and stated it is nice to see the results.

Councilmember Chambers stated his wife took a picture of Don DeJong cleaning the sidewalks off with the Zamboni and posted it on the City Facebook Page and received 2078 likes. Thanks to the DPW who are doing an awesome job with the weather.

Mayor DeVore stated he appreciates the DPW and the Police Department all the time and also enjoyed the Lew Bender meeting. Next City Council meeting will be on Tuesday, February 19, 2019 at 7:00.

10. **MOTION TO GO INTO CLOSED SESSION.**

IT WAS MOVED BY CHAMBERS and seconded by CANFIELD to go into closed session @ 8:03 p.m.

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

NO: None. ABSENT: None. MOTION CARRIED.

11. **MOTION TO GO BACK INTO OPEN SESSION**

IT WAS MOVED BY CANFIELD and seconded by CHAMBERS to go back into open session @ 8:40 p.m.

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

NO: None. ABSENT: None. MOTION CARRIED.

IT WAS MOVED BY CANFIELD and seconded by CHAMBERS to approve the salary and wage reopener for the IEBW for vacation and wages.

YES: Councilmember Salzwedel, Councilmember Yankovich, Councilmember Chambers, Councilmember

Canfield, and Mayor DeVore.

NO: None

ABSENT: None.

MOTION CARRIED.

IT WAS MOVED BY YANKOVICH and seconded by CHAMBER to create a position for a Utility Supervisor.

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

12. ADJOURNMENT.

IT WAS MOVED SALZWEDEL and seconded by CHAMBERS to adjourn at 8.42 p.m.

DATE:

APPROVED:

Mike DeVore, Mayor

Susan Ullery, City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 06-19

**RESOLUTION SETTING PUBLIC HEARING TO CONSIDER THE
APPLICATION OF KING MILLING FOR AN INDUSTRIAL FACILITIES
EXEMPTION CERTIFICATE**

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

WHEREAS, Act 198 of the Public Acts of Michigan of 1974, as amended ("Act 198"), authorizes the City to approve applications for Industrial Facilities Exemption Certificates; and

WHEREAS, pursuant to Act 198 and after a duly noticed public hearing held on January 22, 2019, this City Council, by its resolution adopted January 22, 2019, established an Industrial Development District (Plant Rehabilitation District) as legally described in said resolution (the "District") for King Milling (the "Applicant"); and

WHEREAS, the Applicant has filed an application for an Industrial Facilities Exemption Certificate under the provisions of Act 198 for facilities to be located in the District (the "Application"); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That a public hearing shall be held on Tuesday, February 19, 2019, at 7:00 p.m., local time, in the City Hall at 301 E. Main Street, Lowell, Michigan, to consider the Application, at which public hearing the Applicant, the City Assessor, a representative of each taxing unit which levies *ad valorem* property taxes in the City, and residents or taxpayers of the City will be given and afforded an opportunity to be heard.

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

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

YEAS: Councilmember Yankovich, Chambers, Canfield, Mayor DeVore and
Councilmember Salzwedel

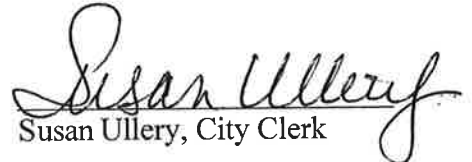
NAYS: Councilmember None

ABSTAIN: Councilmember None

ABSENT: Councilmember None

RESOLUTION DECLARED ADOPTED.

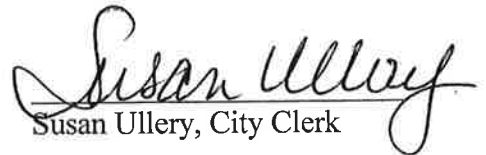
Dated: February 4, 2019


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 meeting held on February 4, 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: February 4, 2019


Susan Ullery, City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

**NOTICE OF PUBLIC HEARING TO CONSIDER APPLICATION FOR AN
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE OF KING
MILLING. TUESDAY, FEBRUARY 19, 2019.**

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

The facilities will be located at 149 Broadway, Lowell, Michigan. The application of King Milling, is on file and available for review in the office of the City Clerk of the City of Lowell.

TAKE FURTHER NOTICE that the public hearing shall be held on Tuesday, February 19 2019 at 7:00 p.m., local time, at the City Hall at 301 E. Main Street in the City, at which time the City Commission shall afford the Applicant, the City Assessor, a representative of each taxing unit which levies *ad valorem* property taxes in the City, and residents and taxpayers of the City an opportunity to be heard regarding the application for an Industrial Facilities Exemption Certificate for the Applicant.

Susan Ullery
City Clerk
City of Lowell

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 07-19

**RESOLUTION APPROVING AND AUTHORIZING THE
PREPARATION OF AN AMENDMENT TO THE PARKS
AND RECREATION MASTER PLAN IN ORDER TO
REMOVE A PORTION OF RIVERSIDE PARK AND TO ADD
A PORTION OF PROPERTY INTO RIVERSIDE PARK**

Councilmember CHAMBERS supported by Councilmember CANFIELD moved the adoption of the following resolution:

WHEREAS, the City Council has been requested to consider removing a portion of property from Riverside Park from the City of Lowell Parks and Recreation Master Plan and to consider adding a new portion of property to Riverside Park to the City of Lowell Parks and Recreation Master Plan; and

WHEREAS, on Tuesday, January 22, 2019, the City Council scheduled a public hearing to be held and on Monday, February 4, 2019, the City Council held a public hearing to consider the request; and

WHEREAS, the proposed Master Plan Amendment is in order to facilitate redevelopment of the Unity School Property.

NOW, THEREFORE, BE IT RESOLVED:

1. That the decision is made to prepare an amendment to the City of Lowell Parks and Recreation Master Plan and to commence the procedure to initiate the removal and addition of properties within Riverside Park and the City of Lowell Parks and Recreation Master Plan, subject to the procedure set forth in the Planning Enabling Act, PA 33 of 2008.

2. That the procedure to remove the following portion of property from Riverside Park from the City of Lowell Parks and Recreation Master Plan is hereby authorized:

PPN: #41-20-02-260-002 Owner – City of Lowell

The portion 263' -2" x 7' (1,842 sf approx.) in the eastern region of the parcel.

3. That the procedure to add the following portion of property from Riverside Park from the City of Lowell Parks and Recreation Master Plan is hereby authorized:

PPN: 41-20-02-260-003 Owner – Unity School Investors LLC

The portion 48' x 67' (3,216 sf approx.) in the southwest region of the parcel.

4. That these actions are designed to facilitate redevelopment of the Unity School Property.

5. That any documentation required to effectuate the procedure is approved with such modifications not materially adverse to the City approved as to content by the City Manager and as to form by the City Attorney.

6. That the Mayor and City Clerk are authorized and directed to execute any documentation related to the procedure for and on behalf of the City.

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

YEAS: Councilmembers Salzwedel, Yankovich, Chambers, Canfield and Mayor
DeVore

NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

RESOLUTION DECLARED ADOPTED.


Dated: February 4, 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 February 4, 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: February 4, 2019


Susan Ullery, City Clerk

User: LORI

EXP CHECK RUN DATES 02/02/2019 - 02/14/2019

DB: Lowell

BOTH JOURNALIZED AND UNJOURNALIZED

PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Invoice	Description	Amount
REFUND TAX	BEACH JEFFREY LLOYD & SARA EILLEN	02/14/2019	2018 Sum Tax Refund 41-20-02-354-017	1,680.78
TOTAL FOR:	BEACH JEFFREY LLOYD & SARA EILLEN			1,680.78
00050	BERNARDS ACE HARDWARE	JAN 2019	STATEMENT OF ACCOUNT	299.58
TOTAL FOR:	BERNARDS ACE HARDWARE			299.58
10686	BETTEN BAKER	125021	FORD EXPLORER 2017 - LPD	46.90
		125344	2008 CHEVY SILVERADO #14	33.50
TOTAL FOR:	BETTEN BAKER			80.40
01916	BS&A SOFTWARE	121605	ANNUAL SERVICE/SUPPORT	5,992.00
		121606	ANNUAL SERVICE/SUPPORT ASSESSING	873.00
TOTAL FOR:	BS&A SOFTWARE			6,865.00
10493	COMCAST CABLE	2/18 - 3/17/2019	CITY HALL CABLE TV	149.85
		2/8 - 3/7/19	CABLE TV	129.85
TOTAL FOR:	COMCAST CABLE			279.70
10499	COMPASS MINERALS	388859	ROAD SALT	3,797.61
TOTAL FOR:	COMPASS MINERALS			3,797.61
10509	CONSUMERS ENERGY	JAN 2019	ACCOUNT STATEMENTS	1,962.55
TOTAL FOR:	CONSUMERS ENERGY			1,962.55
01156	CURTIS CLEANERS	JAN 2019	DRY CLEANING SERVICES	344.25
TOTAL FOR:	CURTIS CLEANERS			344.25
00132	D&D TRUCKING ACQUISITION, LLC	27581	2009 INTL WORKSTAR R & M	350.85
		27592	2009 INTL WORKSTAR R & M	98.80
		27597	2001 INTL DIESEL R & M	100.16
		27655	EQUIP R & M	2,758.96
		27657	EQUIP R & M #37	208.07
TOTAL FOR:	D&D TRUCKING ACQUISITION, LLC			3,516.84
10693	FERGUSON ENTERPIRSES, INC.	0062005	WATER DEPT SUPPLIES	65.77
		0066167	WATER DEPT R & M	495.70
		0066167-1	WATER DEPT R & M	258.08
		0066188	WATER METERS	648.15
TOTAL FOR:	FERGUSON ENTERPIRSES, INC.			1,467.70
10369	FLAT RIVER ELECTRIC LLC	I3056	EQUIP REPAIR	1,049.13
TOTAL FOR:	FLAT RIVER ELECTRIC LLC			1,049.13

User: LORI

EXP CHECK RUN DATES 02/02/2019 - 02/14/2019

DB: Lowell

BOTH JOURNALIZED AND UNJOURNALIZED

PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Invoice	Description	Amount
00711	GERARD, LORI	2/14/2019	CITY HALL SUPPLIES	34.34
TOTAL FOR: GERARD, LORI				34.34
REFUND TAX	HEILER CARL	02/14/2019	2018 Win Tax Refund 41-20-02-127-005	1.66
TOTAL FOR: HEILER CARL				1.66
01970	KCI	199811	ASSESSMENT NOTICES	1,528.14
TOTAL FOR: KCI				1,528.14
00300	KENT COUNTY TREASURER	1/16 - 1/31/19	TAX DISBURSEMENT	15,126.31
TOTAL FOR: KENT COUNTY TREASURER				15,126.31
00303	KENT DISTRICT LIBRARY	1/16 - 1/31/2019	TAX DISBURSEMENT	3,326.56
TOTAL FOR: KENT DISTRICT LIBRARY				3,326.56
10627	KIESLER'S POLICE SUPPLY, INC	IN101335	POLICE EQUIPMENT	510.00
TOTAL FOR: KIESLER'S POLICE SUPPLY, INC				510.00
10641	LA BOMBARD, RICH	02/14/2019	MANAGERS CONFERENCE	106.69
TOTAL FOR: LA BOMBARD, RICH				106.69
10664	LEWIS G. BENDER, PH.D.	2/4/2019	BOARD WORKSHOP	2,578.00
TOTAL FOR: LEWIS G. BENDER, PH.D.				2,578.00
00317	LOWELL AREA CHAMBER	02/06/2019	23RD ANNUAL EXPO FEE	125.00
TOTAL FOR: LOWELL AREA CHAMBER				125.00
00562	LOWELL AREA SCHOOLS	1/16 - 1/31/2019	TAX DISBURSEMENT	49,180.56
TOTAL FOR: LOWELL AREA SCHOOLS				49,180.56
00330	LOWELL LEDGER	JAN 2019	ACCOUNT STATEMENT	670.83
TOTAL FOR: LOWELL LEDGER				670.83
00341	LOWELL LIGHT & POWER	3237	ST LIGHTS/ACCESS PT/HANDBOOK	2,343.47
		JAN 2019	ELECTRIC STATEMENTS	18,372.48
TOTAL FOR: LOWELL LIGHT & POWER				20,715.95
10251	MAG PLUMBING SERVICE LLC	1081	WWTP R & M	233.00
TOTAL FOR: MAG PLUMBING SERVICE LLC				233.00

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INVOICE APPROVAL BY INVOICEREPORT FOR CITY OF LOWELL
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Vendor Code	Vendor Name	Invoice	Description	Amount
REFUND UB	MCGUIRE, MEGAN	02/14/2019	UB refund for account: 5-05180-6	42.19
TOTAL FOR: MCGUIRE, MEGAN				42.19
00424	MML WORKERS' COMP FUND	3018205	WC FUND 18-19 PYMT 4	11,225.00
TOTAL FOR: MML WORKERS' COMP FUND				11,225.00
00426	MODEL COVERALL SERVICE, INC.	JAN 2019	LIBRARY RUGS	255.92
TOTAL FOR: MODEL COVERALL SERVICE, INC.				255.92
01499	NAPA AUTO PARTS	JAN 2019	ACCOUNT STATEMENT	177.42
TOTAL FOR: NAPA AUTO PARTS				177.42
00468	NYE UNIFORM COMPANY	686276	POLICE UNIFORMS	20.50
TOTAL FOR: NYE UNIFORM COMPANY				20.50
00499	PETTY CASH	02/11/2019	PETTY CASH 2/11/2019	62.30
TOTAL FOR: PETTY CASH				62.30
10762	PROFESSIONAL CODE INSPECTIONS OF MI	5934	INSPECTIONS FOR JAN 2019	2,817.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS OF MI				2,817.00
10651	RIVERSIDE MOTOR SPORTS	192449	JD GATOR #8 R & M	329.99
		192474	SNOWBLOWER #69 R & M	47.60
		192490	EDGER R & M	62.26
		192646	SNOWBLOWER #69	53.50
TOTAL FOR: RIVERSIDE MOTOR SPORTS				493.35
10378	RUESINK, KATHIE	01962	CLEANING SERVCIES 1/31 - 2/13/19	420.00
TOTAL FOR: RUESINK, KATHIE				420.00
10316	SCENIC EXPRESSIONS LLC	1642	AIRPORT PLOWING JAN 2019	2,200.00
TOTAL FOR: SCENIC EXPRESSIONS LLC				2,200.00
02575	SELF SERVE LUMBER	JAN 2019	ACCOUNT STATEMENT	6.50
TOTAL FOR: SELF SERVE LUMBER				6.50
00573	SHULTS EQUIPMENT INC.	0004477	CONVEYOR CHAIN - EQUIP	942.00
TOTAL FOR: SHULTS EQUIPMENT INC.				942.00
10341	STATE OF MICHIGAN	551-531720	LIVE SCAN JAN 2019	259.50
		551-531965	SOF REGISTRATION JAN 2019	60.00
TOTAL FOR: STATE OF MICHIGAN				319.50

Vendor Code	Vendor Name	Invoice	Description	Amount
02032	STEALTH PEST MANAGEMENT LLC	JAN 2019	PEST MANAGEMENT	130.00
TOTAL FOR: STEALTH PEST MANAGEMENT LLC				130.00
REFUND UB	STERLY, JOHN	02/14/2019	UB refund for account: 6-01650-5	45.17
TOTAL FOR: STERLY, JOHN				45.17
10543	TRACTOR SUPPLY CREDIT PLAN	JAN 2019	ACCOUNT STATEMENT	113.24
TOTAL FOR: TRACTOR SUPPLY CREDIT PLAN				113.24
00930	TRUCK & TRAILER SPECIALTIES	DSO003860	EQUIP FUND	761.98
TOTAL FOR: TRUCK & TRAILER SPECIALTIES				761.98
10484	VERGENNES BROADBAND	3521-20190214-1	AIRPORT INTERNET	49.99
TOTAL FOR: VERGENNES BROADBAND				49.99
02277	VERIZON WIRELESS	9821255001	STATEMENT 11/30/18 - 12/29/1	40.01
		9823195563	ACCOUNT STATEMENT	40.01
TOTAL FOR: VERIZON WIRELESS				80.02
02203	VISA	JAN 2019	MERCANTILE VISA STATEMENT	4,183.94
TOTAL FOR: VISA				4,183.94
10389	VREDEVELD HAEFNER LLC	4342	W/S RATE CALC/ACCT SERVICES	1,550.00
TOTAL FOR: VREDEVELD HAEFNER LLC				1,550.00
00692	WILLIAMS & WORKS INC.	87001	ENGINEERING SERVICES	515.25
TOTAL FOR: WILLIAMS & WORKS INC.				515.25
TOTAL - ALL VENDORS				141,891.85

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-084.015	DUE FROM FIRE AUTHORITY	COMCAST CABLE	CABLE TV	18.55	72423
101-000-085.000	DUE FROM LIGHT & POWER	COMCAST CABLE	CABLE TV	18.55	72423
101-000-264.003	WORKERS COMP INSURANCE PA	MML WORKERS' COMP FUND	WC FUND 18-19 PYMT 4	11,225.00	72444
	Total For Dept 000			11,262.10	
Dept 101 COUNCIL					
101-101-880.000	COMMUNITY PROMOTION	LOWELL AREA CHAMBER	23RD ANNUAL EXPO FEE	125.00	72418
	Total For Dept 101 COUNCI			125.00	
Dept 172 MANAGER					
101-172-801.000	PROFESSIONAL SERVICES	LEWIS G. BENDER, PH.D.	BOARD WORKSHOP	2,578.00	72437
101-172-864.000	CONFERENCES & CONVENTIONS	VISA	MERCANTILE VISA STATEMENT	1,058.00	72461
101-172-955.000	MISCELLANEOUS EXPENSE	VISA	MERCANTILE VISA STATEMENT	113.47	72461
	Total For Dept 172 MANAGE			3,749.47	
Dept 209 ASSESSOR					
101-209-900.000	PRINTING	KCI	ASSESSMENT NOTICES	1,528.14	72432
	Total For Dept 209 ASSESS			1,528.14	
Dept 215 CLERK					
101-215-730.000	POSTAGE	VISA	MERCANTILE VISA STATEMENT	600.00	72461
101-215-900.000	PRINTING	LOWELL LEDGER	ACCOUNT STATEMENT	670.83	72439
	Total For Dept 215 CLERK			1,270.83	
Dept 253 TREASURER					
101-253-850.000	COMMUNICATIONS	VREDEVELD HAEFNER LLC	W/S RATE CALC/ACCT SERVIC	650.00	72462
	Total For Dept 253 TREASU			650.00	
Dept 265 CITY HALL					
101-265-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH 2/11/2019	13.20	72416
101-265-740.000	OPERATING SUPPLIES	GERARD, LORI	CITY HALL SUPPLIES	34.34	72430
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVCIES 1/31 -	330.00	72450
101-265-850.000	COMMUNICATIONS	COMCAST CABLE	CITY HALL CABLE TV	149.85	72423
101-265-850.000	COMMUNICATIONS	COMCAST CABLE	CABLE TV	18.55	72423
101-265-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ST LIGHTS/ACCESS PT/HANDB	379.24	72441
101-265-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	2,426.84	72440
101-265-930.000	REPAIR & MAINTENANCE	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	81.33	72420
	Total For Dept 265 CITY H			3,433.35	
Dept 276 CEMETERY					
101-276-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	14.99	72420
101-276-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	185.47	72440
	Total For Dept 276 CEMETE			200.46	
Dept 294 UNALLOCATED MISCELLANEOUS					
101-294-955.000	UNALLOCATED MISCELLANEOUS	LOWELL LIGHT & POWER	ST LIGHTS/ACCESS PT/HANDB	362.90	72441
	Total For Dept 294 UNALLO			362.90	
Dept 301 POLICE DEPARTMENT					
101-301-626.000	REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	SOF REGISTRATION JAN 2019	60.00	72454
101-301-626.000	REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	LIVE SCAN JAN 2019	259.50	72454
101-301-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH 2/11/2019	9.53	72416
101-301-744.000	UNIFORMS	CURTIS CLEANERS	DRY CLEANING SERVICES	344.25	72426
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY	POLICE UNIFORMS	20.50	72447
101-301-850.000	COMMUNICATIONS	COMCAST CABLE	CABLE TV	18.55	72423
101-301-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ST LIGHTS/ACCESS PT/HANDB	94.63	72441
101-301-864.000	CONFERENCES & CONVENTIONS	PETTY CASH	PETTY CASH 2/11/2019	31.84	72416
101-301-930.000	R & M EQUIPMENT	KIESLER'S POLICE SUPPLY,	POLICE EQUIPMENT	510.00	72435
101-301-957.000	TRAINING	PETTY CASH	PETTY CASH 2/11/2019	7.73	72416
101-301-981.000	POLICE VEHICLES	VISA	MERCANTILE VISA STATEMENT	26.52	72461
101-301-984.000	EQUIPMENT	VISA	MERCANTILE VISA STATEMENT	173.08	72461
	Total For Dept 301 POLICE			1,556.13	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 305 CODE ENFORCEMENT					
101-305-727.000	OFFICE SUPPLIES	VISA	MERCANTILE VISA STATEMENT	891.08	72461
101-305-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA STATEMENT	211.20	72461
Total For Dept 305 CODE E				1,102.28	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	47.42	72457
101-441-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA STATEMENT	15.78	72461
101-441-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST MANAGEMENT	50.00	72455
101-441-850.000	COMMUNICATIONS	COMCAST CABLE	CABLE TV	18.55	72423
101-441-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ST LIGHTS/ACCESS PT/HANDB	28.56	72441
101-441-864.000	CONFERENCES & CONVENTIONS	LA BOMBARD, RICH	MANAGERS CONFERENCE	106.69	72436
101-441-864.000	CONFERENCES & CONVENTIONS	VISA	MERCANTILE VISA STATEMENT	803.87	72461
101-441-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	306.19	72440
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,127.05	72440
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ST LIGHTS/ACCESS PT/HANDB	1,038.21	72441
101-441-930.000	REPAIR & MAINTENANCE	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	16.99	72420
Total For Dept 441 DEPART				3,559.31	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	187.16	72440
Total For Dept 747 CHAMBE				187.16	
Dept 751 PARKS					
101-751-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	461.52	72440
101-751-930.000	REPAIR & MAINTENANCE	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	56.39	72420
101-751-930.000	REPAIR & MAINTENANCE	VISA	MERCANTILE VISA STATEMENT	59.08	72461
Total For Dept 751 PARKS				576.99	
Dept 757 SHOWBOAT					
101-757-920.000	SHOWBOAT UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	46.76	72440
Total For Dept 757 SHOWBO				46.76	
Dept 790 LIBRARY					
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVCIES 1/31 -	90.00	72450
101-790-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST MANAGEMENT	40.00	72455
101-790-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ST LIGHTS/ACCESS PT/HANDB	126.36	72441
101-790-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,330.03	72440
101-790-930.000	REPAIR & MAINTENANCE	MODEL COVERALL SERVICE, I	LIBRARY RUGS	255.92	72445
Total For Dept 790 LIBRAR				1,842.31	
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	STEALTH PEST MANAGEMENT L	PEST MANAGEMENT	40.00	72455
101-804-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	244.65	72440
Total For Dept 804 MUSEUM				284.65	
Total For Fund 101 GENERA				31,737.84	
Fund 202 MAJOR STREET FUND					
Dept 450 CAPITAL OUTLAY					
202-450-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	ENGINEERING SERVICES	257.63	72463
Total For Dept 450 CAPITA				257.63	
Dept 478 WINTER MAINTENANCE					
202-478-740.000	OPERATING SUPPLIES	COMPASS MINERALS	ROAD SALT	1,898.81	72424
202-478-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	14.99	72457
Total For Dept 478 WINTER				1,913.80	
Total For Fund 202 MAJOR				2,171.43	
Fund 203 LOCAL STREET FUND					
Dept 450 CAPITAL OUTLAY					
203-450-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	ENGINEERING SERVICES	257.62	72463
Total For Dept 450 CAPITA				257.62	
Dept 463 MAINTENANCE					

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-930.000	REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	29.98	72457
	Total For Dept 463 MAINT			29.98	
Dept 478 WINTER MAINTENANCE					
203-478-740.000	OPERATING SUPPLIES	COMPASS MINERALS	ROAD SALT	1,898.80	72424
203-478-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	14.99	72457
	Total For Dept 478 WINTER			1,913.79	
	Total For Fund 203 LOCAL			2,201.39	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	828.44	72440
	Total For Dept 463 MAINT			828.44	
	Total For Fund 248 DOWNTOWN			828.44	
Fund 249 BUILDING INSPECTION FUND					
Dept 371 BUILDING INSPECTION DEPARTMENT					
249-371-802.000	CONTRACTUAL	PROFESSIONAL CODE INSPECT	INSPECTIONS FOR JAN 2019	2,817.00	72448
	Total For Dept 371 BUILDI			2,817.00	
	Total For Fund 249 BUILDI			2,817.00	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 758 DOG PARK					
260-758-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	92.53	72440
	Total For Dept 758 DOG PA			92.53	
	Total For Fund 260 DESIGN			92.53	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	5.99	72420
581-000-802.000	CONTRACTUAL	SCENIC EXPRESSIONS LLC	AIRPORT PLOWING JAN 2019	2,200.00	72451
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	1,050.54	72425
581-000-930.000	REPAIR & MAINTENANCE	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	36.95	72420
581-000-930.000	REPAIR & MAINTENANCE	SELF SERVE LUMBER	ACCOUNT STATEMENT	6.50	72452
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	AIRPORT INTERNET	49.99	72459
	Total For Dept 000			3,349.97	
	Total For Fund 581 AIRPOR			3,349.97	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	COMCAST CABLE	CABLE TV	18.55	72423
590-000-043.000	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	4,864.25	72440
590-000-043.000	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ST LIGHTS/ACCESS PT/HANDB	159.68	72441
590-000-276.000	Sewer	MCGUIRE, MEGAN	UB refund for account: 5-	10.31	72443
590-000-276.000	Sewer Only	STERLY, JOHN	UB refund for account: 6-	45.17	72456
	Total For Dept 000			5,097.96	
Dept 550 TREATMENT					
590-550-930.000	REPAIR & MAINTENANCE	MAG PLUMBING SERVICE LLC	WWTP R & M	233.00	72442
	Total For Dept 550 TREATM			233.00	
Dept 551 COLLECTION					
590-551-850.000	COMMUNICATIONS	VERIZON WIRELESS	ACCOUNT STATEMENT	20.00	72460
	Total For Dept 551 COLLEC			20.00	
Dept 553 ADMINISTRATION					
590-553-801.000	PROFESSIONAL SERVICES	VREDEVELD HAEFNER LLC	W/S RATE CALC/ACCT SERVIC	450.00	72462
	Total For Dept 553 ADMINI			450.00	
	Total For Fund 590 WASTEWA			5,800.96	
Fund 591 WATER FUND					
Dept 000					

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Fund 591 WATER FUND					
Dept 000					
591-000-276.000	Water	MCGUIRE, MEGAN	UB refund for account: 5-	31.88	72443
		Total For Dept 000		31.88	
Dept 570 TREATMENT					
591-570-727.000	OFFICE SUPPLIES	VISA	MERCANTILE VISA STATEMENT	72.89	72461
591-570-740.000	OPERATING SUPPLIES	NAPA AUTO PARTS	ACCOUNT STATEMENT	33.67	72446
591-570-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA STATEMENT	63.97	72461
591-570-850.000	COMMUNICATIONS	COMCAST CABLE	CABLE TV	18.55	72423
591-570-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ST LIGHTS/ACCESS PT/HANDB	153.89	72441
591-570-850.000	COMMUNICATIONS	VERIZON WIRELESS	ACCOUNT STATEMENT	20.01	72460
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	912.01	72425
591-570-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	5,217.80	72440
		Total For Dept 570 TREATM		6,492.79	
Dept 571 DISTRIBUTION					
591-571-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	86.94	72420
591-571-740.000	OPERATING SUPPLIES	FERGUSON ENTERPIRSES, INC	WATER DEPT SUPPLIES	65.77	72428
591-571-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA STATEMENT	95.00	72461
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	STATEMENT 11/30/18 - 12/2	40.01	72460
591-571-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC STATEMENTS	1,053.79	72440
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON ENTERPIRSES, INC	WATER DEPT R & M	495.70	72428
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON ENTERPIRSES, INC	WATER METERS	648.15	72428
591-571-930.000	REPAIR & MAINTENANCE	FERGUSON ENTERPIRSES, INC	WATER DEPT R & M	258.08	72428
		Total For Dept 571 DISTRI		2,743.44	
Dept 573 ADMINISTRATION					
591-573-801.000	PROFESSIONAL SERVICES	VREDEVELD HAEFNER LLC	W/S RATE CALC/ACCT SERVIC	450.00	72462
		Total For Dept 573 ADMINI		450.00	
		Total For Fund 591 WATER		9,718.11	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-802.000	CONTRACTUAL	BS&A SOFTWARE	ANNUAL SERVICE/SUPPORT	5,992.00	72422
636-000-802.000	CONTRACTUAL	BS&A SOFTWARE	ANNUAL SERVICE/SUPPORT AS	873.00	72422
		Total For Dept 000		6,865.00	
		Total For Fund 636 DATA P		6,865.00	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-740.000	OPERATING SUPPLIES	FLAT RIVER ELECTRIC LLC	EQUIP REPAIR	1,049.13	72429
661-895-741.000	FUEL	NAPA AUTO PARTS	ACCOUNT STATEMENT	68.17	72446
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	FORD EXPLORER 2017 - LPD	46.90	72421
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	2008 CHEVY SILVERADO #14	33.50	72421
661-895-930.000	REPAIR & MAINTENANCE	D&D TRUCKING ACQUISITION,	2001 INTL DIESEL R & M	100.16	72427
661-895-930.000	REPAIR & MAINTENANCE	D&D TRUCKING ACQUISITION,	2009 INTL WORKSTAR R & M	98.80	72427
661-895-930.000	REPAIR & MAINTENANCE	D&D TRUCKING ACQUISITION,	2009 INTL WORKSTAR R & M	350.85	72427
661-895-930.000	REPAIR & MAINTENANCE	D&D TRUCKING ACQUISITION,	EQUIP R & M	2,758.96	72427
661-895-930.000	REPAIR & MAINTENANCE	D&D TRUCKING ACQUISITION,	EQUIP R & M #37	208.07	72427
661-895-930.000	REPAIR & MAINTENANCE	NAPA AUTO PARTS	ACCOUNT STATEMENT	75.58	72446
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	EDGER R & M	62.26	72449
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	SNOWBLOWER #69	53.50	72449
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	JD GATOR #8 R & M	329.99	72449
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	SNOWBLOWER #69 R & M	47.60	72449
661-895-930.000	REPAIR & MAINTENANCE	SHULTS EQUIPMENT INC.	CONVEYOR CHAIN - EQUIP	942.00	72453
661-895-930.000	REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	5.86	72457
661-895-930.000	REPAIR & MAINTENANCE	TRUCK & TRAILER SPECIALTI	EQUIP FUND	761.98	72458
		Total For Dept 895 FLEET		6,993.31	
		Total For Fund 661 EQUIPM		6,993.31	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	15,126.31	72433
703-000-223.000	DUE TO LIBRARY	KENT DISTRICT LIBRARY	TAX DISBURSEMENT	3,326.56	72434
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	49,180.56	72438
703-000-275.000	DUE TO TAXPAYERS	BEACH JEFFREY LLOYD & SAR	2018 Sum Tax Refund 41-20	1,680.78	72419
703-000-275.000	DUE TO TAXPAYERS	HEILER CARL	2018 Win Tax Refund 41-20	1.66	72431
Total For Dept 000				69,315.87	
Total For Fund 703 CURREN				69,315.87	

02/14/2019 03:34 PM
User: LORI
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
EXP CHECK RUN DATES 02/02/2019 - 02/14/2019
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 6/6

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
<hr/>					
Fund Totals:					
			Fund 101 GENERAL FUND	31,737.84	
			Fund 202 MAJOR STREET FUN	2,171.43	
			Fund 203 LOCAL STREET FUN	2,201.39	
			Fund 248 DOWNTOWN DEVELOP	828.44	
			Fund 249 BUILDING INSPECT	2,817.00	
			Fund 260 DESIGNATED CONTR	92.53	
			Fund 581 AIRPORT FUND	3,349.97	
			Fund 590 WASTEWATER FUND	5,800.96	
			Fund 591 WATER FUND	9,718.11	
			Fund 636 DATA PROCESSING	6,865.00	
			Fund 661 EQUIPMENT FUND	6,993.31	
			Fund 703 CURRENT TAX COLL	69,315.87	
				<hr/>	
				141,891.85	



LOWELL CITY COUNCIL

MEMORANDUM

DATE: February 4, 2019

TO: Mayor DeVore and Lowell City Council

FROM: Michael T. Burns, City Manager 

RE: Industrial Development District – King Milling

We received an Industrial Facility Tax Credit (IFTC) application for the new construction of a 41,000 sq. ft. facility to pack and warehouse packaged flour at 149 S. Broadway, King Milling. This property is located on the former Michigan Wire Property.

As you recall, we have created an Industrial Development District for this parcel at the January 22, 2019 City Council meeting.

The City Council is being questioned if they would be interested in considering a request for an Industrial Facility Tax Credit to King Milling for the new facility. If interested, the attached resolution would need to be approved.

If the Council is in favor of this, the City Attorney and I will begin the process to formally establish the district and formally introduce the IFTC request. IFTC's are abatement of 50% of real and personal property taxes on the new investment. Since the State of Michigan will have completely phased out the personal property tax on all property in 2023, the impact to the applicant is the real property on the new expansion.

King Milling has received IFTC's in the past. During my tenure, we have provided IFTC's to Litehouse and Big Boiler Brewing. IFTC's may be established for up to 12 years. My recommendation has been to initially grant a five-year IFTC, and then have the applicant return for the remaining seven years. This ensures the applicant has been compliant (i.e. proper documentation necessary for the abatement, along with assurances they have been paying taxes timely).

King Milling meets the legal requirements to be considered for the IFTC. This project's revenue would be captured by the Downtown Development Authority and would not have a negative impact to the tax base. However, the DDA would only capture 50% of the new taxable value of this project (except schools) during this abatement period.

Since this is a policy decision of the Council, I will not provide a recommendation on this. However, this has been an established past practice and has been beneficial to businesses seeking IFTC's. If the City Council wishes to approve this then Resolution 08-19 is being presented for your consideration.

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) King Milling Company		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 2041	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 115 S. BROADWAY ST		1d. City/Township/Village (indicate which) Lowell	1e. County Kent
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Lowell 3b. School Code 12	
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. NEW CONSTRUCTION OF 41,000 SQ. FT. BUILDING TO PACK AND WAREHOUSE PACKAGED FLOUR.			
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs * Round Costs to Nearest Dollar		6d. Total of Real & Personal Costs	
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs * Round Costs to Nearest Dollar		6d. Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
Begin Date (M/D/Y) End Date (M/D/Y)			
Real Property Improvements 10-1-2018 7-31-2019		Owned <input checked="" type="checkbox"/> Leased <input type="checkbox"/>	
Personal Property Improvements 10-1-2018 7-31-2019		Owned <input checked="" type="checkbox"/> Leased <input type="checkbox"/>	
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
9. No. of existing jobs at this facility that will be retained as a result of this project. 50		10. No. of new jobs at this facility expected to create within 2 years of completion. -0-	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.			
a. TV of Real Property (excluding land)			
b. TV of Personal Property (excluding inventory)			
c. Total TV			
12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District			
12b. Date district was established by local government unit (contact local unit)		12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name James Doyle	13b. Telephone Number 897-9264	13c. Fax Number 897-4350	13d. E-mail Address jdoyle@KingFlour.com
14a. Name of Contact Person James Doyle	14b. Telephone Number 897-9264	14c. Fax Number 897-4350	14d. E-mail Address jdoyle@KingFlour.com
15a. Name of Company Officer (No Authorized Agents) James Doyle			
15b. Signature of Company Officer (No Authorized Agents) <i>James Doyle</i>		15c. Fax Number	15d. Date 9-26-2018
15e. Mailing Address (Street, City, State, ZIP Code) 115 S. Broadway St.		15f. Telephone Number 897-9264	15g. E-mail Address jdoyle@KingFlour.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		16c. LUCI Code 16d. School Code	
17. Name of Local Government Body		18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 08-19

**RESOLUTION APPROVING APPLICATION OF KING MILLING FOR AN
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE**

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

WHEREAS, Act 198 of the Public Acts of Michigan of 1974, as amended ("Act 198"),
authorizes the City to approve applications for Industrial Facilities Exemption Certificates; and

WHEREAS, pursuant to Act 198 and after a duly noticed public hearing held on February
19, 2019, this City Council by its resolution adopted January 22, 2019 established an Industrial
Development District (Plant Rehabilitation District) as legally described in said resolution (the
"District"); and

WHEREAS, King Milling (the "Applicant") has filed an application for an Industrial
Facilities Exemption Certificate under the provisions of Act 198 for facilities to be located in the
District and this City Council has set this time and date to give the Applicant, the City Assessor, a
representative of each taxing unit which levies *ad valorem* property taxes in the City, and the
residents and taxpayers of the City an opportunity to be heard regarding said application; and

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

WHEREAS, the Applicant, the City Assessor, a representative of the affected taxing units,
and the residents and taxpayers of the City have been given an opportunity to be heard, and the City

Council has considered any objections with regard to the approval of an Industrial Facilities Exemption Certificate for the Applicant.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. That this City Council finds as follows that:

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

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

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

(d) the facilities will not cause the transfer of employment from another governmental unit in the State of Michigan to the City (the facilities will cause the transfer of employment from Lowell, Michigan ("Lowell") to the City and the consent of King Milling to the transfer of employment will be (has been) obtained);

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

2. That the application of the Applicant for an Industrial Facilities Exemption Certificate be and is hereby approved for a period of five (5) years (may approve for up to 12 years).

3. That the date of completion of the facilities subject to the Industrial Facilities Exemption Certificate shall be within two years of the effective date of the Industrial Facilities Exemption Certificate issued pursuant hereto.

4. That the cost of the new facilities to be covered by the Industrial Facilities Exemption Certificate is estimated to be \$5,766,000 (SEV \$5,766,00).

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

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

YEAS: Councilmember _____

NAYS: Councilmember _____

ABSTAIN: Councilmember _____

ABSENT: Councilmember _____

RESOLUTION DECLARED ADOPTED.

Dated: February 19, 2019

Amy Brown
Deputy City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell at a meeting held on February 19, 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: February 19, 2019

Amy Brown
Deputy City Clerk

EXHIBIT A

PROPERTY TAX ABATEMENT AGREEMENT

THIS PROPERTY TAX ABATEMENT AGREEMENT entered into as of February 19, 2019, between the **CITY OF LOWELL**, a Michigan municipal corporation, of 301 E. Main Street, Lowell, Michigan 49331 (the "City"), and King Milling a limited liability corporation, of Lowell Michigan, 49331 (the "Applicant").

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

CITY OF LOWELL

By _____
Mayor

By _____
Deputy City Clerk

By _____

Its _____

EXHIBIT A

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE APPLICATION



LOWELL CITY COUNCIL

MEMORANDUM

DATE: February 5, 2019

TO: Mayor DeVore and the City Council

FROM: Michael T. Burns, City Manager 

RE: BHS Health Insurance Administrator

For a number of years, the City has been serviced by HUB International to administer our Health Insurance plans for our employees. They have serviced our employees well. While they have serviced us over the past year, our Property and Liability Insurance broker, BHS, has approached the City us to have them administer our Health Care plan in addition to our property and liability insurance.

Understand, the agency representing us is paid through the premium we pay to our providers (i.e. Priority Health), so there is no direct payment to the administrator in addition to the insurance premium the City pays.

After meeting several times with BHS, I feel we will receive more value from them than we receive currently. I have met with BHS on a number of occasions over the past year on services they would be able to provide. These services also include, human resource consulting, where we can use them as a resource to assist us with HR related issues such as recruiting and hiring, policies and procedures, performance management and record keeping requirement.

Additionally, they will provide us with is an onboarding/benefit administration system we do not currently have. New and current employees will be able to complete new hire information and make benefits selections online minimizing paperwork for our staff who administers this.

Further, BHS will make sure our benefit plan aligns with our negotiated agreements. Additionally, they already found something incorrect in one of our current agreements.

By the City switching to BHS, this will allow the city to have all of our insurances administered by one firm. This to me makes administering our insurances more streamline by having one firm rather than multiple.

Additionally, it was discussed with BHS the possibility of developing a wellness program for staff with the goal of reducing insurance premiums going forward. This will have no impact on our current insurance coverages as they are licensed to sell Priority Health Insurance. If we were to be administered by BHS at this time, they can allow them to prepare our plan for the upcoming fiscal year.

Charley Schlosser and Greg Herres from BHS will be present to discuss what they can provide the City and answer any questions you may have.

I recommend that the City use BHS as our benefits administrator for our employee insurance plans.



Grandville | Holland | Byron Center | Hudsonville
800.350.7676 | www.bhsins.com

January 3, 2018

Michael Burns, City Manager
City of Lowell
301 East Main Street
Lowell, MI 49331

Re: Consultant/Agent for Employee Benefit Program

Dear Mike,

The intent of this letter is to provide a brief summary of some of the benefits/services that BHS Insurance will provide to the City of Lowell in regards to the City's employee benefit package.

One of the most important benefits that the City will incur as a result of working with BHS is "time".

We will provide an onboarding/benefit administration system. New employees and current employees will be able to complete new hire information and make benefit selections online minimizing paper work for both your office and our office.

BHS will provide HR consulting. One of the benefits of our HR Coach, Denise, has already been demonstrated with the review of your employee handbook. She will be an ongoing resource for the City to utilize for other HR related issues such as recruiting and hiring, policies and procedures, performance management and record keeping requirements.

ACA compliance and reporting. We will distribute the necessary and most important information to your organization to keep the City compliant with the never ending compliance changes.

As the BHS consultant assigned to your group I will continue to offer the service of reviewing your organized labor agreements to make sure that the benefit plans align with the negotiated agreements. Along with this some other services provided will be claims and billing assistance, open enrollment assistance and employee advocacy.

Having been established for over 75 years and having over 130 employees, BHS is extremely well positioned in the marketplace to keep the City informed of all of the latest cutting edge trends, products and services within the insurance industry. We have representation on the Agent Advisory councils for BCBSM, Priority Health and all of the major insurance carriers within the State of Michigan.

If we perform our responsibilities correctly, eventually we will be viewed as an extension of your management team and not merely as a commodity broker.

Please do not hesitate with any questions or concerns that you may have.

I look forward to hearing your Board's response to this information.

Thanks,

A handwritten signature in cursive script that reads "Charley Schlosser". The signature is written in dark ink and is positioned below the word "Thanks,".

Charley Schlosser
BHS Insurance Services

BHS INSURANCE

service team



Charley Schlosser
TEAM LEADER

P: (616) 378 - 7403
E: cschlosser@bhsins.com



Kim Casemier
**LEAD ACCOUNT
MANAGER**

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Denise Neuhaus
**HR COACH &
CONSULTANT**

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Ryan Hall
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COORDINATOR**

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E: rhall@bhsins.com



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**RISK
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Duncan Purvis
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PLAN ADVISOR**

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Lauren Fenech
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COORDINATOR**

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Joanne Duthler
**CERTIFIED MEDICARE
SPECIALIST**

P: (616) 261 - 7330
E: jduthler@bhsins.com



Lee Anne Holzgen
**ENROLLMENT
SPECIALIST**

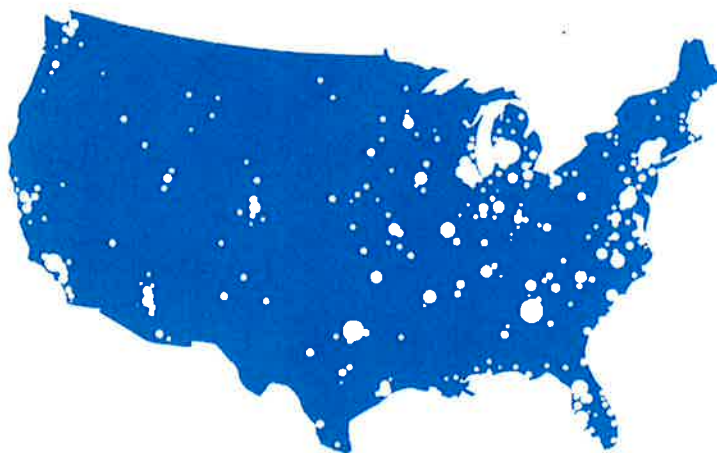
P: (616) 378 - 7410
E: lholzgen@bhsins.com



about

AT BHS INSURANCE

we secure our clients and their assets. We are a leading insurance provider who finds innovative solutions for people who value individualized service and share a passion for helping others. For us, everything rides on relationships and reputation because our clients depend on us to protect their business, employees and families.



WE SERVE OVER **2,400** business clients, over **12,000** personal lines clients for property and casualty insurance and over **700** businesses for employee benefits around the country (reflected on map).

OUR GOAL is to provide a level of service that is unmatched by anyone in the business. Our attention to detail and strong commitment to excellence sets us apart from the competition. With a staff of **120+** professionals that consistently attend training, educational courses and attain various designations, we ensure that our service and industry knowledge is second to none.

BHS IS DEDICATED TO growing with your organization. We have groups that range in size from a few individuals all the way up to **1,000+** lives. We often review your short term plan and benefits design with a long term plan, typically a five-year plan. This allows us to focus on both the short term and long term goals.

approach



RESULTS PLUS

Through our unique, **value added** program, we can better understand your business and your employees.

BHS Insurance can ensure that together, we are providing you with the best benefit and risk management packages to meet not only your employees needs, but also your company's needs. We gather data to learn more about your business and your employees through interviews, focus groups and company meetings including new employee orientations and wellness committee meetings. With this information, we create a service plan, tracked by a service calendar, that can be implemented to create a stronger and more productive organization with happier employees.



scope of services



Human Resources Coach & Consultant

We will conduct an evaluation of the HR functions of your organization and give best practices advice and solutions. Some of the areas we will evaluate include: Recruiting, Hiring, Policies, Performance Management and more.



Wellness Solutions

Wellness benefits refer to the education and activities that your business can implement to promote healthy lifestyles to employees and their families. BHS will customize a wellness program specific to your company healthcare data and employee's needs.



Safety & Loss Control

BHS provides safety and loss control services to our clients. Our experts partner with clients to decrease the likelihood of an accident and thus potentially reduce insurance premiums. We offer Risk Exposure Review including: Injury Reporting and Trend Analysis, OSHA 300 Training, Construction Audits and more.



Financial Services

Choosing and maintaining a Retirement Plan can be a difficult task for any size business. Through BHS Financial Services, we provide employers comprehensive retirement plan consulting.



Technology Solutions

We offer a number of personalized technology solutions for your use that allows you to effortlessly click, connect, communicate, enroll and pay employees. They are designed to offer you time-saving tools and resources that build convenience into managing your everyday work tasks.



ACA Compliance & Reporting

With all of the information circulating about the Affordable Care Act (ACA), BHS constantly monitors articles, press releases, seminars and media outlets for the information that is pertinent for your business. We will distribute the necessary and most important information to your organization through your preferred means of communication.



accolades

Best Practices Agency Since **2000**, BHS has been awarded the title of a Best Practices Agency, an elite group of independent insurance agencies around the U.S. Agencies that earn the prestigious distinction of a "Best Practices Agency" demonstrate a focus on vision, continuous improvement, efficient processes, revenue growth, customer service and satisfaction, and much more.

West Michigan's Best & Brightest Companies to Work For The Best and Brightest Companies to Work For program recognizes companies that deliver exceptional human resource practices and an impressive commitment to their employees. BHS is honored to be a recipient of this award for two successive years, in both **2016 & 2017**.

TESTIMONIALS

"BHS has been wonderful to work with and is always a huge help with any questions we have. BHS seems to go above and beyond other insurance companies in customer service and additional 'perks' it provides to its customers such as complimentary customized reports and training." **—Christine S.**

"We were looking for an insurance agent with experience and results oriented. Berends Hendricks Stuit is responsive and resourceful. They enriched our insurance & risk management, as well as leveraged our employee benefits to offer the best value to our employees." **—Robert M.**

"I've worked with BHS for so many years at different companies [I've worked for]. I don't know how I'd do my job without them. My biggest fear would not be having BHS working for me." **—Sue P.**

business services



ARE YOU READY TO FULLY UNDERSTAND YOUR RISK & MANAGE YOUR COSTS?

Our team of professionals will help your organization assess your risk to create comprehensive insurance and risk management programs through our **no cost** Resultsplus assessment process. BHS is well equipped with all the knowledge & tools to help your business with the following:

- + Bonding
- + Equipment
- + Worker's Compensation / Employer's Liability
- + International
- + Errors & Omissions
- + Cyber Liability / Data Breach
- + Computer Fraud
- + Environmental Liability
- + Product Recall
- + Directors & Officers (D&O)
- + Buildings
- + Builders Risk
- + Equipment Breakdown
- + Computer Coverage
- + Crime / Fiduciary
- + Employee Dishonesty
- + General Liability
- + Motor Truck Cargo—Goods of Others
- + Professional Liability
- + Umbrella / Excess Liability
- + Vehicles / Automobiles



risk management

SAFETY TRAINING, MODULES & PROGRAMS



Let our BHS Risk Management team partner with you to decrease the likelihood of an accident, thus potentially reducing insurance premiums through a comprehensive risk exposure review. Let our experts help you with:

- | | | |
|---|--|--|
| + Hearing Conservation | + Exposure Control Programs | + Control of Hazardous Energy |
| + Violence in the Workplace | + Confined Space Evaluations | + Hazard Communication |
| + Food Service Injury Potential/
Employee Training | + Powered Industrial Lift Truck | + Disaster Planning |
| + Electrical Safety Awareness | + Driver Qualification File Review | + Repetitive Motion Safety |
| + American Heart Association
First Aid, CPR Training | + Claim/Accident Investigations | + Reasonable Suspicion Training
for Supervisors |
| + Construction Safety | + Return to Work Evaluations | + Drug Free Workplace, DOT |
| + Site Evaluations | + OSHA 300 Log | + Personal Protective Equipment |
| | + Injury Reporting & Trend
Analysis | + Prevention of Back Injuries |



employee benefits

+ HR CONSULTING

- Recruiting & Hiring
- Wage & Hour Compliance
- Performance Management
- Policies & Procedures
- Record Keeping Requirements
- Employee Handbook Review

+ WELLNESS SOLUTIONS

- Health Education
- Wellness Fairs
- Screenings
- Customized Programs
- Flu Shots

+ BENEFITS COMMUNICATION

- Client Seminars
- Email Newsletters
- Customized Training for Employees and Supervisors
- Webinars
- Lunch & Learns
- Customized Employee Communication

+ BENEFITS SUPPORT

- New Enrollment Processing
- Claims Assistance
- Open Enrollment Assistance
- Terminations
- Employee Advocacy
- Customized Enrollment Application

+ COMPLIANCE & LEGISLATIVE

- ACA Legislative Updates
- Benefits Administration System
- Survey Benchmarking
- Compliance Checklist & Handbook



LOWELL CITY COUNCIL MEMORANDUM

DATE: February 4, 2019

TO: Mayor DeVore and the City Council

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

RE: FY 2020 Budget Calendar

We are beginning to prepare for the upcoming Fiscal Year 2020 Budget. My responsibility in the City Charter is to provide the council with a balanced budget. I will ensure this occurs by the third Monday in April as the City Charter requires me to.

While it is obviously important to engage with the Council and the general public regarding the proposed budget, I will be holding that session via an all-day budget session on Saturday April 27, 2019. Department Directors will be presenting their budget line item by line item on that day. The Public Hearing for the Budget Hearing will be held on Monday May 20, 2019. The Council can approve the budget that evening or if we need to make changes, we can do so. Listed below are dates you need to be aware of.

- February 20, 2019 to March 26, 2019 – Department Directors prepare and work with the City Manager and City Treasurer on budget work sheets.
- March 26, 2019 – City Manager requires that Department Directors have budget submitted.
- March 26, 2019 to April 9, 2019 – City Manager and City Treasurer review budget requests. City Manager will make modifications as needed.
- April 9, 2017 to April 12, 2019 – Budget will be formalized to publication.
- April 15, 2019 – Budget will be submitted to City Council.
- April 27, 2019 – Budget Work Session.
- May 6, 2019– Public Hearing for Fiscal Year (FY) 2020 Budget date set at City Council Meeting.
- May 20, 2019 – Public Hearing for FY 2020 Budget held. Council may approve that evening.
- July 1, 2019 – FY 2020 year begins.

I recommend the budget calendar is approved as presented.

Memorandum



To: Lowell City Council
From: Steve Donkersloot
Date: February 14, 2019
Re: Resolution 09-19 – Installment Purchase Agreement to Finance the Cost of a Control Panel/PRU

For the past two years, LL&P has been researching and investigating the possibility and necessity of upgrading the control panel and related ancillary components (the “Upgrade”) of our Solar Combustion Turbine. At this past Tuesday’s LL&P Board Meeting, the LL&P Board approved Solar Turbines Incorporated proposal of \$497,553.80 to perform this Upgrade through the financing vehicle of an Installment Purchase Agreement (IPA); very similar to a short-term loan. For your reference, included in your packet is the memo from Generation Superintendent Casey Mier to the LL&P Board discussing the Upgrade.

Because LL&P cannot issue debt, the IPA must be issued by the City. Thus, the LL&P Board is recommending that the City enter into an Installment Purchase Agreement, which is included as Exhibit A in Resolution 09-19, with Solar Turbines Incorporated and Macatawa Bank for the Upgrade.

So that the approval of the IPA does not impact the City financially in any way, LL&P has committed (through an IPA Payment Agreement – the next proposed Action Item on the Agenda) to make the debt service payments to Macatawa Bank on the City’s behalf.

It is the LL&P Board’s recommendation that the City Council approve Resolution 09-19.

Memorandum



To: Lowell Light & Power Board
From: Casey Mier, P.E.
Date: February 6, 2018
Re: Unit 1 (Solar) Turbine System Upgrade Proposal

The Unit 1 (Solar) Turbine was originally designed and built in 1988. It was purchased by Lowell Light & Power in 2011 with all the original equipment and control system. The original equipment and control system has multiple deficiencies including components that are obsolete, failed, and not repairable. Multiple electrical and mechanical systems have been redesigned and improved for better performance, reduced operational cost, and increased functionality.

It is desired to partner with the original manufacturer, Solar Turbines Incorporated, to perform multiple system improvements and upgrades to enhance the dependability and performance of the turbine genset. Lowell Light & Power received the first project proposal from Solar in February 2017. Since the original proposal there have been three revisions refining the project scope to best suit Lowell Light & Power's requirements and application. Through this process we were able to reduce the overall project cost by \$128,566.20 from the most expensive proposal to the most recent. We analyzed each component in the proposal to understand its functionality and its cost verse benefit. Multiple components, that we did not determine to be beneficial at this time, were removed to reduce cost.

The major components from the proposal and their purpose are described below.

Turbotronic 5 Control System

The existing control system (Figure 1) has many obsolete components that can't be replaced on an individual bases due to overall system integration. If a single component fails the entire control system has to be replaced. There are also critical electrical and temperature sensing points that are not functional. These sensing values had to be manually forced to operate the turbine compromising its control and disabling its safety protection functions.

Gas Fuel System

The new gas fuel system module is a required replacement component with the new control system. The new control system requires a communication-based gas fuel module for speed and accuracy. The new gas fuel module will provide multiple advantages compared to the

existing hydraulic mechanical type fuel module (Figure 2). These advantages include: improved load transient response, turbine speed control, and flameout prevention.

Direct Drive AC Voltage Start System

The new direct drive AC voltage start system will improve and simplify the overall starting system of the turbine. The existing starting system is made up of a 100HP electrical motor (Figure 3) and hydraulic pump (Figure 4). This system contains multiple high maintenance components to convert the energy from electrical to hydraulic to mechanical. The new direct drive AC voltage start system will be made up of an electric motor mechanically coupled directly to the gearbox. The new start system will also reduce the electrical energy demand on the 480VAC system, which is not adequately sized for the total load connected to it.

AC Voltage Pre/Post Lube Oil Pump

The original design of the turbine had two separate lube oil pumps. The function of the two pumps was redundancy in a primary/secondary role. In the event of the AC voltage pump failing the DC voltage backup pump would engage. The redundancy of two lube oil pumps is required to prevent internal damage to the turbine. The turbine currently only has the DC lube oil pump (Figure 5). This pump is 24VDC and requires a very large amount of current to operate. This requires a large capacity and high maintenance battery bank. We do not have a battery bank that is capable of operating the DC pump in a primary role.

Supervisory Interface with SCADA (remote control and monitoring)

The supervisory interface with the new control system allows for remote control and monitoring of the turbine genset. This is a critical function to the design of Lowell Light & Power's smart distribution system and emergency generation scenario. This will provide capability to start, stop, monitor and adjust load from a remote location such as the substation.

The Turbine System Upgrade can be paid for by utilizing existing cash on hand (the City Attorney gave us his blessing to go this route) or by issuing debt through an Installment Purchase Agreement (IPA); informally known as a short-term loan. For due diligence purposes, the office staff solicited proposals to nine West Michigan Banks for a 36-month IPA so this option and analysis, along with paying cash, could be presented to the Board for their consideration. Included in your packet are the four proposal we received.

In addition, included in your packet is the 36-month cash flow analysis of both potential purchase options.

To our surprise, and likely yours, it actually makes economic sense to the tune of \$1,226.56 to pay for the Upgrade via a 36-month IPA rather than with cash on hand. There are two primary reasons for this: (1) We are able to borrow capital at a lower interest rate (2.15%) than we can invest it for (2.21%) and (2) The IPA affords us the ability to keep our cash and invest it over a 36-month period compared to immediately paying for the Upgrade (which would only allow us to invest our money for 10 months).

Beyond this economic benefit, there are a couple other major advantages of utilizing an IPA for the Upgrade, including the ability to move forward with other capital projects sooner than later (all of which have their own economic and reliability benefits) and improved cash flow.

In summary, it is staff's recommendation to approve the Solar Turbines Incorporated proposal of \$497,553.80 to upgrade Turbine Unit 1 by utilizing the proposed 36-month IPA from Macatawa Bank. If approved, the IPA will go to the City Council for final approval at their February 19th City Council Meeting as Lowell Light & Power cannot directly issue debt, through an IPA, on its own.



Figure 1

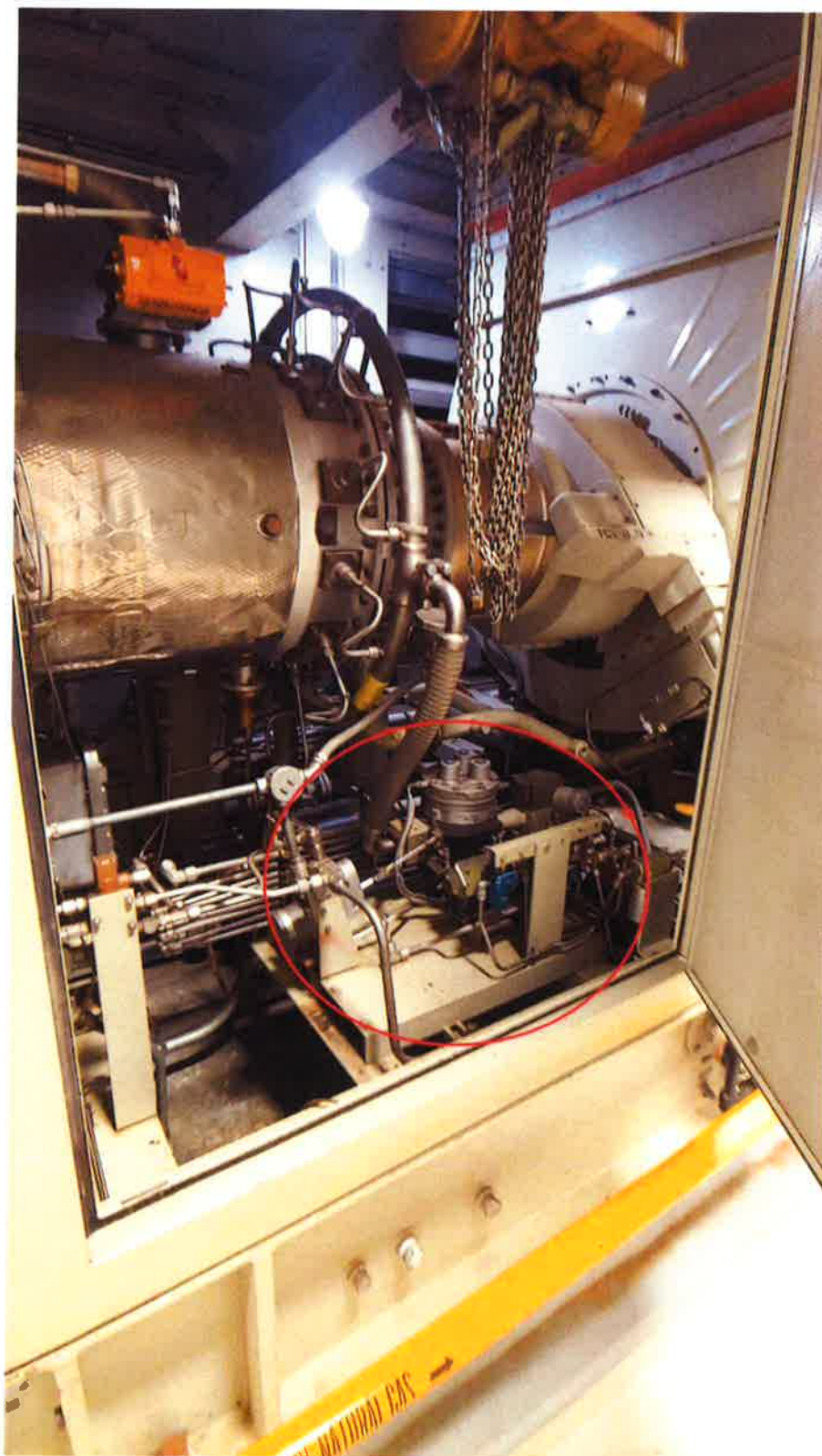


Figure 2

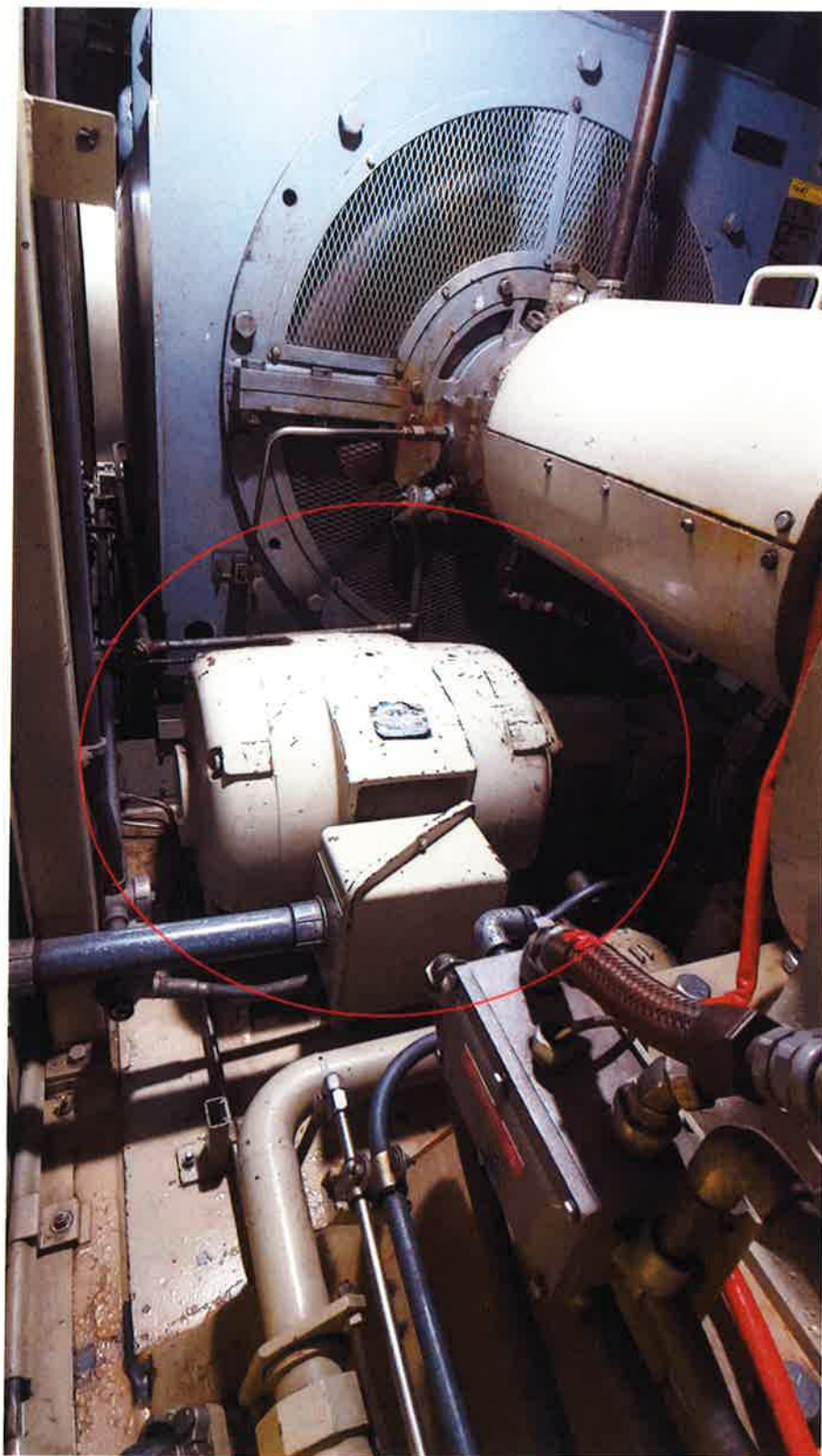


Figure 3

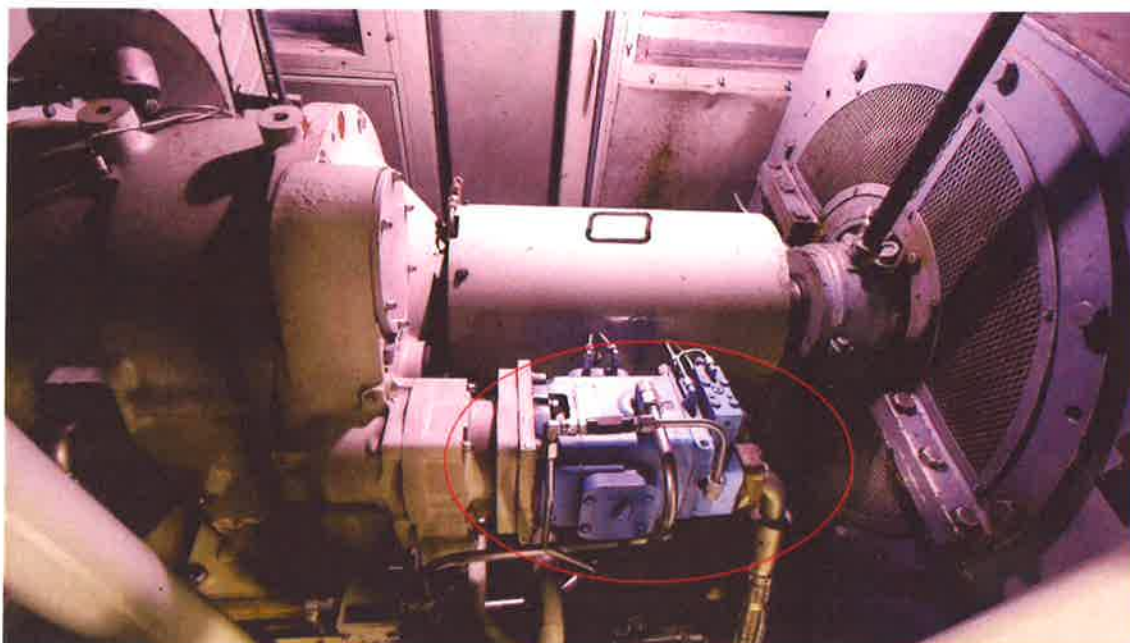


Figure 4

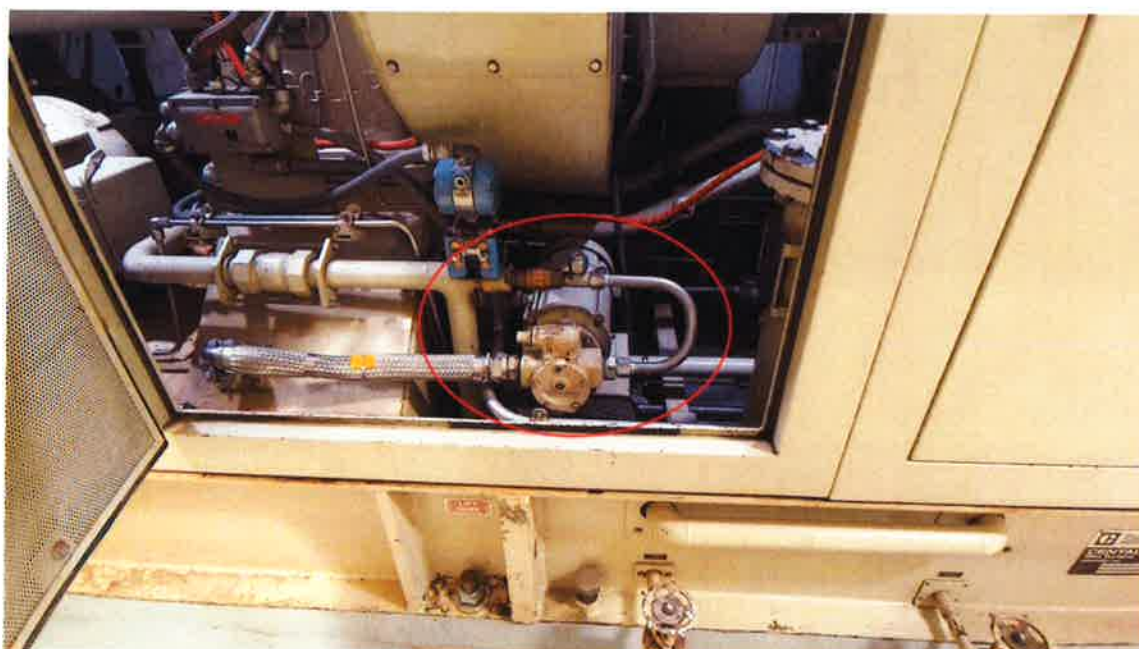


Figure 5

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 09-19

**RESOLUTION APPROVING INSTALLMENT PURCHASE
AGREEMENT TO FINANCE THE COST OF A CONTROL
PANEL/PRU, AUTHORIZING EXECUTION OF SAID
INSTALLMENT PURCHASE AGREEMENT AND
AUTHORIZING THE UNDERTAKING OF ALL OTHER
NECESSARY AND REQUIRED ACTS IN CONNECTION
WITH THE FINANCING THEREOF**

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

WHEREAS, the Department of Light and Power ("LL&P") of the City of Lowell (the "City") has determined to acquire a Control Panel/PRU (the "Control Retrofit") at a cost of \$497,553.80 and to finance the costs thereof through an installment purchase; and

WHEREAS, the LL&P has selected SOLAR Turbines Incorporated, San Diego, California, as the vendor (the "Vendor"), for the Control Retrofit; and

WHEREAS, the cost of the Control Retrofit is \$497,553.80, and the City has determined to finance the entire cost through an installment purchase; and

WHEREAS, under the provisions of Act 99 of the Public Acts of Michigan of 1933, as amended ("Act 99"), the City is authorized to enter into an agreement for the acquisition of the Control Retrofit to be used for public purposes, to be paid for in installments over a period not to exceed the lesser of (a) 15 years or (b) the useful life of the Control Retrofit acquired as determined by resolution of the City Council; and

WHEREAS, the outstanding balance of all such installment purchases by the City under Act 99, exclusive of interest, shall not exceed one and one-quarter percent (1-1/4%) of the equalized assessed value of real and personal property in the City on the date of such agreement or agreements; and

WHEREAS, the acquisition of the Control Retrofit pursuant to an installment purchase agreement will not result in the outstanding balance of all such installment purchases to be in excess of the limitations contained in Act 99 as set forth above; and

WHEREAS, the City requested proposals for financing the cost of the Control Retrofit and related financing costs through an installment purchase agreement pursuant to Act 99; and

WHEREAS, the City received proposals from Macatawa Bank, Huntington Public Capital Corporation, Mercantile Bank of Michigan and ChoiceOne Bank and the proposal of Macatawa Bank (the "Financial Institution"), has been determined to be the lowest responsive proposal; and

WHEREAS, the City Council has had presented to it at this meeting the form Installment Purchase Agreement (the "Agreement") attached hereto as Exhibit A to be entered into by the City, the Financial Institution and the Vendor in connection with such financing, and it is the desire of the City Council to approve and authorize the execution of such Agreement; and

WHEREAS, the City Council desires to authorize the undertaking of all such acts necessary to complete the financing of the cost of the Control Retrofit, i.e. \$497,553.80.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the acquisition of the Control Retrofit is hereby found and declared to be for valid public purposes and in the best interests of the health, safety and welfare of the residents of the City.
2. That the proposal of the Financial Institution is hereby approved and that the cost of the Control Retrofit in the amount of \$497,553.80 shall be financed through the Financial Institution through an installment purchase at an interest rate of 2.15% per annum by equal annual payments of principal plus accrued interest commencing March 1, 2020, and ending March 1, 2022.

3. That the Agreement is hereby approved substantially in the form presented at this meeting with such additions, changes and modifications as shall be approved by the Mayor and City Clerk and shall be acknowledged by their execution of the Agreement.

4. That the Control Retrofit has a useful life extending beyond March 1, 2022, the term of the Agreement.

5. That the City hereby agrees to include in its budget for each fiscal year during the term hereof an amount sufficient to pay when due the principal of and interest coming due under the Agreement during such fiscal year. In addition, the City hereby pledges to levy in each fiscal year *ad valorem* taxes on all taxable property in the City in an amount which, together with other funds available for such purpose, shall be sufficient for the payments required under the Agreement in such fiscal year. Any such tax levy is, however, subject to existing statutory, constitutional and charter tax limitations.

6. That the City designates the interest payments payable pursuant to the Agreement as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended (the "Code"), and does not reasonably anticipate that it and all its subordinate entities will issue qualified tax-exempt obligations in excess of \$10,000,000 during the 2019 calendar year.

7. That the City covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the Agreement from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code").

8. That the Mayor, City Clerk, City Treasurer, City Manager, or any of them, are hereby directed and authorized to execute the Agreement and such additional certificates and

other documents in a form approved by the City Attorney as shall be necessary to effectuate the closing contemplated by the Agreement.

9. That all resolutions or parts of resolutions insofar as they conflict with the provisions hereof be and the same hereby are rescinded to the extent of such conflict.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: February 19, 2019

Amy Brown, Deputy 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 February 19, 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: February 19, 2019

Amy Brown, Deputy City Clerk

EXHIBIT A
CITY OF LOWELL
KENT COUNTY, MICHIGAN
ACT 99 INSTALLMENT PURCHASE, SERIES 2019
(Control Panel/PRU)

INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT made and executed as of March 1, 2019, (hereinafter referred to as the “Agreement”), by and between the **CITY OF LOWELL**, Kent County, Michigan, a Michigan home rule city, organized and existing under the Constitution and laws of the State of Michigan (hereinafter referred to as the “City”), **SOLAR TURBINES INCORPORATED**, San Diego, California (hereinafter referred to as the “Vendor”), and **MACATAWA BANK**, Holland, Michigan, as assignee of the Vendor (hereinafter referred to as the “Financial Institution”).

WITNESSETH:

WHEREAS, the City intends to acquire a Control Panel/PRU described on Exhibit A attached hereto (hereinafter referred to as the “Control Retrofit”) from the Vendor for use by the City for public purposes; and

WHEREAS, the City desires to pay for the cost of the Control Retrofit through an installment purchase as authorized by Act 99 of the Public Acts of Michigan of 1933, as amended (hereinafter referred to as “Act 99”); and

WHEREAS, the Financial Institution is willing to provide the required funding that will enable the City to acquire the Control Retrofit on an installment purchase plan pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions. The following terms, wherever used in this Agreement shall have the following meanings, unless the context shall indicate another or different meaning:

“Act 99” means Act 99 of the Public Acts of Michigan of 1933, as amended.

“Agreement” means this Installment Purchase Agreement, by and between the City, Vendor and Financial Institution.

“Code” means the Internal Revenue Code of 1986, as amended. Reference to the Code shall also include applicable regulations and proposed regulations thereunder and any successor provisions thereof.

“Control Retrofit” means a Control Panel/PRU described in Exhibit A attached hereto.

“Financed Funds” means the sum of \$497,553.80 to be provided by the Financial Institution for the Purchase Price of the Control Retrofit and related financing costs.

“Financed Purchase Price” means the Purchase Price of the Control Retrofit, namely \$497,553.80, to be provided pursuant to the terms of this Agreement.

“Financial Institution” means Macatawa Bank, Holland, Michigan.

“Interest Payment” means the payment of interest on the unpaid principal balance of the Purchase Price in accordance with the schedule set forth in Exhibit B attached hereto.

“Interest Rate” means an interest rate of 2.15% per annum, computed on the basis of a 360-day year for the actual number of days elapsed.

“Payment Date” means the date a Principal Payment and Interest Payment are due and payable in accordance with the schedule set forth in Exhibit B attached hereto. The first Payment Date shall be March 1, 2020, and subsequent Payment Dates shall be March 1 of each subsequent calendar year to and including March 1, 2022.

“Principal Payment” means the payment of a principal installment of the Financed Purchase Price in accordance with the schedule set forth in Exhibit B attached hereto.

“Purchase Price” means the purchase price of the Control Retrofit in the amount of \$497,553.80 to be financed pursuant to this Agreement.

“State” means the State of Michigan.

“Vendor” means SOLAR Turbines Incorporated, San Diego, California.

Section 2. Purchase of Control Retrofit. The City agrees to purchase and the Vendor agrees to sell and provide the Control Retrofit to the City for the Purchase Price pursuant to the terms and conditions of this Agreement. The City has or will pay the Vendor or reimburse itself for the payment to the Vendor of the Purchase Price for the Control Retrofit from the Financed Funds it receives from the Financial Institution.

Section 3. Assignment of Vendor’s Interest. The Vendor hereby irrevocably assigns its interest in this Agreement, except for certain warranties, indemnifications, representations and other obligations as hereinafter provided, to the Financial Institution in consideration for the City’s promise to pay or its payment to the Vendor the Purchase Price of the Control Retrofit. Such assignment shall not, however, include any warranties, indemnifications, representations or other obligations of the Vendor referenced in Section 15 hereof, and Vendor hereby acknowledges that all of said warranties, indemnifications, representations and other obligations shall not be assigned and shall remain the sole

responsibility of the Vendor. The City hereby consents to this assignment in consideration for the Financial Institution's promise to provide the City an amount equal to the Financed Purchase Price to be used to pay the Vendor or reimburse itself the payments made to the Vendor of the Purchase Price for the Control Retrofit. The Financial Institution hereby accepts this assignment and will, upon execution of this Agreement, pay to the City in immediately available funds, an amount equal to the Financed Purchase Price of the Control Retrofit to be used by the City to pay the Vendor or reimburse itself the payments made to the Vendor of the Purchase Price of the Control Retrofit and to pay certain related financing costs in consideration for the City's promise to pay the Financial Institution the Principal Payments and Interest Payments in accordance with Section 4 hereof.

Section 4. Installment Payments. The City agrees to pay to the Financial Institution, as assignee of the Vendor, the Principal Payments and Interest Payments on the Payment Dates in accordance with the schedule set forth in Exhibit B attached hereto as payment for the Control Retrofit on an installment purchase plan in accordance with Act 99.

Section 5. Payments Unconditional. The City obligation to the Financial Institution to pay the Principal Payments and Interest Payments and any other amounts owed hereunder is absolute and unconditional and shall remain in full force and effect until the amounts owed hereunder shall have been paid by the City to the Financial Institution, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation, any of the following:

- (a) Any failure of title with respect to the Control Retrofit;
- (b) The invalidity, unenforceability or termination of this Agreement;
- (c) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;
- (d) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting Vendor or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceeding;
- (e) To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the Vendor from the performance or observation of any obligation, covenant or agreement contained in this Agreement;
- (f) The default or failure of the Vendor fully to perform any of its obligations set forth in this Agreement; or
- (g) Any casualty or destruction of the Control Retrofit.

The City shall make payments when due and shall not withhold any such payments as a result of any disputes arising between the City and the Vendor or any other person, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances, or the Control Retrofit being inoperative.

Section 6. Prepayment. The Principal Payments may be prepaid by the City at par on any date on and after March 1, 2020, upon 30 days prior written notice from the City to the Financial Institution.

Section 7. Ownership of Control Retrofit. Upon delivery to and acceptance by the City, ownership of the Control Retrofit shall vest in the City.

Section 8. Useful Life of Control Retrofit. The City represents that the useful life of the Control Retrofit is equal to or longer than the date of the final Principal Payment as set forth in Exhibit B attached hereto.

Section 9. Security for Payment – Limited Full Faith and Credit. The City agrees to include in its budget for each fiscal year during the term hereof an amount sufficient to pay when due the Principal Payments and Interest Payments coming due under this Agreement during such fiscal year. In addition, the City hereby pledges to levy in each fiscal year *ad valorem* taxes on all taxable property in the City in an amount which, together with other funds available for such purpose, shall be sufficient for the payment of such Principal Payments and Interest Payments in such fiscal year. Any such tax levy is, however, subject to existing constitutional, statutory and charter tax limitations.

Section 10. Term of Agreement. This Agreement shall terminate on the final Payment Date indicated on Exhibit B attached hereto or such earlier date that all amounts due hereunder by City to Financial Institution are paid in full.

Section 11. Representations of the City. The City makes the following representations:

(a) The City is a home rule city duly organized and legally existing under the constitution and laws of the State.

(b) The City will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a home rule city.

(c) The City is authorized under the constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(d) This Agreement constitutes a legal, valid, binding and enforceable obligation of the City in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) During the term of this Agreement, the Control Retrofit will be used exclusively by the City only for the purpose of performing one or more governmental public functions of the City consistent with the permissible scope of the City's authority.

(f) The City will, upon request, annually provide the Financial Institution with a copy of its annual audit within 180 days after the end of each fiscal year of the City during the term of this Agreement.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the City, nor to the best knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement. All actions, authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the City of this Agreement or in connection with the carrying out by the City of its obligations hereunder have been obtained.

(h) Neither the payment of the Principal Payments and Interest Payments hereunder nor any portion thereof is directly or indirectly (a) secured by any interest in (i) property used or to be used for a private business use (within the meaning of Section 141(b) of the Code) or (ii) payments in respect of such property or (b) to be derived from payments (whether or not to the City) in respect of property, or borrowed money, used or to be used for a private business use (within the meaning of Section 141(b) of the Code). The Control Retrofit will not be used for any private business use (within the meaning of Section 141(b) of the Code).

(i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the City is or is to be a party will not violate any judgment, order, law or regulation applicable to the City.

(j) The City has adopted a binding resolution determining the useful life of the Control Retrofit is equal to or longer than the date of final payment hereunder.

Section 12. Representations of the Vendor and Financial Institution. The Vendor and Financial Institution each respectively make the following representations:

(a) It has the legal capacity to execute this Agreement and to carry out its obligations and undertakings hereunder and the person executing this Agreement on its behalf has been duly authorized to do so.

(b) The Agreement is valid, binding and enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other applicable laws affecting creditors' rights generally.

Section 13. Tax Covenants. The City hereby agrees to comply with all applicable provisions of the Code that must be satisfied at the time of delivery of or subsequent to delivery of this Agreement in order that the Interest Payments be (or continue to be) excluded from gross income for federal income tax purposes. The City further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds (as that term is used in Section 148 of the Code) of this Agreement which results in this Agreement constituting "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code and that it will comply with any applicable rebate requirements of Section 148(f) of the Code.

Section 14. Event of Taxability. If an Event of Taxability shall occur, as hereinafter defined, all outstanding Principal Payments plus accrued and unpaid interest shall be due and payable and the City shall not later than 30 days following the Event of Taxability pay said amounts to the Financial Institution. An "Event of Taxability" shall mean the issuance of a statutory Notice of Deficiency by the Internal Revenue Service or a ruling of the National Office or any District Office of the Internal Revenue Service, or final decision of a court of competent jurisdiction which holds in effect that, by reason of the City's violation or failure to comply with any applicable provision of the Code, the Interest Payments are includable in the gross income of the Financial Institution for federal income tax purposes.

Section 15. Vendor's Representations, Warranties and Indemnification. The Vendor agrees to all of the instructions, terms and conditions as negotiated between the City and the Vendor related to the purchase of the Control Retrofit. In the event of a conflict in terms between this Agreement and the above referenced documents, the specific terms of this Agreement shall govern. Representations, warranties and indemnification, if any, with respect to the Control Retrofit shall not be assigned, but shall remain enforceable by the City against the Vendor. The City's sole remedy for the breach of any such warranties, representations or indemnification shall be against the Vendor. The City expressly acknowledges that the Financial Institution makes, and has made, no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE CITY NOR THE VENDOR OR THEIR AFFILIATES, SUBCONTRACTORS, AGENTS AND/OR EMPLOYEES SHALL BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFIT, LOSSES RESULTING FROM OR RELATED TO DOWNTIME OR THE COST OF REPLACEMENT POWER OR COMPRESSION, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY NATURE, HOWSOEVER CAUSED, AND WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR ANY OTHER THEORY OF THE LAW REGARDLESS OF WHETHER A PARTY HAD ADVANCE NOTICE OF THE POTENTIAL OF ANY SUCH DAMAGES.

To the maximum extent permitted by law, the total liability of the Vendor, its affiliates, subcontractors, agents and employees arising out of the performance or nonperformance of the Agreement or any of its obligations in providing the Control Retrofit (including, without limitation, obligations in connection with the design, manufacture, sale, delivery, storage,

erection or use of the Control Retrofit) whether based on warranty, contract, tort (including negligence), strict liability or any other theory of the law, shall not exceed in the aggregate a sum equal to either, as applicable, one times the Purchase Price of the Control Retrofit. The City shall not institute any suit or action against the Vendor or any of the Vendor's subsidiaries, agents or employees unless filed within one year of the event giving rise to the claim.

The limitations of liability set forth in this Section 15 shall prevail over any conflicting or inconsistent provisions contained in any other documents related to the purchase of the Control Retrofit.

Section 16. Disclaimer of Warranties by Financial Institution. The Financial Institution makes no warranty or representation, either expressed or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Control Retrofit, or warranty with respect thereto. In no event shall the Financial Institution be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning, or the City's use of the Control Retrofit.

Section 17. Indemnification by City. To the extent permitted by the laws and the constitution of the State, the City shall protect, hold harmless and indemnify the Financial Institution from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereto, and expenses in connection therewith, including without limitation, reasonable counsel fees and expenses arising out of the acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of the Control Retrofit or any accident in connection with the operation, use, condition, possession, storage or return of the Control Retrofit resulting in damage to the Control Retrofit or injury or death to any person. This indemnification shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

Section 18. Events of Default. The following shall be an "Event of Default" under this Agreement:

(a) Failure by the City to make the Principal Payments and Interest Payments at the times specified herein; or

(b) Failure of the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed and continuation of such failure for a period of 30 days after written notice specifying such failure and requesting that it be remedied, unless the Financial Institution shall agree in writing to an extension of such time prior to its expiration, or unless such failure is other than the payment of money and shall be such that it cannot with due diligence be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until corrected; or

(c) The City shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) commence a proceeding under any federal or state bankruptcy, insolvency, reorganized or other similar law, or have such a proceeding commenced against it and either

have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed or unstayed for 60 days; (iii) make an assignment for the benefit of creditors or provide for the entry into any agreement for the composition of creditors; or (iv) have applied for the appointment of a receiver, purchaser or liquidator for it or the whole or any substantial part of its property; or

(d) The City shall materially breach any representation or warranty under this Agreement.

Section 19. Remedies Upon Default. Whenever an Event of Default referred to in Section 18 hereof shall occur and be continuing, the Financial Institution shall have the right to exercise the following remedies:

(a) Upon the occurrence of an Event of Default described in Section 18(a) hereof and the failure to cure such Event of Default within 5 days, may declare all of the unpaid Principal Payments and Interest Payments (the portion thereof accrued) to be immediately due and payable, whereupon such amounts shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived; and

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

Section 20. Assignment. This Agreement, and the obligation of the City to make the payments hereunder, may be assigned by the Financial Institution and reassigned in whole or in part to one or more assignees at any time subsequent to its execution, without the necessity of obtaining the consent of the City. The Financial Institution agrees to give notice of assignment to the City and upon receipt of such notice the City agrees to make all payments to the assignee, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that the City may from time to time have against the Financial Institution or the assignee. The Financial Institution's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment or reassignment is made discloses the name and address of the assignee, and (ii) the City receives written notification of the name and address of the assignee. The City hereby designates the Financial Institution or its assignee as its agent to maintain a book entry system in conformance with Section 149(a) of the Code, consisting of a record of ownership that identifies the owner of any interest in this Agreement, which record may be examined by the City at its request. The right to payment of the amounts due hereunder may be transferred only through such book entry system. Anything in the foregoing to the contrary notwithstanding, the Financial Institution's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement.

Section 21. Notice. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery, or by telegram and confirmed the

same day by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City of Lowell
301 E. Main Street
Lowell, Michigan 49331

With Copy to:

Lowell Board of Light and Power
127 N. Broadway
Lowell, Michigan 49331

If to the Financial Institution:

Macatawa Bank
10753 Macatawa Drive
Holland, Michigan 49424

If to the Vendor:

SOLAR Turbines Incorporated
2200 Pacific Highway
San Diego, California 92101
Attention: General Counsel

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates or other communications may be sent.

Section 22. Governing Law. This Agreement shall be construed in all respects in accordance with the laws of the State.

Section 23. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 24. Binding Effect. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto.

Section 25. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 26. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 27. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties hereto with respect to this Agreement.

Section 28. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the City and Financial Institution.

IN WITNESS WHEREOF, the City, Financial Institution and Vendor have caused these presents to be signed all as of the day and year first above written.

CITY OF LOWELL
"City"

By: _____
Michael DeVore, Mayor

Attest: _____
Amy Brown, Deputy City Clerk

MACATAWA BANK
“Financial Institution”

By: _____
Glenn Getschow
Vice President – Manager of Government
Banking and Treasury

SOLAR TURBINES INCORPORATED
“Vendor”

By: _____
Its: _____

EXHIBIT A

CONTROL RETROFIT

Description	Quantity	Purchase Price
Control Panel/PRU	1	\$497,553.80

EXHIBIT B
INSTALLMENT PAYMENTS

Payment Date	Principal Payment	Interest Payment	Total Principal and Interest Payment
March 1, 2020	\$165,851.26	\$10,697.41	\$176,548.67
March 1, 2021	165,851.27	7,131.60	172,982.87
March 1, 2022	165,851.27	3,565.80	169,417.07

Memorandum



To: Lowell City Council

From: Steve Donkersloot

Date: February 14, 2019

Re: Resolution 10-19 – Approving and Authorizing Execution of an Installment Purchase Agreement Payment Agreement with the Lowell Board of Light and Power

If the City Council approves Resolution 09-19, it is the LL&P Board's recommendation that the City Council approves Resolution 10-19, an Installment Purchase Agreement Payment Agreement with the LL&P Board, which states that it is LL&P's responsibility to make the required debt service payments of the IPA to Macatawa Bank on the City's behalf.

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 10-19

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN INSTALLMENT PURCHASE
AGREEMENT PAYMENT AGREEMENT WITH THE
LOWELL BOARD OF LIGHT AND POWER**

Councilmember _____, supported by Councilmember _____,

moved the adoption of the following resolution:

WHEREAS, the Lowell Board of Light and Power (the “Board”) has determined to purchase for use by the City’s electric utility a Control Panel/PRU (the “Control Retrofit”) and has requested that the cost thereof be financed through a three-year installment purchase of the City pursuant to Act 99 of the Public Acts of Michigan of 1933, as amended, (“Act 99”); and

WHEREAS, pursuant to the Board’s request and pursuant to Act 99, the City has agreed to enter into an installment purchase agreement (the “IPA”) with the vendor of the Control Retrofit and Macatawa Bank for the financing; and

WHEREAS, it has been agreed by the City and the Board, since the Control Retrofit will be used entirely by the electric utility, that the Board shall be responsible for paying the IPA installment payments when due pursuant to an agreement between the City and the Board.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Installment Purchase Agreement Payment Agreement (the “Agreement”) between the City and the Board in the form presented at this meeting is approved.
2. That the Mayor and City Clerk are authorized and directed to execute the Agreement for and on behalf of the City.

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

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: February 19, 2019

Amy Brown, Deputy 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 February 19, 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: February 19, 2019

Amy Brown, Deputy City Clerk

**INSTALLMENT PURCHASE AGREEMENT
PAYMENT AGREEMENT**

THIS INSTALLMENT PURCHASE AGREEMENT PAYMENT AGREEMENT (the "Agreement") made and entered into March 1, 2019, by and between the **CITY OF LOWELL**, a Michigan municipal corporation (the "City"), and the **LOWELL BOARD OF LIGHT AND POWER**, the board responsible for the control and direction of the City's electric utility (the "Board").

RECITALS

A. The Board has determined, in connection with its responsibilities of control and direction of the City's electric utility, to purchase a Control Panel/PRU (the "Control Retrofit") from SOLAR Turbines Incorporated (the "Vendor") and has requested that the cost thereof in the amount of \$497,553.80 be financed through a three year installment purchase of the City pursuant to Act 99 of the Public Acts of Michigan of 1933, as amended ("Act 99").

B. Pursuant to the Board's request and pursuant to Act 99, the City has entered into a three year installment purchase agreement (the "IPA") with the Vendor and Macatawa Bank, who submitted the lowest interest rate proposal of 2.15% per annum, for the financing.

C. The Board and the City have agreed, since the Control Retrofit will be used entirely by the City's electric utility, through its annual budget the electric utility shall be responsible for payment of the installment payments under the IPA.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement and the benefits mutually derived therefrom, the receipt and sufficiency of which are mutually acknowledged, the Board and the City agree as follows:

Section 1. Payment of IPA Installment Payments. The Board agrees to pay, when due, from funds of the electric utility or promptly reimburse the City for, payment of the IPA installment payments related to the financing of the Control Retrofit.

Section 2. Term of Agreement. The term of this Agreement shall continue and this Agreement shall be effective until the earlier of (i) the date all installment payments under the IPA have been made or (ii) March 1, 2022.

Section 3. Binding Effect and Assignment. This Agreement shall bind the parties and their respective successors and assigns. Neither party to this Agreement may assign all or any of its rights or obligations hereunder without the prior written consent of the other party.

Section 4. Governing Law. This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan.

Section 5. No Third Parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and permitted assigns any rights or remedies whatsoever.

Section 6. Captions. The captions and headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and there are no other representation, warranties, promises, guarantees or agreements, oral or written, expressed or implied, between the parties hereto with respect to this Agreement.

Section 8. Amendments. This Agreement may not be amended, changed, modified or altered without the written consent of both parties hereto.

Section 9. Effective Date. The effective date of this Agreement shall be the date indicated in the first paragraph hereof.

IN WITNESS WHEREOF, the Board and the City have caused this Agreement to be signed as of the day and year first written above.

LOWELL BOARD OF LIGHT AND POWER

By: _____
Perry Beachum, Chairperson

CITY OF LOWELL

By: _____
Michael DeVore, Mayor

Attest: _____
Amy Brown, Deputy City Clerk

Memorandum



To: Lowell City Council
From: Steve Donkersloot
Date: February 15, 2019
Re: Notice to Terminate 1927 Village of Lowell/Michigan Bell Telephone Company (now AT&T) Joint Use Pole Agreement

Through a series of events, it has recently been brought to our (Mike Burns, Rich LaBombard, the LL&P Board, Dick Wendt, and I) attention that there is an existing 1927 Joint Use Pole Agreement in place between the City and AT&T (in 1927, the Village of Lowell and Michigan Bell Telephone Company were the parties that executed the Agreement). Included in your packet is the Agreement. It is commonplace for telecommunication companies, such as AT&T and Comcast for example, to have Pole Attachment Agreements with the electric utility that owns and maintains the utility poles -- rather than the actual City. In fact, this is already the case between LL&P, Comcast, and Vergennes Broadband.

There are many reasons pole attachment agreements are important and necessary, including standard application and attachment procedures, make-ready specifications, and proper safety protocols. As you can probably imagine, however, there have been numerous codes, standards, and industry best practices that have changed and/or been implemented for the first time over the past 92 years, making the 1927 Agreement extremely out-of-date. Not to mention the annual pole attachment fee in the Agreement is just \$.10 per pole!

In order for LL&P to implement a meaningful and relevant modern-day Pole Attachment Agreement with AT&T, which has already been developed by the Michigan Municipal Electric Association on behalf of LL&P and the other 39 municipal electric utilities in the State, the Board of Lowell Light and Power, at its meeting on February 12, 2019, recommends that the City Council directs the Manager of LL&P to terminate the Agreement between the City of Lowell and AT&T, successor to Michigan Bell Telephone Company, dated July 15, 1927 with notice given to AT&T on February 20, 2019 to be terminated on July 14, 2020.

THIS AGREEMENT, made and entered into this 15th day of July, 1927, by and between the Village of Lowell Municipal, a corporation, hereinafter referred to as the "Light Company", party of the first part; and the Michigan Bell Telephone Company, a corporation duly organized and existing under and by virtue of the laws of the State of Michigan, hereinafter referred to as the "Telephone Company", party of the second part.

WITNESSETH THAT:

WHEREAS, each of said parties has pole and aerial wire lines in the Village of Lowell, County of Kent, State of Michigan, and vicinity, the ownership and operation of which by said parties hereto may involve crossings of the Light Company's and Telephone Company's lines, the joint use of poles or the paralleling of one party's lines by those of the other, and

WHEREAS, it is the desire of each party to this agreement that the lines of each party hereto be protected from interference or danger from or by reason of the lines of the other party, either where the wires of one party cross the wires or are attached to the same poles carrying the wires of the other party, and

WHEREAS, it will generally be found to be advantageous to both of the parties hereto to occupy one line of poles jointly rather than for each party to construct and maintain a separate pole line on the same side of the same street, alley or highway

NOW THEREFORE, in consideration of the covenants and agreements herein made and of other good and valuable considerations given by each party to the other, the receipt whereof is hereby acknowledged by each party, the parties hereby enter into the following General Agreement:-

ONE: The parties hereto will, during the period covered by this agreement, construct and maintain their pole and aerial wire lines in the territory above described, insofar as the construction or maintenance of one party's lines may affect the lines of the other party, in such a manner as to conform to the methods and specifications hereinafter written and all jointly owned or jointly occupied pole lines with their attachments shall be constructed and maintained so as to meet the requirements outlined in the American Telephone and Telegraph Company's Specification No. 4040, dated March 1920, which is hereby made a part of this agreement. However, it is also agreed that in the interpretation of this section and of Specification No. 4040 above referred to that any circuit which, considering its operating voltage and current, would normally be considered as a class "B", "D" or "P" circuit shall not be considered as coming within such class, if or when it is carried for any portion of its length on the same side of a street, alley or highway or on the same poles with, a supply circuit whose normal operating voltage or current is high enough to exclude it from class "B", "D" or "P". This provision is intended merely to prohibit the use of poles jointly for signal circuits of the Telephone Company and supply or signal circuits of the Light Company which in themselves are not objectionable on joint poles but which may at some place be exposed to high voltage supply lines.

TWO: Where a pole carries a toll or trunk circuit of the Telephone Company, joint use shall not be made of such pole and the Light Company will not overbuild such a line if in the judgment of the Telephone Company its service would be seriously impaired by inductive disturbances or otherwise if either of such conditions were established.

THREE: Where a Light Company's circuit included in Class "B", "D" or "P" as defined in Section Two of the A. T. & T. Company's Specification No. 4040 and a circuit of the Telephone Company cross each other, the clearance between the wires of the two companies shall be not less than four (4) feet.

FOUR: Where a Light Company's circuit operated at an electrical pressure greater than Class "B" or Class "D" circuits above specified, and a Telephone Company's line cross each other, the crossing shall be constructed in accordance with the American Telephone and Telegraph Company's Memorandum Specifications covering the construction of overhead crossings of high tension and telephone lines, dated March 15, 1915, which is hereby made a part of this agreement.

FIVE: Either party hereto will sell for joint use to the other party hereto at the request of such other party an interest in any pole or poles owned solely by it in the territory covered by this agreement, providing that such pole or poles are adequate for joint use and are not exempted from joint use under Section One (1) or Section Two (2) of this agreement. The sale price of such pole or poles shall be based on Section Thirteen (13) of this agreement.

SIX: In case either party hereto desires to build a line on the same side of any street or alley as that occupied by a line of the other party hereto, then the party so desiring to build its line shall give to the party having an existing line on that side of the street or alley, at least thirty (30) days' notice in writing before construction work will be started; and thereupon the party hereto having its pole line along such side of street or alley, may elect to reconstruct the same according to specifications herein adopted, or such modifications as may be mutually agreed to by both parties for the particular case, and the other party may then use such poles either by paying a proper proportionate part of the cost of construction, or by paying contact rental as provided in Section Ten (10); or the party which desires to establish a line, may with the permission of the party originally owning the line, reconstruct the existing pole line at its own expense. The party which reconstructs the line shall own the new line and the original owner may transfer its wires and equipment to the new line at its own expense and shall pay contact rental as herein provided for the use of such poles, or if satisfactory to the party which reconstructs the line the original owner may purchase from such party an interest in the reconstructed line. The old poles shall remain the property of the original owner and shall be removed and delivered to the local yard of the original owner at the expense of the party which reconstructs the line. If either party hereto fails to reconstruct its line within the time and in the manner provided herein, then the other party may construct or reconstruct its own line and it is also agreed that during the period of notice above provided, or during the period of reconstruction,

either party hereto may temporarily attach its wires to the poles of the other party so as to give to its patrons service until reconstruction is completed and no contact rental shall be paid ^{by} either party to the other for such temporary contacts. The provisions of this Section shall not apply to any line exempted from joint use under Section One (1) or Section Two (2) of this agreement.

SEVEN: Whenever one of the parties hereto proposes to construct a new pole line in any street or alley in which neither party has an existing pole line, the other party shall be notified in writing of the contemplated construction and shall be given the privilege of entering into the construction of a jointly owned line, except in any case where the proposed line would be exempt from joint use under the provisions of Section One (1) ~~and~~ ^{or} Section Two (2) of this agreement.

EIGHT: Before either party to this agreement places any contacts on any pole owned by the other party hereto, the written permission of the party owning the pole shall be secured and the contacts shall be constructed in such a manner as may be desired by the party owning the poles and in accordance with the specifications referred to in Section One (1) of this agreement.

NINE: The contact rental to be paid by the party placing contacts on a pole of the other party (in cases in which joint ownership is not to be established) shall be as stated in Section Ten (10) of this agreement.

TEN:

Contact Rental Rates for Light Company's
Attachments to Telephone Company's Poles.

#8 B & S ga. Weatherproof Wire or Smaller	\$.20	per	contact	per	annum
#6 " " " " " " " "	.30	"	"	"	"
#5 to #1 B & S ga. " " " "	.40	"	"	"	"
#0 to #000 B & S ga. " " " "	.60	"	"	"	"
Above #000 B & S ga. " " " "	.75	"	"	"	"
5 KW Transformers	1.00	each	per	annum	
Over 5 KW " "	2.00	"	"	"	"
Guys (used to support Light Poles)	.50	"	"	"	"
Trolley Span Wires	.75	per	contact	per	annum
Lamp Suspension Wires	.75	"	"	"	"
Street Lamp Fixtures	.75	"	"	"	"

Contact Rental Rates for Telephone Company's
Attachments to Light Company's Poles.

Open wire on crossarms or brackets	\$.10	per	contact	per	annum
Twisted pair wire on brackets or knobs	.15	"	"	"	"
Guys (used to support telephone poles)	.50	"	"	"	"
Small Iron Cable Terminals	.50	"	terminal		
Wooden Box Cable Terminals	1.00	"	"		
Twisted pair wires in rings on messenger	.10	"	pair	(minimum charge \$.30 per pole)	

Cables.

<u>Size of Cables</u>	<u>Contact Rental</u>
15 pr.	\$.35 per contact per annum
25 "	.50 " " " "
50 "	.70 " " " "
100 "	.95 " " " "
200 "	1.30 " " " "
300 "	1.60 " " " "
400 "	1.90 " " " "

Whenever it is necessary for one party to make more than one attachment for a wire or cable on a pole of the other party for the purpose of turning a corner or avoiding an obstruction, such attachments shall be counted as a single attachment. In counting contacts the attachments made by drop wires shall not be included.

Neither party shall pay to the other party any contact rental for any attachments on any poles which are jointly owned.

ELEVEN: Whenever it is necessary to rearrange wires or fixtures belonging to either party to this agreement in order to provide space to be occupied by the other party hereto, either on the basis of joint ownership or contact rental, the work involved in making such rearrangements shall be done by the party owning such wires or fixtures, and the cost of such rearrangements shall be borne by the party for whom space is thereby provided except that when agreed to by both parties, the rearrangement of wires and fixtures may be made by the party desiring space for its attachments at its own expense. If one party is to do reconstruction work and extra work is necessary to provide space for the other party, the party acquiring space shall pay the extra expense necessary to furnish that space.

TWELVE: Unless otherwise agreed in writing, the space on all jointly owned poles shall be divided as follows and the poles shall be classified accordingly;

"Regular Jointly Owned Poles."

A regular jointly owned pole is any joint pole in which both parties to this agreement own an equal interest. On such poles the space shall be divided as follows:-

- (a) The top three feet of each pole shall be reserved for the Light Company to place and maintain its crossarms, wires and service transformers with the necessary fixtures.

specification above referred to but this exception shall not apply to a pole used by the Telephone Company as an underground cable terminal pole. The Telephone Company may also attach its cables and cable terminals below the space reserved under the provisions of this section provided that the making of such attachments does not necessitate increasing the height or cost of the pole.

THIRTEEN: The cost of each pole erected for joint ownership under the terms of this agreement shall be borne by the two parties hereto in proportion to their respective reservations of space under the terms of Section Twelve (12) of this agreement.

The cost of an anchor or guy wire placed to support wires of both parties shall be borne equally by the parties hereto and the cost of an anchor or guy wire placed to support the wires of only one party shall be borne by the party in whose interest it is placed.

Payment shall be made by the purchaser of an interest in any joint pole in accordance with the classification and the depreciated value of the pole at the time of purchase. The value of a pole from zero to five years old shall be taken the same as the value of a new pole of the same size and class. The value of a pole over five years and less than ten years old shall be figured at a depreciation of twenty-five (25%) per cent. The value of a pole more than ten years but not more than fifteen years old shall be figured at a depreciation of fifty (50%) per cent. The value of a pole more than fifteen years old shall be figured at a depreciation of seventy-five (75%) per cent. A schedule of prices for pole line construction shall be agreed upon before any joint construction work is done and

any bill for the cost of joint construction or for an interest in an existing pole shall be based upon that schedule of prices. This schedule may be changed from time to time by mutual agreement.

FOURTEEN: The ownership of jointly owned property under this agreement shall be vested in the two parties hereto in proportion to their respective reservations of space under the terms of Section Twelve (12) of this agreement.

FIFTEEN: The cost of repair work on, or the replacement of, any jointly owned property under the terms of this agreement shall be borne by the two parties hereto in proportion to their respective percentages of ownership. Except in cases of emergency, replacements and repairs shall not be made on such jointly owned property by one party without its having first notified the other party and obtained authority to render a bill for its proper proportion of the cost.

SIXTEEN: The crossarms or fixtures used to support the wires of either party, whether on jointly owned or jointly occupied poles, shall be furnished by and be the property of the party owning the wires.

SEVENTEEN: Each jointly owned pole, or section of pole line constructed or established under the terms of this General Agreement shall be covered by a specific agreement outlining the ownership of the pole or poles and the space reserved for each party.

EIGHTEEN: Either party may terminate its ownership in any jointly owned pole by giving thirty (30) days' notice in writing to the other party, and by removing its attachments within the said

thirty days. The party giving such notice shall, after expiration of the said thirty days and after the removal of its attachments, cease to be liable for any obligation, expense or any other charge incurred thereafter in connection with such pole, which together with all rights-of-way and easements insofar as they affect it, shall thereupon become the sole property of the other party.

NINETEEN: Settlements between the parties hereto for contact rental shall be made semi-annually and all such rental for the period from January first to June thirtieth of any year shall be payable on or before the thirty-first day of the succeeding July and all such rental for the period from July first to December thirty-first of any year shall be payable on or before the thirty-first day of the succeeding January. Settlements for work done by either party hereto, in accordance with preceding sections of this agreement, shall be made within thirty (30) days after a proper statement is rendered therefor by the party which does the work. See amendment on following page.

TWENTY: In any case of Joint Ownership or joint use of a pole under the terms of this agreement, each party hereto will indemnify and save the other party harmless from and against any and all loss or damage to any of the property or equipment owned or used by such other party, and from and against any and all expense, costs, claims, losses, suits, judgments, damages or injuries when same shall be found to have accrued to such person or property of such other party by reason of the carelessness or negligence of the one party or the negligence or carelessness of its agents and employees. It is expressly understood that neither party shall be

AMENDMENT TO PARAGRAPH 19

When the present program of work, including new construction, reconstruction, pole setting, etc., is completed, which is expected to be not later than January 1, 1928, an account shall be struck between the parties for all work done and poles sold one to the other and if there is any balance on this account owing by the First Party to the Second Party, it shall be paid as follows: Said amount shall be pro-rated equally over the next succeeding five years and shall be paid by the First Party to the Second Party in equal yearly installments without interest.

liable to the other party for injuries or damages accruing or caused by an ACT OF GOD, nor for any loss, damage or compensation incurred or paid under the provisions of Act. No. 10 of the 1912 Public Acts of Michigan, known as "The Employer's Liability and Workman's Compensation Act", or any amendments hereafter made thereto or substitutes therefor hereafter adopted.

TWENTY-ONE: This agreement shall be in force for a period of 10 years from the date of execution and from year to year thereafter until terminated by one of the parties hereto giving the other party one year's notice in writing of its desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by the proper officials, they being duly authorized so to do as of the day and year first above written.

WITNESS:

R. M. Shovel

ATTEST:

Assistant Secretary

VILLAGE OF LOWELL

By C. J. Winter Pres.
Clayton Clerk

MICHIGAN BELL TELEPHONE COMPANY

By [Signature]
Vice President & Gen'l Manager



Dept. of Public Works, City of Lowell

217 S. Hudson

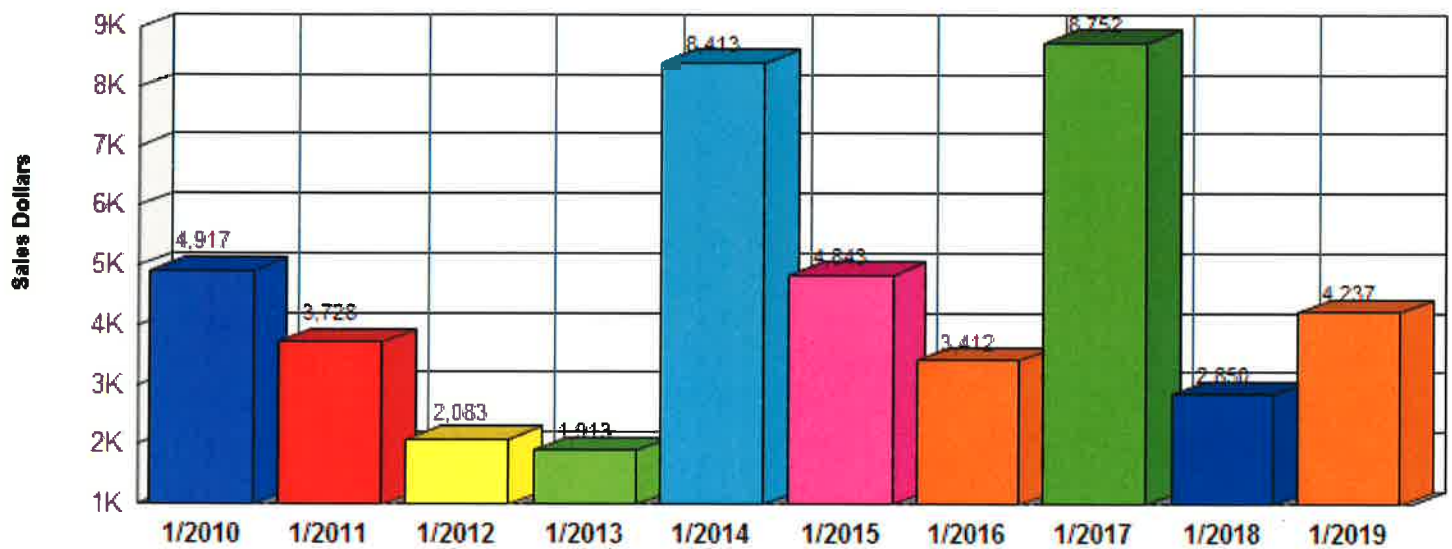
Lowell, MI. 49331

Phone - 616-897-5929 Fax - 616- -

Sales By Selected Month For The Month Of January

Report Date: 02/13/2019

<u>Month & Year</u>	<u>Avg. RO</u>	<u>Car Count</u>	<u>Sales Amount</u>	<u>Avg. Labor</u>	<u>Total Labor</u>	<u>Avg. Parts</u>	<u>Total Parts</u>
1/2010	702.47	7	4,917.29	475.71	3,330.00	202.97	1,420.79
1/2011	248.54	15	3,728.08	151.60	2,274.00	91.66	1,374.88
1/2012	189.40	11	2,083.35	121.91	1,341.00	62.21	684.30
1/2013	273.29	7	1,913.05	159.57	1,117.00	106.17	743.20
1/2014	467.38	18	8,412.76	356.40	6,415.19	102.09	1,837.67
1/2015	440.29	11	4,843.23	276.64	3,043.00	157.15	1,728.68
1/2016	682.38	5	3,411.92	378.00	1,890.00	295.68	1,478.42
1/2017	486.20	18	8,751.67	359.03	6,462.50	119.39	2,149.04
1/2018	203.59	14	2,850.25	108.43	1,518.00	90.28	1,263.85
1/2019	529.62	8	4,236.98	492.70	3,941.58	28.40	227.20
Totals:		114	45,148.58		\$31,332.27		\$12,908.03

**Note:** Labor and Part columns do not include Shop Supplies or Hazmat

Dept. of Public Works, City of Lowell

217 S. Hudson

Lowell, MI 49331

Phone: 616-897-5929 Fax: 616- -

Posted Totals by Invoice Number

Report Date: 02/13/2019

Period From: 01/01/2019 To: 01/31/2019

Invoice Number	Date	Name	Tax	Total	Balance Due
001395	01/24/2019	Equipment	0.00	308.81	157.50
001403	01/21/2019	Police	0.00	258.70	1,293.79
001404	01/21/2019	Equipment	0.00	397.36	157.50
001405	01/24/2019	Police	0.00	54.17	1,293.79
001406	01/24/2019	Police	0.00	38.37	1,293.79
001407	01/24/2019	Equipment	0.00	2,664.46	157.50
001408	01/24/2019	Police	0.00	54.17	1,293.79
001409	01/25/2019	Equipment	0.00	460.94	157.50
Grand Totals:			0.00	4,236.98	5,805.16
Number of Invoices:		8	* - Indicates a Counter Sale		
Averages:				\$529.62	725.65

**LOWELL POLICE DEPARTMENT
MONTHLY REPORT SUMMARY
CALENDAR YEAR 2019**

[illegible]

**LOWELL POLICE DEPARTMENT
ASSISTING OTHER AGENCIES
JANUARY 2019**

<u>COMPLAINT #</u>	<u>DATE</u>	<u>NATURE OF INCIDENT</u>	<u>DEPARTMENT</u>	<u>STATUS</u>	<u>VENUE</u>
19-0016	1/4/2019	SUSPICIOUS SUBJECT	KENT COUNTY	ASSISTED	VERGENNES
19-0017	1/4/2019	PURSUIT	KENT COUNTY	BACK-UP	LOWELL
19-0025	1/5/2019	POSSIBLE DOMESTIC	KENT COUNTY	BACK-UP	LOWELL
19-0026	1/5/2019	CITIZEN ASSIST / MEDICAL	LOWELL FIRE	ASSISTED	CITY OF LOWELL
19-0028	1/6/2019	PI ACCIDENT	KENT COUNTY	ASSISTED	LOWELL
19-0030	1/7/2019	SUSPICIOUS SUBJECT	KENT COUNTY	ASSISTED	LOWELL
19-0075	1/13/2019	CIVIL STAND-BY	KENT COUNTY	BACK-UP	VERGENNES
19-0086	1/15/2019	PI ACCIDENT	KENT COUNTY	ASSISTED	LOWELL
19-0109	1/19/2019	ALARM	KENT COUNTY	BACK-UP	LOWELL
19-0111	1/19/2019	PI ACCIDENT	KENT COUNTY	ASSISTED	LOWELL
19-0115	1/21/2019	RESIDENTIAL ALARM	KENT COUNTY	BACK-UP	LOWELL
19-0162	1/31/2019	MOTORIST ASSIST	KENT COUNTY	HANDLED CALL	LOWELL

AGENCIES ASSISTING LOWELL PD

JANUARY 2019

COMPLAINT #	DATE	NATURE OF INCIDENT	AGENCY	DISPOSITION
19-0003	1/2/2019	ASSAULT / TRESPASSING	KENT COUNTY	BACK-UP
19-0024	1/5/2019	WELFARE CHECK	ROCKFORD AMBULANCE	ASSISTED
19-0027	1/6/2019	DISORDERLY PERSON	KENT COUNTY	BACK-UP
19-0037	1/8/2019	SUSPICIOUS - FOUND BONES	KENT COUNTY	ASSISTED
19-0056	1/11/2019	BOMB THREAT	KENT COUNTY	ASSISTED
19-0069	1/11/2019	DISORDERLY PERSON	KENT COUNTY	BACK-UP

**MONTHLY COMPARISON TOTALS
JANUARY 2018 AND 2019**

ACTIVITY	JANUARY	2018 YEAR-TO-DATE	JANUARY	2019 YEAR-TO-DATE
Total Arrests	32	32	21	21
Alcohol (MIP/Open Intox)	0	0	0	0
Drug Law Violations	8	8	1	1
Drunk Driving	2	2	1	1
Suspended License	3	3	2	2
Warrant Arrest	7	7	8	8
Other Arrests	12	12	9	9
Assault	0	0	2	2
Assault (Verbal)	6	6	2	2
Assault (Domestic)	1	1	0	0
Assist from Other Agency	8	8	6	6
Assist to Other Agency	13	13	12	12
Assist to Citizen	28	28	36	36
Breaking & Entering	0	0	3	3
Disorderly Conduct	0	0	5	5
Dog Complaints	1	1	2	2
Larceny	9	9	9	9
Malicious Destruction	1	1	0	0
Motorist Assist	6	6	14	14
Ordinance Violations	2	2	2	2
Accident Total	13	13	12	12
{Property Damage}	11	11	12	12
{Personal Injury}	2	2	0	0
Citations Issued	26	26	29	29
Traffic Stops: Warned	146	146	88	88
# of Traffic Stops Made	167	167	113	113
TOTAL COMPLAINTS	189	189	167	167

January 2019 Sexton's

Total of Burials: 3 of those were: full:1 cremations: 2 Year to date 3

Oakwood: Spent 92.25 hrs

- Doubled checked to make sure all my records were up to date. Added new info into my computer, and 3 ring notebooks. .
- Continued to clean out desk drawers and organize things.
- Did some research looking for new plants for downtown beds.

City Hall – LPD: Spent 9.25 hr's

- Replaced a few bulbs.
- Re-glued a small area on men's upstairs bathroom sink .
- Lowered flags and then raised them.

Englehardt Library: Spent 2.5 hr's doing the following:

- Replaced a few light bulbs..
- Filled the soap dispensers again
- Stopped in to see if everything was ok..

D.D.A. Spent 74.75 hr's and 2.25 hr's o t doing the following:

- Snow removal including hauling away some that had piled up. Ps I've never spent so many hours in the Bobcat, but what a great tool it is !

Museum: spent 1 hr. removing snow

D.P.W. spent 5.75 hr's and .5 hr o t staff meetings and removing snow

Parks: spent 2.5 hr's and .25 hr o t removing snow

Water Plant: spent .75 hr's removing snow and .25 o t

Fire Station: spent .75 hr's removing snow and .25 o t



Lowell Area Fire and
Emergency Services Authority
Lowell Area Fire Department
315 S. Hudson St. Lowell, MI 49331
616-897-7354

Monday, February 04, 2019

Fire Authority Board:

We responded to 80 total incidents for the month of January.

Like everyone else, we survived the major snow incident. We were lucky and did not have any out of the ordinary calls. The weather event did not contribute to our call volume.

Our new members are doing well in class. We continue to get updates from the academy.

Lt Velzen and Lt Soyka will be making the trip to Rosenbauer on February 14th and 15th. They will be doing the final inspections before the delivery.

While on vacation in January, the team did a great job with calls and making sure coverage was handled.

Our presentation for Vergennes Twp was postponed until Feb 6th due to weather. Both the City of Lowell and Lowell Twp have seen the presentation. Both municipalities had good questions and I feel they were addressed the liking of the board/council.

We had our budget meeting and also the purchasing committee meeting this month. Both meetings went well.

We are continuing to work on the punch list provided by the DPW director regarding our station needs. Ceiling tiles are gradually being replaced.

Shannon, Corey and I are reviewing all reports.

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

Respectfully, Ron van Overbeek

Fire Chief, Lowell Area Fire Dept.

Lowell Area Fire Dept.

Lowell, MI

This report was generated on 2/4/2019 9:18:28 AM



Incident Count with Man-Hours per Zone for Date Range

Start Date: 01/01/2019 | End Date: 01/31/2019

ZONE	INCIDENT COUNT	MAN-HOURS
City of Lowell - City	41	43:34
Lowell Township - Lowell Township	25	26:28
Vergennes Township - Vergennes Township	14	27:08
TOTAL	80	97:10

NOTE that this report takes into consideration ONLY those Personnel that are associated with an Apparatus, and that only Reviewed incidents are included in the counts.



**EMERGENCY
REPORTING**

emergencyreporting.com

Doc Id: 1306

Page # 1

Lowell Area Fire Dept.

Lowell, MI

This report was generated on 2/4/2019 9:17:49 AM



Incident Count per User-Defined Fields for Date Range

Start Date: 01/01/2019 | End Date: 01/31/2019

ANSWERS	# INCIDENTS
USER-DEFINED FIELD: SCBA (Required)	
0	80
USER-DEFINED FIELD: Hose 1.5 inch Feet used (Required)	
0	80
USER-DEFINED FIELD: Hose 3 inch Feet used (Required)	
0	80
USER-DEFINED FIELD: Hose 5 inch feet used (Required)	
0	80
USER-DEFINED FIELD: Hand Tools Used (Required)	
0	76
2 Gas monitors	1
broom, shovel, soak up	1
gas monitors	1
halyard, cones, shovels, broom,	1
USER-DEFINED FIELD: Rescue Tools Used (Required)	
0	79
00	1
USER-DEFINED FIELD: Water used (gal) (Required)	
0	80
USER-DEFINED FIELD: LUCAS (Required)	
NO	80

Only User-Defined values selected in the CUSTOM field of an incident Included. Only REVIEWED incidents included in count.

Lowell Area Fire Dept.

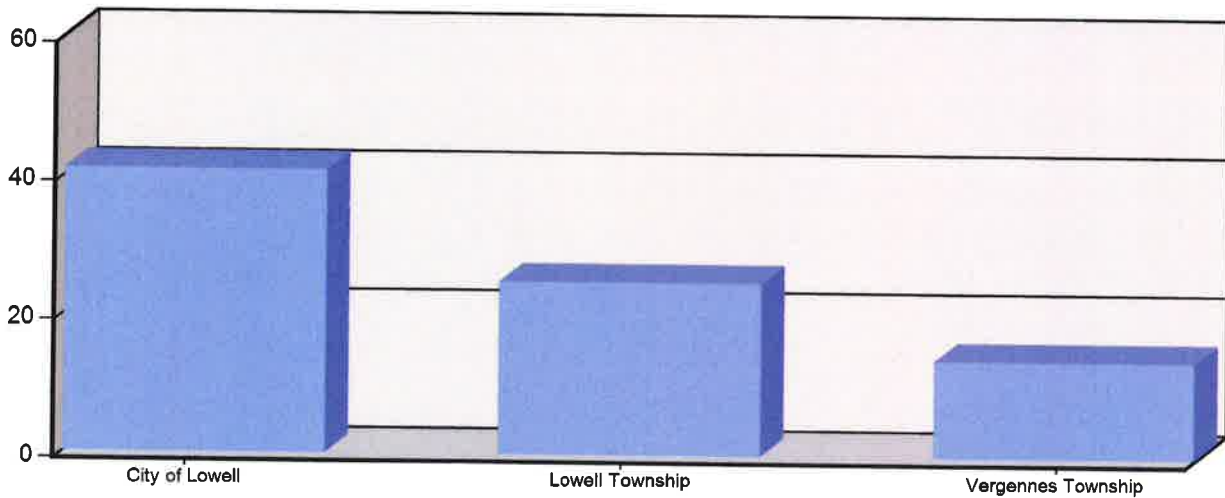
Lowell, MI

This report was generated on 2/4/2019 9:16:48 AM



Incident Count per Zone for Date Range

Start Date: 01/01/2019 | End Date: 01/31/2019



ZONE	# INCIDENTS
City of Lowell - City	41
Lowell Township - Lowell Township	25
Vergennes Township - Vergennes Township	14
TOTAL:	80

Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included.
Archived Zones cannot be unarchived.

CITY OF LOWELL
REPORT FOR : JANUARY
FOR: Michael Burns

DRINKING WATER TREATMENT AND FILTRATION PLANT

A TOTAL OF: 16.613 MILLION GALLONS OF RAW WATER WAS TREATED FOR THE
MONTH OF: JANUARY TOTAL PUMPING TIME, TREATMENT AND THE DISTRIBUTION
OF THE FINISHED WATER TO THE SYSTEM REQUIRED 263.25 HOURS, WHICH RESULTED IN
282.5 MAN HOURS FOR THE OPERATION.

CHEMICAL COST PER MILLION GALLONS: \$ 180.31

ELECTRICAL COST PER MILLION GALLONS: \$ 346.72

TOTAL COST PER MILLION GALLONS: \$ 527.03

WATER PRODUCTION

DAILY AVERAGE: 0.536 MILLION GALLONS

DAILY MAXIMUM: 0.633 MILLION GALLONS

DAILY MINIMUM: 0.410 MILLION GALLONS

THE AVERAGE PLANT OPERATION TIME WAS 8.4919 HOURS PER DAY.

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
TAXES	TAXES	2,009,573.45	1,775,151.92	69,850.78	234,421.53	88.33
STATE	STATE GRANTS	439,153.00	142,481.58	0.00	296,671.42	32.44
LICPER	LICENSES AND PERMITS	43,600.00	21,830.94	150.00	21,769.06	50.07
CHARGES	CHARGES FOR SERVICES	325,156.00	38,833.23	1,013.50	286,322.77	11.94
INT	INTEREST AND RENTS	4,850.00	2,187.22	0.00	2,662.78	45.10
OTHER	OTHER REVENUE	15,500.00	7,430.99	230.00	8,069.01	47.94
TRANSIN	TRANSFERS IN	151,273.00	151,273.00	151,273.00	0.00	100.00
FINES	FINES AND FORFEITURES	5,500.00	9,998.15	285.00	(4,498.15)	181.78
LOCAL	LOCAL CONTRIBUTIONS	10,510.00	8,205.76	0.00	2,304.24	78.08
TOTAL REVENUES		3,005,115.45	2,157,392.79	222,802.28	847,722.66	71.79
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
101	COUNCIL	21,659.00	14,467.11	278.40	7,191.89	66.79
172	MANAGER	125,197.22	71,920.25	8,540.07	53,276.97	57.45
191	ELECTIONS	14,860.00	5,876.50	0.00	8,983.50	39.55
209	ASSESSOR	54,900.00	30,282.45	6,616.33	24,617.55	55.16
210	ATTORNEY	45,000.00	29,176.21	5,920.00	15,823.79	64.84
215	CLERK	129,383.95	68,711.98	11,028.62	60,671.97	53.11
253	TREASURER	213,323.66	105,549.78	15,463.53	107,773.88	49.48
265	CITY HALL	150,925.36	84,568.68	9,924.73	66,356.68	56.03
276	CEMETERY	123,889.57	77,094.41	7,206.95	46,795.16	62.23
294	UNALLOCATED MISCELLANEOUS	5,000.00	113,202.22	4,436.57	(108,202.22)	2,264.04
301	POLICE DEPARTMENT	736,428.68	400,443.24	56,394.24	335,985.44	54.38
305	CODE ENFORCEMENT	87,900.26	49,326.28	7,049.10	38,573.98	56.12
336	FIRE	125,060.00	89,963.38	29,637.45	35,096.62	71.94
371	BUILDING INSPECTION DEPARTMENT	0.00	0.00	0.00	0.00	0.00
400	PLANNING & ZONING	65,511.95	43,393.43	5,445.02	22,118.52	66.24
426	EMERGENCY MANAGEMENT	0.00	2,511.90	0.00	(2,511.90)	100.00
441	DEPARTMENT OF PUBLIC WORKS	295,771.47	129,230.80	17,122.06	166,540.67	43.69
442	SIDEWALK	3,909.01	1,710.43	574.46	2,198.58	43.76
443	ARBOR BOARD	0.00	0.00	0.00	0.00	0.00
523	TRASH	0.00	0.00	0.00	0.00	0.00
651	AMBULANCE	0.00	0.00	0.00	0.00	0.00
672	SENIOR CITIZEN CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
728	ECONOMIC DEVELOPMENT	19,807.05	10,685.80	1,513.98	9,121.25	53.95
747	CHAMBER/RIVERWALK	6,500.00	1,623.93	365.08	4,876.07	24.98
751	PARKS	158,142.04	75,735.32	6,245.50	82,406.72	47.89
757	SHOWBOAT	7,600.00	6,437.74	6,230.68	1,162.26	84.71
758	DOG PARK	0.00	0.00	0.00	0.00	0.00
774	RECREATION CONTRIBUTIONS	0.00	5,000.00	3,000.00	(5,000.00)	100.00
790	LIBRARY	82,229.06	35,595.80	4,490.07	46,633.26	43.29
803	HISTORICAL DISTRICT COMMISSION	0.00	30.00	0.00	(30.00)	100.00
804	MUSEUM	53,825.50	35,714.80	1,859.85	18,110.70	66.35
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	447,546.00	0.00	0.00	447,546.00	0.00
TOTAL EXPENDITURES		2,974,369.78	1,488,252.44	209,342.69	1,486,117.34	50.04
TOTAL REVENUES		3,005,115.45	2,157,392.79	222,802.28	847,722.66	71.79
TOTAL EXPENDITURES		2,974,369.78	1,488,252.44	209,342.69	1,486,117.34	50.04
NET OF REVENUES & EXPENDITURES		30,745.67	669,140.35	13,459.59	(638,394.68)	2,176.37

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	500.00	268.61	0.00	231.39	53.72
OTHER	OTHER REVENUE	272,500.00	169,580.58	33,344.49	102,919.42	62.23
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
FED	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		273,000.00	169,849.19	33,344.49	103,150.81	62.22
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	98,900.00	41,563.37	41,563.37	57,336.63	42.03
463	MAINTENANCE	55,606.19	7,744.30	678.13	47,861.89	13.93
474	TRAFFIC	8,831.53	4,043.95	404.10	4,787.58	45.79
478	WINTER MAINTENANCE	48,020.51	14,521.23	4,050.57	33,499.28	30.24
483	ADMINISTRATION	15,444.00	776.50	0.00	14,667.50	5.03
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		226,802.23	68,649.35	46,696.17	158,152.88	30.27
TOTAL REVENUES		273,000.00	169,849.19	33,344.49	103,150.81	62.22
TOTAL EXPENDITURES		226,802.23	68,649.35	46,696.17	158,152.88	30.27
NET OF REVENUES & EXPENDITURES		46,197.77	101,199.84	(13,351.68)	(55,002.07)	219.06

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
CHARGES	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	0.00	150.10	0.00	(150.10)	100.00
OTHER	OTHER REVENUE	102,000.00	79,112.98	20,089.11	22,887.02	77.56
TRANSIN	TRANSFERS IN	100,000.00	0.00	0.00	100,000.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		202,000.00	79,263.08	20,089.11	122,736.92	39.24
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	16,250.00	638.00	0.00	15,612.00	3.93
463	MAINTENANCE	72,087.93	36,909.11	5,096.40	35,178.82	51.20
474	TRAFFIC	11,569.60	3,876.38	711.08	7,693.22	33.50
478	WINTER MAINTENANCE	69,064.27	26,102.86	9,397.80	42,961.41	37.80
483	ADMINISTRATION	19,162.00	776.50	0.00	18,385.50	4.05
906	DEBT SERVICE	26,587.00	26,587.50	0.00	(0.50)	100.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		214,720.80	94,890.35	15,205.28	119,830.45	44.19
TOTAL REVENUES		202,000.00	79,263.08	20,089.11	122,736.92	39.24
TOTAL EXPENDITURES		214,720.80	94,890.35	15,205.28	119,830.45	44.19
NET OF REVENUES & EXPENDITURES		(12,720.80)	(15,627.27)	4,883.83	2,906.47	122.85

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 238 - HISTORICAL DISTRICT FUND						
Revenues						
INT	INTEREST AND RENTS	100.00	12.21	0.00	87.79	12.21
OTHER	OTHER REVENUE	50,000.00	0.00	0.00	50,000.00	0.00
TOTAL REVENUES		50,100.00	12.21	0.00	50,087.79	0.02
Expenditures						
000		50,000.00	6,623.00	0.00	43,377.00	13.25
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		50,000.00	6,623.00	0.00	43,377.00	13.25
TOTAL REVENUES		50,100.00	12.21	0.00	50,087.79	0.02
TOTAL EXPENDITURES		50,000.00	6,623.00	0.00	43,377.00	13.25
NET OF REVENUES & EXPENDITURES		100.00	(6,610.79)	0.00	6,710.79	6,610.79

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
TAXES	TAXES	520,000.00	518,323.24	48,050.16	1,676.76	99.68
STATE	STATE GRANTS	8,000.00	0.00	0.00	8,000.00	0.00
INT	INTEREST AND RENTS	1,000.00	595.63	0.00	404.37	59.56
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		529,000.00	518,918.87	48,050.16	10,081.13	98.09
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	86,000.00	0.00	0.00	86,000.00	0.00
463	MAINTENANCE	96,131.34	56,316.71	4,177.45	39,814.63	58.58
483	ADMINISTRATION	34,104.69	9,548.95	1,356.09	24,555.74	28.00
740	COMMUNITY PROMOTIONS	105,000.00	53,640.58	44.42	51,359.42	51.09
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	168,613.00	151,273.00	151,273.00	17,340.00	89.72
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		489,849.03	270,779.24	156,850.96	219,069.79	55.28
TOTAL REVENUES		529,000.00	518,918.87	48,050.16	10,081.13	98.09
TOTAL EXPENDITURES		489,849.03	270,779.24	156,850.96	219,069.79	55.28
NET OF REVENUES & EXPENDITURES		39,150.97	248,139.63	(108,800.80)	(208,988.66)	633.80

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 249 - BUILDING INSPECTION FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	0.00	81,944.00	9,403.00	(81,944.00)	100.00
INT	INTEREST AND RENTS	0.00	16.02	0.00	(16.02)	100.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	81,960.02	9,403.00	(81,960.02)	100.00
Expenditures						
371	BUILDING INSPECTION DEPARTMENT	0.00	71,645.80	8,862.70	(71,645.80)	100.00
TOTAL EXPENDITURES		0.00	71,645.80	8,862.70	(71,645.80)	100.00
TOTAL REVENUES		0.00	81,960.02	9,403.00	(81,960.02)	100.00
TOTAL EXPENDITURES		0.00	71,645.80	8,862.70	(71,645.80)	100.00
NET OF REVENUES & EXPENDITURES		0.00	10,314.22	540.30	(10,314.22)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 260 - DESIGNATED CONTRIBUTIONS						
Revenues						
STATE	STATE GRANTS	500,000.00	0.00	0.00	500,000.00	0.00
INT	INTEREST AND RENTS	1,000.00	1,539.67	0.00	(539.67)	153.97
OTHER	OTHER REVENUE	4,000.00	17,500.00	0.00	(13,500.00)	437.50
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		505,000.00	19,039.67	0.00	485,960.33	3.77
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
265	CITY HALL	0.00	0.00	0.00	0.00	0.00
276	CEMETERY	0.00	0.00	0.00	0.00	0.00
301	POLICE DEPARTMENT	0.00	0.00	0.00	0.00	0.00
442	SIDEWALK	0.00	0.00	0.00	0.00	0.00
443	ARBOR BOARD	4,000.00	0.00	0.00	4,000.00	0.00
474	TRAFFIC	0.00	5,045.20	910.00	(5,045.20)	100.00
751	PARKS	500,000.00	6,824.40	2,180.50	493,175.60	1.36
758	DOG PARK	1,000.00	319.97	0.00	680.03	32.00
759	COMMUNITY GARDEN	0.00	0.00	0.00	0.00	0.00
790	LIBRARY	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		505,000.00	12,189.57	3,090.50	492,810.43	2.41
TOTAL REVENUES		505,000.00	19,039.67	0.00	485,960.33	3.77
TOTAL EXPENDITURES		505,000.00	12,189.57	3,090.50	492,810.43	2.41
NET OF REVENUES & EXPENDITURES		0.00	6,850.10	(3,090.50)	(6,850.10)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 351 - GENERAL DEBT SERVICE (NON-VOTED BONDS)						
Revenues						
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
906	DEBT SERVICE	0.00	58,772.51	0.00	(58,772.51)	100.00
TOTAL EXPENDITURES		0.00	58,772.51	0.00	(58,772.51)	100.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	58,772.51	0.00	(58,772.51)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(58,772.51)	0.00	58,772.51	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD. BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 581 - AIRPORT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	12,216.00	9,736.60	733.58	2,479.40	79.70
INT	INTEREST AND RENTS	56,850.00	20,990.13	7,530.00	35,859.87	36.92
OTHER	OTHER REVENUE	1,000.00	0.00	0.00	1,000.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		70,066.00	30,726.73	8,263.58	39,339.27	43.85
Expenditures						
000		83,000.00	34,630.64	9,224.68	48,369.36	41.72
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		83,000.00	34,630.64	9,224.68	48,369.36	41.72
TOTAL REVENUES		70,066.00	30,726.73	8,263.58	39,339.27	43.85
TOTAL EXPENDITURES		83,000.00	34,630.64	9,224.68	48,369.36	41.72
NET OF REVENUES & EXPENDITURES		(12,934.00)	(3,903.91)	(961.10)	(9,030.09)	30.18

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 590 - WASTEWATER FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
CHARGES	CHARGES FOR SERVICES	1,066,100.00	470,247.51	1,579.08	595,852.49	44.11
INT	INTEREST AND RENTS	7,000.00	1,466.92	0.00	5,533.08	20.96
OTHER	OTHER REVENUE	500.00	437.53	0.00	62.47	87.51
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
FED	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,073,600.00	472,151.96	1,579.08	601,448.04	43.98
Expenditures						
000		0.00	2,500.00	0.00	(2,500.00)	100.00
550	TREATMENT	1,036,972.50	530,568.31	38,192.67	506,404.19	51.17
551	COLLECTION	244,588.47	191,604.83	8,542.74	52,983.64	78.34
552	CUSTOMER ACCOUNTS	80,345.15	32,553.01	4,473.40	47,792.14	40.52
553	ADMINISTRATION	315,341.50	124,821.88	4,147.25	190,519.62	39.58
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,677,247.62	882,048.03	55,356.06	795,199.59	52.59
TOTAL REVENUES		1,073,600.00	472,151.96	1,579.08	601,448.04	43.98
TOTAL EXPENDITURES		1,677,247.62	882,048.03	55,356.06	795,199.59	52.59
NET OF REVENUES & EXPENDITURES		(603,647.62)	(409,896.07)	(53,776.98)	(193,751.55)	67.90

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	1,093,700.00	562,602.47	1,523.81	531,097.53	51.44
INT	INTEREST AND RENTS	13,540.00	4,352.62	440.00	9,187.38	32.15
OTHER	OTHER REVENUE	5,000.00	6,421.94	0.00	(1,421.94)	128.44
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,112,240.00	573,377.03	1,963.81	538,862.97	51.55
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
552	CUSTOMER ACCOUNTS	0.00	0.00	0.00	0.00	0.00
570	TREATMENT	442,575.85	213,735.43	31,801.02	228,840.42	48.29
571	DISTRIBUTION	312,462.27	321,254.81	27,063.18	(8,792.54)	102.81
572	CUSTOMER ACCOUNTS	86,013.15	32,496.17	4,473.30	53,516.98	37.78
573	ADMINISTRATION	449,641.50	58,514.07	3,600.50	391,127.43	13.01
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,290,692.77	626,000.48	66,938.00	664,692.29	48.50
TOTAL REVENUES		1,112,240.00	573,377.03	1,963.81	538,862.97	51.55
TOTAL EXPENDITURES		1,290,692.77	626,000.48	66,938.00	664,692.29	48.50
NET OF REVENUES & EXPENDITURES		(178,452.77)	(52,623.45)	(64,974.19)	(125,829.32)	29.49

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 636 - DATA PROCESSING FUND						
Revenues						
INT	INTEREST AND RENTS	80,274.00	11.50	0.00	80,262.50	0.01
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		80,274.00	11.50	0.00	80,262.50	0.01
Expenditures						
000		84,940.00	42,535.39	14,187.59	42,404.61	50.08
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		84,940.00	42,535.39	14,187.59	42,404.61	50.08
TOTAL REVENUES		80,274.00	11.50	0.00	80,262.50	0.01
TOTAL EXPENDITURES		84,940.00	42,535.39	14,187.59	42,404.61	50.08
NET OF REVENUES & EXPENDITURES		(4,666.00)	(42,523.89)	(14,187.59)	37,857.89	911.36

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 661 - EQUIPMENT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	172,350.00	99,154.09	10,859.89	73,195.91	57.53
INT	INTEREST AND RENTS	150.00	90.66	0.00	59.34	60.44
OTHER	OTHER REVENUE	500.00	35.83	0.00	464.17	7.17
TRANSIN	TRANSFERS IN	62,340.00	0.00	0.00	62,340.00	0.00
TOTAL REVENUES		235,340.00	99,280.58	10,859.89	136,059.42	42.19
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
895	FLEET MAINT. & REPLACEMENT	366,124.05	93,037.94	8,110.54	273,086.11	25.41
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		366,124.05	93,037.94	8,110.54	273,086.11	25.41
TOTAL REVENUES		235,340.00	99,280.58	10,859.89	136,059.42	42.19
TOTAL EXPENDITURES		366,124.05	93,037.94	8,110.54	273,086.11	25.41
NET OF REVENUES & EXPENDITURES		(130,784.05)	6,242.64	2,749.35	(137,026.69)	4.77

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 711 - CEMETERY FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	0.00	10,000.00	1,000.00	(10,000.00)	100.00
INT	INTEREST AND RENTS	0.00	849.92	0.00	(849.92)	100.00
TOTAL REVENUES		0.00	10,849.92	1,000.00	(10,849.92)	100.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	10,849.92	1,000.00	(10,849.92)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	10,849.92	1,000.00	(10,849.92)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 714 - LEE FUND						
Revenues						
INT	INTEREST AND RENTS	4,000.00	1,781.48	1,276.89	2,218.52	44.54
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		4,000.00	1,781.48	1,276.89	2,218.52	44.54
Expenditures						
000		4,000.00	0.00	0.00	4,000.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
TOTAL REVENUES		4,000.00	1,781.48	1,276.89	2,218.52	44.54
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	1,781.48	1,276.89	(1,781.48)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 715 - LOOK FUND						
Revenues						
INT	INTEREST AND RENTS	18,000.00	5,361.09	5,130.88	12,638.91	29.78
OTHER	OTHER REVENUE	0.00	19,575.71	19,575.71	(19,575.71)	100.00
TOTAL REVENUES		18,000.00	24,936.80	24,706.59	(6,936.80)	138.54
Expenditures						
000		18,000.00	8,500.00	8,500.00	9,500.00	47.22
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		18,000.00	8,500.00	8,500.00	9,500.00	47.22
TOTAL REVENUES		18,000.00	24,936.80	24,706.59	(6,936.80)	138.54
TOTAL EXPENDITURES		18,000.00	8,500.00	8,500.00	9,500.00	47.22
NET OF REVENUES & EXPENDITURES		0.00	16,436.80	16,206.59	(16,436.80)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 716 - CARR FUND						
Revenues						
INT	INTEREST AND RENTS	0.00	17.96	0.00	(17.96)	100.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	17.96	0.00	(17.96)	100.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	17.96	0.00	(17.96)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	17.96	0.00	(17.96)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 01/31/2019	ACTIVITY FOR MONTH 01/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 718 - CARR FUND II						
Revenues						
INT	INTEREST AND RENTS	0.00	62.88	0.00	(62.88)	100.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	62.88	0.00	(62.88)	100.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	62.88	0.00	(62.88)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	62.88	0.00	(62.88)	100.00
TOTAL REVENUES - ALL FUNDS		7,157,735.45	4,239,632.67	383,338.88	2,918,102.78	59.23
TOTAL EXPENDITURES - ALL FUNDS		7,984,746.28	3,758,554.74	602,365.17	4,226,191.54	47.07
NET OF REVENUES & EXPENDITURES		(827,010.83)	481,077.93	(219,026.29)	(1,308,088.76)	58.17

Monthly Operating Report

for the . . .

Contract Operation

of the . . .



Wastewater Treatment Plant

January 2019





February 14, 2019

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

Dear Mr. Burns:

On behalf of Suez I am pleased to submit the January Monthly Operating Report for the Lowell Wastewater Treatment Plant. During the month 38.81 million gallons of wastewater were treated, down from 41.17 million gallons the month before.

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

A Violation Notice was received from the Department of Environmental Quality (DEQ) in early January. This pertained to our biosolids hauling contractor applying biosolids to an unpermitted field. Unfortunately as the NPDES permit holder we were issued the violation even though it was the responsibility of the hauler. An action plan has been created and response to the DEQ has already been submitted. No further action is anticipated from the DEQ on this issue.

INDUSTRIAL PRETREATMENT PROGRAM

The Fullers Septic January surcharges were \$0.00, due to cold weather their flows and loadings were down substantially. No operational problems were experienced at the plant from this discharge.

Lighthouse Inc. was issued a discharge permit in September 2018, we have received no discharge from them.

MAINTENANCE COST REPORT

Date	Vendor	Cost
1/4	Acc Hardware (1)	\$ 19.06
1/15	Cummins Bridgeway (2)	475.66
1/16	Franklin Holwerda Company (3)	350.00
Beginning Balance of the Annual Maintenance Allowance (Including carryover \$\$ from FY 17-18)*		\$ 12,225.88*
Maintenance Allowance Spent YTD		\$ 7,071.35
Balance of Maintenance Allowance		\$ 5,154.53

*The maintenance spending for FY 17-18 was under the annual allotment by \$225.88. That amount will be added to the beginning balance on July 1st. That makes the beginning balance \$12,225.88 (\$12,000+\$225.88).

In addition to the preventive maintenance the following corrective maintenance activities occurred:

- Replaced misc. hand tools (1)
- Replaced batteries for stationary generator (2)
- Repaired stainless steel on thickener (3)

PROJECTS FOR THE FUTURE

- Continue painting projects
- Replace an airline on grit airlift pump
- Conduct annual crane & hoist inspections
- Replace belts on grit blowers

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

Respectfully submitted,

SUEZ



Brian Vander Meulen
Plant Manager

JANUARY EFFLUENT ANALYSIS OVERVIEW

The daily average for CBOD was 5 mg/l, 80% under the NPDES limit of 25 mg/l. The worst 7-day average was 7 mg/l, 83% under the NPDES limit of 40 mg/l.

The daily average for Suspended Solids was 7.2 mg/l, 76% under the NPDES limit of 30 mg/l. The worst 7-day average was 12.3 mg/l, 73% under the NPDES limit of 45 mg/l.

The monthly average for Phosphorus was 0.56 mg/l, the limit is 1.0 mg/l.

The average removal rate for BOD was 96%; a minimum of 85% is required. The average removal rate for Suspended Solids was 93%; a minimum of 85% is required.

The geometric average for fecal coliform bacteria was 165 colonies/100 mls, the limit is 200 colonies/100 mls. The worst 7-day average was 330 colonies/100 mls, the limit is 400 colonies/100 mls.

The highest chlorine residual was 0.036 mg/l; the limit is 0.038 mg/l. The monthly average was 0.017 mg/l.

Appendix A



State of Michigan
Department of Environmental Quality

Plant Influent Sheet

Lowell, Michigan

R4607 4/74
4833-6040

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

Plant No. Month Year
410049 January 2019

Superintendent's Signature
Brian Vander Meulen, Supt.

	WEATHER		FLOW		RAW SEWAGE QUALITY											
D A Y P N S F	Type Code	Precip Inches	Total MGD	Peak MGD	Temp F	pH SU	BOD		SS		Total-P		VSS mg/l	NH3-N mg/l	Mercury ng/l	D A Y P N S F
	0033	0045	50050	50051	00011	00400	00310	85001	00530	85002	00665	85004	00535	00610	71900	
1	37	0.00	1.34	1.60												1
2	3578	0.05	1.33	1.80	58	7.5	119	1320	72	799	1.7	18.9	68	8.8		2
3	27	0.00	1.33	1.60												3
4	16	0.00	1.30	1.70	58	7.5	107	1160	68	737			60			4
5	1	0.00	1.37	1.70												5
6	257	0.03	1.38	1.70												6
7	3478	0.23	1.32	1.70	56	7.4	195	2147	174	1916			150			7
8	3578	0.03	1.34	1.60												8
9	357	0.00	1.33	1.70	56	7.4	170	1886	130	1442	1.8	20.0	126	9.0	19.6	9
10	27	0.00	1.30	1.60												10
11	278	0.00	1.26	1.60	56	7.4	135	1419	104	1093			102			11
12	38	0.00	1.26	1.60												12
13	17	0.00	1.41	1.60												13
14	347	0.00	1.24	1.40	55	7.5	126	1303	102	1055			100			14
15	357	0.01	1.25	1.50												15
16	27	0.00	1.26	1.60	56	7.6	168	1765	136	1429	2.1	22.1	132	10.2		16
17	357	0.01	1.23	1.40												17
18	357	0.19	1.18	1.40	56	7.4	104	1023	82	807			78			18
19	357	0.05	1.18	1.30												19
20	27	0.00	1.19	1.40												20
21	27	0.00	1.17	1.40	56	7.4	113	1103	60	585			58			21
22	357	0.37	1.20	1.30												22
23	347	0.18	1.21	2.50	59	7.4	146	1473	100	1009	2.2	22.2	78	10.2		23
24	357	0.10	1.19	1.30												24
25	357	0.10	1.12	1.30	61	7.4	147	1373	100	934			96			25
26	357	0.04	1.16	1.40												26
27	3578	0.22	1.22	1.30												27
28	3578	0.29	1.16	1.40	56	7.4	138	1335	100	967			96			28
29	3578	0.22	1.18	1.40												29
30	3578	0.09	1.21	1.40	56	7.5	189	1907	142	1433	2.2	22.2	140	9.6		30
31	357	0.00	1.19	1.40												31
TL	XXXX	2.21	38.81	XXXX	XXXX	XXXX	XXXX	45819	XXXX	33877	XXXX	653	XXXX	XXXX	XXXX	TL
ME	XXXX	XXXX	1.25	XXXX	57	7.4	143	1478	105	1093	2.0	21.1	99	9.6	XXXX	ME
MAX	XXXX	0.37	1.41	2.50	61	7.6	195	2147	174	1916	2.2	22.2	150	10.2	XXXX	MAX
MIN	XXXX	XXXX	1.12	1.30	55	7.4	104	1023	60	585	1.7	18.9	58	8.8	XXXX	MIN

Activated Sludge Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

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

Plant No. 410049
Month January
Year 2019

Superintendent's Signature
Brian Vander Meulen, Supt.

AERATION SYSTEM					MIXED LIQUOR						SECONDARY SLUDGE			Process Modifi- cation see code 80889		REMARKS
D A Y P N S F	Aeration Volume KCF 80993	Detention Time Hours 81001	Sludge Age Days 80990	Organic Loading F/M 80992	MLSS mg/l 70323	MLVSS mg/l 70324	Settle % 81004	SDI % 81007	DO mg/l 00300	SVI % 8100	SS % 81006	VSS % 70325	Waste Kgal 80991		D A Y P N S F	
1	96	12.9											0.0	4	1	
2		13.0	29.0	0.08	3874	2885	32	1.21	5.2	83	0.74	0.54	31.4		2	
3		13.0											22.4		3	
4		13.3	25.0	0.08	3073	2285	23	1.34	5.5	75	0.61	0.45	17.6		4	
5		12.6											0.0		5	
6		12.5											0.0		6	
7		13.1	10.2	0.15	3266	2421	25	1.31	4.0	77	0.73	0.54	70.3		7	
8		12.9											0.0		8	
9		13.0	11.7	0.15	2817	2156	20	1.41	5.4	71	0.58	0.44	0.0		9	
10		13.3											84.2		10	
11		13.7	13.0	0.13	2375	1814	15	1.58	5.6	63	0.39	0.30	0.0		11	
12		13.7											0.0		12	
13		12.2											0.0		13	
14		13.9	14.5	0.11	2559	1947	18	1.42	5.0	70	0.39	0.30	0.0		14	
15		13.8											0.0		15	
16		13.7	13.0	0.12	3102	2402	22	1.41	5.4	71	0.63	0.49	0.0		16	
17		14.0											0.0		17	
18		14.6	23.6	0.07	3177	2442	22	1.44	4.0	69	0.55	0.42	22.1		18	
19		14.6											0.0		19	
20		14.5											0.0		20	
21		14.7	31.1	0.08	3045	2317	20	1.52	5.8	66	0.47	0.35	0.0		21	
22		14.4											0.0		22	
23		14.2	19.1	0.14	3227	1763	22	1.47	2.3	68	0.46	0.35	0.0		23	
24		14.5											0.0		24	
25		15.4	23.6	0.08	3681	2870	20	1.84	4.4	54	0.68	0.53	12.8		25	
26		14.9											0.0		26	
27		14.1											0.0		27	
28		14.9	23.1	0.08	3738	2884	22	1.70	4.7	59	0.60	0.46	18.0		28	
29		14.6											16.5		29	
30		14.2	13.5	0.13	3234	2515	20	1.62	6.6	62	0.53	0.41	9.9		30	
31		14.5											21.0		31	
TL	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	326.2	XXXX	TL	
ME	96	13.8	19.3	0.11	3167	2362	22	1.48	4.9	68	0.57	0.43	10.5	XXXX	ME	
MAX	XXXX	15.4	31.1	0.15	3874	2885	32	1.84	6.6	83	0.74	0.54	84.2	XXXX	MAX	
MIN	XXXX	12.2	10.2	0.07	2375	1763	15	1.21	2.3	54	0.39	0.30	XXXX	XXXX	MIN	

Remarks:

4833-5034
R4609 4/74

Final Effluent Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

	Fecal	Total
MF	31616	31504
MPW	31615	31505

Plant No. 410049
Month January
Year 2019
Sampling Point Code 001

Superintendent's Signature
Brian Vander Meulen, Supt.

R 4610 4/74
4833-5468

D A Y P N S	CBOD			SS			Total - P			VSS	pH	DO	F.Coli	NH3	Cl2	Mercury	D A Y P N S
	mg/l	LBS.	% Rem	mg/l	LBS.	% Rem	mg/l	LBS.	% Rem	mg/l	SU	mg/l	#/100ml	mg/l	mg/l	ng/l	
	80082	85001	80091	00530	85002	81011	00665	85004	81012	00535	00400	00300	31616	00610	50060	71900	
1																	1
2	6	67	95	4.6	51	94	0.50	5.55	71	3.8	7.4	11.2	80	0.03	0.011		2
3																	3
4	3	33	97	4.6	50	93				3.2	7.4	11.3	152		0.015		4
5																	5
6																	6
7	4	44	98	2.6	29	99				2.4	7.4	11.5	186		0.012		7
8																	8
9	5	55	97	3.0	33	98	0.30	3.33	83	2.8	7.4	11.6	290	0.03	0.002	0.61	9
10																	10
11	3	32	98	3.0	32	97				2.8	7.4	11.7	310		0.014		11
12																	12
13																	13
14	6	62	95	4.8	50	95				4.2	7.4	13.0	400		0.003		14
15																	15
16	6	63	96	7.6	80	94	0.46	4.83	78	6.2	7.4	11.9	86	0.05	0.001		16
17																	17
18	4	39	96	8.2	81	90				6.4	7.2	10.8	208		0.031		18
19																	19
20																	20
21	6	59	95	5.8	57	90				5.6	7.4	11.7	70		0.036		21
22																	22
23	8	81	95	15.0	151	85	0.79	7.97	64	9.2	7.2	11.0	370	0.33	0.001		23
24													196				24
25	6	56	96	10.0	93	90				9.2	7.3	11.2	97		0.031		25
26																	26
27																	27
28	6	58	96	12.0	116	88				8.4	7.4	11.4	98		0.036		28
29																	29
30	8	81	96	13.0	131	91	0.75	7.57	66	11.0	7.3	11.7	152	0.05	0.034		30
31																	31
TL	XXXX	1738	XXXX	XXXX	2273	XXXX	XXXX	181.3	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	TL
ME	5	56	96	7.2	73	93	0.56	5.85	72	5.8	7.4	11.5	165	0.10	0.017	XXXX	ME
WA	7	65	95	12.3	120	88	XXXX	XXXX	XXXX	8.9	7.4	11.2	330	0.33	0.023	XXXX	WA
MAX	8	81	98	15.0	151	99	0.79	7.97	83	11.0	7.4	13.0	400	0.33	0.036	XXXX	MAX
MIN	3	32	95	2.6	29	85	0.30	3.33	64	2.4	7.2	10.8	70	0.03	0.001	XXXX	MIN

Remarks: Fecal Coli for January are actually "Greater Than"
Cl2 Residuals for January 16,23 are actually "Less Than"

Miscellaneous Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

21

R 4607 4/74
4833-6040

Plant No. 410049
Month January
Year 2019

Superintendent's Signature _____
Brian Vander Meulen, Supt.

D A Y P N S F	Grit	Aux Fuel	Power Consumption	Chemicals Applied		
	CF	Nat. Gas CF	KWH	CL2 LBS	FeCl2 GAL	
		2	3			
1	1	21	1.6	6	35	
2	1	24	1.6	5	35	
3	1	23	1.8	6	35	
4	1	13	1.4	5	35	
5	1	10	1.4	6	40	
6	1	14	1.6	6	35	
7	1	22	1.8	5	35	
8	1	18	1.4	7	35	
9	1	26	1.8	7	35	
10	1	27	1.8	5	35	
11	1	20	1.4	8	35	
12	1	13	1.4	10	40	
13	1	21	1.6	6	35	
14	1	20	1.6	6	35	
15	1	34	1.4	14	35	
16	1	29	1.6	4	35	
17	1	25	1.4	10	40	
18	1	23	1.6	10	40	
19	1	27	1.4	10	35	
20	1	34	1.6	10	35	
21	1	44	1.4	10	35	
22	1	29	1.4	10	35	
23	1	27	1.4	10	35	
24	1	31	1.6	11	15	
25	1	30	1.8	9	30	
26	1	28	1.0	10	40	
27	1	33	1.6	10	35	
28	1	41	1.6	10	35	
29	1	47	1.6	8	35	
30	1	58	1.6	8	40	
31	1	60	1.6	9	40	
TL	31	872	47.8	251	1095	0
ME	1	28	1.5	8	35	0
MAX	1	60	1.8	14	40	0
MIN	1	10	1.0	4	15	0

Manpower						
Position Title	Full Time	Part Time	Total Hours	No. of Vac.	No. of Separations	No. of New Hires
Superintendent	1	0	202	0	0	0
Shift Operator	1	1	234	0	0	0
Total	2	1	436	0	0	0
Weekday Hrs.	9					
Saturday Hrs.	4					
Sunday Hrs.	4					
Holiday Hrs.	4					

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

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

MI0020311	001 A
PERMIT NUMBER	DISCHARGE NUMBER

MINOR
 (SUBR GG)
 F-FINAL
 001 MUN.WASTE H20--FLAT RIVER

FACILITY: LOWELL WWTP
LOCATION: LOWELL MI 49331
ATTN: BRIAN VANDER MEULEN

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
2019	1	01	2019	1	31

*** NO DISCHARGE ☐ ***

NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
FLOW, IN CONDUIT OR THRU TREATMENT PLANT 50050 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	1.25	1.41	(03)	*****	*****	*****		-	7/7	RECORD FLOW
	PERMIT REQUIREMENT	REPORT MONTHLY AVG	REPORT DAILY MAX	MGD	*****	*****	*****	****		WEEKDAYS	RECORD FLOW
SOLIDS, TOTAL SUSPENDED 00530 B 0 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	73	120	(26)	*****	7.2	12.3	(19)	0	3/7	24 HR COMP
	PERMIT REQUIREMENT	MONTHLY AVG	7 DAY AVG	lbs/day	*****	30 MONTHLY AVG	45 7 DAY AVG	mg/L		WEEKDAYS	24 HR COMP
BOD, CARBONACEOUS 05 DAY, 20C 80082 B 0 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	56	65	(26)	*****	5	7	(19)	0	3/7	24 HR COMP
	PERMIT REQUIREMENT	MONTHLY AVG	7 DAY AVG	lbs/day	*****	25 MONTHLY AVG	40 7 DAY AVG	mg/L		WEEKDAYS	24 HR COMP
NITROGEN, AMMONIA TOTAL (AS N) 00610 B 1 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	*****	*****		*****	*****	0.33	(19)	0	1/7	24 HR COMP
	PERMIT REQUIREMENT	*****	*****	****	*****	*****	REPORT DAILY MAX	mg/L		WEEKLY	24 HR COMP
PHOSPHORUS, TOTAL (AS P) 00665 B 0 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	5.8	8.0	(26)	*****	0.56	0.79	(19)	0	1/7	24 HR COMP
	PERMIT REQUIREMENT	12 MONTHLY AVG	REPORT DAILY MAX	lbs/day	*****	1.0 MONTHLY AVG	REPORT DAILY MAX	mg/L		WEEKLY	24 HR COMP
CHLORINE, TOTAL RESIDUAL 50060 P 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	*****	*****		*****	*****	0.036	(19)	0	3/7	GRAB
	PERMIT REQUIREMENT	*****	*****	****	*****	*****	0.038 DAILY MAX	mg/L		WEEKDAYS	GRAB
MERCURY, TOTAL 71900 B 0 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	*****	0.000007		*****	*****	0.61		0	1/90	GRAB
	PERMIT REQUIREMENT	*****	Report Max Monthly Avg	lbs/day	*****	*****	Report Max Monthly Avg	ng/L		QUARTERLY	GRAB
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				PHONE NUMBER		DATE			
Brian Vander Meulen, Supt.						(616) 897-8135		2019	2	10	
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT				AREA CODE	NUMBER	YEAR	MO	DAY	

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

P=AFTER DISINFECTION

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

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

MI0020311	001 A
PERMIT NUMBER	DISCHARGE NUMBER

MINOR
 (SUBR GG)
 F-FINAL
 001 MUN. WASTE H₂O--FLAT RIVER

FACILITY: LOWELL WWTP
LOCATION: LOWELL MI 49331
ATTN: BRIAN VANDER MEULEN

MONITORING PERIOD							
YEAR	MO	DAY	FROM	TO	YEAR	MO	DAY
2019	1	01			2019	1	31

*** NO DISCHARGE ☐ ***

NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
MERCURY, TOTAL	SAMPLE MEASUREMENT	*****	0.000004		*****	*****	0.47		0	1/90	CALCTD
71900 X 0 0 PRIOR TO DISINFECT	PERMIT REQUIREMENT	*****	0.000036 12-Mo Rolling Avg	lbs/day	*****	*****	3.0 12-Mo Rolling Avg	ng/L		QUARTERLY	CALCTD
COLIFORM, FECAL GENERAL	SAMPLE MEASUREMENT	*****	*****		*****	165	330	(19)	0	3/7	GRAB
74055 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	*****	*****	200 MONTHLY AVG	400 7 DAY AVG	mg/L		DAILY	GRAB
BOD, 5-DAY PERCENT REMOVAL	SAMPLE MEASUREMENT	*****	*****		96	*****	95	(23)	0	1/30	CALCTD
81010 K 0 0 PERCENT REMOVAL	PERMIT REQUIREMENT	*****	*****	*****	85 MIN % REMOVAL	*****	Minimum Daily % Removal	PER-CENT		ONCE/MON	CALCTD
SOLIDS, SUSPENDED PERCENT REMOVAL	SAMPLE MEASUREMENT	*****	*****		93	*****	85	(23)	0	1/30	CALCTD
81011 K 0 0 PERCENT REMOVAL	PERMIT REQUIREMENT	*****	*****	*****	85 MIN % REMOVAL	*****	Minimum Daily % Removal	PER-CENT		ONCE/MON	CALCTD
pH	SAMPLE MEASUREMENT	*****	*****		7.2	*****	7.4	(12)	0	3/7	GRAB
00400 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	****	6.5 DAILY MINIMUM	*****	9.0 DAILY MAX	S.U.		WEEKDAYS	GRAB
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	*****	*****		10.8	*****	*****	(19)	0	3/7	GRAB
00300 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****	****	3.0 DAILY MINIMUM	*****	*****	mg/L		WEEKDAYS	GRAB
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				PHONE NUMBER		DATE			
Brian Vander Meulen, Supt.						(616)	897-8135	2019	2	10	
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT				AREA CODE	NUMBER	YEAR	MO	DAY	

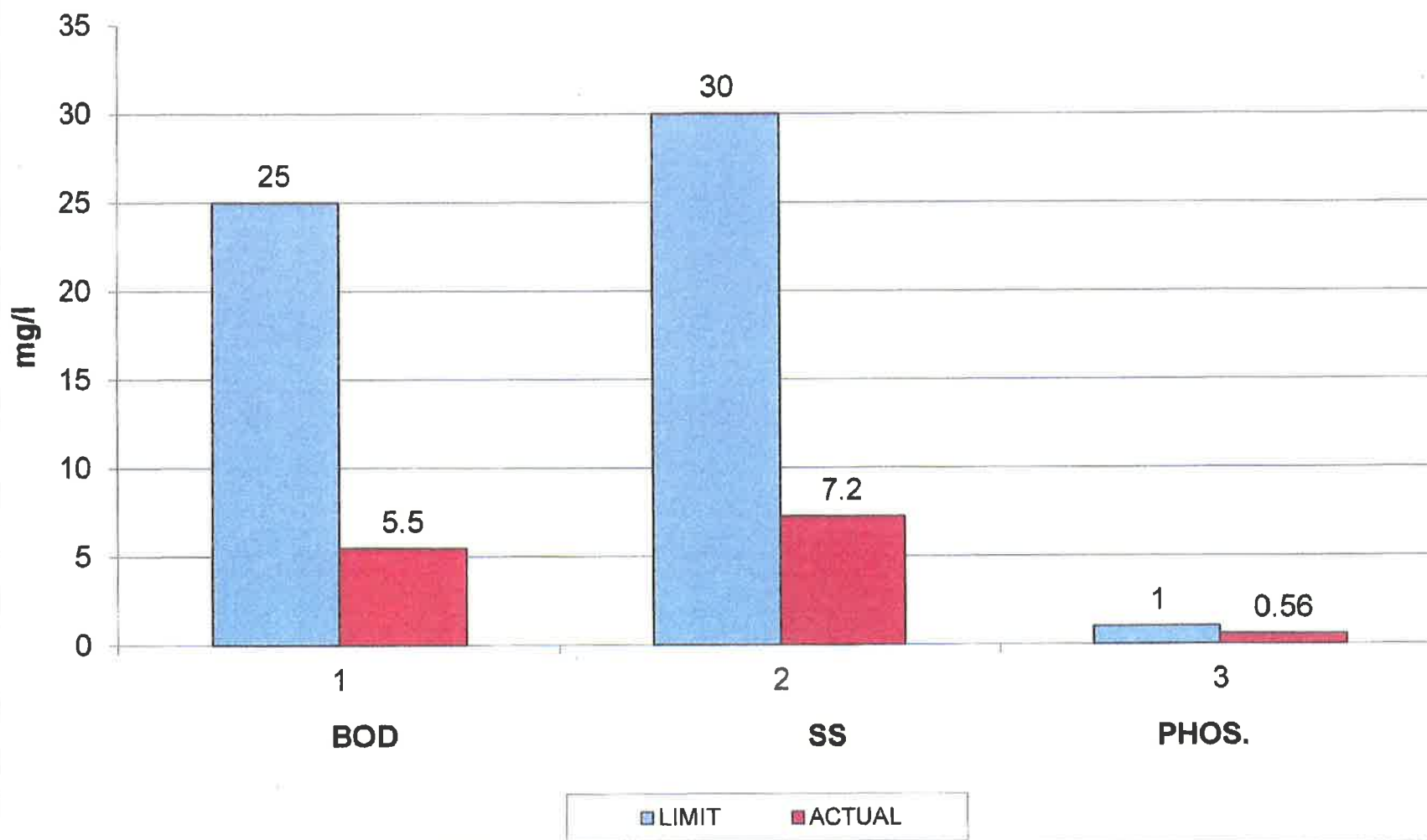
COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

P=AFTER DISINFECTION

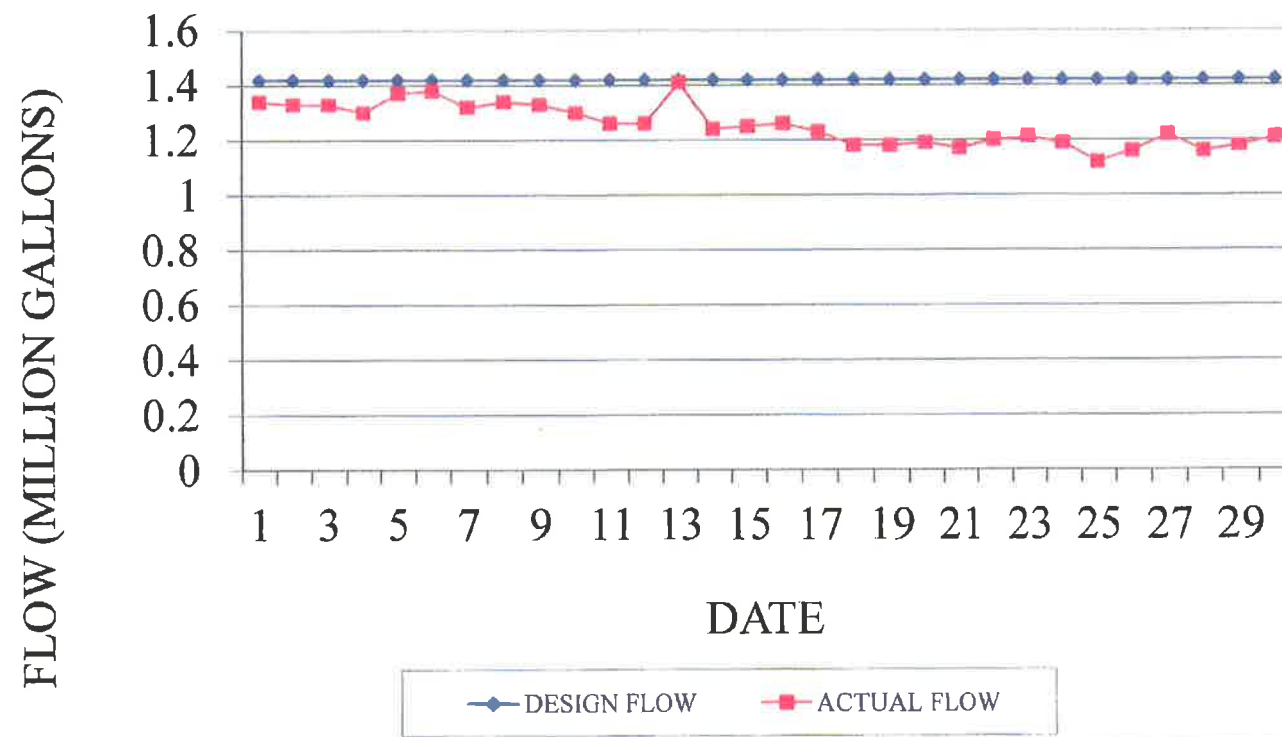
Appendix B



EFFLUENT LIMIT vs ACTUAL



DESIGN FLOW vs ACTUAL FLOW



APPOINTMENTS

Expires

Construction Board of Appeals
Vacancy (Dan DesJarden – Resigning)

01/01/2019

Downtown Historic District Commission
Vacancy (Brian McLane – Resigned)

01/01/2019