

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

CITY OF LOWELL CITY COUNCIL AGENDA MONDAY, AUGUST 5, 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 Regular minutes of the July 15, 2019 City Council meetings.
 - Authorize payment of invoices in the amount of \$479,165.11.
- 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. City Income Tax
 - b. Construction Engineering for Showboat and DPW Building
 - c. Prein & Newhof Change Order #5
 - d. SAW Grant Update Maps
- 5. NEW BUSINESS
 - a. Ordinance No. 19-04 to Amend Section 26-6, "Effective After Approval" of Chapter 26, "City Income Tax," of the Code of Ordinances of the City of Lowell.
 - b. Salt Spreader #16-2 Replacement Purchase for #16 Plow Truck.
 - c. #53 Mower Replacement Purchase
 - d. Library Temperature Control System
 - e. MERS Annual Meeting Officer Delegate
- 6. BOARD/COMMISSION REPORTS
- 7. MANAGER'S REPORT
- 8. APPOINTMENTS
- 9. COUNCIL COMMENTS
- 10. CLOSED SESSION To discuss pending litigation
- 11. ADJOURNMENT

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



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

MEMORANDUM

TO:

Lowell City Council

FROM:

Michael Burns, City Manager

RE:

Council Agenda for Monday, August 5, 2019

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

2. CONSENT AGENDA

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4. OLD BUSINESS

- a. City Income Tax. City Manager Michael Burns will provide an update.
- b. Construction Engineering for Showboat and DPW Building. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council approve engineering services with Comprehensive Engineering for the DPW Building at a cost not to exceed \$33,000.00 and the Showboat for a cost not to exceed \$42,000.00.

- c. Prein & Newhof Change Order #5. Memo provided by Brian Vilmont of Prein & Newhof.
- d. SAW Grant Update Update. Brian Vilmont of Prein & Newhof will provide an update.

5. NEW BUSINESS

a. Ordinance No. 19-04 - to Amend Section 26-6, "Effective after Approval" of Chapter 26, "City Income Tax," of the Code of Ordinances of the City of Lowell. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council approve Ordinance 19-04 as presented.

b. <u>Salt Spreader #16-2 Replacement Purchase for #16 Plow Truck</u>. Memo is provided by Utilities Supervisor Ralph Brecken.

Recommended Motion: That the Lowell City Council approve the purchase of a new salt spreader at a cost not to exceed \$21,799.00.

c. #53 Mower Replacement Purchase. Memo is provided by Utilities Supervisor Ralph Brecken.

Recommended Motion: That the Lowell City Council to approve the purchase of a new mower at a cost not to exceed \$7,759.00.

d. <u>Library Temperature Control System</u>. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council enter into an agreement from MCMI Facility Automation to install an upgraded temperature control building management system for the Englehart Library at a cost not to exceed \$15,300.00.

e. <u>MERS Annual Meeting Officer Delegate</u>. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council appoint Steve Donkersloot as the Employer Delegate for the 2019 MERS Annual Meeting.

- 6. BOARD/COMMISSION REPORTS
- 7. MANAGER'S REPORT
- 8. APPOINTMENTS
- 9. COUNCIL COMMENTS
- 10. CLOSED SESSION To discuss pending litigation
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PROCEEDINGS OF CITY COUNCIL OF THE CITY OF LOWELL MONDAY, JULY 15, 2019, 7:00 P.M.

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

The Meeting was called to order at 7:00 p.m. by Mayor DeVore and City Clerk Sue Ullery called roll.

Present:

Councilmembers Marty Chambers, Cliff Yankovich, Jim Salzwedel, Greg

Canfield and Mayor DeVore.

Absent:

None.

Also Present:

City Manager Michael Burns, Chief of Police Steve Bukala, Lowell Light & Power

General Manager Steve Donkersloot, and City Clerk Sue Ullery.

2. AMEND THE AGENDA.

IT WAS MOVED BY DEVORE and seconded by SALZWEDEL to amend the agenda, adding item "d" under new business: Appoint a new delegate for the Detroit MML in September.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

3. APPROVAL OF THE CONSENT AGENDA.

- Approval of the Agenda as amended.
- Approve and place on file the minutes of the regular and closed minutes of the July 1, 2019 City Council Meeting.
- Authorize payment of invoices in the amount of \$141,889.77.

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

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

NO: None.

ABSENT: None.

MOTION CARRIED.

4. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

Perry Beachum 924 Riverside Drive stated the Park & Recreation Meeting will be held at Creekside Park, July 16, 2019 at 6:00 p.m.

OLD BUSINESS

a. City Income Tax.

City Manager Michael Burns gave an update on the City Income tax stating he has been working with Mary Ann Sabo on developing a communication plan for the 60 days prior to the election to get the information out. Also working with Dave Austin and Prein & Newhof on developing the street plan with the funding that would come from the Income Tax if approved.

Burns continued stating he has sought out a proposal from Sabo PR. Sabo PR handles our crisis communication through our City Attorney and they are experienced at developing communication plans throughout Kent County. This proposal will develop media information, develop content, website information, possible digital advertising, and a social media campaign through these efforts. Total cost of the project will not exceed \$12,000. We can only provide educational content and all material will need to be approved by the City Attorney before distribution.

IT WAS MOVED BY CHAMBERS and seconded by YANKOVICH to approve Lowell City Council enter into an agreement with Sabo PR to develop a communication plan for a cost not to exceed \$12,000. YES: Councilmember Salzwedel, Councilmember Yankovich, Councilmember Chambers, Councilmember Canfield and Mayor DeVore.

NO: None.

ABSENT: None.

MOTION CARRIED.

<u>Recreational Marijuana.</u>

City Manager Michael Burns stated we were planning on providing the first draft of the regulatory ordinance for recreational marijuana and bringing what is being recommended by the Planning Commission, but late last week, the State of Michigan issued their emergency rules which are 65 pages long and some of the rules that are being implemented do not necessarily interact with things that are in our recommended planning ordinance and the regulatory ordinance. So we need to make some changes to it.

c. Sidewalks.

City Manager Michael Burns stated this project has not transpired as planned up to this point. For many reasons, we have not been able to follow through with the sidewalk enforcement and in the Spring, we will re-establish our sidewalk standards. Fees are being waived for the time being when request are received right now to correct sidewalks. Roger LaWarre has provided information for anyone in the City who needs assistance, and we can share that information when the need arises. We as the City also need to address our sidewalks before we address the resident's sidewalks, so this fall, Groundhog Excavating will be pouring sidewalks at parks throughout the City thanks to the grant from the LCTV Fund to do so. MDOT is responsible for the sidewalks on the bridge and Burns has contacted them regarding the problem areas and waiting to hear back from them.

NEW BUSINESS

a. Fire Department Consultant Discussion.

Mayor Devore opened the discussion to Council regarding the consultants that the Fire Authority is looking at to hire for consulting them. Devore is concerned about the price and whether many items

in the proposal are beyond the scope of the board. There is a Fire Authority meeting Thursday to discuss these consultant proposals. Devore will ask questions and voice his concerns and then report back to Council. Council would like more information before discussing further.

Monroe Street Traffic Island.

City Manager Michael Burns stated the Police Department has tried to step up their efforts on enforcing trucks from traveling on Monroe Street, it is a never ending battle. We believe a traffic island on Monroe at E. Main would resolve this issue of trucks traveling down Monroe. From our experience, we realize trucks don't like these islands as it is difficult for them to maneuver around. The other issue we see at this intersection, are left hand turns for vehicles going south on Monroe to go west on Main. The left hand turn is unsafe. Council discussed these issues at length and will move to old business to revisit once the new Director of Public Works, Dan Czarnecki gets here.

c. Amended LL&P MERS 457 Participation Agreement.

Lowell Light & Power General Manager Steve Donkersloot stated in May 2019, the LL&P Board and City Council adopted a MERS 457 Plan for LL&P employees. Since that time, there has been a growing interest amongst a handful of LL&P employees to make Roth contributions within the MERS 457 Plan. However, when the plan was initially adopted, Section V, "Roth Deferral Contributions", was marked as "shall not be permitted" box; in all honesty, it was likely an oversight. Because of this, the LL&P Board, at their July 10th Board Meeting, move to recommend that the City Council amend the LL&P MERS 457 Participation Agreement.

IT WAS MOVED BY CANFIELD and seconded by SALZWEDEL to adopt the Amended LL&P MERS 457 Participation Agreement.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

c. Appoint a new delegate for the Detroit MML in September.

It was a consensus by City Council to appoint Mayor DeVore as the delegate for the September MML in Detroit.

7. BOARD/COMMISSION REPORTS.

Councilmember Canfield stated the LARA board did not meet last week because they did not have a quorum and tomorrow night, July 16, 2019, the Park & Rec Board will be meeting over at the Creekside Park.

Councilmember Chambers stated at the Lowell Light & Power Board meeting they worked on meters.

At the Planning Commission meeting, the PUD for the Unity School was brought before them and they are waiting on answers to questions and will have those answers in August and make a decision then.

Councilmember Yankovich stated that the Chamber didn't meet in July and the Historic District Commission still has two appointment openings that need to be filled. Mayor Devore said the Fire Authority meeting was already covered and is cancelled for August. The Vision meeting will be in August for the Community cleanup.

8. MONTHLY REPORTS.

There was none.

MANAGERS REPORT.

City Manager Michael Burns reported on the following:

- Riverwalk Festival was a great success, very busy and great for our merchants. Liz Baker and the Chamber did an awesome job once again. Fireworks were also great.
- MDOT has responded to the request for a left turn onto Main from Hudson and they said no but want to meet with us. We will meet with them in August once Dan Czarnecki starts.
- Dan Czarnecki will be starting August 5, 2019 and Burns has been giving him some information about things he is going to be dealing with when he gets here. LaBombard left him some great notes.
- Close to updating the employee handbook, should have it complete and to Council in a month.

10. APPOINTMENTS.

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

11. COUNCIL COMMENTS.

Councilmember Yankovich asked if we have an ordinance that refers to the parking of boats, kayaks, fishing boats, float boats on the Riverwalk overnight or long term and if we don't maybe we should look into creating one. City Manager Michael Burns said he would look into that. Chief of Police Steve Bukala read from the ordinance section referring to it.

Councilmember Salzwedel thanked all the volunteers that worked the Riverwalk Festival. They did a great job.

Mayor DeVore thanked Liz Baker at the Chamber of Commerce, had a record enrollment for the run. Liz did a great job of organizing. It just keeps getting better and better. DeVore suggested a form of satellite Council meetings in the future to reach more people about what is happening all around town. DeVore also thanked Marty Chambers for fixing the duck float.

Councilmember (Chambers	brought c	upcakes	and they	all wis	shed M	ayor I	Devore a	Happy	Birthday.

12. <u>ADJOURNMENT.</u>	
IT WAS MOVED SALZWEDEL and secon	nded by YANKOVICH to adjourn at 8:00 p.m.
DATE:	APPROVED:
Mike DeVore, Mayor	Sue Ullery, Lowell City Clerk

08/02/2019 09:09 AM

TOTAL FOR: CHROUCH COMMUNICATIONS, INC.

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DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL

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52.00

POST DATES 07/12/2019 - 08/02/2019 BOTH JOURNALIZED AND UNJOURNALIZED

Mandau Cada XX 1 XX	PAID - CHECK TYPE: PAPER CHECK	
Vendor Code Vendor Nam Invoice	ne Description	Amount
REFUND TAX RUSSELL F		
08/02/2019	2019 Sum Tax Refund 41-20-02-252-005	14.59
TOTAL FOR: RUSSELL ROSE	M	14.59
01513 ADDORIO TE	CCHNOLOGIES, LLC	
8104	DATA PROCESSING	2,132.99
8105	DATA PROCESSING	681.25
8106	ACCOUNT STATEMENT	1,500.00
TOTAL FOR: ADDORIO TECHNO	LOGIES, LLC	4,314.24
MISC ADVANCED E	UILDING & CONSTRUCTION	
7/31/2019	BOND REFUND 1100 SIBLEY	500.00
POTAL FOR: ADVANCED BUILD	ING & CONSTRUCTION	500.00
10816 AMAZON CAP	TIAL SERVICES	
1R1C-J4LD-DW	GG AMAZON BUSINESS ACCT	328.99
1YRW-G4RF-L4W		297.00
7/16/2019	WTP DRILL/GREASE GUN	436.87
COTAL FOR: AMAZON CAPTIAL	SERVICES	1,062.86
10731 APPLIED IM	AGING	
1375394	COPY MACHINE CONTRACT	199.23
TOTAL FOR: APPLIED IMAGING		
OTAL FOR. AFFLIED IMAGING		199.23
.0799 ARCHIVESOC	IAL, INC	
7678	ARCHIVING RECORDS	2,388.00
OTAL FOR: ARCHIVESOCIAL,	INC	2,388.00
,		2,300.00
00045 BARTLETT,		
	MILEAGE & METE READING	769.88
'OTAL FOR: BARTLETT, SANDY		769.88
.0686 BETTEN BAK		
128672		355.80
128768		35.98
128867	LPD CHEVY #841 R & M	1,070.41
128972 129003	LPD EXPOLORER #839 R & M	35.98
129003	POLICE #836 R & M	214.93
OTAL FOR BETTEN BAKER		4 540 40

TOTAL FOR: BETTEN BAKER 1,713.10 10178 BHS INSURANCE AGENCY INC. 35406 INS RENEWAL 7/1/2019 - 7/1/2020 112,580.00 35629 RIVERWALK LIQUOR ENDORSEMENT 500.00 TOTAL FOR: BHS INSURANCE AGENCY INC. 113,080.00 00065 BOUWHUIS SUPPLY, INC. 60021 PARKS TOWELS 130.23 TOTAL FOR: BOUWHUIS SUPPLY, INC. 130.23 00084 CANFIELD PLUMBING & HEATING IN I77511 LIBRARY R & M 99.00 TOTAL FOR: CANFIELD PLUMBING & HEATING IN 99.00 00101 CHROUCH COMMUNICATIONS, INC. 145001361-1 POLICE BELT CLIPS 52.00

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User: LORI POST DATES 07/12/2019 - 08/02/2019 DB: Lowell BOTH JOURNALIZED AND UNJOURNALIZED

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II 1	77 1 27	PAID - CHECK TYPE: PAPER CHECK	
vendor Code	Vendor Name Invoice	Description	Amount
10509	CONSUMERS ENER 6/25 - 7/23/19 6/26 - 7/25/19 JULY 2019		18.40 743.63 499.13
TOTAL FOR: (CONSUMERS ENERGY		1,261.16
00139	DEJONG, DON 7/26/19	JULY PHONE & LANDSCAPE PROF CLASS	70.00
TOTAL FOR: 1	DEJONG, DON		70.00
02035	DIGITAL OFFICE 18619 18620	MACHINES, INC. POLICE COPY MACHINE CONTRACT DPW COPY MACHINE	34.91 19.89
TOTAL FOR: I	DIGITAL OFFICE MACE	HINES, INC.	54.80
00744	ETNA SUPPLY CO S103149525.001	MPANY WATER DEPT R & M	496.19
FOTAL FOR: F	ETNA SUPPLY COMPANY		496.19
10673	FERGUSON WATER 0078331	WORKS WATER/SEWER METERS & PARTS	12,445.95
FOTAL FOR: F	FERGUSON WATERWORKS	3	12,445.95
00225	GRAND RAPIDS C 7/1 - 7/15/19		10,682.67
OTAL FOR: G	GRAND RAPIDS COMMUN	IITY COLLEGE	10,682.67
01508	GTW 191415	SQUARE GRAY-BLUE MIRROR	84.67
FOTAL FOR: G	GTW		84.67
00234	HACH COMPANY 11532772	WPT SUPPLIES	637.51
'OTAL FOR: H	HACH COMPANY		637.51
00710	HAROLD ZEIGLER 210248	FORD, INC. FORD EXPLORER 2015 R & M	369.95
OTAL FOR: H	HAROLD ZEIGLER FORD	, INC.	369.95
00248	HOOPER PRINTING 57945	G CITY PERMIT DECALS 19-20	71.03
'OTAL FOR: H	OOPER PRINTING		71.03
REFUND UB	JOHNSON, ANGELZ 08/02/2019	A UB refund for account: 5-02201-3	74.59
'OTAL FOR: J	OHNSON, ANGELA		74.59
0501	KCAAO 07/16/19	MEMBERSHIP DUES (\$30 ALREADY SENT) - RASHID	45.00
OTAL FOR: K	CCAAO		45.00
0300	KENT COUNTY TRE 7/1 - 7/15/2019 7/1-7/15/19 7/30/2019		55,485.38 33.79 317.50
	ENT COUNTY TREASUR		55,836.67

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TOTAL FOR: NYE UNIFORM COMPANY CO

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POST DATES 07/12/2019 - 08/02/2019 BOTH JOURNALIZED AND UNJOURNALIZED

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PAID - CHECK TYPE: PAPER CHECK	
Vendor Code Vendor Name Invoice Description	Amount
00303 KENT DISTRICT LIBRARY 7/1 - 7/15/2019 TAX DISBURSEMENT	3.34
TOTAL FOR: KENT DISTRICT LIBRARY	3.34
00302 KENT INTERMEDIATE SCHOOL DIST.	
7/1 - 7/15/2019 TAX DISBURSEMENT TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST.	34,048.11
	34,048.11
02209 KERKSTRA PORTABLE, INC. 141594 REC PARK PORTABLE RESTROOM 141595 BURLCH FIELD PORTABLE RESTROOM 141596 CEMETERY PORTABLE RESTROOM 142488 BOAT LAUNCH RESTROOM	220.00 135.00 90.00 210.00
TOTAL FOR: KERKSTRA PORTABLE, INC.	655.00
10627 KIESLER'S POLICE SUPPLY, INC SI100217 POLICE EQUIPMENT	718.37
TOTAL FOR: KIESLER'S POLICE SUPPLY, INC	718.37
10306 LELAND CONOR PROPERTIES, LLC 8/1/2019 HDC GRANT - PRISM GLASS 219 W MAIN	720.00
TOTAL FOR: LELAND CONOR PROPERTIES, LLC	720.00
02301 LERMA 7/31/2019 LERMA TRAINING CONF - HEFFRON	85.00
TOTAL FOR: LERMA	85.00
10179 LINCOLN NURSERIES, INC. 0000216458 DDA PLANTS	5.00
TOTAL FOR: LINCOLN NURSERIES, INC.	5.00
10181 LOWELL AREA FIRE AUTHORITY 23 2019 FIRE SERVICES JULY-SEPT	28,950.22
TOTAL FOR: LOWELL AREA FIRE AUTHORITY	28,950.22
1374 LOWELL AREA HISTORICAL MUSEUM 7/1 - 7/15/2019 TAX DISBURSEMENT	1,469.83
TOTAL FOR: LOWELL AREA HISTORICAL MUSEUM	1,469.83
00562 LOWELL AREA SCHOOLS 7/1 - 7/15/2019 TAX DISBURSEMENT	45,554.57
TOTAL FOR: LOWELL AREA SCHOOLS	45,554.57
00341 LOWELL LIGHT & POWER 3316 JULY ACCESS POINT	937.20
7/31/2019 ELECTRIC FOR JULY 2019 TOTAL FOR: LOWELL LIGHT & POWER	20,195.07
	21,132.27
10251 MAG PLUMBING SERVICE LLC 1453 BULK WATER FILL LINE R & M	1,106.00
TOTAL FOR: MAG PLUMBING SERVICE LLC	1,106.00
00426 MODEL COVERALL SERVICE, INC. JULY 2019 LIBRARY RUGS	248.26
TOTAL FOR: MODEL COVERALL SERVICE, INC.	248.26
00468 NYE UNIFORM COMPANY CO 707139 POLICE UNIFORMS	121.00
MOMENT HOR WITH FORM GOVERNMENT OF	

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TOTAL - ALL VENDORS

DB: Lowell

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POST DATES 07/12/2019 - 08/02/2019 BOTH JOURNALIZED AND UNJOURNALIZED

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Vendor Code Vendor Name Invoice Description Amount 00506 POSTMASTER 7/31/2019 WATER/SEWER BILLS DUE AUGUST 431.95 TOTAL FOR: POSTMASTER 431.95 PREIN & NEWHOF, INC. 00512 50813 SAW GRANT 72,575.73 TOTAL FOR: PREIN & NEWHOF, INC. 72,575.73 10821 PROTEC 2019-2020 MEMBERSHIP DUES 472.88 TOTAL FOR: PROTEC 472.88 10133 RED CREEK WASTE SERVICES INC. 97R00500 TRASH SERVICES 545.53 TOTAL FOR: RED CREEK WASTE SERVICES INC. 545.53 RISNER'S ROOFING & HOME IMPROVEMENT 10534 8/1/2019 FOREMAN BULDING REPAIRS 23,250.00 TOTAL FOR: RISNER'S ROOFING & HOME IMPROVEMENT 23,250.00 10378 RUESINK, KATHIE 010990/010991 CLEANING SERVICES 540.00 TOTAL FOR: RUESINK, KATHIE 540.00 02383 SANISWEEP, INC. 96513 M21 SWEEP FOR STRIPING 350.00 TOTAL FOR: SANISWEEP, INC. 350.00 REFUND UB SEELEY, JASON 08/02/2019 UB refund for account: 3-02600-4 51.03 TOTAL FOR: SEELEY, JASON 51.03 00924 STATE OF MICHIGAN 761-10426572 STONEY LAKESIDE SAMPLES 411.00 TOTAL FOR: STATE OF MICHIGAN 411.00 SUEZ WATER ENVIRONMENTAL SVC INC 201937361 WWTP CONTRACT JULY 2019 38,490.00 TOTAL FOR: SUEZ WATER ENVIRONMENTAL SVC INC 38,490.00 10514 SUPPLYGEEKS OE-12866-1 OFFICE SUPPLIES 263.31 TOTAL FOR: SUPPLYGEEKS 263.31 10484 VERGENNES BROADBAND 5267-20190717-1 INTERNET 309.99 TOTAL FOR: VERGENNES BROADBAND 309.99 01295 X-CEL CHEMICAL SPECIALTIES CO. 74253 PARK SUPPLIES 143.40 TOTAL FOR: X-CEL CHEMICAL SPECIALTIES CO. 143.40 01967 ZACH'S CLEAN CUT LAWN CARE 8872* MOWING PER POLICE DEPT 60.00 TOTAL FOR: ZACH'S CLEAN CUT LAWN CARE 60.00

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08/02/2019 09:06 AM INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL

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POST DATES 07/12/2019 - 08/02/2019 BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #

Fund 101 GENERAL FUND Dept 000				
101-000-040.000 ACCOUNTS RECEIVABLE	ZACH'S CLEAN CUT LAWN CAR	MOWING PER POLICE DEPT	60.00	73092
101-000-084.015 DUE FROM FIRE AUTHORITY	VERGENNES BROADBAND	INTERNET	28.58	73089
101-000-085.000 DUE FROM LIGHT & POWER	VERGENNES BROADBAND	INTERNET	58.58	73089
101-000-222.000 DUE TO COUNTY-TRAILER FEE	KENT COUNTY TREASURER	TRAILER FEES	63.50	73148
101-000-222.001 DUE CO-DELINQ PERS PROP T	KENT COUNTY TREASURER	TAX DISBURSEMENT DELINQ	15.71	73109
101-000-223.001 DUE LIB-DELINQ PERS PROP	KENT DISTRICT LIBRARY	TAX DISBURSEMENT	3.18	73110
101-000-225.000 DUE TO SET -TRAILER FEES	KENT COUNTY TREASURER	TRAILER FEES	254.00	73148
101-000-225.001 DUE SCHL-DELINQ PERS PROB	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	34.64	73116
101-000-228.009 DUE TO STATE-DELING S.E.T	KENT COUNTY TREASURER	TAX DISBURSEMENT DELINQ	15.00	73109
101-000-234.001 DUE INTERMED SCHL-DELINQ	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	14.11	73111
101-000-235.001 DUE TO COM COLLEGE-DELING	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	4.42	73102
101-000-236.001 DUE TO LOWELL HISTORICAL	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	0.60	73115
101-000-274.000 UNDISTRIBUTED DELINQUENT	GRAND RAPIDS COMMUNITY CO	TAX.DISBURSEMENT	0.49	73102
101-000-274.000 UNDISTRIBUTED DELINQUENT	KENT COUNTY TREASURER	TAX DISBURSEMENT DELINQ	3.08	73109
101-000-274.000 UNDISTRIBUTED DELINQUENT	KENT DISTRICT LIBRARY	TAX DISBURSEMENT	0.16	73110
101-000-274.000 UNDISTRIBUTED DELINQUENT	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	1.56	73111
101-000-274.000 UNDISTRIBUTED DELINQUENT	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	0.07	73115
101-000-274.000 UNDISTRIBUTED DELINQUENT	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	2.76	73116
101-000-285.000 DEPOSITS	ADVANCED BUILDING & CONST	BOND REFUND 1100 SIBLEY	500.00	73138
101-000-676.000 INSURANCE RECOVERIES	RISNER'S ROOFING & HOME I	FOREMAN BULDING REPAIRS	22,750.00	73160
	Total For Dept 000		23,810.44	
Dept 172 MANAGER 101-172-955.000 MISCELLANEOUS EXPENSE	PROTEC	MEMBERSHIP DUES	472.88	73120
	Total For Dept 172 MANAGE		472.88	
Dept 209 ASSESSOR 101-209-955.000 MISCELLANEOUS EXPENSE	KCAAO	MEMBERSHIP DUES (\$30 ALRE	45.00	73082
101 209 933.000 MIDCEBBANGOOS EXTENSE		MEMBERSHIE DOES (400 HEKE		13002
Dept 265 CITY HALL	Total For Dept 209 ASSESS		45.00	
101-265-740.000 OPERATING SUPPLIES	HOOPER PRINTING	CITY PERMIT DECALS 19-20	71.03	73081
101-265-740.000 OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	87.04	73132
101-265-802.000 CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICES	64.45	73159
101-265-802.000 CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES	330.00	73161
101-265-850.000 COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	43.52	73089
101-265-850.000 COMMUNICATIONS	LOWELL LIGHT & POWER	JULY ACCESS POINT	418.24	73153
101-265-920.000 PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	567.91	73144
101-265-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	3,862.61	73152
	Total For Dept 265 CITY H		5,444.80	
Dept 276 CEMETERY	auppt varrye	07777		
101-276-740.000 OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	48.35	73132
101-276-802.000 CONTRACTUAL	KERKSTRA PORTABLE, INC.	CEMETERY PORTABLE RESTROO	90.00	73083
101-276-850.000 COMMUNICATIONS	DEJONG, DON	JULY PHONE & LANDSCAPE PR	30.00	73128
101-276-864.000 CONFERENCES & CONVENTIONS		JULY PHONE & LANDSCAPE PR	40.00	73128
101-276-920.000 PUBLIC UTILITIES		ELECTRIC FOR JULY 2019	61.51	73152
Dept 294 UNALLOCATED MISCELLANEOUS	Total For Dept 276 CEMETE		269.86	
101-294-910.000 UNALLOCATED INSURANCE	BHS INSURANCE AGENCY INC.	INS RENEWAL 7/1/2019 - 7/	112,580.00	73075
101-294-910.000 UNALLOCATED INSURANCE	BHS INSURANCE AGENCY INC.	RIVERWALK LIQUOR ENDORSEM	500.00	73141
	Total For Dept 294 UNALLO		113,080.00	
Dept 301 POLICE DEPARTMENT 101-301-744.000 UNIFORMS	NYE UNIFORM COMPANY CO	POLICE UNIFORMS	121.00	73158
101-301-850.000 COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	43.58	73089
101-301-850.000 COMMUNICATIONS	LOWELL LIGHT & POWER	JULY ACCESS POINT	98.19	73153
101-301-930.000 R & M EQUIPMENT	CHROUCH COMMUNICATIONS, I		52.00	73127
101-301-957.000 TRAINING		LERMA TRAINING CONF - HEF	85.00	73150

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GL Number	Invoice Line Desc	Vendor		Invoice Description

GL Number I	Invoice Line Desc	BOTH OPEN AND PA	AID Invoice Description	Amount	Check #
Fund 101 GENERAL Dept 301 POLICE D					
101-301-984.000 E		KIESLER'S POLICE SUPPLY,	POLICE EQUIPMENT	718.37	73113
		Total For Dept 301 POLICE	E	1,118.14	
Dept 336 FIRE 101-336-985.000 F	TIRE COMMISSION PAYMENT	LOWELL AREA FIRE AUTHORIT	2019 FIRE SERVICES JULY-S	28,950.22	73084
		Total For Dept 336 FIRE		28,950.22	
Dept 441 DEPARTME 101-441-802.000 C	INT OF PUBLIC WORKS	RED CREEK WASTE SERVICES	TRASH SERVICES	207.86	73159
101-441-850.000 C	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	28.58	73089
101-441-850.000 C	COMMUNICATIONS	LOWELL LIGHT & POWER	JULY ACCESS POINT	28.36	73153
101-441-920.000 P	UBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	108.07	73097
101-441-920.000 P	UBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	422.55	73152
101-441-926.000 S	TREET LIGHTING	LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	1,132.10	73152
		Total For Dept 441 DEPART		1,927.52	
Dept 747 CHAMBER/		CONSUMERS ENERGY	ACCOUNT STATEMENTS	17.75	73097
101-747-920.000 C		LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	166.73	73152
		Total For Dept 747 CHAMBE		184.48	75152
Dept 751 PARKS 101-751-740.000 O	DEDARTING OUDDITIES	-			
		X-CEL CHEMICAL SPECIALTIE		143.40	73123
101-751-740.000 01		BOUWHUIS SUPPLY, INC.	PARKS TOWELS	130.23	73126
101-751-740.000 OI		GTW	SQUARE GRAY-BLUE MIRROR	42.33	73129
101-751-802.000 CC		KERKSTRA PORTABLE, INC.	BURLCH FIELD PORTABLE RES	135.00	73083
101-751-802.000 CC		KERKSTRA PORTABLE, INC.	REC PARK PORTABLE RESTROO	220.00	73083
101-751-802.000 CC		RED CREEK WASTE SERVICES	TRASH SERVICES	225.72	73159
101-751-802.000 CC		RISNER'S ROOFING & HOME I		500.00	73160
101-751-802.000 CC		SANISWEEP, INC.	M21 SWEEP FOR STRIPING	350.00	73162
101-731-920.000 PC	OBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	453.96	73152
Dept 757 SHOWBOAT		Total For Dept 751 PARKS		2,200.64	
101-757-920.000 SF	HOWBOAT UTILITIES	LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	57.52	73152
Dept 790 LIBRARY		Total For Dept 757 SHOWBO		57.52	
101-790-740.000 OF	PERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	127.92	73132
101-790-802.000 CC	ONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICES	47.50	73159
101-790-802.000 CC	ONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES	210.00	73161
101-790-850.000 CC	OMMUNICATIONS	LOWELL LIGHT & POWER	JULY ACCESS POINT	134.60	73153
101-790-920.000 PC	JBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	189.93	73097
101-790-920.000 PU	JBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	1,586.95	73152
101-790-930.000 RE	EPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	LIBRARY R & M	99.00	73143
101-790-930.000 RE	EPAIR & MAINTENANCE	MODEL COVERALL SERVICE, I	LIBRARY RUGS	248.26	73156
Don't 004 MILERIA		Total For Dept 790 LIBRAR		2,644.16	
Dept 804 MUSEUM 101-804-920.000 PU	UBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	17.75	73097
101-804-920.000 PU	JBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	450.49	73152
101-804-955.000 PR	ROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU		1,469.16	73115
		Total For Dept 804 MUSEUM		1,937.40	
		Total For Fund 101 GENERA		182,143.06	
Fund 203 LOCAL STR Dept 463 MAINTENAN	ICE				
203-463-740.000 OP	ERATING SUPPLIES		SQUARE GRAY-BLUE MIRROR	42.34	73129
		Total For Dept 463 MAINTE		42.34	
		Total For Fund 203 LOCAL		42.34	

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Fund 238 HISTOR Dept 000	RICAL DISTRICT FUND				
	COMMUNITY PROMOTION	LELAND CONOR PROPERTIES,	HDC GRANT - PRISM GLASS 2	720.00	73149
		Total For Dept 000		720.00	
Fund 248 DOWNTO Dept 463 MAINTE	OWN DEVELOPMENT AUTHORITY	Total For Fund 238 HISTO	R	720.00	
	OPERATING SUPPLIES	LINCOLN NURSERIES, INC.	DDA PLANTS	5.00	73114
248-463-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	BOAT LAUNCH RESTROOM	210.00	73112
248-463-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	477.95	73152
		Total For Dept 463 MAINTE	3	692.95	
Fund 581 AIRPOR Dept 000	T FUND	Total For Fund 248 DOWNTO		692.95	
	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	175.72	73144
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	INTERNET	49.99	73089
		Total For Dept 000		225.71	
		Total For Fund 581 AIRPOR	3	225.71	
Fund 590 WASTEW Dept 000					
590-000-043.000	DUE FROM EARTH TECH	VERGENNES BROADBAND	INTERNET	28.58	73089
	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	4,817.10	73152
	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	JULY ACCESS POINT	163.27	73153
	Sewer Inside 5/8"	JOHNSON, ANGELA	UB refund for account: 5-	42.19	73147
590-000-276.000	Sewer Inside 5/8"	SEELEY, JASON	UB refund for account: 3-	29.44	73163
Dept 550 TREATM	FNT	Total For Dept 000		5,080.58	
590-550-802.000		SUEZ WATER ENVIRONMENTAL	WWTP CONTRACT JULY 2019	38,490.00	73131
		Total For Dept 550 TREATM	I	38,490.00	
Dept 551 COLLECT	PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	SAW GRANT	70 575 70	73119
	REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER/SEWER METERS & PART	72,575.73 6,222.98	73119
		Total For Dept 551 COLLEC			/3101
Dept 552 CUSTOME	ER ACCOUNTS	Total for Dept 551 COLLEC		78,798.71	
	SALARIES-METER READS	BARTLETT, SANDY	MILEAGE & METE READING	354.20	73074
90-552-730.000		POSTMASTER	WATER/SEWER BILLS DUE AUG	215.97	73135
90-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE & METE READING	30.74	73074
		Total For Dept 552 CUSTOM	:: ::	600.91	
Fund 591 WATER F		Total For Fund 590 WASTEW		122,970.20	
Dept 000	עמט				
91-000-276.000	Water Inside 5/8"	JOHNSON, ANGELA	UB refund for account: 5-	32.40	73147
91-000-276.000	Water Inside 5/8"	SEELEY, JASON	UB refund for account: 3-	21.59	73163
)	INT	Total For Dept 000		53.99	
ept 570 TREATME 91-570-740.000	OPERATING SUPPLIES	HACH COMPANY	WPT SUPPLIES	637.51	73080
91-570-801.000	PROFESSIONAL SERVICES	STATE OF MICHIGAN	STONEY LAKESIDE SAMPLES	411.00	73164
91-570-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	28.58	73089
91-570-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	JULY ACCESS POINT	94.54	73153
91-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	151.08	73097
91-570-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC FOR JULY 2019	4,878.47	73152
91-570-930.000	REPAIR & MAINTENANCE	AMAZON CAPTIAL SERVICES	WTP DRILL/GREASE GUN	436.87	73139
91-570-930.000	REPAIR & MAINTENANCE	AMAZON CAPTIAL SERVICES	AMAZON BUSINESS ACCT	328.99	73139

Total For Dept 570 TREATM

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Fund 591 WATER FUND				
Dept 571 DISTRIBUTION 591-571-920.000 PUBLIC UTILITIES	CONSUMERS ENERGY	A OCOLINIE CERTENDA EN	14 55	72007
591-571-920.000 PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	14.55	73097
591-571-920.000 PUBLIC UTILITIES		ACCT STATEMENT	18.40	73144
591-571-930.000 FUBBLE STELLINES	LOWELL LIGHT & POWER AMAZON CAPTIAL SERVICES	ELECTRIC FOR JULY 2019	1,827.13	73152
591-571-930.000 REPAIR & MAINTENANCE	ETNA SUPPLY COMPANY	ACCOUNT SUMMARY	297.00	73073
591-571-930.000 REPAIR & MAINTENANCE	FERGUSON WATERWORKS	WATER DEPT R & M	496.19	73099
591-571-930.000 REPAIR & MAINTENANCE		WATER/SEWER METERS & PART	6,222.97	73101
J91-3/1-930.000 REFAIR & MAINTENANCE		BULK WATER FILL LINE R &	1,106.00	73117
	Total For Dept 571 DISTRI		9,982.24	
Dept 572 CUSTOMER ACCOUNTS 591-572-703.000 SALARIES-METER READS	BARTLETT, SANDY	MILEAGE & METE READING	354.20	73074
591-572-730.000 POSTAGE	POSTMASTER	WATER/SEWER BILLS DUE AUG	215.98	73135
591-572-860.000 TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE & METE READING	30.74	73074
	Total For Dept 572 CUSTOM		600.92	
	Total For Fund 591 WATER		17,604.19	
Fund 636 DATA PROCESSING FUND				
Dept 000 636-000-801.000 PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC	DATA DDOORGGING	2,132.99	73124
636-000-801.000 PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC		681.25	73124
636-000-801.000 PROFESSIONAL SERVICES	ADDORIO TECHNOLOGIES, LLC		1,500.00	73124
636-000-802.000 CONTRACTUAL	APPLIED IMAGING	COPY MACHINE CONTRACT	1,300.00	73093
636-000-802.000 CONTRACTUAL	ARCHIVESOCIAL, INC	ARCHIVING RECORDS	2,388.00	73093
636-000-802.000 CONTRACTUAL	DIGITAL OFFICE MACHINES,	POLICE COPY MACHINE CONTR	34.91	73146
636-000-802.000 CONTRACTUAL	DIGITAL OFFICE MACHINES,	DPW COPY MACHINE	19.89	73146
	Total For Dept 000		6,956.27	
	Total For Fund 636 DATA P		6,956.27	
Fund 661 EQUIPMENT FUND				
Dept 895 FLEET MAINT. & REPLACEMENT				
661-895-930.000 REPAIR & MAINTENANCE	BETTEN BAKER	FORD EXPLORER 2015 R & M	35.98	73096
661-895-930.000 REPAIR & MAINTENANCE	BETTEN BAKER	FORD EXPLORER 2015	355.80	73096
661-895-930.000 REPAIR & MAINTENANCE		FORD EXPLORER 2015 R & M	369.95	73104
661-895-930.000 REPAIR & MAINTENANCE	BETTEN BAKER	LPD CHEVY #841 R & M	1,070.41	73125
661-895-930.000 REPAIR & MAINTENANCE	BETTEN BAKER	LPD EXPOLORER #839 R & M	35.98	73125
661-895-930.000 REPAIR & MAINTENANCE	BETTEN BAKER	POLICE #836 R & M	214.93	73140
	Total For Dept 895 FLEET		2,083.05	
	Total For Fund 661 EQUIPM		2,083.05	
Fund 703 CURRENT TAX COLLECTION FUND Dept 000				
703-000-222.000 DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	20,819.09	73108
703-000-225.000 DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	45,517.17	73116
703-000-228.009 DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	34,666.29	73108
703-000-234.000 DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	34,032.44	73111
703-000-235.000 DUE TO COMMUNITY COLLEGE			10,677.76	73102
703-000-275.000 DUE TO TAXPAYERS	RUSSELL ROSE M	2019 Sum Tax Refund 41-20	14.59	73136
	Total For Dept 000		145,727.34	
	Total For Fund 703 CURREN		145,727.34	

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Fund Totals:

Fund 636 DATA PROCESSING 6,956.27 Fund 661 EQUIPMENT FUND 2,083.05 Fund 703 CURRENT TAX COLL 145,727.34			Fund 581 AIRPORT FUND 225.71	Fund 248 DOWNTOWN DEVELOP 692.95	Fund 238 HISTORICAL DISTR 720.00	Fund 203 LOCAL STREET FUN 42.34	Fund Fund Fund Fund Fund Fund Fund	203 238 248 581 590 591 636 661	HISTORICAL DISTR DOWNTOWN DEVELOP AIRPORT FUND WASTEWATER FUND WATER FUND DATA PROCESSING EQUIPMENT FUND	
Fund 238 HISTORICAL DISTR 720.00 Fund 248 DOWNTOWN DEVELOP 692.95 Fund 581 AIRPORT FUND 225.71 Fund 590 WASTEWATER FUND 122,970.20 Fund 591 WATER FUND 17,604.19	Fund 238 HISTORICAL DISTR 720.00 Fund 248 DOWNTOWN DEVELOP 692.95 Fund 581 AIRPORT FUND 225.71	Fund 238 HISTORICAL DISTR 720.00 Fund 248 DOWNTOWN DEVELOP 692.95	Fund 238 HISTORICAL DISTR 720.00		Fund 203 LOCAL STREET FUN 42.34		Fund	101	GENERAL FUND	182,143.06

479,165.11

LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



DATE: August 1, 2019

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager MA

RE: Construction Engineering for Showboat

and DPW Building

Comprehensive Engineering is near completing the design services component of this project. Attached are separate proposals from them for engineering services for the Showboat Construction Documents and the renovation of the former DPW building adjacent to the Showboat. These proposals scope out services for building code compliance, plumbing, fire suppression, HVAC, electrical and structural systems for the proposed DPW Building. For the Showboat, they propose services for the building code compliance, HVAC and electrical system. If you recall, restrooms will be at the DPW building thus no plan for running water on the boat.

They will be developing construction specs and bid packages for both the Showboat and DPW Building. The costs for services are the following:

- DPW Building \$33,000 (paid from fundraised proceeds)
- Showboat \$42,000 (paid from grant proceeds)

The detail for each proposal is attached and representatives from Comprehensive Engineering are present to answer questions you might have.

I recommend the Lowell City Council approve engineering services with Comprehensive Engineering for the DPW Building at a cost not to exceed \$33,000 and the Showboat for a cost not to exceed \$42,000.



July 23, 2019

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

Re:

Engineering Services for

The Lowell Showboat Construction Documents

Dear Mike,

Thank you for considering Comprehensive Engineering, PC for engineering services on this project.

Overview of Project:

The City of Lowell is planning to provide a new showboat fabricated by Princess Riverboats located in Lansing. The boat will be transported to the City of Lowell in sections and erected early Summer 2020.

Michael Lynch to provide architectural services and Hearthstone Design Studio is the Interior Designer contracted with the City of Lowell.

Engineering System Assumptions:

The following assumptions have been made regarding the type and complexity of anticipated engineering systems that will be utilized on this project.

- Use Group: We understand design and construction to be based on the Michigan Building Code Use Group B for Business.
- 2. HVAC System: We assume the HVAC system to be hot water radiant heat and forced air ventilation and air conditioning. Snowmelt system to be hot glycol served by the hot water heating boiler. There will be no plumbing or fire suppression systems for the showboat.
- 3. Electrical System: We assume a new electrical service for showboat. We understand the Riverboat to be classified as a "floating building" rather than a boat, and as such covered by Article 553 of the National Electrical Code. This will need to be verified in conversation with the Authority Having Jurisdiction.

This proposal assumes that a schematic package was owner approved. The schematic design will used to establish the direction for proceeding with final design. Decisions that may increase project costs or change the scope of work will be identified and may require increases to this fee.

General Assumptions:

- We will be furnished with PDF files and CAD files of the completed floor plans.
- 2. The specification will be in 8 1/2" by 11" book format.
- 3. Multiple bid packages will not be required.
- 4. There will be a construction manager involved in the project whose responsibility will be to assure the design meets the overall project construction budget including mechanical, electrical, and general trades.

Schedule:

1. The project is currently planned to be out for Spring 2020. We will begin final construction drawings late Fall 2019.

Scope of Services:

Mechanical: Provide mechanical engineering for the project work areas as follows:

- 1. **Heating, Ventilation and Air Conditioning (HVAC)**: Design to meet ASHRAE standards and recommendations as follows:
 - a. New independent central hot water boiler and chiller plant to serve HVAC system unit ventilator units. Piping distribution using variable speed pumps and provide details for routing in perimeter wall construction of boat.
 - b. Snowmelt glycol heat exchanges and pumping system to PEX tubing mounted under the Riverboat deck.
 - c. Integration of new HVAC equipment and snowmelt with existing City building management controls.

Electrical: Provide electrical engineering for the project work areas as follows:

- 1. Interior power distribution design, from the main service panel to the branch circuit loads. This includes power service design to the site along with coordination with the utility.
- Specification of appropriate short-circuit current ratings (SCCR) for electrical equipment based on an infinite bus on the primary side of the utility or Owner's primary transformer. The National Electrical Code requires site-specific labeling of the available fault current and clearing time at the service equipment. While we recommend that a power system study is performed, this labeling is not part of the base scope of design. Rather, this labeling will be specified as part of the installing contractor's scope to obtain from their gear supplier. Comprehensive Engineering is willing and able to perform power studies at an additional cost at our standard rates.
- 3. Interior and exterior lighting design including lighting controls to comply with current Energy Code. If requested by the Authority Having Jurisdiction, we will supply a lighting energy calculation proving compliance. Exterior lighting scope to include building-mounted luminaires only.
- 4. Building interior low-voltage systems provisions including empty conduit and junction box locations, plywood backboards and backboard power.
- 5. Building exterior low-voltage systems provisions including empty conduit to the property line.
- 6. Fire alarm system design to include locating the main fire alarm control panel and laying out of the initiation and notification devices per life safety codes in coordination with the building architecture.

General Services Included:

- 1. Up to 3 coordination meetings with your firm and the owner.
- 2. Coordination with the required agencies.
- 3. Bidding phase document clarification.
- 4. Bidding phase evaluation of bids.
- 5. Construction cost estimate.

Construction Phase Services:

- 1. Respond to plan reviews by Building Department, Health Department, and other Authorities Having Jurisdiction.
- 2. Submittal and shop drawing review of the major components we have specified.
- 3. Answer contractor questions, RFI's, etc.
- 4. Document clarification and issue Bulletins as required.
- 5. One 1 site visit for construction observation.
- 6. One 1 site visit for final punch.

July 23, 2019 City of Lowell Showboat Construction Document Engineering Proposal Page 3 of 4

General Services Not Included:

- 1. Issuing multiple bid packages.
- 2. Optional alternate designs (Bid Alternates) to the selected base system.
- Construction Phase Services (not included):
 - a. Attendance at contractor coordination meetings on site.
 - b. Construction site visits in addition to those listed above.
 - c. Develop CAD "as-built" drawings by incorporating contractor's red-lined prints into the design drawings.

Mechanical Engineering Services Not Included:

- 1. HVAC systems testing and balancing.
- 2. Structural support of mechanical equipment is not included in the scope of work if CE is not contracted for structural engineering for this project.
- On site assistance with HVAC systems start up, trouble shooting, system balancing, etc. is not included in the base fee.

Electrical Engineering Services Not Included:

- 1. Telephone equipment and cabling.
- 2. Data processing equipment and cabling.
- 3. Building lightning protection systems.
- 4. Paging systems.
- 5. Cable TV design.
- 6. Emergency generator or uninterrupted power supply systems.
- 7. Building security systems.
- 8. Power systems studies or site-specific labeling at the service entrance equipment.

Fees for Professional Services:

We propose to provide the professional services listed above for a fixed fee of \$42,000.

This proposal along with the attached Terms and Conditions constitutes an Agreement. If this agreement is acceptable, please sign and return one copy as authorization to proceed.

COMPREHENSIVE ENGINEERING, PC

Elaine Westhouse, P.E.

Kenneth H. Reigler, P.E., LEED-AP Senior Mechanical Engineer Principal

Bando W. Rafe

Comprehensive Engineering, PC is hereby authorized to proceed on the project based on the attached Terms and Conditions along with requirements set forth above.

Authorization Signatu	re
Company	
Date	

TERMS AND CONDITIONS

Comprehensive Engineering, PC (The Engineer) shall perform the services in this agreement for the stated fee arrangement. The attached proposal letter, along with these Terms and Conditions, constitutes an agreement.

Billings/Payments: Invoices for the Engineer's services shall be submitted, at the Engineers option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Changes: The Client may, during the course of this Agroement, request changes in the Scope of Services to be performed. Any increase or decrease in the amount of the Engineer's compensation must be initially agreed upon between the Client and the Engineer and shall be incorporated in written amendments to this agreement.

Project Delays: If the project is suspended for more than thirty calendar days, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there will be an equitable adjustment in the project schedule based on the delay caused by the suspension.

Termination of Services: This agreement may be terminated by the Client or the Engineer should the other fail to perform its obligations hereunder. Services may be suspended and this Agreement may be terminated five calendar days' after written notice to the Client with no liability for costs or damages as a result of such suspension caused by any breach of this Agreement. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, including all reimbursable expenses.

Dispute Resolution: Any claims or disputes made during design, construction, or post-construction between the Client and Engineer shall be submitted to non-binding mediation as the primary method for dispute resolution.

Ownership of Documents: All documents, including electronic files, specifications, and drawings produced by the Engineer under this agreement shall remain the property of the Engineer and may not be used by the Client for any other endeavor without the written consent of the Engineer. The Engineer retains all common law, statutory and other reserved rights, including the copyright thereto.

Standard of Care: The Engineer shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This Agreement is not intended to create a fiduciary duty owed by either party to the other.

Assignment: This Agreement shall not be assigned or transferred by either the Engineer or the Client without the prior written consent of the other.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or cost attributable to the negligent acts, errors, or omissions of the Engineer.

Consequential Damages: To the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, partners, employees, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, profit, business, income, reputation and any other damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

Limitation of Liability. The Client agrees to the fullest extent permitted by law, to limit the liability of the Engineer and his or her sub-consultants, for any and all claims to a total aggregate liability of \$100,000 for services rendered on this project.

Construction Observation: The Engineer shall visit the project during construction, as indicated, to become generally familiar with the quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Engineer does not guarantee the performance of, and shall not have responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity performing work or furnishing materials on the project.



July 23, 2019

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

Re:

Engineering Services for

The Lowell DPW Renovation (River Plaza)

Dear Mike,

Thank you for considering Comprehensive Engineering, PC for engineering services on this project.

Overview of Project:

The City of Lowell is planning to renovate an existing 4,200sf, single story, DPW which is currently used for storage and not inhabited into a public building called River Plaza.

Michael Lynch to provide architectural services and Hearthstone Design Studio is the Interior Designer contracted with the City of Lowell.

Proposed public building to be future office and retail space with common area public restrooms, kitchenette and bridal party dressing room.

Engineering System Assumptions:

The following assumptions have been made regarding the type and complexity of anticipated engineering systems that will be utilized on this project.

- Use Group: We understand design and construction to be based on the Michigan Building Code Use Group B for Business.
- 2. HVAC System: We assume the HVAC system to be a forced air ventilation and air conditioning system grade mounted. Supplemental entry heat and AC thermostat control added for the Bridal Dressing Room. We assume no HVAC for future tenant spaces.
- 3. Plumbing System: We assume new plumbing for public toilet rooms, kitchenette and mechanical rooms. We assume reuse of existing roof drains connect to present storm water. New gas service required for kitchen appliances and mechanical equipment.

A <u>Sewer & Pipe Camera Inspection Report</u> is recommended for the existing DPW construction. We will be furnished with a Sewer and Pipe Camera Inspection Report by a qualified contractor at the start of Design Development Phase. We can supply an RFP (request for proposal) that can be used to solicit proposals for this work upon request.

- 4. Fire Protection System: No fire suppression is planned for this building.
- 5. Electrical System: We assume that electrical services for the existing DPW building will need to be examined for capacity to serve the new program. With added HVAC, it is likely that a new electrical service will be required and is therefore included in our design scope. We assume that this business function at grade level will not require a fire alarm system.
- 6. Structural System: The soils are assumed to be capable of supporting spread footing foundations

and standard slab-on-grade construction.

7. Selective demolition (by others) will be required to determine the size and reinforcing of existing foundations. A Soil Boring and Geotechnical Engineering Report will also be required in order to determine if the existing foundations are capable of supporting the added loads from the proposed modifications.

This proposal assumes that a schematic package will be issued for owner approval, and once approved, establishes the direction for proceeding with final design. Decisions that may increase project costs or change the scope of work will be identified and may require increases to this fee.

General Assumptions:

- We will be furnished with PDF files and CAD files of the completed floor plans. We can begin
 final design once the floor plans are about 90% complete with only minor changes that may
 occur.
- 2. The specification will be in 8 1/2" by 11" book format.
- 3. Multiple bid packages will not be required.
- 4. There will be a construction manager involved in the project whose responsibility will be to assure the design meets the overall project construction budget including mechanical, electrical, and general trades.
- Information on equipment to be incorporated into the project will be provided in a timely manner during the normal design sequence. This includes a list of each piece of equipment, its location, dimensions, weight, and mechanical and electrical connection requirements. Information provided out of sequence or after completion of the design phase may result in additional engineering fees.
- 6. Information on the kitchen equipment to be incorporated into the project will be provided in a timely manner during the normal design sequence by a food service consultant. This includes a list of each piece of equipment, its location, dimensions, weight, and mechanical and electrical connection requirements. Information provided out of sequence or after completion of the design phase may result in additional engineering fees.

Schedule:

1. The project is currently planned to be out for bids by October of 2019.

Scope of Services:

Structural: Provide structural engineering for the project work areas as follows:

- 1. Remove two reinforced concrete bearing walls and re-support with new steel transfer beam and verify that existing foundation has adequate capacity to support increased loading. Requires selective demolition by a contractor hired by the City of Lowell. CE will provide direction to the contractor regarding the information needed. May also require soil boring and geotechnical engineer input depending on findings.
- 2. Remove exterior load bearing concrete walls and re-support with new steel transfer beam and verify that existing foundation has adequate capacity to support increased loading. Requires selective demolition by a contractor hired by the City of Lowell.

- 3. Design assumes no roof mounted mechanical equipment and no new roof openings.
- 4. Note that in order to meet the October out for bids deadline, selective demolition will be required as soon as possible.

Mechanical: Provide mechanical engineering for the project work areas as follows:

- Heating, Ventilation and Air Conditioning (HVAC): Design to meet ASHRAE standards and recommendations as follows:
 - a. New grade mounted, gas-fired rooftop system, serving the commons space.
 - b. Air conditioning split unit for Bridal Dressing.
 - c. Integration of new HVAC equipment with existing building management controls.
- 2. Plumbing: Design of the following systems inside the building as follows:
 - a. New domestic water for public restrooms and kitchen.
 - b. Connect new plumbing into water and sanitary sewer systems. No grease trap planned.
 - c. Gas piping to new mechanical equipment.
 - d. Roof stormwater drainage system.

Electrical: Provide electrical engineering for the project work areas as follows:

- 1. Interior power distribution design, from the main service panel to the branch circuit loads. This includes power service design to the site along with coordination with the utility.
- 2. Specification of appropriate short-circuit current ratings (SCCR) for electrical equipment based on an infinite bus on the primary side of the utility or Owner's primary transformer. The National Electrical Code requires site-specific labeling of the available fault current and clearing time at the service equipment. While we recommend that a power system study is performed, this labeling is not part of the base scope of design. Rather, this labeling will be specified as part of the installing contractor's scope to obtain from their gear supplier. Comprehensive Engineering is willing and able to perform power studies at an additional cost at our standard rates.
- 3. Interior and exterior lighting design including lighting controls to comply with current Energy Code. If requested by the Authority Having Jurisdiction, we will supply a lighting energy calculation proving compliance. Exterior lighting scope to include both building-mounted and pole-mounted luminaires if applicable to the project at hand.
- 4. Building interior low-voltage systems provisions including empty conduit and junction box locations, plywood backboards and backboard power.
- 5. Building exterior low-voltage systems provisions including empty conduit to the property line.

Construction Phase Services:

- 1. Respond to plan reviews by Building Department, Health Department, and other Authorities Having Jurisdiction.
- 2. Submittal and shop drawing review of the major components we have specified.
- 3. Answer contractor questions, RFI's, etc.
- 4. Document clarification and issue Bulletins as required.
- 5. Up to 3 site visits for construction observation.
- 6. One site trip for final mechanical and electrical punch list.

General Services Not Included:

- 1. Issuing multiple bid packages.
- Optional alternate designs (Bid Alternates) to the selected base system.
- Construction Phase Services (not included):
 - a. Attendance at contractor coordination meetings on site.
 - b. Construction site visits in addition to those listed above.
 - c. Develop CAD "as-built" drawings by incorporating contractor's red-lined prints into the

design drawings.

- 4. Coordination meetings in addition to those listed above.
- 5. Asbestos, mold, and mildew identification is not included.

Structural Engineering Services Not Included:

Design of pile supported foundations is not included.

Mechanical Engineering Services Not Included:

- 1. HVAC systems testing and balancing.
- 2. On site assistance with HVAC systems start up, trouble shooting and system balancing.

Electrical Engineering Services Not Included:

- 1. Telephone equipment and cabling.
- Data processing equipment and cabling.
- 3. Building lightning protection systems.
- 4. Paging systems.
- 5. Cable TV design.
- 6. Emergency generator or uninterrupted power supply systems.
- 7. Building security systems.
- 8. Power systems studies or site-specific labeling at the service entrance equipment.
- 9. Fire alarm system.

Fees for Professional Services:

We propose to provide the professional services listed above for a fixed fee of \$33,000 plus reimbursable expenses such as mileage and printing costs.

This proposal along with the attached Terms and Conditions constitutes an Agreement. If this agreement is acceptable, please sign and return one copy as authorization to proceed.

Sincerely,

COMPREHENSIVE ENGINEERING, PC

Kenneth H. Reigler, P.E., LEED-AP Senior Mechanical Engineer Principal

Hambo W. Rafe

Comprehensive Engineering, PC is hereby authorized to proceed on the project based on the attached Terms and Conditions along with requirements set forth above.

Authorization Signature	
Company	
Date	

TERMS AND CONDITIONS

Comprehensive Engineering, PC (The Engineer) shall perform the services in this agreement for the stated fee arrangement. The attached proposal letter, along with these Terms and Conditions, constitutes an agreement.

Billings/Payments: Invoices for the Engineer's services shall be submitted, at the Engineers option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

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Standard of Care: The Engineer shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This Agreement is not intended to create a fiduciary duty owed by either party to the other.

Assignment: This Agreement shall not be assigned or transferred by either the Engineer or the Client without the prior written consent of the other.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or cost attributable to the negligent acts, errors, or omissions of the Engineer.

Consequential Damages: To the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, partners, employees, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, profit, business, income, reputation and any other damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

Limitation of Liability: The Client agrees to the fullest extent permitted by law, to limit the liability of the Engineer and his or her sub-consultants, for any and all claims to a total aggregate liability of \$100,000 for services rendered on this project.

Verification of Existing Conditions: Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions and because some of these assumptions may not be verifiable without expending exhaustive amounts of time or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to indemnify and hold the Engineer harmless from claims, liability or cost (including reasonable attorneys' fees) for injury or economic loss arising out of the professional services provided under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Engineer.



August 1, 2019 2160637

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

RE: Utility and Street Improvements, Broadway Street

Dear Mike:

Attached is the contract Change Order No. 5 for work to be performed by Kamminga and Roodvoets. It includes all the final restoration work behind the curbs on both the west and east sides of Broadway between Ottawa Street and the rail road tracks. This work is scheduled to the latter half of August to reduce conflict with the King Milling summer wheat harvest and the Youth Fair.

Per discussions with the City and King Milling, it is agreed that the east side parkway will be restored with topsoil/seed and that the west parkway be paved with asphalt. King Milling has agreed to reimburse the City \$6,075 which is ½ of the west side paving cost.

Additionally, the change order includes an item for drainage improvement on the east side of Broadway just north of Ottawa. There is a low point in the curb which is the result of an incorrect survey shot. The incorrect survey shot is our responsibility so we will reimburse the City \$7,950 for the full amount of the work on that item.

The net amount of the final restoration work on Broadway for the City is \$9,941.75. As noted in previous discussion with Council, this work covers items that were not included in the original project bid to allow flexibility in coordination with King Milling site work which had been planned to begin after the original City project was bid.

If you have any questions or require additional information, please give me a call.

Sincerely,

Prein&Newhof

Brian G. Vilmont, P.E.

Buar & Vilorent

bgv

Enclosure: Change Order No. 5

Change Order

No. 5

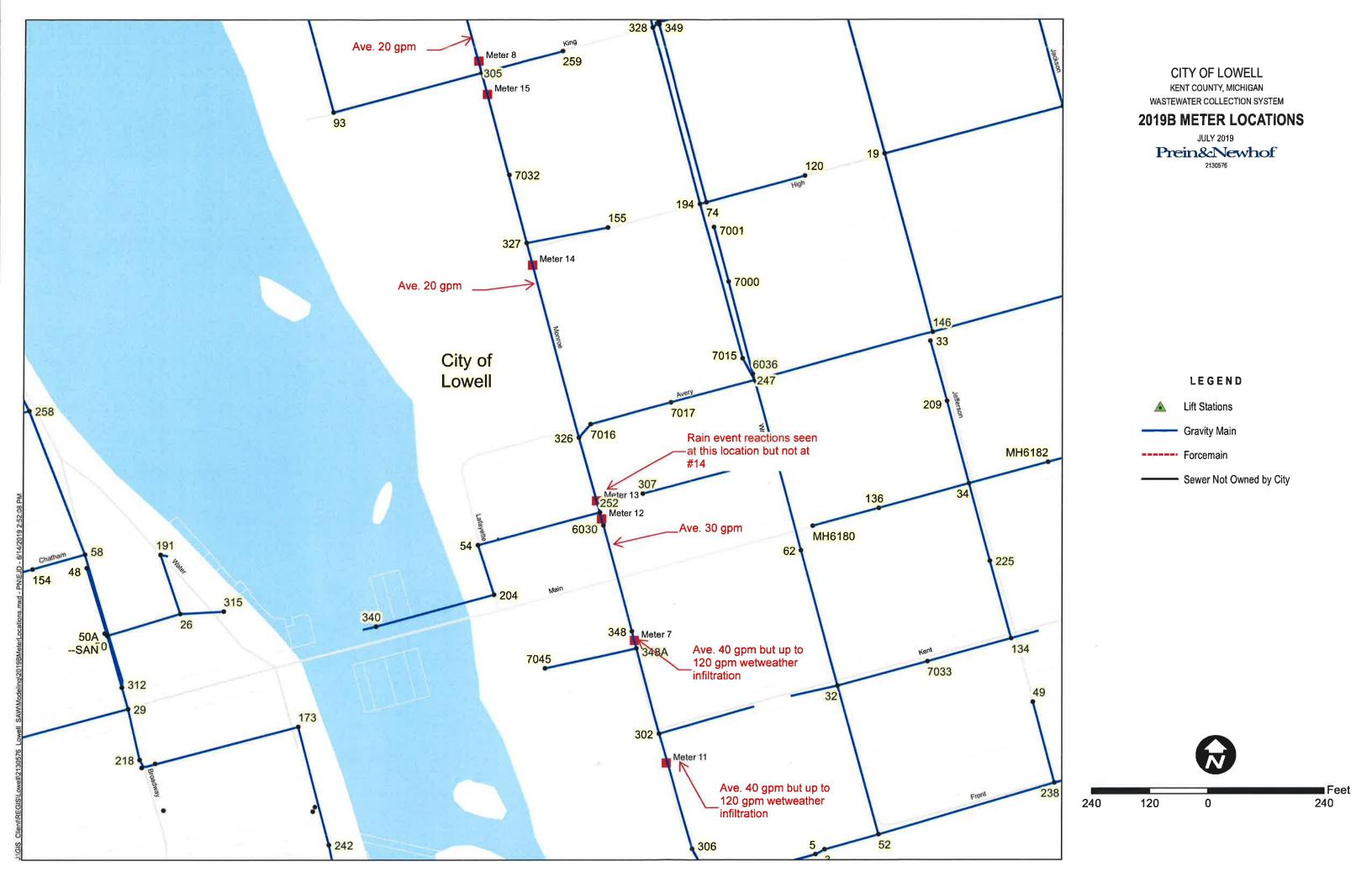
Date of Issu	ance: Juy 23, 2019			Effective Da	ate:	May 16, 2019
Project:			Owner:			Owner's Contract No.:
2160637			City of Lo	well		
Contract:			Engineer:	1 6		Date of Contract:
Contractor:			Prein & N Contractor's P			Engineerts Desired No.
	& Roodvoets, Inc		Contractor 8 F	toject No		Engineer's Project No.: 2160637
Tturiningu t	a Roodvoets, me					2100037
The Contract i	is modified as follows upon	overution o	f this Change	Ordon		
Description:						
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Approved by	Funding Agency (if app	olicable).				
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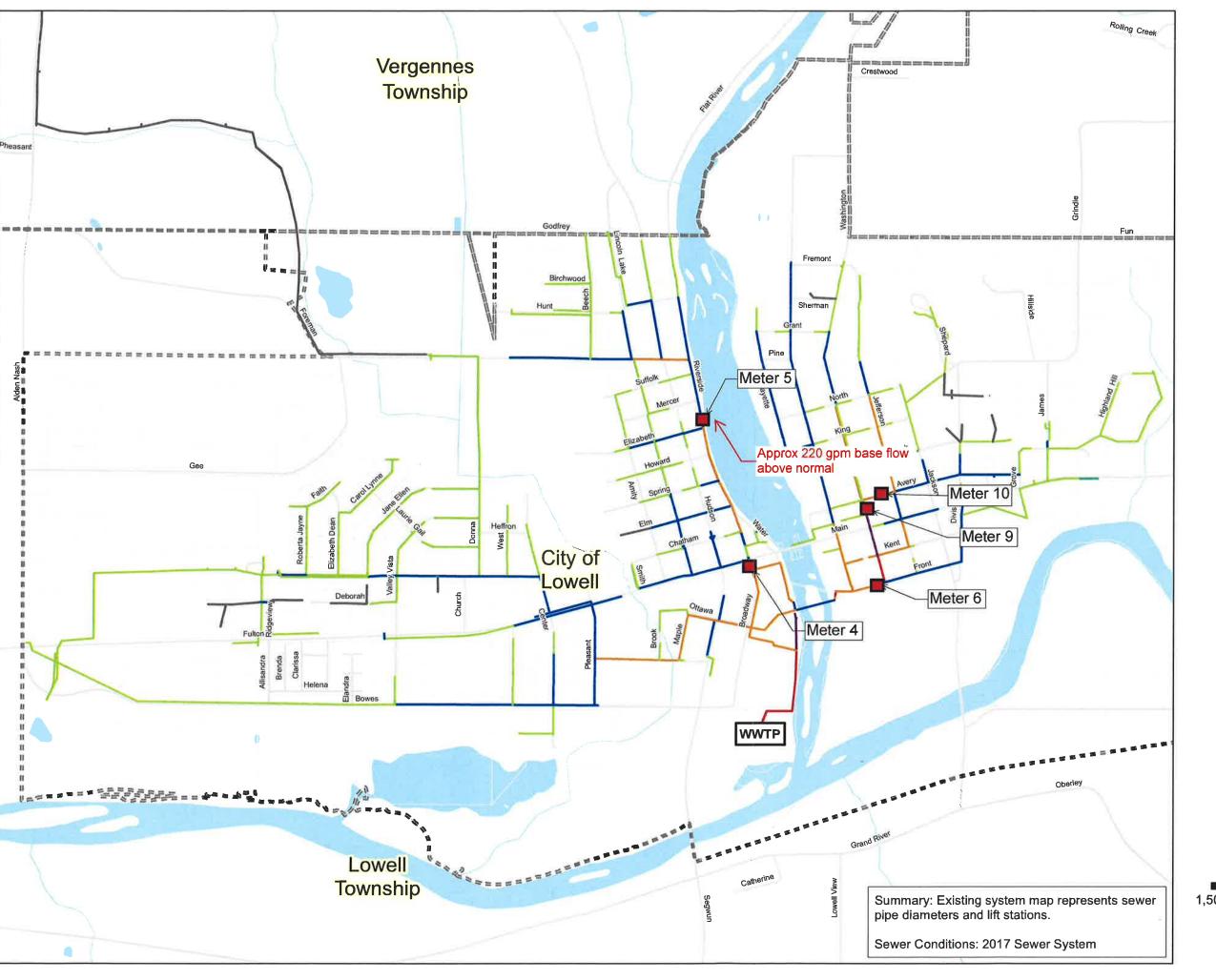
EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Change Order

For (project):						Change No.	
2160637 - Utility & Street Improvements - Broadway, Ottawa, Bowes From (Contractor):						5	
Kamminga & Roodvoets, Inc							Date:
Ka							July 23, 2019
_	ITEM			VALUE		CHA	NGE
Item No.	Description of Change	Quantity Change	Unit	Unit Price	Total Value	Decrease in Contract Price	Increase in Contract Price
1	SB East Side Grade Preparation	15	LS	\$500.00	\$500.00		500.00
2	SB East Side Turf Restoration	518	Syd	\$6.50	\$3,367.00		3,367.00
3	SB West Side Grade Preparation	559	Syd	\$5,25	\$2,934.75		2,934.75
4	SB West Side Mobilization	1	LS	\$375.00	\$375.00		375.00
5	SB West Side 13A HMA, 2" thick	68	Ton	\$130.00	\$8,840.00		8,840.00
6	SB Drainage Improvement	(1)	LS	\$7,950.00	\$7,950.00		7,950.00
Change Totals							\$23,966.75
Net Change In Contract Price					\$23,966.75		





CITY OF LOWELL

KENT COUNTY, MICHIGAN WASTEWATER COLLECTION SYSTEM

MAP 2: PIPE DIAMETER

MARCH 2019

Prein&Newhof

LEGEND

City of Lowell

Forcemain Diameter

----- 8"

Gravity Sewer Diameter

4" or Smaller

- 6" - 8"

- 10" - 12"

- 15" - 18"

– 21" - 24"

- 27" - 30"

Owned by Others



■ Feet 1,500 750 0 1,500

LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



DATE: August 2, 2019

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager

RE: Ordinance 19-04 City Income Tax

Our charter amendment and ballot language have both been approved by Attorney General Dana Nessel and Governor Gretchen Whitmer. During the review process, they did require one modification to the Ordinance 19-02 approved in May pertaining to this.

Attached is Ordinance 19-04 which clarifies when an income tax would become effective being upon the addition of Chapter 9a consisting of Section 9a-1 (Power to Tax and Administer) to the Lowell city charter should such change be approved by city voters at the general election to be held on November 5, 2019.

I am recommending for the Lowell City Council to approve Ordinance 19-04 as presented.

CITY OF LOWELL KENT COUNTY, MICHIGAN

ORDINANCE NO. 19-04

AN ORDINANCE TO AMEND SECTION 26-6, "EFFECTIVE AFTER APPROVAL" OF CHAPTER 26, "CITY INCOME TAX," OF THE CODE OF ORDINANCES OF THE CITY OF LOWELL

Councilmember	supported	by	Councilmember	
moved the adoption of the following ordinar	nce:			

THE CITY OF LOWELL ORDAINS:

Section 1. Amendment of Section 26-6 of Chapter 26. Section 26-6 of Chapter 26 of the Code of Ordinances of the City of Lowell is amended to read as follows:

SECTION 26-6. - EFFECTIVE AFTER APPROVAL.

Pursuant to Section 2a of Act 284 (MCL 141.502a), the imposition of an excise tax on income under this ordinance shall not take effect until Chapter 9a "Income Taxation" consisting of Section 9a-1 "Power to Tax and Administer" is added to the Lowell City Charter. The text of this addition to the City Charter is set forth in Resolution 20-19 "Resolution Proposing An Amendment to the Charter of the City of Lowell To Authorize An Income Tax" adopted by the city council on June 3, 2019 to be submitted for the approval of the city voters at the general election to be held on November 5, 2019.

Section 2. Publication. After its adoption, the City Clerk shall publish this ordinance, or a summary thereof, as permitted by law, along with its date of adoption in *The Lowell Ledger*, a newspaper of general circulation in the City, at least ten (10) days before its effective date.

Section 3. Effective Date. This ordinance shall take effect (subject to its Effective After Approval provisions) ten (10) days after it, or a summary thereof, as permitted by law, along with the date of its adoption, is published in *The Lowell Ledger*, a newspaper of general circulation in the City.

YEAS:	Councilmembers	
NAYS : ABSTAIN: ABSENT:	Councilmembers Councilmembers	
ORDINANCE	DECLARED ADOPTED.	
Dated: Augus	t 5, 2019	Susan Ullery City Clerk
	CERTIFICA	TION
above ordinan Lowell City Co of the Public summary of Ordinance Bo	oce is a true and complete copy of an opuncil held on August 5, 2019, pursual Acts of Michigan of 1976, as amenits contents and its effective date, 2019. If urther certify that	Lowell, Michigan (the "City"), certify that the ordinance adopted at a regular meeting of the nt to notice given in compliance with Act 267 ded, and notice of its adoption, including a was published in <i>The Lowell Ledger</i> , on the above ordinance was entered into the 19, and was effective, 2019,
Dated: Augus	st 5, 2019	Susan Ullery City Clerk

GRAPIDS 60857-1 566578v2

CITY OF LOWELL KENT COUNTY, MICHIGAN

AN ORDINANCE TO AMEND SECTION 26-6, "EFFECTIVE AFTER APPROVAL" OF CHAPTER 26, "CITY INCOME TAX," OF THE CODE OF ORDINANCES OF THE CITY OF LOWELL

The Lowell City Council adopted Ordinance No. 19-04 amending Section 26-6 "Effective After Approval" of Chapter 26 "City Income Tax" to the Code of Ordinances of the City of Lowell on August 5, 2019. Ordinance No. 19-04 clarifies when an income tax would become effective being upon the addition of Chapter 9a consisting of Section 9a-1 (Power to Tax and Administer) to the Lowell city charter should such change be approved by city voters at the general election to be held on November 5, 2019.

A copy of Ordinance No. <u>19-04</u> is available for inspection at City Hall, 301 East Main Street in the City during regular business hours of the City.

This ordinance shall take effect (subject to its "Effective After Approval" provisions providing that the qualified and registered electors must first approve a City income tax) ten (10) days after publication.

Susan Ullery City Clerk

STATE OF MICHIGAN DEPARTMENT OF ATTORNEY GENERAL



P.O. Box 30754 Lansing, Michigan 48909

DANA NESSEL ATTORNEY GENERAL

July 25, 2019

Honorable Gretchen Whitmer Governor, State of Michigan The George Romney Building Lansing, MI 48909

Attn: Mark Totten

Legal Counsel for the Governor

Re: City of Lowell - proposed charter amendments

Chapter 9a, Section 9a-1 – adds a new chapter authorizing an excise tax on income for 15 years commencing January 1, 2020

Chapter 9, Section 9.1 – amends the section to reduce the City property tax levy by 6.7597 mills from the maximum authorization otherwise allowed by the Headlee Amendment during any year that an excise tax on income is in effect in the City beginning with calendar year 2021 (This proposed amendment is conditioned on the adoption at this election of the proposed amendment adding Chapter 9a.)

Dear Governor Whitmer:

You have referred to this office the referenced charter amendments adopted by resolution of the City Council of the City of Lowell at its meeting held June 3, 2019, for submission to the voters at the election to be held on November 5, 2019.

I have reviewed the proposed amendments in light of the Home Rule City Act, 1909 PA 279, MCL 117.1, et seq., and conclude that the amendments are consistent with that act.

With respect to the City Income Tax Act, MCL 141.501, et seq., Sections 2 and 3 authorize a city council to levy a city income tax, provided that it has adopted an ordinance that incorporates by reference the uniform city income tax ordinance set forth in chapter 2 of the act with such terms as are permitted under the act. Section 2a(b) of City Income Tax Act provides that the "imposition of an excise tax



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN OFFICE OF THE GOVERNOR LANSING

GARLIN GILCHRIST II

RECEIVED

AUG 1 2019

CITY OF LOWELL LOWELL, MICHIGAN

July 29, 2019

Susan Ullery Lowell City Clerk 301 East Main Street Lowell, MI 49331

Re: Proposed Charter Amendments to Chapter 9a, Section 9a-1 and Chapter 9, Section 9.1 - City of Lowell

Dear Ms. Ullery,

I am responding to the request for approval of the proposed charter amendments for the City of Lowell. The resolution proposing these amendments was approved by the City Council of the City of Lowell at its meeting held June 3, 2019. Based on the review by the Attorney General's office, I am notifying you that I approve the proposed amendments pursuant to the Home Rule City Act, 1909 PA 279, MCL 117.1 et. seq., for submission to the voters at the election to be held on November 5, 2019.

Sincerely,

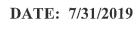
Gretchen Whitmer

Governor

c: Lisa M. Barwick, Assistant Attorney General Thomas H. Forshee, Attorney

LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



TO: Michael T. Burns, City Manager

MMS

FROM: Ralph Brecken, Utilities Supervisor

RE: Salt spreader #16-2 replacement purchase for #16 plow truck.

In accordance with the 2019 – 2020 fiscal year budget, we budgeted for the replacement of Salt Spreader #16-2. Currently the City of Lowell owns two 5-yard capacity stainless salt spreaders used for winter snow and ice control on the city's public roadways and parking lots. City staff has determined it is appropriate to replace the #16-2 salt spreader at this time due to the following reasons:

- 1. The current salt spreader is a 1988 model year (31 years old) and its condition is poor due to decades of use.
- 2. Repair parts are becoming difficult to located because of age.
- 3. Continuing maintenance cost demonstrates it is financially advantageous to replace this salt spreader at this time. The current salt spreader uses a chain conveyor system that has proven to be a problematic and costly design. As an example, current cost to replace a broken conveyor chain is approximately \$4500 for parts and labor which is approximately 20% the cost of a new salt spreader Along with the fact, this common failure causes a 50% reduction to our primary plow fleet for 1-4 days.
- 4. The salt spreader chosen by city staff incorporates a hydraulic driven auger instead of a chain conveyor. This designed is used by the majority of surrounding municipalities and county road commissions due to low operating cost and minimal down time.
- 5. If approved, this will be the second of the two salt spreaders to be replaced this calendar year. The first salt spreader's replacement was approved earlier this year (last fiscal year) and expected delivery is January 2020. Anticipated replacement of both city owned salt spreaders during same "model" year was by design of city staff. It provides for lower operational cost due to fewer stocked parts for emergency repairs. Municipal equipment, such as these salt spreaders, are manufactured on a near custom basis and as such, repair parts are expensive and can change dramatically from year to year. By having two identical salt spreaders the city takes the financial advantage of stocking one set of parts.

The requested salt spreader is listed on the MI-Deal State of Michigan competitive bidding process. The MI-Deal price is \$21,799.00

I recommend for the Lowell City Council to approve the purchase of a new salt spreader at a cost not to exceed \$\$21,799.00.

Truck & Trailer Specialties Inc 3286 Hanna Lake Ind Dr Dutton Mi 49316 PH-616-698-8215



The City of Lowell Attn: Ralph Brecken (616) 897-8457 6/01/19

Equipment quotation to supply and install the following:

Install Monroe dual auger MCV 120-84-56 including:

201 stainless steel construction unpainted

10' long x 84" wide x 56" tall

Body shell, head sheet, and rear is constructed of 3/16" 201 stainless steel

Body longitudinal is constructed of 1/4" 201 stainless steel

Auger trough is constructed of 201 stainless steel

Dual auger discharge with planetary gear boxes

Augers are 7" diameter

Application rate sensor built into one drive motor

Front grease line extension kits for bearings

Inverted V

Stainless steel top grates with hydraulic interlock

Stainless steel tip up spinner center mounted

10ga construction

Winch kit with brake

Stainless steel tailgate latch

24" wide rubber spill shield kit the full length of spreader

Install four ratchets with straps mounted on the corners of the spreader

Stainless steel channel pockets welded on dump body for straps

Two rear facing LED amber green flashers sound off # ENFSLSSM12 top corners

Two side facing LED amber green flashers sound off # ENFSLSSM12 at the rear of body

Hydraulic jumper hoses with stainless steel quick connects

New stainless-steel quick connects on the truck side

Installed price: \$21,799.00

Lead time is 180-200 days ARO Price is good for 60 days

Submitted by Scott Kloosterman / Mike Bouwman

LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



DATE: 8/1/2019

TO: Mike Burns, City Manager

FROM: Ralph Brecken, Utilities Supervisor My

RE: #53 Mower replacement purchase

In accordance with the approved 2019 - 2020 fiscal year budget, #53 mower is scheduled for replacement. The City staff has determined it is financially appropriate to replace this mower at this time due to its age and condition.

The current mower is a 2010 Ex-Mark 48" cut commercial mower with 2200+ hours of operational time. It serves as one of three primary mowers at the Oakwood Cemetery and has been in full time service from the day it arrived. Typically, a 9 year old commercial mower with this amount of hours would be at the end of its useable life but because of city staff's efforts this mower is in good enough condition to be kept as backup for the cemetery along with weekly use at the city's water and waste water treatment plants.

Because the current Ex-Mark mower exceeded our expectations in quality, high productivity and low maintenance cost the city staff has chosen the same 48" Ex-Mark for the replacement mower.

The requested Ex-Mark commercial mower is listed on the Mi-Deal State of Michigan competitive bidding process. The Mi-Deal price is \$7,759.00

I recommend for the Lowell City Council to approve the purchase of a new mower at a cost not to exceed \$7,759.00



,	uwura				Sales O	rder
Company Name Contact Name Address City, State, Zip	City of Lowell Ralph Brecken			Work Phone Fax Email		
Product		~	_			
Make	Model #	Serial #	Description	s, 23 HP Kawasaki	List Price	Sell Price
Exmark	LZE651GKA484A2		48" Series 4 Dec			\$7,759.00
	LZE751GKA72RA1		Lazer-Z E-Series	s, 27 HP Kawasaki		\$9,519.00
			72" Series 4 Rear Discharge Deck			
	LZX940EKC72RWO		Lazer-Z X-Series	s, 34 HP EFI Kohler		\$13,119.00
				ar Discharge Deck		
	LZX980EKC726WO			s, 38 HP EFI Kohler ck, Side Discharge		\$12,799.00
			72 Selles 6 Dec	ck, Side Discharge		
				Subtotal	\$0.00	\$43,196.00
	tifies Below Trade-Ins					
Make	Model #	Serial #	Description			Trade Value
is anything we d	usiness! Please le can do to earn it! centives, and Finance F SOLD USED AS-IS SOLD USED WITH	Rates Subject To No warrant of a	Change. ny kind has been g CTORY WARRAN	NTY,	\$0.00 ment (2)	\$43,196.00 \$43,196.00 \$2,591.76 \$45,787.76 \$0.00
ALL WARRANTY REPAIRS MADE batteries or accessories, and the bit hereby agree to the conditions of or this order. Notice to the buyer: Buyer's Signature THIS ORDER IS VALID ONLY	E UNDER THIS AGREEMENT must be puyer is fully responsible for repairs ne this order, expressed in the foregoing poon on sign this contract before you re WHEN SIGNED & ACCEPTED BY TI	e made in dealer's shop and cessilated by accident, misu , constituting a purchase ord ad π. You are entitled to a c	buyer is responsible for haulingse or negligence, ler contract. I hereby certify the opy of this contract. No Return SALES ARE FINAL	ng equipment for repair. No war at ! am 21 years of age or older : ns or Exchanges, All Sales Finat	and acknowledge receipt of a	^{copy} 616-299-6754
This quote is valid only when signed by the dealer or agent				All prices valid for 24 days		

This quote is valid only when signed by the dealer or agent.
This sales contract is agreed upon as written above.

May be less if noted due to manufacture promotion periods

LOWELL CITY ADMINISTRATION

INTER OFFICE MEMORANDUM



DATE: August 1, 2019

TO: Mayor DeVore and the Lowell City

Council

FROM: Michael T. Burns, City Manager M

RE: Library Temperature Control System

Last fall, the City of Lowell received a grant from the Lowell Area Community Foundation to replace the aging temperature control building management system at the Englehart Library in the amount of \$18,000. The building management system at the library is the original system and is obsolete. The City sought a quote from a company to install an upgrade to the current system and from the company that supplies the system for City Hall. They quotes were for two different systems.

The cost for the following systems are the following:

- MCMI Facility Automation Sterling Heights \$15,300
- Enertemp Kentwood \$23,500

It should be noted in our grant budget, we accounted for approximately \$3,000 for IT services from Addorio Technologies in the grant. The cost for the system from MCMI will allow us to use the \$18,000 from the grant and complete this with no more than \$300 in funds from the Data Processing Fund.

I recommend the Lowell City Council enter into an agreement from MCMI Facility Automation to install an upgraded temperature control building management system for the Englehart Library at a cost not to exceed \$15,300.

6540 Diplomat Drive Sterling Heights, MI 48314 586. 726.7500 586, 726,7504 FAX



Project:

Proposal

1

City of Lowell

Date: 17 July, 2019 Quote: JET071719-01 Estimator: itocco Terms: Net 30 Days

Lowell, Michigan

Attn: Mike Burns, City Manager

Provide and install new Schneider Electric next generation web-based Direct Digital Controls - EcoStruxure BAS/BMS system serving the Lowell

Library.

We are pleased to provide a price to furnish technical and installation Description:

labor and material to upgrade the existing Andover Continuum BAS/BMS

to EcoStruxure.

The following is a breakdown of the above captioned:

Scope of Work included:

- Provide Schneider Electric EcoStruxure Web-based DDC controls for Boiler and (3) AHUs, (existing system safeties to remain.)
- Provide Web-based Graphics (2-D or 3-D capable, at owner's discretion.) Graphics to include Floorplans, System Flow Diagrams, Reports and Alarm Notification.
- Existing interface panels, power supplies, input and output devices and all ancillary devices to remain.
- PDF copy of AutoCAD Control System Drawings.
- PDF copy of Written Sequence of Operation.
- (1) Operator's Training session (1/2 day session three hours of instruction.)
- All work is to be performed during Normal Business Hours 7am 4pm Monday through Friday, excluding all Holidays.
- All applicable sales tax and freight have been included.
- Additional work performed during normal business hours will be at the rate of \$110.00/hr.

General services provided:

Any additional work engineering, programming, installation or project management performed by MCMI will be at a rate of \$110.00/Hr., M-F, 7:00AM to 4:00PM excluding holidays.

Please sign proposal and return duplicate copy.

Title: Date:

Accepted by: This proposal is firm for 30 days from date above. The standard Terms and Conditions of sale can be found at www.mcmi.net under the title of TERMS AND CONDITIONS.

Please sign proposal and return Acceptance copy. Keep Original for your records. Notwithstanding any inconsistent or additional terms that may be embodied in your Purchase Order, Seller will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, Seller will accept your order only on the express condition that you assent to the terms and conditions contained above and on the attached Terms and Conditions hereof; and your acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

Not included in any part of this proposal:

- The cost for a labor and performance bond is not included.
- IP Drops and IP Address's are provided by owner. (1 required.)
- Labor and material warranty on any material provided by others for installation by this
- All existing controls, input and output devices, and safeties are assumed to be in proper working order or supplied by others and there are no provisions for servicing or repairing any items under the scope of this proposal.

Payment terms – If paid Net 15 deduct 1.5% otherwise Net 30.

Thank you for this opportunity to be of service. If you have any questions, please call soon.

Respectfully submitted,

Joseph Tocco

Service Mahager, MCMI

Please sign proposal and return duplicate copy.

2

LOWELL CITY COUNCIL





DATE: August 2, 2019

TO: Mayor DeVore and the City Council

FROM: Michael T. Burns, City Manager

RE: MERS Annual Meeting Officer Delegate

The 2019 Municipal Employees' Retirement (MERS) Annual Meeting is being held this year on October 3rd and 4th, 2019 at the Grand Traverse Resort in Traverse City, MI. Council needs to appoint an Employer Delegate to the Annual Meeting. Ballots were distributed to the employees and they selected Joe Baker as their delegate and Leslie Heffron as their alternate to represent the City of Lowell Employees.

Recommended Motion: That the Lowell City Council appoint Steve Donkersloot as the Employer Delegate for the 2019 MERS Annual Meeting.



Municipal Employees' Retirement System of Michigan 1134 Municipal Way • Lansing, MI 48917 800.767.MERS (6377) • Fax: 517.703.9707 www.mersofmich.com

2019 Officer and Employee Delegate Certification Form

MERS Annual Retirement Conference | October 3-4, 2019 | Grand Traverse Resort, Acme, MI

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not sending a delegate to Conference, please **DO NOT** submit this form. A **voting delegate registered** to attend the **MERS Retirement Conference** is **NOT** confirmed to have voting rights until this form has been uploaded with your online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer	(and alternate)	delegate inform	ation
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The officer delegate (or alternate) shall be a MERS member who holds a department head position or above	e, exercises management
responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.	

Officer Delegate name

Steve Donkersloot

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve at the 2019 MERS Annual Conference by official action of the governing body (or chief judge for a participating court) on <u>August 5</u>, 2019,

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Joseph Baker

Employee Alternate name

Leslie Heffron

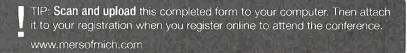
Employee delegate and alternate listed above were elected to serve at the 2019 MERS Retirement Conference by secret ballot election conducted by an authorized officer on <u>July 23</u>, 2019.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court.

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*		Municipality number*	Email address	Email address	
City of Lowell		4104	lgerard@	ci.lowell.mi	.us
Employer address	Emp	oloyer city		Employer state	Employer zip code
301 E Main Street		Lowell		MI	49331
Signature of authorized authority	Printed name				
	M	ichael Burns			
Title of authorized authority*			Date		
City Manager			8/2/2019		



^{*} Required field

APPOINTMENTS

Construction Board of Appeals
Vacancy (Dan DesJarden – Resigned)

Downtown Historic District Commission
Vacancy (Brian McLane – Resigned)

Vacancy (Todd Cooper – Resigned)

01/01/2020





JUL 3 0 2019

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

CITY OF LOWELL

Application for Board or Commission Appointment

Name: Julie Claire Devoe
Address: 329 N. Monroe
Telephone Numbers: Home 6164463308 Cell SAME
Email: J. devoe 4013 Dagmail. com
Board or Commission Position Desired: Lowell area Historical
Muskyon Board (HDC) sa
Please give a brief regume of your mulicular Could 1 in 1 in 1 in 1
Please give a brief resume of your qualifications for the desired position (you may attach additional information):
16 years and recently moved into Lowell
proper I have a published paper on the
be a part of my building and a desire to.
I am currently on the Board of Lowell
Signature Gulle Maure habe arts and a
Please return application to: Member of Rotery.
City of Lowell

Attn: City Clerk
301 East Main Street
Lowell, MI 49331

Or by email to:

sullery@ci.lowell.mi.us