



301 East Main Street
Lowell, Michigan 49331
Phone (616) 897-8457
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CITY OF LOWELL
CITY COUNCIL AGENDA
MONDAY, DECEMBER 2, 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 Special Joint meetings between City Council and Lowell Light & Power and the Regular and Closed session minutes of the November 18, 2019 City Council meeting.
- Authorize payment of invoices in the amount of \$109,644.46.

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. Renewal of the SUEZ Agreement

5. NEW BUSINESS

- a. Well #4 Pump Overhaul and Cleaning
- b. Employee Handbook
- c. Donation of Police Cruiser to KCTC

6. BOARD/COMMISSION REPORTS

7. MANAGER'S REPORT

8. APPOINTMENTS

9. COUNCIL COMMENTS

10. ADJOURNMENT

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



301 East Main Street
Lowell, Michigan 49331
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www.ci.lowell.mi.us

MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Monday, December 2, 2019

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
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4. OLD BUSINESS

- a. Renewal of the SUEZ Agreement. Memo is provided by City Manager Michael Burns.

Recommended Motion: There is no recommended Motion.

5. NEW BUSINESS

- a. Well #4 Pump Overhaul and Cleaning. Memo is provided by Public Works Director, Daniel Czarnecki.

Recommended Motion: That the Lowell City Council approve the quote from Peerless Midwest, Inc. Ionia, for the Well #4 pump overhaul and well cleaning (Quote #RWM 2019-1011 dated 10/11/2019) at a total cost of \$19,894.92.

- b. Employee Handbook. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council approve the revised Employee Handbook as presented.

- c. Donation of Police Cruiser to KCTC. Memo is provided by Police Chief Steven Bukala.

Recommended Motion: That the City of Lowell and the Lowell Police Department donate the 2010 Chevrolet Impala 9C-1 police vehicle to the Kent Career Tech Center High School Police Academy.

6. BOARD/COMMISSION REPORTS

7. MANAGER'S REPORT

8. APPOINTMENTS

9. COUNCIL COMMENTS

10. ADJOURNMENT

**PROCEEDINGS
OF THE JOINT SPECIAL MEETING BETWEEN
CITY COUNCIL
OF THE CITY OF LOWELL & LOWELL LIGHT & POWER
MONDAY, NOVEMBER 18, 2019, 5:30 P.M.**

1. CALL TO ORDER AND ROLL CALL.

The Meeting was called to order at 5:30 p.m. by Councilmember Mike DeVore and City Clerk Susan Ullery called roll.

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

Absent: None.

Also Present: City Manager Michael Burns, City Clerk Susan Ullery and City Attorney Dick Wendt.

Present for Lowell Light & Power: Lowell Light & Power General Manager Steve Donkersloot, Board members Tina Cadwallader (arrived at 5:37 p.m.), Daniel Crawford, Andrew Schrauben (arrived at 5:32 p.m.) and Chair Perry Beachum.

Absent: Jeff Dickerman.

2. APPROVAL OF THE AGENDA

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

YES: Councilmembers Greg Canfield, Marty Chambers, Jim Salzwedel, Cliff Yankovich and Mayor DeVore. NO: None Absent: None. MOTION CARRIED

3. COMMENTS FROM CITIZENS FOR ITEMS NOT ON THE AGENDA.

There were none.

4. MOTION TO GO INTO CLOSED SESSION.

It was moved by SALZWEDEL and seconded by CHAMBERS to go into closed session at 5:33 p.m.

YES: 5. NO: None. ABSENT: 0. MOTION CARRIED.

It was moved by CRAWFORD and seconded by SCHRAUBEN to go into closed session at 5:33 p.m.

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

IT WAS MOVED BY CRAWFORD and seconded by SCHRAUBEN to go back into open session at 6:35 p.m.

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

IT WAS MOVED BY CHAMBERS and seconded by CANFIELD to adjourn City Council from the joint meeting at 6:32 p.m.

YES: 5. NO: None. ABSENT: 1. MOTION CARRIED.

DATE:

APPROVED:

Mike DeVore, Mayor

Susan Ullery, City Clerk

Perry Beachum, Light & Power Chair

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, NOVEMBER 18, 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 Susan Ullery called roll.

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

Absent: None.

Also Present: City Manager Michael Burns, Chief of Police Steve Bukala, Lowell Light & Power General Manager Steve Donkersloot, and DPW Director Dan Czarnecki.

2. APPROVAL OF THE CONSENT AGENDA.

- Approval of the Agenda.
- Approve and place on file the Special Joint meetings between City Council and Lowell Light & Power and the Regular and Closed session minutes of the November 18, 2019 City Council meeting.
- Authorize payment of invoices in the amount of \$149,070.35.

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

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

NO: None.

ABSENT: None.

MOTION CARRIED.

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

Perry Beachum, 924 Riverside Drive wanted to give a shout out to the Chamber, Lowell Police Department. Christmas through Lowell was a great event and really nice to see all the people in town.

4. OLD BUSINESS

a. City Income Tax

City Manager Michael Burns stated the proposal for City income tax on the ballot for the November 5th election did not pass. This requires us to go back to the drawing board and figure out other options to consider. Burns went through several options to consider and explained the pros and cons of each one and stated no decision needed to be made tonight, he just wants them all to be laid out for you to consider.

5. NEW BUSINESS

a. KDL Annual Report.

Sandy Gramm, Englehart Branch Manager, Katie Oliver, the Local KDL Board Representative and Lance Warner, the KDL Executive Director spoke regarding the City of Lowell branch services, the impact on the community and gave their 2019 Annual Report.

b. C-1 Neighborhood Business District Rezoning – Ordinance 19-08.

City Clerk, Sue Ullery stated at the November 11, 2019 Planning Commission meeting, they reviewed a request to rezone six non-conforming single-family residential properties located on Main Street between Smith and Amity from C-3 General Business to C-1 Neighborhood Business District.

IT WAS MOVED BY CANFIELD and seconded by SALZWEDEL to approve Ordinance 19-08 as written.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

c. IT & Cyber Security Update.

General Manager of Lowell Light & Power Steve Donkersloot explained earlier this year, the LL&P Board added a number of initiatives to our strategic plan of action items list and one of the major things that was added involves the development of a business continuity disaster response plan. Ultimately, this plan will incorporate many things. After reviewing the risk of the organization, thinking about business continuity disaster response plan, staff determined that our information technology (IT platforms) really is probably the most critical to get right. They are going to be at the central part of any plan that we ultimately go forward with. Cyber security is a huge threat in today's age, especially in the electric industry. The Department of Defense, the Department of Homeland Security, the American Public Power Association and many others are really preaching to us electric utilities, we are all interconnected in one giant web and we have to do what we can to make sure that our IT platforms are cyber secure. We have SCADA systems at LL&P that at the push of a button entire circuits could be turned off, we have generating infrastructure that is connected to the grid. We interconnect with ITC, so from LL&P's perspective, we decided at our October meeting to move forward with an IT plan.

The reasons for that besides the cybersecurity threat though, our IT systems directly control our cash flow. So it was staff's recommendation to the board, that if we are going to do a plan and do it right, we need that IT piece to be as bulletproof as we can get it. So we tasked Kore Hi-Com and Addorio Technologies to develop a plan/roadmap, tailored specifically for us (to meet our size and budget), to upgrade our IT/Cyber Security Infrastructure. It was critical when Kore Hi-Com presented to the board, that they designed their platform and solution in such a way that the City (the Police Department, the DWP, Water Department, Fire Department, City Hall Staff) can participate in that platform. Highlight of the project, he gave a cost estimate breakdown with the contingency of \$15,000. We estimate the project will be \$195,000.

The System is designed to be redundant on multiple levels. First, we would like to eliminate single points of failure. Also want to incorporate physical security as well as cyber security concerns. This system is designed in such a way that backups will take place by a separate server other than the host three servers and will be run by an operating system called Linux which isn't near as popular. Cybersecurity attacks for

the most part are not designed to attack Linux type systems and we will have one point of connection between this backup Linux system and the other three servers. The cost for the City to join is approximately \$65,000.

IT WAS MOVED BY CANFIELD and seconded by CHAMBERS to participate with Lowell Light & Power in the IT & Cyber Security Upgrade Project with the option to pay our cost in increments to LL&P over a three-year period.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

6. **BOARD/COMMISSION REPORTS.**

Councilmember Yankovich stated the LOOK Fund emptied its checkbook and will not be meeting again until next fall. Signs were bought for Flat River Outreach Ministries (entire amount). We gave partial grants to Lowell Arts for second story flooring and to the City of Lowell for expenses at the Ware Road Dump Landfill.

Councilmember Salzwedel stated December 5th is approaching fast for our first LCTV meeting.

Councilmember Canfield stated the Lowell Area Recreation Authority met on Wednesday, they had some disappointing news for us. The Railroad did not approve our crossing. Dave Austin then got up and explained the current plan was once we get to the fairgrounds to have a bridge over the Flat River and go across the what we call the Moose project property and go under the railroad trestle. After a lengthy and costly review from the railroad, they indicated they didn't feel that it was safe for a lot of reasons. In particular, they believe they may need to replace that trestle at some point and they are concerned about people getting off the trail and accessing the tracks etcetera, so we are working with the board and looking at other options of going over the tracks. We are not giving up yet. And we are meeting with King Milling next week to see if we can get their support before we pitch the railroad on the new options.

Councilmember Chambers stated Planning Commission recommended rezoning properties located on Main Street between Smith and Amity from C3 General Business to a C1 Neighborhood Business District. At Lowell Light & Power they voted to go tobacco free. No tobacco anywhere on any job site and that will take effect January 1, 2020.

Mayor DeVore stated Fire Authority is cancelled for this month and Vision is tomorrow.

7. **MANAGER'S REPORT.**

City Manager Michael Burns reported on the following:

- Congratulations to the three council members that were recently elected. Looking forward to continuing to work with each of you.
- Christmas Through Lowell was very successful.
- Want to thank the LOOK Committee who provided the City \$18,635 for assisting us with the Ware

Rd Landfill which I believe we were close to about \$77,000 in committed expenditures at this point so their help is much appreciated.

8. **APPOINTMENTS.**

It was a general consensus from the City Councilmembers that Perry Beachum continue to serve on the LARA Board.

The Construction Board of Appeals still has an appointment opening.

9. **COUNCIL COMMENTS.**

Councilmember Canfield stated it was real interesting and exciting to hear from the library and all the cutting edge advances that they're making in pilot projects that come here. Also, Christmas through Lowell is really done well by the Chamber and the merchants, a great thing for Lowell!

Councilmember Chambers thanked everyone for voting him back him. He started something here two and a half years ago and he wants to see it through, so thank you for that. There's a couple people he'd like to thank for helping out at his store, the Mayor was gracious enough to greet people at the front door and hand out candy canes and sign the little flyers that everybody goes around with. Also, the police chief was gracious enough to run the cash register. It was great.

Councilmember Salzwedel agreed with Christmas through Lowell being a great success, traffic was congested, and glad there were no injuries with pedestrians and traffic. Congratulations to Cliff Yankovich, Marty Chambers and Mayor DeVore on their elections.

Mayor DeVore thanked everyone for voting for the Councilmembers as well. Thinks this is a really good Council right now. Had a blast at Christmas through Lowell, had no idea the number of people that were going to come out but thought it was great!

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

IT WAS MOVED BY YANKOVICH and seconded by CHAMBERS to go into closed session to discuss this year's upcoming labor negotiations at 8:19 p.m.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

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

IT WAS MOVED BY SALZWEDEL and seconded by CANFIELD to go back into open session at 9:25 p.m.

YES: 5.

NO: 0.

ABSENT: 0.

MOTION CARRIED.

12. ADJOURNMENT.

IT WAS MOVED SALZWEDEL and seconded by YANKOVICH to adjourn at 9:26 p.m.

DATE:

APPROVED:

Mike DeVore, Mayor

Sue Ullery, Lowell City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

ORDINANCE NO. 19-08

AN ORDINANCE TO AMEND SECTION 3.02, "DISTRICT BOUNDARIES," OF CHAPTER 3, "ZONING DISTRICTS – GENERAL," OF APPENDIX A, "ZONING," AND SECTION 10.02, "USES PERMITTED BY RIGHT," SECTION 10.03, "SPECIAL LAND USES," AND SECTION 10.04, "SITE DEVELOPMENT REQUIREMENTS," OF CHAPTER 10, "C-1-NEIGHBORHOOD BUSINESS DISTRICT," OF THE CODE OF ORDINANCES OF THE CITY OF LOWELL

Councilmember CANFIELD supported by Councilmember SALZWEDEL moved the adoption of the following ordinance:

THE CITY OF LOWELL ORDAINS:

Section 1. Amendment to Section 3.02 of Chapter 3. Section 3.02, "District boundaries," of Chapter 3, "Zoning Districts - General," of Appendix A, "Zoning," of the Code of Ordinances of the City of Lowell is amended to amend the zone district classification of real property located at 601 W. Main Street, Permanent Parcel No. 41-20-02-340-008, 611 W. Main Street, Permanent Parcel No. 41-20-02-340-007, 617 W. Main Street, Permanent Parcel No. 41-20-02-340-006, 623 W. Main Street, Permanent Parcel No. 41-20-02-340-005, 124 Amity Street, Permanent Parcel No. 41-20-02-340-004 and 608 Chatham Street, Permanent Parcel No. 41-20-02-340-003 to C-1-Neighborhood Business.

Section 2. Amendment to Section 10.02 of Chapter 10. Section 10.2, "Uses permitted by right," of Chapter 10, "C-1-Neighborhood Business District," of Appendix A, "Zoning," of the Code of Ordinances of the City of Lowell is amended by the addition of:

- K. Single - family dwellings
- L. Two – family dwellings

Section 3. Amendment to Section 10.03 of Chapter 10. Section 10.03, “Special land uses,” of Chapter 10, “C-1-Neighborhood Business District,” of Appendix A, “Zoning,” of the Code of Ordinances of the City of Lowell is amended by deleting:

D. Commercial storage warehouses.

Section 4. Amendment to Section 10.04 of Chapter 10. Section 10-04, ‘Site development requirements,’ of Chapter 10, “C-1-Neighborhood Business District,” of Appendix A, “Zoning,” of the Code of Ordinances of the City of Lowell is amended in part as follows:

Maximum Lot Coverage	60%
Minimum Lot Area	8,200 square feet for single-family and two-family dwellings 15,000 square feet for all other uses
Minimum Lot Width	66 feet for single-family and two-family dwellings 80 feet for all other uses

Section 5. 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 6. Effective Date. This ordinance shall take effect ten (10) days after it, or a summary thereof, as permitted by law, along with the date of its adoption, is published in the *Lowell Ledger*, a newspaper of general circulation in the City.

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

NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

ORDINANCE DECLARED ADOPTED.

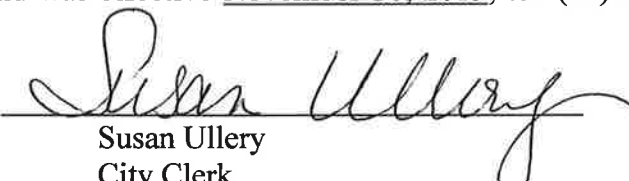
Dated: November 18, 2019


Susan Ullery
City Clerk

CERTIFICATION

I, the undersigned City Clerk of the City of Lowell, Michigan (the "City"), certify that the above ordinance is a true and complete copy of an ordinance adopted at a regular meeting of the Lowell City Council held on November 18, 2019, pursuant to notice given in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended, and notice of its adoption, including a summary of its contents and its effective date, was published in the *Lowell Ledger*, on November 20, 2019. I further certify that the above ordinance was entered into the Ordinance Book of the City on November 30, 2019, and was effective November 30, 2019, ten (10) days after publication.

Dated: November 18, 2019


Susan Ullery
City Clerk

11/26/2019 03:25 PM
User: LORI
DB: Lowell

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
POST DATES 11/13/2019 - 11/26/2019
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

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Vendor Code	Vendor Name	Invoice	Description	Amount
00015	ALEXANDER CHEMICAL CORP	SLS10085445	WTP CHEMICALS	1,341.90
TOTAL FOR: ALEXANDER CHEMICAL CORP				1,341.90
10810	ANGEL ARMOR	6148	LPD EQUIPMENT	394.78
TOTAL FOR: ANGEL ARMOR				394.78
10731	APPLIED IMAGING	1446593	COPY MACHIINE CONTRACT	567.83
TOTAL FOR: APPLIED IMAGING				567.83
10818	AT&T MOBILITY	287291108942X1114	CITY PHONE BILLS	902.44
TOTAL FOR: AT&T MOBILITY				902.44
00045	BARTLETT, SANDY	11/21/19	NOV METER READS & MILEAGE	774.55
TOTAL FOR: BARTLETT, SANDY				774.55
00913	BATCHELOR, MARK	11/22/19	HDC GRANT 307 E MAIN	2,670.00
TOTAL FOR: BATCHELOR, MARK				2,670.00
10121	BEHRENS LIMITED, LCC	1439	MUTT MITTS	88.85
TOTAL FOR: BEHRENS LIMITED, LCC				88.85
10686	BETTEN BAKER	131484	LPD FORD EXPLORER 2014 #836	182.26
		131755	POLICE #837 R & M	32.54
TOTAL FOR: BETTEN BAKER				214.80
10822	BLDI ENVIRONMENTAL ENGINEERING	17380	WARE ROAD PROJECT	11,731.21
		17382	WARE ROAD PROJECT	1,308.50
TOTAL FOR: BLDI ENVIRONMENTAL ENGINEERING				13,039.71
10483	BOURGETTE, BOB	11/14/19	AIRPORT R & M REIMBURSEMENT	1,526.64
TOTAL FOR: BOURGETTE, BOB				1,526.64
MISC	BUILDERS FIREPLACE	11/14/19	REFUND ESCROW	100.00
TOTAL FOR: BUILDERS FIREPLACE				100.00
10633	BURNS, MICHAEL	11/18/2019	REIMBURSMENTS	60.13
TOTAL FOR: BURNS, MICHAEL				60.13
MISC	BYRNE, REX	11/14/19	BOOT REIMBURSEMENT	74.19
TOTAL FOR: BYRNE, REX				74.19
00084	CANFIELD PLUMBING & HEATING IN	I80077	HVAC R & M - RIVERWALK GARAGE	99.00
TOTAL FOR: CANFIELD PLUMBING & HEATING IN				99.00

User: LORI

POST DATES 11/13/2019 - 11/26/2019

DB: Lowell

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Description	Amount
Invoice			
00101	CHROUCH COMMUNICATIONS, INC.		
125001247-1	LPD TRAVEL CHARGER		95.00
TOTAL FOR: CHROUCH COMMUNICATIONS, INC.			95.00
10499	COMPASS MINERALS		
530573	BULK HIGHWAY SALT		4,161.10
TOTAL FOR: COMPASS MINERALS			4,161.10
10509	CONSUMERS ENERGY		
10/12 - 11/13/19	ACCOUNT STATEMENT		382.91
10/24 -11/20/19	ACCOUNT STATEMENTS		1,716.93
NOV 2019	ACCOUNT STATEMENTS		1,634.76
TOTAL FOR: CONSUMERS ENERGY			3,734.60
00132	D&D TRUCKING ACQUISITION, LLC		
29471	2009 INTL WORKSTAR R & M		233.45
29485	2013 GMC SIERRA #6-2		98.00
TOTAL FOR: D&D TRUCKING ACQUISITION, LLC			331.45
10670	FAHEY SCHULTZ BURZYCH RHODES PLC		
49907	COLLECTIVE BARGAINING		220.00
49908	EMPLOYMENT MATTERS		1,122.50
TOTAL FOR: FAHEY SCHULTZ BURZYCH RHODES PLC			1,342.50
10211	FIRE PROS INC.		
INV-1778121	CHAMBER FIRE EXTINGUISHER INSPECTION		89.50
INV-1778122	DPW FIRE EXTINIGUISHER INSPECTION		280.00
INV-1778123	CITY HALL FIRE EXTINGUISHER INSPECTION		89.00
INV-1778125	MUSEUM FIRE EXTINGUISHER INSP		75.50
INV-1778127	CITY HALL FIRE EXTINGUISHER INSP		244.28
INV-1778128	LIBRARY FIRE EXT INSPECTION		114.50
INV-1778206	LIBRARY FIRE ALARM INSPECTION		411.00
INV-1778221	CITY HALL FIRE ALARM INSPECTION		433.00
TOTAL FOR: FIRE PROS INC.			1,736.78
01999	GODWIN'S ADA VILLAGE HARDWARE		
178068/178725	SUPPLIES		55.97
TOTAL FOR: GODWIN'S ADA VILLAGE HARDWARE			55.97
00225	GRAND RAPIDS COMMUNITY COLLEGE		
11/1 - 11/15/19	TAX DISBURSEMENT		323.18
TOTAL FOR: GRAND RAPIDS COMMUNITY COLLEGE			323.18
10706	GREENOP, JILL		
11/22/19	HDC GRANT 214 E MAIN		1,023.00
TOTAL FOR: GREENOP, JILL			1,023.00
01508	GTW		
199824	CYLINDER RENTAL OCT 2019		34.96
TOTAL FOR: GTW			34.96
01893	HEARTHSTONE DESIGN STUDIO LLC		
5956	SHOWBOAT CONSULTING AUG-OCT		562.50
TOTAL FOR: HEARTHSTONE DESIGN STUDIO LLC			562.50
10406	HOMETOWN DECORATION AND DISPLAY LLC		
1642	HOLIDAY DECORATIONS		4,884.00
TOTAL FOR: HOMETOWN DECORATION AND DISPLAY LLC			4,884.00

11/26/2019 03:25 PM

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL

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User: LORI

POST DATES 11/13/2019 - 11/26/2019

DB: Lowell

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Invoice	Description	Amount
00248	HOOPER PRINTING			
	57861		PRINTING	86.85
	58992		WINDOW ENVELOPES	30.47
	59000		TAX PAPER - BLUE	88.32
TOTAL FOR: HOOPER PRINTING				205.64
02463	HYDROCORP			
	0054529-IN		CROSS CONNECTION OCT 2019	937.00
TOTAL FOR: HYDROCORP				937.00
10836	JX ENTERPRISES, INC			
	2620982S.02		2017 PETERBILT #15	604.34
TOTAL FOR: JX ENTERPRISES, INC				604.34
01970	KCI			
	204440		POSTAGE ASSESSMENT NOTICES	668.72
TOTAL FOR: KCI				668.72
01883	KENT COUNTY CLERK			
	11/5/2019		ELECTION INVOICE	1,253.49
TOTAL FOR: KENT COUNTY CLERK				1,253.49
00300	KENT COUNTY TREASURER			
	11/1 - 11/15/19		TAX DISBURSEMENT	1,882.90
	11/21/19		TRAILER FEES	622.50
TOTAL FOR: KENT COUNTY TREASURER				2,505.40
00302	KENT INTERMEDIATE SCHOOL DIST.			
	11/1 - 11/15/19		TAX DISBURSEMENT	1,030.08
TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST.				1,030.08
02209	KERKSTRA PORTABLE, INC.			
	149626		PORTABLE RESTROOM - CEMETERY	90.00
TOTAL FOR: KERKSTRA PORTABLE, INC.				90.00
10018	KORE/HI COM, INC.			
	29827		VERITAS GOVT COVERAGE 11/19-11/20	324.30
TOTAL FOR: KORE/HI COM, INC.				324.30
02168	LITES PLUS, INC.			
	51039		LED RETROFIT LIGHTS	903.65
TOTAL FOR: LITES PLUS, INC.				903.65
01374	LOWELL AREA HISTORICAL MUSEUM			
	11/1 - 11/15/19		TAX DISBURSEMENT	44.47
TOTAL FOR: LOWELL AREA HISTORICAL MUSEUM				44.47
00562	LOWELL AREA SCHOOLS			
	11/1 - 11/15/19		TAX DISBURSEMENT	1,720.42
TOTAL FOR: LOWELL AREA SCHOOLS				1,720.42
00341	LOWELL LIGHT & POWER			
	3357		ACCESS POINT & STREET LIGHTS R & M	2,063.25
TOTAL FOR: LOWELL LIGHT & POWER				2,063.25
10251	MAG PLUMBING SERVICE LLC			
	1669		WINTERIZED IRRIGATION SYSTEMS	1,575.00
TOTAL FOR: MAG PLUMBING SERVICE LLC				1,575.00

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Vendor Code	Vendor Name Invoice	Description	Amount
00740	MARK'S BODY SHOP		
	107514	LPD CAR LIGHT/SIREN INSTALL	995.00
TOTAL FOR: MARK'S BODY SHOP			995.00
00410	MICHIGAN HISTORIC PRESERVATION		
	11/19/19	MEMBERSHIP DUES	150.00
TOTAL FOR: MICHIGAN HISTORIC PRESERVATION			150.00
00418	MICHIGAN POLICE EQUIPMENT CO		
	173472	AMMUNITION	909.50
TOTAL FOR: MICHIGAN POLICE EQUIPMENT CO			909.50
00499	PETTY CASH		
	11/21/2019	PETTY CASH	74.77
TOTAL FOR: PETTY CASH			74.77
00506	POSTMASTER		
	11/20/2019	MAILING PERMIT FEE	235.00
TOTAL FOR: POSTMASTER			235.00
00512	PREIN & NEWHOF, INC.		
	52569	SAW GRANT MGMT	36,033.13
TOTAL FOR: PREIN & NEWHOF, INC.			36,033.13
10762	PROFESSIONAL CODE INSPECTIONS OF MI		
	6169	INSPECTIONS OCT 2019	4,193.10
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS OF MI			4,193.10
02331	PROGRESSIVE HEATING COOLING, CORP.		
	2016188	LIBRARY R & M	87.60
	2016189	CITY HALL R & M	110.00
TOTAL FOR: PROGRESSIVE HEATING COOLING, CORP.			197.60
10651	RIVERSIDE MOTOR SPORTS		
	194723	CONCRETE SAW #W-76	73.00
	194803	SNOW BLOWER #67	57.18
	194804	CCR360 SNOW BLOWER #68	57.37
	194807	EDGER #76	99.40
TOTAL FOR: RIVERSIDE MOTOR SPORTS			286.95
02539	RONDA AUTO CENTERS		
	29706	TIRE DISPOSAL	68.00
	29957	2016 SILVERADO #9	784.32
	30168	2008 SILVERADO #14 R & M	828.00
	30216	2013 GMC SIERRA #6	376.16
TOTAL FOR: RONDA AUTO CENTERS			2,056.48
00827	RS TECHNICAL SERVICES, INC.		
	DB-1154	WTP R & M	973.30
TOTAL FOR: RS TECHNICAL SERVICES, INC.			973.30
10378	RUESINK, KATHIE		
	911011/9111012	CLEANING SERVICES 10/31 -11/13/19	570.00
TOTAL FOR: RUESINK, KATHIE			570.00
MISC	RUSS, KARLYE		
	11/14/19	BOOT REIMBURSEMENT	155.00
TOTAL FOR: RUSS, KARLYE			155.00

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Vendor Code	Vendor Name	Invoice	Description	Amount
10042	SAWYER ENGINE & COMPRESSOR INC.	50787	WTP - SERVICE CALL	423.12
TOTAL FOR: SAWYER ENGINE & COMPRESSOR INC.				423.12
10837	SHIELD LEADERSHIP INSTITUTE	11/25/19	WINTER 2020 - LAUREN	1,200.00
TOTAL FOR: SHIELD LEADERSHIP INSTITUTE				1,200.00
02085	SPECTRUM HEALTH OCCUPATIONAL	642746	DOT PHYSICAL - BRECKEN	64.00
TOTAL FOR: SPECTRUM HEALTH OCCUPATIONAL				64.00
02032	STEALTH PEST MANAGEMENT LLC	11/30/2019	PEST CONTROL	170.00
TOTAL FOR: STEALTH PEST MANAGEMENT LLC				170.00
10514	SUPPLYGEEKS	IN-4621	NOTARY STAMP - JACK	26.70
		OE-18413-3	OFFICE SUPPLIE	71.40
TOTAL FOR: SUPPLYGEEKS				98.10
00930	TRUCK & TRAILER SPECIALTIES	DRO005622	GMC #6-1 AND #9-1	1,281.67
		DSO005230	EQUIP R & M STOCK	118.30
TOTAL FOR: TRUCK & TRAILER SPECIALTIES				1,399.97
10394	UNDER-PRESSURE STEAM & CLEAN LLC	9368	TANK CLEANING - GEE DR/PUMPHOUSE	1,875.00
TOTAL FOR: UNDER-PRESSURE STEAM & CLEAN LLC				1,875.00
MISC	VANDERJAGT, BRUCE	11/21/19	BOOT REIMBURSEMENT	93.81
TOTAL FOR: VANDERJAGT, BRUCE				93.81
10484	VERGENNES BROADBAND	5267-20191116-1	INTERNET	309.99
TOTAL FOR: VERGENNES BROADBAND				309.99
00692	WILLIAMS & WORKS INC.	88543	STREET ASSET MGMT STUDY	1,117.50
		89131	STREET ASSET MGMT	1,157.00
		89149	DIGESTER #3 COVER REPAIR	477.50
TOTAL FOR: WILLIAMS & WORKS INC.				2,752.00
02205	WINZER CORPORATION	6488632	EQUIP R & M	183.76
TOTAL FOR: WINZER CORPORATION				183.76
10567	WOLF KUBOTA	12356	R & M #54 EQUIP	179.26
TOTAL FOR: WOLF KUBOTA				179.26
TOTAL - ALL VENDORS				109,644.46

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Fund 101 GENERAL FUND					
Dept 000					
101-000-084.015	DUE FROM FIRE AUTHORITY	VERGENNES BROADBAND	INTERNET	28.57	73685
101-000-084.015	DUE FROM FIRE AUTHORITY	MAG PLUMBING SERVICE LLC	WINTERIZED IRRIGATION SYS	131.25	73699
101-000-085.000	DUE FROM LIGHT & POWER	VERGENNES BROADBAND	INTERNET	58.58	73685
101-000-085.000	DUE FROM LIGHT & POWER	POSTMASTER	MAILING PERMIT FEE	117.50	73700
101-000-222.000	DUE TO COUNTY-TRAILER FEE	KENT COUNTY TREASURER	TRAILER FEES	124.50	73667
101-000-225.000	DUE TO SET -TRAILER FEES	KENT COUNTY TREASURER	TRAILER FEES	498.00	73667
		Total For Dept 000		958.40	
Dept 101 COUNCIL					
101-101-955.000	MISCELLANEOUS EXPENSE	BURNS, MICHAEL	REIMBURSEMENTS	60.13	73639
101-101-955.000	MISCELLANEOUS EXPENSE	PETTY CASH	PETTY CASH	15.40	73641
		Total For Dept 101 COUNCI		75.53	
Dept 172 MANAGER					
101-172-801.000	PROFESSIONAL SERVICES	BLDI ENVIRONMENTAL ENGINE	WARE ROAD PROJECT	1,308.50	73690
101-172-801.000	PROFESSIONAL SERVICES	BLDI ENVIRONMENTAL ENGINE	WARE ROAD PROJECT	11,731.21	73690
101-172-850.000	COMMUNICATIONS	AT&T MOBILITY	CITY PHONE BILLS	48.32	73644
		Total For Dept 172 MANAGE		13,088.03	
Dept 191 ELECTIONS					
101-191-740.000	OPERATING SUPPLIES	KENT COUNTY CLERK	ELECTION INVOICE	1,253.49	73666
		Total For Dept 191 ELECTI		1,253.49	
Dept 209 ASSESSOR					
101-209-740.000	OPERATING SUPPLIES	HOOPER PRINTING	WINDOW ENVELOPES	30.47	73696
101-209-900.000	PRINTING	KCI	POSTAGE ASSESSMENT NOTICE	668.72	73665
		Total For Dept 209 ASSESS		699.19	
Dept 210 ATTORNEY					
101-210-801.000	PROFESSIONAL SERVICES	FAHEY SCHULTZ BURZYCH RHO	COLLECTIVE BARGAINING	220.00	73657
101-210-801.000	PROFESSIONAL SERVICES	FAHEY SCHULTZ BURZYCH RHO	EMPLOYMENT MATTERS	1,122.50	73657
		Total For Dept 210 ATTORN		1,342.50	
Dept 215 CLERK					
101-215-850.000	COMMUNICATIONS	AT&T MOBILITY	CITY PHONE BILLS	48.32	73644
		Total For Dept 215 CLERK		48.32	
Dept 253 TREASURER					
101-253-740.000	OPERATING SUPPLIES	HOOPER PRINTING	PRINTING	86.85	73663
101-253-740.000	OPERATING SUPPLIES	HOOPER PRINTING	TAX PAPER - BLUE	88.32	73696
101-253-955.000	MISCELLANEOUS EXPENSE	PETTY CASH	PETTY CASH	1.01	73641
		Total For Dept 253 TREASU		176.18	
Dept 265 CITY HALL					
101-265-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH	6.36	73641
101-265-740.000	OPERATING SUPPLIES	LITES PLUS, INC.	LED RETROFIT LIGHTS	903.65	73671
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 10/31 -	360.00	73640
101-265-802.000	CONTRACTUAL	FIRE PROS INC.	CITY HALL FIRE EXTINGUISH	89.00	73693
101-265-802.000	CONTRACTUAL	FIRE PROS INC.	CITY HALL FIRE ALARM INSP	433.00	73693
101-265-802.000	CONTRACTUAL	FIRE PROS INC.	CITY HALL FIRE EXTINGUISH	244.28	73693
101-265-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	43.57	73685
101-265-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT & STREET LIG	515.51	73674
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	1,220.51	73692
101-265-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	CITY HALL R & M	110.00	73678
101-265-930.000	REPAIR & MAINTENANCE	MAG PLUMBING SERVICE LLC	WINTERIZED IRRIGATION SYS	131.25	73699
		Total For Dept 265 CITY H		4,057.13	
Dept 276 CEMETERY					
101-276-740.000	OPERATING SUPPLIES	GODWIN'S ADA VILLAGE HARD	SUPPLIES	19.99	73658
101-276-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - CEMET	90.00	73698
101-276-930.000	REPAIR & MAINTENANCE	MAG PLUMBING SERVICE LLC	WINTERIZED IRRIGATION SYS	262.50	73699
		Total For Dept 276 CEMETE		372.49	

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Fund 101 GENERAL FUND					
Dept 301 POLICE DEPARTMENT					
101-301-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	NOTARY STAMP - JACK	26.70	73711
101-301-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH	10.00	73641
101-301-743.000	AMMUNITION	MICHIGAN POLICE EQUIPMENT	AMMUNITION	909.50	73638
101-301-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	43.57	73685
101-301-850.000	COMMUNICATIONS	AT&T MOBILITY	CITY PHONE BILLS	362.67	73644
101-301-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT & STREET LIG	96.05	73674
101-301-931.000	R & M POLICE CARS	MARK'S BODY SHOP	LPD CAR LIGHT/SIREN INSTA	995.00	73675
101-301-931.000	R & M POLICE CARS	CHROUCH COMMUNICATIONS, I	LPD TRAVEL CHARGER	95.00	73691
101-301-957.000	TRAINING	SHIELD LEADERSHIP INSTITU	WINTER 2020 - LAUREN	1,200.00	73708
101-301-984.000	EQUIPMENT	ANGEL ARMOR	LPD EQUIPMENT	394.78	73642
Total For Dept 301 POLICE				4,133.27	
Dept 400 PLANNING & ZONING					
101-400-801.000	SITE PLAN REVIEW RETAINER	BUILDERS FIREPLACE	REFUND ESCROW	100.00	73651
Total For Dept 400 PLANNI				100.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	PETTY CASH	PETTY CASH	42.00	73641
101-441-744.000	UNIFORMS	BYRNE, REX	BOOT REIMBURSEMENT	74.19	73652
101-441-744.000	UNIFORMS	RUSS, KARLYE	BOOT REIMBURSEMENT	155.00	73680
101-441-802.000	CONTRACTUAL	FIRE PROS INC.	DPW FIRE EXTINGUISHER IN	280.00	73693
101-441-802.000	CONTRACTUAL	SPECTRUM HEALTH OCCUPATIO	DOT PHYSICAL - BRECKEN	64.00	73709
101-441-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	50.00	73710
101-441-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	28.57	73685
101-441-850.000	COMMUNICATIONS	AT&T MOBILITY	CITY PHONE BILLS	94.49	73644
101-441-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT & STREET LIG	27.97	73674
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	111.65	73655
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	382.91	73692
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ACCESS POINT & STREET LIG	1,047.19	73674
101-441-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	HVAC R & M - RIVERWALK GA	99.00	73653
101-441-930.000	REPAIR & MAINTENANCE	MAG PLUMBING SERVICE LLC	WINTERIZED IRRIGATION SYS	131.25	73699
Total For Dept 441 DEPART				2,588.22	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	67.12	73655
101-747-930.000	REPAIR & MAINTENANCE	FIRE PROS INC.	CHAMBER FIRE EXTINGUISHER	89.50	73693
Total For Dept 747 CHAMBE				156.62	
Dept 751 PARKS					
101-751-744.000	UNIFORMS	GODWIN'S ADA VILLAGE HARD	SUPPLIES	17.99	73658
101-751-744.000	UNIFORMS	VANDERJAGT, BRUCE	BOOT REIMBURSEMENT	93.81	73684
101-751-850.000	COMMUNICATIONS	AT&T MOBILITY	CITY PHONE BILLS	41.14	73644
Total For Dept 751 PARKS				152.94	
Dept 790 LIBRARY					
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 10/31 -	210.00	73640
101-790-802.000	CONTRACTUAL	FIRE PROS INC.	LIBRARY FIRE ALARM INSPEC	411.00	73693
101-790-802.000	CONTRACTUAL	FIRE PROS INC.	LIBRARY FIRE EXT INSPECTI	114.50	73693
101-790-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	73710
101-790-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT & STREET LIG	127.88	73674
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	634.31	73655
101-790-930.000	REPAIR & MAINTENANCE	PROGRESSIVE HEATING COOLI	LIBRARY R & M	87.60	73678
101-790-930.000	REPAIR & MAINTENANCE	MAG PLUMBING SERVICE LLC	WINTERIZED IRRIGATION SYS	262.50	73699
Total For Dept 790 LIBRAR				1,887.79	
Dept 803 HISTORICAL DISTRICT COMMISSION					
101-803-955.000	MISCELLANEOUS EXPENSE	MICHIGAN HISTORIC PRESERV	MEMBERSHIP DUES	150.00	73676
Total For Dept 803 HISTOR				150.00	
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	CONSUMERS ENERGY	ACCOUNT STATEMENTS	436.86	73655

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Fund 101 GENERAL FUND					
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	FIRE PROS INC.	MUSEUM FIRE EXTINGUISHER	75.50	73693
101-804-887.000	CONTRIBUTIONS & MAINTENAN	MAG PLUMBING SERVICE LLC	WINTERIZED IRRIGATION SYS	131.25	73699
101-804-887.000	CONTRIBUTIONS & MAINTENAN	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	73710
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MU	TAX DISBURSEMENT	44.47	73672
Total For Dept 804 MUSEUM				728.08	
Total For Fund 101 GENERA				31,968.18	
Fund 202 MAJOR STREET FUND					
Dept 450 CAPITAL OUTLAY					
202-450-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	STREET ASSET MGMT	578.50	73686
Total For Dept 450 CAPITA				578.50	
Dept 463 MAINTENANCE					
202-463-850.000	COMMUNICATIONS	AT&T MOBILITY	CITY PHONE BILLS	47.24	73644
Total For Dept 463 MAINTENANCE				47.24	
Dept 478 WINTER MAINTENANCE					
202-478-740.000	OPERATING SUPPLIES	COMPASS MINERALS	BULK HIGHWAY SALT	2,080.55	73654
Total For Dept 478 WINTER				2,080.55	
Dept 483 ADMINISTRATION					
202-483-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	STREET ASSET MGMT STUDY	558.75	73686
Total For Dept 483 ADMINI				558.75	
Total For Fund 202 MAJOR				3,265.04	
Fund 203 LOCAL STREET FUND					
Dept 450 CAPITAL OUTLAY					
203-450-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	STREET ASSET MGMT	578.50	73686
Total For Dept 450 CAPITA				578.50	
Dept 463 MAINTENANCE					
203-463-744.000	UNIFORMS	GODWIN'S ADA VILLAGE HARD	SUPPLIES	17.99	73658
203-463-850.000	COMMUNICATIONS	AT&T MOBILITY	CITY PHONE BILLS	47.25	73644
Total For Dept 463 MAINTENANCE				65.24	
Dept 478 WINTER MAINTENANCE					
203-478-740.000	OPERATING SUPPLIES	COMPASS MINERALS	BULK HIGHWAY SALT	2,080.55	73654
Total For Dept 478 WINTER				2,080.55	
Dept 483 ADMINISTRATION					
203-483-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	STREET ASSET MGMT STUDY	558.75	73686
Total For Dept 483 ADMINI				558.75	
Total For Fund 203 LOCAL				3,283.04	
Fund 238 HISTORICAL DISTRICT FUND					
Dept 000					
238-000-880.000	COMMUNITY PROMOTION	BATCHELOR, MARK	HDC GRANT 307 E MAIN	2,670.00	73647
238-000-880.000	COMMUNITY PROMOTION	GREENOP, JILL	HDC GRANT 214 E MAIN	1,023.00	73660
Total For Dept 000				3,693.00	
Total For Fund 238 HISTOR				3,693.00	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-740.000	OPERATING SUPPLIES	BEHRENS LIMITED, LCC	MUTT MITTS	88.85	73648
248-463-930.000	REPAIR & MAINTENANCE	MAG PLUMBING SERVICE LLC	WINTERIZED IRRIGATION SYS	525.00	73699
Total For Dept 463 MAINTENANCE				613.85	
Dept 740 COMMUNITY PROMOTIONS					
248-740-880.000	COMMUNITY PROMOTION	HOMETOWN DECORATION AND D	HOLIDAY DECORATIONS	4,884.00	73662
Total For Dept 740 COMMUN				4,884.00	
Total For Fund 248 DOWNTOWN				5,497.85	
Fund 249 BUILDING INSPECTION FUND					
Dept 371 BUILDING INSPECTION DEPARTMENT					

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Fund 249 BUILDING INSPECTION FUND					
Dept 371 BUILDING INSPECTION DEPARTMENT					
249-371-802.000	CONTRACTUAL	PROFESSIONAL CODE INSPECT	INSPECTIONS OCT 2019	4,193.10	73701
	Total For Dept 371 BUILDI			4,193.10	
	Total For Fund 249 BUILDI			4,193.10	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 751 PARKS					
260-751-801.000	PROFESSIONAL SERVICES	HEARTHSTONE DESIGN STUDIO	SHOWBOAT CONSULTING AUG-O	562.50	73661
	Total For Dept 751 PARKS			562.50	
	Total For Fund 260 DESIGN			562.50	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	439.34	73692
581-000-930.000	REPAIR & MAINTENANCE	BOURGETTE, BOB	AIRPORT R & M REIMBURSEME	1,526.64	73650
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	INTERNET	49.99	73685
	Total For Dept 000			2,015.97	
	Total For Fund 581 AIRPOR			2,015.97	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	VERGENNES BROADBAND	INTERNET	28.57	73685
590-000-043.000	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	ACCESS POINT & STREET LIG	157.37	73674
	Total For Dept 000			185.94	
Dept 550 TREATMENT					
590-550-801.000	PROFESSIONAL SERVICES	PREIN & NEWHOF, INC.	SAW GRANT MGMT	36,033.13	73677
590-550-970.000	CAPITAL OUTLAY	WILLIAMS & WORKS INC.	DIGESTER #3 COVER REPAIR	477.50	73686
	Total For Dept 550 TREATM			36,510.63	
Dept 551 COLLECTION					
590-551-850.000	COMMUNICATIONS	AT&T MOBILITY	CITY PHONE BILLS	85.93	73644
	Total For Dept 551 COLLEC			85.93	
Dept 552 CUSTOMER ACCOUNTS					
590-552-703.000	SALARIES-METER READS	BARTLETT, SANDY	NOV METER READS & MILEAGE	353.93	73646
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	NOV METER READS & MILEAGE	33.35	73646
590-552-955.000	MISCELLANEOUS EXPENSE	POSTMASTER	MAILING PERMIT FEE	58.75	73700
	Total For Dept 552 CUSTOM			446.03	
	Total For Fund 590 WASTEW			37,228.53	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-743.000	CHEMICALS	ALEXANDER CHEMICAL CORP	WTP CHEMICALS	1,341.90	73688
591-570-802.000	CONTRACTUAL	SAWYER ENGINE & COMPRESSO	WTP - SERVICE CALL	423.12	73707
591-570-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST CONTROL	40.00	73710
591-570-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET	28.57	73685
591-570-850.000	COMMUNICATIONS	AT&T MOBILITY	CITY PHONE BILLS	41.14	73644
591-570-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	ACCESS POINT & STREET LIG	91.28	73674
591-570-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	370.82	73655
591-570-930.000	REPAIR & MAINTENANCE	RS TECHNICAL SERVICES, IN	WTP R & M	973.30	73706
	Total For Dept 570 TREATM			3,310.13	
Dept 571 DISTRIBUTION					
591-571-801.000	CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION OCT 2019	937.00	73697
591-571-850.000	COMMUNICATIONS	AT&T MOBILITY	CITY PHONE BILLS	85.94	73644
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	14.00	73655
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	57.08	73692
591-571-930.000	REPAIR & MAINTENANCE	UNDER-PRESSURE STEAM & CL	TANK CLEANING - GEE DR/P	1,875.00	73683
	Total For Dept 571 DISTRI			2,969.02	
Dept 572 CUSTOMER ACCOUNTS					
591-572-703.000	SALARIES-METER READS	BARTLETT, SANDY	NOV METER READS & MILEAGE	353.92	73646

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 572 CUSTOMER ACCOUNTS					
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	NOV METER READS & MILEAGE	33.35	73646
		Total For Dept 572 CUSTOM		387.27	
Dept 573 ADMINISTRATION					
591-573-955.000	MISCELLANEOUS EXPENSE	POSTMASTER	MAILING PERMIT FEE	58.75	73700
		Total For Dept 573 ADMINI		58.75	
		Total For Fund 591 WATER		6,725.17	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-740.000	OPERATING SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIE	71.40	73681
636-000-801.000	PROFESSIONAL SERVICES	APPLIED IMAGING	COPY MACHIINE CONTRACT	567.83	73643
636-000-801.000	PROFESSIONAL SERVICES	KORE/HI COM, INC.	VERITAS GOVT COVERAGE 11/	324.30	73670
		Total For Dept 000		963.53	
		Total For Fund 636 DATA P		963.53	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	LPD FORD EXPLORER 2014 #8	182.26	73649
661-895-930.000	REPAIR & MAINTENANCE	D&D TRUCKING ACQUISITION,	2013 GMC SIERRA #6-2	98.00	73656
661-895-930.000	REPAIR & MAINTENANCE	D&D TRUCKING ACQUISITION,	2009 INTL WORKSTAR R & M	233.45	73656
661-895-930.000	REPAIR & MAINTENANCE	RONDA AUTO CENTERS	2008 SILVERADO #14 R & M	828.00	73679
661-895-930.000	REPAIR & MAINTENANCE	TRUCK & TRAILER SPECIALTI	GMC #6-1 AND #9-1	1,281.67	73682
661-895-930.000	REPAIR & MAINTENANCE	WOLF KUBOTA	R & M #54 EQUIP	179.26	73687
661-895-930.000	REPAIR & MAINTENANCE	JX ENTERPRISES, INC	2017 PETERBILT #15	604.34	73664
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	POLICE #837 R & M	32.54	73689
661-895-930.000	REPAIR & MAINTENANCE	GTW	CYLINDER RENTAL OCT 2019	34.96	73695
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	SNOW BLOWER #67	57.18	73702
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	CONCRETE SAW #W-76	73.00	73702
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	EDGER #76	99.40	73702
661-895-930.000	REPAIR & MAINTENANCE	RIVERSIDE MOTOR SPORTS	CCR360 SNOW BLOWER #68	57.37	73702
661-895-930.000	REPAIR & MAINTENANCE	RONDA AUTO CENTERS	2013 GMC SIERRA #6	376.16	73703
661-895-930.000	REPAIR & MAINTENANCE	RONDA AUTO CENTERS	TIRE DISPOSAL	68.00	73704
661-895-930.000	REPAIR & MAINTENANCE	RONDA AUTO CENTERS	2016 SILVERADO #9	784.32	73705
661-895-930.000	REPAIR & MAINTENANCE	TRUCK & TRAILER SPECIALTI	EQUIP R & M STOCK	118.30	73712
661-895-930.000	REPAIR & MAINTENANCE	WINZER CORPORATION	EQUIP R & M	183.76	73713
		Total For Dept 895 FLEET		5,291.97	
		Total For Fund 661 EQUIPM		5,291.97	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	781.47	73668
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	1,720.42	73673
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	1,101.43	73668
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	1,030.08	73669
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	323.18	73659
		Total For Dept 000		4,956.58	
		Total For Fund 703 CURREN		4,956.58	

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User: LORI

DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL

EXP CHECK RUN DATES 11/13/2019 - 11/26/2019

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 6/6

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

Fund 101	GENERAL FUND	31,968.18
Fund 202	MAJOR STREET FUN	3,265.04
Fund 203	LOCAL STREET FUN	3,283.04
Fund 238	HISTORICAL DISTR	3,693.00
Fund 248	DOWNTOWN DEVELOP	5,497.85
Fund 249	BUILDING INSPECT	4,193.10
Fund 260	DESIGNATED CONTR	562.50
Fund 581	AIRPORT FUND	2,015.97
Fund 590	WASTEWATER FUND	37,228.53
Fund 591	WATER FUND	6,725.17
Fund 636	DATA PROCESSING	963.53
Fund 661	EQUIPMENT FUND	5,291.97
Fund 703	CURRENT TAX COLL	4,956.58

109,644.46



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: November 26, 2019
TO: Mayor DeVore and the Lowell City Council
FROM: Michael T. Burns, City Manager MB
RE: Suez Agreement

Our current agreement with Suez to manage our Wastewater Treatment facility is scheduled to expire on June 30, 2020. Suez has reached out to the City, to inquire if we would be interested in extending the current agreement for an additional five years.

The current agreement with Suez set the baseline monthly payment for services at \$35,925 per month and annually during the contract would be adjusted by a cost of living index to account for inflation. During the five years of the contract we saw the following increases:

2016: 1.01%
2017: 1.63%
2018: 2.87%
2019: 1.65%

The current amount in 2019 for Suez's services is \$38,490 per month. If we renewed the agreement, in Fiscal Year 2020, the price will remain as it is currently. The first cost of living adjustment wouldn't take place until Fiscal Year 2021. The increase for the next five years would be the cost of living adjustment.

The City has not bid this service since the plant was privatized in the 1980's. We have had consistency in personnel at the plant and I believe our staff from Suez do an excellent job for the City. If you were to bid this out, it would only be to see if there was a cost savings.

The issue with bidding is, Suez and other bidders could submit bids higher than it currently is. Additionally, we may receive a significantly lower bid, but we would have new personnel who may not be as equipped to manage the facility. I am not sure the cost will be significantly lower and with it might lower the quality of service if we change providers.

In my opinion, I would prefer to renew the agreement but this decision is ultimately the decision of the City Council. If it's not broke, don't fix it! If we bid this out, I would like to require they retain the current staff to the facility as I would not want the two assigned to our facility, to lose employment over our change. That said, if we go with a lower bid provider, we have no idea what employment conditions they are walking into.

If renewing the agreement is satisfactory to the City Council, I will make some revisions based on the legal opinion of our City Attorney to the attached amendment of our agreement along with Suez. Once those are finalized, I will present them to the Council for approval.

If you would like us to bid this service, the Public Works Director and I will begin the process of preparing the specifications. City Administration needs direction on how you would like to proceed.

**FIRST AMENDMENT TO THE AMENDED AND RESTATED OPERATION AND
MAINTENANCE AGREEMENT BY AND BETWEEN SUEZ WATER
ENVIRONMENTAL SERVICES INC. AND THE CITY OF LOWELL, MI**

This First Amendment to the Amended and Restated Operation and Maintenance Agreement for the Lowell wastewater treatment facilities, (the “**Agreement**”) is effective as of this ____ day of _____, 2019 by and between SUEZ Water Environmental Services Inc. (“**SUEZ**”; formerly named United Water Environmental Services Inc.), with a corporate address at 461 From Road, Suite 400, Paramus, NJ 07652 and the City of Lowell, MI (“**Client**” and, together with SUEZ, the “**Parties**”), with an address at 301 E. Main Street Lowell, MI 49331.

WITNESSETH:

WHEREAS, SUEZ and Client are parties to the Agreement, whereby SUEZ provides operation and maintenance services for the Client’s wastewater treatment facilities; and

WHEREAS, the Agreement has a five (5) year term of July 1, 2015 through June 30, 2020; and

WHEREAS, the Parties wish to extend the Agreement for an additional term of five (5) years and make additional changes to the terms of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Article II, Section 2.03 of the Agreement shall be amended to read as follows:

“SUEZ will provide and maintain at all times during the term of this Agreement the following insurance and limits for losses caused by SUEZ:

- (a) Workers Compensation Insurance in compliance with Michigan law and Employers’ Liability with a limit of ONE MILLION DOLLARS (\$1,000,000);
- (b) General Liability Insurance with a combined single limit of TWO MILLION DOLLARS (\$2,000,000), including the broad form property damage endorsement; and
- (c) Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000).

SUEZ will furnish the Client with Certificates of Insurance as evidence that policies providing the required coverages and limits are in full force and effect, and identifying the Client as an additional insured on the General Liability Insurance and Automobile Insurance. Such policies shall provide no less than thirty (30) days notice of cancellation, termination, or material alteration shall be sent directly to SUEZ and the Client.

Liability of SUEZ to Client shall be limited to the amount of compensation paid to the Base Rate paid to SUEZ during the previous twelve (12) months plus the proceeds of applicable insurance required to be maintained by SUEZ pursuant to this Agreement. The foregoing limitation of liability shall not apply to claims of indemnification from third parties.”

2. Article III, Section 3.02 of the Agreement shall be amended to read as follows:

“Client is responsible for providing all real, personal property, and general liability insurance on the wastewater structures and equipment, and shall include SUEZ as an additional insured. Client shall maintain in full force and effect automobile liability and collision coverage for Client owned, non-owned or hired vehicles. Client shall furnish SUEZ with Certificates of Insurance as evidence that such policies are in full force and effect. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or material alteration shall be sent directly to SUEZ and the Client. The policies shall include a waiver of subrogation in favor of SUEZ.”

3. Article V, Section 5.01 of the Agreement shall be amended to read as follows:

“This Agreement shall remain in full force and effect until June 30, 2025 unless earlier terminated per the terms of this Agreement.”

4. The terms of Article IV, Section 4.02 notwithstanding, there shall be no annual cost of living adjustment to the monthly compensation due to SUEZ under the Agreement in 2020. Subsequent cost of living adjustments shall be made as described in Section 4.02.
5. The terms of the Agreement remain in full effect, except as explicitly stated herein.
6. This First Amendment shall be governed by the laws of the State of Michigan.
7. This First Amendment may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date first written above.

SUEZ Water Environmental Services, Inc.

The City of Lowell, MI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

*Amended and Restated
Operation and Maintenance Agreement
for Wastewater Treatment Facilities*

The Amended and Restated Operation and Maintenance Agreement (the "Agreement"), dated as of March 31, 2015, between the City of Lowell, a Michigan municipal corporation, whose address is 301 E. Main Street, Lowell, MI 49331 (the "Client"), and United Water Environmental Services Inc., a Delaware Corporation, with offices at 300 Ottawa Avenue NW Suite 240, Grand Rapids, Michigan 49503 ("United Water"), pursuant to the Assignment and Assumption Agreement as of July 7, 2008, between United Water NACO LLC and Earth Tech, Inc., a California corporation, and thereafter assigned to United Water Environmental Services Inc.

RECITALS:

WHEREAS, the Client is the owner of wastewater treatment facilities as described in Exhibit A to this Agreement (the "Facilities"); and

WHEREAS, the Client desires to amend and restate its Agreement dated June 6, 2005, with Earth Tech, and thereafter assigned to United Water, to operate and maintain the Facilities on behalf of the Client, and United Water desires to accept such engagement; and

WHEREAS, the Client is authorized by law to amend and restate this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - STANDARD SERVICES

1.01 Operation and Maintenance. Commencing on July 1, 2015, (the "Effective Date"), United Water will provide all routine operation and maintenance of the Client's Facilities on a 7 day per week basis within the design capabilities of the Facilities as described in Exhibit A to this Agreement (the "Design Capabilities"). For purposes of this Agreement, routine operation and maintenance shall include all activities necessary to satisfy the requirements imposed on the Client by the Discharge Permit (the "Discharge Permit"). The existing Discharge Permit will control until the new Discharge Permit is finalized, at which time it will be incorporated into this Agreement in Exhibit B.

1.02 Reserved.

1.03 Expenses for Routine Services. United Water will assume responsibility for the cost of those routine and/or repetitive activities required or recommended by the Facilities Operation and Maintenance Manual, the equipment or Facilities' manufacturer, or United Water to operate the Facilities and to maximize the service life of the equipment, vehicles, and Facilities, including, but not limited to, the expense of United Water personnel, chemicals, utilities and expendable supplies. This expense is included in the monthly compensation for Standard Services as set forth in Section 4.01.

1.04 Expenses for Maintenance. United Water will assume responsibility for the expenses incurred in the preventive maintenance of the Facilities, including replacement parts, contracted services including labor component, materials, and supplies. These expenses attributable to normal wear and tear of the Facilities will be assumed by United Water up to a maximum of \$12,000 per year. This expense is included in the monthly compensation for Standard Services as set forth in Section 4.01. If the annual cost for maintenance is below this amount, United Water will return the savings to the Client. All costs of maintenance in excess of this maximum will be paid for by Client in the same manner as Non-Routine services.

1.05 Laboratory Services. United Water will assume complete operation and management of the Client's laboratory in accordance with the frequency and parameter requirements of the Discharge Permit. This expense is included in the monthly compensation for Standard Services as set forth in Section 4.01.

1.06 Staffing. United Water will provide employees of United Water, one of which shall be a properly certified Operations Manager, for the staffing of the Facilities. Backup services will be provided by United Water corporate personnel. In addition, United Water will be on call 24 hours per day, 7 days per week for emergencies. Except to the extent that employees of Client are supervised by United Water in the performance of this Agreement, United Water shall provide employees of United Water to provide all services required of United Water by this Agreement; and in such situation, United Water shall be deemed to be an independent contractor for purposes of applicable wage, fringe benefit, and worker compensation laws.

1.07 Liaisons. United Water shall communicate with the Client liaison, designated pursuant to Section 3.01 (h) of this Agreement, regarding decisions and other matters related to the operation of the Facilities. In addition, United Water shall advise the Client and serve as the Client's liaison to regulatory agencies and industrial users in matters related to the operation of the Facilities.

1.08 Regulatory Compliance. United Water will supervise all regulatory compliance and financial transactions, except for the enforcement of the Client's ordinances or regulations. Subject to the limitations of this Section 1.08 and the Design Capabilities, United Water shall operate the Facilities in compliance with current state and federal regulatory requirements and the Discharge Permit. United Water will pay all fines imposed on Client for process upsets, violation of discharge limits, and violation of the Discharge Permit, including all reasonable attorney fees and expenses for contesting any fine or penalty unless such process upsets or violations are attributable to:

- (a) User discharges to the Facilities in violation of Client ordinances;
- (b) Wastewater, including, but not limited to, contaminants such as soluble oils, heavy metals, excessive suspended solids, and excessive organic loadings which are not within the Design Capabilities of the Facilities or which cannot, within the Design Capabilities of the Facilities, be treated to the degree required by the Discharge Permit or other applicable state and federal regulations or laws, as amended from time to time; or
- (c) The malfunction or failure of equipment except to the extent due solely to the negligent acts, errors, or omissions of United Water.

United Water shall be given full authority to contest any alleged permit violations and the Client shall assist United Water in all such proceedings.

1.09 Reports and Records. United Water will prepare and co-sign all reports required by state and federal regulatory agencies, including the Discharge Permit, and will maintain other records deemed useful by United Water and Client to monitor and control the operation of the Facilities.

1.10 Technical Services. As part of the Standard Services as defined in Section 4.01, United Water shall provide such technical services as are required to identify, evaluate, and prepare preliminary recommendations for changes in the Facilities and operations as may be necessary to ensure the proper compliance, operation and maintenance of the Facilities.

ARTICLE II – RESPONSIBILITIES OF UNITED WATER

2.01 Non-Routine Services. Additional operation and maintenance, including the cost of labor, parts and subcontractors, not considered routine under this Agreement or required as a result of

flood, fire, Act of God or other force majeure, civil disturbance, or other event or circumstance beyond United Water's control (collectively, "Non-Routine Services"), are not included in the Standard Services as defined in Section 4.01. As requested by the Client in writing, United Water will assist the Client in obtaining or providing, or United Water will obtain and provide, the operation and maintenance so required, and United Water will be paid for such Non-Routine Services in accordance with Section 4.07 of this Agreement.

2.02 Performance of Duties and Obligations. United Water shall perform its services and duties under this Agreement in accordance with the standard of care and diligence normally provided by other professional firms providing similar contract services. United Water makes no other warranty, express or implied, with respect to any services performed hereunder. United Water shall not be liable for any claim, damage, cost, or expense (including attorney fees) caused by malfunction or failure of the Facilities or any component thereof or other liability or loss, except to the extent caused directly by the negligent acts, errors, or omissions of United Water. United Water shall, in no event, be liable for indirect, incidental, or consequential damages, including, but not limited to, loss of profits or revenue, whether such loss arises out of any error or agreement, or is based upon contract, negligence, or any other cause of action.

2.03 Insurance Coverages. United Water will provide and maintain at all times during the term of this Agreement the following minimum insurance coverages:

- (a) Workers Compensation Insurance in compliance with Michigan (the "State");
- (b) General Liability Insurance with a minimum combined single limit of TWO MILLION DOLLARS (\$2,000,000), including the broad form property damage endorsement; and
- (c) Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of ONE MILLION DOLLARS (\$1,000,000).

United Water will furnish the Client with Certificates of Insurance as evidence that policies providing the required coverages and limits are in full force and effect, and identifying the Client as an additional insured on the General Liability Insurance and Automobile Insurance. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or material alteration shall be sent directly to United Water and the Client.

2.04 Proprietary Rights. All facility records, data, software, and information, including, but not limited to, operation reports, laboratory data, and budgetary and financial information shall remain the property of the Client. All operating procedure guidelines, preventive maintenance programs, and plant evaluation reports shall, upon termination of this Agreement, remain the property of the Client.

2.05 United Water's Responsibility for Liability. United Water shall be responsible for liability, claims, demands, losses, damages, costs, or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss, including injury, death, or damages to any person or property, related in any way to the performance of this Agreement to the extent such liability, claims, demands, losses, damages, costs, or expenses are caused directly by the negligence of United Water. This provision shall survive the termination of this Agreement.

2.06 Additional Technical Services. United Water will provide additional technical services which are in addition to the services detailed in Section 1.10 ("Additional Technical Services"), as and when requested by the Client. United Water shall be compensated for such Additional Technical Services in the manner provided by Section 4.07 of this Agreement. A detailed scope of work and cost estimate for such Additional Technical Services will be provided to the Client by United Water, and written authorization to proceed from the Client shall be required by United Water before such services are initiated.

2.07 United Water Equipment. Any temporary or portable equipment which is provided by United Water during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of United Water upon termination of this Agreement. Any temporary or portable equipment which is purchased with maintenance funds pursuant to Section 1.04 shall remain the property of the Client. United Water shall not make any capital replacements of the Facilities or any component thereof without the prior written approval of the Client.

2.08 Environmental. Client and United Water understand and agree that neither this Agreement nor the performance hereof by United Water shall render United Water an "owner" or "operator" of the Facilities as those terms are used in the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., as amended, and the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq., or similar federal, state, or local environmental legislation and United Water's liability shall remain limited as defined in this Agreement. Client shall execute any manifests or forms required by law or regulation in connection with the transportation, storage or disposal of hazardous or contaminated materials resulting from the Standard Services or work at the Facilities.

ARTICLE III - RESPONSIBILITIES OF THE CLIENT

3.01 Basic Client Responsibilities. As part of this Agreement, Client agrees to perform all functions and retain all responsibilities and obligations related to the Facilities not expressly assumed herein by United Water, including, without limitation, the following:

- (a) Client shall promptly procure and continually maintain, in full force and effect, and in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents necessary to operate and maintain the Facilities received by or granted to Client as owner of all Facilities and component parts thereof;
- (b) Client shall be responsible for expenditures for all capital replacement, provided that United Water will provide justification and technical review of such expenditures;
- (c) Client shall enforce all Client ordinances, including those pertaining to user pretreatment standards and provide for the billing and collection of all user fees and rates pertaining to the Facilities;
- (d) Client shall, at all times, provide access to the Facilities for United Water, its agents, and employees;
- (e) Client shall provide United Water the use of all existing equipment owned by the Client necessary for the operation and maintenance of the Facilities;
- (f) Client shall be responsible for damage and liability to the Facilities or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, Acts of War, terrorism or misuse of property caused other than solely by the negligent acts of United Water;
- (g) Client shall be responsible for all fines and penalties imposed for process upsets, violation of discharge limits, and violation of the Discharge Permit attributable to the operation and maintenance of the Facilities together with related costs and expenses, to the extent not assumed by United Water on the terms set forth in Section 1.08 of this Agreement;
- (h) Client shall designate an individual to act as liaison with United Water in connection with the performance of services by United Water under this Agreement;

- (i) Client shall be responsible to the extent legally required by statutory law or otherwise for all claims, damages and liability resulting from the back up of wastewater in the collection system except as caused solely by the negligence of United Water; and
- (j) Client shall be responsible for maintenance and repair, or causing to be maintained and repaired, Client owned sewers, cleanouts, outfalls, and other appurtenances not constituting the Facilities.

3.02 Client Insurance Coverages. Client shall maintain, in full force and effect policies of property and general liability insurance pertaining to the Facilities. Client shall furnish United Water with Certificates of Insurance as evidence that such policies are in full force and effect. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or material alteration shall be sent directly to United Water and the Client.

3.03 Client's Responsibility for Liability. To the extent allowed by statutory or other law, Client shall be responsible for liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) related in any way to the performance of this Agreement or the operation of the Facilities to the extent such liability, claims, demands, losses, damages, costs, or expenses arise out of a finding of Client's negligence or negligence of Client's elected and appointed officials and employees. This provision shall survive the termination of this Agreement.

3.04 Hazardous Materials. Client acknowledges that except as specifically stated in this Agreement, United Water has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site.

ARTICLE IV - COMPENSATION

4.01 Standard Services. As compensation for all Standard Services rendered by United Water hereunder (the "Standard Services"), the Client shall pay United Water on a monthly basis during the first 12 months of this Agreement, commencing with the Effective Date, the sum of Thirty-Five Thousand Nine Hundred and Twenty-Five Dollars (\$35,925) per month for Standard Services (the "Base Rate") subject to adjustment pursuant to this Article IV. Thereafter, Client shall pay United Water the Base Rate each month, adjusted for Cost of Living per Article 4.02 and other adjustments as applicable pursuant to this Article IV.

4.02 Cost of Living. The monthly compensation for Standard Services provided in Section 4.01 of this Agreement shall be reviewed annually on or before the anniversary of the Effective Date and will be adjusted by a cost of living index to account for inflation. The cost of living index shall be the Consumer Price Index, All Urban Consumers, 12-Month Percent Change, Not Seasonally Adjusted (CPI Series ID CUUR0000SA0 or its successor index as may be mutually agreed upon by the parties) as published by the US Bureau of Labor Statistics. The Standard Services compensation shall be adjusted by the previous year's annual 12-month percentage change, and this adjustment shall occur annually as of the anniversary of the Effective Date.

4.03 Electricity and Heating Fuel Adjustment. The monthly compensation for Standard Services may be adjusted at any time by a mutually acceptable amount to compensate for any published rate increases or decreases in electrical cost and/or heating fuel cost that occur during any Agreement year.

4.04 Changes in Flows/Loadings. The monthly compensation for Standard Services may be adjusted at any time by a mutually acceptable amount for changes in costs incurred by United Water to account for increases/decreases in flows and/or loadings.

4.05 Changes in Law. Additional costs of operation and maintenance including the cost of labor, parts and subcontractors required in the event of any change in operation, maintenance, reporting requirements, analytical requirements, the level of treatment required, solids disposal and/or transportation fees, personnel requirements or qualifications required by any governmental agency having jurisdiction to order such change, will be considered a Change in Law change and compensation shall be equitably adjusted as agreed upon by the parties.

4.06 Prevailing Wages: Client and United Water have concluded that the work to be done under this contract is not subject to the prevailing wage laws of the State, if any. If it should subsequently be determined otherwise, the Client shall reimburse United Water any back charges, interest and penalties associated with such a determination; and such determination or finding would constitute a Change in Law and cause for an equitable adjustment in the contract terms and price.

4.07 Non-Routine Services. Costs for Non-Routine Services provided by United Water pursuant to Section 2.01 shall be paid by Client to United Water separately on a time and expense basis, including overtime. Materials and subcontractors will be invoiced to Client by United Water at cost, plus 10% on the actual cost of materials to reimburse United Water for administrative expenses. For United Water labor not regularly assigned to these Facilities the Client shall pay United Water actual wages plus benefits at 35% plus 20% for overhead and administration. There will be no additional charge for United Water labor regularly assigned to these Facilities performing Non-Routine services during the course of their normal working shift however, if such employee performs services on an overtime basis, Client shall pay United Water actual wages plus 50% for overtime plus benefits at 35% plus 20% for overhead and administration.

4.08 Additional Technical Services. Costs for Additional Technical Services requested by Client pursuant to Section 2.06 of this Agreement shall be paid by Client to United Water in accordance with the terms and conditions set forth in the cost estimate provided to Client pursuant to Section 2.06 of this Agreement.

4.09 Late Payments. Any payments not received by United Water within thirty (30) days from the date of the invoice shall carry interest at the rate of one (1%) per month on the unpaid balance.

ARTICLE V - TERM OF AGREEMENT

5.01 Term. This Agreement shall remain in full force and effect for five (5) years from the Effective Date.

5.02 Extensions. The term of this Agreement may be extended as mutually agreed upon in writing by the Client and United Water.

ARTICLE VI - TERMINATION

6.01 Termination by Client. This Agreement may be terminated upon sixty (60) days written notice given by Client to United Water for default by United Water. In the event of a default by United Water, this Agreement shall not be terminated if United Water cures the default within such sixty (60) day period.

6.02 Termination by United Water. This Agreement may be terminated upon sixty (60) days written notice given by United Water to Client for default by Client. In the event of a default by Client, this Agreement shall not be terminated if Client cures the default within such sixty (60) day period.

6.03 Termination Without Cause. This Agreement may be terminated by either United Water or the Client for any reason by giving one hundred and eighty (180) days written notice to the other party or such shorter time as may be mutually agreed upon by the parties.

ARTICLE VII - MISCELLANEOUS

7.01 Assignment. This Agreement may not be assigned by either party hereto except with the written consent of the other party, which consent shall not be unreasonably withheld; provided that United Water may assign this Agreement: a) to a parent, subsidiary, related or affiliated corporation so long as such corporation assumes United Water's obligations hereunder; or b) in connection with a merger or consolidation involving United Water or a sale of substantially all its assets to the surviving corporation or purchaser as the case may be, so long as such assignee assumes United Water's obligations there under. United Water shall provide Client with notification of assignment and a copy of such assignment on a timely basis.

7.02 Entire Agreement. This Agreement represents the entire agreement of the parties and may only be modified or amended in writing signed by both parties.

Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to United Water, Attention: Legal Department, 200 Old Hook Road, Harrington Park, NJ 07640, to Client, Attention: City Manager at the address set forth for each in the opening paragraph of this Agreement.

7.04 Claims and Rights. No waiver, discharge, or renunciation of any claim or right of United Water arising out of breach of this Agreement by Client shall be effective unless in writing signed by United Water and supported by separate consideration.

7.05 Captions. The captions or headings of the various Articles and Sections of the Agreement are for convenience only and they shall be ignored in interpreting this Agreement.

7.06 Governing Law. This Agreement shall be deemed to have been made in Kent County and shall be governed by, and construed in accordance with, the laws of the State.

7.07 Third Party Liability. Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and United Water.

7.08 Reserved.

7.09 Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement. Client warrants, represents, and certifies that it has appropriate funds available for payments to United Water required by this Agreement. If Client is unable to provide appropriate funds, United Water shall have the option of terminating this Agreement in accordance with Section 6.02.

7.10 Modifications. This Agreement may not be modified or amended except in a writing, signed by both parties and which expressly states that it is intended to modify or amend this Agreement.

IN WITNESS WHEREOF, United Water, by its duly authorized Officer, and the Client, by its duly authorized Council, have executed this Agreement as of the date and year first above written.

CLIENT:
City of Lowell, Michigan

By: 
James Hodges, Mayor

Attest: 
Betty R. Morlock, City Clerk

UNITED WATER:
United Water Environmental Services Inc.

By: 
Nadine Leslie, President

Exhibit A – Facilities
Exhibit B – Discharge Permit

EXHIBIT A
Facilities

The Facilities include the wastewater plant, located at 300 Bowes Road in the City of Lowell. Also included are three lift stations within the City of Lowell.

The collection system mains and related structures are not part of this Agreement or part of United Water's responsibility.

EXHIBIT B
Discharge Permit

The existing Discharge Permit will control until the new Discharge Permit is finalized, at which time it will be incorporated into this Agreement in Exhibit B.

Memorandum



DATE: November 25, 2019

TO: Michael Burns, City Manager

FROM: Daniel Czarnecki, Public Works Director

PUBLIC WORKS

RE: Well #4 Pump Overhaul and Cleaning

Well # 4 is due for an overhaul of its pump and a cleaning of the well. This well was put into service February 1990. In the past 19 years the pump has seen routine maintenance performed (lubrication, adjustments, etc.) and continues to run strong. The well capacity has not seen a significant change over the years which is a good sign the well has been located in a good location within the aquifer. However, the time has come to inspect and maintain the equipment so it can continue to provide an uninterrupted supply of the best tasting water in Michigan to the citizens of Lowell.

The project consists of pulling the pump and inspected, with replacement of bearings, couplings and shafts. The motor will be disassembled and cleaned, bearings replaced, the motor balanced, and the unit tested. The well will be video inspected and the necessary cleaning performed. The cleaning type (physical, ultrasonic, or chemical) will depend on the video inspection and condition of existing well components. Once all three components of the work are completed the pump will be reinstalled and tested, the well will be chlorinated, and once all testing is passed the well can be put back into service.

Funds have been budgeted in the current fiscal year to have this work performed. It should be noted this work does not include and repair/replacement of impellers, bowls, column, etc. Any additional work will need further approvals.

This well cleaning and pump overhaul will be the last on original equipment. In 2008 Well #2 was cleaned and the pump overhauled. This work was completed on Well #3 in 2011, and on Well #1 2016.

Two quotes were received for the work.

Northern Pump & Well, Lansing	\$18,980.15
Peerless Midwest, Inc., Ionia	\$19,894.92

It should be noted the quote from Northern does not include cleaning of the well.

It is our recommendation: **That the Lowell City Council approve the quote from Peerless Midwest, Inc. Ionia, for the Well #4 pump overhaul and well cleaning (Quote #RWM 2019-1011 dated 10/11/19) at a total cost of \$19,894.92.**



QUOTATION

City of Lowell
Water Department
Attn: Brian VanVeelen

QUOTE # RWM 2019-1011

DATE October 11, 2019

REFERENCE Well 4 Pump Overhaul and Cleaning

Pull pump and inspect	\$1,640.00
Clean well conventionally	\$6,000.00
T.V. Log Well	\$900.00
Complete pump overhaul, new bowl bearings, new rubber lineshaft bearings, new shaft sleeves, new shaft couplings, new bowl shaft, new head and motor shaft, new packing box bearing.	\$6,717.42
Complete overhaul of 60 HP motor, surge and bench test windings, disassemble, check all machine fits, insulate and bake windings, replace upper bearing, replace lower bearing, dynamic balance, replace sight glass, re-tape leads, assemble, test, paint, fill with new oil, provide and install new set of polaris connectors at motor junction box.	\$2,587.50
Set pump, chlorinate well, startup and test, collect 1st bacteria sample with 3 man crew, 20 ton pump crane and support truck with tools.	\$2,050.00
New impellers, bowls, column or lineshaft are not included and can be quoted upon inspection of the pump.	
Total:	\$19,894.92

ACCEPTED BY _____
TITLE _____
DATE _____

PEERLESS-MIDWEST, INC.

A handwritten signature in blue ink that reads "Bob Masters".
Bob Masters, Project Manager



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: November 26, 2019

TO: Mayor DeVore and the Lowell City Council

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

RE: Employee Handbook

When I arrived in 2016, one of the first things I did was review our current employee handbook. It was apparent to me the handbook was not sufficient for a municipal operation and needed to be upgraded significantly. This is one of those tasks I have been working on for a very long time. However, due to other items always surfacing which I must focus my attention towards, the revising of the handbook has been something that has taken much longer than I expected.

I worked with Anna Lindhurst, from Lowell Light and Power as she helped me update our handbook and mirror it to Lowell Light and Power's policies and procedures as much as I could. I also had a labor attorney from Fahey, Schultz, Burzych & Rhodes review this to make sure it was legally applicable.

Our previous policy was 12 pages and very open to interpretation in my opinion. Our revised handbook is now 40 pages, very thorough and meets federal and state legal requirements. Policies can be revised or added depending on the need. The upgraded policy includes guidelines for anti-harassment, work place violence, social media and many other items of necessity not in the current handbook.

I must clarify in situations where there is conflicting language between an employee's employment agreement and the handbook, we will defer to language in the employee's labor agreement to resolve the conflict. For example, the stand-by pay language in the handbook differs in one of our labor agreements compared to the handbook. In those instances with those employees, we will defer to their labor agreement.

City Council must approve this handbook before it can be implemented.

I recommend the Lowell City Council approve the revised Employee Handbook as presented.



MISSION STATEMENT

"We strive to provide a positive work environment with competitive wages, personal respect and opportunity for professional growth".

INTRODUCTION

The City of Lowell consists of 5 Council members elected to serve by the citizens of the City through elections held every odd numbered year. Council member terms are four (4) years. The Council members collectively elect a Mayor. The Council's most important role is its Charter, written policies, policy-based decisions, and the appointment of the City Manager.

The City of Lowell is responsible for the administration and operation of City facilities and services. The City's ability to perform these functions and provide these services is directly related to the efficiency of the employees working for the City. An important factor in attracting and keeping efficient and fully trained employees is the establishment of current and uniform employee policies and procedures.

The City Manager is responsible for the implementation of these policies and procedures and the overall coordination of all employee matters. The contents of the Employee Handbook apply to all individuals employed by the City of Lowell.

The City remains free to unilaterally change, suspend or modify any or all of the working conditions described in the handbook without giving cause or justification to employees. In the event any policy conflicts with the Working Agreement, the Working Agreement prevails for bargaining unit employees.

All employees are responsible for knowing, understanding and following the policies and procedures within the handbook. Employees are invited and encouraged to address questions to their supervisor, or the City Manager at any time.

The Council accordingly adopted the policies and procedures in this Employee Handbook.

City Manager

Date

Policy 1

General Procedures

Section 1.0 Employer Expectations

Within this Employee Handbook are the fundamental elements of the City of Lowell's operating principles. This handbook is provided for guidance only and is not a contract; policies and procedures may be changed at any time.

You, as an employee, are valued, trusted and depended upon by your supervisor, co-workers, customers and the public. It is your willingness to work safe, learn, teach, cooperate and communicate what the City relies on to meet its obligations to its customers and the public.

All employment not covered by a working agreement is "at-will". This means the employee may resign at any time for any reason or no reason, and the City may terminate the employee for any reason or no reason.

It is important that all employees know and understand what is expected of them in order to meet the standards of quality and efficiency required to represent the City.

Thank you for being honest, respectful, dependable, safe, loyal, punctual and flexible. These are a few of the qualities and expectations the City needs and relies on from its employees.

Whenever a provision in this Employee Handbook is in conflict with a provision of any effective labor agreement, the labor agreement shall be followed for the respective bargaining unit.

Section 1.1 Applicability

This Handbook and the policies, procedures and benefits described or referred to are applicable to all persons employed by the City. It is not intended to create any third-party rights. If the terms of a policy, procedure or benefit vary according to an employee's classification, the terms that apply to that classification will be specifically described.

Section 1.2 Proprietary Information/Confidentiality

All employees are responsible for protecting the City's confidential and sensitive information, which includes anything that could potentially be used to place the City or its employees, customers or Council members at a disadvantage.

Specific examples of confidential information include:

- Plans, strategies, tactics or organizational structure not announced to the public.

- Financial data or operations results not announced to the public.
- Employees' personal information, including addresses, phone numbers, performance evaluations, Social Security numbers, personal health information and disciplinary records.
- Customer records such as billing information, credit status and other personal information available to employees.

An employee should presume information is confidential unless demonstrated otherwise and hold that information in confidence. Examples of some exceptions: if the communication of information is consistent with your normal job duties or you are authorized to disclose it by your supervisor, the City Manager or member of the Council.

Section 1.3 Outside Employment

No employee may work at other employment which would lead to a conflict of interest or impair performance as an employee of the City. Written permission from the City Manager or his/her designate must be obtained before any outside work or employment is undertaken. No employee may utilize City facilities to conduct supplemental outside employment. If the City Manager determines that the outside employment would violate this policy, or if after outside employment has been approved, the City Manager determines the outside employment violated this policy, the employee must resign either the outside employment or their position with the City. Additionally, if the requirements and/or conditions of the supplemental employment change, the employee must promptly advise his/her supervisor and re-apply for approval with the new requirements and/or conditions.

Section 1.4 Dress Code

Work attire should complement an environment that reflects an efficient, orderly and professionally operated organization. The City's appropriate causal business attire program also requires the use of common sense and good judgment.

Where uniforms are required, employees may not deviate except under the express approval of the department head. Uniform replacements resulting from negligent loss or misuse may be at the employee's expense and subject to disciplinary action.

If you question the appropriateness of the attire, it probably isn't appropriate.

Supervisors are responsible for monitoring and enforcing this policy. It will be administered according to the following steps:

1. If questionable attire is worn in the office, the supervisor will hold a private meeting with the employee to discuss and counsel the employee regarding the possible inappropriateness of the attire.
2. If an obvious policy violation occurs, the supervisor will hold a private discussion with the employee and ask the employee to go home and change his/her attire immediately. The first time the employee is sent home will be compensated.

3. Repeated policy violations may result in disciplinary action, up to and including discharge.

Section 1.5 Personnel Files

Employee personnel files are maintained in a locked file cabinet. Access is limited to City employees with a legitimate need for such information in the performance of their job. You are required to advise your supervisor of any changes of name, current address, phone number, marital status, dependents and emergency contact information; signed and dated in writing. Employee individual personnel information will not be released to outside parties without a signed authorization provided by the employee to his/her supervisor or the City Manager. You may review the contents of your personnel file upon request to the City Manager up to two (2) times within twelve (12) months. Your review must be accompanied by your supervisor or the City Manager. No contents may be removed or copied without the consent and knowledge of the City Manager.

Employee personnel files will only contain information pertaining to the employee's relationship with his/ her employer.

Section 1.6 Social Security Number Privacy Policy

The City's goal is to ensure, to the largest extent possible, that employees' social security numbers are maintained confidentially. Employees' social security numbers will not be released to anyone, except as required by law. Employees' social security numbers will be made available internally on a "need-to-know" basis.

More than four sequential digits of a social security number will not be included on any external correspondence, except as required by law, nor will it be publicly displayed in any manner. Social security numbers are not to be used as passwords or identifiers for any City computer system. The social security number will not be used in the ordinary course of business except as the City may determine that it is necessary to verify an individual's identity or to administer employee benefits, such as health insurance. Any documents that include social security numbers that are discarded are to be shredded.

Any violation of this policy will result in discipline up to and including termination of employment.

Policy 2

Employment Laws and Policies

Section 2.0 Drug Free Workplace/Fitness for Duty

In accordance with state and federal laws and regulations, including the Drug-Free Workplace Act of 1988, it is the City's intent and obligation to provide a drug-free, healthful, safe and secure work environment. Employees must, as a condition of employment, abide by the terms of these policies and report any conviction under criminal drug statutes for violations occurring on City premises or while conducting City business. The City recognizes drug and alcohol dependency as an illness and a major health problem. It also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use available community resources and City health insurance plans as appropriate before violating this policy.

1. No employee will possess, distribute, use or be impaired by illegal prohibited drugs on City property; while on City business; in City vehicles; or during working hours, including rest and meal periods. The use of medical marijuana is prohibited in the workplace.

2. No employee will possess, distribute, use or be impaired by alcohol while on City property, while on City business or while in City vehicles, or during working hours, including rest and meal periods.

3. No employee shall be impaired by legal prohibited drugs or substances, nor shall any employee have in their bodily system illegal prohibited drugs or substances while on City property; while on City business; while on job sites or in City vehicles; or during working hours, including rest and meal periods.

"Illegal prohibited drugs" are substances that are illegal to sell or possess or that are used contrary to direction or prescription; "legal prohibited drugs or substances" are any prescription or non-prescription drugs or substances that may adversely affect working ability. An employee who is taking a legal prohibited drug or substance must notify his or her supervisor if its use is expected to adversely affect the employee's performance of the essential functions of the employee's job. Employees have a duty to know if any of the legal prescription or non-prescription drugs or substances they are taking may adversely affect working ability. At the option of the department head, an employee may be reassigned to less hazardous duty or be placed on sick leave if impaired work performance might pose a threat to the public confidence or to the safety of the employee or others.

Employees convicted under a criminal drug statute for violations occurring on the City's premises or while conducting City business or in City vehicles shall report it in writing to their supervisor within five (5) days of the conviction. Supervisors receiving a report of conviction from an employee shall notify the City Manager at once.

The City reserves the right to require any employee to submit to blood and/or urinalysis or other appropriate examination for the purpose of detecting the employee's use of unauthorized prescription drugs, illegal drugs, controlled substances, marijuana and/or alcohol.

If, based on reasonable suspicion, any employee is believed to pose an immediate safety risk to anyone, including themselves, the supervisor is to remove the employee of all work responsibilities. The supervisor will escort the employee to an approved facility to perform the test and make arrangements to take the employee home. If the test results are not immediately available the employee will be relieved of all work duties and provided with the option of using vacation time or unpaid absence until the test results are received.

The City Manager will notify the supervisor and/or the department head when the test results are received. Negative test results will allow the employee to return to regular duty at the beginning of the next work day. Any loss of pay or vacation time shall be restored with regular straight-time pay. Positive test results require a determination by the City Manager regarding the action to be taken which may result in immediate termination of employment. If the employee refuses to cooperate with a testing request, the employee will be suspended immediately, without pay, pending a review of the incident.

Immediate suspension means the employee must leave the workplace (office or job site); however, the employee must not be allowed to drive, including his/her own personal vehicle. Necessary arrangements for transportation home will be made by the supervisor.

Searches: The City reserves the right to search an employee, an employee's work area and an employee's vehicle on City property if the City has a reasonable suspicion that the "no alcohol or prohibited drugs or prohibited substances" rule may have been violated.

A violation of this policy or a failure to cooperate in enforcement of this policy will result in disciplinary action up to and including discharge from employment and could also be referred for prosecution, as appropriate.

Section 2.1 Equal Employment Opportunity

The City does not, and will not discriminate for or against any employee or applicant for employment or promotion because of age, sex, race, religion, creed, color, national origin, ancestry, height, weight, marital status, sexual orientation, disability or covered veteran status or other basis protected by applicable law. This policy applies to all aspects of employment on the job, and applies to benefits to the extent required by law.

No employee or applicant will be coerced, intimidated, interfered with or discriminated against for filing a complaint or assisting in an investigation for the corresponding federal and state laws.

Section 2.2 Immigration Law Compliance

The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Section 2.3 Americans with Disabilities Act (ADA)

The City will not discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

Section 2.4 Anti-Harassment Policy Statement

Under no circumstances will the City condone or tolerate harassment or discrimination based on race, color, religion, national origin, sex, pregnancy, age, disability, height, weight, veteran status, marital status or any other characteristic protected by applicable law.

Harassment is any unwelcome or unsolicited verbal or physical conduct that unreasonably interferes with an employee's job performance or creates a hostile, offensive, or abusive working environment. Examples of harassment include, but are not limited to, disparaging remarks; unwelcome or unsolicited touching; threats of physical harm; and the use of degrading words, nicknames, pictures, cartoons, stories or jokes.

Harassment and discrimination prohibited by this policy must be distinguished from conduct or communication that, even though unpleasant or disconcerting, is not inappropriate in the context of carrying out instructional, advisory, counseling or supervisory responsibilities.

Definition. Harassment prohibited by this policy is defined as unwelcome verbal or physical conduct or communication based on a characteristic protected by applicable law when:

1. Submission to the conduct or communication is made either an explicit or implicit term or condition of employment;
2. Submission to or rejection of the conduct or communication by an employee is used as a basis for an employment decision affecting that individual; or
3. The conduct or communication has the purpose or effect of unreasonably interfering with an individual's employment or creating an intimidating, hostile or offensive work environment.

Such offensive contact or harassment is prohibited whether it is conducted directly or indirectly, via telephone or other electronic communication, through the mails or other written communication, or in person.

Reporting a Violation. If an employee believes that a violation of this policy has occurred, the employee has an obligation to immediately report the alleged violation immediately, preferably within 48 hours, to the Department Director, or City Manager. While there is no requirement that the incident be reported in writing, a written report that details the nature of the

harassment, dates, times and other persons present when the harassment occurred will enable the City to take effective, timely and constructive action.

The City takes all reports of a violation of this policy seriously and will investigate promptly. Therefore, employees are expected to bring violations to the City's attention in good faith. Good faith means that the employee has a sincerely held belief, even if erroneous, that the policy has been violated.

Investigation and Resolution. There will be a prompt investigation of any harassment claims. An investigation may include interviews of possible witnesses including the person claiming the harassment occurred, and the person or persons claimed to be involved in, or witnessing, the harassment. The investigation will be conducted as confidentially and objectively as possible. Employees are expected to cooperate fully with any investigation.

After the investigation has been completed, a determination will be made regarding the appropriate resolution of the matter. The determination will be reported to the employee who allegedly was subjected to the harassment. If unlawful harassment is found to have occurred, the City will take immediate remedial action, such as the imposition of discipline, up to and including discharge. If misconduct or other inappropriate behavior occurred, responsive action will be at the City's discretion, which may include, but is not limited to, discipline or change of status, such as job transfer, reassignment, pay reduction or other action.

No Retaliation. The City forbids retaliation or reprisals against anyone who has reported harassment, or has participated in any investigation as a witness or otherwise. Retaliation is a serious violation of this policy and subject to investigation and the corrective measures described in this policy. Retaliation must be immediately reported to the Department Director or City Manager.

Section 2.5 Violence in the Workplace

The City will not tolerate threats or acts of violence committed by or against employees. For purposes of this work rule, the following definitions shall apply:

Act of violence means any intentional, reckless, or grossly negligent act that would reasonably be expected to cause physical injury or death to another person.

Threat of violence means any intentional communication or other act that threatens an act of violence and would cause a reasonable person to feel terrorized, threatened, or fear physical injury or death to oneself or another person. Any threat of violence, whether verbal, written, visual or by gesture, will be presumed to be an expression of intent to do harm to another person.

Workplace means an office or building owned or leased by the City, customer's property or service territory in which employees are assigned to work. It includes any City common grounds or parking area used by employees assigned to or working in the office or building.

Explosive means any bomb, grenade, missile, or other dangerous device designed to expand suddenly and release internal energy resulting in an explosion.

Firearm means a weapon from which a dangerous projectile may be expelled by an explosive, gas, or air.

Act or Threat of Violence

An act of violence or a threat of violence that is work-related or occurs in the workplace is strictly prohibited. Any employee who is subjected to or is aware that another employee is being subjected to an act of workplace or work-related violence or a threat of imminent violence shall immediately take appropriate measures to ensure his or her personal safety. The employee shall then promptly report the incident to appropriate law enforcement personnel and his/her own supervisor. The supervisor shall immediately notify the City Manager of the incident.

Non-imminent acts or threats of violence shall be reported to the employee's supervisor or any available manager. If the employee's supervisor is the individual engaging in violence or making a violent threat, the employee shall report the incident to another supervisor or any available manager.

All reports of an act of violence or a threat of workplace or work-related violence will be investigated and appropriately addressed.

If a supervisor or City Manager receives information regarding an alleged act of violence, receives a threat of violence, or has a reasonable suspicion that an employee may have transported a firearm or explosive on City property without authorization, the supervisor, City Manager or other appropriate authority may conduct a search of desks, lockers, and any other storage space located on City property as part of the effort to investigate and appropriately address the situation.

Reporting

Employees are obligated to report to management if any of the following circumstances occur:

- The employee is subjected to workplace or work-related violence by a supervisor, manager, co-worker, or other person.
- The employee witnesses a supervisor, manager, co-worker, or other person in the workplace engaging in workplace or work-related violence involving another person.
- The employee receives a protective or restraining order, which lists City-owned or leased premises as a protected area. (A copy of such order shall be provided to the City's management.)

A supervisor or manager who witnesses, or is made aware of by one who witnesses, a subordinate employee engaging in workplace or work-related violence, threatening behavior, or

making threats of violence or has unauthorized possession of a firearm or explosive is obligated to report the behavior to the appointing authority and to take prompt and appropriate remedial action.

Any violation of this work rule may result in discipline, up to and including termination of employment.

Section 2.6 Weapons

Weapons, licensed or unlicensed, are prohibited on City property; even in personal vehicles. Examples include: firearms, knives, explosives, ammunition, pellet guns, paintball guns, tasers, bows, arrows and swords.

Violations may subject employees to discipline up to and including termination of employment.

Section 2.7 Use of Internet, E-Mail, Computer and Communication Systems Usage

The use of the City's Electronic Communications Systems, including computer systems, fax machines, and all forms of e-mail and Internet access, are provided for conducting City business. Limited personal use of the electronic communication system, e-mail system or the Internet is acceptable as long as it is not inappropriate and occurs during personal time (such as lunch or other breaks), and does not result in expense to the City.

Use of the City's computers, electronic communications networks, and Internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

- Participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate City business;
- Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms except as allowed on personal time;
- Soliciting or selling products or services that are unrelated to the City's business; distract, intimidate or harass coworkers or third parties; or disrupt the workplace
- Misrepresenting oneself or City;
- Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way;
- Engaging in unlawful or malicious activities;
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designated to disrupt, disable, impair, or otherwise harm either the City's networks or systems or those of any other individual or entity;
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
- Sending, receiving, or accessing pornographic materials;

- Becoming involved in partisan politics that could be misconstrued as representing the viewpoint of City;
- Causing congestion, disruption, disablement, alteration or impairment of the City's networks or systems
- Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging other than as allowed on personal time;
- Failing to log off and secure, controlled-access computer and other form of electronic data system to which you are assigned, if you leave such computer or system unattended;
- Accessing any gambling web site; and/or
- Defeating or attempting to defeat security restrictions on City systems and applications.

Using City's computer systems to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material is strictly prohibited. "Material" is defined as any visual, textual, or auditory entity. Such material violates the City's anti-harassment policies and is subject to disciplinary action.

Use of City's resources for illegal activity may lead to disciplinary action, up to and including discharge and criminal prosecution. The City will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities, e-mail use, and/or computer use.

City owns the rights to all data and files in any computer and network system used in the City. The City also reserves the right to monitor electronic mail messages (including personal/private instant messaging systems) and their content, as well as any and all use of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using the City's equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by management at all times. The City has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with policy and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or City Manager.

City has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use, or distribute copies of such software that are not in compliance with the license agreements for the software. Violation of this policy may lead to disciplinary action, up to and including discharge.

Electronic Mail Tampering

Electronic mail messages received should not be altered without the sender's permission; nor should electronic mail be altered and forwarded to another user and/or unauthorized attachments be placed on another's electronic mail message.

Internet Browser(s)

Employees are individually liable for any and all damages incurred as a result of violating City's security policy, copyright and licensing agreements.

Section 2.8 Social Media

This policy provides guidance for employee use of social media, which should be understood broadly for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a simultaneous manner.

Procedures:

1. The following principles apply to professional use of social media on behalf of the City of Lowell as well as personal use of social media when referencing the City.
2. Employees should be aware of the effect their actions may have on their images, as well as the City's. The information that employees post or publish may be public information for a long time.
3. Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
4. Employees are not to publish, post or release any City business information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the City Manager and/or their supervisor.
5. Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized City spokespersons.
6. If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and if the situation occurs while using work-related social media, seek the advice of a supervisor.
7. Employees should get appropriate permission before you refer to or post images of current or former employees, Council members, vendors or suppliers taken at the workplace in non-public areas or internal meetings. Additionally, employees should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.

8. Social media use shouldn't interfere with employee's responsibilities at the City. When using City computer systems, use of social media for business purposes is allowed (ex: Facebook, Twitter, City's blogs and LinkedIn), but personal use of social media networks or personal blogging of online content is prohibited, except on a break or lunch, and personal use at a prohibited time may result in disciplinary action.
9. Subject to applicable law, after-hours online activity that violates the City's Employee Handbook or any other City policy may subject an employee to disciplinary action up to and including termination.
10. If employees publish content after-hours that involves work or subjects associated with the City, a disclaimer should be used, such as this: "The postings on this site are my own and may not represent the City's positions, strategies or opinions."
11. It is required employees keep the City's related social media accounts separate from personal accounts, if practical.

Section 2.9 **Removal of City Assets**

No City asset, vehicle, tool or piece of equipment (collectively referred to as "belongings" for the purpose of this Section) may be removed from or used on City property for personal use with the exception of utilizing City belongings on City property that pose no financial and/or safety risk and/or liability at the discretion of management. And on the contrary, no personal belonging(s) may be used in the process of performing work for the City during the course of completing a job assignment, except if certain conditions, described later in this Section, are met. This includes all motorized, electronic, mechanical and hand operated items.

All belongings, City issued or personal, used in the process of doing work for the City during the course of completing a job assignment must meet all City safety standards.

Should an occasion arise when a personal belonging is required for completing a job assignment, e.g.; travel to classes and off-site meetings or any job-related activity in which a City belonging is unavailable or does not exist, with the written permission of the employee, the City may choose to utilize the employee's personal belonging(s) upon determination of proper and adequate insurance coverage(s) and compliance with all City safety standards. The City will not be responsible for any damage that may occur to the employee's belonging(s) while being used during a job assignment. The employee will be required to sign a waiver form prior to using any personal belonging acknowledging this condition. When an employee's belonging is used for a job assignment, the employee will be reimbursed at the proper IRS or State of Michigan rate in accordance with applicable rule.

Section 2.10 **Cell Phone Policy**

The City provides various communication devices to its employees. Personal use of a City owned cell phone by an employee is considered a taxable fringe benefit to the employee.

This policy applies to all employees using cell phones provided and funded by the City. A City owned cell phone is one that was purchased by the City or authorized representative with City funds. A personal call is one not related to City business or service to the public.

The primary responsibility for complying with this policy lies with the City Manager. The City Manager or designated representative will identify each departmental cell phone needs, determine the best combination of cell phone and service plan for the department and implement an interdepartmental review procedure to ensure that phones are used for their intended purpose and that the billings are accurate. The City Manager or designated representative will ensure that all City owned equipment is recovered in the event that an employee is terminated, leaves the employ of the City or a service plan is terminated.

Policy Outline

- a. City owned cell phones are intended for conducting the business of the City.
- b. The City will require employees to reimburse the City for extra billing charges.
- c. Employees will reimburse the City for personal calls that result in long distance, roaming or other charges over and above the plan rate.
- d. The City Manager or a designated representative will review cell phone bills to ensure compliance with this policy.

Discretion in personal use must still be used during work hours and excessive personal use by employees during work hours may be subject to termination of City cell phone use and/or disciplinary action.

Section 2.11 Employment of Relatives

Employment of relatives of the City Manager or Council members will require approval of the City Council. All other employment of relatives of employees shall be at the discretion of the City Manager, with this information being shared with the Council. Any cases which the City Manager deems appropriate may be submitted to the Council for approval.

Section 2.12 No Smoking Policy

No smoking will be allowed on the premises or property of the City. This prohibition includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, employee lounges, stairs, restrooms, employer-owned or leased vehicles, and all other enclosed facilities. Michigan's no smoking law includes civil fines that may be imposed for violation of the law. Employees who smoke in violation of the law will be subject to discipline up to and including discharge.

Policy 3

Employment Standards

Section 3.0 Employment Classifications and At Will Status

Employees at City of Lowell fall into one of three categories:

- 1. Regular Full-Time:** An employee who is scheduled regularly to work not less than 33 hours and not more than 40 hours per week in a position classified by the City. A full-time employee receives full benefits including, but not limited to: sick leave, vacation, insurances and Holiday pay.
- 2. Regular Part-Time:** An employee who is normally scheduled to work no more than an average of 25 hours per week or 1300 hours annually in a position classified by the City
- 3. Temporary:** Any employee who does not fall within the definitions of regular full-time or regular part-time when the employee; works irregular schedules, or hired for a specific task or assignment which has a termination point. This includes contract, seasonal and per diem employees.

Non-Exempt:

An employee who is paid an hourly rate which is at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 in a work week. Non-management employees in production, maintenance, construction and similar occupations are not exempt no matter how highly paid they might be.

Exempt:

An employee who is compensated on a salary basis at a rate not less than \$455 per week (\$684 as of January 1, 2020). The employee's primary duty must be managing a department or operation. They must customarily and regularly direct the work of at least two or more other full-time employees or their equivalent and have the authority to hire or fire other employee, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees.

All employment not covered by a working agreement is "at-will". This means the employee may resign at any time for any reason or no reason, and the City may terminate the employee for any reason or no reason.

Section 3.1 **New Employee Orientation**

An employee should consider his/her "orientation period" as the first six (6) months from the employment date with the City. During the orientation period, the employee will receive training and mentoring by a supervisor, peer and/or outside educational source to meet the necessary requirements to perform his/her job duties. This time period will be used to determine whether the employee has the ability, skills and knowledge to meet the requirements to successfully perform all aspects within the job description. The City Manager may extend an employee's orientation period. Written notice will be given to the employee stating the reason for the extension and the date the new orientation period ends.

Section 3.2 **Filling Vacancies**

When a vacancy occurs within the City for a permanent full-time or part-time position, the vacancy shall be posted, as deemed appropriate, by the City Manager. Employees interested in filling the vacancy may file a written "Request for Consideration" by the deadline established in the posted announcement. The City Manager will consider all applicants expressing interest in the position based on their qualifications. The position will be awarded to the most qualified applicant. Should no applicants within the City be deemed qualified or if after consideration decline the position, the City Manager may seek external candidates to fill the position.

Section 3.3 **Job Transfers**

Any employee who fills a vacancy within the City shall be required to serve a new orientation period of six (6) months. During the orientation period, the employee will receive training and mentoring by a supervisor, peer and/or outside educational source to meet the necessary requirements to perform his/her job duties in the new position. In the event the employee desires to return to his/her former position within the orientation period, the employee may request do so by making the request, in writing, to his/her supervisor or the City Manager. The request may be approved or denied. Additionally, in the event the supervisor or the City Manager/department head determines the employee is not meeting the expectations, within the orientation period, of performing the new position successfully, the employee will be given written notice to return to his/her former job or given an extension of the orientation period. The written notice will state the reason for the extension and the date the new orientation period ends.

Section 3.4 **On-the-Job Travel Reimbursement**

City sponsored training classes and conferences are considered a daily work assignment with regards to pay, meals and hours of work. No employee will be paid over-time for travel without the advance approval of their supervisor. Additionally, an employee will not be paid for a full workday if they return from school prior to their normal quitting time and they do not remain at work and on-the-job.

An Employee may be provided a City vehicle to travel to and from the reporting site when available. The City vehicle is only to be driven to and from his/her normal City of Lowell work location and designated location during the assignment period. Under no circumstances should the City vehicle be taken home, driven after hours, for any reason, if alcoholic beverages have been consumed, or used for any purpose other than directed by the employee's supervisor/City Manager. When a personal vehicle is used the employees will be reimbursed for mileage from the employee's work location to the site of the off-site business address based on information from an Internet map service such as Mapquest or Google.

An employee may be assigned City equipment while attending training. This includes City lap-top computers. All devices and tools are to be used specifically for the purpose of completing work assignments. All tools and equipment are the responsibility of the employee. Should negligent damage or loss occur to the assigned lap top computers, the employee may be required to reimburse the City for repair or replacement.

Section 3.5 Termination of Employment

When the termination is the decision of the employee, the City requests the employee to provide a written notice of resignation to the City Manager at least two (2) weeks in advance of the intended final day of employment. The employee will be provided the appropriate information regarding any continuing benefits/resources they may be eligible to receive.

When termination is the result of a decision made by the City; the employee will be provided the appropriate information regarding any continuing benefits/resources they may be eligible to receive.

The following are examples of behavior or actions that may result in immediate termination by the City:

1. Theft, abuse, misuse, removal or deliberate destruction of City property, or the property of its employees, customers or the City public.
2. Possession, sale, use of or being under the influence of intoxicating beverages, marijuana, narcotics or any controlled or prohibited substance while on duty or on City property.
3. Failing to notify your supervisor you are using a prescribed medication or over-the-counter medication that could interfere with your ability to perform your assigned duties in a safe and efficient manner.
4. Possession of weapons, licensed or unlicensed. Examples include: firearms, knives, explosives, ammunition, pellet guns, paintball guns, tasers, bows, arrows and swords.
5. Engaging in sexual or other unlawful harassment.
6. Use of abusive language, threatening, intimidating, coercing and/or fighting with co-workers, management, customers or the City public.
7. Obscene or indecent conduct.
8. Sleeping on duty or otherwise not being alert to perform assigned job duties.
9. Horseplay, creating a distraction, interfering with an employee or causing unsafe or unsanitary working conditions.

10. Falsifying records, reports, documents, or knowingly misrepresenting any information presented to management of the City. This includes, but is not limited to, time sheets, accident reports, customer billings, customer records, identification documents and educational certificates.
11. Failure to report errors/mistakes made during the course of daily job duties that could be considered falsifying City records, reports, billings and documents. Covering up or hiding errors regardless of intent by the employee or co-worker.
12. Conducting personal business or performing duties of outside supplemental employment during City work hours or on City property.
13. Failing to report to work without proper notice or failure to provide requested proof of illness for an absence when requested.
14. Use of your position of employment with the City to directly or indirectly gain benefits, favors, money, advantages, privileges or anything of value other than regular compensation from the City.
15. Disregard of or refusal to obey a direct order, either written or verbal, from a supervisor or the City Manager.
16. Destroying, altering or removing any materials or information posted by City management.
17. Supporting a restriction of output, slowdown or any unauthorized interruption of assigned duties.
18. Soliciting or receiving any gift, service, gratuity, loan, fee, or anything else of value which is offered or may be offered as a consequence of City employment.
19. Taking any other actions which interfere with the proper performance of an employee's assigned work or which would reflect negatively on the City.
20. Failing to comply with any provision in this Personnel Handbook or other applicable rules and regulations.

When termination is the result of a decision made by the City; the employee will be provided the appropriate information regarding any continuing benefits/resources they may be eligible to receive.

Section 3.6 Termination Disputes

It is a condition of non-bargaining unit employment by the City that no employee will commence any action or suit relating to his or her employment with the City more than six (6) months after the date of termination of such employment and that the employee will waive any statute of limitation to the contrary. The existence of this condition does not imply any contract of employment other than a contract for at-will employment.

Policy 4

Employee Compensation

Section 4.0 Pay Days

Employees will be paid every other Friday. Paychecks will cover a two (2) week period which starts Sunday and ends on the Saturday proceeding the pay day.

Section 4.1 Direct Deposit

Employees are to receive their pay checks via direct deposit in an account(s) at a financial institution(s) of their choice or through payroll debit card. A "pay stub" will be given to each employee to provide all accounting of time worked, earnings and deductions for both for the current pay period and year-to-date.

Section 4.2 Payroll Deductions

Employees may elect to have a portion of his/her net pay directed to more than one financial institution or account, e.g.; Christmas club, savings, checking, loans, etc.

Improper deductions from wages of employees are not to be made. If you believe that an improper deduction has been made, immediately report this information to the city payroll representative. Preferably, the report will be made in writing and immediately after the deduction has been made. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction that was made.

Section 4.3 Overtime Pay

All City employees are expected to work overtime upon request. Overtime must be authorized in advance in writing, by a supervisor. Non-exempt employees will receive one and one-half (1 ½) times their regular straight-time pay rate for all hours worked in a workweek over 40, including weeks when using vacation, personal days or a holiday. Any full-time employee required to work on a holiday will receive one and on-half (1 ½) times their regular straight-time pay for that day.

Section 4.4 Stand-By Pay

The City Manager/department head may require an employee to "stand-by" for possible emergencies outside of their regular eight (8) hour work day. An employee on stand-by must, at all times, be reachable by telephone within fifteen (15) minutes and must report to the required

location within thirty (30) minutes of the call. If an employee on stand-by fails to respond and report within the required time periods, he/she shall forfeit their stand-by pay for that stand-by period and may receive disciplinary action. Employees on stand-by shall receive two (2) hours pay per day at their regular straight-time rate, In addition to the stand-by pay of two (2) hours as described above, employees on stand-by who are called to work shall receive pay at one and one-half ($1 \frac{1}{2}$) times their regular straight-time rate for all *time* worked during the stand-by period. Time worked begins when an employee punches "in" and concludes when an employee punches out". Travel time is NOT included as time worked.

Policy 5

Employee Benefits

Section 5.0 Employee Eligibility and Responsibility

The City's various Insurance plans provide optional coverage for regular full-time employees and their eligible dependents. It is your responsibility to notify the City, in writing, within **30 days** of any life event as it may affect the eligibility, cost and coverage to the employee and/or their eligible dependents. These events include:

- Birth or death
- Marriage or divorce
- Legal adoption or guardianship

Open enrollment date deadline is July 1. Employees may make changes to their coverage for any reason or opt-out by completing a waiver form for healthcare by this date.

Section 5.1 Group Health Care Insurance

Regular full-time employees become eligible to participate in the City's group health care plan following their completion of thirty (30) calendar days of employment, (e.g.; hire date is May 10, benefits become effective June 10). Group health care insurance, covering certain hospitalization, surgical and medical expenses, is offered on a voluntary basis with 100% of the premium paid by the employee. The specific terms and conditions governing group insurance plans are set forth in detail in the master policy or policies as issued by the carrier or carriers. Summary descriptions of the plans are available from the insurance carrier via mail or online. The City will determine the method of providing group health care, including the selection of insurance carriers, while maintaining the current level of benefits.

Section 5.2 Waiver of Group Health Care Insurance

Employees who are provided health care insurance from another source, (e.g.; spouse or independent source) may receive an opt-out payment in lieu of receiving coverage from the City. The payment may be received as additional gross pay or as pre-tax by contributing to the ICMA Deferred Compensation Plan. A Waiver of Coverage form must be signed every year at open enrollment when an employee elects to waive group health care insurance from the City. The City contributes a \$325 per month in lieu for a double policy and \$400 per month in lieu for a family policy.

Section 5.3 Supplemental Medical Insurance

Employees may elect to secure supplemental medical insurance at their own expense through American Family Life Assurance Company of Columbus (AFLAC). Payments are pre-tax will be made through payroll deduction, providing an additional cost benefit to the employee.

Section 5.4 Group Dental Insurance

Regular full-time employees become eligible to participate in group dental benefits after thirty (30) calendar days from their date of hire. Coverage will begin on the first day of the month following, (e.g. hire date is May 10, benefits become effective July 1). Group dental insurance, covering certain dental expenses, is offered on a voluntary basis in addition to the group health care plan with 100% of the premium paid by the employee. Summary descriptions of the plans are available from the insurance carrier via mail or online.

Section 5.5 Vision Insurance

Regular full-time employees are offered family vision care benefits provided by Vision Service Plan (VSP). Details of the plan are available from the carrier via mail or online.

Section 5.6 Term Life Insurance

Regular full-time employees become entitled to receive the City's term life insurance plan after six (6) months of active employment. The premium is fully paid by the City for the employee up to the amount of \$50,000 through Standard Life and Accident Insurance Company.

Section 5.7 Continuation of Insurance Premiums

In the event a covered employee is on unpaid leave of absence, except for leaves qualifying as Family Medical Care Leave (FMLA) or otherwise as required by applicable law, the City will not pay any insurance premium for the employee or their eligible dependents beyond the month in which the leave of absence, resignation or termination occurs.

In the case of a layoff, the City will continue its portion of the premium payment of health and dental care coverage for a period of up to one (1) month; subject to the approval of the insurance carrier.

Employees on an approved unpaid leave of absence may continue insurance benefits on a month-to-month basis, after the first month the leave commences, by paying the total applicable insurance premiums in advance monthly; subject to the approval of the insurance carrier. The City will resume its portion of the payment of insurance premiums for eligible employees who return to work from an approved unpaid leave of absence as of the first of day of the premium month following the date of the employee's return to work.

When applicable, employees and/or their covered dependents will be provided with the option to continue health insurance coverage through COBRA (Consolidated Omnibus Budget Reconciliation Act) at the time the City premiums are discontinued.

Section 5.8 Short-Term Disability

All active, regular full-time employees, after thirty (30) calendar days of active employment, are eligible to receive Short-Term Disability (STD) benefits. The City pays the premium. Summary descriptions of the plans are available in the City Manager's office.

Section 5.9 Long-Term Disability

All active, regular full-time employees, after thirty (30) calendar days of active employment, are eligible to receive Long-Term Disability (LTD) benefits. The City pays the premium. Summary descriptions of the plans are available in the City Manager's office.

Section 5.10 Accidental Death and Dismemberment

All active, regular full-time employees, after 30 days of active employment, are eligible to receive Accidental Death and Dismemberment insurance. The City pays the premium. Summary descriptions of the plans are available in the City Manager's office.

Section 5.11 Health Savings Account (HSA)

Regular Full-Time employees are eligible for the Priority Health HSA 1400/2800 plan. Employees will be able to establish Health Savings Accounts and use these funds to contribute to the deduction amount prior to activating insurance benefits.

Section 5.12 Retirement

Regular full-time employees participate in Plan B-4 of the Michigan Municipal Employees Retirement System (MERS), with the F55 (25) and FAC-3 riders. All employees may be provided with this plan document at the time of hire or at any time by requesting it from their supervisor.

Section 5.13 Deferred Compensation

Employees have the opportunity to set aside monies by payroll deduction into a deferred compensation program established through the International City Management Association Retirement Corporation (ICMA-RC). These pre-tax dollars give an additional source of pension benefit while reducing the employee's taxable income.

The ICMA program is strictly voluntary and involves only employee contributions.

The City also has MERS 457 plans which are strictly voluntary and involves only employee contributions.

Section 5.14 Educational Assistance

The City offers employees the opportunity to participate in the Employee Educational Reimbursement Program. Tuition costs are reimbursable to full-time employees enrolled in up to six (6) adult education or university credits a term, but no more than twelve (12) such credits per year.

The tuition reimbursement provided no more than the maximum of the average cost per credit hour for upper division courses at GRCC, GVSU, Ferris State University, CMU, WMU and MSU provided:

1. The course is job related and is taken from an accredited institution of higher education as approved by the Department Director or City Manager at his or her sole discretion.
2. An application for reimbursement is submitted and approved by the department head or City Manager prior to enrollment.
3. A grade of "C" (2.0) is attained on adult education or undergraduate work and "B" (3.0) on graduate work.
4. Employees may be reimbursed for the cost of required textbooks if they are not paid for by another source and tuition is paid for by another source.
5. An employee receiving any such reimbursement must agree to remain employed by any City Department for a period of five (5) years after the last date of any reimbursement payment for any course. If the employee leaves the City's employment prior to that time he or she shall repay the City 20% of the amount of all reimbursement received at any time for each year the employee leaves the City's employment before the end of the five-year period. The employee shall execute a promissory note for repayment.

When evaluating employee applications for tuition reimbursement for approval or disapproval, the City shall apply the following criteria and guidelines in determining whether the application satisfies the requirement of being "job related".

1. Each course must stand by itself. Degree program courses or courses taken to fill requirements toward a degree may or may not relate directly to the employee's job.
2. The course must provide a direct and obvious benefit to the employee for the performance of the employee's required duties with the City.
3. Any employee submitting an application for tuition reimbursement must provide a copy of the course description together with a statement setting forth the manner in which the course is directly related to the employee's job with the City.

4. Any employee submitting an application for tuition reimbursement must provide a copy of the course description together with a statement setting forth the manner in which the course is directly related to the employee's job with the City.

Section 5.15 Retiree Health Care

A regular full-time employee who retires directly from the City and at the time of retirement has worked at least ten (10) years of continuous service and has met one of the defined requirements by MERS to be eligible to draw their retirement benefit is eligible to receive group health care insurance including coverage for the employee's spouse in accordance with the policy terms. The retiree may cover additional eligible dependents at a group rate as allowed by the Affordable Care Act (ACA) entirely at the retiree's expense.

For the purposes of this section, an individual is retired when they are eligible for and are receiving benefits under the City's Retirement Plan. The specific terms and conditions governing the group insurance plan is set forth in detail in the master policy or policies as issued by the carrier or carriers. The City reserves the right to amend, modify or delete this medical continuation policy at any time. Additionally, termination of this continuation policy, amendment or other change may apply to both current participants and potential future participants as determined by the City within its sole discretion and judgment.

Section 5.16 Longevity Pay

Every employee who has been employed for a continuous period of three (3) full years shall be entitled to a longevity payment of \$65.00 for each year over three (3) years of continuous service. Longevity payments shall be issued at the end of the month for all employee's whose anniversary date fall within that month following his/her fourth (4th) year of employment. Maximum longevity payment shall be \$650.00. (7/1/2010)

Section 5.17 Miscellaneous Benefits

During the month of December, all employees will be eligible to receive \$25 in Lowell Bucks at no expense to the employees. They will be distributed in the form of a voucher that can be redeemed at any participating business unless otherwise instructed.

Policy 6

Hours of Work

Section 6.0 Hours of Work

The City's regular operating period is Monday through Friday from 8:00 A.M. to 5:00 P.M. Work schedules are assigned by an employee's supervisor as determined by the needs of service.

Section 6.1 Time Reporting

Each employees must record his/her hours worked and paid or unpaid time off, for the corresponding pay period on timesheets to be submitted to his/her supervisor on the last day worked during the pay period. The supervisor reviews and approves the time sheet and submits it to the employee responsible for entering the data from the time sheet into the payroll system.

Section 6.2 Work Breaks and Meal Periods

An employee may take one 15-minute break period for each four (4) hours of time on the job whenever practicable. Work breaks are intended to provide an employee relief from the job and do not include compensated travel time to and from the work place for the purpose of a work break. Office employees are to remain on City property during work breaks and field employees should remain at the jobsite they are on at the time they take a work break. Such work breaks will be compensable and scheduled, as deemed necessary, by an employee's supervisor or designated representative.

An employee will be provided time for meals when working a regular full-time day. Meal periods will be for 30 minutes or more and will not be compensated. Therefore, employees may leave their work area during this period. Length and time of meal periods are scheduled, as deemed necessary, by an employee's supervisor or designated representative.

Policy 7

Absence Time

Section 7.0 Personal Days

Regular full-time employees shall receive three (3) personal paid leave days per fiscal year, on July 1, at the rate of the employee's regular straight-time pay. Personal leave time must be scheduled in advance with his/her supervisor or designated representative. Any unused personal leave days will be paid at the end of the fiscal year.

New employees will be credited with personal days on a pro-rated basis beginning from the date of hire at the rate of two (2) hours per month after 30 days of employment.

Section 7.1 Vacation

All full-time employees of the City will receive vacation time as follows. All employees will receive their vacation days at the beginning of the fiscal year (July 1):

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Hours</u>
1	5	40
2	10	80
7	15	120
12	20	160

Vacation leave may not be accumulated beyond four (4) weeks without prior approval from the Department Head or City Manager. Vacation may not be paid directly in lieu of time off. Earned vacation time will be paid to an employee at the time of termination of employment when advance notice requirements are met and/or at the discretion of the City Manager or his/her designate.

All Vacation must be **scheduled and approved at least 1 week in advance**, except in cases of emergency.

Section 7.2 Sick Time

All full-time employees shall be entitled to sick leave which is to be accumulated at the rate of one (1) day per month with a maximum amount of sick leave not to exceed 24 days. Vacation time may not be substituted for sick leave except in the case of an employee exhausting sick leave while on an extended leave due to illness or injury upon the approval of the City Manager or his/her designate.

Any employee who has been absent from work for more than three (3) consecutive calendar days shall be required to provide authorizations to return to work from a physician or other licensed healthcare professional.

Section 7.3 **Attendance Expectations**

Reliability is one of the most important expectations the City requests from its employees. Efficiency and productivity are essential to the success of City of Lowell. Being there for our business partners, co-workers, customers and the City public is the reason we exist. Employees are expected to be at their workplace and ready to work at the beginning of their start time and remain on duty until the end of their shift. The only exceptions are work breaks, meal periods, personal time, vacation or any other approved absence. Excessive tardiness and absences will have a direct impact on your eligibility for promotion and continued employment.

Section 7.4 **Funeral Leave**

Upon request, an employee will be granted a paid leave of absence for three (3) normally scheduled work days following the date of death of a member of the employee's immediate family. Immediate family shall be defined as spouse, child, parent, sister, brother, grandparents and grandchildren, father-in-law and mother-in-law. A one (1) day paid leave will be granted to attend the funeral of a sister-in-law and brother-in-law. The amount of pay will be at the regular straight-time rate for the approved work days the employee is absent.

Section 7.5 **Jury Duty**

An employee that is summoned by a court to serve as a juror will be not suffer loss of straight-time pay for the period of his/her jury duty. For each day of service as a juror the employee would have worked, he/she will receive the difference between his/her regular rate of pay for the number of hours he/she was scheduled to work on that day and the amount he/she received from the court, excluding mileage reimbursements. To be eligible for jury duty pay from the City, you must:

- a) Be a regular full-time or regular part-time employee.
- b) Give your supervisor reasonable advanced notice of the date you are required to report for jury duty.
- c) Give satisfactory evidence that you served as a juror in court on the day you were absent from work.
- d) Return to work promptly after being excused from jury duty service.

Section 7.6 **Holidays**

Regular full-time employees are eligible for holiday pay when they satisfy all the following conditions and qualifications:

- a) An employee must work all his/her scheduled hours on his/her last regularly scheduled workday before the holiday and on the first regularly scheduled work day after the holiday or be on approved, paid absence.
- b) An employee must be on the active payroll as of the date of the holiday. For purposes of this section a person is not on the active payroll during unpaid leaves of absences, Short-Term Disability, Long-Term Disability, while receiving Workers' Compensation or on a disciplinary suspension.
- c) An otherwise eligible employee who is required to work on a recognized holiday but fails to report and perform all required work shall not receive any holiday pay for such holiday.

All eligible exempt and non-exempt employees shall receive holiday pay for each recognized holiday in an amount equal to the number of hours normally worked on that day or the amount to equal the total average of hours worked in a normal work week. All holiday pay shall be at the employee's regular straight-time rate.

The following are days recognized as holidays by the City:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Floating Holiday	

When a holiday falls on a Saturday, it will generally be observed on the preceding Friday. When a holiday falls on a Sunday, it will generally be observed on the following Monday. The City reserves the discretion, however, to close on another day or grant alternate time off.

Section 7.7 Separation

Employees are required to provide a minimum of two (2) weeks' notice of intent to terminate employment. Failure to provide a minimum notice will result in loss of payment for any accrued paid time off unless waived by the City Manager.

Section 7.8 Family and Medical Leave Act (FMLA)

The City recognizes that employees may have a need to take time off from work for family and medical reasons. The City is a covered employer under the Family and Medical Leave Act (FMLA) and will fulfill any obligations it may have pursuant to that Act.

Employees who have been employed by the City for twelve months; have worked at least 1,250 hours during the previous twelve months; and work at a location with fifty or more employees or within seventy-five miles of locations that together have a total of fifty or more employees, may be eligible for up to twelve weeks of unpaid, job-protected leave per twelve-month period for certain family and medical reasons, and up to twenty-six weeks of unpaid, job-protected

leave per twelve-month period for certain military-related reasons. Eligible employees who request and are granted such leave, must use all of their available accrued and unused paid leave as part of FMLA leave.

An eligible employee must provide the City 30 days' advance notice of the need to take FMLA leave when that need is foreseeable. Where 30 days' notice is not possible, an employee must provide notice as soon as practicable and, in doing so, comply with the City's normal call-in procedures. When giving notice of an intent or need to take FMLA leave, the employee must provide the City with enough information to know that FMLA leave is needed, as well as the anticipated time and duration of the leave.

When requesting FMLA leave, an employee must provide medical certification from an appropriate health care provider. The City may require periodic recertification during an employee's FMLA leave. If there is a reasonable basis to doubt any certification provided, we may require that an employee obtain, at the City's expense, the opinion of a second health care provider, in regard to any information required to be certified. If the second opinion differs from the original certification provided, the employee may obtain the opinion of a third health care provider mutually agreed upon between the employee and the City, in regard to any information required to be certified. The City will pay the cost of the opinion of the third health care provider, whose opinion will be final and binding to the employee and the City.

If an employee participated in the medical health insurance plan until taking FMLA, the City will continue to maintain his/her health insurance coverage and, where applicable, the coverage of his/he dependents during the FMLA leave, up to the maximum allowable leave. However, the employee must arrange to pay the premium contributions that have previously been deducted in order to continue such insurance during the FMLA leave. If an employee fails to return to work at the end of the FMLA leave, the City may require the employee to reimburse the City for the amount paid for his/her health insurance premiums during the leave.

If an employee fails to return to work upon the expiration of FMLA leave or use more than twelve weeks of leave within the applicable twelve-month period, that employee is not guaranteed a position or the same position upon return and may be treated as having voluntarily resigned from employment with the City, in the City's sole discretion. The City may choose to exempt certain highly compensated, "key" employees from this job restoration requirement and not return them to the same or similar position at the completion of FMLA leave. Employees who may be exempted will be informed of this status when they request leave. If the City Commission deems it necessary to deny job restoration for a key employee on FMLA leave, the City will inform the employee of its intention and will offer the employee the opportunity to return to work immediately.

Section 7.9 Military Family and Medical Leave Act (FMLA)

The City abides by all state and federal statutes and regulations regarding the rights of employees to leaves of absence and return for military active duty or training. Employees who require a leave should inform the *City Manager*, as soon as they receive their orders, of the date that the employee must leave for service.

The Veterans Benefits Improvement Act of 2004 extends the maximum coverage period of employer-sponsored health care for employees covered by the Uniformed Services Employment and Reemployment Rights Act [USERRA] from 18 to 24 months. USERRA gives employees who are absent from work because of duties in the uniformed services the right to continue employer-provided health care coverage at a charge of up to 102% of the full premium under the plan, unless the employee is absent from work for less than 31 days, in which case the employee will not be charged more than the employee's share of the cost of the coverage. Employees who want to be reinstated after Military Duty must contact the City within the time limits prescribed by USERRA in order to be eligible.

Section 7.10 Workers' Compensation Leave

Leaves of absence for a work-related injury or illness are granted to employees eligible to receive benefits under the State of Michigan's Workers' Compensation Law. Any injury on the job must be reported to your supervisor immediately; even though you may not feel medical attention is required. Failure to report an incident where future medical attention is required may result in denial of benefits under the State of Michigan's Workers' Compensation Law.

An employee returning to work after a leave due to a work-related injury or illness must submit adequate documentation from the treating medical provider stating the employee's ability to perform the essential functions of the job. All efforts will be made by the City to provide an employee with limited duty work should there be restrictions placed on the employee prohibiting them from returning to full duty.

Policy 8

Disciplinary Action

Section 8.0 Discipline Policy

All employees are expected to conduct themselves in a manner which reflects positively upon the City. Employees should be courteous in their dealings with customers, co-workers and the City public. It is expected that employees follow the guidelines the City sets forth to maintain productive and harmonious working relationships. In the event a need arises to address misconduct or inappropriate actions by any employee, disciplinary action may be taken based on the severity of the situation as determined by the immediate supervisor. The goal of progressive discipline is to impose corrective action while facilitating performance improvement with the employee.

Policy 9

Workplace Safety

Section 9.0 Accident Reporting Procedure

Employees must promptly report unsafe behavior and working conditions, safety hazards, property damage, personal injuries and illnesses which arise out of and in the course of employment; even though you may not feel medical attention is required. Failure to report an incident where future medical attention is required may result in denial of benefits under the State of Michigan's Workers' Compensation Law.

In the event an accident involves another vehicle or equipment not owned by the City, the employee(s) involved should obtain as much information as possible regarding the other party and/or property. If a police report is prepared, obtain information from the reporting officer; e.g.; the report number, name of the police agency responding to the call, the officer's name.

Section 9.1 Motorized Equipment

All operators of motorized vehicles and equipment, while performing work activity for the City, shall be responsible for the proper operation of such vehicle and equipment and obey all traffic and safety regulations prescribed by the authority of such.

It shall be the duty and responsibility of all operators of motorized vehicles and equipment to report any defect to their supervisor and use every precaution to prevent additional property loss and ensure the safety of all employees and bystanders while in operation.

Policy 10

Open Door Policy

Section 10.0

Open Door Policy

The City of Lowell strives to provide good working conditions and to maintain harmonious working relationships among employees, as well as between employees and management. To correct any work-related problems, City Administration must be fully informed about them. Therefore, City Administration has an "open door" problem-solving policy. Employees are encouraged to discuss concerns or suggestions with their immediate supervisor/Department Director. Employees who believe that the supervisor has not or cannot adequately address the situation are encouraged to discuss the problem with the City Manager.

Policy 11

Employee Reference

Section 11.0 Employee References Policy

Any request for a reference by anyone or any entity received regarding a former employee must be forwarded to the City Manager's Office. No other person may provide an employment reference. A "reference request" is defined to include any request for information about a former employee, whether the request is made in writing, verbally, or through any electronic or media platform, and includes any request for information regarding the employee's performance or for a recommendation.

It is our policy to provide only an employee's dates of service and the title of the employee's last position in response to requests for references. If an employee would like to have other information disclosed, a written request authorized and signed by the employee, which specifically identifies the information to be disclosed, must be provided in advance to the City Manager's Office.

Policy 12

Miscellaneous

Section 12.0 Travel & Business Expense Reimbursement

This policy contains guidance and limits for all travel while conducting business and fulfilling work assignments. While City of Lowell (City) hopes that the experiences regarding these occurrences are pleasurable and gratifying, we also must be reasonable. This policy will reflect our collective responsibility to conduct business in a financially responsible manner.

City Guidelines

These policies and procedures are designed to act as a guideline for business travel and miscellaneous expense reimbursements. They are based on practices employed by most organizations of our size and take into consideration what is considered reasonable and customary. While this policy does contain suggested expense limits, we challenge all employees/ Council members to use professional judgment when incurring expenses on behalf of the City. This policy recognizes that, in some isolated cases, business related expenses might need to be reviewed on a case-by-case basis; however, this primarily applies if the expense in question was not discussed in this policy.

This policy is designed to accomplish the following key points:

- Ensure all employees/ Council members have a clear and consistent understanding of policies and procedures for business and travel expenses.
- Ensure employees/ Council members are reimbursed for legitimate business travel and other approved expenses.
- Provide employees/ Council members who must travel with a reasonable level of service and comfort at the lowest possible cost.
- Maximize the City's ability to negotiate discounted rates with preferred suppliers and reduce travel expenses.
- Provide the appropriate level of accounting and business controls for the City to ensure that expenses are reviewed and approved by the appropriate person.

Responsibility

The traveler is responsible for complying with the City of Lowell Travel Policies. The supervisor who approves and signs expense reports is responsible for accurately reviewing expense reports for compliance. The City assumes no obligation to reimburse employees/ Council members for expenses that are not in compliance with this policy. Any changes to this policy must be presented to the Council for approval and noted as a policy change.

Enforcement

Employees who do not comply with this policy may be subject to delay or withholding of reimbursement and/or disciplinary action.

Alcoholic Beverages

The City's policy is to abstain from consuming alcoholic beverages during business hours or performing a service required by the City during its normal course of duty. Therefore, alcoholic beverages are not a reimbursable business expense. Additionally, an employee who is arrested and convicted for *Driving under the Influence* while in the performance of City of Lowell business, or when returning from a business function, is subject to disciplinary action up to and including termination.

Documentation Requirements

Employees/Council members must provide the following information and attach to a completed Expense Report, signed and approved by your Supervisor:

- Purpose of travel
- Name, location and date of Conference, Meeting or Seminar
- Meals – Original itemized receipts showing the charges, name and location of restaurant (this includes room service charges)
- Receipts are to be provided for any individual expenditures in excess of \$25; including; tolls, taxi fares, shuttle busses, parking fees
- Air/Rail – original passenger receipt
- Hotel – hotel itemized receipt
- Car Rental – credit card receipt or rental agency invoice

Cash Advance/Per Diem

Employees/Council members may receive a cash advance for business travel based on the regular federal per diem allowance for meals and incidental expenses while traveling away from home when overnight lodging is provided by the City. The rates are different for different locations. A copy of the appropriate IRS rate schedule should be attached to your Cash Advance request. These rates are determined in IRS publication 1542, which gives the rates in the continental United States for the current year. It is available on the Internet at www.irs.gov. To avoid taxability, the employee/Council member needs to comply with the same documentation requirements as reimbursement of expenses. Any amount advanced that is not accountable with proper documentation of expense must be returned to the City or considered taxable income. For partial days of travel when overnight lodging is not required, a partial per diem allowance rate will be advanced by prorating the regular federal per diem allowance appropriate to the period of time the travel takes place.

Incorrect or Incomplete Expense Reports

Expense reports that are incorrect, incomplete or include disorganized receipts:

- Will be returned to the employee/Council member for completion
- May result in delay or non-reimbursement

Disregard for City of Lowell Travel Policy or altering of receipts may result in disciplinary action up to and including termination.

Business Use of Personal Vehicle

Employees/Council members may be required to use their personal vehicle for City of Lowell travel, at the discretion of the employee's supervisor, when a City vehicle is unavailable for use. It is the personal responsibility of the vehicle owner to carry adequate insurance coverage for their protection and for the protection of any passengers. The Employee Travel Policy requires that employees who use their personal vehicle for business maintain minimum of \$100,000/\$300,000 bodily injury coverage and \$50,000 property damage coverage on their vehicles.

Mileage is reimbursed at the rate established by the IRS. This mileage allowance is in lieu of actual expenses for gasoline, oil, repairs, tags, insurance and depreciation. Therefore, actual expenses for those items will not be reimbursed when your personal vehicle is used for business travel.

For the purpose of consistency, the start location of any business travel will commence at the main building located at 301 E. Main St. The ending location will be the address of the designated business location or airport where the employee/Council member is required to report. In the event it is necessary for the employee/Council member to travel to more than one location during the day's events (e.g.; restaurant, hotel, meeting facility) incidental mileage will be reimbursed for actual miles driven not to exceed 10 miles during one business day, unless there is a documented reason for excess mileage. To be reimbursed for the use of your personal vehicle for business travel, employees/Council members must list on the expense report:

- Date and purpose of the trip
- Locations traveled to and from
- Mileage is determined by MapQuest or comparable mileage data source if necessary and a copy attached to your Expense Report.

Lodging/Hotel

Hotel reservations should be made in such a manner as to secure the best available rate. Employees /Council members are required, whenever possible, to use properties in the "moderate" category.



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: November 26, 2019
TO: Michael T. Burns, City Manager *MB*
FROM: Steven J. Bukala, Police Chief *SB*
RE: Donation of Police Cruiser to KCTC

The Kent Career Tech Center Junior Police Academy has requested any departments wanting to donate old police cruisers, they will take these vehicles. The vehicle will serve two purposes there. The auto mechanics program will go through and check/repair anything the vehicle needs, and then it will serve as a police training vehicle for the KCTC Police Academy. There are several Lowell High School students in the KCTC criminal justice program as well as the auto mechanics programs and that is why I am requesting this donation to them.

The vehicle is in fair condition due to the age 10 years old and 155,000 miles on the body. I checked the value through Kelly Blue Book and the ranges between \$1400-\$3700 with a medium range of \$2634. I question the accuracy of this as there is not a police package listed on KBB so I had to go with the next closest model. My estimate is we would get \$1500 at auction and we would have to pay 10%-20% to the auction company. This is based on the last vehicles of this make/model we have sold over the years.

With that, I recommend the city of Lowell and the Lowell Police Department donate the 2010 Chevrolet Impala 9C-1 police vehicle to the Kent Career Tech Center High School Police Academy.



Advertisement

Used 2010 Chevrolet Impala LTZ Sedan 4D

near Lowell, MI 49331



Combined Fuel Economy

21 MPG

KBB.com Consumer Rating

★★★★☆

4.3 / 5

Your Configured Options

Engine

V6, Flex Fuel, 3.9 Liter

Transmission

Automatic, 4-Spd w/Overdrive

Drivetrain

FWD

Accessory Packages

Weather Protection Pkg

Braking and Traction

Traction Control

StabiliTrak

ABS (4-Wheel)

Comfort and Convenience

Alarm System

Keyless Entry

Keyless Start

Air Conditioning

Power Windows

Power Door Locks

Cruise Control

Steering

Power Steering

Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

Premium Sound

XM Satellite

Navigation System

DVD System

Bluetooth Wireless

OnStar

Safety and Security

Dual Air Bags

Side Air Bags

F&R Head Curtain Air Bags

Seats

Heated Seats

Dual Power Seats

Leather

Buy from a Private Party



RANGE
\$1400 - 3700

MEDIUM
\$2634

Roof and Glass

Moon Roof

Lighting

Daytime Running Lights

Exterior

Fog Lights

Rear Spoiler

Wheels and Tires

Alloy Wheels

Premium Wheels

Premium Wheels 19"+

Exterior Color

Black

Blue

Gold

Gray

Red

✓ Silver

White

Glossary of Terms

Suggested Retail Price - Suggested Retail Price is representative of dealers' asking prices. It assumes that the vehicle has been fully reconditioned and takes into account the dealers' profit and costs for advertising. The final sale price will likely be less, depending on the car's actual condition, popularity, warranty and local market factors.

Kelley Blue Book® Fair Purchase Price (Used Car) - This is the price people are typically paying a dealer for a used car with typical mileage in good condition or better. This price is based on actual used-car transactions and adjusted regularly as market conditions change.

Fair Market Range (Used Car) - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage and configured with your selected options, excluding taxes, title and fees when purchasing from a dealer. Each dealer sets and controls its own pricing.

Kelley Blue Book® Certified Pre-Owned (CPO) Price - This is the dealers' asking price of a car that meets the manufacturers' CPO program, which includes an additional warranty beyond the original factory warranty. It includes certification program costs, dealer profits and retail costs. The final price depends on the car's actual condition, popularity, warranty and local market factors.

Tip:

Kelley Blue Book pricing is based on actual transactions and adjusted regularly as market conditions change.

Fair Market Range (CPO) - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for this year, make and model Certified Pre-Owned vehicle with typical mileage configured with your selected options, excluding taxes, title and fees. Each dealer sets and controls its own pricing.

Kelley Blue Book® Private Party Price - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an 'as is' value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when purchasing from a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

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APPOINTMENTS

	Expires
Airport Board	
Vacancy (Paul Nicholls – Currently Serving)	01/01/2020
Vacancy (Jeff Ostrander – Currently Serving)	01/01/2020
Vacancy (Tom Grimm – Currently Serving)	01/01/2020
Building Authority	
Vacancy (Charles Myers – Currently Serving)	01/01/2020
Construction Board of Appeals	
Vacancy (Dan DesJarden – Resigned)	01/01/2019
Downtown Development Authority	
Vacancy (Eric Wakeman – Currently Serving)	01/01/2020
Vacancy (Rita Reister – Currently Serving)	01/01/2020
Downtown Historic District Commission	
Vacancy (Mike DeVore – Currently Serving as a Citizen)	01/01/2020
Vacancy (Ardis Barber – Currently Serving)	01/01/2020
LCTV Endowment Board	
Vacancy (Mark Mundt – Currently Serving)	12/31/2019
Lowell Area Fire and Emergency Services Authority	
Vacancy (Dave Pasquale – Currently Serving)	01/01/2020
Parks and Recreation Commission	
Vacancy (Paula Mierendorf – Currently Serving)	01/01/2020