



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

CITY OF LOWELL
CITY COUNCIL AGENDA
TUESDAY, APRIL 16, 2019, 7:00 P.M.

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
2. CONSENT AGENDA
 - Approval of the Agenda.
 - Approve and place on file the minutes of the regular City Council meeting of April 01, 2019.
 - Authorize payment of invoices in the amount of \$399,338.79

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. JAVO Construction- Lowell Showboat VI Construction Project Manager
- b. Lowell Showboat VI Steel Structure Fabrication
- c. Future Water and Sewer Agreement with Lowell Township
- d. Purchasing Policy
- e. City Income Tax

5. NEW BUSINESS

- a. Mowing and Trimming Service – 2019-2021
- b. Lowell City Airport West Taxiway Paving Project
- c. AT&T Cell Phone Contract
- d. Lowell Township Easement Acceptance

6. BOARD/COMMISSION REPORTS

7. MONTHLY REPORTS

8. MANAGER'S REPORT

9. APPOINTMENTS

10. COUNCIL COMMENTS

11. ADJOURNMENT

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



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

MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for **Tuesday**, April 16, 2019

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

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4. OLD BUSINESS

- a. JAVO Construction – Lowell Showboat VI Construction Project Manager. Memo is provided by Assistant City Manager Rich LaBombard.

Recommended Motion: That the Lowell City Council accept JAVO Construction's proposal to provide Construction Project Management services for the Lowell Showboat VI Project for an estimated total sum of \$78,400.

- b. Lowell Showboat VI Steel Structure Fabrication. Memo is provided by Assistant City Manager Rich LaBombard.

Recommended Motion: That the Lowell City Council accept the bid of \$1,497,920.00 and award the fabrication of the Lowell Showboat VI project to Moran Iron Works on Onaway, MI, and furthermore authorize the City Clerk to execute the agreement on behalf of the City Council.

- c. Future Water and Sewer Agreement with Lowell Township. Memo is provided by City Manager Mike Burns.

Recommended Motion: That the Lowell City Council enter into an agreement with Brian Donovan to assist us and Lowell Township in developing our future water and sewer agreements with Lowell Township at a cost not to exceed \$6,000 which will be split equally between the City of Lowell and Lowell Township.

- d. Purchasing Policy. Memo is provided by City Manager Michael Burns.

Recommended Motion: I am recommending the proposed language change to the local preference section of the City Purchasing Policy.

- e. City Income Tax. Backup information is provided.

5. NEW BUSINESS

- a. Mowing and Trimming Service – 2019-2021. - Memo provided by Assistant City Manager Rich LaBombard.

Recommended Motion: That the Lowell City Council accept the bid of \$39,480.00 and award the mowing and trimming bid for calendar years 2019 to 2021 to Manszewski Landscaping of Lowell.

- b. Lowell City Airport West Taxiway Paving Project. – Memo provided by Airport Manager Casey Brown.

Recommended Motion: That the Lowell City Council accept the recommendation of the Airport Board to approve an agreement with Great Lakes Paving to pave the taxiways as listed at a cost not to exceed \$28,320. I also recommend the Lowell City Council in their fiscal year 2019-2020 budget approve an increase of hangar rents by \$10 per month.

- c. AT&T to Replace Sprint Contract. Memo is provided by Chief of Police Steven Bukala.

Recommended Motion: To end our agreement with Sprint and go with AT&T First Net with no annual contract.

- d. Lowell Township Easement Acceptance. Memo is provided by Lowell Light and Power General Manager Steve Donkersloot.

Recommended Motion: That the Lowell City Council approve the Utility Easement Agreement with Lowell Charter Township.

6. BOARD/COMMISSION REPORTS

7. MONTHLY REPORTS

8. MANAGER'S REPORT

9. APPOINTMENTS

10. COUNCIL COMMENTS

11. ADJOURNMENT

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, APRIL 01, 2019, 7:00 P.M.**

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

The Meeting was called to order at 7:00 p.m. by Mayor Mike DeVore and Treasurer Suzanne Olin called roll.

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

Absent: None.

Also Present: City Manager Michael Burns, Treasurer Suzanne Olin, and Police Chief Steve Bukala.

2. **APPROVAL OF THE CONSENT AGENDA.**

- Approval of the Agenda.
- Approve and place on file the minutes of the Regular City Council meeting of March 18, 2019.
- Authorize payment of invoices in the amount of \$157,559.69.

IT WAS MOVED BY CANFIELD and seconded by CHAMBERS to go into closed session at the end of the scheduled meeting and approve the consent agenda.

YES: Councilmember Canfield, Councilmember Salzwedel, Councilmember Yankovich, Councilmember Chambers. NO: Mayor Devore. ABSENT: None. MOTION CARRIED.

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

There were no comments.

4. **OLD BUSINESS**

a. **Resolution 11-19 – Purchasing Policy.**

City Manager Michael Burns stated that last summer, the Lowell Board of Light & Power presented a modification to their purchasing policy which the City Council approved. At the time, he had asked City Council to allow him to revise the City's policy to somewhat mirror the Lowell Light & Power board and mentioned the policy doesn't necessarily align with how we purchase items. Over the summer, he worked with Department Directors to modify our policy and make it align to how the Administration operates.

IT WAS MOVED BY CANFIELD and seconded by SALZWEDEL to approve Resolution 11-19 adding a percentage amount to the local vendor's policy.

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

NO: None.

Absent: None

MOTION CARRIED.

b. Public Act 198 Policy.

City Manager Michael Burns stated last fall, he had discussed with the City Council the creation of a policy pertaining to Public Act 198 Tax Abatements. At the time we discussed a fee for the application for the applicant to provide so the City can recover costs for processing these applications. We also discussed a more comprehensive policy for approving these requests when they come in. The policy Burns created to consider, does this and also develops a point system to determine how long we provide an abatement for.

IT WAS MOVED BY CHAMBERS and seconded by CANFIELD for City Council to approve Resolution 14-19 to establish a Public Act 198 Tax Abatement policy as presented.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

c. Community Gardens.

City Attorney Dick Wendt went over the ordinance and discussed with Council what the City wants and does not want to permit to be placed or grown within the public right of way (the space between the sidewalk and the street). Also, community gardens by themselves, whether to permit them or not to permit them to take place in a certain zoned district and if so, under what terms and what conditions. The City Council agreed to leave the ordinance as it is and no changes were made.

5. NEW BUSINESS

a. Resolution 15-19 – MDOT Category B funding for Amity.

City Manager Michael Burns stated the City Administration has been working with Williams & Works on submitting a Michigan Department of Transportation Category B grant for Amity St. Originally, we sought grant funding for road improvements to Amity, Chatham, Lincoln Lake and Elm Street in conjunction with water and sewer main work (aka Saw Project #6). After reviewing the project, we found that conditions were worse on Amity than Elm and Chatham, in addition the water and sewer funds could cover the costs of the roadwork on these streets when time comes for those water and sewer repairs. If we move forward, the grant would cover Amity Street from Main Street to Suffolk Street. The road construction cost would be \$500,000 and we would be eligible for \$250,000 in grants. The City would be responsible for utility work and engineering. The project would consist of removing existing asphalt and replacing it with 3-3.5 inches of new asphalt. Sidewalk ramps would also be brought up to ADA standards.

Burns continued, we would also like to incorporate stub outs for anticipated future water main extensions along Chatham and Elm at this time. Additionally, sanitary sewer and manhole repair at Main Street identified in the SAW grant work. Again, this work is not included in the MDOT grant.

IT WAS MOVED BY SALZWEDEL and seconded by YANKOVICH to approve Resolution 15-19 to submit a grant request for the Michigan Department of Transportation Category B program.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

b. Ordinance 19-01 – Rezoning of 2560 Bowes Rd.

City Manager Michael Burns stated with the sale of 2560 Bowes to Lowell Township as an addition to their new park, we needed to have the property rezoned. Currently the zoning is industrial but needed to be rezoned to public facilities. At the most recent City Planning Commission meeting, the board recommended to the City Council this action. This rezoning has followed the requirements of the Michigan Zoning Enabling Act. Andy Moore from Williams & Works drafted a memo explaining this in greater detail. Rezoning must be done via ordinance approval. If approved the ordinance would become effective 10 days after publication in a newspaper of record (Lowell Ledger).

IT WAS MOVED BY YANKOVICH and seconded by CHAMBERS to approve Ordinance 19-01 as presented to modify the zoning classifications for 2560 Bowes from Industrial to Public Facilities.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

c. Revision to Kent County Fire Commission agreement.

City Manager Michael Burns stated Kent County has informed the City that their Fire Commission Board has chosen to update the current member contract and assessment formula in 2016 as they believed it was outdated. The revised contract adds clarity to membership. It addresses membership and membership benefits, terms of membership, termination of membership, new membership, Fire Commission Board governance and administration, fire apparatus acquisition and sale of apparatus, budget, assessment and finances, among other terms. The Fire Commission contribution to fire-fighting supplies (i.e. oxygen supplies) is eliminated. This approval requires a majority vote of Kent County Fire Commission Board, Kent County Board of Commissioners and $\frac{3}{4}$ of the membership communities.

IT WAS MOVED BY DEVORE and seconded by CANFIELD to approve the member contract revision for the Kent County Fire Commission Agreement as presented.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

6. BOARD/COMMISSION REPORTS.

Councilmember Salzwedel stated the Arbor Board meets on April 8, 2019.

Councilmember Yankovich stated he had a great week last week and spent a couple hours with Steve Donkersloot at Lowell Light & Power and he learned a lot including our customer rates at Lowell Light & Power are consistently lower than Consumers Energy. Lowell Light & Power has a voluntary green pricing that you can sign up for as well. He also attended his first Historic District Board meeting and met the new owners of the beer store who would like to make some improvements to the store once the sale is finalized.

7. MONTHLY REPORTS.

There were no comments.

8. **MANAGER'S REPORT.**

City Manager Mike Burns reported on the following:

- Just a reminder that the next City Council meeting will be moved from Monday, April 15, 2019 to Tuesday, April 16, 2019 at 7:00 p.m.
- Wednesday, April 17, 2019 will be the Rec Park Design Day with sessions from 2-4 p.m. & 5-7 p.m. We did have a lot of positive feedback from the Expo and gave away a lot of flyers that people were going to mail back to Williams & Works. He felt that people were impressed with how the City was getting input for the future of the Rec Park site.
- Most of his time has been dedicated to the budget for the past week and a half. In the City's general fund, will see about a \$60,000 increase before any modifications from the Board of Review. The DDA is seeing a significant increase in revenue and the DDA is eligible to pick up some additional financing for the general fund for the City Hall Building, so you will see money that is normally dedicated to the general fund for that bond payment, somewhere in the range of \$100,000 to \$150,000 being freed up by the DDA taking that on. It has not been finalized yet but he is working on that currently. That will allow us to put a little more money into the street improvements, retirement health care, and the increased payments to MERS. We will also discuss the unfunded liability and his ideas to correct it moving forward.
- Reminder that the budget work session will be on Saturday, April 27, 2019 at 10:00 a.m. at Lowell Light & Power.
- Last week Burns participated in a work group of communities that are considering recreational marijuana. LARA has been hosting these work groups across the state trying to get input from the marijuana industry along with the municipalities and how they should designate their regulations once they put their rules into effect later this year. A couple things to note, the communities that did the lottery based system to allow different businesses to participate, some of them are now getting litigation against them by the businesses that did not get approved. So we need to think about that as we develop our policy on this. Other big issues were security and odor control. Another item to consider, if a business is not in compliance, we need to make sure Lara restricts them in order to get them on a path of compliance. It sounds like LARA is supportive of this endeavor but we haven't seen any draft language yet, maybe in the fall. Another item, there are issues popping up with the social clubs, where you have a private club where people are smoking marijuana. Much more to come regarding all of these.
- We received renewals for healthcare for our employees from Priority Health and the good news is we are only looking at a 1.2 percent increase to our premiums which is very good. We will not have to make modifications to our health care this year.
- At our last Committee of the Whole meeting we did discuss possible ballot language for a City

Income Tax. We have until August 13, 2019 to get that placed on November ballot. Burns will work with the City Attorney on it and bring something back at some point in the spring.

9. **APPOINTMENTS.**

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

10. **COUNCIL COMMENTS.**

Councilmember Chambers stated that he just came back from Colorado and he watched the Lowell Light & Power linemen compete with linemen from all over the United States. Most importantly, he noticed that much larger companies from all around know where our little town is and that our linemen were getting high praise. It was good to see and a good feeling to realize how well our linemen are doing.

Councilmember Salzwedel stated the Expo was very busy and he had a lot of fun.

Mayor DeVore agreed the Expo had a great turnout and he had a great time as well.

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

IT WAS MOVED BY SALZWEDEL and seconded by CHAMBERS to go into closed session at 8:32.
YES: Mayor DeVore, Councilmember Salzwedel, Councilmember Yankovich, Councilmember Canfield and Councilmember Chambers.

NO: None.

ABSENT: None.

MOTION CARRIED.

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

IT WAS MOVED BY SALZWEDEL and seconded by YANKOVICH to return to open session at 9:15.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

13. **ADJOURNMENT.**

IT WAS MOVED SALZWEDEL and seconded by YANKOVICH to adjourn at 9:16 p.m.

DATE:

APPROVED:

Mike DeVore, Mayor

Sue Ullery, Lowell City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 11-19

**RESOLUTION APPROVING PURCHASING AND
BIDDING, SALE OF CITY ASSETS AND DONATION
POLICY**

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

WHEREAS, in accordance with the provisions of the City Charter and Code of Ordinance the City has determined to develop a policy for purchasing and bidding, sale of assets and receipt of donations; and

WHEREAS, the City Manager has prepared a Purchasing and Bidding, Sale of City Assets and Donation Policy (the "Policy").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Policy in the form presented at this meeting is approved.
2. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are, hereby rescinded.

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

NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

RESOLUTION DECLARED ADOPTED.

Dated: April 1, 2019


Susan Ullery, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell, at a regular meeting held on April 1, 2019, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: April 1, 2019


Susan Ullery, City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 14-19

**RESOLUTION APPROVING ACT 198 TAX ABATEMENT
POLICY**

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

WHEREAS, Act 198 of the Public Acts of Michigan of 1974, as amended (“Act 198”) provides a process where an owner of industrial property can apply for and receive an abatement of property taxes; and

WHEREAS, the Act 198 process requires review and approval of the City; and

WHEREAS, the City has determined to adopt a policy for consideration of Act 198 tax abatement requests.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Act 198 Tax Abatement Policy in the form presented at this meeting is approved.
2. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are, hereby rescinded.

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

NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

RESOLUTION DECLARED ADOPTED.

Dated: April 1, 2019


Susan Ullery, City Clerk

CERTIFICATION

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Dated: April 1, 2019


Susan Ullery, City Clerk

CITY OF LOWELL

RESOLUTION – 15-19

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING A MAINTENANCE PROGRAM FOR THE RESURFACING OF AMITY ST. FROM MAIN ST. TO SUFFOLK ST. FUNDED BY THE TRANSPORTATION ECONOMIC DEVELOPMENT FUND CATEGORY B PROGRAM.

WHEREAS, the City of Lowell is applying for \$250,000.00 in funding through MDOT from the Transportation Economic Development Category B Program to construct a street resurfacing project on Amity St. from Main St. to Suffolk St., and,

WHEREAS, MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

NOW, THEREFORE, BE IT RESOLVED THAT, the City has authorized Michael Burns, City Manager, to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED THAT, the City attests to the existence of, and commits to, providing at least \$250,000 toward the construction costs of the project(s), and all costs for design, permit fees, administration costs, and cost overruns, and,

BE IT FURTHER RESOLVED THAT, the City commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category B Program funding.

Yeas: Devore, Canfield, Chambers, Salzwedel, Yankovich

Nays: _____

Absent: None

Abstain: _____

Motion: Approved

I, Amy Brown, Deputy City Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the City of Lowell at a regular City Council Meeting held on the 1st day of April, 2019.



Amy Brown, Deputy Clerk

City of Lowell

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

ORDINANCE NO. 19-01

**AN ORDINANCE TO AMEND 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**

Councilmember YANKOVICH supported by Councilmember CHAMBERS, 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 Ordinance of the City of Lowell is amended to amend the zone district classification of real property located at 2560 Bowes St. SE, Permanent Parcel No. 41-20-03-371-004, from its existing classification of I Industrial to PF Public Facilities.

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

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

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

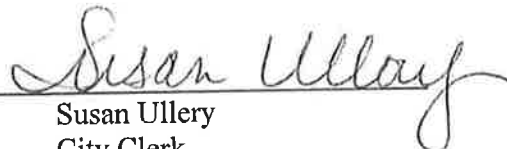
NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

ORDINANCE DECLARED ADOPTED.

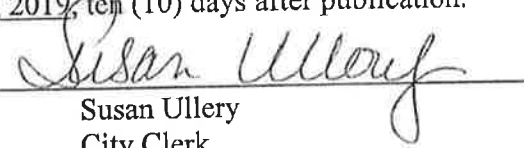
Dated: April 1, 2019


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 March 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 April 17, 2019. I further certify that the above ordinance was entered into the Ordinance Book of the City on April 27, 2019, and was effective April 27, 2019, ten (10) days after publication.

Dated: April 1, 2019


Susan Ullery
City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

AN ORDINANCE TO AMEND 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.

The Lowell City Council adopted Ordinance No. 19-01 amending Section 3.02, "District boundaries," of Chapter 3, "Zoning Districts – General," of Appendix A, "Zoning," of the Code of Ordinance of the City of Lowell on April 1, 2019. Ordinance No. 19-01 amends the zone district classification of real property located at 2560 Bowes St SE, Permanent Parcel No. 41-20-03-371-004 from its existing classification of I industrial District to PF Public Facilities District.

A copy of Ordinance 19-01 is available for inspection at City Hall, 301 East Main Street in the City during regular business hours of the City.

Ordinance No. 19-01 is effective 10 days after this publication.

Susan Ullery
City Clerk

04/12/2019 02:04 PM
User: LORI
DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
POST DATES 03/29/2019 - 04/12/2019
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 1/6

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-085.000	DUE FROM LIGHT & POWER	WILLIAMS & WORKS INC.	CONSULTING - MDOT APPLICA	686.00	72680
Total For Dept 000				686.00	
Dept 209 ASSESSOR					
101-209-860.000	TRAVEL EXPENSES	RASHID, JEFFREY	ASSESSING OFFICE EXPENSES	44.08	72670
101-209-955.000	MISCELLANEOUS EXPENSE	LOWELL LEDGER	ACCONT STATEMENT	121.92	72641
101-209-955.000	MISCELLANEOUS EXPENSE	RASHID, JEFFREY	ASSESSING OFFICE EXPENSES	135.10	72670
Total For Dept 209 ASSESS				301.10	
Dept 210 ATTORNEY					
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES - FAIRGROU	481.00	72655
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICE - REC MARIJ	555.00	72655
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES - RIVERSID	2,571.50	72655
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES - CHAMBER	333.00	72655
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	LEGAL SERVICES - GENERAL	3,200.50	72655
Total For Dept 210 ATTORN				7,141.00	
Dept 215 CLERK					
101-215-860.000	TRAVEL EXPENSES	ULLERY, SUSAN	MILEAGE/MEAL CLERKS CONFE	78.64	72678
101-215-864.000	CONFERENCES & CONVENTIONS	ULLERY, SUSAN	MILEAGE/MEAL CLERKS CONFE	4.99	72678
101-215-900.000	PRINTING	LOWELL LEDGER	ACCONT STATEMENT	620.85	72641
Total For Dept 215 CLERK				704.48	
Dept 253 TREASURER					
101-253-801.000	PROFESSIONAL SERVICES	FLEX ADMINISTRATORS, INC.	MARCH 2019 ADMIN FEE	19.50	72658
Total For Dept 253 TREASU				19.50	
Dept 265 CITY HALL					
101-265-727.000	OFFICE SUPPLIES	SUPPLYGEEKS	OFFICE SUPPLIES	32.40	72645
101-265-740.000	OPERATING SUPPLIES	GERARD, LORI	CITY SUPPLIES	75.26	72659
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 3/27 -	390.00	72671
101-265-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	2,466.59	72642
Total For Dept 265 CITY H				2,964.25	
Dept 276 CEMETERY					
101-276-740.000	OPERATING SUPPLIES	BFG SUPPLY	CEMETERY SUPPLIES	34.52	72651
101-276-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	CEMETERY RESTROOM	90.00	72662
101-276-850.000	COMMUNICATIONS	DEJONG, DON	DEJONG PHONE FEB/MAR	70.00	72631
101-276-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	179.18	72642
Total For Dept 276 CEMETE				373.70	
Dept 301 POLICE DEPARTMENT					
101-301-626.000	REPORTS & FINGERPRINT FEE	STATE OF MICHIGAN	LIVE SCAN MARCH 2019	173.00	72674
101-301-743.000	AMMUNITION	KIESLER'S POLICE SUPPLY,	POLICE AMMUNITION	118.90	72663
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY	POLICE UNIFORMS	201.00	72643
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY	POLICE UNIFORM EMBLEMS	345.00	72643
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY	POLICE UNIFORM	134.50	72643
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY	POLCIE UNIFORM NAMEBAR	12.50	72643
101-301-930.000	R & M EQUIPMENT	A-E LOCK AND SAFE LLC	LPD DUPLICATE KEY	25.00	72629
101-301-930.000	R & M EQUIPMENT	NAPA AUTO PARTS	ACCOUNT STATEMENT	147.31	72668
101-301-931.000	R & M POLICE CARS	BETTEN BAKER	LPD FORD EXPLORER R & M	46.85	72650
101-301-955.000	MISCELLANEOUS EXPENSE	METRO HEALTH HOSPITAL	NEW OFFICER EMPLOYMENT	13.00	72666
101-301-955.000	MISCELLANEOUS EXPENSE	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	5.51	72649
101-301-960.000	SALVAGE EXPENSES	NAPA AUTO PARTS	ACCOUNT STATEMENT	8.99	72668
Total For Dept 301 POLICE				1,231.56	
Dept 336 FIRE					
101-336-985.000	FIRE COMMISSION PAYMENT	LOWELL AREA FIRE AUTHORIT	4TH QTR SERVICES	29,637.45	72647
Total For Dept 336 FIRE				29,637.45	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	BOUWHUIS SUPPLY, INC.	DPW TOWELS	260.34	72652

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Fund 101 GENERAL FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	11.94	72649
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	2,748.37	72630
101-441-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	277.90	72642
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	1,127.05	72642
101-441-930.000	REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	15.99	72677
101-441-955.000	MISCELLANEOUS EXPENSE	MICHIGAN MUNICIPAL LEAGUE	CLASSIFIED AD - MAINTENAN	213.36	72667
Total For Dept 441 DEPART				4,654.95	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	107.42	72630
101-747-920.000	CHAMBER UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	174.35	72642
Total For Dept 747 CHAMBE				281.77	
Dept 751 PARKS					
101-751-802.000	CONTRACTUAL	TRUGREEN	REC PARK FOOTBALL FIELD	126.69	72646
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	BURCH FIELD RESTROOM	135.00	72662
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	REC PARK RESTROOM	220.00	72662
101-751-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	384.73	72642
Total For Dept 751 PARKS				866.42	
Dept 757 SHOWBOAT					
101-757-920.000	SHOWBOAT UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	49.29	72642
Total For Dept 757 SHOWBO				49.29	
Dept 790 LIBRARY					
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 3/27 -	210.00	72671
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	981.71	72630
101-790-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	1,304.50	72642
101-790-930.000	REPAIR & MAINTENANCE	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	9.98	72649
Total For Dept 790 LIBRAR				2,506.19	
Dept 804 MUSEUM					
101-804-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	552.91	72630
101-804-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	249.73	72642
Total For Dept 804 MUSEUM				802.64	
Total For Fund 101 GENERA				52,220.30	
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	COLD PATCH FOR STREETS	599.20	72675
Total For Dept 463 MAINTEN				599.20	
Dept 474 TRAFFIC					
202-474-802.000	CONTRACTUAL	GR CITY TREASURER	TRAFFIC SIGNAL OCT 18-MAR	64.99	72660
Total For Dept 474 TRAFFI				64.99	
Dept 483 ADMINISTRATION					
202-483-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	STREET ASSET MGMT	699.75	72680
Total For Dept 483 ADMINI				699.75	
Total For Fund 202 MAJOR				1,363.94	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-740.000	OPERATING SUPPLIES	SUPERIOR ASPHALT, INC.	COLD PATCH FOR STREETS	599.20	72675
203-463-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	29.98	72677
203-463-802.000	CONTRACTUAL	WILLIAMS & WORKS INC.	CONSULTING - MDOT APPLICA	1,014.00	72680
203-463-930.000	REPAIR & MAINTENANCE	SELF SERVE LUMBER	ACCOUNT STATEMENT	64.45	72672
Total For Dept 463 MAINTEN				1,707.63	
Dept 483 ADMINISTRATION					
203-483-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	STREET ASSET MGMT	699.75	72680
Total For Dept 483 ADMINI				699.75	

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Fund 203 LOCAL STREET FUND					
		Total For Fund 203 LOCAL		2,407.38	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	15.96	72677
248-463-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	20.87	72649
248-463-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	527.29	72642
248-463-930.000	REPAIR & MAINTENANCE	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	2.99	72677
		Total For Dept 463 MAINT		567.11	
		Total For Fund 248 DOWNTOWN		567.11	
Fund 249 BUILDING INSPECTION FUND					
Dept 371 BUILDING INSPECTION DEPARTMENT					
249-371-802.000	CONTRACTUAL	PROFESSIONAL CODE INSPECT	INSPECTIONS FOR MARCH 201	1,386.00	72669
		Total For Dept 371 BUILDING		1,386.00	
		Total For Fund 249 BUILDING		1,386.00	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 751 PARKS					
260-751-740.000	OPERATING SUPPLIES	SELF SERVE LUMBER	ACCOUNT STATEMENT	51.14	72672
260-751-970.000	CAPITAL OUTLAY	EARTHWORM DOZING & EXCAVATION	SHOWBOAT REMOVAL	2,000.00	72657
		Total For Dept 751 PARKS		2,051.14	
Dept 758 DOG PARK					
260-758-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	45.79	72642
		Total For Dept 758 DOG PARK		45.79	
		Total For Fund 260 DESIGNATED		2,096.93	
Fund 351 GENERAL DEBT SERVICE (NON-VOTED BONDS)					
Dept 906 DEBT SERVICE					
351-906-991.000	PRINCIPAL	THE BANK OF NEW YORK MELL	LOWELL BLDG AUTH 2012 RFD	185,000.00	72676
351-906-995.000	INTEREST	THE BANK OF NEW YORK MELL	LOWELL BLDG AUTH 2012 RFD	58,772.51	72676
		Total For Dept 906 DEBT SERVICE		243,772.51	
		Total For Fund 351 GENERAL		243,772.51	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLA	ACCOUNT STATEMENT	601.93	72677
581-000-740.000	OPERATING SUPPLIES	BROWN, CASEY	SPRING CLEANUP DUMPSTER	295.00	72653
581-000-802.000	CONTRACTUAL	SCENIC EXPRESSIONS LLC	AIRPORT PLOWING	550.00	72644
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	806.56	72630
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	AIRPORT STREET LIGHT	25.92	72654
581-000-930.000	REPAIR & MAINTENANCE	SHADOW ENTERPRISES	AIRPORT R & M	1,049.16	72673
		Total For Dept 000		3,328.57	
		Total For Fund 581 AIRPORT		3,328.57	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	5,054.25	72642
		Total For Dept 000		5,054.25	
Dept 551 COLLECTION					
590-551-850.000	COMMUNICATIONS	VERIZON WIRELESS	ACCOUNT STATEMENT	20.01	72679
590-551-864.000	CONFERENCES & CONVENTIONS	BATCO, INC.	UTILITY LOCATOR CLASS	62.50	72627
		Total For Dept 551 COLLECTION		82.51	
Dept 552 CUSTOMER ACCOUNTS					
590-552-703.000	SALARIES-METER READS	BARTLETT, SANDY	MILEAGE /METER READS MARC	353.65	72628
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE /METER READS MARC	29.71	72628
		Total For Dept 552 CUSTOMER		383.36	
Dept 553 ADMINISTRATION					
590-553-995.000	INTEREST-BONDS	HUNTINGTON NATIONAL BANK	CAP IMP BOND - LOWELLMIGO	42,568.75	72635

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Fund 590 WASTEWATER FUND					
Dept 553 ADMINISTRATION					
		Total For Dept 553 ADMINI		42,568.75	
		Total For Fund 590 WASTE		48,088.87	
Fund 591 WATER FUND					
Dept 000					
591-000-632.000	METERED SALES-TOWNSHIP	LOWELL TOWNSHIP HALL	WATER OVERPAYMENT #2	5,103.33	72665
		Total For Dept 000		5,103.33	
Dept 570 TREATMENT					
591-570-740.000	OPERATING SUPPLIES	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	36.95	72649
591-570-743.000	CHEMICALS	ALEXANDER CHEMICAL CORP	WTP CHEMICALS	1,521.75	72648
591-570-743.000	CHEMICALS	ALEXANDER CHEMICAL CORP	TWP CHEMICALS	125.86	72648
591-570-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	5,005.12	72642
591-570-930.000	REPAIR & MAINTENANCE	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	103.17	72649
591-570-955.000	MISCELLANEOUS EXPENSE	LOWELL LEDGER	ACCONT STATEMENT	362.08	72641
		Total For Dept 570 TREATM		7,154.93	
Dept 571 DISTRIBUTION					
591-571-801.000	CROSS CONNECTIONS	HYDROCORP	CROSS CONNECTION FEB 2019	937.00	72661
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	ACCOUNT STATEMENT	20.00	72679
591-571-864.000	CONFERENCES & CONVENTIONS	BATCO, INC.	UTILITY LOCATOR CLASS	62.50	72627
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENT	136.19	72630
591-571-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	MARCH 2019 ELECTRIC	1,059.23	72642
591-571-930.000	REPAIR & MAINTENANCE	BERNARDS ACE HARDWARE	STATEMENT OF ACCOUNT	103.18	72649
591-571-970.000	CAPITAL OUTLAY	FERGUSON WATERWORKS	AUTO METER READER SOFTWAR	1,300.00	72632
		Total For Dept 571 DISTRI		3,618.10	
Dept 572 CUSTOMER ACCOUNTS					
591-572-703.000	SALARIES-METER READS	BARTLETT, SANDY	MILEAGE /METER READS MARC	353.65	72628
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE /METER READS MARC	29.70	72628
		Total For Dept 572 CUSTOM		383.35	
Dept 573 ADMINISTRATION					
591-573-995.000	INTEREST-BONDS	HUNTINGTON NATIONAL BANK	CAP IMP BOND - LOWELLMIGO	18,243.75	72635
		Total For Dept 573 ADMINI		18,243.75	
		Total For Fund 591 WATER		34,503.46	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-802.000	CONTRACTUAL	GRAND VALLEY METRO COUNCI	REGIS DUES APR-SEPT 2019	3,870.98	72634
636-000-802.000	CONTRACTUAL	DIGITAL OFFICE MACHINES,	POLICE COPY MACHINE CONTR	54.49	72656
636-000-986.000	COMPUTER DATA PROCESSING	KORE/HI COM, INC.	COMPUTER RELATED SERVICES	2,312.50	72664
636-000-986.000	COMPUTER DATA PROCESSING	KORE/HI COM, INC.	COMPUTER SERVICES	875.00	72664
636-000-986.000	COMPUTER DATA PROCESSING	KORE/HI COM, INC.	COMPUTER SERVICES - LPD	281.25	72664
636-000-986.000	COMPUTER DATA PROCESSING	KORE/HI COM, INC.	COMPUTER SERVICES	1,562.50	72664
		Total For Dept 000		8,956.72	
		Total For Fund 636 DATA P		8,956.72	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-741.000	FUEL	NAPA AUTO PARTS	ACCOUNT STATEMENT	22.00	72668
661-895-930.000	REPAIR & MAINTENANCE	LOWELL CHARTER TOWNSHIP	1/3 OF GENERATOR REPAIRS	202.83	72640
661-895-930.000	REPAIR & MAINTENANCE	BETTEN BAKER	GMC PICKUP 2013	248.23	72650
661-895-930.000	REPAIR & MAINTENANCE	NAPA AUTO PARTS	ACCOUNT STATEMENT	58.86	72668
		Total For Dept 895 FLEET		531.92	
		Total For Fund 661 EQUIPM		531.92	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-222.000	DUE TO COUNTY-CURRENT TAX	KENT COUNTY TREASURER	TAX DISBURSEMENT	20.78	72636
703-000-223.000	DUE TO LIBRARY	KENT DISTRICT LIBRARY	TAX DISBURSEMENT	4.49	72637

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Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-225.000	DUE TO SCHOOLS	LOWELL AREA SCHOOLS	TAX DISBURSEMENT	46.75	72639
703-000-228.009	DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAX DISBURSEMENT	19.26	72636
703-000-234.000	DUE TO INTERMED SCH DISTR	KENT INTERMEDIATE SCHOOL	TAX DISBURSEMENT	18.12	72638
703-000-235.000	DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	TAX DISBURSEMENT	5.68	72633
Total For Dept 000				115.08	
Total For Fund 703 CURREN				115.08	

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Fund Totals:					
			Fund 101 GENERAL FUND	52,220.30	
			Fund 202 MAJOR STREET FUN	1,363.94	
			Fund 203 LOCAL STREET FUN	2,407.38	
			Fund 248 DOWNTOWN DEVELOP	567.11	
			Fund 249 BUILDING INSPECT	1,386.00	
			Fund 260 DESIGNATED CONTR	2,096.93	
			Fund 351 GENERAL DEBT SER	243,772.51	
			Fund 581 AIRPORT FUND	3,328.57	
			Fund 590 WASTEWATER FUND	48,088.87	
			Fund 591 WATER FUND	34,503.46	
			Fund 636 DATA PROCESSING	8,956.72	
			Fund 661 EQUIPMENT FUND	531.92	
			Fund 703 CURRENT TAX COLL	115.08	
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				399,338.79	

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10735	A-E LOCK AND SAFE LLC	4791	LPD DUPLICATE KEY	25.00
TOTAL FOR: A-E LOCK AND SAFE LLC				25.00
00015	ALEXANDER CHEMICAL CORP	SLS 10079041	WTP CHEMICALS	1,521.75
		SLS 10079410	TWP CHEMICALS	125.86
TOTAL FOR: ALEXANDER CHEMICAL CORP				1,647.61
00045	BARTLETT, SANDY	3/20/2019	MILEAGE /METER READS MARCH 2019	766.71
TOTAL FOR: BARTLETT, SANDY				766.71
00046	BATCO, INC.	04/01/2019	UTILITY LOCATOR CLASS	125.00
TOTAL FOR: BATCO, INC.				125.00
00050	BERNARDS ACE HARDWARE	MARCH 2019	STATEMENT OF ACCOUNT	291.60
TOTAL FOR: BERNARDS ACE HARDWARE				291.60
10686	BETTEN BAKER	125325	GMC PICKUP 2013	248.23
		126680	LPD FORD EXPLORER R & M	46.85
TOTAL FOR: BETTEN BAKER				295.08
10441	BFG SUPPLY	1187063-00	CEMETERY SUPPLIES	34.52
TOTAL FOR: BFG SUPPLY				34.52
00065	BOUWHUIS SUPPLY, INC.	59946	DPW TOWELS	260.34
TOTAL FOR: BOUWHUIS SUPPLY, INC.				260.34
10532	BROWN, CASEY	8358	SPRING CLEANUP DUMPSTER	295.00
TOTAL FOR: BROWN, CASEY				295.00
10509	CONSUMERS ENERGY	2/26-3/26	ACCOUNT STATEMENT	5,333.16
		MARCH 2019	AIRPORT STREET LIGHT	25.92
TOTAL FOR: CONSUMERS ENERGY				5,359.08
00139	DEJONG, DON	4/5/19	DEJONG PHONE FEB/MAR	70.00
TOTAL FOR: DEJONG, DON				70.00

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00148	DICKINSON WRIGHT PLLC		
	1355166	LEGAL SERVICES - FAIRGROUNDS	481.00
	1355167	LEGAL SERVICES - RIVERSIDE PARK	2,571.50
	1355168	LEGAL SERVICES - CHAMBER LEASE	333.00
	1355169	LEGAL SERVICE - REC MARIJUANA	555.00
	1355170	LEGAL SERVICES - GENERAL	3,200.50
TOTAL FOR: DICKINSON WRIGHT PLLC			7,141.00
02035	DIGITAL OFFICE MACHINES, INC.		
	18459	POLICE COPY MACHINE CONTRACT	54.49
TOTAL FOR: DIGITAL OFFICE MACHINES, INC.			54.49
02538	EARTHWORM DOZING & EXCAVATING		
	3669	SHOWBOAT REMOVAL	2,000.00
TOTAL FOR: EARTHWORM DOZING & EXCAVATING			2,000.00
10673	FERGUSON WATERWORKS		
	0067437-1	AUTO METER READER SOFTWARE	1,300.00
TOTAL FOR: FERGUSON WATERWORKS			1,300.00
02218	FLEX ADMINISTRATORS, INC.		
	102196	MARCH 2019 ADMIN FEE	19.50
TOTAL FOR: FLEX ADMINISTRATORS, INC.			19.50
00711	GERARD, LORI		
	4/8/19	CITY SUPPLIES	75.26
TOTAL FOR: GERARD, LORI			75.26
01517	GR CITY TREASURER		
	19003877	TRAFFIC SIGNAL OCT 18-MAR 19	64.99
TOTAL FOR: GR CITY TREASURER			64.99
00225	GRAND RAPIDS COMMUNITY COLLEGE		
	3/16 - 3/31/19	TAX DISBURSEMENT	5.68
TOTAL FOR: GRAND RAPIDS COMMUNITY COLLEGE			5.68
00232	GRAND VALLEY METRO COUNCIL		
	2867	REGIS DUES APR-SEPT 2019	3,870.98
TOTAL FOR: GRAND VALLEY METRO COUNCIL			3,870.98
10740	HUNTINGTON NATIONAL BANK		
	3/18/19	CAP IMP BOND - LOWELLMIGO16	60,812.50
TOTAL FOR: HUNTINGTON NATIONAL BANK			60,812.50
02463	HYDROCORP		
	0051389-IN	CROSS CONNECTION FEB 2019	937.00
TOTAL FOR: HYDROCORP			937.00
00300	KENT COUNTY TREASURER		
	3/16 - 3/31/19	TAX DISBURSEMENT	40.04
TOTAL FOR: KENT COUNTY TREASURER			40.04

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00303	KENT DISTRICT LIBRARY		
	3/16 - 3/31/19	TAX DISBURSEMENT	4.49
TOTAL FOR: KENT DISTRICT LIBRARY			4.49
00302	KENT INTERMEDIATE SCHOOL DIST.		
	3/16 - 3/31/19	TAX DISBURSEMENT	18.12
TOTAL FOR: KENT INTERMEDIATE SCHOOL DIST.			18.12
02209	KERKSTRA PORTABLE, INC.		
	136756	CEMETERY RESTROOM	90.00
	137086	REC PARK RESTROOM	220.00
	137087	BURCH FIELD RESTROOM	135.00
TOTAL FOR: KERKSTRA PORTABLE, INC.			445.00
10627	KIESLER'S POLICE SUPPLY, INC		
	IN106438	POLICE AMMUNITION	118.90
TOTAL FOR: KIESLER'S POLICE SUPPLY, INC			118.90
10018	KORE/HI COM, INC.		
	29572	COMPUTER SERVICES	1,562.50
	29573	COMPUTER SERVICES	875.00
	29574	COMPUTER RELATED SERVICES	2,312.50
	29578	COMPUTER SERVICES - LPD	281.25
TOTAL FOR: KORE/HI COM, INC.			5,031.25
10181	LOWELL AREA FIRE AUTHORITY		
	21	4TH QTR SERVICES	29,637.45
TOTAL FOR: LOWELL AREA FIRE AUTHORITY			29,637.45
00562	LOWELL AREA SCHOOLS		
	3/16 - 3/31/19	TAX DISBURSEMENT	46.75
TOTAL FOR: LOWELL AREA SCHOOLS			46.75
10364	LOWELL CHARTER TOWNSHIP		
	101	1/3 OF GENERATOR REPAIRS	202.83
TOTAL FOR: LOWELL CHARTER TOWNSHIP			202.83
00330	LOWELL LEDGER		
	MARCH 2019	ACCONT STATEMENT	1,104.85
TOTAL FOR: LOWELL LEDGER			1,104.85
00341	LOWELL LIGHT & POWER		
	3/31/2019	MARCH 2019 ELECTRIC	17,905.00
TOTAL FOR: LOWELL LIGHT & POWER			17,905.00
00347	LOWELL TOWNSHIP HALL		
	APRIL 2019	WATER OVERPAYMENT #2	5,103.33
TOTAL FOR: LOWELL TOWNSHIP HALL			5,103.33
02513	METRO HEALTH HOSPITAL		
	4/9/2019	NEW OFFICER EMPLOYMENT	13.00
TOTAL FOR: METRO HEALTH HOSPITAL			13.00

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
POST DATES 03/29/2019 - 04/12/2019
BOTH JOURNALIZED AND UNJOURNALIZED
PAID - CHECK TYPE: PAPER CHECK

Page: 4/5

Vendor Code	Vendor Name	Description	Amount
	Invoice		
00414	MICHIGAN MUNICIPAL LEAGUE		
	19167	CLASSIFIED AD - MAINTENANCE WORKER	213.36
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			213.36
01499	NAPA AUTO PARTS		
	MARCH 2019	ACCOUNT STATEMENT	237.16
TOTAL FOR: NAPA AUTO PARTS			237.16
00468	NYE UNIFORM COMPANY		
	686185	POLICE UNIFORM	134.50
	687917	POLICE UNIFORMS	201.00
	688950	POLICE UNIFORM EMBLEMS	345.00
	689261	POLCIE UNIFORM NAMEBAR	12.50
TOTAL FOR: NYE UNIFORM COMPANY			693.00
10762	PROFESSIONAL CODE INSPECTIONS OF MI		
	5985	INSPECTIONS FOR MARCH 2019	1,386.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS OF MI			1,386.00
10130	RASHID, JEFFREY		
	MARCH 2019	ASSESSING OFFICE EXPENSES	179.18
TOTAL FOR: RASHID, JEFFREY			179.18
10378	RUESINK, KATHIE		
	010972/010973	CLEANING SERVICES 3/27 - 4/10	600.00
TOTAL FOR: RUESINK, KATHIE			600.00
10316	SCENIC EXPRESSIONS LLC		
	1669	AIRPORT PLOWING	550.00
TOTAL FOR: SCENIC EXPRESSIONS LLC			550.00
02575	SELF SERVE LUMBER		
	MARCH 2019	ACCOUNT STATEMENT	115.59
TOTAL FOR: SELF SERVE LUMBER			115.59
10269	SHADOW ENTERPRISES		
	1273	AIRPORT R & M	1,049.16
TOTAL FOR: SHADOW ENTERPRISES			1,049.16
10341	STATE OF MICHIGAN		
	551-536048	LIVE SCAN MARCH 2019	173.00
TOTAL FOR: STATE OF MICHIGAN			173.00
02473	SUPERIOR ASPHALT, INC.		
	58846	COLD PATCH FOR STREETS	1,198.40
TOTAL FOR: SUPERIOR ASPHALT, INC.			1,198.40
10514	SUPPLYGEEKS		
	OE-7241-1	OFFICE SUPPLIES	32.40
TOTAL FOR: SUPPLYGEEKS			32.40

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
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Vendor Code	Vendor Name	Description	Amount
	Invoice		
10489	THE BANK OF NEW YORK MELLON TRUST		
	4/2/2019	LOWELL BLDG AUTH 2012 RFDG	243,772.51
TOTAL FOR: THE BANK OF NEW YORK MELLON TRUST			243,772.51
10543	TRACTOR SUPPLY CREDIT PLAN		
	MARCH 2019	ACCOUNT STATEMENT	666.85
TOTAL FOR: TRACTOR SUPPLY CREDIT PLAN			666.85
10069	TRUGREEN		
	98267902	REC PARK FOOTBALL FIELD	126.69
TOTAL FOR: TRUGREEN			126.69
00646	ULLERY, SUSAN		
	4/11/19	MILEAGE/MEAL CLERKS CONFERENCE MT PLEASANT	83.63
TOTAL FOR: ULLERY, SUSAN			83.63
02277	VERIZON WIRELESS		
	MARCH 2019	ACCOUNT STATEMENT	40.01
TOTAL FOR: VERIZON WIRELESS			40.01
00692	WILLIAMS & WORKS INC.		
	87579	CONSULTING - MDOT APPLICAITON/L&P EASEMENT	1,700.00
	87582	STREET ASSET MGMT	1,399.50
TOTAL FOR: WILLIAMS & WORKS INC.			3,099.50
TOTAL - ALL VENDORS			399,338.79



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: April 10, 2019

TO: Michael Burns
City Manager

FROM: Rich LaBombard
Assistant City Manager

RE: JAVO Construction
Lowell Showboat VI
Construction Project Manager

As the Lowell Showboat VI project gets underway, the Showboat Committee has been working to ensure the proper professions and disciplines are involved in the development process to ensure the numerous complex components of such a large project are not overlooked. The Showboat Committee felt there was a need for an individual with expertise in construction supervision to be available as a resource and to provide guidance in the development phase of the project, but also to protect the City's interest during the construction phase. This individual would not be permitted to bid on the actual construction of the project, but would serve as the City's construction inspector and construction project manager.

Mr. Jim VanOverloop, owner of JAVO Construction of Hudsonville, was recommended for his expertise in commercial construction and his interest in working on complex and challenging projects. Mr. VanOverloop's role will be to assist with development of the project budget and once construction starts he will work closely with the general contractor to ensure the structure is built according to the design specifications.

I've requested several proposals from Mr. VanOverloop for the following services:

- General Contractor Bidding – Estimated \$10,400.00
- Interior Construction – Showboat Only – Estimated \$68,000.00

Funds for the professional services are available in the:

Showboat Project Fund – 260-751-740-PK1701

I recommend the City Council accept JAVO Construction's proposal to provide Construction Project Management services for the Lowell Showboat VI Project for an estimated total sum of \$78,400, subject to the formulation of an Agreement where content is approved by the City Manager and form approved by the City Attorney, whereby signed by the Mayor and City Clerk to sign on behalf of the City.

JAVO Construction, L.C.
5501 40th Ave.
Hudsonville, MI 49426
Cell: 299-2905
E-Mail: jimvo1950@yahoo.com

3/9/19

Lowell Show Boat
Project Manager Proposal

Bidding for General Contractor July - September

13 Weeks = 65 days x 2 hours/day = 130 hours x \$80/hour = \$10,400.00

Construction of Interior, October – May

34 weeks = 170 days x 5 hours/day = 850 hours x \$80/hour = \$68,000.00

I know of no other way to make a guess.

I don't think it will take that many hours, so this is starting point.

To be fair for all, I will only bill the actual hours.

Jim Van Overloop



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: April 10, 2019

TO: Michael Burns
City Manager

FROM: Rich LaBombard
Assistant City Manager

RE: Lowell Showboat VI
Steel Structure Fabrication

The Department of Public Works requested quotes from qualified firms with the necessary skills and resources to fabricate the steel structure of the new Lowell Showboat VI. The City requested bidders to provide a cost for all material, fabrication labor, modularization of the structure to make it transportable, epoxy painting, transportation to Lowell, installation into the Flat River, and required bonding. Several vendors were contacted directly to increase interest in the project; however, only one bid was received. The following is a summary of the bid response received:

- Moran Iron Works, Onaway, MI - \$1,497,920.00

Upon review of the material costs and labor requirements, the sole bid received was determined to be in line with the services requested. Funds for the fabrication of Lowell Showboat VI are available from grant funds received for the Showboat Construction Project.

Funds are available in the following account: 260-751-740-PK1701.

A representative from Moran Iron Works is available to discuss project scope and project schedule as well as any other questions from City Council.

I recommend City Council accept the bid of \$1,497,920.00 and award the fabrication of the Lowell Showboat VI project to Moran Iron Works of Onaway, MI, subject to the formulation of an Agreement where content is approved by the City Manager and form approved by the City Attorney, whereby signed by the Mayor and City Clerk to sign on behalf of the City.



Modular Metal Solutions for Generations

P.O. Box 732 11739 M-68/33 Onaway, MI 49765 Phone: 989-733-2011 sales@moraniron.com www.moraniron.com

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

4 April 2019
Moran Iron Works, Inc.
Proposal Number Q-21246-01

Attn: City of Lowell – Mr. Rich LaBombard
RE: Lowell Showboat Fabrication

Dear Mr. LaBombard,

We are pleased to present this proposal for your consideration. Moran Iron Works, Inc. will provide material and labor to fabricate, deliver, and install (1) 30' x 110' Showboat in Lowell, MI.

Included in this proposal:

- All materials and labor to fabricate (1) Steel 30' x 110' Showboat per C. Fly Marine Services Design
- All plate material to be ABS Grade A
- All structural material to be ABS Grade A
- All steel surfaces to be blasted and coated per proposed coating schedule below
- Decks to be coated with gray non-skid epoxy
- Showboat "barge" to be provided in (4) modular sections (ea. approx. 15' x 55'), each able to float individually and joined together once launched.
- (1) Paddle Wheel with electric motor rotation for appearance only (no propulsion)
- Showboat provided as steel shell with no windows, doors, elevators, or any other finish work, carpentry, electrical, plumbing, or equipment other than listed
- All welding in conformance with AWS D1.1
- 100% visual inspections of all welds
- Delivery of the project per drawing to the project site via truck
- All onsite labor and equipment for erection of showboat including cranes, manlifts, welders, and misc. equipment
- Site to be cleaned-up to existing condition prior to MIW work beginning

Proposed Coatings (All coatings to be Sherwin Williams Products):

Hull Below Water line

- Primer: Seaguard® 6100 High Solids Marine Epoxy Coating
- Topcoat: Semi-Gloss Ablative Anti Foulant Black

Hull Above Water line

- Primer: Sher-Glass Glass Epoxy
- Topcoat: Acrolon Acrylic Polyurethane

Steel/Ferrous Metal

- Primer: SeaGuard® 5000 HS Epoxy Coating
- Topcoat: Acrolon Acrylic Polyurethane

Inside of "barge" sections to be primed only





To be Provided by City of Lowell:

- Onsite facilities (potable water, restrooms, and electrical hookup)
- All Permits
- All fabrication and assembly drawings, DXF files, EJE files, from C. Fly Marine Services
- Any required site preparation (removal of overhead utilities, light posts, etc.)
- Provision of work area and laydown area for job trailer, staging, erection, and launching of showboat
- Security of jobsite

Not included in this proposal:

- Any ABS Classing/fees, ABS inspections or USCG inspections
- Any dredging
- Any fabrication, assembly, engineering or engineer stamped drawings
- Any testing or inspections other than the procedures noted above
- Any provisions for storage of completed components
- Any applicable state or local sales tax
- Anything not listed as included in this proposal

Pricing (Based on receipt of purchase order on or before 4/17/2019):

Your price fabricated, delivered, and installed would be

\$1,497,920.00

(No Sales or Other Taxes included)

Please note: Due to the current volatility of both the steel and trucking markets, material will be subject to an updated quote at time of purchase, and delivery will be subject to any price increases at time of shipment.

Total Project Minimum Weight:

Total fabricated weight of project

261,915 lbs.

(Weights assumed and derived from drawings and documents provided)

Any additional weight over and above that which is quoted herein will be subject to additional unit pricing

Schedule (after receipt of order and all complete information):

- Allow up to 6-8 weeks for completion of detailed shop drawings, dependent on C. Fly Marine Services
- Allow up to 6-8 weeks for material purchase
- Allow up to 14-16 weeks for fabrication
- Allow up to 3-4 weeks for modularization/field erection

Please note, above schedule indicates concurrent and overlapping time frames; above outline is not consecutive.

Anticipated delivery schedule: 29-33 weeks after receipt of order and all complete information

This schedule may be amended as project requirements dictate

Additional Terms and Conditions:

- All material, rentals, outside labor and equipment required but not included in the base bid, will be billed at our cost including freight plus 20%
- Labor by Moran Iron Works' personnel for services required, but not included in the base bid will be billed as follows:
 - Shop labor, travel time, engineering and clerical \$77.00 per man hour
 - Shop labor, travel time, and engineering -overtime \$99.00 per man hour



Notes: A storage fee of 1.25% of purchased price per week will be applied to any raw or fabricated materials, which cannot be processed or delivered due to scheduling delays caused through no fault of our own.

-Our Terms: Net 30 Days - No Retainage
-Pricing valid until Wednesday, April 17, 2019
-Monthly progress invoicing

-Materials will be invoiced upon receipt at our facility
-Insurance certificates available upon request

By accepting this proposal, you agree to pay a late fee of 2% of the overdue balance on balances overdue by more than 30 days. You also agree to pay the costs of collecting overdue balances, including attorney fees.

Your acceptance of this proposal shall not be affected if it varies the terms hereof or proposes additional or different terms. Any such proposals shall be deemed to be rejected unless expressly approved by us in writing. You authorize us to proceed on the project and to do the work specified. All shipments and/or work performed shall be deemed to have been made pursuant to the terms hereof.

We are looking forward to your favorable review of this proposal and to working with you on this and future projects. If you have any questions, revisions or further requirements please do not hesitate to contact our Estimating Department.

Sincerely,

Kevin Pierpont
Project Estimator



1.0 Terms and Conditions of Agreement

- 1.1 Term of Agreement – The term of this Agreement begins upon signature by both parties and ends upon acceptance of the completed Scope of Work by the Contractor as described herein, unless terminated earlier in accordance with the Termination clause of this Agreement.
- 1.2 Termination of Agreement – City may terminate this Agreement for any or no reason prior to the expiration date by giving thirty (30) days' written notice to Contractor.
- 1.3 Representative and Authority – The City designates the City Manager and/or his designated representative as the City's Project Manager, with authority and responsibility for ordering the Scope of Work as authorized by the Agreement to be executed and for providing direction and communication to the Contractor. The City does not intend to provide personnel or equipment to assist with any phase of the project; however, the Project Manager will assist with decision making, facility access and any questions that may arise throughout the project.
- 1.4 Owner's Representative – The City has employed the services of an Owner's Representative who is skilled in boat operation, fabrication, and maintenance. The Owner's Representative may serve as the City's point of contact and coordinator during the fabrication process. The Owner's Representative will work closely with the City's Project Manager to coordinate the execution of the Agreement.
- 1.5 Contractor Services – Contractor shall provide to the City the services, products and supplies as described herein, subject to the terms and conditions set forth in this Agreement.
- 1.6 Service Standards - Contractor warrants to the City that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel. Contractor further warrants to City that all products and supplies used in conjunction with the services provided under this Agreement shall be new and of acceptable quality and quantity to the City.
- 1.7 Reporting and Review – Contractor shall report to City as required by this Agreement and also upon request. Contractor shall cooperate and confer with the City as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in conjunction with Contractor's services are subject to review and final approval by the City. City may review and inspect Contractor's activities during the term of the



Agreement. After reasonable notice to Contractor, City may review any of Contractor's internal records, reports or insurance policies.

- 1.8 Indemnification – To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the City and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demand and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the City, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.
- 1.9 Independent Contractor – To the fullest extent permitted by law, the parties agree that Contractor is an Independent Contractor; that Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the City for any purpose, and will not be entitled to any fringe benefits of the City, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the City against such liability.
- 1.10 Contractor Personnel – Contractor employees may be subject to an approved criminal background check prior to entering City property to perform work under this Agreement. Employees of Contractor must wear apparel or other means of identification while performing services under this Agreement.
- 1.11 Subcontracting – Contractor shall provide all services covered by this Agreement and will not subcontract, assign or delegate any of these services without written authorization from the City.



- 1.12 City Employees – Contractor shall not hire any City employee to perform any of the services covered by this Agreement without written authorization. The City's Owners' Representative shall not be hired to perform any services covered by this Agreement.
- 1.13 Default – In the event of default by the Contractor, City may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.
- 1.14 Endorsement Prohibited – Contractor shall not use in any form or medium the name of the City, or supportive documentation or photographs of City projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized by the City.
- 1.15 Compliance with Laws – Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act, Contractor agrees to protect, defend and indemnify City against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.
- 1.16 Nondiscrimination – Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.
- 1.17 Equal Opportunity Employer – In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.
- 1.18 Confidentiality – Contractor Acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the City, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without written authorization by the City.
- 1.19 Modifications – This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.



- 1.20 Changes to the Scope of Work – Should a change become necessary in the Scope of Work, a written Change Order signed by the City’s Project Manager shall be issued to document the requested change in work. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Substantial changes in the Scope of Work shall be documented as an Amendment to the Agreement.
- 1.21 Substitute Material – The Agreement, if awarded, will be on the basis of installed material described in the specifications and attachments without consideration of possible substitute or “or equal” items. If it is specified in the specifications that a substitute or equal item of material may be furnished or used by Contractor—if acceptable to the City, application of such acceptance will not be considered until the Agreement has been executed with the City.
- 1.22 Structural Changes – All changes of a structural nature or that may affect stability must be approved by the City’s engineer – C. Fly Marine, Inc. of Baton Rouge, Louisiana – in writing and a copy must be submitted to the City’s Project Manager.
- 1.23 Efficiency – Contractor shall coordinate the ordering, delivery, and installation of the material in a manner that is efficient and least disruptive. Contractor shall provide experienced staff to perform the work.
- 1.24 Work Hours – On site work may be performed from the hours of 6:30 a.m. until 5:00 p.m. Monday thru Friday, excluding any observed holidays. Alternate work schedule requests shall be submitted in writing by the Contractor for approval by the Project Manager.
- 1.25 Clean up – All debris must be removed upon completion of project. Contractor shall utilize their own dumpster or haul the material off site and dispose of in a legal and proper manner. Work site shall be restored to same or better condition upon completion of the project.
- 1.26 ADA Standards – All work shall be done in accordance with American with Disability Act (ADA) standards where applicable.
- 1.27 Safety Requirements – Failure to observe safety requirements may result in termination of the Agreement.
- 1.28 Pedestrian Safety – The Contractor shall be responsible for all safe pedestrian management and traffic management around the work site, including fencing,



barricading and lane closures if necessary, and shall submit a public safety plan prior to the beginning of the work.

- 1.29 Site Safety – The Contractor is solely responsible for protection of their work from vandalism or damage until the project is accepted by the City. Any damage to the project shall be replaced / repaired at no expense to the City.
- 1.30 Conditions of Work – Each Contractor must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of the Agreement.
- 1.31 Laws and Regulations – The Contractor’s attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though therein written out in full.
- 1.32 Regulatory Bodies – The barge shall comply with all the applicable laws of the United States and the requirements of the various regulatory bodies and rules listed below in force at the time of delivery insofar as they may have jurisdiction.
 1. American Bureau of Shipping (ABS)
 2. American Society of Testing & Materials (ASTM)
 3. American Welding Society (AWS)
 4. International Organization for Standardization (ISO)
- 1.33 Notice to Proceed – When the City gives Notice of Proceed to the successful Contractor, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Agreement documents. Within twenty (20) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to the City with all other Agreement documents attached and signed as required, together with the required bonds, evidence of insurance, city licenses and work authorization affidavit and documentation. Within ten (10) days thereafter City will deliver all fully signed counterparts to Contractor. The City may issue a Notice to Proceed with, or at any time, after delivery of signed counterparts to Contractor.
- 1.34 Permits – All necessary permits are the responsibility of the Contractor.



- 1.35 Acceptance - The City shall not take delivery of the project until all phases as described in the Agreement are completed. It is the Contractor's responsibility to properly protect and insure the project until such time as the completed project is accepted by the City in writing.
- 1.36 Binding Effect – This Agreement is binding upon and shall inure to the benefit of the City and Contractor and their respective legal representatives, successors and authorized assigns.
- 1.37 Waiver – No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute to, waiver of, or excuse from any different or subsequent breach.
- 1.38 Counterparts – This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 1.39 Severability – If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.
- 1.40 Section Titles – Section titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.
- 1.41 Choice of Law and Forum – This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of the Agreement is in Kent County, Michigan.
- 1.42 Royalties and Patents – Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the City and its officers, agents, servants, and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the



Agreement, including its use by Contractor and/or Contractor's subcontractors and agents.

- 1.43 Debarment or Suspension Status – In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into Agreements, or in receipt of a notice of proposed debarment from any State agency or local public body.
- 1.44 Conflicts of Interest – In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor will immediately inform City regarding same.
- 1.45 Anti-Collusion Statement – In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other Contractors and has not colluded with any other Contractor, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.
- 1.46 Entire Agreement – The Terms and Conditions, including and incorporating any requests for proposals, exhibits, or attachments, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern.

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

2.0 Progress Clause

- 2.1 Pre-Construction Meeting - Prior to commencement of the Scope of Work, representatives of the City and the Contractor shall hold a meeting in which the Contractor's plan of operations and the schedule for the work shall be reviewed and agreed upon. This meeting shall cover general coordination of the work, and clarification of any questions the Contractor may have on any of the requirements within this Agreement. The City will issue the selected Contractor a written Notice to



Proceed following the pre-construction meeting. Until receipt of this Notice, the Contractor shall not incur any construction costs under the Agreement.

Subcontractors, as identified in the proposal, are recommended to be at the scheduled meeting if subcontractors work items materially affect the work schedule. The City of Lowell will arrange the time and place for the meeting.

- 2.2 Commence Work - Contractor must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within an agreed upon timeframe thereafter.
- 2.3 Schedule of Agreement – A mutually agreeable schedule for completion of the work shall be as agreed upon between the City and the Contractor prior to commencement of the Work. Changes to the schedule may be mutually agreed upon in advance, in writing between the City and the Contractor at any time during the performance of the work. A proposed schedule is as follows:
 1. Contractor may not start the work until December 14, 2018
 2. Completion of the project is required by June 14, 2019
 3. Contractor shall have a total of six (6) months to complete the work once the work has commenced.
 4. The City shall not take delivery until after March 31, 2019
 5. Liquidated Damages of \$100 per calendar day shall be imposed if the Contractor does not complete the work within the timeframe agreed upon.
- 2.4 Progress Visits – For offsite fabrication, the Contractor must accommodate authorized representatives of the City to make a prearranged progress visit.
- 2.5 The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates that these work items will be controlling operations. When specified in the bidding proposal, the date the project is scheduled for completion shall be included in the project schedule.
- 2.6 If the bidding proposal specifies other controlling dates, these shall also be included in the Progress Schedule.
- 2.7 Failure on the part of the Contractor to carryout out the provisions of the Progress Schedule, as established, may be considered sufficient cause to prevent bidding future projects until a satisfactory rate of progress is again established.



3.0 Deliverables

- 3.1 Warranty Documents – As a conditions of acceptance of the completed project, the Contractor shall furnish the following warranties:
1. The manufacturer hereby warrants the whole project for a period of one (1) year from delivery. Contractor will, at their own expense, and without any cost to the City, replace all parts failures and make all repairs, including labor and transportation costs, that may be required or are made necessary by reason of defective design, material or workmanship. Any defects found during warranty period, in workmanship, design, material, or finishes shall be corrected in all units without regard to warranty period.
 2. A concurrent one (1) year warranty against latent defects shall be provided.
 3. Contractor shall provide the warranty documentation of any parts and installed equipment, if applicable.
 4. Contractor shall deliver all warranty material and documentation to the City upon acceptance of the project.
- 3.2 Maintenance Plan - After completion of work, the Contractor shall submit to the Project Manager the manufacturer's printed maintenance recommendations, including methods and frequency recommended for maintaining the product in optimum condition.

4.0 Insurance

- 4.1 Insurance Requirements – Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this section. Contractor shall maintain the required insurance for the full duration of this Agreement.
- 4.2 Acceptability – Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A. Contractors must provide written verification of their insurer's rating.
- 4.3 Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the City in sufficient time before



work commences to permit Contractor to remedy any deficiencies. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. All policies should contain 90-day cancellation or material change clause.

- 4.4 Reduction in coverage – Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the City. Contractor shall be responsible to City for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of the Contractor. All deductibles and self-insured retentions are the responsibility of the Contractor.
- 4.5 Subcontractor Coverage - Use of subcontractors must be approved by the City. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each subcontractor in a manner and in such time as to permit the City to approve them before sub-contractors' work begins. All coverages for subcontractors shall be subject to all of the requirements stated above.
- 4.6 Indemnification - Contractor shall indemnify the City for any claims resulting from the performance or non-performance of the Contractor's subcontractors and/or their failure to be properly insured.
- 4.7 The Contractor must provide a certificate(s) of insurance prior to commencing any work and list the City of Lowell and C. Fly Marine Services, as an additional insured(s). Certificate must include name and address of the insurance company authorized to conduct business within the State of Michigan, policy number, and liability coverage and amounts, as follows.
 1. Commercial General Liability – Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$2,000,000 per occurrence and annual aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions:
 - Contractual Liability
 - Products and Completed Operations
 - Independent Contractors Coverage



- Broad Form General Liability Extensions or equivalent, if not already included
 - Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 3. Workers' Compensation: Contractor shall procure and maintain not less than \$1,000,000 per accident for Bodily Injury or Disease (see Longshore and Harbor Worker's Compensation Act) during the life of the Agreement, Worker's Compensation Insurance, including Employer's Liability Coverage either in accordance with all applicable statutes of the State of Michigan.
 4. Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "City of Lowell all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming the City of Lowell as additional insured, coverage afforded is considered to be primary and any other insurance City of Lowell may have in effect shall be considered secondary and/or excess.
 5. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Lowell, City Clerk, 301 E. Main Street, Lowell, Michigan 49331." If any required insurance expires or is cancelled during the term of this Agreement, services and related payments will be suspended and City may terminate the Agreement immediately.
- 4.8 Proof of Insurance Coverage: Upon execution of this Agreement and at least (10) business days prior to commencement of services under the Agreement, Contractor shall provide City with a copy of their Worker's Compensation, Commercial Liability and



Vehicle Liability certificates of insurance evidencing the required coverage and endorsements.

- 4.9 Should the need arise, City reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a certified copy.
- 4.10 No payments shall be made to Contractor until current certificates of insurance have been received and approved by the City. If any of the above coverages expire during the term of the Agreement, Contractor shall deliver renewal certificates to City at least ten (10) days prior to the expiration date.
- 4.11 Risk of Loss or Damage: Risk of loss or damage to City property in the care of the Contractor shall be borne by the Contractor.
- 4.12 The General Liability and Automobile policies are to contain, or be endorsed to contain, the following provisions:
 - The City, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
 - For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
 - Each insurance policy required by Agreements shall be endorsed that coverage shall not be cancelled or materially changed, except as stated in the bid specs.
 - Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of Contract by the Contractor.



5.0 Payment

- 5.1 The City shall pay the Contractor for services described in this RFP based on the pricing provided by the Contractor in the Cost Proposal.
- 5.2 Pricing shall be firm throughout the project.
- 5.3 The City shall not advance funds or purchase materials in order to execute the project.
- 5.4 Payments to the vendor shall be made as progressive payments based on a timeline of scheduled deliverables as outlined in this RFP. An example of such a schedule is as follows:
 - 1. Letter of Commitment and Notice to Proceed – 30%
 - 2. Test Assembly – 30%
 - 3. Delivery – 20%
 - 4. Launch of the barge – 10%
 - 5. Acceptance of the project – 10%
- 5.5 Retainage – With each payment, ten percent (10%) will be withheld until the final payment.
- 5.6 The City of Lowell is exempt from Federal Excise and State Sales Taxes. The City's Federal Tax ID number is: 38-6007187.



This AGREEMENT made on the 4th day of April 2019, by and between the City of Lowell, 301 E. Main Street, Lowell, Michigan, part of the first part, hereinafter called the "City" and

Moran Iron Works, Inc.
P.O. Box 732
11739 M-68/33
Onaway, MI 49765

party of the second part, hereinafter called the "Contractor."

WITNESSETH, that the City and the Contractor, for the considerations hereinafter mentioned, agree as follows:

ARTICLE I – THE AGREEMENT

The following shall be deemed to be part of this Agreement:

- a) Advertisement for Bids
- b) Request for Proposal – Lowell Showboat Fabrication Project
- c) Attachments
- d) The Contractor's proposal including any Addendums
- e) Terms and Conditions of Agreement
- f) Required Performance and Labor and Material Bonds
- g) All Provisions required by law to be inserted in this Agreement whether actually inserted or not
- h) All Standard Construction Specifications
- i) Supplemental and Special Specifications as listed below
 - a. SPECIAL PROVISIONS
 - b. Project drawings and standard details listed below:
 - i. The Lowell Showboat



ARTICLE II – SCOPE OF WORK – SUBJECT MATTER

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the work shown on the drawings and described in the specification for the project entitled:

Lowell Showboat VI Fabrication Project

all in accordance with the requirements and provision of the Agreement. The Contractor likewise agrees to do all incidental and appurtenant work in connection therewith.

ARTICLE III – TIME OF COMPLETION

The work to be performed under this Agreement shall be commenced within seven (7) calendar days after the award of this Agreement or as specified in the Specifications as provided herein or as approved by the City or their authorized representative. Substantial Completion Date(s), other Interim Completion Dates, and the Final Completion Date shall be as provided on the Bid Form and/or in the Special Specifications as provided herein. Should the Contractor be obstructed or delayed in the prosecution or completion of the work by any act, neglect or default of the City then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City or its authorized representative.

ARTICLE IV – LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for non-completion of the work aforesaid, within the time herein before stipulated for its completion, the sum(s) as provided in the Bid Form and/or the Specifications for each calendar day by which the Contractor shall fail to achieve completion of the work or any part thereof in accordance with the provisions herein, and such liquidated damages shall not be considered as a penalty.

ARTICLE V – THE CONTRACT SUM

The City agrees to pay and the Contractor agrees to accept the sum of One million four hundred ninety seven, nine hundred twenty dollars (\$1,497,920.00) the amount named in the Proposal, as full compensation for all labor, supervisions, equipment, materials and incidental expense required in executing all the work contemplated in this Agreement, including also all loss of damage arising out of the nature of the work or from the action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same or from other causes of every description connected with the work.



It is further agreed that the sum named may be increased or decreased in accordance with the units of work actually completed at the Contract unit prices, and may be increased by the addition of items or work not included in the proposal items.

ARTICLE VI – COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of and shall at all times comply with all local, state and federal laws, rules and regulations applicable to this Agreement and the work to be done hereunder.

ARTICLE VII – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment, to be employed in performance of this Agreement, with respect to hire, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, creed, color, religion, national origin, age, sex, height, weight or marital status. Breach of this covenant may be regarded as a material breach of the Agreement (Act 453, P.A. 1976). The Contractor further agrees to require similar provisions from any subcontractors.

The Contractor further agrees to review or examine with the City, relevant employment data and other information pertaining to its hiring practices. The Contractor further agrees that he or she shall require similar covenants from all subcontractors under this Agreement.

ARTICLE VIII – BOND OF CONTRACTOR

The Contractor shall provide sufficient security by bond to guarantee the faithful performance of the work, including the guarantee provided in the Request for Proposal, and the payment by the Contractor of all subcontractors and payment for all labor performed and material and supplies furnished.



IN WITNESS WHEREOF, the parties hereto have set their hands thereto as of the day and year first written above.

City of Lowell, Michigan

_____ (Seal)

Contractor

_____ (Seal)



LOWELL CITY COUNCIL

MEMORANDUM

DATE: April 11, 2019

TO: Mayor Devore and the Lowell City Council

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

RE: Future Water and Sewer Agreement with Lowell Township

This past fall, I discussed with the City Council the idea of a possible Water and Sewer Authority with Lowell Township. We have had some discussions with Lowell Township regarding future possibilities for the system as growth in the Township will eventually exceed the growth in the City limits.

We have done some research regarding possibilities but we need some assistance in continuing to facilitate this discussion. After a meeting in January with Lowell Township regarding their water and sewer rates, we kind of reached a sticking point on how to proceed. After further discussion, we believed it might be in the best interest of both communities to bring in a facilitator to assist us in how we this relationship will continue.

With the assistance of Jeff Sluggett (Lowell Township Attorney) and Dick Wendt, we discussed some possible facilitators who have experience in joint water and sewer agreements. It was best believed that retired East Grand Rapids City Manager might be best to assist us with this process. A few weeks back, Jerry Hale and I met with Brian Donovan regarding this. We think he will be an asset in helping us move this forward expeditiously as there are some significant growth opportunities in the Township. Mr. Donovan has agreed to assist us.

Mr. Donovan has agreed to a consulting fee of \$150 per hour plus \$.58 per mile from his home in East Grand Rapids. This cost would be equally split between both Lowell Township and the City of Lowell. Both Jerry and I think we would only need a few meetings of facilitation. While taking a conservative approach, I set a limit of no more than 40 hours for this task. As part of this discussion, Jerry will bring along two other township representatives to this discussion and I would bring along two other City representatives. Rich LaBombard and I would be the two staff people involved in this and we would like one representative from the City Council to be involved in the discussion.

I recommend the Lowell City Council enter into an agreement with Brian Donovan to assist us and Lowell Township in developing our future water and sewer agreements with Lowell Township at a cost not to exceed \$6,000 which will be split equally between the City of Lowell and Lowell Township.

Mike Burns

From: Brian Donovan <donovan.brian11@gmail.com>
Sent: Monday, April 08, 2019 12:13 PM
To: supervisor@twp.lowell.mi.us; Mike Burns
Subject: Consulting Fee

Jerry & Michael,

I am interested in joining you both to help create a water/sewer authority. I will charge \$150 per hour for meeting time and for research time that I spend. Travel to and from meetings will be at \$0.58 cents per mile. I will not charge for my per hour travel time.

Billing will be monthly and I can bill the city half and the township half.

Let me know if you have any questions.

Brian Donovan

Sent from my iPad

LOWELL CITY COUNCIL

MEMORANDUM



DATE: April 11, 2019

TO: Mayor Devore and the Lowell City Council

FROM: Michael T. Burns, City Manager 

RE: Purchasing Policy

At our last City Council meeting, the City Council approved a revision to our purchasing policy. While it was approved, there was a question on the amount of difference we would grant City of Lowell bidders when determining local preference. There was a belief that Lowell Light and Power's difference was 15 percent. At the time, I informed the Council I would review this and respond.

I was able to review Lowell Light and Power's local preference policy and it states the following; "Preference shall be given to vendors located within the Lowell Light & Power service area whenever possible. When there are justifiable price differences, however, bids from vendors located outside the Lowell Light and Power service area may be selected over a bidder within." There is no percentage difference in their policy.

I would recommend the City policy mirror this policy as much as possible. The language I would suggest for our policy is; "Preference shall be given to vendors located within the City of Lowell whenever possible. When there are justifiable price differences, however, bids from vendors located outside the City of Lowell may be selected over a bidder within."

Being that each bid process is different and costs for items are significantly different in each circumstance, I would suggest going away from a percentage. 3 percent or 15 percent on a \$1,000 item is significantly different than 3 percent or 15 percent on a \$1 Million dollar project. The proposed language gives management flexibility to make sound judgement in making a recommendation on this preference. In the instance the City Administration makes a recommendation not using a local vendor, the City Council still has the ability to go against the manager's recommendation in these instances, if they don't agree with the City Manager's assessment of the bid.

I am recommending the proposed language change to the local preference section of the City Purchasing Policy. If approved I will add to the purchasing policy.

Lowell Light and Power

Customer Account, Billing and Administrative Policies

Policy 5-15

Subject: Procurement

Policy:

The General Manager shall ensure that the methods and process used in procuring goods and services shall be open, competitive, timely, fair, efficient, and conducted in a cost effective manner.

The process of selecting and purchasing supplies, equipment and services shall be conducted using appropriate methods to ensure that the utility will receive the best value considering:

- A. Highest quality goods and services
- B. Suitability to the need
- C. Total acquisition cost
- D. Completion/delivery time requirements
- E. Required quantities

The Manager shall not fail to use appropriate methods including soliciting and considering alternative products and services from alternative qualified competitive vendors except in circumstances when seeking competitive quotes, proposals or bids is impractical or unjustifiable due to:

- A. The limitation of qualified vendors serving the market or products meeting the specific requirements.
- B. Reasonable uncertainty that competitive vendors can be relied upon to meet the required delivery or project schedules.
- C. Known or perceived disparities in the skill, knowledge, integrity, experience, judgment or performance of specific vendors.
- D. The existence of specialized requirements, including fit, function, size, weight, specification, durability or compatibility for the intended purpose.

Lowell Light and Power

- E. Known and meaningful material differences in quality, performance, repair history, reputation, warranty, contract terms, reliability, customer support or compatibility of the product or service.
- F. The additional administrative time and related costs (for the comparative/ competitive process) would be unjustified and foreseeably exceed any material savings that may be gained.

The purchase of any product or service with a cost in excess of \$50,000 for budgeted and/or approved projects (derived from and correlates to approximately .60% of FY 2019's budgeted revenue) or \$25,000 for discretionary purchases/items (derived from and correlates to approximately .30% of FY 2019's budgeted revenue) shall be considered and approved by the Board of Light and Power unless obtaining such board approval will cause an unacceptable delay and a failure to comply with the time requirement for delivery or project completion. The manager shall inform the board chair in advance of any approving such urgent purchases without board approval.

The two spending authority levels described in the previous paragraph will be reviewed annually after the upcoming fiscal year's budget has been approved by the LL&P Board and City Council. If budgeted revenue significant changes (up or down) from the previous fiscal year, the LL&P staff and Board will use the same methodology (.60% and .30% of budgeted revenue) to recalculate the spending authority levels with final approval needed by the City Council.

Preference shall be given to vendors located within the Lowell Light & Power service area whenever possible. When there are justifiable price differences, however, bids from vendors located outside the Lowell Light and Power service area may be selected over a bidder within.

Revised June 4, 2009

Revised January 8, 2015

BOND DEBT SERVICE

City of Lowell, Michigan
2019 Unlimited Tax General Obligation Bonds
Scenario 1 :: Street Improvements | \$1 Million Bond Issue | 15 Years | No Growth
Preliminary, Estimated Interest Rates as of November 20, 2018

Assumed Dated Date 04/01/2019
Assumed Delivery Date 04/01/2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2019			18,750.00	18,750.00	
04/01/2020	50,000	3.750%	18,750.00	68,750.00	
06/30/2020					87,500.00
10/01/2020			17,812.50	17,812.50	
04/01/2021	55,000	3.750%	17,812.50	72,812.50	
06/30/2021					90,625.00
10/01/2021			16,781.25	16,781.25	
04/01/2022	55,000	3.750%	16,781.25	71,781.25	
06/30/2022					88,562.50
10/01/2022			15,750.00	15,750.00	
04/01/2023	55,000	3.750%	15,750.00	70,750.00	
06/30/2023					86,500.00
10/01/2023			14,718.75	14,718.75	
04/01/2024	60,000	3.750%	14,718.75	74,718.75	
06/30/2024					89,437.50
10/01/2024			13,593.75	13,593.75	
04/01/2025	60,000	3.750%	13,593.75	73,593.75	
06/30/2025					87,187.50
10/01/2025			12,468.75	12,468.75	
04/01/2026	65,000	3.750%	12,468.75	77,468.75	
06/30/2026					89,937.50
10/01/2026			11,250.00	11,250.00	
04/01/2027	65,000	3.750%	11,250.00	76,250.00	
06/30/2027					87,500.00
10/01/2027			10,031.25	10,031.25	
04/01/2028	70,000	3.750%	10,031.25	80,031.25	
06/30/2028					90,062.50
10/01/2028			8,718.75	8,718.75	
04/01/2029	70,000	3.750%	8,718.75	78,718.75	
06/30/2029					87,437.50
10/01/2029			7,406.25	7,406.25	
04/01/2030	75,000	3.750%	7,406.25	82,406.25	
06/30/2030					89,812.50
10/01/2030			6,000.00	6,000.00	
04/01/2031	75,000	3.750%	6,000.00	81,000.00	
06/30/2031					87,000.00
10/01/2031			4,593.75	4,593.75	
04/01/2032	80,000	3.750%	4,593.75	84,593.75	
06/30/2032					89,187.50
10/01/2032			3,093.75	3,093.75	
04/01/2033	80,000	3.750%	3,093.75	83,093.75	
06/30/2033					86,187.50
10/01/2033			1,593.75	1,593.75	
04/01/2034	85,000	3.750%	1,593.75	86,593.75	
06/30/2034					88,187.50
	1,000,000		325,125.00	1,325,125.00	1,325,125.00

Notes:

Robert W. Baird & Co. Incorporated ("Baird") is not recommending any action to you. Baird is not acting as an advisor to you and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. Baird is acting for its own interests. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information. Baird seeks to serve as an underwriter (or placement agent) on a future transaction and not as a financial advisor or municipal advisor. The primary role of an underwriter (or placement agent) is to purchase, or arrange for the placement of, securities in an arm's length commercial transaction with the issuer, and it has financial and other interests that differ from those of the issuer. The information provided is for discussion purposes only, in seeking to serve as underwriter (or placement agent). See 'Important Disclosures' contained herein.

TAX LEVY

City of Lowell, Michigan
 2019 Unlimited Tax General Obligation Bonds
 Scenario 1 :: Street Improvements | \$1 Million Bond Issue | 15 Years | No Growth
 Preliminary, Estimated Interest Rates as of November 20, 2018

Period Ending	Principal	Interest	Debt Service	Net Levy	Assessed Valuation	Mill Levy
06/30/2019					100,535,413.00	
06/30/2020	50,000.00	37,500.00	87,500.00	87,500.00	100,535,413.00	0.870340
06/30/2021	55,000.00	35,625.00	90,625.00	90,625.00	100,535,413.00	0.901424
06/30/2022	55,000.00	33,562.50	88,562.50	88,562.50	100,535,413.00	0.880909
06/30/2023	55,000.00	31,500.00	86,500.00	86,500.00	100,535,413.00	0.860393
06/30/2024	60,000.00	29,437.50	89,437.50	89,437.50	100,535,413.00	0.889612
06/30/2025	60,000.00	27,187.50	87,187.50	87,187.50	100,535,413.00	0.867232
06/30/2026	65,000.00	24,937.50	89,937.50	89,937.50	100,535,413.00	0.894585
06/30/2027	65,000.00	22,500.00	87,500.00	87,500.00	100,535,413.00	0.870340
06/30/2028	70,000.00	20,062.50	90,062.50	90,062.50	100,535,413.00	0.895829
06/30/2029	70,000.00	17,437.50	87,437.50	87,437.50	100,535,413.00	0.869718
06/30/2030	75,000.00	14,812.50	89,812.50	89,812.50	100,535,413.00	0.893342
06/30/2031	75,000.00	12,000.00	87,000.00	87,000.00	100,535,413.00	0.865367
06/30/2032	80,000.00	9,187.50	89,187.50	89,187.50	100,535,413.00	0.887125
06/30/2033	80,000.00	6,187.50	86,187.50	86,187.50	100,535,413.00	0.857285
06/30/2034	85,000.00	3,187.50	88,187.50	88,187.50	100,535,413.00	0.877178
	1,000,000.00	325,125.00	1,325,125.00	1,325,125.00		

BOND DEBT SERVICE

City of Lowell, Michigan
 2019 Unlimited Tax General Obligation Bonds
 Scenario 2 :: Street Improvements | \$1 Million Bond Issue | 10 Years | No Growth
 Preliminary, Estimated Interest Rates as of November 20, 2018

Assumed Dated Date 04/01/2019
 Assumed Delivery Date 04/01/2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2019			16,250.00	16,250.00	
04/01/2020	85,000	3.250%	16,250.00	101,250.00	
06/30/2020					117,500.00
10/01/2020			14,868.75	14,868.75	
04/01/2021	90,000	3.250%	14,868.75	104,868.75	
06/30/2021					119,737.50
10/01/2021			13,406.25	13,406.25	
04/01/2022	90,000	3.250%	13,406.25	103,406.25	
06/30/2022					116,812.50
10/01/2022			11,943.75	11,943.75	
04/01/2023	95,000	3.250%	11,943.75	106,943.75	
06/30/2023					118,887.50
10/01/2023			10,400.00	10,400.00	
04/01/2024	100,000	3.250%	10,400.00	110,400.00	
06/30/2024					120,800.00
10/01/2024			8,775.00	8,775.00	
04/01/2025	100,000	3.250%	8,775.00	108,775.00	
06/30/2025					117,550.00
10/01/2025			7,150.00	7,150.00	
04/01/2026	105,000	3.250%	7,150.00	112,150.00	
06/30/2026					119,300.00
10/01/2026			5,443.75	5,443.75	
04/01/2027	110,000	3.250%	5,443.75	115,443.75	
06/30/2027					120,887.50
10/01/2027			3,656.25	3,656.25	
04/01/2028	110,000	3.250%	3,656.25	113,656.25	
06/30/2028					117,312.50
10/01/2028			1,868.75	1,868.75	
04/01/2029	115,000	3.250%	1,868.75	116,868.75	
06/30/2029					118,737.50
	1,000,000		187,525.00	1,187,525.00	1,187,525.00

Notes:

Robert W. Baird & Co. Incorporated ("Baird") is not recommending any action to you. Baird is not acting as an advisor to you and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. Baird is acting for its own interests. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information. Baird seeks to serve as an underwriter (or placement agent) on a future transaction and not as a financial advisor or municipal advisor. The primary role of an underwriter (or placement agent) is to purchase, or arrange for the placement of, securities in an arm's length commercial transaction with the issuer, and it has financial and other interests that differ from those of the issuer. The information provided is for discussion purposes only, in seeking to serve as underwriter (or placement agent). See 'Important Disclosures' contained herein.

TAX LEVY

City of Lowell, Michigan
 2019 Unlimited Tax General Obligation Bonds
 Scenario 2 :: Street Improvements | \$1 Million Bond Issue | 10 Years | No Growth
 Preliminary, Estimated Interest Rates as of November 20, 2018

Period Ending	Principal	Interest	Debt Service	Net Levy	Assessed Valuation	Mill Levy
06/30/2019					100,535,413.00	
06/30/2020	85,000.00	32,500.00	117,500.00	117,500.00	100,535,413.00	1.168742
06/30/2021	90,000.00	29,737.50	119,737.50	119,737.50	100,535,413.00	1.190998
06/30/2022	90,000.00	26,812.50	116,812.50	116,812.50	100,535,413.00	1.161904
06/30/2023	95,000.00	23,887.50	118,887.50	118,887.50	100,535,413.00	1.182544
06/30/2024	100,000.00	20,800.00	120,800.00	120,800.00	100,535,413.00	1.201567
06/30/2025	100,000.00	17,550.00	117,550.00	117,550.00	100,535,413.00	1.169240
06/30/2026	105,000.00	14,300.00	119,300.00	119,300.00	100,535,413.00	1.186647
06/30/2027	110,000.00	10,887.50	120,887.50	120,887.50	100,535,413.00	1.202437
06/30/2028	110,000.00	7,312.50	117,312.50	117,312.50	100,535,413.00	1.166877
06/30/2029	115,000.00	3,737.50	118,737.50	118,737.50	100,535,413.00	1.181051
	1,000,000.00	187,525.00	1,187,525.00	1,187,525.00		

Income Tax Calculator - Resident

Fill in the green highlighted cells

Amount of income taxable by the City		61,813.00
Number of exemptions (deductions)	4	<u>(2,400.00)</u>
Total taxable income		59,413.00
Proposed tax rate		<u>1%</u>
Tax liability		594.13

Amount per bi-weekly pay (if 26 pays in a year)	22.85
Amount per weekly pay (if 52 pays in a year)	11.43

If you own your home:

Taxable value of your home		56,900.00
Proposed property tax millage reduction	5 mills	<u>0.5000%</u>

Total reduction in property taxes proposed	284.50
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Net effect to taxes (combined property tax and income tax)	309.63
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LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: April 10, 2019

TO: Michael Burns
City Manager *MB*

FROM: Rich LaBombard
Assistant City Manager

RE: Mowing and Trimming Service
2019-2021

The Department of Public Works requested bids from qualified landscape firms who possess the necessary labor, skills, and equipment to provide mowing and trimming services on a variety of municipal properties. Mowing and trimming services are performed by a contracted vendor over the course of summer growing season which lasts approximately 24 weeks.

The following is a summary of the bid responses received:

- Manszewski Landscaping – Lowell
Total Cost One Cycle - \$1,645.00
Total Cost for Season - \$39,480.00
- Natural Landscapes – Rockford, MI
Total Cost One Cycle - \$1,606.75
Total Cost for Season - \$38,562.00

Mowing is a routine contractual service and funds have been allocated in the various accounts to pay for the service. The duration of the proposed agreement will be for the upcoming three calendar years of 2019-2021. There are two optional one year extensions available.

I recommend accepting the higher bid from Manszewski Landscaping because they are a local firm, they are currently providing mowing and trimming services for the City, we have an established relationship with their crews, and there will be less of a learning curve.

Therefore, I recommend City Council accept the bid of \$39,480.00 and award the mowing and trimming bid for calendar years 2019 to 2021 to Manszewski Landscaping of Lowell.



City of Lowell, Michigan

Advertisement for Bids

Sealed bids for the **2019-2021 Mowing and Trimming** will be received by the City Clerk at Lowell City Hall, 301 E. Main Street, Lowell, Michigan until **2:00 p.m. on Monday, April 8, 2019**, and then publicly opened and read aloud at Lowell City Hall.

Bid documents and specifications may be obtained from the City Clerk. The City reserves the right to waive any informality or to reject any or all bids.

+++++

Key Dates:

April 5, 2019 – Last day to submit questions

April 5, 2019 – Last day to schedule a walk thru

April 8, 2019 – Bids Due

April 8, 2019 – 2:00 p.m. – Public Bid Opening

April 16, 2019 – City Council Meeting

April 17, 2019 – Tentative Contract Award

Attachments:

Mowing and Trimming Cost Proposal

Location Map



Request for Proposal

City of Lowell, Michigan
301 East Main Street
Lowell, Michigan 49331

March 18, 2019

2019-2021 Mowing and Trimming

1.0 Summary

- 1.1 Request For Proposal – Professional service firms with proven experience and expertise in landscape maintenance are invited to submit proposals to provide professional services for mowing and trimming municipal property at various locations throughout the City of Lowell.

This Request for Proposal (RFP) does not constitute a contract for services performed or to be performed. Following the selection of the successful bidder (hereafter referred to as "Contractor"), the City of Lowell (hereafter referred to as "City") will award a contract including a full scope of services.

- 1.2 Services To Be Performed - The Contractor's services will consist of mowing and trimming at various location listed on the attached spreadsheet and as indicated on the attached map on a recurring schedule of once per week or on an as needed basis for an approximate duration of 24 weeks. The City reserves the right to revise the proposed scope of work and extend or shorten the duration as needed.

2.0 Scope of Work

- 2.1 Locations of the mowing and trimming work to be performed are listed in the attached cost proposal and indicated on the attached map.
- 2.2 The mapped locations indicate the parcel and address for Contractor's reference. The map does not indicate the quality of mowing and trimming.
- 2.3 Contractor shall make themselves familiar with the locations and visually inspect locations to determine mowing and trimming quantities prior to submitting a bid.



- 2.4 The Contractor shall provide all materials, labor, equipment and supervision required to accomplish the Scope of Work.
- 2.5 Contractor shall provide experienced personnel to perform the work.
- 2.6 Contractor shall have sufficient personnel and equipment to perform the services agreed upon.
- 2.7 A representative from the City of Lowell, Department of Public Works shall be assigned as a point of contact for the selected Contractor. The assigned point of contact will coordinate and communicate routinely with the selected Contractor on any matters pertaining to the mowing and trimming operation and will also keep the Contractor apprised of community events that may impact the duration or frequency of the Contractor's work schedule.
- 2.8 The City shall not provide personnel to assist with any phase of mowing and trimming. A point of contact will be provided to assist with decision making, facility access and any questions that may arise.
- 2.9 Contractor shall verify specified areas of mowing and trimming prior to commencing work.
- 2.10 Contractor shall maintain a vegetation height of approximately three inches (3"). During slow growth times, Contractor or the City may determine mowing isn't necessary and shall not be charged for services when not performed.
- 2.11 Contractor shall coordinate the mowing and trimming activities in one operation.
- 2.12 Contractor shall be responsible for removal and disposal of cut and trimmed material when collection of trimmings is necessary.
- 2.13 Contractor shall utilize their own dumpster or haul the material off site and dispose of in a legal and proper manner.
- 2.14 Trimming around all trees, buildings, fences, receptacles, posts, poles, and rocks, etc. shall be on an as needed basis to maintain desired vegetation height.
- 2.15 Work may be performed from the hours of 6:00 a.m. until 9:00 p.m. Monday thru Friday, excluding any observed holidays. Alternate work schedule requests shall be submitted in writing by the Contractor for approval by the Director of Public Works.
- 2.16 The Contractor shall be responsible for all work performed under this contract.
- 2.17 The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any damage caused by Contractor in the performance of this contract.



3.0 Insurance

- 3.1 Insurance Requirements – Contractor shall provide certificate of insurance evidencing general commercial insurance coverage in an amount not less than \$2,000,000, as well as worker's compensation in amount not less than the statutory amount.

The successful Contractor must provide a Certificate of Liability prior to commencing any work and list the City of Lowell as an additional insured. Certificate must include name and address of the insurance company authorized to conduct business within the state of Michigan, policy number, and liability coverage and amounts.

4.0 Submittal Requirements

- 4.1 Receipt and Opening of Bids – Bids will be received at the office of the City Clerk, Lowell City Hall, 301 E. Main Street, Lowell, Michigan 49331, until **2 p.m. Monday, April 8, 2019**, at which time all sealed bids will be publicly opened and read. The envelope containing the bids must be sealed, clearly marked on the outside of the envelope "**Sealed Bid – Mowing and Trimming**" and addressed to the City Clerk.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to negotiate further with the selected Contractor, to determine in its sole discretion the best qualified and responsible Contractor and to award the contract on such basis. Any bid may be withdrawn at the request of the Contractor for return of the bid packet submitted by filing a written request with the City Clerk prior to the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Contractor may withdraw a bid within 90 days after the actual date of the opening thereof without forfeiture of the Bid Security Bond, if applicable.

- 4.2 General – **Please submit one original and two (2) copies of the proposal.**
- 4.3 Rejection of all Bids – if the City rejects all Bids, the City may: (1) re-advertise or re-solicit Bids following the City's normal bidding procedure; or (2) use an expedited Bid submission schedule when the City determines that the delay would not be in the best interest of the project or the City.

Contractor agrees that rejection shall create no liability on the part of the City because of such rejection, and the submission of any bid in response to this invitation shall constitute an agreement of the Contractor to these conditions.



5.0 Preparation and Submission of Bid

- 5.1 Bid Form - Each bid must be submitted on the prescribed bid form(s). **All blank spaces for bid prices must be filled in, in ink or typewritten.** No verbal, electronic, facsimile or telephonic bids or alterations will be considered.
- 5.2 Walk Thru - Contractors should read and be fully familiar with all bidding documents before submitting a bid. In submitting a bid, the Contractor warrants that it has read the bidding documents and is fully familiar therewith, that Contractor has visited the site of the work to fully inform itself as to all existing conditions and limitations, and Contractor has included in the bid a sum to cover the cost of all items of the work. **A walk thru of the locations is available to Contractors by request during normal work days between the hours of 8:00 a.m. to 3:00 p.m. Contractors interested in a walk thru may contact Joe Baker at 616-813-8606 to schedule a walk thru no later than April 5, 2019.**
- 5.3 Understanding of Scope - The submission of a bid will constitute an incontrovertible representation by the Contractor that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- 5.4 Corporate Execution - Bids by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.
- 5.5 Partnership Execution - Bids by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 5.6 Addenda and Interpretations – No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Contractor verbally. Every request for such interpretation should be in writing addressed to: Public Works Director, City of Lowell: Rich LaBombard, 616-897-8457; rlabombard@ci.lowell.mi.us; and to be given consideration must be received by **April 5, 2019**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be available on the City's website. No one is authorized to make any clarifications, interpretations or modifications or give



any instruction to the Contractors during the bidding period except as described in this Section.

6.0 Obligation of Contractor

- 6.1 Familiarity with Project - At the time of the opening of bids, each Contractor will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Contractor to examine any form, instrument, or document shall in no way relieve any Contractor from any obligation in respect to the bid submitted. City will provide each Contractor access to the site to conduct such investigations and tests as each Contractor deems necessary for submission of his bid.

7.0 Qualifications of Contractor

- 7.1 Qualification - The City may make such investigations as it deems necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the City that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. At a minimum, each Contractor must submit the following information with the Bid:
- 7.1.1 Authority to do business in Michigan (i.e. Certificate of Good Standing, tax identification, etc.). Each bid must contain evidence of Contractor's qualification and good standing to do business in the State of Michigan or covenant to obtain such qualifications prior to award of the contract.
- 7.1.2 Statement of Assurances. Provide affirmation of the following items prior to award of contract:
- Statement that Contractor is current on payment of Federal and State income tax withholdings and unemployment insurance payments.
 - Statement that the Contractor has not been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal, state or local entities.
 - Statement of Contractor's litigation and or arbitration history over the past seven (7) years including final ruling. Pending cases must be disclosed with a notation that the matter is still unresolved.



- Statement that there is no collusion or fraud with reference to illegal relationships of Contractors, bid pooling or strawbids.

7.1.3 Subcontractor List - The Contractor shall submit to the City with the Bid list of all proposed subcontractors to be used on the project. The list shall indicate those portions of the work each subcontractor will be performing. The Contractor shall also submit a list of suppliers of major materials to be used on the project. The list shall indicate which materials each supplier is furnishing.

8.0 Project Implementation

- 8.1 Commence Work - Contractor must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within fifteen (15) consecutive work days thereafter.
- 8.2 Conditions of Work – Each Contractor must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interferences with the work of any other Contractor.
- 8.3 Laws and Regulations – The Contractor's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9.0 Selection of Contractor

- 9.1 General – This RFP does not commit the City to enter into agreement, to pay any costs incurred in the preparation of a proposal in response to this request or in subsequent negotiations, or to procure a contract for the project. The City will require the selected proposer, if any, to participate in negotiations and to submit such cost, technical and/or other revisions to the proposals as may result from negotiations. The City reserves the right to perform all or some of the services described in this RFP with its own work force.
- 9.2 Selection Criteria – Proposals will be evaluated, scored, and ranked based upon the following criteria:



- Responsiveness to the RFP – Complete Bid Proposal with proper assurances and documentation of proposed subcontractors included.
- Relevant experience, expertise, and qualifications of the firm and project team members – Represent how the Contractor is qualified to perform the services.
- Technical proposal – Provide information on the proposed products
- Cost proposal – Provide the best cost to perform the work described.
- Any special or unusual Terms and Conditions for the contract

It is not envisioned that interviews will be required for selection of the Contractor for this project. However, the City reserves the right to request an interview for any potential Contractors during the selection process. Should the City see the need to interview potential Contractors, the potential Contractors will be notified as early as possible in the proposal review process, and selection schedules adjusted accordingly.

10.0 Method of Award

- 10.1 Lowest Qualified Contractor – The contract will be awarded to the “lowest qualified Contractor”. Businesses operating within the City of Lowell, Kent County or Ionia County may have a higher preference in the selection process.
- 10.2 Bid Alternates – If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest qualified Contractor. The City may include the Alternates in any combination and in any order or priority as deemed in the best interest of the City. The City may make this determination at any time after bid closing and prior to contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after contract award, the City may add any or all of the Alternates to the Agreement by Change Order.
- 10.3 Qualifications of Others – The City may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the work.

11.0 Signing of Contract

- 11.1 Notice to Proceed - When the City gives Notice of Award to the successful Contractor, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents. Within twenty (20) days thereafter



Contractor shall sign and deliver at least three (3) counterparts of the Agreement to the City with all other Contract Documents attached and signed as required, together with the required bonds, evidence of insurance, city licenses and work authorization affidavit and documentation. Within ten (10) days thereafter City will deliver all fully signed counterparts to Contractor. The City may issue a Notice to Proceed with or at any time after delivery of signed counterparts to Contractor.



Bid Form

(Please type or print in ink)

Company Name: _____

Address: _____

Phone: _____

Email: _____

Cost Proposal:

See Mowing and Trimming Cost Proposal

Describe relevant experience, expertise and qualifications of firm: _____

Project team members: _____

SubContractors: _____



Describe any unusual terms or conditions for the contract:

Submitted by:

Signature:

Date:



This AGREEMENT made on the 16th day of April 2019, by and between the City of Lowell, 301 E. Main Street, Lowell, Michigan, part of the first part, hereinafter called the "City" and

Manszewski Landscaping
13681 Oberley Drive
Lowell, MI 49331

party of the second part, hereinafter called the "Contractor."

WITNESSETH, that the City and the Contractor, for the considerations hereinafter mentioned, agree as follows:

ARTICLE I – THE AGREEMENT

The following shall be deemed to be part of this Agreement:

- a) Advertisement for Bids
- b) Request for Proposal – **2019-2021 - Mowing and Trimming**
- c) Attachments
- d) The Contractor's proposal including any Addendums
- e) Terms and Conditions of Agreement
- f) Required Performance and Labor and Material Bonds
- g) All Provisions required by law to be inserted in this Agreement whether actually inserted or not

ARTICLE II – SCOPE OF WORK – SUBJECT MATTER

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the work shown and described in the specification for the project entitled:

2019-2021 - Mowing and Trimming

all in accordance with the requirements and provision of the Agreement. The Contractor likewise agrees to do all incidental and appurtenant work in connection therewith.



ARTICLE III – TIME OF COMPLETION

The work to be performed under this Agreement shall be commenced within seven (7) calendar days after the award of this Agreement or as specified in the Specifications as provided herein or as approved by the City or their authorized representative. Substantial Completion Date(s), other Interim Completion Dates, and the Final Completion Date shall be as provided on the Bid Form and/or in the Special Specifications as provided herein. Should the Contractor be obstructed or delayed in the prosecution or completion of the work by any act, neglect or default of the City then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City or its authorized representative.

ARTICLE IV – LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for non-completion of the work aforesaid, within the time herein before stipulated for its completion, the sum(s) as provided in the Bid Form and/or the Specifications for each calendar day by which the Contractor shall fail to achieve completion of the work or any part thereof in accordance with the provisions herein, and such liquidated damages shall not be considered as a penalty.

ARTICLE V – THE CONTRACT SUM

The City agrees to pay and the Contractor agrees to accept the sum of **Thirty Nine thousand four hundred eighty dollars (\$39,480)** the amount named in the Bid Form, as full compensation for all labor, supervisions, equipment, materials and incidental expense required in executing all the work contemplated in this Agreement, including also all loss of damage arising out of the nature of the work or from the action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same or from other causes of every description connected with the work.

It is further agreed that the sum named may be increased or decreased in accordance with the units of work actually completed at the Contract unit prices, and may be increased by the addition of items or work not included in the proposal items.

ARTICLE VI – COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of and shall at all times comply with all local, state and federal laws, rules and regulations applicable to this Agreement and the work to be done hereunder.



ARTICLE VII – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment, to be employed in performance of this Agreement, with respect to hire, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, creed, color, religion, national origin, age, sex, height, weight or marital status. Breach of this covenant may be regarded as a material breach of the Agreement (Act 453, P.A. 1976). The Contractor further agrees to require similar provisions from any subcontractors.

The Contractor further agrees to review or examine with the City, relevant employment data and other information pertaining to its hiring practices. The Contractor further agrees that he or she shall require similar covenants from all subcontractors under this Agreement.

ARTICLE VIII – BOND OF CONTRACTOR

The Contractor shall provide sufficient security by bond to guarantee the faithful performance of the work, including the guarantee provided in the Request for Proposal, and the payment by the Contractor of all subcontractors and payment for all labor performed and material and supplies furnished.

IN WITNESS WHEREOF, the parties hereto have set their hands thereto as of the day and year first written above.

City of Lowell, Michigan

_____ (Seal)

Contractor

_____ (Seal)



Bid Form

(Please type or print in ink)

Company Name: Manszewski Landscaping LLC

Address: 1820 E Vedder rd.

Phone: 616-889-7548

Email: KyleManszewski@yahoo.com

Cost Proposal:

See Mowing and Trimming Cost Proposal

Describe relevant experience, expertise and qualifications of firm:

We have worked for city mowing for 6 years
we know all grounds of bid. We complete
all tasks to make grounds look very nice.

Project team members: Manszewski Landscaping Crew

SubContractors: None



Describe any unusual terms or conditions for the contract: Burd Field - twice w/k
during season. Needs to be added.

Submitted by: Kyle Manszewski

Signature: Kyle Manszewski

Date: 4-8-19



City of Lowell
2019-2021
Mowing & Trimming Cost Proposal

<u>Locations:</u>	<u>Address:</u>	<u>Cost:</u>
Creskide Park	1550 Gee Drive	\$ <u>350</u> per cut & trim
Northwest Water Storage Tank	2311 Gee Drive	\$ <u>55</u> per cut & trim
Richards Park	320 N. Hudson	\$ <u>90</u> per cut & trim
Recreation Ball Field	225 S. Broadway	\$ <u>60</u> per cut & trim
Burch Football Field	225 S. Broadway	\$ <u>90</u> per cut & trim
Fairgrounds	225 S. Broadway	\$ <u>130</u> per cut & trim
Campground	225 S. Broadway	\$ <u>250</u> per cut & trim
Stoney Lakeside Park	1200 Bowes Road	\$ <u>235</u> per cut & trim
McMahon Park	830 Shepard	\$ <u>35</u> per cut & trim
Northeast Booster Station	820 Shepard	\$ <u>60</u> per cut & trim
Rogers Field	504 Front	\$ <u>70</u> per cut & trim
Shepard Drive	640 Shepard	\$ <u>35</u> per cut & trim
Department of Public Works	217 S. Hudson	\$ <u>50</u> per cut & trim
Fire Station	315 S. Hudson	\$ <u>50</u> per cut & trim
Sibley / Ridgeview Trail	315 S. Hudson	\$ <u>40</u> per cut & trim
Lowell Welcome Sign	Lincoln Lake & Hudson Intersection	\$ <u>45</u> per cut & trim

2019 - Total Cost One Cycle	\$ <u>1645</u>
2019 - Total Cost for Season (24 Weeks)	\$ <u>39,480</u>

2020 - Total Cost One Cycle	\$ <u>1645</u>
2020 - Total Cost for Season (24 Weeks)	\$ <u>39,480</u>

2021 - Total Cost One Cycle	\$ <u>1645</u>
2021 - Total Cost for Season (24 Weeks)	\$ <u>39,480</u>



NATURAL LANDSCAPES, LLC

Professional Landscape Contractors

8830 Belding Rd. Ste. D • Rockford, MI 49341 • Ph (616) 874-1624 • Fax (616) 884-5001

www.naturallandscapes.com

Company Profile

Natural Landscapes is a professional full-service landscape company serving all Western Michigan for the past 25 years. We Specialize in Lawn Maintenance, Full Landscape Installs, Hydroseeding, Irrigation, and Snow Removal. We offer outstanding service with low price guarantees.

Equipment List

6 Chevy ¾ Ton Pick up Trucks
2 Toro Z Master 60 inch Zero Turns
4 Exmark Lazer Z 60 Inch Zero Turn
1 Exmark Turg Tracer 52 inch Zero Turn
2 Exmark Turf Tracer 60 inch Zero Turn
2 Exmark Vantage 60 inch Zero Turns
Bobcat CT230 Tractor
Bobcat T180 Skidsteer

References

(Please feel free to contact the following references)

The Score Sports Bar	Joe Locke, (704)-649-4582
City of Grand Rapids	Joe Sulak, (616)-456-3232
City of Kalamazoo	Patrick McCreary, (269)-370-5503



Bid Form

(Please type or print in ink)

Company Name: Natural Landscapes LLC

Address: 8830 Belding RD NE Rockford MI 49341

Phone: 616-460-4192

Email: wildouma18@gmail.com

Cost Proposal:

See Mowing and Trimming Cost Proposal

Describe relevant experience, expertise and qualifications of firm: We currently are under contract with the Kent County Road Commission for servicing all their building, the City of Kalamazoo for servicing ~~50%~~ of their city parks, and the City of Grand Rapids for servicing cemeteries and their city facilities.

Project team members: Wil Douma - General Manager
Jared Dayman - supervisor
Austin Petravicus - crew member
Josh Andrzejewski - crew member
Calvin Haagsma - crew member

SubContractors: N/A



Describe any unusual terms or conditions for the contract:

N/A

Submitted by: Wil Downing

Signature: *Will R Downing*

Date: 3-28-19



City of Lowell
2019-2021
Mowing & Trimming Cost Proposal

Locations:

Address:

Cost:

Creekside Park	1550 Gee Drive	\$ <u>165</u>	per cut & trim
Northwest Water Storage Tank	2311 Gee Drive	\$ <u>60</u>	per cut & trim
Richards Park	320 N. Hudson	\$ <u>68.75</u>	per cut & trim
Recreation Ball Field	225 S. Broadway	\$ <u>60</u>	per cut & trim
Burch Football Field	225 S. Broadway	\$ <u>60</u>	per cut & trim
Fairgrounds	225 S. Broadway	\$ <u>245</u>	per cut & trim
Campground	225 S. Broadway	\$ <u>195.50</u>	per cut & trim
Stoney Lakeside Park	1200 Bowes Road	\$ <u>273.75</u>	per cut & trim
McMahon Park	830 Shepard	\$ <u>62.50</u>	per cut & trim
Northeast Booster Station	820 Shepard	\$ <u>27.50</u>	per cut & trim
Rogers Field	504 Front	\$ <u>87.50</u>	per cut & trim
Shepard Drive	640 Shepard	\$ <u>60</u>	per cut & trim
Department of Public Works	217 S. Hudson	\$ <u>60</u>	per cut & trim
Fire Station	315 S. Hudson	\$ <u>60</u>	per cut & trim
Sibley / Ridgeview Trail	315 S. Hudson	\$ <u>87.50</u>	per cut & trim
Lowell Welcome Sign	Lincoln Lake & Hudson Intersection	\$ <u>33.75</u>	per cut & trim

2019 - Total Cost One Cycle

\$ 1,606.75

2019 - Total Cost for Season (24 Weeks)

\$ 38,562

2020 - Total Cost One Cycle

\$ 1,606.75

2020 - Total Cost for Season (24 Weeks)

\$ 38,562

2021 - Total Cost One Cycle

\$ 1,606.75

2021 - Total Cost for Season (24 Weeks)

\$ 38,562



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: April 12, 2019

TO: Michael Burns MB
City Manager

FROM: Casey Brown, Airport Manager

RE: Lowell City Airport West Taxiway
Paving Project

Please find this memo as a description of the capital taxiway paving project for the Lowell City Airport. The airport board has recommended to spend \$28,320 with Great Lakes Paving to pave the taxiways between the westernmost T-hangars on the west side of the airport. The paving project will take approximately 2 weeks to complete. The project start date is planned for early June 2019. The project scope will be to excavate out approximately 6 inches of turf and soil and fill with compacted gravel. The gravel will then receive 1.5 inches of compacted asphalt base and an additional 1.5 inches of compacted asphalt surface.

This improvement will remove long term turf taxiway maintenance issues due to the use of snow removal equipment on the turf taxiway. Seeding and mowing costs will also be reduced as result of the paving. Snow removal cost will also be reduced as the pavement will assist with the delineation of the area to be plowed resulting in less time spent to perform snow removal. This improvement will also make the operation of aircraft much easier in all weather. Soft field conditions and mud will no longer be an issue, improving the value of the current hangar spaces at Lowell Airport. As a result, the board has also recommended to increase the annual rent of all hangars at Lowell airport by \$10 per month. This increase will be budgeted for the 2019-2020 fiscal year, and will take effect starting the renewal of all leases January 1, 2020.

Payment for this project will be provided by the Lowell Airport fund. This fund is created and maintained by the revenue of aircraft tenants at Lowell Airport. Taxpayer contributed funds from the city general fund shall not be used to finance this project.

I am recommending the Lowell City Council accept the recommendation of the Airport Board to approve an agreement with Great Lakes Paving to pave the taxiways as listed at a cost not to exceed \$28,320. I also recommend the Lowell City Council in their fiscal year 2019-2020 budget approve an increase of hangar rents by \$10 per month.

Google Maps



Imagery ©2019 DigitalGlobe, Kent County, Map data ©2019 Google 50 ft



**GREAT LAKES
PAVING**

830 O.E. Bieri Ind Dr. Lowell, MI 49331

Phone: 616/897-1999

Fax: 616/897-4909

SUBMITTED TO:	Lowell Airport	JOB NAME:	Taxi way	DATE:	06-11-18
STREET	730 Lincoln Lake	STREET	same	PHONE:	819-9629
CITY & STATE	Lowell, MI. 49331	CITY & STATE	casey.pro75@gmail.com	FAX:	

We propose the following: Proposal # 1, (area approx: 603 sq. yds.)

1. Excavate areas down to true subgrade leave topsoil on site. Install an avg. 6" inches compacted 22AA road gravel.
2. Grade all gravel to true grade and compact.
3. Apply an avg. 1.5" inches compacted asphalt base. Apply SS1 bonding agent as needed and apply an avg. 1.5" inches compacted asphalt surface.

Cost being: \$15,920.00

Proposal # 2, (area approx: 433 sq. yds.)

1. Same steps as proposal # 1, except area is approx: 433 sq. yds.

Cost being: \$12,400.00

Proposal # 3, (area approx: 290 sq. yds.)

Cost being: \$8,750.00

Thank You,

John Allen

Note: Bids for existing asphalt removal are bid at 3" inches of existing asphalt. If existing asphalt is thicker or subbase is in need of extra excavation, there will be extra charges at a time and material basis.

NOTE: not responsible for reflective cracking due to condition of existing asphalt

We hereby propose to furnish labor and material, complete and in place, in accordance with the above for the total sum of \$ _____

Authorized Signature John Allen

This proposal may be withdrawn by us if not accepted within 25 days or current construction season.

ACCEPTANCE OF PROPOSAL

I have read the conditions of this proposal as outlined above, which becomes part of the proposal. You are authorized to do the work at your earliest convenience. A service charge of 1 1/2% per month made on all accounts 30 days past due, together with costs of collector, and attorney fees.

Date: _____

Signature: _____

Spouse's Signature: _____



LOWELL CITY COUNCIL

MEMORANDUM

DATE: April 11, 2019

TO: Michael T. Burns, City Manager MB

FROM: Steven J. Bukala, Chief of Police SJ

RE: AT&T to replace Sprint Contract

AT&T has been developing the First Net Technology for the entire United States exclusively for Public Safety agencies. For many years, the city of Lowell has contracted with NEXTEL and now Sprint for our cellular and data coverage. The service with Sprint over the past two years has been spotty and the customer service agent has been experiencing high turnover. I met with a First Net agent shortly before the Chief's conference this February and was looking for more data before I was willing to make the switch. Attached is the 2019 AT&T coverage map.

In 2019, AT&T is making a commitment to an additional 2500 sites in the United States and for public safety agencies, and has 10,000 plus currently underway, and the best part, there is no annual contract. With the First Net technology, Law enforcement and fire phones take priority over the civilians if there is an event in West Michigan, or even if the amount of calls is exceeding the available band width during the time. I tested the device along with Sgt. Hurst, and Officer Lauren in various parts of West and Northern Michigan and the device had equal or better coverage than our current Sprint devices.

Most of our existing devices can be changed over to AT&T and the older devices would have to be replaced. Most of the devices can be changed over to .99 cent android based Samsung devices while those of us with the older iPhone such as you, Suzy, Rich and myself would have to get new iPhones as the technology is too old to convert over. The iPhones range from \$25 to half off the device. Our current devices pool from data and minutes and our bill is plus or minus \$1000 city wide per month. With the AT&T plan our total city bill is just over \$600 per month with un-limited talk and data. **It is my recommendation we end our agreement with Sprint and go with AT&T First Net with no annual contract.**



PRIMARY USERS
Exclusively for public safety entities
and their Agency Paid users

Mobile-Pooled & Mobile-Unlimited Plans

NOW AVAILABLE ON THE FIRSTNET EVOLVED PACKET CORE*

Get talk, text and flexible pooled or unlimited data

All FirstNet Mobile-Pooled & Mobile-Unlimited plans include:

<ul style="list-style-type: none"> Unlimited talk & text on smartphones and feature phones in the U.S. and its territories Unlimited talk & text to and in Canada and Mexico¹ No roaming charges in U.S. territories, Canada and Mexico 	<ul style="list-style-type: none"> Choice of pooled or unlimited data to fit your agency's budget and needs Available for use with subsidized and unsubsidized devices (availability of subsidized devices varies by customer and location) First Priority™ priority and preemption capabilities² Options for connected wearables (for use on AT&T commercial core only)³
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¹ Pay-per-use rates apply to calls made to all other countries.

² First Priority™ enables (a) priority access to the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core; (b) preemption of other lower priority users' use of such network; and (c) prioritized treatment of select data traffic transmitted over such network. Usage of First Priority™ data prioritization feature on any FirstNet Mobile-Unlimited Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require customer to move to a FirstNet Mobile-Pooled Plan if usage exceeds this limitation. First Priority™ requires a 4G LTE-compatible, FirstNet Capable device provisioned with an Approved Business Application using a FirstNet Trio Subscriber Identification Module (SIM card). Limited to Approved Business Application data traffic originated on and traversing over the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. Customers using an AT&T SIM card on the AT&T commercial core will have the priority and preemption capabilities of AT&T Dynamic Traffic Management—Public Safety.

³ Connected Wearable is a wireless phone designed to be worn that is capable of making/receiving calls without being connected to another wireless device. Messaging requires compatible device. Connected Wearables have no plan usage in Canada and Mexico. Pay-per-use roaming rates apply. Select connected wearables do not have international roaming capabilities.

FirstNet Mobile-Pooled Plans

Data added is cumulative to the total data available for the group		Add-a-Line ⁵	2GB	6GB	50GB	100GB	600GB	1000GB
Pooled data for smartphones per month	For use with an unsubsidized device ¹	\$19	\$28.50	\$41	\$227	\$412	\$1,917	\$3,682
	For use with a subsidized device ²	\$39	\$48.50	\$61	\$247	\$432	\$1,937	\$3,702
Pooled data for feature phones ³ per month	For use with an unsubsidized device ¹	\$10.99**						
	For use with a subsidized device ²	\$22.99**						
Pooled data for data-only devices ⁴ per month	For use with an unsubsidized device ¹	\$12	\$21.50	\$34 ⁶	\$220	\$405	\$1,910	\$3,675
	For use with a subsidized device ²	\$22	\$31.50	\$44 ⁶	\$230	\$415	\$1,920	\$3,685
Pooled data for connected wearables per month	For use with an unsubsidized device ¹	\$10 ⁷						
	For use with a subsidized device ²	\$20 ⁷						

Data Overview. Pay-per-use rate of \$0.00009536/KB applies.

¹ Available with device purchased at full price or with a qualified installment agreement, or other customer-owned or customer-provided devices. ² Available with device purchased at subsidized price. After two years, plan price reverts to rate associated with the plan for use with an unsubsidized device. Some customers purchasing a subsidized device under a term commitment may incur a fee for early termination. ³ For basic and quick messaging phones only. ⁴ Eligible data-only devices: Tablets, Connected devices, laptops, LaptopConnect/Vaircards, notebooks, mobile hotspot devices, and select other data-only devices. Connected devices: Cameras and select other data-only connected devices. ⁵ Add-a-Line: A 0GB plan that adds a user to the pool of data but does not add additional data. ⁶ A 10GB FirstNet Mobile-Pooled Data plan for data-only devices is available for \$55 per month (for use with an unsubsidized device) and \$65 per month (for use with a subsidized device). ⁷ Includes 250MB of pooled data.

FirstNet Mobile-Unlimited Plans

Unlimited enhanced for smartphones	Unlimited talk, text, data, mobile hotspot & tethering	\$44.99/month**
Unlimited standard for smartphones	Unlimited talk, text & data	\$39.99/month**
Unlimited for data-only devices ¹	Unlimited data, mobile hotspot & tethering	\$40/month
Unlimited for connected wearables	Unlimited talk, text & data	\$25/month

¹ Eligible data-only devices: Tablets, laptops, LaptopConnect/Vaircards, notebooks, mobile hotspot devices, and select other data-only devices. Exclusions apply; see plan terms and conditions for details.

FirstNet Mobile-Unlimited plans do not pool with FirstNet Mobile-Pooled plans.

*FirstNet Mobile-Pooled & Unlimited plans are also available for use with the AT&T commercial core, rather than on the FirstNet Evolved Packet Core, for customers that have a demonstrated need for capabilities that are currently only available on the AT&T commercial core or have non-FirstNet compatible equipment that cannot be immediately replaced. Customers using the AT&T commercial core will have different coverage and network capabilities than customers using the FirstNet Evolved Packet Core; for example, First Priority™ is only available on the FirstNet Evolved Packet Core. Customers using the AT&T commercial core may be required to migrate to the FirstNet Evolved Packet Core at an appropriate time. See Important Terms: AT&T Commercial Core for details.

** Net price of the Plan appearing on customer's bill. Some customers' bills may show the net price after a credit has been applied.

IMPORTANT TERMS: FIRSTNET EVOLVED PACKET CORE



 FirstNet Domestic Coverage

 International Coverage

 No Service Area

Map depicts an approximation of outdoor coverage. Actual coverage may differ. Coverage subject to change at any time without notice. Coverage and service not available everywhere. For most current coverage info, check www.firstnet.com/coverage

FIRSTNET MOBILE - POOLED PLANS AND FIRSTNET MOBILE - UNLIMITED PLANS (FirstNet Evolved Packet Core): Require a FirstNet Capable device provisioned with a FirstNet Trio SIM card. Eligibility: All FirstNet Mobile Plans are available only to Public Safety Entities for use by their Agency Paid Users. Certain plans are only available to Primary Users; other plans are exclusively for Extended Primary Users. The FirstNet Mobile—Pooled and FirstNet Mobile—Unlimited Plans set forth above are exclusively for Primary User Public Safety Entities. For definitions of Public Safety Entities, Primary Users, Extended Primary Users and Agency Paid Users, see AT&T FirstNet Solution Service Guide ("Service Guide") or Public Safety Entity Customer's Business Agreement. FirstNet Evolved Packet Core Limitations: The FirstNet Evolved Packet Core is designed primarily for domestic use by Public Safety Entities, with planned additional capabilities for Wi-Fi-calling, wearables, Public Safety IP Addressing, Advanced Messaging, and International voice and data roaming capabilities outside of Mexico and Canada. These features will be supported in the future. See www.firstnet.com/features for details. International Roaming Blocking Feature: All FirstNet Mobile plans are provisioned with the International Roaming Blocking Feature. Customer must remove the feature to roam in international locations other than Canada and Mexico. There is no charge to remove this feature, but international roaming outside of Canada and Mexico is subject to additional charges. When available, international roaming will require purchase of an international plan (sold separately). International roaming locations are regularly expanded. See www.firstnet.com/firstnetinternational for details.

BUSINESS AGREEMENT: Public Safety Entities must have a qualified AT&T wireless service agreement ("Business Agreement"). Plans are subject to the terms of the Business Agreement and, when incorporated into the Business Agreement, the Service Guide. Pricing: Prices are for service only. Most customers' bills will show the net price of the Plan. Some customers' bills may show the net price after a credit has been applied. Devices: Sold separately. Devices must be FirstNet Capable. See www.firstnet.com/devices for current list of FirstNet Capable devices. Installment plan charges and other device purchase costs are extra. A limit on the number of financed devices per wireless account may apply. FirstNet Mobile—Pooled Plan Discounts: The monthly service charges of FirstNet Mobile—Pooled Plans for use with an unsubsidized device are discounted by \$20 per month as compared to the standard monthly service charges of plans for smartphones use with a subsidized device; FirstNet Mobile—Pooled Plans for feature phones and data devices are similarly discounted by \$12 per month and \$10 per month, respectively. The FirstNet Mobile—Pooled Plan discount will appear on Customer's bill. Loss of Monthly Service Charge Discount: If Customer upgrades to a subsidized smartphone, feature phone or data device, Customer will lose the applicable plan discount for that Agency Paid User.

DATA: For use in the United States, Puerto Rico and U.S. Virgin Islands (the "Domestic Coverage Area" or "DCA"), other U.S. Territories, Canada and Mexico. Additional or promotional data may not be available for use outside the DCA. See att.com/broadbandinfo for details on AT&T network management policies, Canada and Mexico Service Restrictions; Plan usage not available in Canada and Mexico on Connected Devices. Pay-per-use roaming rates will apply on these devices.

FirstNet Mobile - Unlimited Plans: Unlimited plans do not pool. Customer's usage of First Priority™ data prioritization feature on any FirstNet Mobile—Unlimited Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require Customer to move to a FirstNet Mobile—Pooled Plan if usage exceeds this limitation. AT&T may proactively reassign Customer to a FirstNet Mobile—Pooled Plan upon notice to Customer, unless prohibited under the Business Agreement or regulation. Exclusions: FirstNet Mobile—Unlimited Plans may not be used with any device or equipment that is intended to, or is used to, establish a continuous, unattended connection to the 4G LTE networks used to provide FirstNet services, including, but not limited to, automatic data feeds, mobile video transmissions, and automated machine-to-machine connections.

FirstNet Mobile - Pooled Plans: Within a single Billing Account Number (BAN), Agencies activated on separate FirstNet Mobile—Pooled Plans are combined to create a "Data Pool." Every billing cycle, each Agency Paid User first uses his or her plan's included data allotment ("Data Allowance"), if any. If an Agency Paid User does not use all of the plan's Data Allowance, it creates an underage in the amount of the unused Data Allowance (Under Usage). If an Agency Paid User uses more than the plan's Data Allowance (e.g., any Agency Paid User with a 0 GB plan), the Agency Paid User incurs Data Overage charges in the amount of the excess data usage (Over Usage). At the end of the billing cycle, AT&T calculates the total Under Usage amounts for Agency Paid User lines in the Data Pool and the total Over Usage amounts for Agency Paid User lines in the Data Pool and then compares the two totals. If the total Under Usage amount exceeds the total Over Usage amount, the excess Under Usage is allocated among each Agency Paid User in the Data Pool with Over Usage, resulting in per line credits on Customer's invoice equal to each such Agency Paid User's share of the total Under Usage amount, and the total Over Usage amount is forfeited. If the total Under Usage is more than zero and if the total Over Usage amount exceeds the total Under Usage amount then the Under Usage is divided by the Over Usage to create an allocation factor that is applied equally to each Agency Paid User's Data Overage charges to determine each such Agency Paid User's share of the total Under Usage amount, resulting in per line credits on Customer's invoice to partially offset each such Agency Paid User's Data Overage charges. For example, if a Data Pool has 100 KB of Under Usage and 1000 KB of Over Usage (which means an allocation factor of 10%), then Customer's invoice will show, with respect to each Agency Paid User line with Over Usage, both (a) the Agency Paid User's Data Overage charges for the Over Usage at the specified Data Overage rate, and (b) a bill credit equal to 10% of the Agency Paid User's Data Overage charges. Changing or migrating Agency Paid User lines to FirstNet Mobile—Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation. If Customer's organization's Foundation Account Number has multiple BANs, Customer may have more than one BAN specific Data Pool; however, Agency Paid User Lines in a Data Pool cannot take advantage of another Data Pool's Under Usage, and each Agency Paid User line can only be part of one Data Pool at a time. AT&T reserves the right to limit the number of Agency Paid User Lines in a Data Pool due to business needs and system limitations. Data Overage: If Customer exceeds the total amount of data in the Data Pool during a billing period, a pay-per-use rate of \$0.00009536 per kilobyte ("KB") will apply. 1,024 KB = 1 megabyte ("MB"); 1,048,576 KB = 1 gigabyte ("GB").

UNLIMITED TALK: For phones only. Includes unlimited calls within the DCA and other U.S. Territories (some plans also include calls within Canada and Mexico). Unlimited Talk to Canada and Mexico: For phones only. Includes unlimited International Long Distance calling from the Domestic Coverage Area to Canada and Mexico only. Customer may be charged for calls to special or premium service numbers. Calls to Other Countries: Plans for phones also include ILO calling from the DCA, other U.S. Territories, Canada and Mexico to countries other than Canada & Mexico. Per minute pay-per-use rates apply unless an ILO service package is added to the line placing such calls. Rates subject to change without notice. For rates, see att.com/worldconnect.

UNLIMITED TEXT: Standard Messaging - For phones only. Includes unlimited number of messages up to 1MB in size within and from the DCA and other U.S. Territories (plans for smartphones and feature phones also include messaging within and from Canada and Mexico) to more than 190 countries for text messages and 120 countries for picture and video messages. AT&T may add, change, and remove included countries at its discretion without notice. Messages sent through applications may incur data or other charges. Visit att.com/text2world for details.

FIRST PRIORITY™: Feature provides prioritization of select data, priority access to available network resources, and preemption capability. Requirements: Agency Paid User Lines must have a qualified FirstNet Mobile data plan and a 4G LTE-compatible FirstNet Capable device provisioned with an Approved Business Application. Pricing: No additional charge for Primary User Public Safety Entity Agency Paid User Lines. Data Prioritization Usage Limitation: For FirstNet Mobile—Unlimited Plans, as set forth above. Approved Business Applications: Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities. These include applications provided under the FirstNet agreement, including the App Catalog, and specifically exclude consumer-oriented applications such as, but not limited to, video streaming. Plans must be selected which support the type of application, such as Machine to Machine Plans for machine to machine applications, and are subject to the terms of those plans. To help maximize the performance of the network for all public safety users, Approved Business Applications utilizing video should be streamed at a resolution of 480p. Use of plans intended for Approved Business Applications exclude continuous unattended mobile video transmission applications. Limitations: Feature is available only in the DCA (excluding other U.S. Territories) and only for Customer's Approved Business Application data traffic originating on and traversing over the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. Feature may not be used for Internet traffic other than Customer's Approved Business Application data traffic. Data Prioritization: Feature does not prioritize Customer's Approved Business Application data traffic ahead of all other data traffic; other traffic may have the same or higher prioritization. Priority Access: Feature provides priority access to the available network resources of the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core. Preemption Capability: In conjunction with priority access, grants Customer and its Agency Paid Users the ability to remove or reassign active sessions from other lower priority users' use of the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core when network resources are scarce or occupied. Preemption capability is provisioned as a standard feature on Agency Paid Users' network profile. Available network resources may vary by circumstances and network demands. First Priority™ Uplift Management: Provides Primary User Public Safety Entities designated and authorized communications managers the ability to modify the relative priority and preemption capabilities of the Authorized Users of both Primary User and Extended Primary User Public Safety Entities provisioned with First Priority for a period of up to 24 hours through the use of the First Priority™ Uplift Management portal. Termination or Suspension: AT&T reserves the right to terminate, suspend or restrict the feature if use is inconsistent with applicable terms and conditions; the Business Agreement; or Service Guide (if applicable).

GENERAL WIRELESS SERVICE TERMS: Subject to applicable Business Agreement. Service is not for resale. Other restrictions apply and may result in service termination. If Customer purchased a subsidized device that requires a term commitment, an Early Termination/Cancellation Fee applies if Customer cancels Agency Paid User service after the first 30 days and before the Agency Paid User Line service term ends. See att.com/equipmentETF for details on what fee may apply to device and how the fee is prorated over time. Activation/upgrade fee per line (up to \$45) and deposit may apply. Credit approval may be required.

AT&T reserves the right to suspend or terminate service to Customer's account, place any non-complying device on an appropriate plan, and/or add any other required element of a plan. Other Monthly Charges: Apply per line and may include taxes, federal/state universal service charges, a Regulatory Cost Recovery Charge (up to \$1.25), a gross receipts surcharge, an Administrative Fee, and other governmental assessments (including without limitation a Property Tax Abatement surcharge of \$0.20 - \$0.45 applied per Agency Paid User's assigned number), which are not government-required charges. Pricing, fees, (wireless/wireline) billing. Coverage: Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info, check www.firstnet.com/coverage. Coverage may include areas served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Arrangements with these carriers may change from time to time, and coverage is subject to change without notice.

Memorandum



To: Lowell City Council
From: Steve Donkersloot
Date: April 12, 2019
Re: Lowell Township Easement Acceptance

At the April LL&P Board Meeting, the LL&P Board approved and recommended a Utility Easement Agreement with Lowell Charter Township to the City Council for final approval. The Agreement, which is included in your packet, will allow LL&P to construct a new circuit, #204, from our substation, heading south through the new Township Park and underneath the Grand River, to Grand River Drive. This will improve reliability on the south end of town and reduce load on circuit #207.

It is the LL&P Board's recommendation for the City Council to approve the Utility Easement Agreement with Lowell Charter Township.

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. __-19

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A UTILITY EASEMENT AGREEMENT
WITH LOWELL CHARTER TOWNSHIP**

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

WHEREAS, the City, through its Department of Light and Power (“LL&P”), is extending lines for the transmission and distribution of electric energy and communication signals (the “Improvements”); and

WHEREAS, it is necessary that the City obtain easements over portions of property owned by Lowell Charter Township (the “Township”) for the Improvements; and

WHEREAS, the Township is willing to provide said easement pursuant and subject to the terms and conditions of a Utility Easement Agreement (the “Agreement”) between it and the City; and

WHEREAS, the Lowell Board of Light and Power has reviewed and recommended approval of the Agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Agreement in the form presented at this meeting is approved with such modifications not materially adverse to the City approved as to content by the Manager of LL&P and as to form by the City Attorney.

2. That the Mayor and City Clerk are authorized and directed to execute the approved Agreement for and on behalf of the City.

3. That once the Agreement is executed by the authorized representative(s) of the City and the Township, the City Clerk shall cause the fully executed Agreement to be recorded with the Kent County Register of Deeds.

4. That all resolutions or parts of resolutions, to the extent of any conflict herewith, are hereby rescinded.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: April 16, 2019

Susan Ullery, City Clerk

CERTIFICATION

I, the undersigned Clerk of the City of Lowell, Michigan (the "City"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City at a regular meeting held on April 16, 2019, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: April 16, 2019

Susan Ullery, City Clerk

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (the "Agreement") is entered into as of _____, 2019, by **LOWELL CHARTER TOWNSHIP**, a Michigan charter township (the "Township"), with offices at 2910 Alden Nash Road, Lowell, Michigan 49331 and the **CITY OF LOWELL**, a Michigan municipal corporation (the "City"), with offices at 301 E. Main Street, Lowell, Michigan 49331.

WITNESSETH:

WHEREAS, the Township is the owner of real property in the City as described in the attached Exhibit A and Exhibit A1 (collectively, the "Real Property"); and

WHEREAS, the City, through its Department of Light and Power ("LL&P") desires to construct, operate, repair, maintain, relocate, reconstruct, alter and replace under the surface, lines for the transmission and distribution of electric energy, communication signals and information and data through broadband, fiber or other means of telecommunication by it and others authorized by LL&P which requires an easement within a portion of the Real Property as described and identified in the attached Exhibit B and Exhibit B1 (collectively, the "Easements"); and

WHEREAS, subject to the terms and conditions of this Agreement the Township is willing to grant to the City the Easements.

NOW, THEREFORE, the Township and the City agree as follows:

1. For and in consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the Township does hereby grant the Easements to the City.
2. The Easements shall be for the construction, operation, repair, maintenance, relocation, reconstruction, alteration and replacement under the surface of lines for the transmission and distribution of electric energy, communication signals and information and data through broadband, fiber or other means of telecommunication by it and others authorized by LL&P and related appurtenances (the "Improvements").
3. Subject to the following terms and conditions, the City shall have the right to utilize the Easements for the purposes set forth in paragraph 2 above:

a. Any and all work shall be performed by the City, or others as authorized by LL&P, so as not to unreasonably interfere with the use of the remainder of the Real Property by the Township and, except as otherwise provided in this Agreement, without cost to the Township.

b. Upon completion of any such work and subject to the continued location of the Improvements, the City through LL&P will restore or cause the restoration of the Easements and the Real Property to the same condition as it was prior to such construction, repair, maintenance, relocation, reconstruction, alteration or replacement of the Improvements, provided that the Township shall be responsible at its costs for any repairs for damage due to any fixed structures constructed within or immediately adjacent to the Easements after the date of this Agreement unless such damage is a result of the negligent acts or omissions of the City, its agents, employees, representatives, contractors or others authorized by LL&P, in which case said restorations shall be made or caused to be made by the City through LL&P

c. The City shall, through LL&P, at all times provide or cause to provide for the proper safety and maintenance of all equipment and ancillary items within the Easements belonging to the City or others authorized by LL&P.

d. The Improvements located within the Easements shall at all times be kept clear of buildings, structures, obstructions or any conditions which are in violation of the National Electric Safety Code, the Michigan Electric Code or the safety regulations of LL&P or the Michigan Occupational Safety and Health Administration.

e. Once the Improvements have been constructed or installed within the Easements, the surface elevation over or under such Improvements shall not be altered by more than six inches without the prior written approval of the Township.

f. The City, through LL&P, has the right without the approval of the Township to license, permit or otherwise agree to the use of the Easements by any other person for the transmission of energy, communication signals and information and data through broadband, fiber or other means of telecommunication of any kind for which the City may charge and retain a fee for such license, permit or agreement.

4. To the extent permitted by law, the City shall fully indemnify, save, and hold harmless the Township from any and all costs, liabilities, and claims, including reasonable attorneys' fees, for damages to real and personal property and injuries and/or death suffered by persons in any manner caused by or arising out of or in any way connected with the negligent acts or negligent failure to act of the City and its employees, agents, contractors or others authorized by LL&P in connection with the Improvements or the negligent presence of the City or its employees, agents, contractors or others authorized by LL&P upon the Easements or the Real Property.

5. The Township and its successors and assigns retain all other property rights in the Real Property within which the Easements are located after the date of this Agreement provided the exercise of such rights does not limit or impair the City's rights as set forth in this Agreement.

The Township and its successors and assigns agree not to construct any buildings or other structures within the Easements.

6. The Township agrees that if any buildings or other structures are constructed by it or its successors and assigns near or adjacent to the Easements and because of the construction of such buildings or other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of buildings or structures so that the City or others authorized by LL&P may perform or cause to be performed the work of repairing, maintaining, reconstructing, altering or replacing the Improvements within the Easements, the Township or its successors and assigns shall support, shore and brace such buildings or other structures, *provided, however*, the City shall consult with the Township, or its successors and assigns before performing the work with respect to alternative methods of repairing, maintaining, restructuring, altering or replacing the Improvements.

7. The Township reserves the right to grant to others additional easement rights in the Easements subject to the approval of the City, which approval shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the City as provided in this Agreement and any additional expenses incurred by the City, resulting from such additional easements, shall be assumed by the beneficiary(ies) of such easement rights causing such extra expense.

8. The Township covenants that it is the owner of the Real Property including the Easements and that it will indemnify the City for all costs and losses, including reasonable attorney's fees, in the event any person claiming an interest in/or a lien upon the Real Property including the Easements attempts to limit or alter the City's rights granted in this Agreement whether or not successful.

[signatures on next page]

IN WITNESS WHEREOF, the Township and the City have executed this Agreement as of the day and year first written above.

LOWELL CHARTER TOWNSHIP

By: _____
Jerry Hale, Supervisor

Attest: _____
Monica Burt, Township Clerk

State of Michigan)
) :ss
County of Kent)

On this ____ day of April, 2019, before me, a Notary Public in and for said County, personally appeared Jerry Hale and Monica Burt, the Supervisor and Township Clerk, respectively, of Lowell Charter Township, to me known to be the same persons who signed, and acknowledge the same to be their free act and deed.

Notary Public, Kent County, Michigan
My Commission expires: _____
Acting in Kent County, Michigan

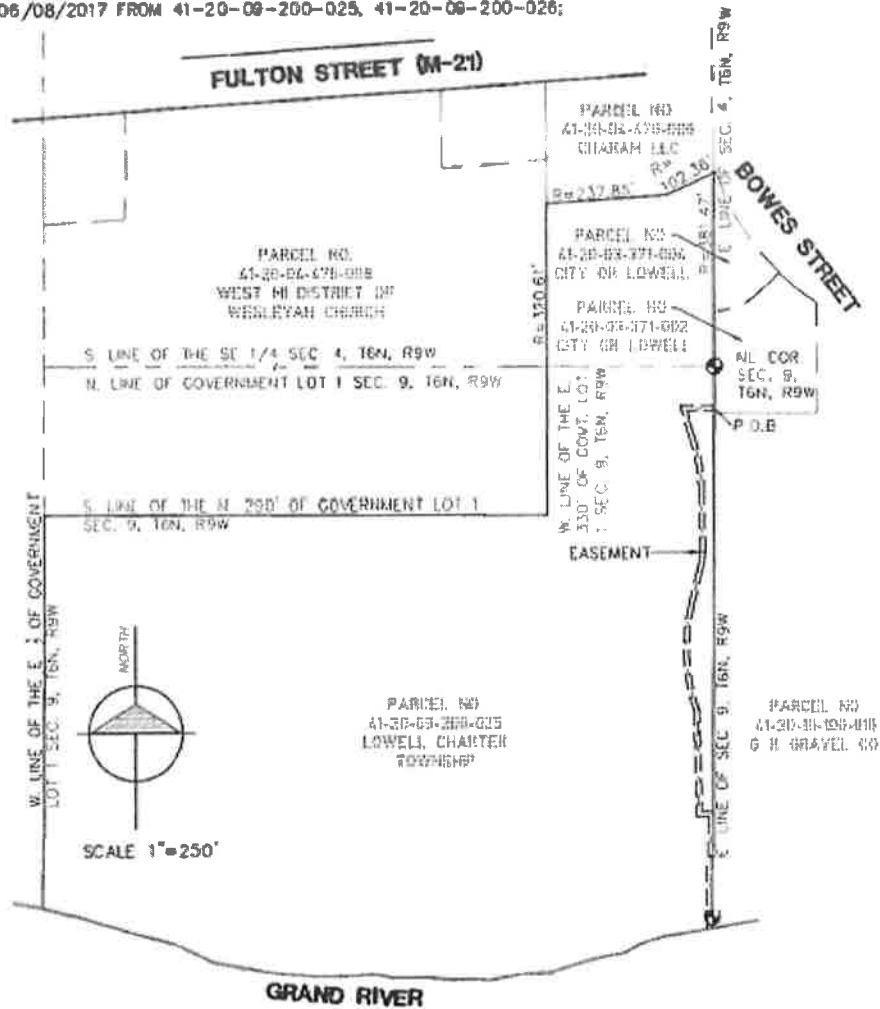
By: _____
Michael DeVore, Mayor

5

EXHIBIT A

THE REAL PROPERTY

412000200027 PART OF SE 1/4 & GOVT 1 COM AT SE COR OF SEC 4 TH N CO 46M 185 E ALONG E SEC LINE 381.47 FT TH S 650 42M 125 W 102.36 FT TH S 850 49M 305 W 237.85 FT TH S CO 46M 185 W 320.61 FT TO W LINE OF E 330 FT OF GOVT LOT 1 TH SLY ALONG SD W LINE TO S LINE OF N 200 FT OF GOVT LOT 1 TH WLY ALONG SD S LINE TO W LINE OF E 1/2 OF GOVT 1 TH SLY ALONG SD W LINE TO NLY LINE OF GRAND RIVER TH ELY ALONG SD NLY LINE TO E LINE OF SEC 9 TH NLY ALONG E SEC LINE TO BEG * SEC'S 4 & 9 T6N R9W 30.95 A. SPLIT/COMBINED ON 06/08/2017 FROM 41-20-09-200-025, 41-20-08-200-026;



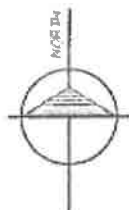
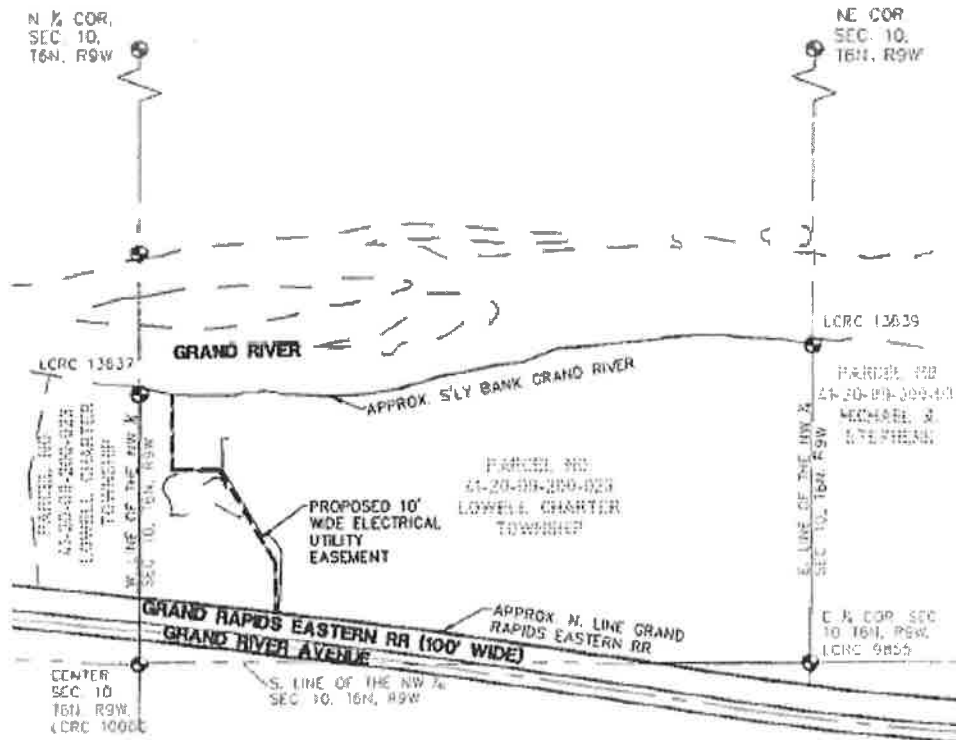
SHEET 1 OF 2

By _____
PROFESSIONAL SURVEYOR

EXHIBIT A1

THE REAL PROPERTY

412010100015 THAT PART OF NW 1/4 LYING SLY OF SLY BANK OF GRAND RIVER & NLY OF NLY LINE OF GRAND RAPIDS EASTERN /FORMERLY CENTRAL MICH- FORMERLY GT/ RR R/W /100 FT WIDE/ * SEC 10 T6N R9W 80.54 A. SPLIT ON 06/21/2006 FROM 41-20-10-100-009, 41-20-10-100-010;



SCALE 1"=500'
SHEET 1 OF 2

williams&works

engineers | surveyors | planners

516.234.3380 phone : <http://williamsworks.com>
598 Ottawa Ave NW : Grand Rapids, MI 49503

By _____
PROFESSIONAL SURVEYOR

THE EASEMENT

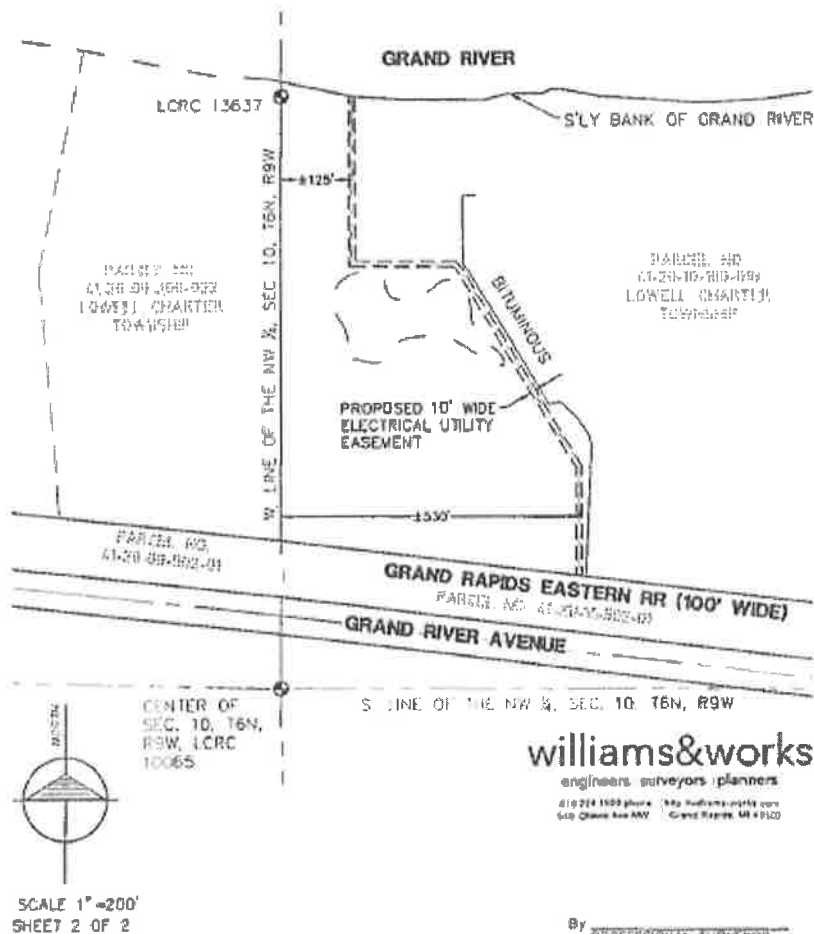


By PROFESSIONAL SURVEYOR

EXHIBIT B1

THE EASEMENT

A 10 foot wide easement for electrical utilities in that part of the Northwest 1/4 of Section 10, Township 6 North, Range 9 West, Lowell Township, Kent County, Michigan described as: Lying 5.00 feet each side of the line as constructed over that portion of said Northwest 1/4 lying Southerly of the Southerly Bank of the Grand River and Northerly of the Northerly line of the Grand Rapids Eastern Railroad (formerly Central Michigan RR, formerly GT RR, 100' wide) And being part of tax parcel 41-20-10-100-016.



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

[illegible]

AGENCIES ASSISTING LOWELL POLICE DEPARTMENT

MARCH 2019

COMP. #	DATE	INCIDENT	DEPARTMENT	STATUS
19-0368	3/6/2019	ASSAULT	KENT COUNTY	BACK-UP
19-0393	3/10/2019	ANIMAL CRUELTY	ANIMAL CONTROL	ASSISTED
19-0432	3/15/2019	CHILD NEGLECT	LOWELL FIRE	ASSISTED
19-0439	3/17/2019	AGGRAVATED ASSAULT	IONIA COUNTY	ASSISTED
19-0441	3/17/2019	VERBAL DOMESTIC	KENT COUNTY	BACK-UP
19-0442	3/18/2019	DISORIENTED SUBJECT	ROCKFORD AMBULANCE	ASSISTED
19-0456	3/19/2019	POSSESS MARIJUANA	KENT COUNTY	BACK-UP
19-0462	3/20/2019	CIVIL DOMESTIC	KENT COUNTY	BACK-UP
19-0479	3/23/2019	POSSIBLE CSC	CPS & KENT COUNTY	ASSISTED
19-0481	3/23/2019	OWI	KENT COUNTY	BACK-UP
19-0500	3/26/2019	SUSPICIOUS SUBJECT	KENT COUNTY	ASSISTED
19-0523	3/30/2019	DOMESTIC ASSAULT	IONIA COUNTY	ASSISTED

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

COMP. #	DATE	INCIDENT	DEPARTMENT	STATUS	VENUE
19-0334	3/1/2019	ROAD RAGE	KENT COUNTY	HANDLED CALL	LOWELL
19-0352	3/3/2019	CHECK WELL-BEING	KENT COUNTY	BACK-UP	VERGENNES
19-0371	3/6/2019	CPS INVESTIGATION	KENT COUNTY	ASSISTED	LOWELL
19-0373	3/6/2019	STAND-BY	KENT COUNTY	BACK-UP	LOWELL
19-0381	3/7/2019	SUICIDAL SUBJECT	KENT COUNTY	BACK-UP	LOWELL
19-0387	3/8/2019	SUSPICIOUS SUBJECT	KENT COUNTY	BACK-UP	LOWELL
19-0388	3/9/2019	SUSPICIOUS SUBJECT	KENT COUNTY	HANDLED CALL	VERGENNES
19-0400	3/11/2019	SUICIDAL SUBJECT	KENT COUNTY	ASSISTED	CITY OF LOWELL
19-0417	3/14/2019	WELFARE CHECK	KENT COUNTY	BACK-UP	LOWELL
19-0420	3/14/2019	CIVIL DISPUTE	KENT COUNTY	BACK-UP	LOWELL
19-0480	3/23/2019	CAR - DEER ACCIDENT	KENT COUNTY	HANDLED CALL	LOWELL
19-0482	3/23/2019	RECKLESS DRIVING	KENT COUNTY	ASSISTED	LOWELL
19-0522	3/30/2019	DISORDERLY SUBJECT	KENT COUNTY	BACK-UP	LOWELL

**MONTHLY COMPARISON TOTALS
MARCH 2018 AND 2019**

ACTIVITY	MARCH	2018 YEAR-TO-DATE	MARCH	2019 YEAR-TO-DATE
Total Arrests	36	98	13	48
Alcohol (MIP/Open Intox)	0	1	0	1
Drug Law Violations	3	13	0	2
Drunk Driving	2	9	2	5
Suspended License	3	7	2	5
Warrant Arrest	22	46	6	21
Other Arrests	6	22	3	14
Assault	2	3	3	5
Assault (Verbal)	3	11	5	8
Assault (Domestic)	2	5	2	2
Assist from Other Agency	12	24	12	21
Assist to Other Agency	8	39	13	38
Assist to Citizen	45	117	43	121
Breaking & Entering	1	1	0	5
Disorderly Conduct	6	6	2	9
Dog Complaints	2	4	4	7
Larceny	4	17	9	22
Malicious Destruction	4	7	4	5
Motorist Assist	8	21	9	31
Ordinance Violations	8	18	2	5
Accident Total	7	32	12	34
{Property Damage}	6	27	12	34
{Personal Injury}	1	5	0	0
Citations Issued	30	93	33	75
Traffic Stops: Warned	127	392	90	236
# of Traffic Stops Made	138	450	113	289
TOTAL COMPLAINTS	189	540	192	523

CITY OF LOWELL
REPORT FOR : MARCH
FOR: Michael Burns

DRINKING WATER TREATMENT AND FILTRATION PLANT

A TOTAL OF: 16.6516 MILLION GALLONS OF RAW WATER WAS TREATED FOR THE
MONTH OF: MARCH TOTAL PUMPING TIME, TREATMENT AND THE DISTRIBUTION
OF THE FINISHED WATER TO THE SYSTEM REQUIRED 263.67 HOURS, WHICH RESULTED IN
278.25 MAN HOURS FOR THE OPERATION.

CHEMICAL COST PER MILLION GALLONS: \$ 184.14

ELECTRICAL COST PER MILLION GALLONS: \$ 311.32

TOTAL COST PER MILLION GALLONS: \$ 495.46

WATER PRODUCTION

DAILY AVERAGE: 0.537 MILLION GALLONS

DAILY MAXIMUM: 0.607 MILLION GALLONS

DAILY MINIMUM: 0.405 MILLION GALLONS

THE AVERAGE PLANT OPERATION TIME WAS 8.5054 HOURS PER DAY.

Dept. of Public Works, City of Lowell

217 S. Hudson

Lowell, MI 49331

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

Posted Totals by Invoice Number

Report Date: 04/05/2019

Period From: 03/01/2019 To: 03/31/2019

Invoice Number	Date	Name	Tax	Total	Balance Due
001412	03/04/2019	Equipment	0.00	708.69	157.50
001427	03/01/2019	Police	0.00	55.25	1,293.79
Grand Totals:			0.00	763.94	1,451.29
Number of Invoices:		2	* - Indicates a Counter Sale		
Averages:				\$381.97	725.65

Dept. of Public Works, City of Lowell

217 S. Hudson

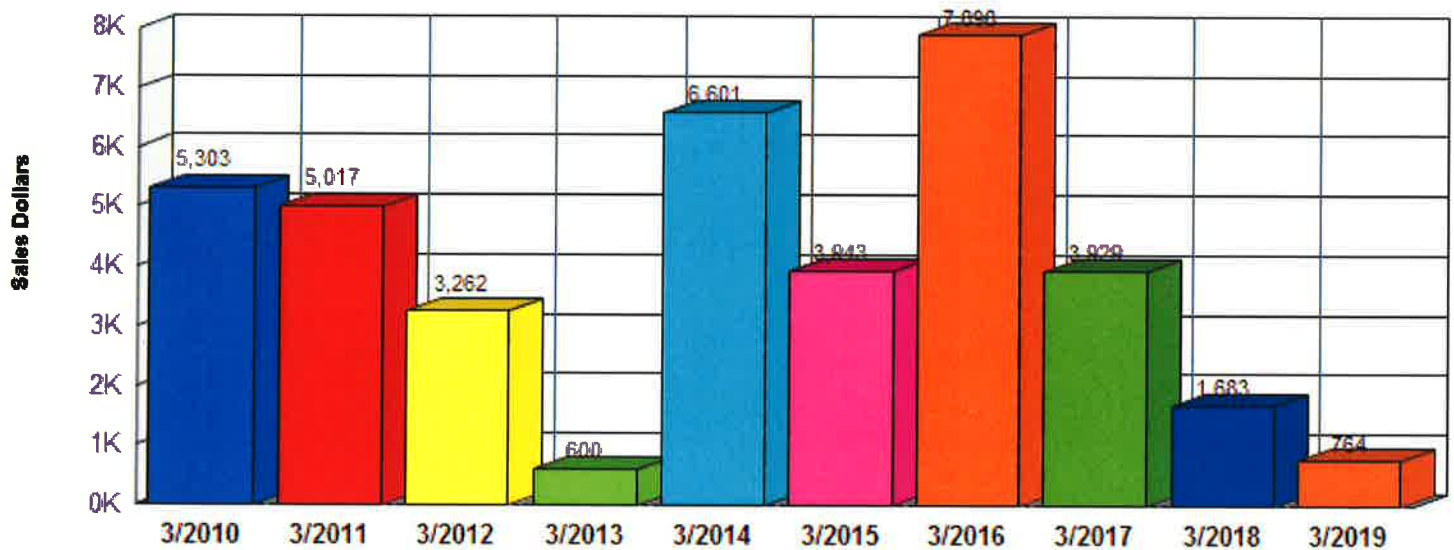
Lowell, MI. 49331

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

Sales By Selected Month For The Month Of March

Report Date: 04/05/2019

<u>Month & Year</u>	<u>Avg. RO</u>	<u>Car Count</u>	<u>Sales Amount</u>	<u>Avg. Labor</u>	<u>Total Labor</u>	<u>Avg. Parts</u>	<u>Total Parts</u>
3/2010	252.52	21	5,302.82	140.86	2,958.00	106.61	2,238.77
3/2011	358.33	14	5,016.64	145.59	2,038.20	206.83	2,895.58
3/2012	233.02	14	3,262.22	160.71	2,250.00	64.96	909.47
3/2013	120.05	5	600.23	54.00	270.00	63.35	316.73
3/2014	825.11	8	6,600.91	433.13	3,465.00	381.21	3,049.66
3/2015	328.57	12	3,942.84	152.39	1,828.62	168.69	2,024.29
3/2016	987.19	8	7,897.50	423.41	3,387.28	557.80	4,462.37
3/2017	280.68	14	3,929.46	190.64	2,669.00	82.86	1,160.01
3/2018	152.98	11	1,682.83	117.55	1,293.00	29.56	325.18
3/2019	381.97	2	763.94	373.16	746.31	0.00	0.00
Totals:		109	38,999.39		\$20,905.41		\$17,382.06



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

Lowell Area Fire Dept.

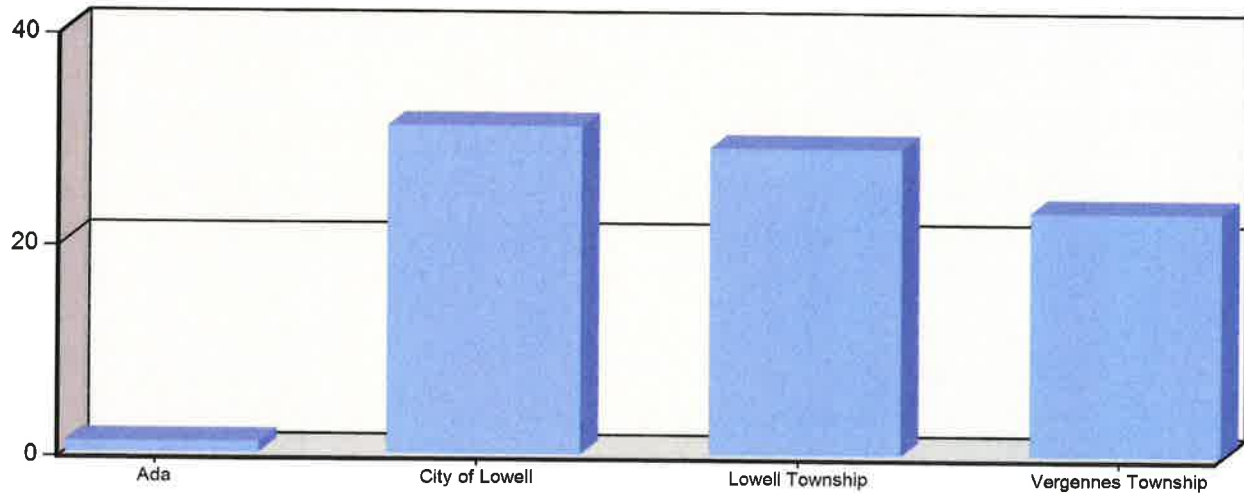
Lowell, MI

This report was generated on 4/1/2019 4:29:18 PM



Incident Count per Zone for Date Range

Start Date: 03/01/2019 | End Date: 03/31/2019



ZONE	# INCIDENTS
Ada - Ada Township	1
City of Lowell - City	31
Lowell Township - Lowell Township	29
Vergennes Township - Vergennes Township	23
TOTAL:	84

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



Lowell Area Fire Dept.

Lowell, MI

This report was generated on 4/1/2019 4:28:45 PM



Incident Count per User-Defined Fields for Date Range

Start Date: 03/01/2019 | End Date: 03/31/2019

ANSWERS	# INCIDENTS
USER-DEFINED FIELD: SCBA (Required)	
0	83
6	1

USER-DEFINED FIELD: Hose 1.5 inch Feet used (Required)	
0	82
100	1
500	1

USER-DEFINED FIELD: Hose 3 inch Feet used (Required)	
0	84

USER-DEFINED FIELD: Hose 5 inch feet used (Required)	
0	83
300	1

USER-DEFINED FIELD: Hand Tools Used (Required)	
0	76
1 14ft ladder, 1 chimney bag	1
2	1
2 gas monitors	1
2-4 gas monitors	1
3 Pike, 1K saw,, 1 Ax	1
4 Indian Packs	1
Pike Pole	1
Traffic sign	1

USER-DEFINED FIELD: Rescue Tools Used (Required)	
0	84

USER-DEFINED FIELD: Water used (gal) (Required)	
0	81
187	1
200	1
8000	1

USER-DEFINED FIELD: LUCAS (Required)	
NO	82

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



ANSWERS	# INCIDENTS
Yes	2

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



Lowell Area Fire Dept.

Lowell, MI

This report was generated on 4/1/2019 4:30:17 PM



Incident Count with Man-Hours per Zone for Date Range

Start Date: 03/01/2019 | End Date: 03/31/2019

ZONE	INCIDENT COUNT	MAN-HOURS
Ada - Ada Township	1	1:40
City of Lowell - City	31	33:42
Lowell Township - Lowell Township	29	46:02
Vergennes Township - Vergennes Township	23	63:15
TOTAL	84	144:39

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



emergencyreporting.com
Doc Id: 1306
Page # 1

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
TAXES	TAXES	2,009,573.45	1,853,766.19	39,088.39	155,807.26	92.25
STATE	STATE GRANTS	439,153.00	207,350.58	0.00	231,802.42	47.22
LICPER	LICENSES AND PERMITS	43,600.00	32,333.16	425.00	11,266.84	74.16
CHARGES	CHARGES FOR SERVICES	325,156.00	49,678.88	6,787.22	275,477.12	15.28
INT	INTEREST AND RENTS	4,850.00	8,911.40	0.00	(4,061.40)	183.74
OTHER	OTHER REVENUE	15,500.00	37,541.30	29,317.27	(22,041.30)	242.20
TRANSIN	TRANSFERS IN	151,273.00	151,273.00	0.00	0.00	100.00
FINES	FINES AND FORFEITURES	5,500.00	12,979.09	976.68	(7,479.09)	235.98
LOCAL	LOCAL CONTRIBUTIONS	10,510.00	8,708.64	(2,400.00)	1,801.36	82.86
TOTAL REVENUES		3,005,115.45	2,362,542.24	74,194.56	642,573.21	78.62
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
101	COUNCIL	21,659.00	16,217.11	1,527.67	5,441.89	74.87
172	MANAGER	125,197.22	96,864.22	12,900.57	28,333.00	77.37
191	ELECTIONS	14,860.00	5,994.00	117.50	8,866.00	40.34
209	ASSESSOR	54,900.00	42,182.05	6,075.74	12,717.95	76.83
210	ATTORNEY	45,000.00	39,027.46	6,179.00	5,972.54	86.73
215	CLERK	129,383.95	91,979.56	12,419.98	37,404.39	71.09
253	TREASURER	213,323.66	170,093.51	19,200.40	43,230.15	79.73
265	CITY HALL	150,925.36	116,934.76	21,076.15	33,990.60	77.48
276	CEMETERY	123,889.57	91,129.18	10,029.78	32,760.39	73.56
294	UNALLOCATED MISCELLANEOUS	5,000.00	7,991.12	(105,574.00)	(2,991.12)	159.82
301	POLICE DEPARTMENT	736,428.68	538,026.61	87,240.67	198,402.07	73.06
305	CODE ENFORCEMENT	87,900.26	69,496.80	12,340.63	18,403.46	79.06
336	FIRE	125,060.00	90,478.11	221.87	34,581.89	72.35
371	BUILDING INSPECTION DEPARTMENT	0.00	0.00	0.00	0.00	0.00
400	PLANNING & ZONING	65,511.95	54,672.94	3,586.28	10,839.01	83.45
426	EMERGENCY MANAGEMENT	0.00	688.21	(1,823.69)	(688.21)	100.00
441	DEPARTMENT OF PUBLIC WORKS	295,771.47	179,053.34	31,091.93	116,718.13	60.54
442	SIDEWALK	3,909.01	2,455.44	541.16	1,453.57	62.81
443	ARBOR BOARD	0.00	0.00	0.00	0.00	0.00
523	TRASH	0.00	0.00	0.00	0.00	0.00
651	AMBULANCE	0.00	0.00	0.00	0.00	0.00
672	SENIOR CITIZEN CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
728	ECONOMIC DEVELOPMENT	19,807.05	10,959.61	0.00	8,847.44	55.33
747	CHAMBER/RIVERWALK	6,500.00	2,364.06	363.98	4,135.94	36.37
751	PARKS	158,142.04	91,100.43	10,756.88	67,041.61	57.61
757	SHOWBOAT	7,600.00	3,454.44	(3,030.06)	4,145.56	45.45
758	DOG PARK	0.00	0.00	0.00	0.00	0.00
774	RECREATION CONTRIBUTIONS	0.00	5,000.00	0.00	(5,000.00)	100.00
790	LIBRARY	82,229.06	49,195.74	8,292.79	33,033.32	59.83
803	HISTORICAL DISTRICT COMMISSION	0.00	30.00	0.00	(30.00)	100.00
804	MUSEUM	53,825.50	40,854.88	3,629.15	12,970.62	75.90
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	447,546.00	0.00	0.00	447,546.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
<hr/>						
Fund 101 - GENERAL FUND						
Expenditures						
TOTAL EXPENDITURES		2,974,369.78	1,816,243.58	137,164.38	1,158,126.20	61.06
TOTAL REVENUES		3,005,115.45	2,362,542.24	74,194.56	642,573.21	78.62
TOTAL EXPENDITURES		2,974,369.78	1,816,243.58	137,164.38	1,158,126.20	61.06
NET OF REVENUES & EXPENDITURES		30,745.67	546,298.66	(62,969.82)	(515,552.99)	1,776.83

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	500.00	1,264.76	0.00	(764.76)	252.95
OTHER	OTHER REVENUE	272,500.00	213,196.00	26,001.04	59,304.00	78.24
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
FED	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		273,000.00	214,460.76	26,001.04	58,539.24	78.56
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	98,900.00	77,627.56	35,806.56	21,272.44	78.49
463	MAINTENANCE	55,606.19	14,073.22	728.06	41,532.97	25.31
474	TRAFFIC	8,831.53	4,242.89	156.74	4,588.64	48.04
478	WINTER MAINTENANCE	48,020.51	48,392.15	13,595.01	(371.64)	100.77
483	ADMINISTRATION	15,444.00	4,118.25	0.00	11,325.75	26.67
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		226,802.23	148,454.07	50,286.37	78,348.16	65.46
TOTAL REVENUES		273,000.00	214,460.76	26,001.04	58,539.24	78.56
TOTAL EXPENDITURES		226,802.23	148,454.07	50,286.37	78,348.16	65.46
NET OF REVENUES & EXPENDITURES		46,197.77	66,006.69	(24,285.33)	(19,808.92)	142.88

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
CHARGES	CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00
INT	INTEREST AND RENTS	0.00	618.98	0.00	(618.98)	100.00
OTHER	OTHER REVENUE	102,000.00	106,397.02	20,721.37	(4,397.02)	104.31
TRANSIN	TRANSFERS IN	100,000.00	0.00	0.00	100,000.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		202,000.00	107,016.00	20,721.37	94,984.00	52.98
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	16,250.00	1,423.62	528.00	14,826.38	8.76
463	MAINTENANCE	72,087.93	53,269.63	3,667.49	18,818.30	73.90
474	TRAFFIC	11,569.60	4,243.17	189.15	7,326.43	36.68
478	WINTER MAINTENANCE	69,064.27	68,477.92	20,149.17	586.35	99.15
483	ADMINISTRATION	19,162.00	4,546.25	0.00	14,615.75	23.73
906	DEBT SERVICE	26,587.00	26,587.50	0.00	(0.50)	100.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		214,720.80	158,548.09	24,533.81	56,172.71	73.84
TOTAL REVENUES		202,000.00	107,016.00	20,721.37	94,984.00	52.98
TOTAL EXPENDITURES		214,720.80	158,548.09	24,533.81	56,172.71	73.84
NET OF REVENUES & EXPENDITURES		(12,720.80)	(51,532.09)	(3,812.44)	38,811.29	405.10

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 238 - HISTORICAL DISTRICT FUND						
Revenues						
INT	INTEREST AND RENTS	100.00	43.51	0.00	56.49	43.51
OTHER	OTHER REVENUE	50,000.00	0.00	0.00	50,000.00	0.00
TOTAL REVENUES		50,100.00	43.51	0.00	50,056.49	0.09
Expenditures						
000		50,000.00	6,623.00	0.00	43,377.00	13.25
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		50,000.00	6,623.00	0.00	43,377.00	13.25
TOTAL REVENUES		50,100.00	43.51	0.00	50,056.49	0.09
TOTAL EXPENDITURES		50,000.00	6,623.00	0.00	43,377.00	13.25
NET OF REVENUES & EXPENDITURES		100.00	(6,579.49)	0.00	6,679.49	6,579.49

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
TAXES	TAXES	520,000.00	567,947.40	43,388.05	(47,947.40)	109.22
STATE	STATE GRANTS	8,000.00	0.00	0.00	8,000.00	0.00
INT	INTEREST AND RENTS	1,000.00	1,963.16	0.00	(963.16)	196.32
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		529,000.00	569,910.56	43,388.05	(40,910.56)	107.73
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
450	CAPITAL OUTLAY	86,000.00	2,653.00	1,473.00	83,347.00	3.08
463	MAINTENANCE	96,131.34	83,065.16	11,272.59	13,066.18	86.41
483	ADMINISTRATION	34,104.69	17,586.59	5,027.93	16,518.10	51.57
740	COMMUNITY PROMOTIONS	105,000.00	53,647.08	6.50	51,352.92	51.09
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	168,613.00	168,613.00	17,340.00	0.00	100.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		489,849.03	325,564.83	35,120.02	164,284.20	66.46
TOTAL REVENUES		529,000.00	569,910.56	43,388.05	(40,910.56)	107.73
TOTAL EXPENDITURES		489,849.03	325,564.83	35,120.02	164,284.20	66.46
NET OF REVENUES & EXPENDITURES		39,150.97	244,345.73	8,268.03	(205,194.76)	624.11

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 249 - BUILDING INSPECTION FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	0.00	86,541.00	1,467.00	(86,541.00)	100.00
INT	INTEREST AND RENTS	0.00	16.02	0.00	(16.02)	100.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	86,557.02	1,467.00	(86,557.02)	100.00
Expenditures						
371	BUILDING INSPECTION DEPARTMENT	0.00	79,366.90	4,904.10	(79,366.90)	100.00
TOTAL EXPENDITURES		0.00	79,366.90	4,904.10	(79,366.90)	100.00
TOTAL REVENUES		0.00	86,557.02	1,467.00	(86,557.02)	100.00
TOTAL EXPENDITURES		0.00	79,366.90	4,904.10	(79,366.90)	100.00
NET OF REVENUES & EXPENDITURES		0.00	7,190.12	(3,437.10)	(7,190.12)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 260 - DESIGNATED CONTRIBUTIONS						
Revenues						
STATE	STATE GRANTS	500,000.00	418,088.74	0.00	81,911.26	83.62
INT	INTEREST AND RENTS	1,000.00	1,539.67	0.00	(539.67)	153.97
OTHER	OTHER REVENUE	4,000.00	17,500.00	0.00	(13,500.00)	437.50
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		505,000.00	437,128.41	0.00	67,871.59	86.56
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
265	CITY HALL	0.00	0.00	0.00	0.00	0.00
276	CEMETERY	0.00	0.00	0.00	0.00	0.00
301	POLICE DEPARTMENT	0.00	0.00	0.00	0.00	0.00
442	SIDEWALK	0.00	0.00	0.00	0.00	0.00
443	ARBOR BOARD	4,000.00	0.00	0.00	4,000.00	0.00
474	TRAFFIC	0.00	5,084.20	0.00	(5,084.20)	100.00
751	PARKS	500,000.00	16,971.00	8,646.60	483,029.00	3.39
758	DOG PARK	1,000.00	463.85	51.35	536.15	46.39
759	COMMUNITY GARDEN	0.00	0.00	0.00	0.00	0.00
790	LIBRARY	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		505,000.00	22,519.05	8,697.95	482,480.95	4.46
TOTAL REVENUES		505,000.00	437,128.41	0.00	67,871.59	86.56
TOTAL EXPENDITURES		505,000.00	22,519.05	8,697.95	482,480.95	4.46
NET OF REVENUES & EXPENDITURES		0.00	414,609.36	(8,697.95)	(414,609.36)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 351 - GENERAL DEBT SERVICE (NON-VOTED BONDS)						
Revenues						
INT	INTEREST AND RENTS	0.00	0.00	0.00	0.00	0.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
906	DEBT SERVICE	0.00	58,772.51	0.00	(58,772.51)	100.00
TOTAL EXPENDITURES		0.00	58,772.51	0.00	(58,772.51)	100.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	58,772.51	0.00	(58,772.51)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(58,772.51)	0.00	58,772.51	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 581 - AIRPORT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	12,216.00	10,995.97	1,052.88	1,220.03	90.01
INT	INTEREST AND RENTS	56,850.00	36,898.34	6,930.00	19,951.66	64.90
OTHER	OTHER REVENUE	1,000.00	0.00	0.00	1,000.00	0.00
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		70,066.00	47,894.31	7,982.88	22,171.69	68.36
Expenditures						
000		83,000.00	45,753.00	6,245.59	37,247.00	55.12
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		83,000.00	45,753.00	6,245.59	37,247.00	55.12
TOTAL REVENUES		70,066.00	47,894.31	7,982.88	22,171.69	68.36
TOTAL EXPENDITURES		83,000.00	45,753.00	6,245.59	37,247.00	55.12
NET OF REVENUES & EXPENDITURES		(12,934.00)	2,141.31	1,737.29	(15,075.31)	16.56

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 590 - WASTEWATER FUND						
Revenues						
STATE	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
CHARGES	CHARGES FOR SERVICES	1,066,100.00	734,639.08	109,412.05	331,460.92	68.91
INT	INTEREST AND RENTS	7,000.00	6,080.32	0.00	919.68	86.86
OTHER	OTHER REVENUE	500.00	437.53	0.00	62.47	87.51
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
LOCAL	LOCAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
FED	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,073,600.00	741,156.93	109,412.05	332,443.07	69.03
Expenditures						
000		0.00	0.00	(2,500.00)	0.00	0.00
550	TREATMENT	1,036,972.50	673,141.56	112,719.95	363,830.94	64.91
551	COLLECTION	244,588.47	192,534.80	(3,050.06)	52,053.67	78.72
552	CUSTOMER ACCOUNTS	80,345.15	64,488.51	6,660.10	15,856.64	80.26
553	ADMINISTRATION	315,341.50	126,177.38	813.00	189,164.12	40.01
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,677,247.62	1,056,342.25	114,642.99	620,905.37	62.98
TOTAL REVENUES		1,073,600.00	741,156.93	109,412.05	332,443.07	69.03
TOTAL EXPENDITURES		1,677,247.62	1,056,342.25	114,642.99	620,905.37	62.98
NET OF REVENUES & EXPENDITURES		(603,647.62)	(315,185.32)	(5,230.94)	(288,462.30)	52.21

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 591 - WATER FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	1,093,700.00	824,015.05	100,099.03	269,684.95	75.34
INT	INTEREST AND RENTS	13,540.00	9,447.96	440.00	4,092.04	69.78
OTHER	OTHER REVENUE	5,000.00	9,314.58	2,103.86	(4,314.58)	186.29
TRANSIN	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,112,240.00	842,777.59	102,642.89	269,462.41	75.77
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
552	CUSTOMER ACCOUNTS	0.00	0.00	0.00	0.00	0.00
570	TREATMENT	442,575.85	279,067.64	34,493.20	163,508.21	63.06
571	DISTRIBUTION	312,462.27	332,616.45	(2,174.75)	(20,154.18)	106.45
572	CUSTOMER ACCOUNTS	86,013.15	67,899.54	6,660.01	18,113.61	78.94
573	ADMINISTRATION	449,641.50	74,947.57	15,525.00	374,693.93	16.67
906	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,290,692.77	754,531.20	54,503.46	536,161.57	58.46
TOTAL REVENUES		1,112,240.00	842,777.59	102,642.89	269,462.41	75.77
TOTAL EXPENDITURES		1,290,692.77	754,531.20	54,503.46	536,161.57	58.46
NET OF REVENUES & EXPENDITURES		(178,452.77)	88,246.39	48,139.43	(266,699.16)	49.45

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 636 - DATA PROCESSING FUND						
Revenues						
INT	INTEREST AND RENTS	80,274.00	80,285.50	0.00	(11.50)	100.01
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		80,274.00	80,285.50	0.00	(11.50)	100.01
Expenditures						
000		84,940.00	57,986.67	3,447.60	26,953.33	68.27
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		84,940.00	57,986.67	3,447.60	26,953.33	68.27
TOTAL REVENUES		80,274.00	80,285.50	0.00	(11.50)	100.01
TOTAL EXPENDITURES		84,940.00	57,986.67	3,447.60	26,953.33	68.27
NET OF REVENUES & EXPENDITURES		(4,666.00)	22,298.83	(3,447.60)	(26,964.83)	477.90

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 661 - EQUIPMENT FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	172,350.00	158,219.25	24,082.76	14,130.75	91.80
INT	INTEREST AND RENTS	150.00	354.70	0.00	(204.70)	236.47
OTHER	OTHER REVENUE	500.00	35.83	0.00	464.17	7.17
TRANSIN	TRANSFERS IN	62,340.00	17,340.00	17,340.00	45,000.00	27.82
TOTAL REVENUES		235,340.00	175,949.78	41,422.76	59,390.22	74.76
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
895	FLEET MAINT. & REPLACEMENT	366,124.05	164,841.01	53,920.99	201,283.04	45.02
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		366,124.05	164,841.01	53,920.99	201,283.04	45.02
TOTAL REVENUES		235,340.00	175,949.78	41,422.76	59,390.22	74.76
TOTAL EXPENDITURES		366,124.05	164,841.01	53,920.99	201,283.04	45.02
NET OF REVENUES & EXPENDITURES		(130,784.05)	11,108.77	(12,498.23)	(141,892.82)	8.49

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 711 - CEMETERY FUND						
Revenues						
CHARGES	CHARGES FOR SERVICES	0.00	10,000.00	0.00	(10,000.00)	100.00
INT	INTEREST AND RENTS	0.00	1,905.06	0.00	(1,905.06)	100.00
TOTAL REVENUES		0.00	11,905.06	0.00	(11,905.06)	100.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	11,905.06	0.00	(11,905.06)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	11,905.06	0.00	(11,905.06)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 714 - LEE FUND						
Revenues						
INT	INTEREST AND RENTS	4,000.00	1,602.01	0.00	2,397.99	40.05
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		4,000.00	1,602.01	0.00	2,397.99	40.05
Expenditures						
000		4,000.00	0.00	0.00	4,000.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
TOTAL REVENUES		4,000.00	1,602.01	0.00	2,397.99	40.05
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	1,602.01	0.00	(1,602.01)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 715 - LOOK FUND						
Revenues						
INT	INTEREST AND RENTS	18,000.00	4,038.63	456.23	13,961.37	22.44
OTHER	OTHER REVENUE	0.00	19,575.71	0.00	(19,575.71)	100.00
TOTAL REVENUES		18,000.00	23,614.34	456.23	(5,614.34)	131.19
Expenditures						
000		18,000.00	17,575.71	0.00	424.29	97.64
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		18,000.00	17,575.71	0.00	424.29	97.64
TOTAL REVENUES		18,000.00	23,614.34	456.23	(5,614.34)	131.19
TOTAL EXPENDITURES		18,000.00	17,575.71	0.00	424.29	97.64
NET OF REVENUES & EXPENDITURES		0.00	6,038.63	456.23	(6,038.63)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 716 - CARR FUND						
Revenues						
INT	INTEREST AND RENTS	0.00	72.73	0.00	(72.73)	100.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	72.73	0.00	(72.73)	100.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	72.73	0.00	(72.73)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	72.73	0.00	(72.73)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 718 - CARR FUND II						
Revenues						
INT	INTEREST AND RENTS	0.00	255.09	0.00	(255.09)	100.00
OTHER	OTHER REVENUE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	255.09	0.00	(255.09)	100.00
Expenditures						
000		0.00	0.00	0.00	0.00	0.00
965	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
999	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	255.09	0.00	(255.09)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	255.09	0.00	(255.09)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
 PERIOD ENDING 03/31/2019

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019	ACTIVITY FOR MONTH 03/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 737 - OTHER POST EMPLOYEE BENEFITS						
Expenditures						
483	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES - ALL FUNDS		7,157,735.45	5,703,171.84	427,688.83	1,454,563.61	79.68
TOTAL EXPENDITURES - ALL FUNDS		7,984,746.28	4,713,121.87	493,467.26	3,271,624.41	59.03
NET OF REVENUES & EXPENDITURES		(827,010.83)	990,049.97	(65,778.43)	(1,817,060.80)	119.71

Monthly Operating Report

for the . . .

Contract Operation

of the . . .



Wastewater Treatment Plant

March 2019





April 11, 2019

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

Dear Mr. Burns:

On behalf of Suez I am pleased to submit the March Monthly Operating Report for the Lowell Wastewater Treatment Plant. During the month 55.46 million gallons of wastewater were treated, up from 45.75 million gallons the month before.

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

INDUSTRIAL PRETREATMENT PROGRAM

The Fullers Septic March surcharges were \$9.51 for the month. No operational problems were experienced at the plant from this discharge.

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

MAINTENANCE COST REPORT

Date	Vendor	Cost
3/22	Lubrication Engineers (1)	\$ 1296.64
Beginning Balance of the Annual Maintenance Allowance (Including carryover \$\$ from FY 17-18)*		\$ 12,225.88*
Maintenance Allowance Spent YTD		\$ 10,027.58
Balance of Maintenance Allowance		\$ 2,198.30

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

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

- Purchased grease and oil for equipment preventative maintenance (1)

PROJECTS FOR THE FUTURE

- Paint East side of main building
- Replace flush line for sampler pump

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

Respectfully submitted,

SUEZ

A handwritten signature in black ink, appearing to read "Brian Vander Meulen". The signature is written in a cursive, flowing style.

Brian Vander Meulen
Plant Manager

MARCH EFFLUENT ANALYSIS OVERVIEW

The daily average for CBOD was 4 mg/l, 84% under the NPDES limit of 25 mg/l. The worst 7-day average was 4 mg/l, 90% under the NPDES limit of 40 mg/l.

The daily average for Suspended Solids was 4.4 mg/l, 85% under the NPDES limit of 30 mg/l. The worst 7-day average was 5.1 mg/l, 89% under the NPDES limit of 45 mg/l.

The monthly average for Phosphorus was 0.36 mg/l, the limit is 1.0 mg/l.

The average removal rate for BOD was 95%; a minimum of 85% is required. The average removal rate for Suspended Solids was 94%; a minimum of 85% is required.

The geometric average for fecal coliform bacteria was 186 colonies/100 mls, the limit is 200 colonies/100 mls. The worst 7-day average was 307 colonies/100 mls, the limit is 400 colonies/100 mls.

The highest chlorine residual was 0.031 mg/l; the limit is 0.038 mg/l. The monthly average was 0.014 mg/l.

Appendix A



State of Michigan
Department of Environmental Quality

Plant Influent Sheet

Lowell, Michigan

R4607 4/74
4833-6040

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

Plant No. 410049
Month March
Year 2019

Superintendent's Signature Brian Vander Meulen, Supt.

DAY PN SF	WEATHER		FLOW		RAW SEWAGE QUALITY											DAY PN SF
	Type Code	Precip Inches	Total MGD	Peak MGD	Temp F	pH SU	BOD		SS		Total-P		VSS mg/l	NH3-N mg/l	Mercury ng/l	
	0033	0045	50050	50051	00011	00400	00310	85001	00530	85002	00665	85004	00535	00610	71900	
1	258	0.04	1.50	1.70	58	7.4	51	638	72	901			68		*G	1
2	378	0.00	1.50	1.80												2
3	257	0.00	1.53	1.70												3
4	357	0.08	1.42	1.60	58	7.2	85	1007	94	1113			90			4
5	257	0.01	1.39	1.60												5
6	257	0.00	1.34	1.60	59	7.4	117	1308	96	1073	1.7	19.0	94	8.4		6
7	27	0.00	1.37	1.60												7
8	269	0.00	1.31	2.60	59	7.3	100	1093	94	1027			92			8
9	2468	0.56	1.40	1.70												9
10	278	0.00	1.48	1.80												10
11	27	0.00	1.47	1.80	59	7.5	71	870	68	834			66			11
12	247	0.04	1.51	1.90												12
13	24	0.20	1.60	1.90	60	7.5	105	1401	108	1441	1.7	22.7	88	8.1		13
14	31	0.30	1.98	2.40												14
15	34578	0.05	2.12	2.70	60	7.5	60	1061	62	1096			58			15
16	2578	0.00	2.64	2.80												16
17	246	0.00	2.50	2.80												17
18	27	0.00	2.30	2.60	62	7.2	65	1247	96	1841			90			18
19	17	0.00	2.33	2.60												19
20	347	0.38	2.24	2.50	60	7.4	57	1065	80	1495	1.2	22.4	56	4.7		20
21	27	0.00	2.19	2.40												21
22	27	0.00	2.03	2.60	60	7.8	63	1067	60	1016			58			22
23	27	0.00	2.12	2.40												23
24	16	0.00	2.04	2.30												24
25	16	0.00	1.91	2.30	60	7.3	39	621	22	350			20			25
26	16	0.00	1.86	2.10												26
27	16	0.00	1.77	2.00	60	7.5	65	960	76	1422	1.6	23.6	68	6.6		27
28	168	0.00	1.78	1.90												28
29	246	0.29	1.57	2.10	60	7.5	24	314	72	943			62			29
30	26	0.00	1.66	1.80												30
31	278	0.00	1.60	1.80												31
TL	XXXX	1.95	55.46	XXXX	XXXX	XXXX	XXXX	30166	XXXX	33985	XXXX	680	XXXX	XXXX	XXXX	TL
ME	XXXX	XXXX	1.79	XXXX	60	7.4	69	973	77	1096	1.6	21.9	70	7.0	XXXX	ME
MAX	XXXX	0.56	2.64	2.80	62	7.8	117	1401	108	1841	1.7	23.6	94	8.4	XXXX	MAX
MIN	XXXX	XXXX	1.31	1.60	58	7.2	24	314	22	350	1.2	19.0	20	4.7	XXXX	MIN

Activated Sludge Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

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

Plant No. Month Year
410049 March 2019

Superintendent's Signature
Brian Vander Meulen, Supt.

AERATION SYSTEM					MIXED LIQUOR						SECONDARY SLUDGE			Process Modifi- cation see code 80889	D A Y P N S F	REMARKS
D A Y P N S F	Aeration Volume KCF 80993	Detention Time Hours 81001	Sludge Age Days 80990	Organic Loading F/M 80992	MLSS mg/l 70323	MLVSS mg/l 70324	Scittle % 81004	SDI % 81007	DO mg/l 00300	SVI % 8100	SS % 81006	VSS % 70325	Waste Kgal 80991			
1	96	11.5	17.1	0.05	2579	2021	20	1.29	6.3	78	0.52	0.40	24.9	4	1	
2		11.5											0.0		2	
3		11.3											0.0		3	
4		12.1	14.9	0.08	2774	2165	20	1.39	6.2	72	0.56	0.43	0.0		4	
5		12.4											26.3		5	
6		12.9	13.7	0.11	2447	1912	20	1.22	7.4	82	0.41	0.32	23.5		6	
7		12.6											30.3		7	
8		13.2	12.7	0.11	2173	1727	15	1.45	3.3	69	0.35	0.28	25.5		8	
9		12.3											0.0		9	
10		11.6											0.0		10	
11		11.7	17.6	0.08	2448	1926	19	1.29	3.0	78	0.39	0.31	107.6		11	
12		11.4											28.5		12	
13		10.8	8.3	0.15	1994	1583	15	1.33	6.1	75	0.36	0.29	0.0		13	
14		8.7											0.0		14	
15		8.1	15.7	0.08	2882	2300	16	1.80	5.4	56	0.53	0.42	26.1		15	
16		6.5											0.0		16	
17		6.9											0.0		17	
18		7.5	8.9	0.10	2739	2187	22	1.25	3.6	80	0.63	0.50	22.4		18	
19		7.4											98.1		19	
20		7.7	7.5	0.12	1883	1478	14	1.35	6.7	74	0.44	0.34	24.8		20	
21		7.9											0.0		21	
22		8.5	11.1	0.12	1888	1483	15	1.26	5.6	79	0.29	0.23	27.8		22	
23		8.1											0.0		23	
24		8.4											0.0		24	
25		9.0	29.5	0.08	1728	1358	13	1.33	3.8	75	0.43	0.33	23.6		25	
26		9.3											0.0		26	
27		9.7	12.3	0.09	2297	1788	17	1.35	6.9	74	0.44	0.34	0.0		27	
28		9.7											27.4		28	
29		11.0	14.0	0.03	2205	1705	15	1.47	5.3	68	0.41	0.31	21.1		29	
30		10.4											0.0		30	
31		10.8											0.0		31	
TL	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	537.9	XXXX	TL	
ME	96	10.0	14.1	0.09	2311	1818	17	1.37	5.4	74	0.44	0.35	17.4	XXXX	ME	
MAX	XXXX	13.2	29.5	0.15	2882	2300	22	1.80	7.4	82	0.63	0.50	107.6	XXXX	MAX	
MIN	XXXX	6.5	7.5	0.03	1728	1358	13	1.22	3.0	56	0.29	0.23	XXXX	XXXX	MIN	

Remarks:

4833-5034
R4609 4/74

Final Effluent Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

	Fecal	Total
MF	31616	31504
MPW	31615	31505

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

Superintendent's Signature
Brian Vander Meulen, Supt.

R 4610 4/74
4833-5468

DAY PN SF	CBOD			SS			Total - P			VSS	pH	DO	F.Coli	NH3	Cl2	Mercury	DAY PN SF
	mg/l	LBS.	% Rem	mg/l	LBS.	% Rem	mg/l	LBS.	% Rem	mg/l	SL	mg/l	#/100ml	mg/l	mg/l	ng/l	
1	2	25	96	3.2	40	96	00665	85004	81012	00535	7.3	10.9	72		0.022	*G	1
2																	2
3																	3
4	3	36	96	4.2	50	96				4.0	7.3	11.2	152		0.015		4
5																	5
6	4	45	97	3.6	40	96	0.45	5.03	74	3.2	7.3	12.3	60	0.05	0.021		6
7																	7
8	3	33	97	4.2	46	96				4.0	7.3	11.2	249		0.019		8
9																	9
10																	10
11	2	25	97	3.2	39	95				3.0	7.2	11.8	132		0.001		11
12																	12
13	7	93	93	6.2	83	94	0.29	3.87	83	4.2	7.3	10.7	278	0.77	0.014		13
14																	14
15	3	53	95	3.6	64	94				2.2	7.0	9.9	253		0.010		15
16																	16
17																	17
18	3	58	95	2.0	38	98				1.4	7.4	10.6	310		0.031		18
19																	19
20	4	75	93	7.6	142	91	0.31	5.79	74	5.0	7.1	9.8	370	1.30	0.012		20
21																	21
22	4	68	94	4.0	68	93				3.6	7.3	10.4	250		0.016		22
23																	23
24																	24
25	3	48	92	3.8	61	83				3.6	7.3	10.4	94		0.015		25
26																	26
27	5	74	92	6.0	89	92	0.40	5.90	75	5.6	7.3	10.5	192	0.46	0.003		27
28																	28
29	3	39	88	5.2	68	93				3.2	7.3	10.5	400		0.002		29
30																	30
31																	31
TL	XXXX	1597	XXXX	XXXX	1972	XXXX	XXXX	159.6	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	XXXX	TL
ME	4	52	95	4.4	64	94	0.36	5.15	76	3.5	7.3	10.8	186	0.65	0.014	XXXX	ME
WA	4	68	91	5.1	90	89	XXXX	XXXX	XXXX	4.3	7.3	10.1	307	1.30	0.020	XXXX	WA
MAX	7	93	97	7.6	142	98	0.45	5.90	83	5.6	7.4	12.3	400	1.30	0.031	XXXX	MAX
MIN	2	25	88	2.0	38	83	0.29	3.87	74	1.4	7.1	9.8	60	0.05	0.001	XXXX	MIN

Remarks: Fecal Coli for March are actually "Greater Than"
Cl2 Residuals for March 11 are actually "Less Than"

Miscellaneous Sheet

State of Michigan
Department of Environmental Quality

Lowell, Michigan

R 4607 4/74
4833-6040

Plant No. Month Year
410049 March 2019

Superintendent's Signature _____
Brian Vander Meulen, Supt.

Grit		Aux Fuel	Power Consumption	Chemicals Applied		
D		Nat. Gas		Cl ₂	FeCl ₂	
A	CF	CF	KWH	LBS	GAL	
Y						
PN						
SF						
1	1	20	1.4	5	30	
2	1	13	1.6	15	35	
3	1	28	1.6	4	25	
4	1	45	1.6	4	30	
5	1	40	1.8	8	25	
6	1	39	1.6	8	25	
7	1	28	1.4	10	30	
8	1	23	1.4	10	30	
9	1	12	1.2	10	30	
10	1	19	1.6	12	30	
11	1	29	1.6	13	30	
12	1	20	1.4	13	30	
13	1	18	1.4	13	30	
14	1	13	1.6	14	30	
15	1	16	1.4	15	30	
16	1	12	1.6	10	30	
17	1	15	1.8	10	25	
18	1	25	1.8	10	30	
19	1	18	1.8	10	30	
20	1	23	1.6	10	25	
21	1	17	1.6	15	25	
22	1	15	1.6	15	30	
23	1	9	1.4	20	25	
24	1	10	1.6	15	25	
25	1	21	1.6	15	25	
26	1	15	1.6	16	25	
27	1	12	1.4	17	25	
28	1	9	1.6	17	30	
29	1	4	1.2	16	25	
30	1	8	1.4	14	25	
31	1	16	1.4	15	25	
TL	31	592	47.6	379	865	0
ME	1	19	1.5	12	28	0
MAX	1	45	1.8	20	35	0
MIN	1	4	1.2	4	25	0

Manpower						
Position Title	Full Time	Part Time	Total Hours	No. of Vac.	No. of Separations	No. of New Hires
Superintendent	1	0	189	0	0	0
Shift Operator	1	1	229	0	0	0
Total	2	1	418	0	0	0
Weekday Hrs.	9					
Saturday Hrs.	4					
Sunday Hrs.	4					
Holiday Hrs.	4					

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

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

MI0020311	001 A
PERMIT NUMBER	DISCHARGE NUMBER

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

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

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
2019	3	01	2019	3	31

*** NO DISCHARGE ☐ ***

NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
FLOW, IN CONDUIT OR THRU TREATMENT PLANT 50050 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	1.79	2.64	(03)	*****	*****	*****		-	7/7	RECORD FLOW
	PERMIT REQUIREMENT	REPORT MONTHLY AVG	REPORT DAILY MAX	MGD	*****	*****	*****	****		WEEKDAYS	RECORD FLOW
SOLIDS, TOTAL SUSPENDED 00530 B 0 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	64	90	(26)	*****	4.4	5.1	(19)	0	3/7	24 HR COMP
	PERMIT REQUIREMENT	360 MONTHLY AVG	530 7 DAY AVG	lbs/day	*****	30 MONTHLY AVG	45 7 DAY AVG	mg/L		WEEKDAYS	24 HR COMP
BOD, CARBONACEOUS 05 DAY, 20C 80082 B 0 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	52	68	(26)	*****	4	4	(19)	0	3/7	24 HR COMP
	PERMIT REQUIREMENT	300 MONTHLY AVG	470 7 DAY AVG	lbs/day	*****	25 MONTHLY AVG	40 7 DAY AVG	mg/L		WEEKDAYS	24 HR COMP
NITROGEN, AMMONIA TOTAL (AS N) 00610 B 1 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	*****	*****	****	*****	*****	1.30	(19)	0	1/7	24 HR COMP
	PERMIT REQUIREMENT	*****	*****	****	*****	*****	REPORT DAILY MAX	mg/L		WEEKLY	24 HR COMP
PHOSPHORUS, TOTAL (AS P) 00665 B 0 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	5.1	5.9	(26)	*****	0.36	0.45	(19)	0	1/7	24 HR COMP
	PERMIT REQUIREMENT	12 MONTHLY AVG	REPORT DAILY MAX	lbs/day	*****	1.0 MONTHLY AVG	REPORT DAILY MAX	mg/L		WEEKLY	24 HR COMP
CHLORINE, TOTAL RESIDUAL 50060 P 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	*****	*****	****	*****	*****	0.031	(19)	0	3/7	GRAB
	PERMIT REQUIREMENT	*****	*****	****	*****	*****	0.038 DAILY MAX	mg/L		WEEKDAYS	GRAB
MERCURY, TOTAL 71900 B 0 0 PRIOR TO DISINFECT	SAMPLE MEASUREMENT	*****	*G		*****	*****	*G		0	1/90	GRAB
	PERMIT REQUIREMENT	*****	Report Max Monthly Avg	lbs/day	*****	*****	Report Max Monthly Avg	ng/L		QUARTERLY	GRAB
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				PHONE NUMBER		DATE			
Brian Vander Meulen, Supt.						(616)	897-8135	2019	4	10	
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT				AREA CODE	NUMBER	YEAR	MO	DAY	

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

P=AFTER DISINFECTION

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

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)

MI0020311	001 A
PERMIT NUMBER	DISCHARGE NUMBER

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

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

MONITORING PERIOD					
YEAR	MO	DAY	YEAR	MO	DAY
2019	3	01	2019	3	31

*** NO DISCHARGE ☐ ***
NOTE: Read Instructions before completing this form.

PARAMETER		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
MERCURY, TOTAL	SAMPLE MEASUREMENT	*****	0.000004	lbs/day	*****	*****	0.42		0	1/90	CALCTD
71900 X 0 0 PRIOR TO DISINFECT	PERMIT REQUIREMENT	*****	0.000036 12-Mo Rolling Avg		*****	*****	3.0 12-Mo Rolling Avg	ng/L		QUARTERLY	CALCTD
COLIFORM, FECAL GENERAL	SAMPLE MEASUREMENT	*****	*****	*****	*****	186	307	(19)	0	3/7	GRAB
74055 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****		*****	200 MONTHLY AVG	400 7 DAY AVG	mg/L		DAILY	GRAB
BOD, 5-DAY PERCENT REMOVAL	SAMPLE MEASUREMENT	*****	*****	*****	95	*****	88	(23)	0	1/30	CALCTD
81010 K 0 0 PERCENT REMOVAL	PERMIT REQUIREMENT	*****	*****		85 MIN % REMOVAL	*****	Minimum Daily % Removal	PER-CENT		ONCE/MON	CALCTD
SOLIDS, SUSPENDED PERCENT REMOVAL	SAMPLE MEASUREMENT	*****	*****	*****	94	*****	83	(23)	0	1/30	CALCTD
81011 K 0 0 PERCENT REMOVAL	PERMIT REQUIREMENT	*****	*****		85 MIN % REMOVAL	*****	Minimum Daily % Removal	PER-CENT		ONCE/MON	CALCTD
pH	SAMPLE MEASUREMENT	*****	*****	****	7.1	*****	7.4	(12)	0	3/7	GRAB
00400 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****		6.5 DAILY MINIMUM	*****	9.0 DAILY MAX	S.U.		WEEKDAYS	GRAB
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	*****	*****	****	9.8	*****	*****	(19)	0	3/7	GRAB
00300 P 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	*****	*****		3.0 DAILY MINIMUM	*****	*****	mg/L		WEEKDAYS	GRAB
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.					PHONE NUMBER		DATE			
Brian Vander Meulen, Supt.						(616) 897-8135	2019	4	10		
TYPED OR PRINTED	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT					AREA CODE	NUMBER	YEAR	MO	DAY	

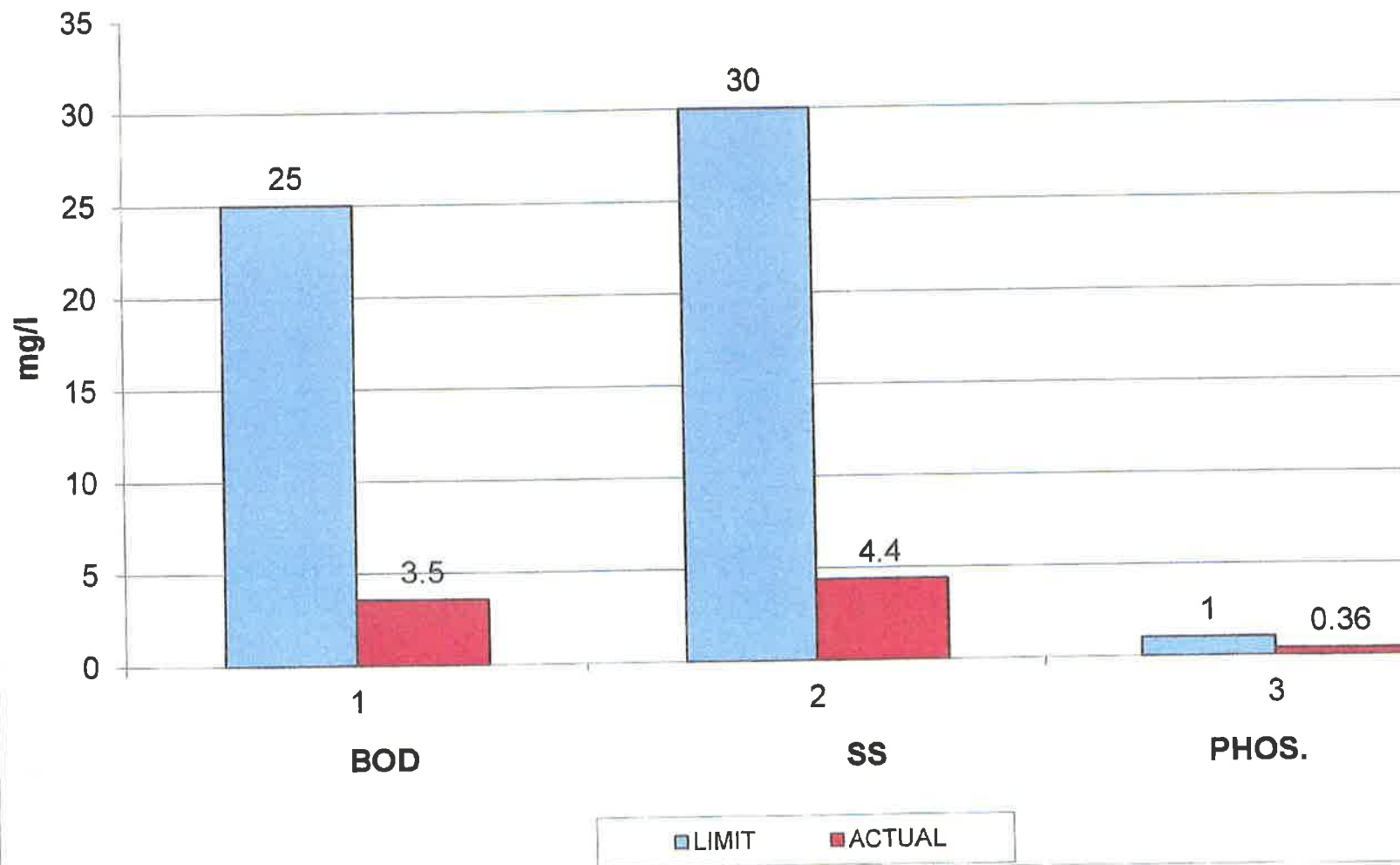
COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

P=AFTER DISINFECTION

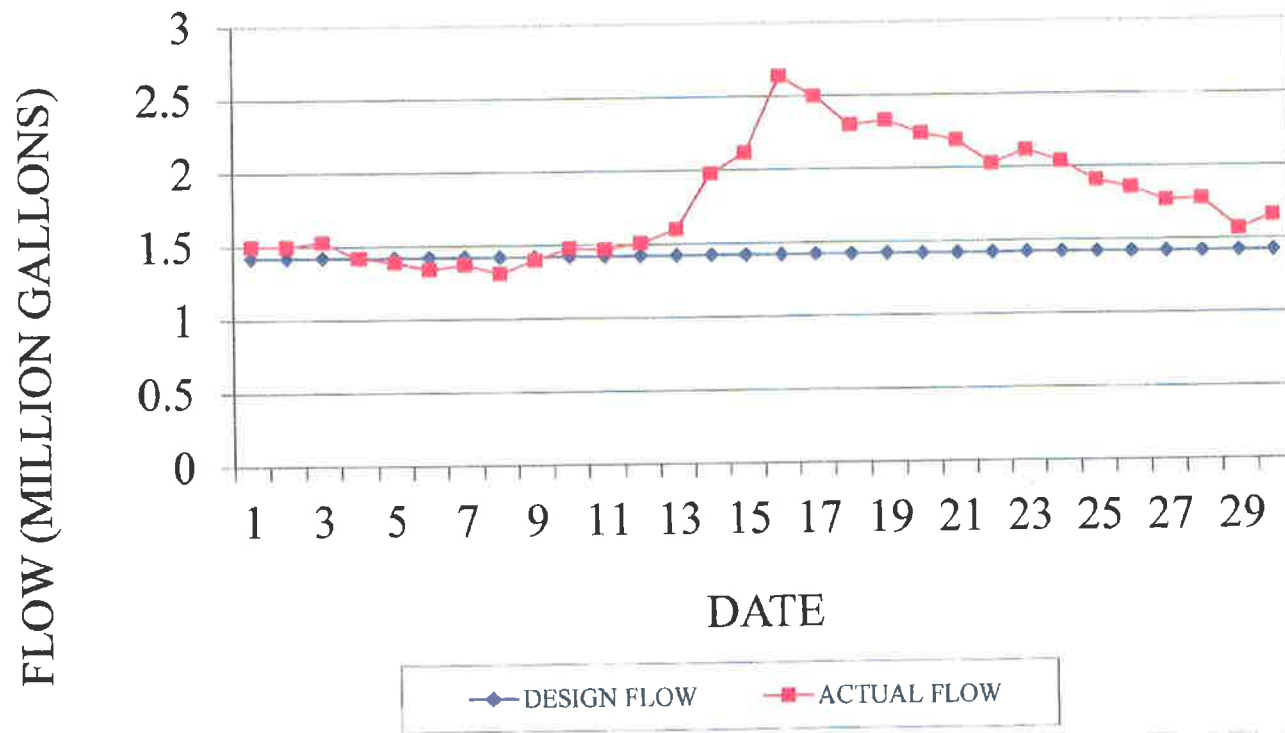
Appendix B



EFFLUENT LIMIT vs ACTUAL



DESIGN FLOW vs ACTUAL FLOW



APPOINTMENTS

Expires

Construction Board of Appeals
Vacancy (Dan DesJarden – Resigned)

01/01/2019

Downtown Development Authority
Vacancy (April McClure – Resigned)

01/01/2022

Downtown Historic District Commission
Vacancy (Brian McLane – Resigned)

01/01/2019

Planning Commission
Vacancy (Kelly Breimayer – Resigned)

06/30/2019