



301 East Main Street
Lowell, Michigan 49331
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CITY OF LOWELL
CITY COUNCIL AGENDA
MONDAY, JANUARY 6, 2020, 7:00 P.M.

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

2. ELECTION OF OFFICERS AND ORGANIZATION

- a. Mayor
- b. Mayor Pro Tem
- c. Review and Adoption of Council Rules of Procedure

3. CONSENT AGENDA

- Approval of the Agenda.
- Approve and place on file the minutes of the December 16, 2019 regular and closed session City Council meetings.
- Authorize payment of invoices in the amount of \$147,255.17.

4. 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.

5. OLD BUSINESS

- a. Showboat Construction Specifications
- b. Lowell Township Water/Sewer Agreements
- c. Line Shack RFP

6. NEW BUSINESS

- a. Annual Authorization of Signature for City Bank Accounts and Designation of Depository Banks
- b. Resolution 01-20 – Approving and Authorizing Execution of Settlement Agreement with Unity School Investors, LLC Related to Property Located at 238 and 219 High Street in the City and Matters Related thereto.
- c. Resolution 02-20 – Approving the Transfer of City-Owned Property to Unity School Investors, LLC Related to Property Located at 219 High Street in the City and Matters Related thereto.
- d. Traffic Control Maintenance Agreement

7. BOARD/COMMISSION 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.



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MEMORANDUM

TO: Lowell City Council

FROM: Michael Burns, City Manager

RE: Council Agenda for Monday, January 6, 2020

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5. OLD BUSINESS

- a. Showboat Construction Specifications – City Manager Michael Burns will provide an update.
- b. Lowell Township Water/Sewer Agreements – City Manager Michael Burns will provide an update.
- c. Line Shack RFP – City Manager Michael Burns will provide an update.

6. NEW BUSINESS

- a. Annual Authorization of Signature for City Bank Accounts and Designation of Depository Banks. Memo is provided by City Treasurer Suzanne Olin.

Recommended Motion: That the Lowell City Council approve the annual authorization of signatures for City Bank Accounts and designation of depository banks as proposed.

- b. Resolution 01-20. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council approve Resolution 01-20 pertaining to the Settlement Agreement with Unity Schools Investors LLC.

- c. Resolution 02-20. Memo is provided by City Manager Michael Burns.

Recommended Motion: That the Lowell City Council approve the Resolution 02-20 pertaining to the Settlement Agreement with Unity School Investors LLC.

- d. Traffic Control Maintenance Agreement. Memo is provided by Public Works Director Daniel Czarnecki.

Recommended Motion: That the Lowell City Council approve the Electronic Traffic Control Devices Maintenance Agreement with the City of Grand Rapids and authorize the Mayor to sign the agreement.

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**RULES OF PROCEDURE
FOR THE LOWELL CITY COUNCIL
2020**

A. REGULAR AND SPECIAL MEETINGS

All meetings of the City Council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

1. Regular meetings

Regular meetings of the City Council will be held on the first and third Monday of each month beginning at 7 p.m. at the City office unless otherwise rescheduled by resolution of the Council.

2. Special Meetings

A special meeting shall be called by the Clerk upon the written request of the Mayor or any two members of the Council on at least 48 hours' written notice to each member of the Council served personally or left at the Councilmember's usual place of residence. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the Council unless the item has been stated in the notice of such meeting.

3. Posting requirements for regular and special meeting

- a. During the second regular meeting of December, the City Council will establish the dates, times and places of the regular bimonthly Council meetings. The listing will be posted in the City offices.
- b. For a rescheduled regular or a special meeting of the Council, a public notice stating the date, time and place of the meeting shall be posted at least 18 hours before the meeting at the City office.
- c. The notice described above is not required for a meeting of the Council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the Council determine that delay would be detrimental to the City's efforts in responding to the threat.

4. Minutes of regular and special meetings

The Clerk shall attend the Council meetings and record all the proceedings and resolutions of the Council in accordance with the Open Meetings Act. In the absence of the Clerk, the City Manager may appoint a member of City staff to temporarily perform the Clerk's duties.

Within 8 days of a Council meeting, the draft minutes shall be prepared by the Clerk and shall be placed on the city website for public viewing.

A copy of the minutes of each regular or special Council meeting shall be available for public inspection at the City offices during regular business hours.

5. Work Sessions

Upon the call of the Mayor or the Council and with at least 48 hours notice to the Councilmembers and to the public, the Council may convene a work session devoted exclusively to the exchange of information relating to municipal affairs. No votes shall be taken on any matters under discussion nor shall any Councilmember enter into a formal commitment with another member regarding a vote to be taken subsequently.

An agenda shall be prepared at least 48 hours prior to the work session.

Work sessions shall be audio/video recorded in accordance with other provisions of these Rules of Procedure.

B. CONDUCT OF MEETINGS

1. Meetings to be public

All official meetings of the Council shall be open to the public, and citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the Council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the Council shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

The City Clerk shall record all regular and special City Council meetings by audio device. Upon approval of that meeting's minutes, the audio shall be destroyed except in the absence of a video. The meetings shall be videoed. These will be stored electronically and available to the public for reviewing.

2. Agenda preparation

An agenda for each regular Council meeting shall be prepared by the City Manager with the following order of business:

- a. Call to Order; Pledge of Allegiance, Roll Call
- b. Consent Agenda
- c. Citizen Comments for Items Not on the Agenda
- d. Old Business
- e. New Business
- f. Board/Commission Reports
- g. Monthly Reports (prepared for the second regular meeting of the month)
- h. Appointments to Commissions and Boards
- i. Manager's Report
- j. Council Comments
- k. Executive Session
- l. Adjournment

Any Councilmember shall have the right to request new/additional items to the regular agenda during the Approval of the Agenda item of business.

3. Agenda distribution

Agendas shall be distributed so that Councilmembers receive their agendas by the Friday evening before the Monday meeting. Agendas will be distributed to Councilmember's place of residence.

4. Quorum

A majority of the elected or appointed and serving members of the Council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice.

5. Attendance at council meetings

Election to the City Council is a privilege freely sought by the nominee. It carries with it the responsibility to participate in Council activities and represent the residents of the City. Attendance at Council meetings is critical to fulfilling this responsibility.

The Council may excuse absences for cause. Such cause must be communicated with the clerk prior to the meeting. If a Councilmember has more than three unexcused successive absences for regular or special Council meetings, the Council may enact a resolution of reprimand. In the event that the member's absences continue for more than three additional successive regular or special meetings of the Council, the Council may enact a resolution of censure or request the Councilmember's resignation or both.

6. Presiding officer

The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The Mayor is the presiding officer. The Mayor Pro Tem shall preside in the absence of the Mayor. In the absence of the Mayor and Mayor Pro Tem, the member present who has the longest consecutive service on the Council shall preside.

7. Disorderly conduct

The Mayor may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than allotted time or speaking vulgarities. Such person shall be seated until the chair determines whether the person is in order.

If the person so engaged in presentation is called out of order, he or she shall not be permitted to continue to speak at the same meeting except by special leave of the Council. If the person shall continue to be disorderly and disrupt the meeting, the chair may order the sergeant at arms to remove the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.

C. CLOSED MEETINGS

1. Purpose

Closed meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting. MCL 15.268 Sec. 8(a)
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing. MCL 15.268 Sec. 8(c)
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained. MCL 15.268 Sec. 8(d)
- d. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the Council. MCL 15.268 Sec. 8(e)
- e. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting. MCL 15.268 Sec. 8(f)
- f. To consider material exempt from discussion or disclosure by state or federal statute. MCL 15.268 Sec. 8(h)

2. Calling closed meetings

At a regular or special meeting, the Councilmembers, elected or appointed and serving, may call a closed session by a two-thirds roll call vote for purposes (c), (d), (e) and (f) above, and by a simple majority for purposes (a) and (b). The roll call vote, the purpose(s) for calling the closed meeting, and the time in which the vote was taken shall be entered into the minutes of the open session during which the vote is taken. In addition, the time in which the Council returned to open session shall be recorded in the open session minutes.

3. Minutes of closed meetings

A separate set of minutes shall be taken by the Clerk or the designated secretary of the Council at the closed session. These minutes will be retained by the Clerk, shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Open Meetings Act. These minutes shall be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

D. DISCUSSION AND VOTING

1. Rules of parliamentary procedure

The rules of parliamentary practice as contained in the latest edition of Robert's Rules of Order shall govern the Council in all cases to which they are applicable, provided that they are not in conflict with these rules, City ordinances or applicable state statutes. The Mayor may appoint a parliamentarian.

The chair shall preserve order and decorum and may speak to points of order in preference to other Councilmembers. The chair shall decide all questions arising under this parliamentary authority, subject to appeal and reversal by a majority of the Councilmembers present.

Any member may appeal to the Council a ruling of the presiding officer. If the appeal is seconded, the member making the appeal may briefly state the reason for the appeal and the presiding officer may briefly state the ruling. There shall be no debate on the appeal and no other member shall participate in the discussion. The question shall be, "Shall the decision of the chair be sustained?" If the majority of the members present vote "yes," the ruling of the chair is sustained; otherwise it is overruled.

2. Conduct of discussion

During the Council discussion and debate, no member shall speak until recognized for that purpose by the chair. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate.

No member shall speak more than once on the same question until every member desiring to speak to that question shall have had the opportunity to do so.

The chair, at his or her discretion and subject to the appeal process mentioned in Section D.1., may permit any person to address the Council during its deliberations.

3. Ordinances and resolutions

No ordinance, except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code or an ordinance adopting a code of ordinances, shall relate to more than one subject, and that subject shall be clearly stated in its title.

A vote on all ordinances and resolutions shall be taken by a roll call vote and entered in the minutes.

4. Roll call

In all roll call votes, the names of members of the Council shall be called in random order as determined by the City Clerk.

5. Duty to vote

Election to a deliberative body carries with it the obligation to vote. Councilmembers present at a Council meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law. A Councilmember who is present and abstains or does not respond to a roll call vote shall be counted as voting with the prevailing side and shall be so recorded, unless otherwise excused or prohibited by law from voting.

Conflict of interest, as defined by law, shall be the sole reason for a member to abstain from voting. The opinion of the City Attorney shall be binding on the Council with respect to the existence of a conflict of interest. A vote may be tabled, if necessary, to obtain the opinion of the City Attorney.

The right to vote is limited to the members of Council present at the time the vote is taken. Voting by proxy or by telephone is not permitted.

All votes must be held and determined in public; no secret ballots are permitted.

6. Results of voting

In all cases where a vote is taken, the chair shall declare the result.

It shall be in order for any Councilmember voting in the majority to move for a reconsideration of the vote on any question at that meeting or at the next succeeding meeting of the Council. When a motion to reconsider fails, it cannot be renewed.

E. CITIZEN COMMENTS

1. General

Each Council meeting agenda shall provide for reserve time for citizen comments as requested.

2. Length of presentation - public hearings and public participation

Members of the public at the meeting shall not speak unless recognized by the chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes during any public hearing or public comment. The Sergeant of Arms shall notify the chair when time has expired.

At the discretion of the chair, the time for speaking may be added or reduced.

3. Person addressing the City Council

Prior to addressing the Council, members of the public may state their name and address and, if appropriate, group affiliation. The Council may in its discretion limit public comments to new information or matters not fully addressed at any previous meeting regarding the agenda item at issue. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.

4. Deviation

Either in his/her discretion, or upon the request of a member of the Council, the Mayor may recognize a member of the audience who shall be permitted to address the Council at a time other than audience participation; however, all other rules as provided herein shall apply.

5. Request to speak during citizen comments

Any person who wishes to speak on a subject not on the printed agenda may speak at this time. All rules of conduct still apply.

6. Requests to speak during regular agenda items

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 required to state their name and will be allowed five (5) minutes maximum to address the Council.

F. MISCELLANEOUS

1. Adoption and amendment of rules of procedure

These rules of procedure of the Council will be placed on the organizational meeting agenda for review and adoption. A copy of the rules adopted shall be distributed to each Councilmember.

The Council may alter or amend its rules at any time by a vote of a majority of its members after written notice has been given of the proposed alteration or amendment. The notice shall be given at least 48 hours in advance with a written copy of the proposed alteration or amendment provided to each Councilmember.

2. Suspension of rules

The rules of the Council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that Council actions shall conform to state statutes and to the Michigan and the United States Constitutions.

3. Bid awards

Bids will be awarded by the Council during regular or special meetings. A bid award may be made at a special meeting of the Council if that action is announced in the notice of the special meeting.

4. Special committees

Special committees may be established for a specific period of time by the Mayor or by a resolution of the Council which specifies the task of the special committee and the date of its dissolution.

5. Authorization for contacting the City Attorney

The following officials (by title) are authorized to contact the City Attorney regarding municipal matters:

Mayor and City Councilmembers
City Manager
City Department Heads (upon approval of the City Manager)

6. These Rules of Procedure shall apply except as otherwise provided by the City Charter and/or applicable state statutes.

G. CERTIFICATE OF ADOPTION

Certified to be complete and accurate set of Rules of Procedures of the City Council of the City of Lowell, Michigan adopted by resolution of its regular meeting held January 6, 2020.

Adopted: January 6, 2020

Susan S. Ullery
City Clerk
City of Lowell

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, DECEMBER 16, 2019, 7:00 P.M.**

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

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

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

Absent: None.

Also Present: City Manager Michael Burns, Chief of Police Steve Bukala, City Clerk Sue Ullery, City Treasurer Sue Olin, Lowell Light & Power General Manager Steve Donkersloot, City Attorney Dick Wendt and DPW Director Dan Czarnecki.

Mayor DeVore then turned it over to Police Chief Steve Bukala who stated that our Junior Police Officer, Peyton Dennis, that we swore in back in March has passed away from cancer. Peyton's funeral will be this held Thursday, December 19, 2019. There is a Go Fund Me Page on the "Our Cowboy Peyton Fighting DIPG" Facebook page. If you are able to make a donation, the funeral will be quite expensive and there are many bills still coming in from his experimental treatments. Chief Bukala then asked for a moment of silence for Junior Officer Peyton Dennis.

2. APPROVAL OF THE CONSENT AGENDA.

- Approval of the Agenda.
- Approve and place on file the Regular minutes of the December 2, 2019 City Council meeting.
- Authorize payment of invoices in the amount of \$324,013.29.

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

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

NO: None.

ABSENT: None.

MOTION CARRIED.

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

There were no comments.

4. OLD BUSINESS

a. Showboat Construction Specifications.

City Manager Michael Burns stated Council had requested construction documents on the showboat be presented before they went out for bid, so that is the point we are at. Then Burns introduced Ken Reigler with Comprehensive Engineering who gave a brief presentation of the drawings. Council asked several questions regarding the snow melt, and also whether it was a possibility to have the boiler

and chiller on shore by the restrooms instead of on the boat. There was also concern with the gas line being designed from boat to shore.

City Manager Michael Burns then brought up the problem with the ceiling heights on the boat, which they discussed at length. It was a consensus that communication between the showboat committee and C-Fly broke down on the “finished” ceilings being 8-foot-high even though according to Liz Baker, the original plans states right on them 10’ floor to ceiling.

b. SAW – Grant Program Documentation

DPW Director Dan Czarnecki stated as part of the SAW Grant the City received, we are required to establish and adopt a Wastewater Asset Management Plan and a Storm Water Asset Management Plan. Czarnecki then explained the purpose and intent of the plans that were created by Prein and Newhof.

IT WAS MOVED BY CANFIELD and seconded by SALZWEDEL to approve the Wastewater Asset Management Plan and the Storm Water Asset Management Plan as presented.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

5. NEW BUSINESS

a. Vredeveld Haefner LLC – City of Lowell Financial Statements.

Peter Haefner with Vredeveld Haefner gave a brief narrative of what is in the City of Lowell Financial Statements for the year ending June 20, 2019. In his opinion, the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Lowell, Michigan, as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America. Haefner then asked if there were any questions regarding the statements and there were none.

b. Ordinance 19-09 – Consumers Energy Franchise Agreement.

City Manager Michael Burns stated our Franchise Agreement with Consumers Energy to provide natural gas to our community is about to expire and needs to be renewed. The agreement with the City is a thirty-year agreement for Consumers to lay, maintain and commercially operate gas lines and facilities across public places within the City of Lowell. The City Attorney reviewed the agreement and the only concern was the last sentence in section 2 pertaining to Consumers right to trim and remove trees if necessary. During our review, the City requested to have a minimum of a two inch caliper tree replacing whatever might be removed if this occurred. Our government representative from Consumers informed us that if this did happen, most likely they would replace the tree but could not put the language in their agreements with municipalities. This issue occurred last year in the gas project they worked on with Lowell Light & Power and in that instance replaced a tree where needed.

IT WAS MOVED BY CHAMBERS and seconded by YANKOVICH to approve Ordinance 19-09 as presented.

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

Canfield and Mayor DeVore.
NO: None.

ABSENT: None.

MOTION CARRIED.

c. Resolution 36-19 – Poverty Exemption Guidelines.

City Manager Michael Burns stated in the 2019 Assessment year, the Michigan Tax Commission requires local governing bodies to adopt guidelines that set poverty exemption guidelines to have in effect when these request are made by property owners. Burns provided a resolution and a proposed copy of the guidelines. We are utilizing the income levels set by the United States Department of Health and Human Services. Our guidelines also set the procedure for an appearance with the Board of Review and how the board is to evaluate the applicant. These guidelines must be set annually and approved by the local governing body.

IT WAS MOVED BY SALZWEDEL and seconded by CHAMBERS that the Lowell City Council approve Resolution 36-19 setting the City of Lowell Poverty Exemption Guidelines.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

d. Little League Agreement Renewal.

City Manager Michael Burns stated the City has an agreement with Lowell Little League to use Creekside and Recreation Parks for their youth baseball games. The agreement is set to expire on May 30, 2020. Lowell Little League would like to begin registration at the beginning of the New Year and was hoping to renew the contract. After discussing the current agreement, Lowell Little League and I had no issue with extending the current agreement for the next year. The requirements regarding user fees and participation fees will remain the same and the city will continue to maintain the facilities in the same manner we do now.

Perry Beachum who resides at 924 Riverside stated the league needs this approved to move forward.

IT WAS MOVED BY CHAMBERS and seconded by YANKOVICH that the Lowell City Council extend our current agreement with Lowell Little League beginning on June 1, 2020 to May 30, 2021.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

e. #55 Mower Replacement.

DPW Director Dan Czarnecki stated in accordance with the approved 2019-2020 fiscal year budget, #55 mower is scheduled for replacement. The City staff has determined it is financially responsible to replace this mower at this time due to its age and condition. The proposed new mower is an Ex-Mark 60" rear discharge mower and is listed for \$9,119.00 on the Mi-Deal State of Michigan competitive bidding process.

IT WAS MOVED BY YANKOVICH and seconded by CHAMBERS that Lowell City Council approve the purchase of a new mower at a cost not to exceed \$9,119.00.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

f. Foreman St. Sanitary Sewer Replacement.

DPW Director Dan Czarnecki stated the SAW Grant Program has indicated areas of our sanitary sewer system that are receiving a significant amount of Inflow/Infiltration (I/I) of clean groundwater. This groundwater is taking up space in the treatment process at our facility. Removal of groundwater from our sanitary sewer system, and from the treatment process is critical for maintaining future capacity within our treatment facility. I/I was found on Foreman St between Hudson and Beech St. Review of flows and videos of the sewer pipe in shows a considerable amount of water entering the pipe at joints and cracks in the pipe. It has been estimated the replacement of this section of Foreman Dr. has the potential of reducing 288,000 gallons of water per day from entering our wastewater treatment facility. We are looking to replace this section of sewer main in the Summer of 2020. Engineering design work needs to be started immediately to meet our small window of construction (June 1 through August 15) due to the public schools on Foreman Dr.

Czarnecki continued, a request for proposals for professional design services and construction engineering services were sent out to our two local engineering firms. They have returned their proposals along with scope of services. The low proposal was received from Prein & Newhof, Grand Rapids. Their project costs for design services is \$9,050 and for construction engineering services is \$11,800, for a total amount of \$20,850.

Councilmember Canfield explained that he had previously requested that all bids that come in need to be shown so they can compare accurately.

IT WAS MOVED BY CHAMBERS and seconded by YANKOVICH to accept the proposal from Prein & Newhof, Grand Rapids, for Professional Design Services and Construction Engineering Services for the Foreman St. Sanitary Sewer Replacement Project at a cost "not-to-exceed" \$20,850.00.

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

6. BOARD/COMMISSION REPORTS.

Councilmember Chambers stated at the last Planning Commission meeting, Brent Slagell was approved for adding 12 apartment units on the second floor at 312 E. Main, he is working on getting a grant as well. Chambers also stated at the last Lowell Light & Power meeting, Mike Powell was there and they went over a lot of good things.

Councilmember Yankovich stated Brent Slagell is working on getting a grant from the MDEC and he is asking the Community Fund for \$100,000 to do some big projects on the old Superior Furniture store. The Beer Store owners would like to restore the front of their building as well as the Variety Store.

Councilmember Salzwedel stated the LCTV met and had approximately a little over \$109,000 to grant out this year. The cutoff date on that is February 7, 2020 at 5:00 p.m. at City Hall.

Mayor DeVore stated Fire Authority was cancelled again for December.

7. **MANAGER'S REPORT.**

City Manager Michael Burns reported on the following:

- Was informed last week from MDOT that the small urban program still has funds available for the 2020 year. So we could apply for the Foreman sewer project to be funded up to 80 percent of the improvement road cost through the small urban program.
- Received our first application today for the adult use marijuana facility which is located at the former Family Video site. They have submitted their site plan application and their special land use application and we will begin reviewing them. It is our intent to have it for the January Planning Commission meeting for them to review.
- Lew Bender will be here Thursday, January 23, 2019 from 5:30 p.m. to 9:00 p.m.
- The Downtown Development District did meet Thursday, December 6, 2019 and we had an opportunity to apply for a Community Development Block Grant for Amity Street. The DDA agreed to commit \$142,000 towards the total cost of the project if this project moves forward.
- Hopes everyone has a Merry Christmas and a Happy New Year!

8. **APPOINTMENTS.**

It was a general consensus, from the City Councilmembers that Mayor DeVore serve on the Construction Board of Appeals. Also, Mark Mundt will continue to serve on the LCTV Board.

9. **COUNCIL COMMENTS.**

Councilmember Chambers stated at the Lowell Light & Power meeting, Steve Donkersloot presented the "ice calculator" and it was fascinating. It shows a comparison of what it costs LL&P when power go out verses what the cost is for consumer's energy and it's a huge difference.

Lowell Light & Power Steve Donkersloot elaborated on that stating from a customer's perspective, it really puts some value on having higher reliability and also gives us cost justification to go forward with certain projects.

Mayor DeVore thanked Liz and all those at the Chamber who have been going six hundred and fifty miles for the last few months for the many events that had great attendance, weather and were all amazing. Also appreciates and thanked Dan Czarnecki for taking on the SAW Grant project that was started before he came to the City. Also that he is making sure it is staffed correctly and things are on track.

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

IT WAS MOVED BY SALZWEDEL and seconded by CHAMBERS to go into closed session to discuss pending litigation at 8:41 p.m.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

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

IT WAS MOVED BY SALZWEDEL and seconded by CHAMBERS to go back into open session at 8:59 p.m.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

12. **ADJOURNMENT.**

IT WAS MOVED SALZWEDEL and seconded by CHAMBERS to adjourn at 8:59 p.m.

DATE:

APPROVED:

Mike DeVore, Mayor

Sue Ullery, Lowell City Clerk

ORDINANCE NO. 19-09

CONSUMERS ENERGY COMPANY GAS FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas business in the CITY OF LOWELL, KENT COUNTY, MICHIGAN, for a period of thirty years.

THE CITY OF LOWELL ORDAINS:

SECTION 1. GRANT and TERM. The CITY OF LOWELL, KENT COUNTY, MICHIGAN, hereby grants to Consumers Energy Company, its successors and assigns, hereinafter called "Consumers" the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and valves on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas business in the CITY OF LOWELL, KENT COUNTY, MICHIGAN, for a period of thirty years.

SECTION 2. CONDITIONS. No public place used by Consumers shall be obstructed longer than necessary during construction or repair, and shall be restored to the same order and condition as when work was commenced. All of Consumers' gas lines and related facilities shall be placed as not to unnecessarily interfere with the public's use of public places. Consumers shall have the right to trim or remove trees if necessary in the conducting of such business.

SECTION 3. HOLD HARMLESS. Consumers shall save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent construction and maintenance of the lines and related facilities hereby authorized. In case any action is commenced against the City on account of the permission herein given, Consumers shall, upon notice, defend the City and its representatives and hold them harmless from all loss, costs and damage arising out of such negligent construction and maintenance.

SECTION 4. EXTENSIONS. Consumers shall construct and extend its gas distribution system within said City, and shall furnish gas service to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 5. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive.

SECTION 6. RATES and CONDITIONS. Consumers shall be entitled to provide gas service to the inhabitants of the City at the rates and pursuant to the conditions as approved by the Michigan Public Service Commission. Such rates and conditions shall be subject to review and change upon petition to the Michigan Public Service Commission.

SECTION 7. REVOCATION. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by either party. Upon revocation this ordinance shall be considered repealed and of no effect past, present or future.

SECTION 8. MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION. Consumers remains subject to the reasonable rules and regulations of the Michigan Public Service Commission

applicable to gas service in the City and those rules and regulations preempt any term of any ordinance of the City to the contrary.

SECTION 9. REPEALER. This ordinance, when enacted, shall repeal and supersede the provisions of any previous Consumers' gas franchise ordinance adopted by the City including any amendments.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect on 12/28/19.

We certify that the foregoing Franchise Ordinance was duly enacted by the City Council of the CITY OF LOWELL, KENT COUNTY, MICHIGAN, on the 16th day of December, 2019



Mike Devore, City Mayor

Attest:

I, Susan Ullery Clerk of the CITY OF LOWELL, KENT COUNTY, MICHIGAN, DO HEREBY CERTIFY that the ordinance granting Consumers Energy Company, a gas franchise, was properly adopted by the City Council of the CITY OF LOWELL, KENT COUNTY, MICHIGAN, and that all proceedings were regular and in accordance with all legal requirements.



Susan Ullery, City Clerk

Dated: December 16, 2019

Possible Franchise Enactment Schedule
REVOCABLE GAS FRANCHISE
CITY OF LOWELL, KENT COUNTY, MICHIGAN

Must enact Franchise pursuant to rules within your Charter

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 36-19

**RESOLUTION APPROVING POVERTY EXEMPTION
GUIDELINES FOR THE EXEMPTION OF REAL
PROPERTY TAXES OF CERTAIN PRINCIPAL
RESIDENCES**

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

WHEREAS, the General Property Tax Act, Act 206 of the Public Acts of Michigan of 1893, as amended, including by amendment, Act 390 of the Public Acts of Michigan of 1994 ("Act 206") provides for the granting of an exemption from real property taxes of the principal residence of persons in poverty; and

WHEREAS, in accordance with the provisions of Act 206, the City has determined to adopt guidelines for the determination of whether it shall grant a real property tax exemption for the principal residence for which a poverty exemption is requested.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City of Lowell Poverty Exemption Guidelines in the form presented at this meeting are approved and the City Assessor and Board of Review shall use said Guidelines in making determinations regarding principal residence real property taxes poverty exemptions.

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

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

Councilmember Salzwedel


NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

RESOLUTION DECLARED ADOPTED.

Dated: December 16, 2019


Susan Ullery, City Clerk

CERTIFICATION

I, the undersigned City Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on December 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: December 16, 2019


Susan Ullery, City Clerk

Vendor Name	Description	Amount
1. APPLIED IMAGING	CITY HALL COPY MACHINE	365.52
2. AT&T MOBILITY	ACCOUNT STATEMENT	850.43
3. AUTOMATED BUSINESS EQUIPMENT	SEALING SOLUTION - FOLDING MACHINE	77.42
4. CLEAR SKY TECHNOLOGIES	RIVERWALK SOUND SYSTEM - DDA	11,146.03
5. CONSUMERS ENERGY	ACCOUNT STATMENTS	2,190.98
6. Corelogic Centralized Refunds	2019 Win Tax Refund 41-20-03-426-005	475.71
	2019 Win Tax Refund 41-20-02-304-007	259.57
	2019 Win Tax Refund 41-20-01-178-049	568.69
	2019 Win Tax Refund 41-20-02-332-006	375.30
	TOTAL	1,679.27
7. DICKINSON WRIGHT PLLC	ZONING ORDINANCE AMENDMENTS	647.50
	RECREATIONAL MARIJUANA - SERVICES THRU 11/30/2019	1,369.00
	CITY INCOME TAX	284.25
	POTENTIAL WATER AND SEWER AUTHORITY WITH LOWELL TW	1,702.00
	CITY ASSESSOR POVERTY EXEMP GUIDELINES AND RELATED	425.50
	FIRST AMEND TO SEWER OPERATION AND MAINT AGREE WIT	647.50
	PROFESSIONAL SERVICES THRU 11/30/2019	3,922.00
	TOTAL	8,997.75
8. ELECTIONSOURCE	ANNUAL TABULATOR MODEM FEE	300.00
9. FANS IN THE STANDS	DPW SHIRTS	504.56
10. FERGUSON WATERWORKS	W/S METERS SUPPLIES	157.76
11. HOOPER PRINTING	BADGE FOR GARNSEY	25.00
12. KENDALL ELECTRIC INCORPORATED	METERS & PARTS	75.27
13. KENT COUNTY ROAD COMMISSION	SIGNAL LIGHT	42.58
14. KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - OAKWOOD	90.00
15. LERETA LLC	2019 Win Tax Refund 41-20-01-178-019	839.71
16. LOWELL AREA CHAMBER	LOWELL BUCKS FOR EMPLOYEES	950.00
17. MICHIGAN CAT	WWTP GENERATOR SERVICE & LOAD BANK	1,475.00
18. MISS DIG SYSTEM, INC.	MEMBERSHIP FEE	1,220.99
19. MMAAO	ANNUAL MEETING - RASHID, JEFF	40.00
20. MORAN IRON WORKS, INC	MIW PROJECT #21246 LOWELL SHOWBOAT	25,680.82
	MIW PROJECT # 21246 LOWELL SHOWBOAT	18,258.36
	TOTAL	43,939.18
21. POSTMASTER	WATER BILLS MAILED	482.86
22. QUANTUM ELECTRIC	LIGHT RETRO & LABOR	3,200.00
23. SANISWEEP, INC.	STREET SWEEPING M-21	1,956.25
	STREET SWEEPING	9,670.36
	TOTAL	11,626.61

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
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BOTH OPEN AND PAID

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Vendor Name	Description	Amount
24. SPECTRUM HEALTH OCCUPATIONAL	DOT PHYSICAL - SOYKA	126.00
25. STATE OF MICHIGAN	2020 MEMBERSHIP	180.00
26. STATE OF MICHIGAN	STATEWIDE RECORDS MGMT SYSTEM OCT 19 - SEPT 20	1,400.00
27. SUEZ WATER ENVIRONMENTAL SVC INC	WWTP SERVICES	38,490.00
	SURCHARGES NOV 2019	511.41
	TOTAL	39,001.41
28. WEST MICHIGAN INTERNATIONAL	PLOW TRUCK #16 R & M	14,008.90
29. WOLF KUBOTA	EXMARK #53 R & M	563.94
	EXMARK #52 R & M	445.04
	EXMARK #54 R & M	357.18
	EXMARK #57 R & M	895.78
	TOTAL	2,261.94
TOTAL - ALL VENDORS		147,255.17

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-085.000	DUE FROM LIGHT & POWER	AUTOMATED BUSINESS EQUIP	SEALING SOLUTION - FOLDING MACHINE	38.71	73790
101-000-085.000	DUE FROM LIGHT & POWER	STATE OF MICHIGAN	2020 MEMBERSHIP	90.00	73817
Total For Dept 000				128.71	
Dept 101 COUNCIL					
101-101-880.000	COMMUNITY PROMOTION	LOWELL AREA CHAMBER	LOWELL BUCKS FOR EMPLOYEES	950.00	73806
Total For Dept 101 COUNCIL				950.00	
Dept 172 MANAGER					
101-172-850.000	COMMUNICATIONS	AT&T MOBILITY	ACCOUNT STATEMENT	45.16	73830
101-172-955.000	MISCELLANEOUS EXPENSE	DICKINSON WRIGHT PLLC	CITY INCOME TAX	284.25	73845
Total For Dept 172 MANAGER				329.41	
Dept 191 ELECTIONS					
101-191-930.000	REPAIR & MAINTENANCE	ELECTIONSOURCE	ANNUAL TABULATOR MODEM FEE	300.00	73828
Total For Dept 191 ELECTIONS				300.00	
Dept 209 ASSESSOR					
101-209-860.000	TRAVEL EXPENSES	MMAAO	ANNUAL MEETING - RASHID, JEFF	40.00	73811
Total For Dept 209 ASSESSOR				40.00	
Dept 210 ATTORNEY					
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	PROFESSIONAL SERVICES THRU 11/30/2019	3,922.00	73845
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	RECRETAIONAL MARIJUANA - SERVICES THR	1,369.00	73845
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	CITY ASSESSOR POVERTY EXEMP GUIDELINE	425.50	73845
101-210-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	ZONING ORDINANCE AMENDMENTS	647.50	73845
Total For Dept 210 ATTORNEY				6,364.00	
Dept 215 CLERK					
101-215-850.000	COMMUNICATIONS	AT&T MOBILITY	ACCOUNT STATEMENT	45.16	73830
Total For Dept 215 CLERK				45.16	
Dept 265 CITY HALL					
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATMENTS	1,531.10	73827
101-265-975.000	BUILDING IMPROVEMENTS	QUANTUM ELECTRIC	LIGHT RETRO & LABOR	3,200.00	73839
Total For Dept 265 CITY HALL				4,731.10	
Dept 276 CEMETERY					
101-276-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	PORTABLE RESTROOM - OAKWOOD	90.00	73836
Total For Dept 276 CEMETERY				90.00	
Dept 294 UNALLOCATED MISCELLANEOUS					
101-294-955.000	UNALLOCATED MISCELLANEOUS	STATE OF MICHIGAN	2020 MEMBERSHIP	90.00	73817
Total For Dept 294 UNALLOCATED MISCELLANEOUS				90.00	
Dept 301 POLICE DEPARTMENT					
101-301-802.000	CONTRACTUAL	STATE OF MICHIGAN	STATEWIDE RECORDS MGMT SYSTEM OCT 19	1,400.00	73818
101-301-850.000	COMMUNICATIONS	AT&T MOBILITY	ACCOUNT STATEMENT	382.10	73830
101-301-980.000	OFFICE EQUIPMENT	HOOPER PRINTING	BADGE FOR GARNSEY	25.00	73835
Total For Dept 301 POLICE DEPARTMENT				1,807.10	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-744.000	UNIFORMS	FANS IN THE STANDS	DPW SHIRTS	504.56	73834
101-441-802.000	CONTRACTUAL	SPECTRUM HEALTH OCCUPATI	DOT PHYSICAL - SOYKA	126.00	73815

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-850.000	COMMUNICATIONS	AT&T MOBILITY	ACCOUNT STATEMENT	50.19	73830
		Total For Dept 441 DEPARTMENT OF PUBLIC WORKS		680.75	
Dept 751 PARKS					
101-751-850.000	COMMUNICATIONS	AT&T MOBILITY	ACCOUNT STATEMENT	38.24	73830
		Total For Dept 751 PARKS		38.24	
		Total For Fund 101 GENERAL FUND		15,594.47	
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-802.000	CONTRACTUAL	SANISWEEP, INC.	STREET SWEEPING M-21	1,956.25	73840
202-463-850.000	COMMUNICATIONS	AT&T MOBILITY	ACCOUNT STATEMENT	44.22	73830
		Total For Dept 463 MAINTENANCE		2,000.47	
Dept 474 TRAFFIC					
202-474-802.000	CONTRACTUAL	KENT COUNTY ROAD COMMISS	SIGNAL LIGHT	42.58	73801
		Total For Dept 474 TRAFFIC		42.58	
		Total For Fund 202 MAJOR STREET FUND		2,043.05	
Fund 203 LOCAL STREET FUND					
Dept 463 MAINTENANCE					
203-463-802.000	CONTRACTUAL	SANISWEEP, INC.	STREET SWEEPING	9,670.36	73840
203-463-850.000	COMMUNICATIONS	AT&T MOBILITY	ACCOUNT STATEMENT	44.21	73830
		Total For Dept 463 MAINTENANCE		9,714.57	
		Total For Fund 203 LOCAL STREET FUND		9,714.57	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
248-463-970.000	CAPITAL OUTLAY	CLEAR SKY TECHNOLOGIES	RIVERWALK SOUND SYSTEM - DDA	11,146.03	73826
		Total For Dept 463 MAINTENANCE		11,146.03	
		Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		11,146.03	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 751 PARKS					
260-751-569.000-PK1701	SHOWBOAT GRANT	MORAN IRON WORKS, INC	MIW PROJECT #21246 LOWELL SHOWBOAT	25,680.82	73846
260-751-569.000-PK1701	SHOWBOAT GRANT	MORAN IRON WORKS, INC	MIW PROJECT # 21246 LOWELL SHOWBOAT	18,258.36	73846
		Total For Dept 751 PARKS		43,939.18	
		Total For Fund 260 DESIGNATED CONTRIBUTIONS		43,939.18	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATMENTS	539.48	73827
		Total For Dept 000		539.48	
		Total For Fund 581 AIRPORT FUND		539.48	
Fund 590 WASTEWATER FUND					
Dept 550 TREATMENT					
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	SURCHARGES NOV 2019	511.41	73819

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 WASTEWATER FUND					
Dept 550 TREATMENT					
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	WWTP SERVICES	38,490.00	73819
590-550-930.000	REPAIR & MAINTENANCE	MICHIGAN CAT	WWTP GENERATOR SERVICE & LOAD BANK	1,475.00	73809
Total For Dept 550 TREATMENT				40,476.41	
Dept 551 COLLECTION					
590-551-850.000	COMMUNICATIONS	AT&T MOBILITY	ACCOUNT STATEMENT	81.46	73830
590-551-970.000	CAPITAL OUTLAY	FERGUSON WATERWORKS	W/S METERS SUPPLIES	78.88	73794
590-551-970.000	CAPITAL OUTLAY	KENDALL ELECTRIC INCORPO	METERS & PARTS	37.63	73800
Total For Dept 551 COLLECTION				197.97	
Dept 552 CUSTOMER ACCOUNTS					
590-552-730.000	POSTAGE	POSTMASTER	WATER BILLS MAILED	241.43	73838
Total For Dept 552 CUSTOMER ACCOUNTS				241.43	
Dept 553 ADMINISTRATION					
590-553-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	FIRST AMEND TO SEWER OPERATION AND MA	647.50	73845
590-553-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	POTENTIAL WATER AND SEWER AUTHORITY W	851.00	73845
Total For Dept 553 ADMINISTRATION				1,498.50	
Total For Fund 590 WASTEWATER FUND				42,414.31	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-850.000	COMMUNICATIONS	AT&T MOBILITY	ACCOUNT STATEMENT	38.24	73830
Total For Dept 570 TREATMENT				38.24	
Dept 571 DISTRIBUTION					
591-571-850.000	COMMUNICATIONS	AT&T MOBILITY	ACCOUNT STATEMENT	81.45	73830
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATMENTS	120.40	73827
591-571-955.000	MISCELLANEOUS EXPENSE	MISS DIG SYSTEM, INC.	MEMBERSHIP FEE	1,220.99	73810
591-571-970.000	CAPITAL OUTLAY	FERGUSON WATERWORKS	W/S METERS SUPPLIES	78.88	73794
591-571-970.000	CAPITAL OUTLAY	KENDALL ELECTRIC INCORPO	METERS & PARTS	37.64	73800
Total For Dept 571 DISTRIBUTION				1,539.36	
Dept 572 CUSTOMER ACCOUNTS					
591-572-730.000	POSTAGE	POSTMASTER	WATER BILLS MAILED	241.43	73838
Total For Dept 572 CUSTOMER ACCOUNTS				241.43	
Dept 573 ADMINISTRATION					
591-573-801.000	PROFESSIONAL SERVICES	DICKINSON WRIGHT PLLC	POTENTIAL WATER AND SEWER AUTHORITY W	851.00	73845
Total For Dept 573 ADMINISTRATION				851.00	
Total For Fund 591 WATER FUND				2,670.03	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-740.000	OPERATING SUPPLIES	AUTOMATED BUSINESS EQUIP	SEALING SOLUTION - FOLDING MACHINE	38.71	73790
636-000-802.000	CONTRACTUAL	APPLIED IMAGING	CITY HALL COPY MACHINE	365.52	73789
Total For Dept 000				404.23	
Total For Fund 636 DATA PROCESSING FUND				404.23	
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 661 EQUIPMENT FUND					
Dept 895 FLEET MAINT. & REPLACEMENT					
661-895-930.000	REPAIR & MAINTENANCE	WEST MICHIGAN INTERNATIO	PLOW TRUCK #16 R & M	14,008.90	73823
661-895-930.000	REPAIR & MAINTENANCE	WOLF KUBOTA	EXMARK #54 R & M	357.18	73824
661-895-930.000	REPAIR & MAINTENANCE	WOLF KUBOTA	EXMARK #52 R & M	445.04	73824
661-895-930.000	REPAIR & MAINTENANCE	WOLF KUBOTA	EXMARK #53 R & M	563.94	73824
661-895-930.000	REPAIR & MAINTENANCE	WOLF KUBOTA	EXMARK #57 R & M	895.78	73824
Total For Dept 895 FLEET MAINT. & REPLACEMENT				16,270.84	
Total For Fund 661 EQUIPMENT FUND				16,270.84	
Fund 703 CURRENT TAX COLLECTION FUND					
Dept 000					
703-000-275.000	DUE TO TAXPAYERS	Corelogic Centralized Re	2019 Win Tax Refund 41-20-03-426-005	475.71	73832
703-000-275.000	DUE TO TAXPAYERS	Corelogic Centralized Re	2019 Win Tax Refund 41-20-02-304-007	259.57	73833
703-000-275.000	DUE TO TAXPAYERS	Corelogic Centralized Re	2019 Win Tax Refund 41-20-01-178-049	568.69	73833
703-000-275.000	DUE TO TAXPAYERS	Corelogic Centralized Re	2019 Win Tax Refund 41-20-02-332-006	375.30	73833
703-000-275.000	DUE TO TAXPAYERS	LERETA LLC	2019 Win Tax Refund 41-20-01-178-019	839.71	73837
Total For Dept 000				2,518.98	
Total For Fund 703 CURRENT TAX COLLECTION FUND				2,518.98	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:					
			Fund 101 GENERAL FUND	15,594.47	
			Fund 202 MAJOR STREET	2,043.05	
			Fund 203 LOCAL STREET	9,714.57	
			Fund 248 DOWNTOWN DEVE	11,146.03	
			Fund 260 DESIGNATED CO	43,939.18	
			Fund 581 AIRPORT FUND	539.48	
			Fund 590 WASTEWATER FU	42,414.31	
			Fund 591 WATER FUND	2,670.03	
			Fund 636 DATA PROCESSI	404.23	
			Fund 661 EQUIPMENT FUN	16,270.84	
			Fund 703 CURRENT TAX C	2,518.98	
Total For All Funds:				<hr/>	147,255.17



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: January 3, 2020

TO: Mayor DeVore and the Lowell City Council

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

RE: Lowell Township Water Sewer Authority

The next step needed if the City and Township were to merge into a Water and Sewer Authority would be to have a full valuation of the assets of the water and wastewater treatment plants. The City Attorney and Township Attorney Jeff Sluggett reached out to Plante and Moran to see if this was a project they could take on.

After further discussion with Plante and Moran, they informed us this is not something within their wheelhouse. We were referred to Public Financial Management Company (PFM), a Philadelphia-based public finance financial advisory firm which focuses on asset management and consulting services for municipalities, cities, schools, hospitals and other public entities.

PFM provided us with a proposal to consider to conduct a limited valuation and a full valuation of our treatment facilities. After reviewing both options in our proposal, I believe the full valuation of our assets would be necessary to determine the accurate cost of both facilities. The cost of completing this valuation is \$37,500.

This cost is not budgeted in our water and wastewater funds for the current fiscal year. I have yet to discuss with the township if they would be willing to split the cost.

Currently, the City Council needs to determine where we would like to go regarding the selling of the assets and transferring them to an authority. Hypothetically, if the valuation came back and said the total value of both facilities is \$15 million. Let's say both treatment facilities have a value of \$7.5 million each. If Lowell Township wanted 50% ownership of the facilities in the authority, the sale of the water plant would be \$3.75 million. If the wastewater treatment facility were also sold, approximately 50% of the project was grant funded (see attached on wastewater plant funding percentages). Another 8.3% was paid for with cash and a portion of that came from Lowell Township. For simplistic purposes, we will estimate this at 4.15% of the total project was paid for in cash by Lowell Township. After deducting the grant portion and the township portion, you would sell the wastewater treatment facility to the authority for \$1,719,375, which is half of the value of 45.85% of the total value of the asset.

So the question is would you want to sell the water and sewer treatment facilities to an authority for \$5,469,375? Please understand that total value of the facilities may be more or less than what I am hypothesizing. I would assume the total would be less since the water treatment facility was upgraded in 1976 at a total of nearly \$1.4 million. Does the City Council believe the sale is worth giving equal representation in management of these facilities and selling our assets to an authority?

If the authority is formed, the City would also lose the ability to require a 425 agreement for expanded service outside the current service area in Lowell Township. As you recall, I compiled the taxable values of all commercial values in approximately the same land size area near 28th Street and Interstate

96 in Cascade Township. There was quite a bit of residential and tax exempt property in this area and I compiled a taxable value of \$54,370,604. If 15.7 mills was levied this would equate to \$853,618.48 in new tax revenue.

I would envision once utility services (water, sewer, electric) are extended to this area, development will flourish. I could envision a future taxable value in the proposed development area near or beyond the quadrant of 28th St., Burton, Patterson and Kraft. This is why I can never recommend extending services outside the City of Lowell and current Lowell Township service area without a 425 Agreement.

City Administration would need direction from the City Council on how you would like to proceed.



TOWNSHIP OF LOWELL, MICHIGAN

**PFM Proposal to Provide Utility Valuation
Services for the Township's Water &
Sanitary Sewer Systems**

December 17, 2019

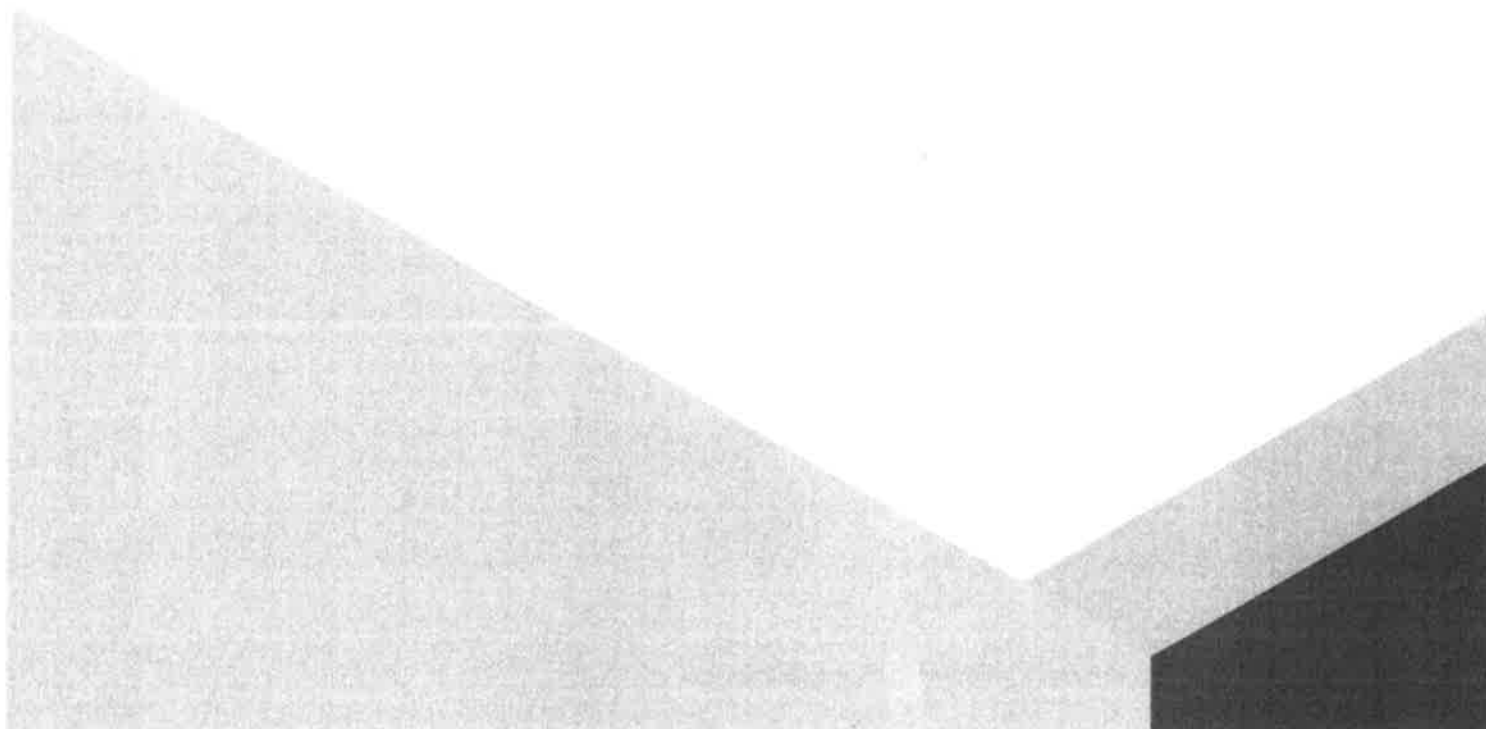




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- IV. Project Scope Options
- V. Qualifications of Personnel



Township of Lowell, MI
2910 Alden Nash
Lowell, MI 49331

Dear Project Manager,

Public Financial Management and PFM Financial Advisors LLC (collectively "PFM") greatly appreciates the opportunity to submit this proposal to provide the Township of Lowell, Michigan (the "Township") with a valuation of its water and sanitary sewer systems.

We firmly believe that you will find our direct experience with similar engagements to be distinctive and compelling. Our team has extensive recent experience performing utility system valuations of water and sanitary sewer systems, having successfully performed over 20 similar valuations since 2013. We have a deep understanding of the current utility monetization/sale market which gives us the industry knowledge to help pinpoint the value of the Township systems.

In addition to our direct experience with valuations of utility systems, PFM is also the number one ranked independent financial advisor in the nation and has been for over 19 years.

PFM was founded on the mission of serving as an independent financial advisor to the public sector, and this continues to be our mission today. We enter every engagement with a focus on the priorities and needs of our client. It's with this focus that we will serve the Township with on this very important engagement.

We look forward to meeting you and discussing in greater detail. Please feel free to contact us at any time with questions.

Sincerely,

Scott Shearer
Managing Director

Ben Kapenstein
Senior Analyst

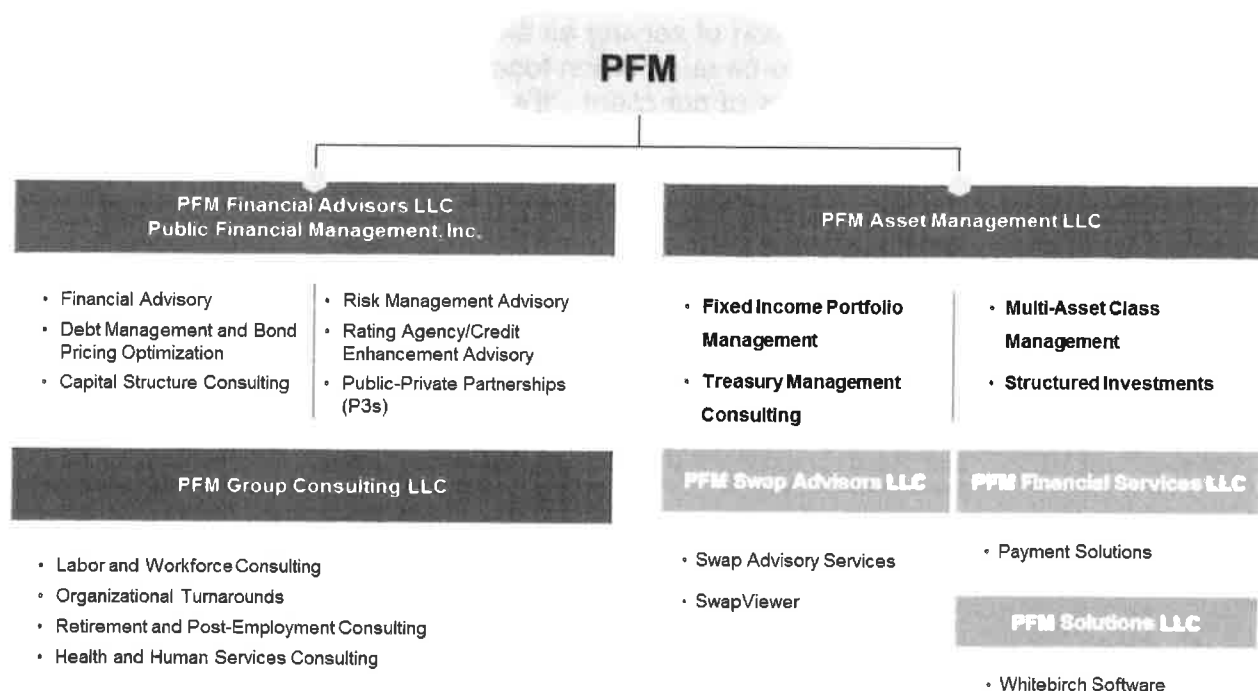


II. FIRM PROFILE

Headquartered in Pennsylvania, Public Financial Management, Inc. ("PFM, Inc.") was founded more than 40 years ago with the mission of providing superior independent financial advice to state and local governments, governmental agencies, and authorities when they bring their debt to the market, undertake capital planning and budgeting, as well as analyze the financial and operational environment in which they reside. The firm has grown from five professionals in one office in 1975 to more than 600 professionals across the country.

In response to regulatory changes, as of June 2016, the registered public financial advisory services historically offered through PFM, Inc. are now offered through a new operating company, PFM Financial Advisors LLC ("PFMFA"). PFMFA is a full service Financial Advisor with the ability to provide advice on all of our clients' needs including those beyond any services typically required of a bond transaction. Over time, all financial advisory services will be assigned to PFMFA as contracts are renewed. The financial advisory services provided by PFMFA will be provided by the same registered personnel of PFM, Inc. PFM's Financial Advisory business consists of both PFMFA and PFM, Inc. PFM's Financial Advisory business serves only as an Independent Financial Advisor, never as an underwriter.

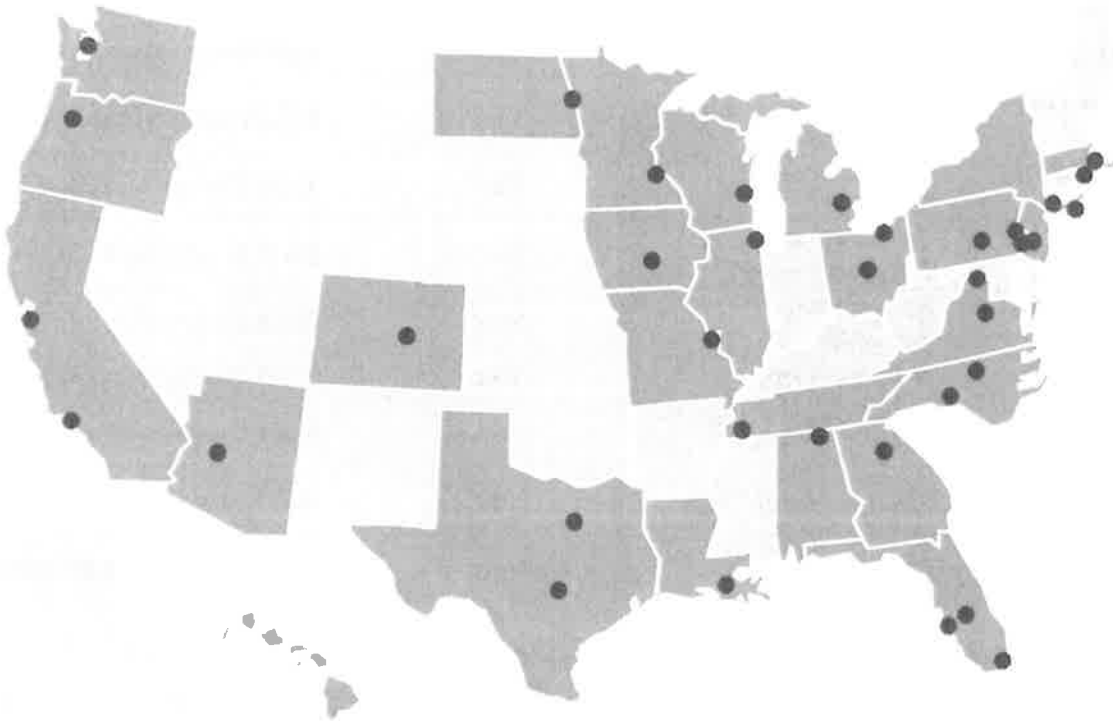
Depending upon needs, our clients can have access to our primary business activities shown below:





As part of the PFM group of companies, our national presence includes 37 offices, over 600 employees, and 197 registered municipal advisors across the U.S. Our size is a strength. Our large and diverse client base means that we see trends in the marketplace as they are developing. It also means that unlike smaller financial advisors, a single transaction is not a significant component of our overall business. We believe this allows us to be more objective in our advice and recommendations.

We have ranked as the nation's #1 financial advisor in terms of dollar volume and number of transactions for 19 consecutive years according to Ipreo.





III. Utility System Valuation Experience

In conjunction with PFM's traditional financial advisory business, PFM has also become a clear market leader in the world of utility system valuation and monetization. Since 2013, PFM has performed over 20 utility system valuations for clients of varying sizes as shown below in Exhibit A.

Exhibit A – PFM's Utility Valuation Experience

Engagement Timeframe	Client	Valuation Performed by PFM	Outcome after Valuation
July 2016	City of McKeesport MA	Yes	Sold Sewer System
November 2016	Limerick Twp.	Yes	Sold Sewer System
December 2016	Marysville Borough	Yes	Kept Ownership of System
March 2017	Borough of West Conshohocken	Yes	Sold Sewer System
May 2017	Boyertown Borough	Yes	Kept Ownership of System
July 2017	Monroe Twp.	Yes	Kept Ownership of System
August 2017	Lower Gwynedd Twp.	Yes	Kept Ownership of System
December 2017	West Vincent Twp.	Yes	Sold Sewer System
January 2018	Derry Twp.	Yes	Kept Ownership of System
December 2018	Tredyffrin Twp. (Valley Creek Only)	Yes	Sold Sewer System
Current	Cheltenham Twp.	Yes	Sold Sewer System
Current	East Norriton Twp.	Yes	Pending Sale of Sewer System
Current	Plymouth Twp.	Yes	Kept Ownership of System
Current	Upper Merion Twp.	Yes	Kept Ownership of System
Current	Norristown	Yes	Potential Sewer Sale
Current	Valley Twp.	Yes	Potential Water & Sewer Sale
Current	Warminster Twp.	Yes	Potential Water & Sewer Sale
Current	Easttown Twp.	Yes	Kept Ownership of System
Current	Royersford Borough	Yes	Pending Sale of Sewer System



Current	Lower Makefield Township	Yes	Potential Sewer Sale or Lease
Current	City of Clairton	Yes	Potential Sewer Sale
Current	Borough of Conshohocken	Yes	Potential Sewer Sale
Current	Pocono Jackson Joint Water Authority	Yes	Potential Sewer Sale

IV. Project Scope Options

In order to provide flexibility and meet the Township's needs, PFM Financial Advisors LLC ("PFM") is providing two separate options within its proposal. Should the Township desire other services outside of these options, PFM remains flexible and can easily adapt this proposal as needed.

The proposed scope options are as follows:

Option 1: Limited-Scope Valuation	<ul style="list-style-type: none">• Provide a broad range of values for utility assets• Use of only the Income Approach to valuation• Results presented in Microsoft PowerPoint format
Option 2: Full Utility System Valuation	<ul style="list-style-type: none">• Detailed valuation of water & sanitary sewer assets• Use of Income, Cost, & Market Approaches• Full written report with findings



Option 1: Limited-Scope Valuation

PFM will perform an analysis to determine an estimated range of values for the Township's water & sanitary sewer systems. The project scope is limited in that PFM will not be performing a full utility system valuation. Instead, PFM will utilize readily available data to arrive at a reasonable range of values that a willing buyer may offer to acquire the utility assets in a market transaction.

For the limited-scope valuation, PFM will analyze and value the utility system using the income approach to asset valuation only. This approach will calculate the net income available over a reasonable period of time or over the future life expectancies of the assets. This approach utilizes the system's revenues, expenses, and capital requirements to determine the present value of the income stream. There are numerous variables that impact the results of this method including, but not limited to, projected rate increases, the speed and size of capital projects, and the expected future size of the work force. As this option is limited-scope, PFM will use information that is readily available from the Township and also make standardized assumptions for use in the model. If the full valuation is undertaken, these assumptions may need to be studied in more detail with input provided from the Township.

Budget and Timing for Option 1

For the services described to complete Option 1, PFM proposes the following hourly rates:

Personnel Class	Hourly Rate
Managing Director/Director	\$250
Senior Managing Consultant	\$225
Senior Analyst/Analyst	\$175

For Option 1, PFM proposes a maximum capped fee of \$17,500.

In addition to fees for services, PFM proposes to be reimbursed for reasonable expenses (if such expenses are required to complete the project) such as travel, lodging, food, and miscellaneous charges as required to complete the work described.

PFM projects that the limited-scope valuation will be completed within 60 days of receiving the notice to proceed by the Township.



Option 2: Full Utility System Valuation

PFM will perform a detailed analysis to determine the value of the Township's water and sanitary sewer systems. PFM will perform a full utility system valuation using the income, cost, and market approaches to asset valuation.

In consultation with the Township, PFM will:

- Review documents, financial reports and data associated with any of the system operations or assets
- Oversee the engagement of sub consultants (if necessary). For the full valuation, PFM may partner with a utility engineer
- Define a value for the Township's assets
- Provide a written report to the Township. Additionally, PFM will make itself available to present the results of the study to the Township (if desired)

Process for Determining the Value of the Township's Assets

The valuation will employ three approaches to arrive at a value for the utility system. The approaches, which are used widely within the industry, are as follows:

- Income Approach
- Cost Approach
- Market Approach

The *income approach* will calculate the net income available over a reasonable period of time or over the future life expectancies of the assets. This approach utilizes the systems revenues, expenses, and capital requirements to determine the present value of the income stream. There are numerous variables that impact the results of this method including, but not limited to, projected rate increases, the speed and size of capital projects, and the expected future size of the work force. Differing from the limited-scope valuation, for this analysis, PFM will work with the Township to study and stress test the assumptions used in the model.

The *cost approach* will utilize the book value of the fixed capital assets of the utility system. The book value would be the original costs of the fixed capital assets depreciated to the date of the study utilizing life expectancies for utility assets. PFM will not be performing an original cost study for the purpose of this project. This approach relies on asset data that will need to be provided by the Township. If the information needed to complete this analysis is not available, PFM will work with the Township to develop an acceptable alternative.



The *market approach* studies comparable sales of similar utility systems. It is unlikely that information for an exact comparable sale will be available for this project, however, PFM will extrapolate values from market information that can be used to compare and derive a value under this approach. This is not unusual since there are no two utility systems alike in operating requirements and capital investment per customer.

PFM will utilize available data for all three methods to develop an indicated value under each approach, as appropriate. The team will then weight the results of the analysis to arrive at an indicated value for the system.

Important Note: In the absence of certain data, the project team will use alternative approaches, in concert with the Township, to produce a reliable valuation.

Budget and Timing for Option 2

For the services described to complete Option 2, PFM proposes the same hourly rates as references in Option 1. **For this option, PFM proposes a maximum capped fee of \$37,500 (inclusive of any sub consultant work).**

In addition to fees for services, PFM proposes to be reimbursed for reasonable expenses as described in Option 1.

Depending on the availability of data, PFM projects that the valuation will be completed within 100 days of receiving the notice to proceed by the Township.



V. QUALIFICATIONS OF PERSONNEL

Name/Title	Years Experience	Specialty	Office Location	Email
City's Core Valuation Team				
Scott Shearer Managing Director	21	Utility Finance	Harrisburg	shearers@pfm.com
John Frey Director	21	Utility Finance	Harrisburg	freyj@pfm.com
Ben Kapenstein Senior Analyst	7	Utility Finance (day-to-day contact)	Harrisburg	kapensteinb@pfm.com
Garrett Moore Senior Analyst	3	Analytical Support	Harrisburg	mooreg@pfm.com
Support Team				
Brandy McLendon, Managing Associate	10	Project Support	Harrisburg	mclendonb@pfm.com
Erica Schmidt Associate	3	Project Support	Harrisburg	schmidte@pfm.com

Scott Shearer, Managing Director

Scott joined PFM in 1998. In his tenure at PFM, he has worked on more than 1,500 transactions for local governments and other issuers primarily in Pennsylvania. He oversees approximately 250 clients comprised of municipal authorities, industrial development authorities, school districts, cities, counties, townships, and the Commonwealth. He is a member of the firm's national utility and Public-Private Partnership (P3) clusters. His expertise includes the asset valuation and monetization as well as the structuring of both tax-exempt and taxable fixed-rate bond issues, variable-rate bond pool financings, bank loans, and interest rate swap derivatives. In this capacity, he assists local governments in the areas of capital planning, financial analysis, refinancing opportunities, debt structuring analysis, budget forecasting, credit rating agency relations, investor relations, and identifying and executing monetization opportunities.



With a focus on utilities, Scott led the first of its kind procurement process for the concession lease successfully completed in Allentown in August 2013 for its water



and wastewater systems. Since then, Scott is active in many other engagements that involve valuing utility assets and implementing asset monetizations for utility and parking systems.

John Frey, Director

John joined PFM in 1998 in the firm's Harrisburg office. His financial advisory experience includes tax-exempt and taxable bond issues, bank loans, variable rate financings, and interest rate swaps. He assists local governments on capital planning, financial analysis, conducting the competitive and negotiated bond sale process, refunding analyses, debt restructurings and evaluating asset monetization opportunities.



During his career at PFM, John has gained experience working with a variety of public entities including school districts, townships, boroughs, counties and municipal authorities. These include Chambersburg Area School District, North Penn Water Authority and The County of Franklin. John has also worked on several complex State level financings, including Unemployment Compensation Bonds, Certificates of Participation, PHEAA student loan revenue bonds, and the State Public School Building Authority's \$687 Million financing of Qualified School Construction Bonds and Qualified Zone Academy Bonds issued for the benefit of 47 school districts.



Ben Kapenstein, Senior Analyst

Ben joined PFM in 2012 where he first worked in asset management as a member of the Local Government Pool Accounting Team. Ben transitioned to the Harrisburg financial advisory team where he specializes in providing independent financial advisory services regarding municipal finance and the capital markets to a broad base of local, state and regional government clients.



Ben specializes in helping clients understand how different initiatives affect the big picture. Helping clients gain this understanding allows them to find ways to make operations more efficient.

Ben is a member of the Public Private Partnership (“P3”) group where he helps clients value their utility assets and, if desired, monetize those assets.

Ben is a graduate of Pennsylvania State University where he received his bachelor’s degree in Accounting. Ben is a Registered Municipal Advisor Representative (Series 50).

Garrett Moore, Senior Analyst

Garrett Moore joined PFM in 2016 as a member of the East Financial Advisory Pool, servicing PFM’s offices in the East. In 2018, Garrett joined the Harrisburg financial advisory team as a Senior Analyst. Garrett works primarily providing technical and quantitative support for various Pennsylvania local government clients. His present duties include structuring, sizing, and pricing new money and refunding municipal bond issues, assessing municipal issuer’s outstanding debt and performing analysis of refunding opportunities.

Garrett is a graduate of Franklin & Marshall College where he received his bachelor’s degree in Finance and Economics. Garrett is a Registered Municipal Advisor Representative (Series 50).



ABOUT PFM

PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation.

Investment advisory services are provided by PFM Asset Management LLC which is registered with the Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940. Financial advisory services are provided by PFM Financial Advisors LLC and Public Financial Management, Inc. Both are registered municipal advisors with the SEC and the Municipal Securities Rulemaking Board ("MSRB") under the Dodd-Frank Act of 2010. Swap advisory services are provided by PFM Swap Advisors LLC which is registered as a municipal advisor with both the MSRB and SEC under the Dodd-Frank Act of 2010, and as a commodity trading advisor with the Commodity Futures Trading Commission. Additional applicable regulatory information is available upon request.

Consulting services are provided through PFM Group Consulting LLC. Institutional purchasing card services are provided through PFM Financial Services LLC. PFM's financial modeling platform for strategic forecasting is provided through PFM Solutions LLC.

For more information regarding PFM's services or entities, please visit www.pfm.com.

**LOWELL TOWNSHIP
WATER SYSTEM
UTILITY SYSTEM VALUATION
INITIAL DATA REQUEST**

High Priority

1. Detailed listing of all assets that includes a description/name of the asset, the year installed, the original cost of the asset, and the estimated useful life
2. Historical Financials for the system - 3 prior audits and latest budget
 - a. Income statement that includes only revenues and expenses related to the system
3. Future Capital Improvement Needs/Plans
4. Number of customers/connections and number of EDUs broken out by class (residential, commercial, industrial)
5. Total annual flow (in gallons) broken out by class (residential, commercial, industrial)
6. List of rates charged to customers
7. List of potential growth areas in the Township (where would you anticipate future growth in the system)
 - a. Break out anticipated future EDU's by year
8. List of any debt and/or grants used to build/rebuild the system

Lower Priority

9. Studies - any applicable valuation, rate, engineering, environmental, usage studies, etc.
10. Intergovernmental agreements & contracts with any 3rd parties (maintenance of the system, etc.)
11. Agreements with any customers who are billed in a manner out of the ordinary
12. # of employees
13. Any other information that you feel would be relevant for our analysis

LOWELL TOWNSHIP
SEWER SYSTEM
UTILITY SYSTEM VALUATION
INITIAL DATA REQUEST

High Priority

1. Detailed listing of **all** assets that includes a description/name of the asset, the year installed, the original cost of the asset, and the estimated useful life
2. Historical Financials for the system - 3 prior audits and latest budget
 - a. Income statement that includes only revenues and expenses related to the system
3. Future Capital Improvement Needs/Plans
4. Number of customers/connections and number of EDUs broken out by class (residential, commercial, industrial)
5. Total annual flow (in gallons) broken out by class (residential, commercial, industrial)
6. List of rates charged to customers
7. List of potential growth areas in the Township (where would you anticipate future growth in the system)
 - a. Break out anticipated future EDU's by year
8. List of any debt and/or grants used to build/rebuild the system

Lower Priority

9. Studies - any applicable valuation, rate, engineering, environmental, usage studies, etc.
10. Intergovernmental agreements & contracts with any 3rd parties (maintenance of the system, etc.)
11. Agreements with any customers who are billed in a manner out of the ordinary
12. # of employees
13. Any other information that you feel would be relevant for our analysis

Wastewater Treatment Plant Upgrade

Total Cost 1987	\$	5,917,728.00	
	Bond	\$	2,220,000.00 37.5%
Cash from City and Township	\$	490,017.00	8.3%
CDBG Grant	\$	161,000.00	2.7%
EPA Grant	\$	2,907,896.00	49.1%
Investment Income	\$	138,815.00	2.3%

1976 Water Treatment Plant

Total Cost	\$	1,390,000.00
Cash on hand	\$	80,000.00
Farmers Home Administration Loan	\$	1,310,000.00

LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM



DATE: January 3, 2020
TO: Mayor DeVore and the Lowell City Council
FROM: Michael T. Burns, City Manager
RE: Lineshack RFP

I have been working on the RFP for the sale and development of the former Lineshack building. Since we last discussed this item, the Assessor's Office has provided me with a true cash value on the property. They have valued the building and land for the property at \$100,000. Under the Michigan Constitution, we must sell the property for a fair market value and I will require \$100,000 as a minimum price for the bid in the RFP. While this will be a factor in the RFP, I would envision the property being sold to a developer who the City believes is capable to accomplish a development suitable to the best interest of the City.

As I am hopefully able to distribute the RFP in a few weeks, I would like to see if the City Council would like to place a restrictive covenant on the building. In my previous experience, I led a redevelopment of an older municipal building which had a restrictive covenant on the deed. This would require the building to function as a specific use(s) under the restrictive covenant. In my past instance, this was done because there were certain types of businesses, the City and DDA didn't want it to become (i.e. convenience store, adult entertainments etc.). It was an extra level of protection for once ownership of the building changed.

If you so choose, the restrictive covenant could be that it is required for the building to be a restaurant, office or other mixed use facility. This is tied to the deed and if ownership of the building were to change the requirements of the building would not.

If this is something of interest to you, we can have the City Attorney draft a restrictive covenant for you to consider.



LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM

DATE: January 2, 2019
TO: Michael T. Burns
FROM: Suzanne M. Olin
RE: Annual Authorization of Signatures
for City Bank Accounts and
Designation of Depository Banks

Authorized Signatures:

Mayor
Mayor Pro Tem

City Manager Michael T. Burns
City Treasurer Suzanne Olin
Police Chief Steve Bukala
Deputy City Treasurer Lori Gerard

Safety Deposit Box:

Susan Ullery
Amy Brown
Luanne Wisniewski

Depository Banks:

Union Bank	(Ada)
Huntington Banks	(Lowell)
PNC Bank	(Grand Rapids)
Fifth Third Bank	(Lowell, Ada, Grand Rapids)
Macatawa Bank	(Grand Rapids)
Bank of America	(Grand Rapids)
Mercantile Bank of Michigan	(Lowell, Grand Rapids)

Recommended Motion: That the Lowell City Council approve the annual authorization of signatures for City Bank Accounts and designation of depository banks as proposed.

LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM



DATE: January 2, 2020

TO: Mayor DeVore and the Lowell City Council

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

RE: Settlement Agreement Unity Schools Investors LLC.

Being presented are Resolutions' 01-20 and 02-20 which in essence would resolve all issues pertaining to Unity Schools Investors LLC.

Resolution 01-20 if approved will settle all matters pertaining to and authorize the Mayor and City Clerk to execute the approved agreement on behalf of the city and thus authorizing the City Manager to take all steps required to fulfill the City's obligations under the Agreement.

To summarize the settlement agreement, the terms are the following:

- The City will purchase 238 High Street for \$225,000 within 30 days of the purchase. (The Downtown Development Authority and Lowell Light and Power have resolutions to approve allowing the DDA to purchase the property on behalf of the City and for Lowell Light and Power to lend the DDA \$165,000 over a five year period with an interest of 1.75%)
- The City will support the partial vacation of the north 15 feet of High Street from Monroe Street to the west edge of the existing Unity School building on the 219 High Street Parcel with ownership of said vacated property to be transferred to Unity. The City and Unity will share all costs equally for the partial vacation and re platting of High Street adjacent to 219 High Street.
- Unity at its cost will construct curbs, gutters and sidewalks in accordance of City standards, along and within the vacated parcel. Unity will also not be limited on curb cuts for the south side of its property accessing 219 High Street.
- Subject to approval by the Michigan Department of Natural Resources (DNR), the City will transfer a 7 foot by 263.2 foot strip of Riverside Park to Unity Schools in exchange for a 10' north and 50' east portion of the southwest corner of 219 High Street. The City will retain easements for locations on the currently owned city property for underground utilities and communication lines.
- If required by the Michigan Department of Environment, Great Lakes and Energy, the City will allow a compensation cut to a portion of the banks of Stoney Lakeside Park to address any floodplain mitigation concerns at 219 High Street. Unity at its costs, will be responsible to provide the required testing of the soils to be removed and for the proper disposal of the soils.
- Since the boundary lines of High Street will change on the south and west of the Planned Unit Development relating to the property, these will be deemed as minor amendments to the PUD. The amendments shall be reviewed and approved administratively by the City's zoning enforcement officer.
- Upon execution of the settlement agreement, legal counsel for both parties shall prepare and file a Stipulated Order to Dismiss All Claims With Prejudice and Without Costs for entry by the Court in the Lawsuit.

- Unity further waives and releases any claims for the City's, City's Department of Lowell Light and Power, the Lowell Area Public Schools, or Comcast/Xfinity's past, current, and future use of the 219 and 238 High Street parcels through existing known easements of record and/or existing above ground or underground lines, including any related facilities for utility and communication services that are currently subject to written easement agreements or are contemplated to be given by Unity pursuant to this Settlement Agreement.

Since there will be a transfer of property between the City and Unity, a resolution pertaining to the transfer of property must sit at Council and be available for public review for twenty days after it has been presented, per the City Charter. Resolution 02-20 is being presented to accommodate the Charter provision and no action can be taken on this resolution until the 20 day period expires. This will also require four votes in the affirmative in order for action to be taken.

The City can approve Resolution 01-20 this evening. In order to move forward, the resolution must be affirmed by four votes as part of the resolution involves purchasing property and thus the Charter requires four votes in the affirmative to purchase property.

I am recommending the City Council take action on Resolution 01-20 pertaining to the Settlement Agreement with Unity Schools Investors LLC.

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 01-20

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF SETTLEMENT AGREEMENT WITH
UNITY SCHOOL INVESTORS, LLC RELATED TO
PROPERTY LOCATED AT 238 AND 219 HIGH STREET IN
THE CITY AND MATTERS RELATED THERETO**

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

WHEREAS, Unity School Investors, LLC (“Unity”), own certain real property located at 238 and 219 High Street in the City; and

WHEREAS, the City filed a condemnation of lawsuit against Unity involving an electric utility easement for the 238 High Street parcel in a case entitled City of Lowell v. Unity School Investors, LLC, et. al., Kent County Circuit Court, Case No. 19-05347-CC, and Unity filed claims against the City involving both the 238 High Street parcel and the 219 High Street parcel (the “Lawsuit”); and

WHEREAS, the City and Unity have agreed, pursuant to the terms of a Settlement Agreement (the “Agreement”), to settle all claims that were or could have been asserted in the Lawsuit regarding 238 and 219 High Street.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Agreement in the form presented in this meeting is approved with such modifications not materially adverse to the City approved as to content by the City Manager and as to form by the City Attorney.
2. That the Mayor and City Clerk are authorized and directed to execute the approved Agreement for and on behalf of the City.
3. The City approves the proposed Stipulated Order to Dismiss All Claims with Prejudice and Without Costs related to the Lawsuit presented at this meeting.
4. That the City Manager is authorized to take all steps required to fulfill the City’s obligations under the Agreement.
5. 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: January 6, 2020

Susan Ullery, City Clerk

CERTIFICATION

I, the undersigned City Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on January 6, 2020, 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: January 6, 2020

Susan Ullery, City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into between the City of Lowell ("City") and Unity School Investors, LLC ("Unity"). The effective date ("Effective Date") of this Settlement Agreement is January 1, 2020.

Recitals

Unity owns certain real property located at 238 High Street and 219 High Street in Lowell, Michigan. The real property located at 238 High Street ("238 High Street Parcel") is described in Exhibit A to this Settlement Agreement, and the property located at 219 High Street ("219 High Street Parcel") is described in Exhibit B to this Settlement Agreement.

The City filed a condemnation lawsuit against Unity involving an easement for the 238 High Street Parcel in a case entitled *City of Lowell v. Unity School Investors, LLC, et al.*, Kent County Circuit Court, Case Number 19-05347-CC (the "Lawsuit"). In response, Unity filed claims against the City involving the 238 High Street Parcel and 219 High Street Parcel (collectively, the "Property").

The City and Unity have agreed to settle all claims that were or could have been asserted in the Lawsuit regarding the Property based on the terms below.

Terms

The City and Unity agree as follows:

1. The City will purchase from Unity all of its interests in the 238 High Street Parcel, subject to all existing easements or encumbrances of record (other than any debt secured thereby) in exchange for \$225,000 (the "Purchase Price"). Closing of the purchase, which shall include discharge of any existing mortgages on the 238 High Street Parcel, shall occur within 30

days of City Council approval of the purchase. Taxes will be prorated to the date of closing on a calendar year basis.

2. Upon receipt of the Purchase Price at the closing, Unity shall convey its interests in the 238 High Street Parcel to the City subject to all existing easements or encumbrances of record (other than any debt secured thereby).

3. The City will support the partial vacation of the north 15 feet of High Street from Monroe Street to the west edge of the existing Unity School building on the 219 High Street Parcel with ownership of said vacated property (the "Vacated Parcel") to be transferred to Unity.

4. Unity will, at its cost, construct curbs, gutters, and sidewalks in accordance with promulgated City standards, along and within the Vacated Parcel.

5. There will be no limitation on the number of curb cuts that Unity, at its cost, constructs along the south side of its property accessing the 219 High Street Parcel, provided that such curb cuts are constructed with applicable industry standards.

6. The City and Unity will share equally the cost, including legal fees, of the (a) partial vacation referenced in paragraph 3 above, and (b) re-platting of the realignment of High Street next to the 219 High Street Parcel.

7. Subject to the following conditions, the City and Unity agree to exchange by quit claim deeds ownership of property as follows: the City shall convey to Unity approximately 7 feet by 263.2 feet along with west side of the 219 High Street Parcel (the "Seven Foot Parcel"), and Unity shall convey to the City a portion of the southwest corner of the 219 High Street Parcel that runs 10 feet north and 50 feet east and west of the 219 High Street Parcel. The conditions are:

(a) The City Assessor and MDNR shall have determined the exchange is of equal value;

(b) The MDNR shall have approved the exchange of the property;

(c) The exchange receives the affirmative vote of 4 members of the City Council as required by the City Charter.

(d) Unity will, at its cost, cause to be prepared the boundary survey map and legal description of the new park boundary as required by the MDNR and share equally with the City the cost of an appraisal of said properties, if required by the MDNR.

(e) Upon conveyance of the Seven Foot Parcel to Unity, the City shall retain an easement for underground utility and communication lines.

(f) Unity will provide the City, for \$1 consideration, an easement for the existing underground utility and communication lines and related facilities within the southwest corner of the 219 High Street Parcel, to the extent such property has not been conveyed to the City by quit claim deed.

8. If the Michigan Department of Environment, Great Lakes, and Energy ("EGLE") requires Unity to provide for floodplain mitigation at the 219 High Street Parcel, the City will provide a location for a cross-cut along a portion of the banks of Stoney Lake. Unity will be responsible to provide, at its cost, the require testing of the soils to be removed, with the results provided to the City, and for the removal and proper disposal of the soils. The party removing and disposing of the soils will be required to carry appropriate liability insurance with the City named as an additional insured.

9. As a result of the foregoing, the change in boundary lines along High Street on the

south and west of the approved Planned Unit Development ("PUD") relating to the Property, with no reduction in density or increment of buildings, are deemed to be minor amendments to the PUD, pursuant to Section 13.13(B) of the City's Zoning Ordinance, which amendments shall be reviewed and approved administratively by the City's zoning enforcement officer.

10. Upon execution of this Settlement Agreement, counsel for the parties shall prepare and file a Stipulated Order To Dismiss All Claims With Prejudice And Without Costs (in the form attached to this Settlement Agreement as Exhibit C) for entry by the Court in the Lawsuit.

11. Unity further waives and releases any claims for the City's, City's Department of Light and Power, the Lowell Area Public Schools', or Comcast/Xfinity's past, current, and future use of the 219 High Street Parcel and 238 High Street Parcel through existing known easements of record and/or existing above ground or underground lines, including any related facilities for utility and communication services that are currently subject to written Easement agreements or are contemplated to be given by Unity pursuant to this Settlement Agreement.

12. This Settlement Agreement is the entire agreement of the parties and no prior negotiations, agreements, or other understandings may be used to explain this Settlement Agreement.

13. This Settlement Agreement and its terms may not be amended, modified, waived, or assigned except in a writing signed by all parties to this Settlement Agreement.

14. Nothing in this Settlement Agreement, express or implied, is intended to confer any rights or remedies to any persons or entities other than the parties to this Settlement Agreement; and, no other person or entity is intended to or shall be entitled to claim rights or obtain remedies by

reason of this Settlement Agreement as a third-party beneficiary.

15. This Settlement Agreement was negotiated jointly by counsel for the parties and shall not be construed against any party as the drafter if there is any question as to the meaning of this Settlement Agreement or any of its terms.

16. Michigan law governs this Settlement Agreement.

17. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

18. The undersigned have read this Settlement Agreement, understand it fully, and each is fully authorized to sign on behalf of the entity for whom each sets forth her or his signature below.

CITY OF LOWELL

By: _____
Michael DeVore, Mayor

Attest: _____
Susan Ullery, City Clerk

UNITY SCHOOL INVESTORS, LLC

By: _____
Yoda A. Schaefer (print name)

Its: _____
Member



Jerry Zandstra
Member

Exhibit A

Property Search

Tax Description

Parcel Number: 41-20-02-404-003

Property Address: 238 HIGH ST SE

Description

PART OF BLK 1 COM 300 FT NWLY ALONG WLY LINE OF MONROE ST /49.5 FT WIDE/ FROM N LINE OF AVERY ST /49.5 FT WIDE/ TH SWLY PAR WITH NLY LINE OF AVERY ST 75 FT TH SLY PAR WITH WLY LINE OF MONROE ST 80 FT TH SWLY PAR WITH NLY LINE OF AVERY ST TO A LINE WHICH EXT SLY FROM A PT 18.3 FT E ALONG N LINE OF LOT 5 OF LBK 1 OF SD PLAT TO A PT 63.6 FT NELY ALONG S LINE OF SD LOT 5 FROM SW COR THEREOF TH NWLY ALONG SD EXT LINE TO S LINE OF HIGH ST /49.5 FT WIDE/ TH NELY ALONG SD S LINE TO WLY LINE OF SD MONROE ST TH SELY TO BEG * AVERY'S PLAT

Exhibit B

Property Search

Tax Description

Parcel Number: 41-20-02-260-003

Property Address: 219 HIGH ST SE

Description

412002260003 LOTS 2 TO 9 INCL BLK 28 ALSO E 8.30 FT OF LOTS 1 & 10 * AVERY'S PLAT

SPLIT/COMBINED ON 02/03/2015 FROM 41-20-02-256-004, 41-20-02-259-001, 41-20-02-259-002, 41-20-02-260-001;

Exhibit C

STATE OF MICHIGAN
KENT COUNTY CIRCUIT COURT

CITY OF LOWELL,

Plaintiff and
Counter-Defendant,

Case Number 19-05347-CC

v.

Honorable J. Joseph Rossi

UNITY SCHOOL INVESTORS, LLC,

Defendant and
Counter-Plaintiff,

and

OETMAN EXCAVATING, LLC,

Defendant.

Geoffrey A. Fields (P41788)
Dickinson Wright PLLC
Attorneys for City of Lowell
200 Ottawa NW, Suite 1000
Grand Rapids, Michigan 49503
616-336-1017

Steven E. Bratschie (P35726)
Attorney for Defendants

William Horn (P33855)
Attorney for Unity School
Investors, LLC

STIPULATED ORDER TO DISMISS ALL CLAIMS
WITH PREJUDICE AND WITHOUT COSTS

At a session of Court held in Grand Rapids, Kent County,
Michigan on _____.

PRESENT: Honorable _____
Circuit Court Judge

Pursuant to MCR 2.504 and upon stipulation of the parties, this action is dismissed with prejudice and without costs to any party. This disposes of the last remaining claim and closes this case.

Dated: _____, 2020

Circuit Court Judge

STIPULATION

The parties, by their respective counsel, stipulate to entry of the above Stipulated Order to
Dismiss With Prejudice And Without Costs.

Dickinson Wright PLLC
Attorneys for City of Lowell

Bratschie & Born, P.C.
Attorneys for Defendants

By: Geoffrey A. Fields (P41788)

By: Steven E. Bratschie (P35726)

Mika Meyers, P.C.
Attorneys for Unity School Investors, LLC

By: William Horn (P33855)

GRAPIDS 60868-152 584476v1

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 02-20

**RESOLUTION APPROVING THE TRANSFER OF CITY-
OWNED PROPERTY TO UNITY SCHOOL INVESTORS,
LLC RELATED TO PROPERTY LOCATED AT 219 HIGH
STREET IN THE CITY AND MATTERS RELATED
THERE TO**

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

WHEREAS, the City and Unity School, LLC (“Unity”) have agreed, pursuant to the terms of a Settlement Agreement (the “Agreement”) to settle all claims that were or could have been asserted in a lawsuit between them related to 238 and 219 High Street in the City; and

WHEREAS, the City Council has, by a separate resolution approved the Agreement on January 6, 2020; and

WHEREAS, the Agreement provides that the City will convey to Unity City-owned property consisting of approximately 7’ x 263.2’ adjacent to the west of the 219 High Street parcel owned by Unity (the “Property”) and in return Unity will convey certain property it owns to the City; and

WHEREAS, the City Charter at Chapter 13, Section 13.3(b)(3) requires that before the City can adopt a final resolution authorizing the transfer of the Property the resolution must remain on file with the City Clerk for public inspection for 20 days before final adoption; and

WHEREAS, this resolution was placed in the City Clerk’s office on January 6, 2020, for public inspection and has remained on file to the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That in accordance with Chapter 13, Section 13.3(b)(1) the City has previously published one advertisement in the Buyers Guide on January 27, 2019 and one advertisement in the Lowell Ledger on January 30, 2019 for bids related to the Property.
2. That, subject to the terms of the Agreement, the transfer of the Property is approved, subject to the retention by the City of an easement for underground utility and communication lines.
3. That the Mayor, City Clerk and City Manager are authorized to take all steps necessary to transfer the Property to Unity.
4. That the Agreement is ratified and confirmed.

5. 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: _____, 2020

Susan Ullery, City Clerk

CERTIFICATION

I, the undersigned City Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on _____, 2020, 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: _____, 2020

Susan Ullery, City Clerk

Memorandum



DATE: January 2, 2020

TO: Michael Burns, City Manager *MB*

FROM: Daniel Czarnecki, Public Works Director *[Signature]*

PUBLIC WORKS

RE: Traffic Signal Maintenance Agreement

The traffic signals in Lowell are owned by either MDOT or the Kent County Road Commission. They are all maintained by the City of Grand Rapids traffic department. Because the signals control traffic from City of Lowell streets we have some responsibility for the maintenance costs of the signals.

I was contacted by the Grand Rapids Traffic Signal Supervisor about entering into a maintenance agreement for the signal maintenance work. They are trying to complete their agreements for all the communities they maintain signals within. The agreement sets the parameters for the maintenance and billing for such work. According to the supervisor, the maintenance work on the traffic control device at Valley Vista and M/21 is billed at 50% to the City of Lowell. We have funds budgeted under Major Streets to cover the signal maintenance costs.

The agreement needs to be approved and signed by the City. The document has been reviewed by the City Attorney.

It is my recommendation: **That the Lowell City Council approve the Electronic Traffic Control Devices Maintenance Agreement with the City of Grand Rapids and authorize the Mayor to sign the agreement.**



ELECTRONIC TRAFFIC CONTROL DEVICES MAINTENANCE AGREEMENT

Agreement made this ____ day of _____, 2020, between the City of Grand Rapids, a municipal corporation, hereinafter referred to as "Maintaining Agency", and the City of Lowell, a municipal corporation, hereinafter referred to as "Requesting Agency," as independent contractors.

Whereas, Requesting Agency owns certain electronic traffic control devices in the City of Lowell, Michigan, and desires to have Maintaining Agency perform maintenance on them from time to time, and

Whereas, Maintaining Agency has the capability to perform such maintenance and is willing to do so, now, therefore,

The parties agree as follows:

1. **Term.** The initial term of this agreement shall be three (3) years and is automatically renewable annually thereafter. However, either party may terminate the Agreement upon a ninety (90) day written notice of termination being delivered by certified mail to the principal place of business of the other party.

2. **Electronic Traffic Control Devices.** The electronic traffic control devices subject to the Agreement are set forth on Exhibit A attached hereto and made a part hereof. During the term of this Agreement, electronic traffic control devices may be deleted from or added to Exhibit A, but, such deletions or additions must be approved in writing by the authorized individuals specified hereto.

3. **Maintenance of Electronic Traffic Control Devices.** The Requesting Agency may request that the Maintaining Agency perform any necessary maintenance required on said electronic traffic control devices as soon as the Maintaining Agency's work schedule allows. The Requesting Agency acknowledges that it has read the City's maintenance guidelines, preventative maintenance checklist and standard operating procedure for emergency call backs, attached as Exhibit A. These guidelines, checklists, and procedures do not create any third party rights and/or privileges and do not impose additional binding obligations on the City for purposes of this Agreement. They are primarily instructional documents for internal use and informational to third parties.

The individual(s) who shall have the authority on behalf of Requesting Agency to request such maintenance shall be the City Manager and Public Works Director.

Requesting Agency shall keep Maintaining Agency advised as to names of the persons holding said positions.

4. **Utility Locating.** The Requesting Agency may request that the Maintaining Agency act on their behalf as an authorized third-party agent of the Requesting Agency's Miss Dig membership. It is the responsibility of the Requesting Agency to register their assets in the Miss Dig system in compliance with Public Act 174 of 2013. The Maintaining Agency may receive and locate Miss Dig tickets, participate in the positive response system, and maintain the mapping database on behalf of the Requesting Agency.

5. **Billing.** The Maintaining Agency shall submit to Requesting Agency a quarterly bill detailing for each electronic traffic control device the type of work performed and quantities for labor, equipment, and materials.

6. **Charges.**

A. **Material.** Any material furnished by Maintaining Agency in the performance of this Agreement shall be billed to Requesting Agency at Maintaining Agency's cost, plus a ten percent (10%) handling charge.

B. **Equipment Rental.** If required by Requesting Agency, Maintaining Agency shall supply a listing of the prevailing equipment rental rates. The parties hereto acknowledge that Maintaining Party revises equipment rental charges from time to time, and that during the term of this Agreement, such revised equipment rental schedules shall become a part of this Agreement, and Requesting Agency shall be charged accordingly for equipment used by Maintaining Agency in performing the maintenance required by this Agreement.

C. **Personnel.** Maintaining Agency shall charge Requesting Agency for services rendered by employees of Maintaining Agency in accordance with prevailing labor rates. The parties hereto acknowledge that during the term of this Agreement, said rates may change because of the collective bargaining process. Any such changes shall become a part of this Agreement and Requesting Agency shall be charged accordingly. The Requesting Agency shall be provided documentation of current prevailing labor rate at their request. The following positions are authorized to work on signals by the Maintaining Agency:

Journeyman Signal Technician
Signal Electronics Technician I
Journeyman Lineworker
Lineworker II
Lineworker I
Traffics Systems Programmer

Master Signal Technician
Signal Electronics Technician II
Journeyman Line Foreperson
Line Foreperson
Utility Locator
Signal & Lighting Supervisor

D. Administrative Overhead. Maintaining Agency shall charge Requesting Agency an administrative overhead rate of 10%. Administrative overhead will be calculated on the total invoiced charges for the period.

E. Standby Coverage. Maintaining Agency may charge Requesting Agency for prorated reimbursement of standby pay incurred for the purpose of providing continuous emergency response coverage on weekday after-hours, weekends, and as needed.

F. Hardware. Maintaining Agency may charge Requesting Agency for prorated reimbursement of necessary computer servers, networking hardware and associated support and service contract fees incurred for the purpose of providing connectivity to Requesting Agency's electronic traffic control devices.

G. Software. Maintaining Agency may charge Requesting Agency for prorated reimbursement of necessary software license and renewal fees, including, but, not limited to, applications for central traffic control and management, utility locating ticket management, antivirus protection, traffic analysis, optimization and simulation, detection and surveillance, preemption and priority management, travel-time and analytics, and connected vehicle technology.

H. Cellular Data. Maintaining Agency may charge Requesting Agency for reimbursement of cellular data plan fees incurred for the purpose of providing connectivity to Requesting Agency's electronic traffic control devices.

7. Insurance. Requesting Agency shall add Maintaining Agency as a named insured to the general liability policy of Requesting Agency during the term of this agreement. Any expense incurred for adding Maintaining Agency as an insured shall be paid by Requesting Agency, and Requesting Agency shall furnish to Maintaining Agency from time-to-time evidence of such insurance.

8. Indemnification.

(a) Without either Party waiving its governmental immunity, the Requesting Party shall indemnify, hold harmless, and defend the Maintaining Agency and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or related to any third-party claim alleging:

(1) breach or non-fulfillment of any provision of this Agreement by Indemnifying Party or Indemnifying Party's Personnel;

(2) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;

(3) any bodily injury, death of any person, or damage to real or tangible personal property caused in whole or in part by the negligent or more culpable acts or omissions of Indemnifying Party or its Personnel (including any reckless or willful misconduct); and

(4) any failure by Indemnifying Party or its Personnel to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under this Agreement.

(b) Indemnified Party shall give notice to Indemnifying Party (a "**Claim Notice**") within five (5) calendar days after obtaining knowledge of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification. Indemnified Party's failure to provide a Claim Notice to Indemnifying Party under this Section does not relieve Indemnifying Party of any liability that Indemnifying Party may have to Indemnified Party, but in no event shall Indemnifying Party be liable for any Losses that result directly from a delay in providing a Claim Notice when the delay prejudices the defense of the related third-party claim. Indemnifying Party's duty to defend applies immediately, regardless of whether Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

(c) Notwithstanding anything to the contrary in this Section, Indemnified Party may select its own legal counsel to represent its interests, and Indemnifying Party shall:

(1) reimburse Indemnified Party for its costs and attorneys' fees immediately upon request as they are incurred; and

(2) remain responsible to Indemnified Party for any Losses indemnified.

9. **Jurisdiction.** This Agreement shall be interpreted and construed using Michigan Law.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have executed this Agreement on the date set opposite their signatures.

CITY OF GRAND RAPIDS

DATE

/s/ _____

Print Name _____

Its:

Attested

DATE

/s/ _____

Print Name:

Its:

REQUESTING AGENCY LEGAL NAME

DATE

/s/ _____

Print Name _____

Its:

EXHIBIT A

ELECTRONIC
TRAFFIC CONTROL DEVICES
MAINTENANCE GUIDELINES



50 Ottawa Ave NW
Grand Rapids, Michigan 49503

April 30th, 2019

INTRODUCTION

This document supersedes all previous guidelines and procedures relative to electronic traffic control device maintenance, and, hereafter referred in this document as guidelines.

Traffic control devices must be properly maintained to command respect and to obtain accurate action on the part of motorists. It is the intent of this guide to establish minimum maintenance procedures to accomplish this task.

SIGNAL MAINTENANCE

The City of Grand Rapids level of maintenance carries with it the responsibility for having qualified personnel performing complete routine and emergency maintenance work of electronic traffic control devices in the proper manner, and at established intervals. Preventive maintenance shall be performed at the recommended interval per the City of Grand Rapids Checklist for Traffic Signal Preventive Maintenance, or, as needed. It is the responsibility of the City of Grand Rapids to provide all necessary training and to possess all necessary licenses and certifications required to perform the work. All new installations, improvements and modernizations shall be done in accordance with City of Grand Rapids standard specifications and detailed drawings, and any applicable laws and rules governing all electrical installations, including, but, not limited to, the National Electrical Code (NEC), National Electrical Safety Code (NESC), Michigan Manual of Uniform Traffic Control Devices (MMUTCD), and International Municipal Signal Association (IMSA). The City of Grand Rapids shall adhere to the Federal Highway Final Rule on Worker Visibility, and shall follow all appropriate MIOSHA standards and rules when conducting this work.

Relamping

All traffic signal incandescent lamps may be changed at the recommended interval per the City of Grand Rapids Checklist for Traffic Signal Preventative Maintenance, or, as needed. All incandescent lamps shall be standard A-21 or P-25 traffic signal lamps rated at 8000 hours or greater. All LED lamps may be changed at the manufacturer recommended interval, or, as needed. All LED lamps must meet the current City of Grand Rapids specifications. Incandescent lamp size shall be according to Table 1.

Table 1: Lamp Requirements

OPTICAL DEVICE	LAMP
8" Incandescent Signal	69 Watt
9" Incandescent Pedestrian Signal	69 Watt
12" Incandescent Pedestrian Signal	116 Watt
12" Incandescent Signal	150 Watt
12" LED Signal	Current City of Grand Rapids specifications
12" LED Pedestrian Signal	Current City of Grand Rapids specifications
16" LED Countdown Pedestrian Signal	Current City of Grand Rapids specifications

Controller Timing

Every controller shall be kept in effective operation in strict accordance with its predetermined timing permit. A copy of the timing permit may be posted in the control cabinet and shall be available at the City of Grand Rapids Traffic Signals Division Office. Timing changes shall be made only by authorized persons when directed by a Supervisor, using written instructions or an approved timing permit.

Controller Maintenance

On-site maintenance and troubleshooting may be limited to the tasks described in the City of Grand Rapids Checklist for Traffic Signal Preventative Maintenance. Any malfunctioning controller shall be replaced, and, the malfunctioning unit may be sent to the manufacturer for repair. Adequate safety at the intersection shall be provided during troubleshooting.

MAINTENANCE RECORDS

Detailed maintenance records shall be kept for at least seven years. The City of Grand Rapids reserves the right to select an asset management system for records retention. Maintenance records shall be made available to the owning agency at request, or to the public if a Freedom of Information Act request is placed with the City of Grand Rapids Attorney's Office.

HANDLING OF TROUBLE CALLS

All trouble calls concerning traffic signal operations shall be investigated. If it is determined that immediate attention is required for public safety, then work shall be undertaken immediately. If it is determined that immediate attention is not required, then repairs may be undertaken as soon as work schedules permit, but, not later than the next working day. All after-hours trouble calls shall be handled in accordance with the City of Grand Rapids Standard Operating Procedures for Traffic Signal Emergency Callbacks. After-hours are defined as any time qualified personnel is not available during a normal workday shift, this includes evenings, weekends, and holidays.

Dark Signals

An investigation determining that a general power failure is the cause of a problem requires no further action. Placement of portable generators as a temporary power source will not be undertaken. Temporary STOP signs may be placed at the intersection at the discretion of a Supervisor, and, the controller power switched off so as to not cause a conflict or confusion after power is restored.

Response Time

The initial response time to investigate a reported traffic signal problem shall not exceed two hours. This initial investigation and verification can be performed by the police in emergency situations. Following verification, either an emergency repair or final repair – depending on the nature of the equipment problem – shall be performed as follows:

- Emergency repair temporarily restores safe operation within a 24-hour period. Emergency repair may require temporary STOP signs to be placed at the intersection until a final repair can be made during non-overtime hours. Overtime may be necessary when completing emergency repairs.
- Final repair to restore the equipment into conformance with the normal operation may be completed within 30 days, unless prohibited by weather conditions, road construction, or unavailability of equipment. Overtime shall be avoided whenever possible when completing final repairs.
- Routine maintenance described in the City of Grand Rapids Checklist for Traffic Signal Preventative Maintenance may be completed during regularly scheduled hours (non-overtime hours).


GENERAL INFORMATION

All materials used for maintenance or completion of new installations shall meet the City of Grand Rapids specifications, unless approval for alternates is obtained from an Engineer. Specifications are available from the City of Grand Rapids Traffic Signals Division. All traffic control devices, as required by the Michigan Manual of Uniform Traffic Control Devices, shall be utilized during any installation or maintenance activities. Adequate safety precautions at the intersection shall be provided during all maintenance activities.

City of Grand Rapids Checklist for Traffic Signal Preventative Maintenance		
Rev: April 30th, 2019	Recommended Interval	
Task	12 Month	48 Month
Cabinet		
Inspect cabinet access; remove vegetation as needed	X	
Inspect cabinet anchor bolts	X	
Inspect weatherproof seals	X	
Clean cabinet interior	X	
Lubricate hinges and locks	X	
Replace air filter	X	
Inspect for pest infestation; install control measures as needed	X	
Inspect for condensation; install duct sealant as needed	X	
Check operation of fan and heater	X	
Check voltage at main circuit breaker	X	
Inspect circuit breakers and fuses	X	
Inspect power filter and surge arrestor	X	
Inspect mercury relay/solid state relay	X	
Inspect flash transfer relays	X	
Inspect load switches	X	
Verify flasher operation and flash rate	X	
Verify door switch operation as needed	X	
Inspect receptacles and power strips	X	
Inspect for corrosion, loose wires, wire deterioration	X	
Controller and MMU		
Check controller clock; verify remote clock set, GPS clock operation, or manually set clock	X	
Check controller operation; verify time based coordination	X	
Replace malfunction management unit with manufacturer re-certified or new unit as needed	X	
Interconnected Equipment		
Verify communication to central system	X	
Check special equipment per manufacturer's recommendation as needed	X	
Preemption		
Verify railroad preemption inputs to the controller	X	
Verify preemption and priority inputs to the controller from phase selector	X	
Verify preemption and priority inputs to the phase selector from infrared optical detector or GPS radioc	X	
Check infrared alignment and clean optical detectors as needed	X	
Push Buttons		
Verify pedestrian inputs to the controller from push buttons, and visually verify pedestrian signal operation	X	
Check push button indicator light and audible response	X	
Inspect push button signs; replace damaged, defaced and faded signs	X	
Detectors		
Inspect roadway around wireless sensors and loops	X	
Check wireless and loop detector sensitivity; adjust as needed	X	
Check microwave and video detection zones; adjust as needed	X	
Verify all detector call inputs to controller	X	
Check camera alignment and clean cameras	X	
Signal Visibility		
Check signal, pedestrian signal and case sign alignment	X	
Check signal baffles and louvers; adjust as needed	X	
Check minimum sight distance for signal visibility from all approaches; remove vegetation as needed	X	
Clean and relamp signals, pedestrian signals and case signs as needed	X	
Signal Heads		
Inspect mechanical hardware, clevis pins, clamps for rust and wear		X
Inspect for water infiltration and UV deterioration		X
Inspect locking rings, wing nuts, hinges		X
Inspect shades, baffles, louvers, back plates		X
Inspect for corrosion, loose wires, wire deterioration and wear		X
Case Signs		
Inspect case sign inserts; replace damaged and faded inserts		X
Inspect for corrosion, loose wires, wire deterioration and wear		X
Poles, Mast Arms, Span Wire		
Inspect alignment of mast arms		X
Inspect steel poles, arms, joints and plates for damage, cracks, deterioration and rust		X
Inspect anchor bolts for rust and tightness		X
Inspect concrete pole bases for cracks and deterioration		X
Inspect wood poles for cracks and deterioration		X
Inspect span and tether wires, clamps and hardware		X
Inspect guys, anchors and guards		X
Verify vertical clearance at low spot of sag		X
Relamp fluorescent street name signs		X
Service Disconnects		
Inspect disconnect access; remove vegetation as needed		X
Inspect bonded ground wire at service disconnect		X
Inspect for rust, corrosion, loose wires, wire deterioration		X
Junction Boxes, Handholes and Manholes		
Inspect concrete for holes, cracks and deterioration		X
Inspect the ground rod, clamp connection, and conduits		X
Inspect for wire deterioration, splices		X
Inspect lids for fit, damage, cracks, deterioration and wear		X

 CITY OF GRAND RAPIDS Standard Operating Procedure	Document Number: SOP-GRT-TS-CB-001 Revision Number: 1.7 Effective Date: 7/22//2019 Page 1 of 4
	TITLE: Traffic Signals Emergency Call Backs
Copy Status: Official Copy	Control Copy #

OBJECTIVE This document describes the emergency call back procedure for the Traffic Signals Division	SCOPE Enterprise Services – Traffic Safety Department – Traffic Signals Division – After Hours Call Center
RESPONSIBILITY Call Center personnel are responsible for interpreting this SOP and dispatching Traffic Signals personnel as needed	DEFINITIONS 'Call Center' refers to the persons responsible for receiving after hours complaints, it may be ESD or 311 'Emergencies' are situations requiring an immediate call back 'Non-emergencies' are situations that can be attended to the next business day
REFERENCES Signals List	ATTACHMENTS N/A

 CITY OF GRAND RAPIDS Standard Operating Procedure	Document Number: SOP-GRT-TS-CB-001 Revision Number: 1.7 Effective Date: 7/22/2019 Page 2 of 4	
TITLE: Traffic Signals Emergency Call Backs		
Copy Status: Official Copy		Control Copy #

INSTRUCTIONS

1. CUSTOMER SERVICE

- 1.1 Obtain a description of the problem, including:
 - 1.1.1 Location, determine which intersection(s) are affected. If possible, determine which direction of travel is affected.
 - 1.1.2 Name and phone number of the caller.
- 1.2 Document the complaint and actions taken in the call back log.

2. SERVICE AREA

- 2.1 Determine if the location in question is maintained by Grand Rapids by referring to the [Signals List](#).
- 2.2 If the location is not maintained by Grand Rapids, notify the responsible party listed.

3. CALL BACKS

- 3.1 Dispatch the next volunteer on the Traffic Signals call out log using their home phone number. The first employee to respond is given the call back regardless of when they were called. All employees who were called before that employee should be marked "no answer" (NA).
- 3.2 If, after two full rotations, no one is contacted by home phone number, dispatch the next volunteer using their cellular number. The first employee to respond is given the call back regardless of when they were called. All employees who were called before that employee should be marked "no answer" (NA).
- 3.3 If no one has responded, notify one of the supervisors listed on the bottom of the call back log.
- 3.4 Once dispatched, Traffic Signals personnel shall arrive at the location in question within two hours.
- 3.5 After arriving at the location in question Traffic Signals personnel shall notify the Call Center what was found, what action was taken, and whether or not additional work will be needed the next business day.

4. DEFINITION OF EMERGENCIES


- 4.1 Any Emergency Miss Dig request for a member code ending in "**TRF**", examples:
 - KENTRF
 - KENT1TRF
 - GRANDCTRF
 - WALKERTRF
 - EGRRAPTRF
 - HUDSONTRF
- 4.2 Any red indication out.
- 4.3 Any left turn indication out.
- 4.4 A dark signal head.

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- 4.5 A signal in flash at a time other than normal off-peak flash operation.
- 4.6 An entire intersection is dark.
 - 4.6.1 If the cause is determined to be a Consumers Energy power outage Traffic Signals personnel shall notify **Consumers Energy at 530-4016 or 530-4482 (after hours)**.
 - 4.6.2 If the cause is determined to be a Street Lighting power outage the Call Center shall notify Street Lighting personnel.
- 4.7 A signal not cycling or stuck.
 - 4.7.1 If the cause is determined to be a malfunctioning railroad preemption circuit, Traffic Signals personnel shall notify the railroad and remain on site until railroad personnel arrive and railroad preemption is restored.
 - 4.7.1.1 If additional trouble calls arise during this time, dispatch the next volunteer on the Traffic Signals call out log.
 - 4.7.1.2 If, after 4 hours, railroad preemption has not been restored, notify one of the supervisors listed on the bottom of the call back log.
- 4.8 Any report of green indications in conflicting directions.
- 4.9 Any report of a signal head showing conflicting indications.
- 4.10 Any damaged traffic signal equipment including:
 - Signal head
 - Pedestrian signal head
 - Signal sign (case sign)
 - Signal cabinet
 - Signal pole
 - Pedestrian signal pole
 - Push button
 - Push button post
 - Downguy wire
- 4.11 A turned signal head or pedestrian signal head.
- 4.12 A turned signal sign (case sign).
- 4.13 A low hanging traffic signal head, signal sign (case sign) or signal wire.
- 4.14 Any request for assistance from the Fire or Police Department.
- 4.15 Any complaint where professional judgement dictates an immediate response.

5. DEFINITION OF NON-EMERGENCIES

- 5.1 A green or yellow indication out for a thru movement.
- 5.2 A pedestrian indication out.

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5.3 A dark signal sign (case sign).

5.4 A dark street name sign.

6. SUPERVISOR NOTIFICATION REQUIREMENTS

6.1 The Call Center shall notify one of the supervisors listed on the bottom of the call back log if:

- 6.1.1 A city employee is involved in a fatal crash or is cited for a moving violation arising in a crash that requires a vehicle being towed or an injury requiring medical attention away from the scene.
- 6.1.2 There is a request for stop signs at a signalized intersection.
- 6.1.3 The problem is not an emergency but the caller insists that the condition must be corrected before the next business day.
- 6.1.4 There is a fatal crash at a signalized intersection where a signal malfunction is suspected.
- 6.1.5 A signal is left in flash.
- 6.1.6 A signal is left with fewer than two red indications in any direction.
- 6.1.7 A signal is left with malfunctioning or disconnected railroad preemption.

Dan Czarnecki

From: Van Dyke, Matt <mvandyke@grand-rapids.mi.us>
Sent: Thursday, December 26, 2019 11:26 AM
To: Dan Czarnecki
Cc: Mike Burns
Subject: RE: Signals Maintenance Agreement
Attachments: Final GR Signal Maint Agreement 2019-11-26 - Lowell.pdf; GR Signal Maint Guidelines 2019-04-30.pdf; GR Signal Maint PM Checklist 2019-04-30.pdf; SOP Emergency Call Backs - Traffic Signals 1.7.pdf

Hello Dan.

Yes, all the traffic control devices we maintain through Lowell are owned by MDOT or Kent County Road Commission, whom we have similar agreements with. According to my records, the only share we bill Lowell for is 50% of the signal at M-21/Main St @ Valley Vista Dr, although, you may have other agreements in place with MDOT and Kent County Road Commission for cost-sharing other locations.

Attached are the Exhibit A documents for your information, along with a revised maintenance agreement showing "Public Works Director" instead of the "Assistant City Manager" per your request.

I do not anticipate smaller agencies like Lowell will be assessed for any reimbursement of computer hardware, software, or cellular data charges, because your signals are not connected to our Central System. If that does change in the future, for example MDOT decides to connect M-21 to our system, MDOT may pay your share, and if not, your share of the charges would be extremely small – I am guessing around a couple hundred dollars/year. I will reach out to you prior if that ever comes up.

Here are our current equipment, labor and fringe rates:

Item	Labor Rate	Fringe Rate 92.32%	Price
Line Foreperson	34.3575	1.9232	66.08
Journeyman Foreperson	34.3575	1.9232	66.08
Lineworker II	31.0065	1.9232	59.63
Journeyman Lineworker	31.0065	1.9232	59.63
Signal Tech II	35.6107	1.9232	68.49
Master Signal Technician	34.3575	1.9232	66.08
Signal Tech I	31.0065	1.9232	59.63
Journeyman Signal Technician	31.0065	1.9232	59.63
Traffic Systems Programmer	33.1360	1.9232	63.73
Utility Locator	28.0470	1.9232	53.94
4665 Van, Fullsize, Cargo, AWD			10.05
4675 Van, Fullsize, 4WD, Cargo, Raised Roof			10.05
4144 Pickup Truck, 2WD			10.05
4344 Pickup Truck, 4WD, w/Plow			12.97
4705 Dump Truck, 2WD, w/Pole Holders			28.45
6608 Aerial Truck, 38 ft, 2WD, DRW, w/Utility Body			44.84
6635 Aerial Truck, 38 ft, 4WD, DRW, w/Utility Body			18.79

6645 Aerial Truck, Bucket, 45 ft, w/Utility Body			51.29
6646 Aerial Truck, Bucket, 45 ft, w/Utility Body			49.05
6656 Aerial Truck, Bucket, 52 ft, w/Utility Body			65.58
5105 Aerial Truck, Platform, 35 ft, w/Utility Body			72.23
5115 Truck, w/Aerial Digger Derrick			116.75

Please let me know if you have any additional questions. After the maintenance agreement is signed, please mail the hard copy to:

Mobile GR
Attn: Matt Van Dyke
50 Ottawa Ave NW
Grand Rapids, MI 49503

Thank you,

Matt Van Dyke
Traffic Signals Supervisor
(616) 560-8851
mvandyke@grcity.us

APPOINTMENTS

	Expires
Airport Board	
Vacancy (Paul Nicholls – Currently Serving)	01/01/2020
Vacancy (Jeff Ostrander – Currently Serving)	01/01/2020
Vacancy (Tom Grimm – Currently Serving)	01/01/2020
Building Authority	
Vacancy (Charles Myers – Currently Serving)	01/01/2020
Downtown Development Authority	
Vacancy (Eric Wakeman – Currently Serving)	01/01/2020
Vacancy (Rita Reister – Currently Serving)	01/01/2020
Downtown Historic District Commission	
Vacancy (Ardis Barber – Currently Serving)	01/01/2020
Lowell Area Fire and Emergency Services Authority	
Vacancy (Dave Pasquale – Currently Serving)	01/01/2020
Parks and Recreation Commission	
Vacancy (Paula Mierendorf – Currently Serving)	01/01/2020