



CITY OF LOWELL CITY COUNCIL AGENDA OCTOBER 3, 2022

- 1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL
- 2. RECOGNITION OF OFFICER DAVE OESCH 20 YEARS OF SERVICE
- 3. CONSENT AGENDA
 - Approval of the Agenda.
 - Approve and place on file the minutes of the September 19, 2022 regular session meeting.
 - Authorize payment of invoices in the amount of \$435,157.39.
 - City Hall & Museum HVAC Agreements
- 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. 115 Riverside
 - b. Public Hearing 318 E. Main Big Boiler IFT Extension
 - c. 990 N. Washington
- 6. NEW BUSINESS
 - a. 855 N. Jefferson Request
- 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.



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

MEMORANDUM

TO:

Lowell City Council

FROM:

Michael Burns, City Manager

RE:

Council Agenda for Monday, October 3, 2022

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

2. RECOGNITION OF OFFICER DAVE OESCH - 20 YEARS OF SERVICE

3. CONSENT AGENDA

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5. OLD BUSINESS

- a. <u>115 Riverside</u>. Charlie West, General Manager from Lowell Light and Power will provide an update.
- b. <u>Public Hearing 318 E. Main Big Boiler IFT Extension.</u> City Manager Michael Burns provided a memo.

Recommended Motion: I have no objections to extending the remaining seven years of the abatement for Big Boiler Brewing, LLC.

c. 990 N. Washington. City Manager Michael Burns will provide an update.

Recommended Motion: No recommendation will be made.

6. NEW BUSINESS

a. 855 N. Jefferson Request. City Manager Michael Burns provided a memo.

Recommended Motion: I am seeking direction from the Lowell City Council to see if they would like to grant an exception to the ordinance in this circumstance.

- 7. BOARD/COMMISSION REPORTS
- 8. MANAGER'S REPORT
- 9. APPOINTMENTS
- 10. COUNCIL COMMENTS
- 11. ADJOURNMENT

PROCEEDINGS OF CITY COUNCIL OF THE CITY OF LOWELL MONDAY, SEPTEMBER 19, 2022, 7:00 P.M.

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

Mayor Pro Tem Chambers called the Meeting to order at 7:00 p.m. and City Clerk Sue Ullery called roll.

Present: Mayor Pro Tem Marty Chambers, Councilmembers Jim

Salzwedel, Leah Groves and Cliff Yankovich.

Absent: Mayor DeVore.

Present: City Clerk Sue Ullery, DPW Director Dan Czarnecki,

LL&P Charlie West and Chief of Police Chris Hurst.

2. EXCUSE OF ABSENCE.

IT WAS MOVED BY SALZWEDEL and seconded by GROVES to excuse the absence of Mayor DeVore.

YES: Mayor Pro Tem Chambers, Councilmember Yankovich, Leah Groves and Councilmember Salzwedel.

NO: None.

ABSENT: Mayor DeVore.

MOTION CARRIED.

3. APPROVAL OF THE CONSENT AGENDA.

- Approval of the Agenda.
- Approve and place on file the minutes of the September 6, 2022 regular meeting.
- Authorize payment of invoices for \$2,170,187.38.

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

YES: Mayor Pro Tem Chambers, Councilmember Yankovich, Leah Groves and Councilmember Salzwedel.

NO: None. ABSENT: Mayor DeVore.

MOTION CARRIED.

4. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

There were no comments.

OLD BUSINESS

a. Kent District Library Annual Community Report.

Nicole Lintemuth spoke as the Lowell representative for Lowell's KDL Library and thanked everyone for their support and shared her love for KDL and how much they do for the community.

Lance Werner, KDL Executive Director gave an annual report. Some highlights to note, KDL's electronic and remote circulation has been very popular. In 2022, KDL is in the top 60 libraries in the world on eBook circulation. KDL has Wi-Fi hotspots around the County. Also has partnered with Feeding America and has fed thousands of meals to area kids.

Sandy Graham, the regional manager for KDL went through the past years events and explained the KDL recovery from COVID and talked about the programs they now have available.

b. 115 Riverside

Mayor Pro Tem Chambers stated this item will be tabled.

6. **NEW BUSINESS**

Set Public Hearing for 1016 N Monroe Industrial Development District.

IT WAS MOVED BY GROVES and seconded by SALZWEDEL that the Lowell City Council approve Resolution 28-22 as presented.

YES: Councilmember Salzwedel, Councilmember Yankovich, Mayor Pro Tem Chambers, Councilmember Groves.

NO: None.

ABSENT: Mayor DeVore.

MOTION CARRIED.

b. IT Support Agreement Extension.

Charlie West spoke and read his memo regarding the IT support agreement extension.

IT WAS MOVED BY YANKOVICH and seconded by GROVES that the Lowell City Council approve the IT Support Agreement Extension not to exceed \$14,562.78.

YES: Mayor Pro Tem Chambers, Councilmember Yankovich, Leah Groves and Councilmember Salzwedel.

NO: None.

ABSENT: Mayor DeVore.

MOTION CARRIED.

BOARD/COMMISSION REPORTS.

Councilmember Salzwedel attended the LL & P meeting and discussed all the great things they are doing. Including they had removed a dangerous broken tree limb from the storm that took some skill and extra effort.

Councilmember Groves met with the Chamber and they are starting to plan Christmas.

Mayor Pro Tem Chambers had Planning Commission Meeting and they had a special land use review that was approved for Asphalt Seal Company.

8. BUDGET REPORT.
Nothing new to report.
9. MANAGER'S REPORT.
There was nothing to report.
10. APPOINTMENTS.
There are no new appointments.
11. COUNCIL COMMENTS.
Councilmember Salzwedel stated he attended Fallsburg Festival and it was great and super busy.
Councilmember Yankovich asked Craig Fonger about his time at Fallsburg who stated he handed out cookies.
Mayor Pro Tem Chambers stated he also attended Fallsburg Festival.
12. ADJOURNMENT.

IT WAS MOVED SALZWEDEL and seconded by GROVES to adjourn @ 7:24 p.m.

DATE:

Mike DeVore, Mayor

APPROVED:

Sue Ullery, Lowell City Clerk

CITY OF LOWELL KENT COUNTY, MICHIGAN

RESOLUTION NO. 28-22

RESOLUTION SETTING PUBLIC HEARING TO CONSIDER THE APPLICATION OF BIG BOILER BREWING LLC FOR RENEWAL OF AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

Councilmember <u>GROVES</u> by Councilmember <u>SALZWEDEL</u> moved the adoption of the following resolution:

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

WHEREAS, pursuant to Act 198 and after a duly noticed public hearing held on March 21, 2016, this City Council, by its resolution adopted March 21, 2016, established an Industrial Development District as legally described in said resolution (the "District"); and

WHEREAS, this City Council, by its resolution adopted October 2, 2017, granted an Industrial Facilities Exemption Certificate under the provisions of Act 198 to Big Boiler Brewing LLC (the "Applicant") for a five-year period with the possibility of a five-year renewal period; and

WHEREAS, the Applicant has filed an application for an Industrial Facilities Exemption Certificate under the provisions of Act 198 for the renewal period (the "Application"); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That a public hearing shall be held on Monday, October 3, 2022, at 7:00 p.m., local time, in the City Hall at 301 E. Main Street, Lowell, Michigan, to consider the Application, at which public hearing the Applicant, the City Assessor, a representative of each taxing unit which levies *ad*

valorem property taxes in the City, and residents or taxpayers of the City will be given and afforded an opportunity to be heard.

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

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

YEAS:

Councilmember Salzwedel, Yankovich, Chambers, Groves

NAYS:

Councilmember None

ABSTAIN:

Councilmember None

ABSENT:

Councilmember Mayor DeVore

RESOLUTION DECLARED ADOPTED.

Dated: September 19, 2022

City Clerk Ullur

Xusan Ullory

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell at a meeting held September 19, 2022, 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: September 19, 2022

-2-

DB: Lowell

09/30/2022 01:14 PM INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL

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EXP CHECK RUN DATES 09/16/2022 - 09/30/2022

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code Vendor Name Amount. Description Invoice ADDORIO TECHNOLOGIES, LLC 01513 RENEW DOMAIN FOR CITY & PASSWORD & ADOBE LICENSE 124.26 9438 36.02 ADOBE LICENSE - DPW 9440 63.75 JEFF PHILIPS EMAIL ISSUE & SUE U. DYMO LABEL PRINT 9468 ACCESS 2016 RALPH'S COMPUTER 42.50 9469 EMAIL SETUP & TASER SYNC APP TROUBLE SHOOTING 85.00 9470 351.53 TOTAL FOR: ADDORIO TECHNOLOGIES, LLC ALEXANDER CHEMICAL CORP 00015 2,005.72 58905 HYDRO FL. - CHLORINE WTP 24.00 CHLORIE 59654 2,029.72 TOTAL FOR: ALEXANDER CHEMICAL CORP AMAZON CAPITAL SERVICES 10816 174F-WC6G-9TLF EQUIPMENT SOCKET- WINDER - HAMMER WEDGE 51.94 289.65 1VC1-XR4P-FWQ9 TRAFFIC PAINT 341.59 TOTAL FOR: AMAZON CAPITAL SERVICES APPLIED CAPITAL 182.00 32469171 CANNON COPIER 182.00 TOTAL FOR: APPLIED CAPITAL APPLIED INNOVATION 10985 237.38 2039879 CITY COPIER 32288189 SERVICE CONTRACT COPIER 519.70 757.08 TOTAL FOR: APPLIED INNOVATION AT&T MOBILITY 10818 958.03 SEPT 2022 FIRSTNET PHONE BILL 958.03 TOTAL FOR: AT&T MOBILITY BARTLETT, SANDY 00045 780.43 09/30/22 OCTOBER METER READS 780.43 TOTAL FOR: BARTLETT, SANDY BURNS, MICHAEL 10633 51.00 9/19/22 LUNCH AND DINNER RECEIPTS 51.00 TOTAL FOR: BURNS, MICHAEL CITY OF LOWELL 00344 09/27/22 REFUND ESCROW 115 RIVERSIDE 987.80 987.80 TOTAL FOR: CITY OF LOWELL CONSUMERS ENERGY 10509 271.41 8/19/22 - 9/19/2 SEPT ENGERY BILL 271.41 TOTAL FOR: CONSUMERS ENERGY REFUND UB FORWARD, TIMOTHY J. 65.50 09/30/2022 UB refund for account: 3-02200-2 65.50 TOTAL FOR: FORWARD, TIMOTHY J.

DB: Lowell

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EXP CHECK RUN DATES 09/16/2022 - 09/30/2022

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code Vendor Name

Invoice	Description	Amount
00711 GERARI 09/25/20	D, LORI D22 MERS CONFERENCE & MILEAGE	229.51
TOTAL FOR: GERARD, LO	DRI	229.51
KR000002	NVIRONMENTAL 26080 TRASH & RECYCLE 9/01 -9/30/22 8585 TRASH LAKESIDE PARK 9/01-9/30/22	458.14 95.41
TOTAL FOR: GFL ENVIRO	ONMENTAL	553.55
00215 GODWIN 44064	N ADA VILLAGE HARDWARE WEEDEATER #62	199.24
TOTAL FOR: GODWIN ADA	A VILLAGE HARDWARE	199.24
00225 GRAND 09/29/22	RAPIDS COMMUNITY COLLEGE TAXES 9/1 -9/15/22	8,335.43
TOTAL FOR: GRAND RAPI	IDS COMMUNITY COLLEGE	8,335.43
	NONT WESTERN LIME INC. RI HIGH CALCIUM QUICKLIME	8,654.26
TOTAL FOR: GRAYMONT W	WESTERN LIME INC.	8,654.26
01285 GREAT 9399	LAKES PAVING VALLEY GUTTER - JAMES ST	1,225.00
TOTAL FOR: GREAT LAKE	ES PAVING	1,225.00
	ENTERPRISE LLC SIDEWALKS & CREEKSIDE PARK	5,300.00
TOTAL FOR: GRIM ENTER	RPRISE LLC	5,300.00
00234 HACH 0	COMPANY 8 CONDUCTIVITY W/ CABLE	646.75
TOTAL FOR: HACH COMPA	ANY	646.75
10740 HUNTII 09/19/20	NGTON NATIONAL BANK 022 CAPITAL IMPRO BONDS 2016	157,312.50
TOTAL FOR: HUNTINGTON	N NATIONAL BANK	157,312.50
10973 INBOD 8/19/202	OY TREE SERVICE 22 712 LINCOLN LAKE TREES	3,650.00
TOTAL FOR: INBODY TRE	EE SERVICE	3,650.00
10824 KALEI 2320	DOSCOPE LASER BLACK ENGRAVES GOLD PLATES/ LOWELL POLICE	
TOTAL FOR: KALEIDOSCO	OPE LASER	27.83
00298 KENT 0	COUNTY TREASURER 2 POLICE DISPATCH 7/1/22- 12/31/22	19,695.91
TOTAL FOR: KENT COUNT	TY TREASURER	19,695.91

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Vendor Code Vendor Name

	Invoice	Description	Amount
00300	KENT COUNTY 5 09/29/22 9/1-9/15/22 K-5555R	TREASURER TRAILER FEES TAXES 9/1-9/15/22 MI TAX 20/21 TRIBUNAL / STATE COMM ORDERS	307.50 46,935.88 9.85
TOTAL FOR:	KENT COUNTY TREAS	URER	47,253.23
00302	KENT INTERMEI 09/29/22	DIATE SCHOOL DIST. TAXES 9/1 -9/15/22	27,105.76
TOTAL FOR:	KENT INTERMEDIATE	SCHOOL DIST.	27,105.76
02209		IABLE, INC. PORTABLE RESTROOMS DDA REC. PARK - SOFTBALL FIELD RESTROOM RENTAL	500.00 170.00
TOTAL FOR:	KERKSTRA PORTABLE	, INC.	670.00
01374		HISTORICAL MUSEUM TAXES 9/1-9/15/22	1,124.45
TOTAL FOR:	LOWELL AREA HISTO	RICAL MUSEUM	1,124.45
02569	LOWELL AREA I	PUBLIC TAXES 9/1 -9/15/22	52,529.91
TOTAL FOR:	LOWELL AREA PUBLI	С	52,529.91
00341		& POWER IPC INVOICES 22 ELECTRIC BILL	2,463.53 21,631.34
TOTAL FOR:	LOWELL LIGHT & PO	WER	24,094.87
01078	MAMC 819	AMY BROWN REG FORM	900.00
TOTAL FOR:	MAMC		900.00
10648	MICHIGAN ECON 15478	NOMIC DEV ASSOC 2022 MEMBERSHIP	315.00
TOTAL FOR:	MICHIGAN ECONOMIC	DEV ASSOC	315.00
02334		EMENT MARKINGS LLC PAVEMENT MARKINGS 9/16/22	3,055.85
TOTAL FOR:	MICHIGAN PAVEMENT	MARKINGS LLC	3,055.85
10356	NELSON, ERIC 09/23/22	AIRPORT DIESEL	87.71
TOTAL FOR:	NELSON, ERIC		87.71
00052	O.E. BIERI & 22075	SONS, INC. SCREENED TOP SOIL	140.00
TOTAL FOR:	O.E. BIERI & SONS	, INC.	140.00
00499	PETTY CASH 09/29/22	PRETTY CASH	85.36
TOTAL FOR:	PETTY CASH		85.36

TOTAL FOR: VEOLIA

DB: Lowell

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45,608.52

BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Vendor Code Vendor Name

Amount Invoice Description POINT BROADBAND 10898 319.99 20220916-1 SEPT INTERNET 319.99 TOTAL FOR: POINT BROADBAND 00506 POSTMASTER 09/28/2022 W/S BILL POSTAGE 506.25 506.25 TOTAL FOR: POSTMASTER 10972 PURCHASE POWER 101.29 09/11/2022 POSTAGE METER 101.29 TOTAL FOR: PURCHASE POWER RUESINK, KATHIE 10378 047777 LIBRARY & CITY HALL & POLICE 9/19-9/29/22 600.00 840.00 SEPTEMBER 2 - 9/18 CLEANING 09/18/2022 1,440.00 TOTAL FOR: RUESINK, KATHIE SITEONE LANDSCAPE SUPPLY LLC 117.83 123595740-001 117.83 TOTAL FOR: SITEONE LANDSCAPE SUPPLY LLC SKYLINE ELECTRIC, INC 10662 1782 REPAIR 1000 WATT FIXTURE 3,325.00 PROJECT COL-6002- REPLACED BREAKER 360.00 1783 3,685.00 TOTAL FOR: SKYLINE ELECTRIC, INC SMART BUSINESS SOURCE 10849 180.69 OE-55358-1 SUPPLIES - BATH TISSUE 47.73 OE-55495-1 DESK CALENDAR SUPPLIES OFFICE SUPPLIES 64.52 OE-55915-1 292.94 TOTAL FOR: SMART BUSINESS SOURCE STATE OF MICHIGAN 10983 9/19/2022 REFUND WATER BILL FOR LOWELL TWP 178.60 178.60 TOTAL FOR: STATE OF MICHIGAN 10069 TRUGREEN 125.87 165393701 LAWN SERVICE LOWELL WATER TREATMENT 125.87 TOTAL FOR: TRUGREEN UNEMPLOYMENT INS. AGENCY 02318 L0127885125 UNEMPLOYMENT 2020 250.00 250.00 TOTAL FOR: UNEMPLOYMENT INS. AGENCY USALCO 02359 20244439 LIQUID ALUM. SULFATE 8,397.04 8,397.04 TOTAL FOR: USALCO 10969 VEOLIA WWTP AUGUST SURCHARGE 1,517.64 20220292 202246571 44,090.88 WWTP SEPT

TOTAL - ALL VENDORS

DB: Lowell

09/30/2022 01:14 PM INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 09/16/2022 - 09/30/2022

BOTH JOURNALIZED AND UNJOURNALIZED

Vendor Code Vendor Name

BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Amount Description Invoice

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606.85

125.00

435,157.39

WEST MICHIGAN AUTO XCHANGE LLC 10984 09/27/22 WEST MICHIGAN LLC ESCROW REFUND

639.00 639.00

TOTAL FOR: WEST MICHIGAN AUTO XCHANGE LLC

WILLIAMS & WORKS INC. 00692 2,795.00 94888 PLANNING

94902 PLANNING

3,401.85 TOTAL FOR: WILLIAMS & WORKS INC.

WMME 09/30/22 WEST MICHIGAN MUNICIPAL EXEC. MEMBERSHIP 22/23

125.00 TOTAL FOR: WMME

09/30/2022 01:15 PM

User: JVELTKAMP

DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 09/16/2022 - 09/30/2022

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BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

		BOTH OPEN AND PA	ID		
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERA	L FUND				
Dept 000	DUE FROM FIRE AUTHORITY	POINT BROADBAND	SEPT INTERNET	29.49	77690
	DUE FROM LIGHT & POWER	POINT BROADBAND	SEPT INTERNET	60.46	77690
	DUE TO COUNTY-TRAILER FEE		TRAILER FEES	61.50	77675
		KENT COUNTY TREASURER	TRAILER FEES	246.00	77675
101 000 223.000				397.45	
Dept 101 COUNCI	L	Total For Dept 000		337.43	
±	MISCELLANEOUS EXPENSE	AT&T MOBILITY	FIRSTNET PHONE BILL	36.24	77659
5 1 170 MANAGE		Total For Dept 101 COUNCI		36.24	
Dept 172 MANAGE 101-172-850.000		AT&T MOBILITY	FIRSTNET PHONE BILL	45.19	77659
101-172-864.000	CONFERENCES & CONVENTIONS	BURNS, MICHAEL	LUNCH AND DINNER RECEIPTS	51.00	77661
101-172-955.000	MISCELLANEOUS EXPENSE	MICHIGAN ECONOMIC DEV ASS	2022 MEMBERSHIP	315.00	77685
101-172-955.000	MISCELLANEOUS EXPENSE	WMME	WEST MICHIGAN MUNICIPAL E	125.00	77702
101 112 3001000		Total For Dept 172 MANAGE		536.19	
Dept 215 CLERK		Total for bopt 1,2 minute			
101-215-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE BILL	45.19	77659
101-215-864.000	CONFERENCES & CONVENTIONS	MAMC	AMY BROWN REG FORM	450.00	77684
101-215-864.000	CONFERENCES & CONVENTIONS	MAMC	AMY BROWN REG FORM	450.00	77684
		Total For Dept 215 CLERK		945.19	
Dept 253 TREASU	RER TRAVEL EXPENSES	GERARD, LORI	MERS CONFERENCE & MILEAGE	19.76	77665
			MERS CONFERENCE & MILEAGE	209.75	77665
	CONFERENCES & CONVENTIONS MISCELLANEOUS EXPENSE	KENT COUNTY TREASURER	MI TAX 20/21 TRIBUNAL / S	9.85	77677
101-253-955.000	MISCELLANEOUS EAFENSE	Total For Dept 253 TREASU		239.36	
Dept 265 CITY H	IALL	Total for Dept 200 Indiao			
101-265-727.000	OFFICE SUPPLIES	SMART BUSINESS SOURCE	OFFICE SUPPLIES	64.52	77695
101-265-727.000	OFFICE SUPPLIES	SMART BUSINESS SOURCE	DESK CALENDAR SUPPLIES	47.73	77695
101-265-730.000	POSTAGE	PURCHASE POWER	POSTAGE METER	101.29	77691
101-265-740.000	OPERATING SUPPLIES	PETTY CASH	PRETTY CASH	49.42	77689
101-265-740.000	OPERATING SUPPLIES	SMART BUSINESS SOURCE	SUPPLIES - BATH TISSUE	180.69	77695
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	SEPTEMBER 2 - 9/18 CLEANI	420.00	77649
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	LIBRARY & CITY HALL & POL	300.00	77692
101-265-850.000		LOWELL LIGHT & POWER	IPC INVOICES	612.87	77683
101-265-850.000	COMMUNICATIONS	POINT BROADBAND	SEPT INTERNET	44.99	77690
	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC BILL	2,701.96	77682
		Total For Dept 265 CITY H		4,523.47	
Dept 276 CEMETE			TD3 0	102.50	77666
101-276-802.000		GFL ENVIRONMENTAL	TRASH & RECYCLE 9/01 -9/3 ELECTRIC BILL	57.44	77682
101-276-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER		159.94	77002
Dept 294 UNALLO	CATED MISCELLANEOUS	Total For Dept 276 CEMETE		139.94	
101-294-955.000	UNALLOCATED MISCELLANEOUS	UNEMPLOYMENT INS. AGENCY	UNEMPLOYMENT 2020	250.00	77697
		Total For Dept 294 UNALLO		250.00	
Dept 301 POLICE 101-301-803.000	DEPARTMENT DISPATCHING SERVICES	KENT COUNTY TREASURER	POLICE DISPATCH 7/1/22- 1	19,695.91	77674
101-301-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE BILL	503.53	77659
101-301-850.000		LOWELL LIGHT & POWER	IPC INVOICES	370.84	77683
101-301-850.000		POINT BROADBAND	SEPT INTERNET	44.98	77690
	MISCELLANEOUS EXPENSE	KALEIDOSCOPE LASER	BLACK ENGRAVES GOLD PLATE	27.83	77673
101 301-909.000	III CODDINIO CO LAL DIVOL	Total For Dept 301 POLICE		20,643.09	
Dept 400 PLANNI	NC & ZONTNO	toral tot pahe 301 sopter		20,010.09	
	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING	1,790.75	77701
	PROFESSIONAL SERVICES	CITY OF LOWELL	REFUND ESCROW 115 RIVERSI	987.80	77662
,,					

09/30/2022 01:15 PM User: JVELTKAMP

DB: Lowell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 09/16/2022 - 09/30/2022

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BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Vendor

		BOTH OPEN AND PA	ID		
GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Eural 101 CENEDA	I DITIND				
Fund 101 GENERAL Dept 400 PLANNI	NG & ZONING				77700
	PROFESSIONAL SERVICES	WEST MICHIGAN AUTO XCHANG		639.00	77700 77701
	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING PLANNING	620.25 384.00	77701
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	PLANNING		77701
		Total For Dept 400 PLANNI		4,421.80	
Dept 441 DEPART	MENT OF PUBLIC WORKS	GFL ENVIRONMENTAL	TRASH & RECYCLE 9/01 -9/3	296.00	77666
101-441-802.000		GFL ENVIRONMENTAL	TRASH LAKESIDE PARK 9/01-	95.41	77666
101-441-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE BILL	88.46	77659
101-441-850.000	COMMUNICATIONS	LOWELL LIGHT & POWER	IPC INVOICES	247.23	77683
101-441-850.000	COMMUNICATIONS	POINT BROADBAND	SEPT INTERNET	29.49	77690
101-441-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC BILL	475.30	77682
101-441-926.000	STREET LIGHTING	LOWELL LIGHT & POWER	ELECTRIC BILL	1,030.35	77682
		Total For Dept 441 DEPART		2,262.24	
Dept 747 CHAMBE	R/RIVERWALK CHAMBER UTILITIES	LOWELL LIGHT & POWER	ELECTRIC BILL	283.42	77682
101-747-920.000	CHAMBER UIIDIIIES		BB61R16 B1BB		
D 751 DADYC		Total For Dept 747 CHAMBE		283.42	
Dept 751 PARKS 101-751-740.000	OPERATING SUPPLIES	SITEONE LANDSCAPE SUPPLY		117.83	77693
101-751-802.000	CONTRACTUAL	KERKSTRA PORTABLE, INC.	REC. PARK - SOFTBALL FIEL	170.00	77679
101-751-802.000	CONTRACTUAL	WILLIAMS & WORKS INC.	PLANNING	606.85	77701
101-751-850.000	COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE BILL	38.24	77659
	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC BILL	887.72	77682
	REPAIR & MAINTENANCE	SKYLINE ELECTRIC, INC	PROJECT COL-6002- REPLACE	360.00	77694 77694
	REPAIR & MAINTENANCE	SKYLINE ELECTRIC, INC	REPAIR 1000 WATT FIXTURE SIDEWALKS & CREEKSIDE PAR	3,325.00 4,500.00	77650
101-751-975.000	BUILDING IMPROVEMENTS	GRIM ENTERPRISE LLC	SIDEWALKS & CREEKSIDE FAR		77030
		Total For Dept 751 PARKS		10,005.64	
Dept 790 LIBRAR 101-790-802.000		RUESINK, KATHIE	SEPTEMBER 2 - 9/18 CLEANI	420.00	77649
101-790-802.000	CONTRACTUAL	GFL ENVIRONMENTAL	TRASH & RECYCLE 9/01 -9/3	59.64	77666
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	LIBRARY & CITY HALL & POL	300.00	77692
101-790-920.000	PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC BILL	1,305.39	77682
		Total For Dept 790 LIBRAR		2,085.03	
Dept 804 MUSEUM				340.50	77682
		LOWELL LIGHT & POWER		1,124.45	77680
101-804-955.000	PROPERTY TAX DISTRIBUTION	LOWELL AREA HISTORICAL MO	TAXES 9/1-9/13/22	1,124.43	77000
		Total For Dept 804 MUSEUM		1,464.95	
		Total For Fund 101 GENERA		48,254.01	
Fund 202 MAJOR					
Dept 474 TRAFFI 202-474-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	TRAFFIC PAINT	289.65	77656
202-474-802.000	CONTRACTUAL	MICHIGAN PAVEMENT MARKING	PAVEMENT MARKINGS 9/16/22	1,527.93	77686
		Total For Dept 474 TRAFFI	ii ii	1,817.58	
		Total For Fund 202 MAJOR		1,817.58	
Fund 203 LOCAL	STREET FUND	Total For Fund 202 MAOON		1,01,100	
Dept 463 MAINTE	NANCE	O.E. BIERI & SONS, INC.	SCDEFNED TOD SOIL	140,00	77688
203-463-740.000	OPERATING SUPPLIES	INBODY TREE SERVICE	712 LINCOLN LAKE TREES	3,650.00	77651
203-463-802.000		GREAT LAKES PAVING		1,225.00	77670
_00 ,00 002,000		Total For Dept 463 MAINTE		5,015.00	
Dept 474 TRAFFI	C	-			
	SALARIES-PERMANENT		SIDEWALKS & CREEKSIDE PAR	800.00	77650
203-474-802.000	CONTRACTUAL	MICHIGAN PAVEMENT MARKING	PAVEMENT MARKINGS 9/16/22	1,527.92	77686
		Total For Dept 474 TRAFFI		2,327.92	

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	ODEN	7/ 7/17	PAID	
	CELIN	AINII	FAID	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 203 LOC	AL STREET FUND				
		Total For Fund 203	LOCAL	7,342.92	
Fund 248 DOW Dept 463 MAI	NTOWN DEVELOPMENT AUTHORITY NTENANCE				
248-463-740.0	000 OPERATING SUPPLIES	PETTY CASH	PRETTY CASH	35.94	77689

Fund 203 LOCAL STREET FUND				
	Total For Fund 203 LOCAL		7,342.92	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY				
Dept 463 MAINTENANCE	DEMMY CACIL	PRETTY CASH	35,94	77689
48-463-740.000 OPERATING SUPPLIES	PETTY CASH	PORTABLE RESTROOMS DDA	500.00	77679
48-463-880.000 COMMUNITY PROMOTION	KERKSTRA PORTABLE, INC. LOWELL LIGHT & POWER	ELECTRIC BILL	493.57	77682
48-463-920.000 PUBLIC UTILITIES	DOMETT TIGHT & BOMEK	EDECINIC DIDE		
	Total For Dept 463 MAINTE		1,029.51	
	Total For Fund 248 DOWNTO		1,029.51	
und 581 AIRPORT FUND Dept 000				
81-000-740.000 OPERATING SUPPLIES	NELSON, ERIC	AIRPORT DIESEL	87.71	77687
81-000-920.000 PUBLIC UTILITIES	CONSUMERS ENERGY	SEPT ENGERY BILL	180.79	77663
81-000-920.000 PUBLIC UTILITIES	CONSUMERS ENERGY	SEPT ENGERY BILL	26.39	77663
81-000-920.000 PUBLIC UTILITIES	CONSUMERS ENERGY	SEPT ENGERY BILL	29.97	77663
81-000-920.000 PUBLIC UTILITIES	CONSUMERS ENERGY	SEPT ENGERY BILL	34.26	77663
81-000-955.000 MISCELLANEOUS EXPENSE	POINT BROADBAND	SEPT INTERNET	51.60	77690
	Total For Dept 000		410.72	
	Total For Fund 581 AIRPOR		410.72	
und 590 WASTEWATER FUND				
ept 000	LOWELL LIGHT & POWER	ELECTRIC BILL	6,607.22	7768
90-000-043.000 DUE FROM EARTH TECH	LOWELL LIGHT & POWER	IPC INVOICES	154.52	7768
90-000-043.000 DUE FROM EARTH TECH		SEPT INTERNET	29,49	7769
90-000-043.000 DUE FROM EARTH TECH 90-000-276.000 Sewer Inside 5/8"	POINT BROADBAND FORWARD, TIMOTHY J.	UB refund for account: 3-	33.12	7766
555 2,5,555 Senot Indiae 575	Total For Dept 000		6,824.35	
ept 550 TREATMENT			·	
90-550-802.000 CONTRACTUAL	VEOLIA	WWTP AUGUST SURCHARGE	1,517.64	7769
90-550-802.000 CONTRACTUAL	VEOLIA	WWTP SEPT	44,090.88	7769
	Total For Dept 550 TREATM		45,608.52	
ept 551 COLLECTION	AT&T MOBILITY	FIRSTNET PHONE BILL	81.47	7765
90-551-850.000 COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE BILL	81.47	7765
90-551-850.000 COMMUNICATIONS				,,00
	Total For Dept 551 COLLEC		162.94	
ept 552 CUSTOMER ACCOUNTS 90-552-703.000 SALARIES-METER READS	BARTLETT, SANDY	OCTOBER METER READS	353.65	7766
90-552-730.000 POSTAGE	POSTMASTER	W/S BILL POSTAGE	253.12	7765
90-552-860.000 TRAVEL EXPENSES	BARTLETT, SANDY	OCTOBER METER READS	36.56	7766
JO JOE JOO. JOO THEIR ENTEROOPS			643.33	
ept 553 ADMINISTRATION	Total For Dept 552 CUSTOM		V=3+33	
ept 553 ADMINISTRATION 90-553-991.000 PRINCIPAL-BONDS	HUNTINGTON NATIONAL BANK	CAPITAL IMPRO BONDS 2016	70,000.00	7767
90-553-995.000 INTEREST-BONDS	HUNTINGTON NATIONAL BANK	CAPITAL IMPRO BONDS 2016	40,118.75	7767
	Total For Dept 553 ADMINI		110,118.75	
	Total For Fund 590 WASTEW		163,357.89	
und 591 WATER FUND				
ept 000	STATE OF MICHIGAN	REFUND WATER BILL FOR LOW	178.60	7765
91-000-276.000 RECEIPTS REFUNDABLE 91-000-276.000 Water Inside 5/8"	FORWARD, TIMOTHY J:	UB refund for account: 3-	32.38	7766
51-000-270.000 water Instue 3/0			210.98	
est 570 EDEATMENT	Total For Dept 000		210.90	
ept 570 TREATMENT 91-570-740.000 OPERATING SUPPLIES	HACH COMPANY	CONDUCTIVITY W/ CABLE	646.75	7767
91-570-743.000 CHEMICALS	ALEXANDER CHEMICAL CORP	CHLORIE	24.00	7765
51 570 715.000 OHBITOHE		HYDRO FL CHLORINE WTP	2,005.72	7765
91-570-743.000 CHEMICALS	ALEXANDER CHEMICAL CORP	HIDRO ED. OHDOREERO WILL		
	ALEXANDER CHEMICAL CORP GRAYMONT WESTERN LIME INC		8,654.26	7766

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 09/16/2022 - 09/30/2022

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BOTH JOURNALIZED AND UNJOURNALIZED

DB: Lowell	BOTH JOURNALIZED AND UNJ	OURNALIZED		
GL Number Invoice Line Desc	BOTH OPEN AND PA	AID Invoice Description	Amount	Check #
Fund 591 WATER FUND				
Dept 570 TREATMENT 591-570-802.000 CONTRACTUAL	TRUGREEN	LAWN SERVICE LOWELL WATER	125.87	77696
591-570-850.000 COMMUNICATIONS	AT&T MOBILITY	FIRSTNET PHONE BILL	38.24	77659
591-570-850.000 COMMUNICATIONS	LOWELL LIGHT & POWER	IPC INVOICES	61.82	77683
591-570-850.000 COMMUNICATIONS	POINT BROADBAND	SEPT INTERNET	29.49	77690
591-570-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC BILL	2,126.94	77682
591-570-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC BILL	5,149.99	77682
	Total For Dept 570 TREATM	I	27,260.12	
Dept 572 CUSTOMER ACCOUNTS 591-572-703.000 SALARIES-METER READS	BARTLETT, SANDY	OCTOBER METER READS	353.65	77660
591-572-703.000 POSTAGE	POSTMASTER	W/S BILL POSTAGE	253.13	77653
591-572-860.000 TRAVEL EXPENSES	BARTLETT, SANDY	OCTOBER METER READS	36.57	77660
351 372 000,000 Halves Emzenoze			643.35	
Dept 573 ADMINISTRATION	Total For Dept 572 CUSTOM			
591-573-991.000 PRINCIPAL-BONDS		CAPITAL IMPRO BONDS 2016	30,000.00	77672
591-573-995.000 INTEREST-BONDS	HUNTINGTON NATIONAL BANK	CAPITAL IMPRO BONDS 2016	17,193.75	77672
	Total For Dept 573 ADMINI		47,193.75	
	Total For Fund 591 WATER		75,308.20	
Fund 597 ELECTRIC CHARGING STATION FUND Dept 463 MAINTENANCE				
597-463-920.000 PUBLIC UTILITIES	LOWELL LIGHT & POWER	ELECTRIC BILL	171.54	77682
	Total For Dept 463 MAINTE		171.54	
	Total For Fund 597 ELECT		171.54	
Fund 636 DATA PROCESSING FUND Dept 000				
636-000-801.000 PROFESSIONAL SERVICES		RENEW DOMAIN FOR CITY & P	124.26	77654
636-000-801.000 PROFESSIONAL SERVICES		EMAIL SETUP & TASER SYNC	85.00	77654
636-000-801.000 PROFESSIONAL SERVICES		JEFF PHILIPS EMAIL ISSUE	63.75	77654
636-000-801.000 PROFESSIONAL SERVICES		C ACCESS 2016 RALPH'S COMPU	42.50	77654
636-000-801.000 PROFESSIONAL SERVICES	LOWELL LIGHT & POWER	IPC INVOICES	1,016.25	77683 77654
636-000-802.000 CONTRACTUAL	ADDORIO TECHNOLOGIES, LLC		36.02	77654
636-000-802.000 CONTRACTUAL	APPLIED CAPITAL		182.00 237.38	77658
636-000-802.000 CONTRACTUAL	APPLIED INNOVATION	CITY COPIER	519.70	77658
636-000-802.000 CONTRACTUAL	APPLIED INNOVATION	SERVICE CONTRACT COPIER		77050
4	Total For Dept 000		2,306.86	
	Total For Fund 636 DATA		2,306.86	
Fund 661 EQUIPMENT FUND Dept 895 FLEET MAINT. & REPLACEMENT				
661-895-930.000 REPAIR & MAINTENANCE	AMAZON CAPITAL SERVICES		51.94	77656
661-895-930.000 REPAIR & MAINTENANCE	GODWIN ADA VILLAGE HARDWA	A WEEDEATER #62	199.24	77667
	Total For Dept 895 FLEET		251.18	
	Total For Fund 661 EQUIPM	Μ	251.18	
Fund 703 CURRENT TAX COLLECTION FUND Dept 000				
703-000-222.000 DUE TO COUNTY-CURRENT TA	X KENT COUNTY TREASURER	TAXES 9/1-9/15/22	17,065.59	77676
703-000-225.000 DUE TO SCHOOLS	LOWELL AREA PUBLIC	TAXES 9/1 -9/15/22	52,529.91	77681
703-000-228.009 DUE TO STATE-S.E.T.	KENT COUNTY TREASURER	TAXES 9/1-9/15/22	29,870.29	77676
703-000-234.000 DUE TO INTERMED SCH DIST	R KENT INTERMEDIATE SCHOOL	TAXES 9/1 -9/15/22	27,105.76	77678
703-000-235.000 DUE TO COMMUNITY COLLEGE	GRAND RAPIDS COMMUNITY CO	O TAXES 9/1 -9/15/22	8,335.43	77668
	Total For Dept 000		134,906.98	
	Total For Fund 703 CURRE	N	134,906.98	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL EXP CHECK RUN DATES 09/16/2022 - 09/30/2022

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

GL Number Invoice Line Desc Vendor Invoice Description

Amount Check #

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Fund Totals:

Fund Fund Fund Fund Fund Fund Fund Fund	202 203 248 581 590 591 597 636 661	LOCAL STREET FUN DOWNTOWN DEVELOP AIRPORT FUND WASTEWATER FUND WATER FUND ELECTRIC CHARGI DATA PROCESSING EQUIPMENT FUND	48,254.01 1,817.58 7,342.92 1,029.51 410.72 163,357.89 75,308.20 171.54 2,306.86 251.18
		EQUIPMENT FUND CURRENT TAX COLL	251.18 134,906.98

435,157.39

LOWELL CITY COUNCIL





DATE: September 29, 2022

TO: Mayor DeVore and Lowell City Council

FROM: Michael T. Burns, City Manager

MB

RE: City Hall & Museum HVAC Agreements

The city for several years has had preventative maintenance agreements with Progressive Heating and Cooling to provide routine service, inspection and cleaning of heating and cooling equipment for many of our facilities. Attached are agreements for the Museum and City Hall which must be considered for renewal.

The annual cost for these services is the following:

- City Hall \$1,778
- Museum \$780

The cost does not include repairs to the system. Progressive has been providing routine repair services to the city since 2016. I should note this is the first increase in six years. There is about an increase of \$100 for City Hall and \$60 for the museum. Payments are made quarterly and this has been budgeted for.

I recommend that the Lowell City Council approve the Preventative Maintenance Agreements with Progressive Heating, Cooling & Refrigeration, Inc. as presented.



1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: September 20, 2022

To: City of Lowell Attn: Mr. Mike Burns

RE: Preventative Maintenance Agreement Estimate

We are pleased to offer you a quotation on your quarterly preventive maintenance agreement. The service includes the following:

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling control
- Clean and adjust burners on heating equipment if needed in the winter

The above activities are intended to extend equipment life and assure proper operating condition and efficiency.

The agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the customer. These services will be charged for at the Preventive Maintenance Customers reduced service rate.

Thank you for the opportunity to quote your preventive maintenance. If you have any questions, feel free to call our office.

Sincerely,

Paul Flanagan



1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

1375 East Main St. • Lowell, MI 49	9331 • (616) 897-1559 • Fax (616) 697-2775
Date: September 20, 2022	Proposal Number: 100922
By and Between:	
Progressive Heating Cooling & Refrigeration, Inc. (Contractor)	AND City of Lowell (Customer)
Contractor will provide services as described on P on schedule A at Historical Museum 325 West Ma	Preventive Maintenance Agreement Estimate for the equipment listed ain St. location.
Coverage will commence on signed fully executed quarterly after maintenance has been performed	d contract as dated. Total agreement price is \$780.00, payable \$195.00 beginning on the fully executed date.
This agreement, when accepted in writing below a entire agreement between Contractor and Custor	and approved by the Contractor representative shall constitute the mer and supersede any previous agreements.
Agreement only after accepted by the Customer a signature below. This Agreement sets forth all of	provided for Customer's use only. This proposal will become a binding and approved by the Contractor's representative as evidenced by their the terms and conditions binding upon the parties hereto; and no station, promise or condition on behalf of Contractor which is not
Customer Authorized Representative	Paul Flanagan Contractor Representative
Customer Representative Signature	Contractor Signature
Date	Date

Appendix A – (insert the customer name and location)

Qty	Unit Type	Manufacturer	Model	Serial
3	Furnace /Condensers	Rheem		

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Clean and adjust burners on heating equipment if needed in the winter

TERMS AND CONDITIONS

- Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as
 necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours
 Monday through Friday, 8:00 a.m. to 4:00 p.m.
- 2. In case of any failure to perform its obligations under this agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed by accident, alteration, abuse or misuse, and shall not extend beyond this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
- 4. The annual Agreement price is subject to adjustments on each commencement anniversary to reflect increases in labor, material and other costs.
- 5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- Customer will promptly pay invoices within (10) ten days of receipt. Should a payment become (30) thirty days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect; over the sum stated in this Agreement).
- 8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- Customer shall permit only Contractor personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than
 Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from
 the inclusion on this Agreement.
- 10. In the even Contractor must commence legal action in order to recover any amount payable or owed to the Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- 11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strike, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
- 16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRATOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.
- 19. This is an annual agreement. If either party wishes to cancel this agreement, 30 days written notice must be given prior to cancellation.

The services described above are governed by the terms and conditions of the program of which this schedule is a part.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

SPECIAL SERVICES/PROVSIONS

CLEAN AIR ACT

As of July 1, 1992 HVAC contractors have been required to comply with Section 608 of the "Clean Air Act" which prohibits intentional venting of refrigerants into the atmosphere. Additionally, in the course of maintaining, servicing, repairing or disposing of an appliance or process refrigeration, Progressive Heating, Cooling & Refrigeration, Inc. is required to recover, recycle and reclaim all refrigerants. Any costs incurred to comply with section 608, as well as additional refrigerants required for equipment are not part of this Agreement.



1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

Date: September 20, 2022

To: City of Lowell Attn: Mr. Mike Burns

RE: Preventative Maintenance Agreement Estimate

We are pleased to offer you a quotation on your quarterly preventive maintenance agreement. The service includes the following:

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

The above activities are intended to extend equipment life and assure proper operating condition and efficiency.

The agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the customer. These services will be charged for at the Preventive Maintenance Customers reduced service rate.

Thank you for the opportunity to quote your preventive maintenance. If you have any questions, feel free to call our office.

Sincerely,

Paul Flanagan



1375 East Main St. • Lowell, MI 49331 • (616) 897-1559 • Fax (616) 897-2773

	, ,
Date: September 20, 2022	Proposal Number: 090922
By and Between:	
Progressive Heating Cooling & Refrigerat (Contractor)	n, Inc. AND City of Lowell (Customer)
Contractor will provide services as descri on schedule A at City Hall 301 E. Main loo	ed on Preventive Maintenance Agreement Estimate for the equipment listed tion.
Coverage will commence on signed fully \$447.00 quarterly after maintenance has	secuted contract as dated. Total agreement price is \$1,788.00, payable been performed beginning on the effective date of 09/26/2022.
This agreement, when accepted in writin entire agreement between Contractor ar	below and approved by the Contractor representative shall constitute the Customer and supersede any previous agreements.
Agreement only after accepted by the Cusignature below. This Agreement sets for	and is provided for Customer's use only. This proposal will become a binding tomer and approved by the Contractor's representative as evidenced by their hall of the terms and conditions binding upon the parties hereto; and no epresentation, promise or condition on behalf of Contractor which is not
	Paul Flanagan
Customer Authorized Representative	Contractor Representative
Customer Representative Signature	Contractor Signature
Date	Date

Appendix A – (insert the customer name and location)

Qty	Unit Type	Manufacturer	Model	Serial
2	Boilers	RayPack		
5	Pumps	B&G / Grunfoss		
2	Roof Top Units	Aaon	RK-16 / RK-40	
1	Make-up Air	Rapid	M-2010	S-029228
1	Monoxide Exhaust	Greenheck		
	Fan			
3	Roof Exhaust Fans	Greenheck		

- Test and inspect equipment to determine operating condition.
- Change all unit filters on each visit.
- Change unit belts one time per year.
- Clean coils and evaporators as required
- Align belt drives, drive couplings, and air fins
- Lubricate all moving parts, including bearings on units
- Clean condensate drains.
- Visually inspect all heat exchangers for cracks or pitting.
- Tightening all electrical connections
- Check and calibrate heating and cooling controls.
- Annual CSD-1 Boiler Check
- Clean and adjust burners on heating equipment if needed in the winter

TERMS AND CONDITIONS

- 1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours Monday through Friday, 8:00 a.m. to 4:00 p.m.
- 2. In case of any failure to perform its obligations under this agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed by accident, alteration, abuse or misuse, and shall not extend beyond this Agreement.
- 3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
- 4. The annual Agreement price is subject to adjustments on each commencement anniversary to reflect increases in labor, material and other costs.
- Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- 6. Customer will promptly pay invoices within (10) ten days of receipt. Should a payment become (30) thirty days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- 7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect; over the sum stated in this Agreement).
- 8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- 9. Customer shall permit only Contractor personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from the inclusion on this Agreement.
- 10. In the even Contractor must commence legal action in order to recover any amount payable or owed to the Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
- 11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strike, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- 15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
- 16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- 17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRATOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- 18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.
- 19. This is an annual agreement. If either party wishes to cancel this agreement, 30 days written notice must be given prior to cancellation.

The services described above are governed by the terms and conditions of the program of which this schedule is a part.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect

SPECIAL SERVICES/PROVSIONS

CLEAN AIR ACT

As of July 1, 1992 HVAC contractors have been required to comply with Section 608 of the "Clean Air Act" which prohibits intentional venting of refrigerants into the atmosphere. Additionally, in the course of maintaining, servicing, repairing or disposing of an appliance or process refrigeration, Progressive Heating, Cooling & Refrigeration, Inc. is required to recover, recycle and reclaim all refrigerants. Any costs incurred to comply with section 608, as well as additional refrigerants required for equipment are not part of this Agreement.

LOWELL CITY COUNCIL





DATE: September 29, 2022

TO: Mayor DeVore and Lowell City Council

FROM: Michael T. Burns, City Manager

RE: Big Boiler IFT extension

On October 2, 2017, the Lowell City Council approved a five-year Industrial Facility Tax Credit for Big Boiler Brewing LLC's microbrewery operation located at 318 E. Main. They were not granted the twelve years initially as we wanted them to come back for the additional seven years to ensure they are complying with everything the need to on their end. In my previous experience, I recommended five-year abatements to start to ensure personal property was properly accounted for. Since personal property tax is being completely phased out in 2023, we modified our abatement policy to a scoring system to determine the number of years for the abatement.

This application was not scored under the current policy. However, Big Boiler has met their obligations under the current abatement. They have submitted updated information to be eligible to receive their final seven years of the abatement.

I have attached Resolution 29-22 and an updated property tax abatement agreement for Big Boiler, LLC.

I have no objections to extending the remaining seven years of the abatement for Big Boiler Brewing, LLC.

PROPERTY TAX ABATEMENT AGREEMENT

THIS PROPERTY TAX ABATEMENT AGREEMENT entered into as of October 3, 2022, between the CITY OF LOWELL, a Michigan municipal corporation, of 301 E. Main Street, Lowell, Michigan 49331 (the "City"), and Big Boiler Brewing, LLC, a Michigan limited liability corporation, of Lowell, Michigan 49331 (the "Applicant").

RECITALS

- A. On October 2, 2017, and pursuant to pursuant to Act 198 of the Public Acts of Michigan of 1974, as amended, the City approved the Applicant for an Industrial Facilities Tax Exemption Certificate ("Certificate") for a five-year period with the option for renewal, and the State Tax Commission subsequently approved and issued the Certificate (#2017-176).
- B. The Applicant has now filed with the City an application seeking a seven-year renewal of the Certificate (for a total duration of 12 years) as permitted by Section 16a of Act 198 (the "Renewal Application").
- C. To encourage the granting of this extended duration for the Certificate and in recognition of the forbearance of the City and other taxing entities to more immediately receive the full benefit of the economic growth of the Applicant, the parties wish to ensure the City and other taxing entities will ultimately share in the benefits from this growth.
- **NOW, THEREFORE,** in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

AGREEMENT

- 1. The Application, a copy of which is attached as Exhibit A and which incorporates by reference the Applicant's original application, is an integral part of this Agreement and details the Applicant's intended investment, creation of new jobs, retention of existing jobs and other development efforts.
- 2. The Applicant will submit a letter to the City no later than January 30th immediately following the second year after the renewal of the Certificate certifying:
 - (a) Number of jobs created or retained.
 - (b) Actual cost for both real and personal property acquisitions.
 - (c) An explanation for a difference in the number of jobs created or total project costs differ from those described in the Application.
- 3. The Applicant will recertify the information outlined above every two (2) years through the expiration of the Certificate.

- 4. The Applicant understands and agrees that if employment has not been retained or reached, or the expansion or improvement was not substantially completed as described in the Application, the City may reduce the term of, or revoke, the Certification.
- 5. If the Applicant ceases operation of its facility in the City so that it is no longer employing people and producing goods and no successor employer is occupying the facility and providing industrial employment during the term of the Certificate then (i) if less than two (2) years has transpired since the approval of the Application, the City may require one hundred percent (100%) of the abated *ad valorem* property taxes be repaid by the Applicant to the City and other affected taxing units; (ii) if between two (2) years and less than four (4) years of the time has transpired since the approval of the Application, the City may require seventy-five percent (75%) of the abated *ad valorem* property taxes be repaid by the Applicant to the City and other affected taxing units; (iii) if between four (4) years and less than six (6) years has transpired since the approval of the Application, the City may require fifty percent (50%) of the abated *ad valorem* property taxes be repaid by the Applicant to the City and other affected taxing units; and (iv) if more than six (6) years has transpired since the approval of the Application, then no funds shall be repayable by the Applicant. In each situation, however, the Certificate may be prospectively revoked.
- 6. Any action to revoke the Certificate or to require repayment of the abated taxes shall be by resolution of the City Council, which may, before taking such action, consider any extenuating circumstances, such as general economic conditions, the Applicant's length of time in the City, and the number of employees. Prior to any City action concerning the reduction of the term or revocation of the Certificate or for recapture of abated taxes, the Applicant will have the right, upon its written request therefor, to a public hearing before the City Council.
- 7. If the City revokes the Certificate pursuant to paragraph 5 above and the rebated taxes are not repaid within thirty (30) days after such revocation, the City may add those unpaid, abated taxes to the property tax statement of any other premises previously or then currently occupied by the Applicant. To the extent permitted by law, such amount shall be a lien in the same nature as property taxes due and payable upon such premises.

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

CITY OF LOWELL	
Mike DeVore, Mayor	
Sue Ullery City Clerk	
BIG BOILER BREWING, LLC	
Brent Slagell Its Member	

EXHIBIT A

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE APPLICATION

Michigan Department of Treasury 1012 (Rev. 03-21), Page 1 of 4

RECEIVED

Application for Industrial Facilities Tax Exemption Certificate

SEP 08 2022

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

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk	of Local Government Unit	
Signature of Clark XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Date Received by Local Unit	
STC U	se Only	
Application Number	Date Received by STC	
APPLICANT INFORMATION All boxes must be completed.		
▶ 1a. Company Name (Applicant must be the occupant/operator of the facility)	▶ 1b. Standard Industrial Classification (SIC) C	ode - Sec. 2(10) (4 or 6 Digit Code)
Big Boiler Brewing LLC	2082	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location)	▶ 1d. City/Township/Village (indicate which)	▶ 1e. County
318 E. Main St. Suite B, Lowell, MI 49331	Lowell	Kent
▶ 2. Type of Approval Requested	▶ 3a. School District where facility is located	▶ 3b. School Code
New (Sec. 2(5))	Lowell	41170
Speculative Building (Sec. 3(8)) Rehabilitation (Sec. 3(6))	4. Amount of years requested for exemption (1-	2 Years)
Research and Development (Sec. 2(10)) Increase/Amendment 5. Per section 5, the application shall contain or be accompanied by a general description.	7	
This is an extension for the remaining 7 years for the brewin		
	. 44	20006
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun. 6b. Cost of machinery, equipment, furniture and fixtures.	Re	8896 eal Property Costs
* Attach itemized listing with month, day and year of beginning of ins	stallation, plus total	68896
6c. Total Project Costs	Transport of the second	otal of Real & Personal Costs
* Round Costs to Nearest Dollar		
7. Indicate the time schedule for start and finish of construction and equipment installa certificate unless otherwise approved by the STC. Begin Date (M/DY)	tion. Projects must be completed within a two year End Date (M/D/Y)	r period of the effective date of the
02/06/2017 08	√/10/2017	X Leased
Real Property Improvements	, cwiles	
Personal Property Improvements ————————————————————————————————————	• Owned	Leased
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Develor Commitment to receive this exemption. Yes X No		
▶ 9. No. of existing jobs at this facility that will be retained as a result of this project.	▶ 10. No. of new jobs at this facility expected to	create within 2 years of completion
14		
11. Rehabilitation applications only: Complete a, b and c of this section. You must atta obsolescence statement for property. The Taxable Value (TV) data below must be as	ch the assessor's statement of SEV for the entire of December 31 of the year prior to the rehabilitat	
14	ich the assessor's statement of SEV for the entire of December 31 of the year prior to the rehabilitat	
11. Rehabilitation applications only: Complete a, b and c of this section. You must atta obsolescence statement for property. The Taxable Value (TV) data below must be as a. TV of Real Property (excluding land) b. TV of Personal Property (excluding inventory)	ich the assessor's statement of SEV for the entire of December 31 of the year prior to the rehabilitat	
11. Rehabilitation applications only: Complete a, b and c of this section. You must atta obsolescence statement for property. The Taxable Value (TV) data below must be as a. TV of Real Property (excluding land) b. TV of Personal Property (excluding inventory) c. Total TV	ach the assessor's statement of SEV for the entire of December 31 of the year prior to the rehabilitat	
11. Rehabilitation applications only: Complete a, b and c of this section. You must atta obsolescence statement for property. The Taxable Value (TV) data below must be as a. TV of Real Property (excluding land) b. TV of Personal Property (excluding inventory) c. Total TV	ich the assessor's statement of SEV for the entire of December 31 of the year prior to the rehabilitat	plant rehabilitation district and ion.

APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name Brent Slagell	13b. Telephone Number (616) 581-8554	13c. Fax Number	13d, E-mail Address brentslagell@bigboilerbrew
14a. Name of Contact Person Brent Slagell	14b. Telephone Number (616) 581-8554	14c. Fax Number	14d. E-mail Address brentslagell@bigboilerbrew
▶ 15a. Name of Company Officer (I Brent Slaget)	No Authorized/Agents)		
15b. Signature of Company Officer	No Authorized Agents)	15c. Fax Number	15d, Date 09/06/2022
▶ 15e. Mailing Address (Street, City 318 E. Main St. Suite B	V.(State, ZIP Code) Lowell, MI 49331	15f. Telephone Number (616) 581-8554	15g. E-mail Address brentslagell@bigboilerbrewi
This section must be completed Local Unit and those included w	ACTION & CERTIFICATION - c by the clerk of the local governing unit lith the submittal.	before submitting application to the	e State Tax Commission. Check items on file a
This section must be completed	by the clerk of the local governing unit	before submitting application to the	e State Tax Commission. Check items on file a
This section must be completed coal Unit and those included w	by the clerk of the local governing unit lith the submittal.	before submitting application to the 16b. The State Tax Commission administratively complete applica	Requires the following documents be filed for an tion:
This section must be completed Local Unit and those included w 16. Action taken by local governr	by the clerk of the local governing unit lith the submittal. nent unit Yrs Real (1-12), Yrs Pers (1-12) Yes \[\sum \text{No} \]	16b. The State Tax Commission administratively complete application Check or Indicate N/A if N 1. Original Application 2. Resolution establish 3. Resolution approvir	Requires the following documents be filed for an ition: Not Applicable plus attachments, and one complete copy

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

▶ 18. Date of Resolution Approving/Denying this Application

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

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

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

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

16c. School Code

17. Name of Local Government Body

vallerine ve saci		STC USE ONLY		
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CITY OF LOWELL KENT COUNTY, MICHIGAN

RESOLUTION NO. 29-22

RESOLUTION APPROVING APPLICATION OF BIG BOILER BREWING, LLC FOR THE REMAINING SEVEN YEARS AVAILABLE FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

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

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

WHEREAS, pursuant to Act 198 and after a duly noticed public hearing held on March 21, 2016, this City Council by its resolution adopted March 21, 2016, established an Industrial Development District as legally described in said resolution (the "District"); and

WHEREAS, on October 2, 2017 and pursuant to Act 198, this City Council previously approved an application for Industrial Facilities Tax Exemption Certificate and Property Tax Abatement Agreement from Big Boiler Brewing, LLC (the "Applicant"), for a five-year period with a renewal option; and

WHEREAS, the State Tax Commission subsequently approved and issued the Industrial Facilities Exemption Certificate (Certificate #2017-176); and

WHEREAS, the Applicant now seeks a seven-year extension of the Industrial Facilities Exemption Certificate as permitted by and in compliance with MCL 207.566a for a total duration of twelve (12) years;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

- 1. That the application of the Applicant for a seven-year extension of its Industrial Facilities Exemption Certificate pursuant to MCL 207.566a is hereby approved.
- 2. That approval of the Application is contingent upon the Applicant executing a Property Tax Abatement Agreement.
 - 3. That a copy of this resolution be forwarded to the State Tax Commission forthwith.
- That all resolutions or parts of resolutions in conflict herewith are rescinded. 4. Councilmember YEAS: Councilmember NAYS: ABSTAIN: Councilmember ABSENT: Councilmember RESOLUTION DECLARED ADOPTED. Dated: ______, 2022 City Clerk CERTIFICATION I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell at a meeting held on October 3, 2022, 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: ______, 20__ City Clerk

4853-9680-5685 v2 [60857-994]

LOWELL CITY COUNCIL





DATE: September 29, 2022

TO: Mayor DeVore and Lowell City Council

FROM: Michael T. Burns, City Manager MM

RE: 990 N. Washington

In June 2022, the City Council extended the lease with Sandy Bartlett and Gary Dietzel who rent from the city owned home at 990 N. Washington. This lease was scheduled to expire on June 30, 2022 but was extended to September 30, 2022 to provide them more time to find adequate housing.

Tuesday September 20, 2022, Mayor DeVore, Mayor Pro Tem Chambers and Chief Hurst went to the residence and made contact with Mr. Dietzel. Mr. Dietzel informed them he would not leave as agreed upon September 30, 2022.

For the time being, I have directed all City Hall staff to ensure they do not take any future rent payments from Mr. Dietzel and Ms. Bartlett. I was informed they made their September payment on September 9th.

I need direction on the next steps with this. One option would be to extend the lease further if you saw this being necessary. My concern is how many times do you continue this and how long do you extend it, if this is what you would like to do? Another option is to begin the process of eviction. This will take a few months to move through this process. If you were to take this step, I would suggest looking at making sure resources could be made available to assist them. Once complete this will allow for the discussion to occur on the future of this property.

No recommendation will be made.

LOWELL CITY COUNCIL





DATE: September 29, 2022

TO: Mayor DeVore and Lowell City Council

FROM: Michael T. Burns, City Manager (N)

RE: 885 N. Jefferson request

I received a request from Cody Hier who resides at 885 N. Jefferson regarding parking a vehicle along where the sidewalk ends. He has requested to place his Ford Mustang on the grass where the sidewalk ends. He informed me he would cover the vehicle very nicely.

I informed him of Section 19.02 item A, section 2, which states, "Parking areas and driveways shall be hard surfaced and be constructed from the street or alley to the dwelling or accessory building to create a dustless surface, minimize maintenance, and establish an attractive pathway to homes or buildings."

I thanked him for reaching out ahead of time and informed him that the City Charter doesn't allow me to approve something specifically not permitted by ordinance. However, I told Mr. Hier I would present this to the City Council to see if they were willing to allow an exception for this.

I provided an aerial from Google maps regarding what he is referring to. He would like to place the vehicle in the dirt area at the end of the sidewalk (left of the photo).

I am seeking direction from the Lowell City Council to see if they would like to grant an exception to the ordinance in this circumstance.

Google Maps 885 N Jefferson St



© 2022 Google Image capture: Sep 2013

 \leftarrow 885 N Jefferson St

> Street View & 360° Αlí

APPOINTMENTS

Expires

Downtown Development Authority Vacancy (Rita Reister – Resigned)

01/01/2022

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