

CITY OF LOWELL
DOWNTOWN DEVELOPMENT AUTHORITY
THURSDAY, AUGUST 6, 2015
12 NOON

AT

LOWELL CITY HALL
COUNCIL CHAMBERS
SECOND FLOOR
301 EAST MAIN STREET

1. CALL TO ORDER; ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVAL MINUTES OF PREVIOUS MEETING(S)
 - a) May 7, 2015 Regular Meeting
4. TREASURER'S REPORT
5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA
6. OLD BUSINESS
 - a) Downtown Development Plan
 - b) South Monroe Parking
7. NEW BUSINESS
 - a) Christmas Decoration Agreement
 - b)
8. REPORTS AND MEMBER COMMENTS
9. ADJOURNMENT

**OFFICIAL PROCEEDINGS
OF THE
DOWNTOWN DEVELOPMENT AUTHORITY
OF THE
CITY OF LOWELL
THURSDAY, MAY 7, 2015**

1. **CALL TO ORDER; ROLL CALL**

The Meeting was called to order at 12:20 p.m. by Chair Jim Reagan.

Present: Brian Doyle, Mark Howe, Mike Larkin, Dean Lonick, Mike Sprenger, Cliff Yankovich and Jim Reagan.

Absent: Shelley Catlin and April McClure.

Also Present: Dan DesJarden, Sue Olin, Susan Ullery, Police Chief Steve Bukala, Councilmember Hall, Light and Power Employee Tom Russo and Liz Baker.

2. **EXCUSE OF ABSENCES**

IT WAS MOVED BY LONICK and seconded by SPRENGER to excuse the absences of Boardmembers Catlin and McClure.

YES: 7. NO: 0. ABSENT: 2. MOTION CARRIED.

3. **APPROVAL OF THE AGENDA**

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

YES: 7. NO: 0. ABSENT: 2. MOTION CARRIED.

4. **APPROVAL OF THE MINUTES**

IT WAS MOVED BY LONICK and seconded by SPRENGER to approve the minutes of the April 16, 2015 meeting as written.

YES: 7. NO: 0. ABSENT: 2. MOTION CARRIED.

2. **TREASURER'S REPORT**

City Treasurer Sue Olin provided the following reports to the Boardmembers:

DOWNTOWN DEVELOPMENT AUTHORITY FUND
FINANCIAL STATEMENT
May 7, 2015

Beginning Balance:	\$256,343.63
Revenue:	
TIFA Revenue	\$494,570.42
Interest	196.04
Misc	\$2,575.90
Total Revenues	\$753,685.99
Expenditures:	
Capital Outlay	
Salaries/FICA	\$27,257.31
Maintenance Supplies	\$24,790.10
Utilities	\$14,672.77
Misc. and Community Promotions	\$42,935.26
Accrued Wages	\$1,071.11
Accrued Payables	\$15,697.26
Administration	\$10,418.40
Prof. Services	\$36,117.71
Transfer to General Fund	\$142,900.00
Total Expenditures:	\$315,859.92
Ending Balance	\$437,826.07

IT WAS MOVED BY LONICK and supported by SPRENGER to accept the Treasurer's Report as submitted.

YES: 7. NO: 0 ABSENT: 2. MOTION CARRIED.

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

No comments were received.

4. **OLD BUSINESS**

a. Downtown Development Plan. No update was provided.

b. South Monroe Parking. It has been determined 32 feet is necessary off the back of the building in order to locate the utilities. Greg Canfield stated he measured to the Lowell Granite foundation which is 36 feet.

5. **NEW BUSINESS**

- a. Request Funds for Portable Restrooms. Chamber of Commerce Director Liz Baker requested \$900 for the placement of portable restrooms at the boat launch.

IT WAS LONICK and seconded by HOWE to provide \$900 to the Lowell Chamber of Commerce for the placement of portable restrooms at the boat launch.

YES: 7. NO: 0. ABSENT: 2. MOTION CARRIED.

6. **REPORTS AND MEMBER COMMENTS.**

Boardmember Howe noted this is the last DDA meeting for DPW Director Dan DesJarden. He has done an outstanding job and has been a terrific leader. A reception will be held on May 14, 2015 from 4:00 to 7:00 p.m. at the Chamber of Commerce.

Chair Reagan also thanked DesJarden. Best of luck!

The next meeting was scheduled for June 4, 2015.

IT WAS MOVED BY DOYLE to adjourn at 12:30 p.m.

Date:

APPROVED:

James E. Reagan, Chair

Mark A. Howe, Secretary

DOWNTOWN DEVELOPMENT AUTHORITY FUND
FINANCIAL STATEMENT
August 6, 2015

Beginning Balance:	\$412,544.74
Revenue:	
TIFA Revenue	\$40,000.00
Interest	
Total Revenues	\$452,544.74
Expenditures:	
Capital Outlay	
Salaries/FICA	\$3,150.38
Maintenance Supplies	\$1,427.99
Utilities	\$1,408.02
Misc. and Community Promotions	
Accrued Wages	\$1,526.93
Accrued payables	\$1,644.68
Administration	\$718.71
Prof. Services	
Transfer to General Fund	
Total Expenditures:	\$9,876.71
Ending Balance	\$442,668.03

CHECK DISBURSEMENT REPORT FOR CITY OF LOWELL
 CHECK DATE FROM 05/07/2015 - 08/05/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
05/08/2015	GEN	66183	GREATER LOWELL CHAMBER FOUND.	COMMUNITY PROMOTION	880.000	740	6,000.00
05/08/2015	GEN	66186	LOWELL LIGHT & POWER	PUBLIC UTILITIES	920.000	463	707.27
05/08/2015	GEN	66196	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	801.000	483	188.70
05/12/2015	GEN	66203	PETTY CASH	COMMUNITY PROMOTION	880.000	740	7.95
				COMMUNITY PROMOTION	880.000	740	20.71
				CHECK GEN 66203 TOTAL			<u>28.66</u>
05/13/2015	GEN	66204	DEJONG, DON	OPERATING SUPPLIES	740.000	463	76.22
05/14/2015	GEN	66205	BERNARDS ACE HARDWARE	OPERATING SUPPLIES	740.000	463	50.43
05/14/2015	GEN	66227	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	801.000	483	166.50
05/28/2015	GEN	66243	HORROCKS NURSERY FARMS, INC.	OPERATING SUPPLIES	740.000	463	49.96
05/28/2015	GEN	66244	HORROCKS NURSERY FARMS, INC.	OPERATING SUPPLIES	740.000	463	174.86
06/05/2015	GEN	66294	KERKSTRA PORTABLE, INC.	COMMUNITY PROMOTION	880.000	740	180.00
06/05/2015	GEN	66296	LOWELL LIGHT & POWER	PUBLIC UTILITIES	920.000	463	164.42
				PUBLIC UTILITIES	920.000	463	199.67
				PUBLIC UTILITIES	920.000	463	246.88
				PUBLIC UTILITIES	920.000	463	97.06
				CHECK GEN 66296 TOTAL			<u>708.03</u>
06/05/2015	GEN	66311	THORNAPPLE RIVER NURSERY, INC.	REPAIR & MAINTENANCE	930.000	463	39.00
				REPAIR & MAINTENANCE	930.000	463	78.00
				CHECK GEN 66311 TOTAL			<u>117.00</u>
06/11/2015	GEN	66318	BERNARDS ACE HARDWARE	OPERATING SUPPLIES	740.000	463	4.47
06/11/2015	GEN	66323	HANNAH'S FLAG & BANNERS LLC	OPERATING SUPPLIES	740.000	463	98.55
06/11/2015	GEN	66329	LINCOLN NURSERIES, INC.	OPERATING SUPPLIES	740.000	463	40.50
06/11/2015	GEN	66343	SCHOLTEN LANDSCAPE MAINTENANCE	REPAIR & MAINTENANCE	930.000	463	84.00

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 CHECK DATE FROM 05/07/2015 - 08/05/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY							
06/11/2015	GEN	66349	THORNAPPLE RIVER NURSERY, INC.	OPERATING SUPPLIES	740.000	463	52.00
06/18/2015	GEN	66383	WILLIAM BOS GREENHOUSE	OPERATING SUPPLIES	740.000	463	4.48
06/18/2015	GEN	66384	WILLIAMS & WORKS INC.	PROFESSIONAL SERVICES	801.000	483	160.95
06/26/2015	GEN	66400	KERRSTRA PORTABLE, INC.	OPERATING SUPPLIES	740.000	463	180.00
06/30/2015	GEN	66423	BRITTEN BANNERS INC	CAPITAL OUTLAY	970.000	450	3,744.94
07/10/2015	GEN	66435	BERNARDS ACE HARDWARE	OPERATING SUPPLIES	740.000	463	16.57
07/10/2015	GEN	66439	EVERGREEN UNDERGROUND, INC.	OPERATING SUPPLIES	740.000	463	168.00
07/10/2015	GEN	66446	JOHN DEERE GOVT & NATL SALES	OPERATING SUPPLIES			** VOIDED **
07/10/2015	GEN	66450	MAG PLUMBING SERVICE LLC	REPAIR & MAINTENANCE	930.000	463	140.00
07/15/2015	GEN	66472	JOHN DEERE LANDSCAPES	OPERATING SUPPLIES	740.000	463	74.37
07/15/2015	GEN	66477	LOWELL LIGHT & POWER	PUBLIC UTILITIES	920.000	463	579.75
07/15/2015	GEN	66486	O'LEARY PAINT	OPERATING SUPPLIES	740.000	463	598.50
07/15/2015	GEN	66488	SELF SERVE LUMBER	OPERATING SUPPLIES	740.000	463	5.48
07/15/2015	GEN	66494	THORNAPPLE RIVER NURSERY, INC.	OPERATING SUPPLIES	740.000	463	39.00
				OPERATING SUPPLIES	740.000	463	26.00
				REPAIR & MAINTENANCE	930.000	463	39.00
				CHECK GEN 66494 TOTAL			104.00
07/15/2015	GEN	66496	TRACTOR SUPPLY CREDIT PLAN	OPERATING SUPPLIES	740.000	463	19.99
07/15/2015	GEN	66499	X-CEL CHEMICAL SPECIALTIES CO.	OPERATING SUPPLIES	740.000	463	78.00
07/23/2015	GEN	66515	MAG PLUMBING SERVICE LLC	REPAIR & MAINTENANCE	930.000	463	137.20
07/23/2015	GEN	66525	WILLIAM BOS GREENHOUSE	OPERATING SUPPLIES	740.000	463	18.95
				OPERATING SUPPLIES	740.000	463	54.68
				OPERATING SUPPLIES	740.000	463	165.00
				OPERATING SUPPLIES	740.000	463	71.60
				OPERATING SUPPLIES	740.000	463	8.76

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
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Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY					OPERATING SUPPLIES	740.000	463	5.20
					CHECK GEN 66525 TOTAL			324.19

07/29/2015	GEN	66536	BFG SUPPLY	OPERATING SUPPLIES	740.000	463	71.35	
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07/30/2015	GEN	66562	KERKSTRA PORTABLE, INC.	OPERATING SUPPLIES	740.000	463	180.00	
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07/30/2015	GEN	66569	THORNAPPLE RIVER NURSERY, INC.	OPERATING SUPPLIES				** VOIDED **
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07/31/2015	GEN	66572	MILL CREEK FARM LLC	OPERATING SUPPLIES				** VOIDED **
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Total for fund 248 DOWNTOWN DEVELOPMENT AUTHORITY							15,314.92	
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AGREEMENT

This agreement made and entered into this 3rd day of June 2015, by and between Hometown Decoration and Display, LLC, of Hudsonville, Michigan hereinafter for brevity sometimes called "lessor" and the City of Lowell hereinafter for brevity sometimes called "lessee"

WITNESSETH:

Whereas, lessor has offered to provide and furnish Holiday Decorations, display equipment and material to lessee pursuant to the terms, conditions and provisions hereinafter set forth, and, whereas, lessee is desirous of accepting and does accept the offer of lessor to provide and furnish said Holiday Decorations, display equipment and materials in accordance with said terms, conditions and provisions.

Now therefore, the parties hereto in consideration of the promises, and the promises of each to the other mutually made and accepted, covenant and agree as follows:

1. Lessor agrees to furnish and provide Holiday Decorations, display equipment and materials of the type hereinafter specified to lessee during the winter holiday season of 2015, and to install the same in a workman like manner.
2. The decoration, display equipment and materials which shall be furnished by lessor for the use and benefit of lessee for the 2015 holiday season shall consist of components as follows:

68 Decorations	@	\$67.00	each	=	\$4,556.00
6 Bows with Pole Wrap	@	\$30.00	each	=	\$180.00
			Total	=	\$4,736.00
3. Lessor shall complete the work to be performed by it so that the decorations leased by it shall be ready for lighting in accordance with the following schedule:
 - (A) Decorations to be installed in designated areas ready for lighting on or before November 30th in each year during existence of the contract.
 - (B) Lessor shall remove decorations as soon as practicable after January 1, 2016 And January 1st of each subsequent year during the existence of the contract.
4. Lessor shall complete the plugging in of all decorations which require lighting and shall furnish connecting facilities required in order that said decorations may be plugged in for lighting.
5. Lessee agrees and undertakes to make all arrangements to procure and secure such authorization as might be required in from any governmental unit; agency of public authority to carry out its scheme for Holiday Decorations.
6. All damage to said decorations, equipment and materials or any part thereof, shall be the responsibility of the lessor provided, however, that the lessee shall use reasonable care to prevent such damage.
7. Special Provisions:
8. Lessor shall maintain such insurance as will protect lessee against any claims under workers' compensation act and from claims for damage and because of bodily injury, including death, in the amount of not less than \$500,000. for each person and \$500,000. for each accident and for claims or property damage in an amount not less than \$500,000. for any person and \$500,000. for each accident.
9. The lessee agrees to pay lessor for its services and the use of the materials designated at paragraph 2 hereof, the sum of \$4,736.00 which shall be paid to lessor at 2645 24th Ave., Hudsonville, Michigan 49426 on or before the

10th day of December of the year to which such payment is attributable. Said sum shall include the installation by lessor of such decoration, necessary service calls and removal of said decorations. If lessee is on a rotation basis, decorations for the Holiday seasons of the year 2016 and 2017 will be of different type of kind that those leased to lessee for the Holiday season of the year 2015. But the decorations, materials and supplies furnished shall, with the exception of the wrapping of poles, be such as are within a retail cost of \$250.00 to \$500.00 per unit. If you are on a rotation schedule and/or you have a three year contract, the price for said decorations and services for the Holiday seasons 2016 and 2017, shall be the same as that for the year 2015, provided, however, that if an additional or more expensive type of decoration is required, said price shall be increased in an amount to be negotiated by the parties hereto. In the event that a use of sales tax should be imposed by the state of Michigan upon lessor by reason of its undertaking as set forth herein, the lessee to reimburse lessor in payments otherwise required by the terms hereof, within thirty (30) days after demand by lessor.

10. This agreement shall be executed in two (2) counterparts, each of which is deemed to be for all purposes an original copy hereof.
11. This agreement shall be binding upon and inure to the benefit of the successors, assigns and Legal representatives of the parties hereto.

In witness whereof, the parties hereto have caused the execution hereof by their duly authorized officers this 3rd day of June 2015.

Lessor

Hometown Decoration and Display, LLC

By _____

Wendy Braun, President

Lessee

City of Lowell

By _____

President/Mayor/Director

Attest:

Secretary/Clerk

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7. Special Provisions: Lessee will reassess this agreement in 2016 and 2017 and is not bound to the terms should changes take place in these years. Lessee will notify lessor of any changes by June of these years.
8. Lessor shall maintain such insurance as will protect lessee against any claims under workers' compensation act and from claims for damage and because of bodily injury, including death, in the amount of not less than \$500,000. for each person and \$500,000. for each accident and for claims or property damage in an amount not less than \$500,000. for any person and \$500,000. for each accident.

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Secretary/Clerk