



CITY OF LOWELL DOWNTOWN DEVELOPMENT AUTHORITY INFORMATIONAL MEETING THURSDAY, OCTOBER 10, 2019 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) April 11, 2019 (note there was not a quorum for the August meeting)
- 4. TREASURER'S REPORT
- 5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA
- 6. OLD BUSINESS
 - a. Riverwalk Sound System
- 7. NEW BUSINESS
 - a. Christmas Marketing
 - b. Marketing
- 8. REPORTS AND MEMBER COMMENTS
- 9. ADJOURNMENT

OFFICIAL PROCEEDINGS OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF LOWELL THURSDAY, APRIL 11, 2019

1. CALL TO ORDER; ROLL CALL.

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

Present: Boardmembers Mike DeVore, Eric Wakeman, Julie DeVoe, Mike Sprenger, Rick Seese and

Chair Jim Reagan.

Absent: Boardmembers Brian Doyle and Rita Reister.

Also Present: City Manager Michael Burns, Clerk Susan Ullery, Police Chief Steve Bukala, and City

Treasurer Sue Olin.

2. EXCUSE OF ABSENCES.

IT WAS MOVED BY DEVORE and seconded by WAKEMAN to excuse the absence of Boardmembers Doyle

and Reister. YES: 6.

ABSENT: 2. MOTION CARRIED.

3. APPROVAL OF THE AGENDA.

IT WAS MOVED BY DEVORE and seconded WAKEMAN to approve the agenda as written.

YES: 6.

NO: 0.

NO: 0.

ABSENT: 2.

MOTION CARRIED.

4. APPROVAL OF THE MINUTES.

IT WAS MOVED BY DEVORE and seconded by WAKEMAN to approve the minutes of March 7, 2019 as written.

WIIIIII.

YES: 6.

NO: 0.

ABSENT: 2.

MOTION CARRIED.

5. TREASURER'S REPORT.

DOWNTOWN DEVELOPMENT AUTHORITY FUND FINANCIAL STATEMENT April 10, 2019

Beginning Balance:	•	\$273,118.62
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Revenue:

TIFA Revenue \$567,947.40 Interest 1,963.16

Total Revenues \$843,029.18

Expenditures:

 Capital Outlay
 \$2,653.00

 Salaries
 \$34,376.04

Maintenance Sup Utilities Misc	plies and	Community	\$37.080.20 \$12,136.21 Promotions
\$53,647.08 Accrued Wages Administration		·	\$2,454.14 \$17,572.73
Accrued Payables Transfer to Equip	ment		\$17,572.73 \$10,195.92 \$17,340.00
Transfer to Gener	al Fund		\$151,273.00
Total Expenditures:			\$338,728.32
Ending Balance			\$504,300.86

IT WAS MOVED BY DEVORE and seconded by SPRENGER to accept the Treasurer's Report as submitted. YES: 6. NO: 0. ABSENT: 2. MOTION CARRIED.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA.

There were no public comments.

7. OLD BUSINESS.

City Manager Michael Burns stated they are working on the specs for the speakers for the Riverwalk sound system and will get that out for bid here shortly.

NEW BUSINESS.

a. FY Budget.

City Manager Michael Burns stated the proposed 2020 Fiscal Year Budget is attached in the DDA packet. This past year, we saw a \$100,000 increase to the DDA fund, which was due to additional expansion of Litehouse Foods, along with Industrial Facility parcels being added to the ad valorem tax roll. This year we budgeted for \$520,000 in new revenue and actually saw approximately \$571,000 for the above listed reasons. For the upcoming year we are projecting approximately \$545,400 in revenue. We are seeing a slight reduction, due to the continued elimination of personal property taxes. There will be a full elimination of the Personal Property Tax in 2023. In the current fiscal year, we proposed \$489,000 in expenditures, which gives us an additional \$39,000 in fund balance. Then Burns went over amendments to the current fiscal year budget and also the major appropriations to consider.

IT WAS MOVED BY DEVORE and seconded by WAKEMAN to approve the Fiscal Year 2020 Budget for the Downtown Development Authority. YES: 6. NO: 0.

ABSENT: 2.

MOTION CARRIED.

b. Summer Concert Series.

City Manager Michael Burns stated we are receiving our annual request for the DDA to sponsor a portion of the costs for the 2019 Lowell Showboat Sizzlin' Summer Concert Series. The DDA has been participating in this for a number of years.

This year's summer concerts begin on June 13, 2019 and ends August 22, 2019. We are being asked to

contribute \$6,000 for these events.

Lorraine Smalligan stated the revenue that was projected is coming in and they are adding the children's activities back in.

IT WAS MOVED SPRENGER and seconded by DEVORE to approve the contribution of \$6,000 for the Sizzling Summer Concert Series.

YES: 6.

NO: 0.

ABSENT: 2.

MOTION CARRIED.

9. REPORTS AND MEMBER COMMENTS.

Boardmember Rick Seese asked about the Showboat timeline.

City Manager Michael Burns stated he will be bringing the bid to begin construction to City Council on Tuesday, April 16, 2019.

IT WAS MOVED BY DEVORE and seconded by WAKEMAN to adjourn at 12:29 p.m. YES: 6. NO: 0 ABSENT: 2. MOTION CARRIED.

Date:	APPROVED:
James E. Reagan Chair	Susan Ullery Lowell City Clerk

DOWNTOWN DEVELOPMENT AUTHORITY FUND FINANCIAL STATEMENT October 8, 2019

Beginning Balance:	\$445,744.04
Revenue: TIFA Revenue	\$434,544.65
Total Revenues	\$880,288.69
Expenditures: Capital Outlay Salaries Maintenance Supplies Utilities Misc and Community Promotions Accrued Wages Administration Accrued Payables Transfer to Equipment Transfer to General Fund	1241.56 \$10,137.57 \$4,908.05 3,409.79 314.51 2,802.05 \$11,593.84 \$1,279.28
Total Expenditures:	\$35,686.65
Ending Balance	\$844,602.04

10/08/2019 04:20 PM

CHECK DISBURSEMENT REPORT FOR CITY OF LOWELL CHECK DATE FROM 08/08/2019 - 10/08/2019

Page 1/1

3,510.47

User: SUE

DB: Lowell Check Date Bank Check # Payee Description Account Dept Amount Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY 08/16/2019 GEN 73171 BERNARDS ACE HARDWARE ACCOUNT STATEMENT 740,000 463 20.56 08/16/2019 GEN 73173 930.000 72.28 BFG SUPPLY DDA & CEMETERY SUPPLIES 463 73187 08/16/2019 GEN EVERGREEN UNDERGROUND, INC. VETERNAS PARK SPRINKLING R & M 930.000 463 194.83 08/16/2019 73203 KERKSTRA PORTABLE, INC. PORTABLE RESTROOM - BOAT LAUNCH 740.000 463 210.00 GEN 08/16/2019 GEN 73220 38.90 SCHOLTEN LANDSCAPE MAINTENANCE FERTILIZING 930.000 463 08/16/2019 GEN 73221 SELF SERVE LUMBER ACCOUNT STATEMENT 740.000 463 8.38 08/16/2019 73231 GEN WILLIAMS & WORKS INC. REC PARK MASTER PLAN 801.000 450 1,241.56 08/29/2019 GEN 73276 WILLIAM BOS GREENHOUSE 740.000 463 258.25 ACCOUNT STATEMENT 09/05/2019 GEN 73293 EVERGREEN UNDERGROUND, INC. SPRINKLER REPAIRS 740.000 463 202-20 09/05/2019 GEN 73310 VISA MERCANTILE VISA STATEMENET 880.000 740 97.51 09/12/2019 GEN 73312# PETTY CASH OPERATING SUPPLIES 740.000 463 3.00 COMMUNITY PROMOTION 880.000 740 7.00 10.00 CHECK GEN 73312 TOTAL FOR FUND 248: 09/13/2019 BERNARDS ACE HARDWARE 9.98 GEN 73313 930.000 463 ACCOUNT STATEMENT 09/13/2019 73328 458.12 GEN LOWELL LIGHT & POWER ELECTRIC INVOICES 920.000 463 09/26/2019 GEN 73400 880.000 740 210.00 KERKSTRA PORTABLE, INC. PORTABLE RESTROOM - BOAT LAUNCH 10/03/2019 GEN 73449 LOWELL LIGHT & POWER ELECTRIC STATEMENTS 920,000 463 477.90

Total for fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

^{&#}x27;#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

LOWELL DOWNTOWN DEVELOPMENT AUTHORITY



MEMORANDUM

DATE: October 8, 2019

TO: Downtown Development Authority Board of

Directors

FROM: Michael T. Burns, City Manager

RE: Riverwalk Sound System

A request was received from the Lowell Area Chamber of Commerce to install a sound system for the Riverwalk area. This would allow the City to sound in music throughout the year. The music can be incorporated for Riverwalk, summer concert series and Christmas events. In addition, we could have music at the site at any time we wish if this were installed. It would be an enhancement to the area in addition to the Showboat improvements being planned.

The plan would be for the speakers to be placed at certain points throughout the park. We anticipate 700 feet of cable that would be buried in areas along the river walk. This project was amended to the DDA budget in Fiscal Year 2018. However, due me becoming the interim Public Works Director during the late spring and summer, I was unable to complete this last year. It can be carried over into the current fiscal year budget.

I have obtained a quote from Clear Sky Technologies for a system. They originally quoted the project at \$11,349.53. After discussing further with John Wegner, he needed to modify the quote slightly due to observing some things he thought would enhance the proposed system when he was coordinating the sound during the summer concerts and the Riverwalk. Festival. He provided a new quote for \$12,783.53 which met the concerns he had.

Hopefully the system can be in place for the Christmas events on the Riverwalk. This can be treated as a preferred vendor as he has the capability locally to meet the needs of the DDA with this project. I recommend a cost not to exceed \$12,783.53 for Clear Sky Technologies to install a sound system for the Riverwalk.



Clear Sky Technologies

12400 Grand River Dr SE Lowell, MI 49331

616-745-1587

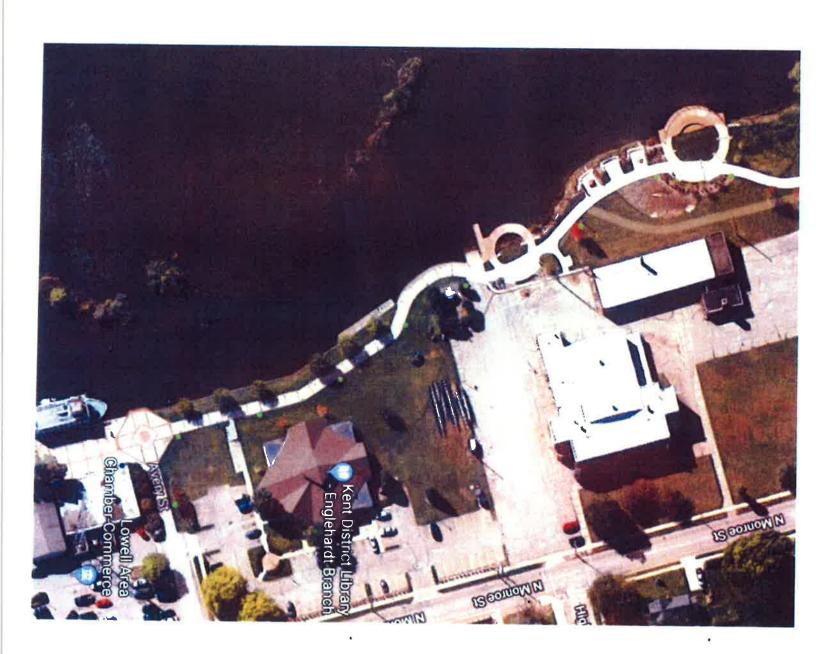
Quot	tation
Date	Estimate No.
8/8/2019	1062

Customer

Liz Baker, Executive Director Lowell Chamber of Commerce 113 Riverwalk Plaza Lowell, MI 49331

		Project		
Description	Qty	Rate	Tota	
BL Control 88M Two-Way 8" Coaxial Mushroom Landscape Speaker (for Riverwalk) Dutdoor UV Protection Rated Professional Speaker Audio Cable 14AWG Direct Burial 14/4 Community R.25-94TZ 10" Surface Mount All Weather Speakers (for Chamber Building) Crown CDi4 600BL 600W 4 channel Amplifier Shure SCM262 Stereo Microphone Mixer Shure QLXD24/B87A Wireless Microphone and Receiver Kopul 1/8" Stereo Mini to Dual RCA Y-Cable - 3' (0.91 m) Logitech Bluetooth Audio Adapter for Bluetooth Streaming Install Head End Equipment in Office and Test Bury cable along Riverwalk Crench cable under 3 sidewalks 2 people 2 hours each Cut pavement at boat launch, install cable, and seal Cerminate Cable for (9) garden speakers Lang chamber speakers and pull wire Supplies (Driveway Sealer, underground terminations, saw blades, etc.)	9 1,500 2 1 1 1 1 2 12 8 8 2,25 4	360.00 0.40 789.60 3,658.80 303.74 1,365.60 14.34 24.35 60.00 30.00 60.00 60.00 30.00 60.00 250.00	3,240.00° 600.00° 1,579.20° 3,658.80° 303.74° 1,365.60° 14.34° 24.35° 120.00° 360.00° 480.00° 480.00° 67.50° 240.00° 250.00°	
•		Subtotal Sales Tax (0.0%)	\$12,783 \$0	

Signature			
Cignataro			





CONTROLSSM

Professional Series

Key Features:

- ➤ Components:
 - 8" highly weather-resistant driver
 - 1" soft-dome highly weather-resistant tweeter
- 120W Pink Noise Power Handling (240W program) in direct 8Ω setting, plus built-in 60W 70V/100V multi-tap transformer
- > Tough polyethylene highly weather resistant enclosure
- > Fully isolated center chamber for wiring protection
- > High fidelity sound character with broad frequency range of 47Hz 16kHz



Applications:

The Control 88M Mushroom-Style Landscape Speaker is a two-way highly weather resistant speaker providing 360 degree coverage of the listening space. The extended bass capability and flat spectral response provides exceptionally high fidelity sound quality for music and music/speech program material. Designed to be mounted on or in the ground, the Control 88M can be used in a wide variety of applications including hotels, casinos, pool areas, shopping malls, theme parks, sports venues, resorts, restaurants, hospitality and leisure venues, entranceways, and anywhere a high quality music and/or paging speaker landscape speaker is required.

Its compact size allows the speaker to blend into landscaping and shrubbery, while its tough hunter green polyethylene enclosure resists abuse from lawn care equipment and the elements. The enclosure color extends throughout the material so the speaker will maintain color even when scraped or scratched.

The two part enclosure is designed to open with a twist for wiring and then close securely. The bottom base section of the enclosure can be preinstalled and then wired to the top speaker section of the enclosure. When assembled, the bottom base section becomes a fully isolated chamber, keeping the speaker and transformer (in the speaker section) highly isolated from the possibility of intruding moisture. Multiple locations on the bottom and sides are provided for the mounting of the exterior gland nut (installed by drilling a 22 mm (0.875 in, 7/8 in) diameter hole in the chosen location), and a second gland nut is positioned between the bottom base and the top speaker sections, to keep the speaker system highly weather tight. Included gland nuts maintain a water-tight seal

only when used with round-jacketed cable with outside diameter between 4.0 and 9.0 mm (0.16 and 0.35 inches).

All external hardware is stainless steel, and the powder-coated stainless steel grille resists rusting. The Control 88M can be secured to the ground via third-party ground stakes using the three attachment points that extend out from the bottom section of the speaker.

The 200 mm (8.0 in) diameter low-frequency driver features a Kapton former with 38 mm (1.5 in) voice coil for high power handling and superior long term reliability. The polypropylene cone and polyurethane surround provide high strength and superior moisture resistance. The 25 mm (1.0 in) high frequency driver utilizes a polyetherimide dome, providing high rigidity, strength, and high temperature resistance. The high slope crossover provides natural sonic character and SonicGuard* protected HF driver ensures long-term reliability from occasional overdriving.

In addition, the speaker contains a high-quality 60 Watt multi-tap transformer for use on 70V or 100V distributed loudspeaker lines, and is switchable for 8 ohm voice-coil direct operation. The speaker handles 120 Watts Continuous Pink Noise (240W Program, 480W Peak) in the 8 ohm mode.

The Control 88M is UL certified, per UL1480.

CONTROL 88M

Specifications:

Frequency Response (10 dB): 47 Hz 16 kHz Frequency Response (±3 dB): 60Hz 15 kHz

240 W Continuous Program (2 hrs) Power Ratingt:

120W (480W peak), Continuous Pink Noise (2 hrs) 100W (400W peak) Continuous Pink Noise (100 hrs)

Maximum Input Voltage 28.0 V

Sensitivity2-87 dB, 1W @ Jm (avc. 80Hz 16kHz)

Nominal Coverage Angle: 360° horizontal, 160° vertical (primary historing 10° to 50° up from ground),

Directivity (Q): 2.1 Directivity Index (DI): 3.2 dB Rated Maximum SPL 3: 108 dB @ 1m Nominal Impedance: 8Ω (at 8Ω setting) Minimum Impedance: 6.6Ω at 9.5kHz

> Transformer Taps: 70V: 60W, 30W, 15W & 75W

100V: 60W, 30W, 15W

Insertion Loss: < 0.5 dB at any tap setting

Thru Setting: 8\O nominal

Crossover Type: 2nd Order LPF on LF and 2nd Order HPF on HF

Recommended Protective High-Pass: 45 Hz for 8Ω operation, 24 dB/oct

80 Hz for 60W sap, 24 dB/oci

50 Hz for 30W, 7 SW, and 7 SW taps, 24 dB/oct

Transducer:

200 mm (8,00 in) diameter LF driver, Kapton former, 38mm (1.5 in) voice coil, polypropylene cone and polyurethane surround. Low Frequency Driver:

High Frequency: 25mm (1.0 in) diameter HF driver Polyetherimide (PEI) dome.

Physical:

Enclosure Macerial: LDPE Polyethylene plastic, 6 mm wall thickness, UL94V-0 tated.

> Grille: Powder coated stainless steel

Environmental: IP-56 rating per IEC529 (dust protected and protected against strong jets of water). Exceeds MilSpec 810 for humidity, salt

spray, temperature & UV Passes Mil-STd-202F for sale spray. Enclosure UL94V0 rated

UL 1480 Speakers for Fire Alarm, Emergency, and Commercial and Professional Use, 5th Edition, for outdoor wes locations; UL Agency Ratings:

1480A Speakers for Commercial and Professional Use. 1st Edition: CSA C22.2 No. 205-12, Signal Equipment. Transformer UL

Recognized per UL1876, ROHS compliant.

Bare wire with dielectric-gel-filled wire nuts (internal to top speaker section)

Water ingress protected by two stages of gland nuts, one mounted on outside of enclosure (installed by installer via drilling 22

mm (0.875 m, 7/8 m) hale in any of multiple provided locations) and one between the bottom base and top speaker sections Included gland turn require round-jacketed wire with ourside diameter between 4.0 mm and 9.0 mm (0.16" m and 0.35" m). For

Installation instructions, see Installation Guide (#IS-C80MLS).

Colors: Hunter Green, RAL6018

Dimensions (FI x W x D): 524 x 355 x 355 mm (20.7 x 14 x 14 in.)

Net Weight: 7.8 kg (17 lb) Shipping Weight: 10.5 kg (23 lb)

Included Accessories: (2) wire nuts, (2) gland nuts, (1) security screwdriver

Installer-Supplied Required Tools: 22mm (0.875 in, 7/8 in) twist-type drill bir (or other type suitable for plastic) for installing gland out into enclosure

Continuous Pink Noise rating is iEC-straped pink noise with a 5 dB crest factor. Continuous program nower sidefined as 3 dB above the Continuous Pink Noise Bating. In 8 ohm mode

*10th space, 2n lawing (in ground recessed), 360° norvional, verlinal avisageu 10 to 50 depens incrimated.

18 dnm mode, calculated from sensitivity and power handling, exclusive of power compression

JBL continuarty engages in research related to product improvement. Some materials, production methods and design reaniments are introduced into existing products without notice as a routine expression of that phylosophy. For this reason, any current uBI, product may differ in some respectirorn is cubished description, but will always equal or exceed the original design specifications unless otherwise stated

SPL Level Varation Chart by Layout Spacing

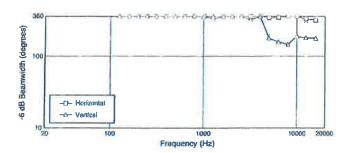
SPI, Level Variation Within the Listening Space	Distance Apart
±1.5 dB	4.0 meters (13 feet) apart
±3.0 dB	6.5 meters (21 feet) apart
±4.5 dB	9.0 meters (30 feet) apart

At listening height of 1.5 meters (5 feet)



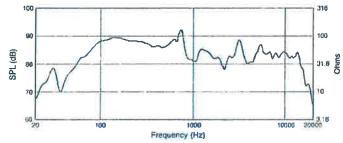
Beamwidth:

-6 dB coverage by frequency

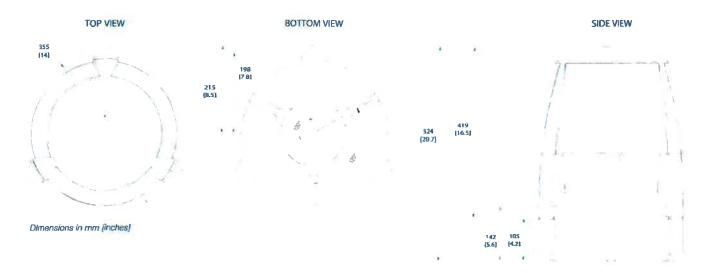


Frequency Response:

In half-space (2π , in ground), plus impedance curve [Frequency response, Impedance graph]



Dimensions:





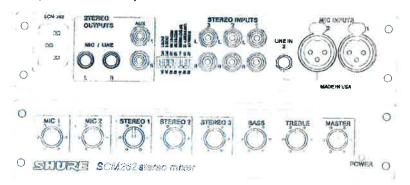
JBL Professional 8500 Balboa Boulevard, P.O. Box 2200 Northridge, California 91329 U.S.A. © Copyright 2016 JBL Professional www.jblpro.com



SCM262 STEREO MIXER

The Shure Model SCM262 is a stereo mixer intended for sound reinforcement applications that integrate microphones with consumer stereo products. It incorporates two

active-balanced microphone inputs with three unbalanced stereo aux level inputs.



SYSTEM FEATURES

The SCM262 Stereo Mixer is designed for restaurants, classrooms, corporate training, aerobics classes, and other situations where a paging/public announcement system is combined with background music or other program material.

- Designed to combine paging with background music.
- One active-balanced, XLR microphone input channel.
- One active-balanced XLR microphone and 1/4-in, TRS line input channel.
- Three STEREO INPUT channels

SPECIFICATIONS

Measurement Conditions (unless otherwise specified): Tone controls centered; Line voltage 120 Vac, 60 Hz (SCM262) or 230 Vac, 50 Hz (SCM262E); full gain; 1 kHz, one channel activated; source impedances: Mic 150 Ω ; Line/ Aux 40 Ω , terminations: Line/Mic/Aux 20 k Ω .

Frequency Response (Ref 1 kHz, channel and master controls centered)

MIC/LINE Inputs: 150 Hz to 20 kHz \pm 2 dB AUX Inputs: 20 Hz to 20 kHz \pm 2 dB

Low-Cut Filter (microphone inputs only) 3dB down at 80 Hz, 6 dB/octave

Voltage Gain (typical, controls full clockwise)

Output			
Mic	Line	Aux	
32 dB	72 dB	60 dB	
-9 dB	31 dB	19 dB	
-5 dB	35 dB	23 dB	
	32 dB -9 dB	Mic Line 32 dB 72 dB -9 dB 31 dB	

Inputs

	Impedance		
Input	Designed for use with	Actual (typical)	Input Clipping Level
Mic (XLR)	<600 Ω	1.4 kΩ	-16 dBV

- Stereo AUX level OUTPUTs
- Stereo MIC/LINE OUTPUTs
- BASS and TREBLE tone controls on the master output.
- 1/2-rack chassis.
- 12 V phantom power for condenser microphones.
- Internal power supply.
- Removable power cable.
- Ducking function (defeatable).
- Jukebox mute function (defeatable).

Line	<10 kΩ	155 k Ω	+24 dBV
Stereo	<2 kΩ	21 kΩ	>28 dBV

Outputs

	Imp		
Output	Designed for use with	Actual (typical)	Output Clipping Level
Mic	> 600 Ω	3 Ω	-22 dBV
Line	>5k Ω	300 Ω	+18 dBV
Aux	≥10 kΩ	1.5k Ω	+5 dBV

Total Harmonic Distortion

<0.25% at +4 dBu output level, (through 22 Hz-22 kHz filter; MIC Input 1 and Master at center, all other controls full counterclockwise)

Hum and Noise

Equivalent input Hum and Noise	
(150 Ω source; 22 Hz -	22 kHz)
Output Hum and Noise	
(22 Hz to 22 kHz; channel controls full counterclos	kwise)
Master full counterclockwise –	85 dBV
Master full clockwise	SO 4BV

Common Mode Rejection

>70 dB at 1 kHz

Polarity

All inputs to all outputs are non-inverting.

Overload and Shorting Protection

Shorting outputs, even for prolonged periods, causes no damage. Microphone inputs are not damaged by signals up to +10 dBV; Line and Aux inputs by signals up to +28 dBV

Equalization

Bass (Low-frequency shelving) ±6 dB
(corner frequency at 250 Hz)
Treble (High-frequency shelving)
(corner frequency at 4 kHz)
Ducking

Ducking

Mic channels 1 and 2	
Levels	-20 dB or -∞ dB
Activation time	. 10 ms (typical)
Mic Deactivation time	2 s (typical)
Jukebox Mute Deactivation Time	30 s (typical)

Phantom Power

12 Vdc open-circuit through 680 Ω resistors

REPLACEMENT PARTS

Knob, Master (blue)	95B8752
Knob, Channel Gain (white)	95A8752
Line (Power) Cords: SCM262: 100–120 Vac (US/Canada)	95A8762
SCM262E: 220-240 Vac (EU)	95A8778
Fuse, SCM262 (5x20 mm, 250V, 100mA, time delay)	80B730
Fuse, SCM262E (5x20 mm, 250V, 40mA, time delay)	80J258
Hardware Kit	90AA8100

Operating Voltage

SCM262: 100-120 Vac, 50/60 Hz, 60 mA SCM262E: 220-240 Vac, 50/60 Hz, 30 mA

Temperature Range

Operating	 -7°	to 49°	C (20°	to 120°	F)
Storage	 29	° to 74°	C (-20	° to 165°	F)

Overall Dimensions

43 x 218 x 162 mm (1.72 x 8.60 x 6.37 in.)

Net Weight:

1.1 kg (2 lbs, 5 oz)

Certifications

SCM262: UL, cUL listed by Underwriters Laboratories. SCM262E: Conforms to European Union directives, eligible to bear CE marking; VDE GS-Certified to EN 60 065, meets European Union EMC Immunity Requirements (EN 50082-1: 1992. EN 50082-2: 1992)

Link Bars (Bracket)	53A8443
Single Mount Kit	53A8484
Dual Mount Kit	53B8484

Optional Accessories

Line (Power) Cord	, 230-240 Vac (UK)	95A8713

Service Statement

For additional service or parts information, please contact Shure's Service department at 1-800-516-2525, Outside the United States, please contact your authorized Shure Service Center.





- Accurate, uncolored sound with very low distortion for the best in music and voice reproduction
- Extremely versatile; rated for 2Ω, 4Ω, 8Ω loads and 70Vrms/140Vrms outputs
- Advanced protection circuitry guards against: shorted outputs, open circuits, DC, mismatched loads, general overheating, high-frequency overloads and internal faults
- Intuitive front-panel LCD screen for quick, easy configuration
- Switch-mode universal power supply
- Onboard digital signal processing (DSP) includes crossovers, EQ filters, delay, and output limiting
- Up to 20 user-defined DSP presets are available

CDi Series



CDI 1080, 2000, 4000



CDr 6000

Power Matrix			Duai	(per ch)		Bridge		
Model	Channels	2Ω	4Ω	8Ω	70Vrms	4Ω	8Ω	140Vrms
±000		70000	50019	275\\	2004	14U8W*	1000W	√000W
2000		1000m	30u\v	Make	800₩	2000//*	16COvv	w000w
1090	(91)	-v000a1	1264Wv	650W	:000%	3200W1	2000W	2000W
0000		1000W	\$100At	1200W	2300W	600004	4200Av	5000W

Performance Specifications	1200	2000	4000	6000
Sense of fortall rolling power at 45%	: 35	3V		24
Rates Power Chaput oper Channel or 45%	1384/ Merau	900W reres	170025 mile-	2100W Jeleo
Temus of the ser Renor observations and 1959 powers of BO) (bodies, rotest lights armes of BO). A set godestic	Odsh	10048	100ав	Жав
old Harmond Bellerige. (1916)	55%	= 05%		- 05%
Damping Factor (2014) to 400144	1500	×500	101	500
frencency lesporte to 114 20Hz 4 Yolden	战圈 强	Gok ak	Sheet receive	Ed3 48
Crossial dielas raied parent 2011 to Talia	vGr.je	-/0oß	Udi	= ² Od8
Input Impedance (common	30%C todances (IAC) inhabitorea	Lot 7 Emilies (10)	JONO STANCOL,	Use on the Color of the Color o
Physical Specifications				
whents	Yes 4A bens	19 n (68 d cm)	(m.) 1.84 ₁ n. 9	(9 m (48 s cm)
Height	45 1 8 2 cm)	1 5 m (8.9 cm)	1 hin (6.9 mm)	10 n 98 9 cmi
Danis	12.5 (3) a ma	2 to (0 8 cm)	125 (125 m	16 / n ph = 1 pm)
Weight	22861 ~ 47kgi	23(bs (9 77kg)	(2lbs 19 9 rkg)	10/6 (i.; 60/49)

position in the charge virtual to charge virtual to charge virtual description and the control of the control o





- Accurate, uncolored sound with very low distortion for the best in music and voice reproduction
- Extremely versatile; rated for 2Ω , 4Ω , 8Ω loads and 70Vrms/140Vrms outputs
- Advanced protection circuitry guards against: shorted outputs, open circuits, DC, mismatched loads, general overheating, high-frequency overloads and internal faults
- Intuitive front-panel LCD screen for quick, easy configuration
- Switch-mode universal power supply
- Onboard digital signal processing (DSP) includes crossovers, EQ filters, delay, and output limiting
- Up to 20 user-defined DSP presets are available

CDi Series



CDI 1000 2000 4000



(Ty 5000

Power Ma	trix		Dual (per ch.)		Bridge			
Model	Channels	2Ω	4Ω	8Ω	70Vrms	4Ω	8Ω	140Vrms	
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POWERFULLY REFINED WIRELESS



Transparent 24-bit digital audio. Incredibly efficient wireless. Powerful networking. Rugged, secure systems.

System Components





LOWELL DOWNTOWN DEVELOPMENT AUTHORITY



MEMORANDUM

DATE: October 8, 2019

TO: Downtown Development Authority Board of

Directors

FROM: Michael T. Burns, City Manager

RE: Christmas Marketing

The DDA has received its annual Christmas in Lowell marketing funds requests from the Lowell Area Chamber of Commerce. The DDA has provided sponsorship for a number of years on these events in the Downtown district.

This year the Chamber of Commerce is recommending \$6,450 in sponsorship for the event. Information is attached explaining what this will entail.

I recommend the Downtown Development Authority provide a sponsorship to the Lowell Area Chamber of Commerce at a cost not to exceed \$6,450 for the Christmas in Lowell marketing sponsorship.



October 2, 2019

Dear DDA Directors,

For years the Lowell Area Chamber of Commerce has had the privilege of presenting a Lowell tradition the annual Christmas Festivities, Night-time Santa Parade and Santa Visits on the Riverwalk to the Greater Lowell Community and beyond.

On parade day we will present several activities, prior to the parade as shown below. The parade has become a great family attraction and many businesses have joined in the fun by entering in the parade.

LOWELL CHRISTMAS FESTIVITIES AND ANNUAL NIGHT-TIME SANTA PARADE "CANDY CHRISTMAS" - DECEMBER 7

- 9:00 am 4:00 pm Rogue River Artisans 37th Anniversary Fine Art and Craft Holiday Show, Lowell High School, 11700 Vergennes
- 9:30 am 5 pm Friends of the Englehardt Library Book Sale
- 2:30 pm 4:00 pm Santa Visits on the Riverwalk, Hot cocoa and Cookies in the Cookie Room, Riverwalk Plaza
- 2:30 pm -4:30 pm Rudolph's Craft Workshop in the Chamber building (children 2 to 6), 113 Riverwalk Plaza
- 2:30 to 4:00 pm Entertainment by Luc James Studio
- 4:00 pm -6:00 pm Pancake Supper, King Memorial Center at Lowell Fairgrounds, S. Hudson Street
- 4:45 pm -5:45 pm Eat with Santa, King Memorial Center at Lowell Fairgrounds, S. Hudson Street
- All day Christmas Shopping and Eateries in Historic Lowell
- 5:45 pm Sweet Tooth Jubilee
- 6:00 pm Annual Night-time Santa Parade "Candy Christmas" down Main Street Lowell

The Lowell Area Chamber of Commerce will be open the month of December offering free cookies and hot chocolate. The City of Lowell will offer Santa's space in the old head end cable building on the Riverwalk. Local non-profit groups and businesses have committed to adopt a Santa Visit. These groups staff and provide the cookies for the visits.

SANTA ON THE LOWELL RIVERWALK

- Wednesdays December 11 & 18 5:30 pm to 7:00 pm. Free digital photos with Santa.
- Friday December 13-- 5:30 pm to 7:30 pm. Free digital photos Santa, Horse & Carriage Rides, Warming Fires, Live Reindeer, Hot Dogs, Roasted Chestnuts and Entertainment
- Saturdays December 14 & 21 10:30 am to 1:00 pm. Free digital photos with Santa.

Suggested Donation \$2! Please note that the line to see Santa is outdoors and you should dress accordingly.

We are seeking \$6450 in funding from the DDA. I have also included on the budget the value of the other in-kind contributions from sponsors outside of the DDA support. The DDA has funded Christmas for many years. This event would not be possible without your contribution, nor would it be possible without the private in-kind contributions and the numerous volunteers! We look forward to working with you again this year.

Sincerely,

Liz Baker

Liz Baker
Executive Director
Lowell Area Chamber of Commerce

113 Riverwalk Plaza - PO Box 224 - Lowell, Michigan 49331
Phone (616) 897-9161 - Fax (616) 897-9101
E-mail info@lowellchamber.org - Web Site www.discoverlowell.org

Christmas Budget for 2019 Christmas S	eason		
Activity		Expe	nse
Decorating the Riverwalk & Showboat	Fresh garland roping, lights, decorations and items for Riverwalk Area & Santa's temporary home	\$	650.00
Advertising	Grand Rapids Press, Sentinel Standard, Buyers Guide, WION Radio, News Release, Posters, Printing and Postage	\$	2,000.00
Parade	Cash prizes for parade entries Lighting for Riverside Dr including mileage for pickup/delivery	\$	450.00 350.00
Santa & Mrs. Clause	Wages	\$	600.00
Miscellaneous	Candy Cane, Hot Chocolate and Supplies	\$	400.00
Horse & Carriage Rides and Live Reindeer	Friday Night Special	\$	2,000.00
	Requesting from DDA - Total Expenses for Christmas	\$	6,450.00
In-Contributions	Sponsor	Value)
Building for Santa Visits Wednesday Night Santa Pictures	City of Lowell In Kind Photographers 300 pictures @ \$10	\$	1,500.00 3,000.00
Friday Night Santa Pictures	In Kind Photographers - 200 pictures @ \$10	\$	2,000.00
Saturday Santa Pictures	In Kind Potographers -600 pictures @ \$10	\$	6,000.00
Lighting the Chrismtas Tree & trees in front of the Chamber	Lowell Light & Power - installation of lights	\$	800.00
Management & Implementation of Christmas Festivities	LACC Staff 40 hours @ \$30 per hour	\$	1,200.00
Implementation of Christmas Festivities	LACC Volunteers - minimum of 100 hours @ \$22.55 per hour	\$	2,250.00
Various Organizations	Cookies for the children serving over 1100 = 86 dozen at \$6 per dozen	\$	516.00
		\$	17,266.00

LOWELL DOWNTOWN DEVELOPMENT AUTHORITY



MEMORANDUM

DATE: October 8, 2019

TO: Downtown Development Authority Board of

Directors

FROM: Michael T. Burns, City Manager

MO

RE: Marketing

The DDA has received its annual marketing funds requests from the Lowell Area Chamber of Commerce. Last year the City gave the Chamber \$40,000 for their marketing efforts.

This year the Chamber of Commerce is requesting \$40,000 in sponsorship. Information is attached explaining what this will entail. This amount is budgeted for our current fiscal year.

I recommend the Downtown Development Authority provide a sponsorship to the Lowell Area Chamber of Commerce at a cost not to exceed \$40,000 for their marketing efforts.

1. Need: What need is being addressed by this project, and why is it needed? The Membership of the Lowell Area Chamber of Commerce continues to recognize the need for collective marketing for the Lowell Community.

Mission of the Community-Wide Business Marketing Plan:

To strengthen the Greater Lowell Community through the development of a Community-Wide Business Marketing Plan, which will promote Lowell as an attractive area to work, develop and run a business, relocate a factory, go to school, raise a family, shop, dine and enjoy Lowell's many other amenities.

2. Plan: Specifically explain how your project will be conducted or implemented. Describe how the grant money will be used.

Several years ago, the Lowell Area Chamber of Commerce in collaboration with and in support of businesses, government agencies, organizations, churches and the school district established a Community-Wide Business Marketing Plan. Eleven years ago, we began branding the Greater Lowell Area with our slogan "Lowell The Next Place to Be!" logo, redesigned website and the efficient use of an annual advertising budget, which utilized all avenues of media (broadcast, cable/tv, outdoor, print and e-marketing).

From the very beginning of the implementation of our community-wide marketing program, our marketing efforts have been focused on directing people to the Chamber website for information on all community events, programs and services. In addition, our continued marketing strategy was to promote established and successful community events, showing people a great experience in Lowell the Next Place to Be!

For the last couple of years, our emphasis has been on community building by the use of social media, local print, radio, cable and TV, which we will continue for 2019/20. We have produced a series of innovative and inspiring videos that are presently playing on social media, cable and TV. These videos have been produced for us by Lowell graduate, Eric Dimmick, and have been well received. Our video collection enhances our natural resources, education, arts and culture, shopping and events. In addition, we own the rights to a library of videos that can be further made into video clips as needed. With that said, we would like to create some new videos of the Lowell Showboat, past, present and future. Because the Lowell Showboat is our community icon, we feel it's important to capture what has happened and will continue to happen as we fast approach Lowell Showboat VI.

We will reach out to our local businesses, government agencies, organizations, churches, and school district with co-op marketing opportunities.

We will investigate the use of billboards again. Billboards are the ideal place for long-term messaging, awareness and branding.

Lowell Bucks, our community currency, is gaining momentum. We would like to continue this promotion to boost shopping, eating and playing locally. Lowell Bucks has grown from a dozen participating businesses to over sixty participants today.

3. Impact: Describe how this project will impact area residents and who will benefit from it. Describe specifically who will be served by your project.

Ongoing marketing of the Greater Lowell area benefits our entire community. For a community to grow, it must build strong relationships. That's where an effective marketing plan comes in. With a comprehensive, collaborative marketing plan, the Lowell Area Chamber

We can measure e-marketing more effectively than other media, as well as the following areas:

Increased hits to the website
Increased visitors from Lowell and beyond to special events and programs
Increased use and support of local businesses
Business testimonials
Informal feedback and stories collected from the community

6. Community Cooperation: List the area groups and partners who have agreed to support your project. Please include names and affiliations. Describe specifically the nature of their collaboration on this project.

These funds will further our mission to implement this Community Wide Business Marketing Plan. The City of Lowell DDA has been a significant supporter. We also receive Co-op funds from businesses, government agencies, organizations, churches, and school district. In addition, in-kind support includes:

Marketing Steering Committee (5 individual's X 12 hrs. @ \$30 hr. = \$1,800) Chamber Administration (80 + hrs. @ \$30 hr. = \$2,400)

7. Sustainability: Will this project be completed with the funding requested in this application? (Yes or No)

No

If you responded "No" to the previous question, please explain your group's plan for future sustainability in terms of continued financial and/or logistical support, and who you anticipate to provide it.

We will request funding from City of Lowell DDA and businesses for co-op marketing.



SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is made effective this 30th day of August, 2019 by and between Venture Creations ("Venture"), a Michigan limited liability company with a place of business at 2775 Montana Trail, Belmont, MI 49306 and Lowell Area Chamber of Commerce, with a place of business at 113 Riverwalk Plz Lowell MI 49331 ("Buyer").

Buyer desires to have Venture perform, and Venture has the desire to perform, services as an independent contractor. In consideration of this understanding and the mutual covenants found below, Buyer and Venture agree as follows:

- 1. <u>Scope of Services</u>. Venture will perform the services (the "Services") for Buyer described in the Statement(s) of Work attached as <u>Exhibit A</u> (each, a "SOW" and collectively, the "SOWs"), as may be amended from time to time. This Agreement and the Services are fully subject to the Terms and Conditions attached as <u>Exhibit B</u> (the "Terms and Conditions") which are incorporated into this Agreement by reference.
- 2. Consideration. Buyer will pay Venture for the Services as provided under the attached Exhibit A.
- 3. Term. The term of this agreement is twelve (12) months beginning on September 1, 2019 and Ending on August 31, 2020.
- 4. Termination. Either party may terminate the Services and this Agreement by providing the other party with written notice of termination at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. Either party also may terminate this Agreement prior to its expiration in the event of a material breach by the other party of this Agreement if such breach continues uncured for a period of twenty (20) days after the other party receives written notice which describes the breach. In the event that any SOWs are being performed as of the date of termination, then Venture will complete the Services outlined under each SOW as reasonably soon as is possible. Buyer agrees to pay Venture for the Services provided pursuant to a SOW and following termination of this Agreement on the same terms as outlined under each applicable SOW. All set up fees billed to Buyer by Venture are non-refundable and Buyer agrees to pay Venture for remaining balance of all applicable set up fees. Any media billed to Buyer and not spent by Venture will be refunded by Venture to Buyer on termination of the contract. In the event the contract between Buyer and Venture is terminated, Buyer is subject to contracted media placement fees owed to Venture resulting from final media invoicing to Venture by media platform(s).
- Entire Agreement. This Agreement, any SOWs and the Terms and Conditions contain all the terms
 of the agreement between the parties with respect to the Services and may be amended only by
 a writing signed by both parties to this Agreement.

VENTURE CREATIONS	COMPANY: Lowell Area Chamber of Commerce
By: Gar Allison – General Manager	By: LIZBAKER Execute Director
Signature:	Signature:

Lowell Area Chamber of Commerce 2019-2020 FY Budget/Timeline

Description of Services	Targe)	Pulger	SPP	Oct.	Hey	Occ	Jan.	Feb	Mir	Acus	May	Jone	July	Aun
Lowell Community Expo: March	Men - Women 21 - 65 Lowed + 15ml	\$1,000,00	model						1,000					
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Christmas Through Lowell: November	Wamen	\$2,000,00			2000									
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Santa Visits: December	Women 25 - 65: Hes young was grand hids Lowell +15	\$800 00				BOXI								
Lowell Fail Events / Girls Night Out	Wamen 25 - 65 Lowell *25	\$1,250,00 total		1150										
River walk Emproved	Main - Women Lowell +50	\$2,750.00		1000	1.0				10.13		3764		1	

Total Budgel Year

\$ 24,000.00



	Sec	Oct	Nev	Dec	Jan		Feb		Mar	April		May	Jone	fuly	Aug	Total
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STANDARD TERMS AND CONDITIONS FOR MEDIA SERVICES

Updated: 7.1 2018

- In Estimation of Contract. The terms set forth in this form are the sole terms for the sale of media services by Venture Creations, ("Venture"), including but not limited to social media, web design und management, video and digital production, unless otherwise specifically provided for by Venture in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in Buyer's order or acknowledgment or otherwise proposed by Buyer. Buyer's acceptance of these terms shall be conclusively presumed by Buyer's signature on this form, by Buyer's submission of a purchase order in response to this document, or by Buyer's acceptance of delivery of, or payment for, the services. Any contract made for the sale of services by Venture is expressly conditional on Buyer's assent to the terms stated in this document. Venture objects to any additional or inconsistent terms proposed by Buyer.
- 2. Price. All price quotations are offered for prompt acceptance. Such quotations are valid for thirty (30) days from the date of quotation. Prices are subject to change without notice as prices are based on the cost of raw materials at the time of delivery. The quoted price does not include applicable taxes such as city, state or federal, sales, use, or excise taxes. All taxes and charges shall be Buyer's responsibility and may be added to the invoice as a separate and additional charge to Buyer unless an acceptable exemption certificate is presented to Venture. Venture shall also have the right to separately bill Buyer, at any time, for any taxes and charges that are attributable to this sale that Venture may be required to pay. Buyer shall reimburse Venture on demand for all such amounts
- 3. Payment Terms. The payment terms specifically stated on Venture's contract and/or invoices shall apply. To the extent Venture's contract or invoice does not contain specific payment terms, the applicable payment terms shall be net thirty (30) days after invoice. Buyer agrees to provide Venture with information, including, but not limited to, a completed credit application, requested by Venture to enable Venture to determine, in Venture's sole satisfaction, such financial condition and payment performance. Venture reserves the right to require revised payment terms, a letter of credit to secure payment, a security agreement, a guaranty or other such measures as may be determined to be necessary by Venture, in its sole discretion. Invoices not paid within the applicable payment term shall have a service charge added to the amount due of one and one half percent (1 ½ %) per month. Buyer shall reimburse Venture for any and all expenses, including reasonable attorneys' fees, incurred by Venture in the collection of any delinquent account or enforcing its rights with respect to Buyer.
- 4 <u>Website Design & Maintenance, and Social Media Campaigns.</u> Venture shall design and maintain, as applicable, Buyer's website (including mobile compatibility if requested), social media campaigns (including content development and advertising), that shall satisfy the specifications set forth in the contract and/or statement of work agreed to by Buyer. The website design & maintenance, and social media campaign services to be provided shall be set forth and agreed to by Buyer in the contract or statement of work.
- a <u>Data Protection Compliance</u>. As part of the services referred to in the contract or statement of work, Venture agrees to apply no less than current industry standard practices, means, and procedures to protect and maintain the security, integrity, and privacy of buyer's data, customer personal information and transaction data, which may be collected, processed, transmitted, or stored by the configuration of the website.
- b. Data Processing & Custom Audiences Facebook, Instagram, Google and other third party advertising tools ("Third Party Advertising Tools") may enable you to create an audience using your own data, including but not limited to: names, e-mail address or phone numbers ("custom audience"). While using these third party advertising tools, your data is stored locally on your own system (the "stored data") before you upload and share it to the third party advertising tool used to create a custom audience. Without limiting any agreement between you and any third party advertising tool by clicking "I accept", sharing stored data with a third party advertising tool, or using custom audiences or advertising, you agree to the following:
 - i. Represent and warrant, without limitation, that you have all necessary rights and permissions and a lawful basis to disclose and use the stored data in compliance with all applicable laws, regulations, and industry guidelines. If you are using a third party advertising tool identifier to create a custom audience, you must have obtained the identifier directly from the data subject in compliance with these terms.
 - ii. Only provide Venture Creations with stored data that is owned by you as the advertiser and not to augment or supplement the data with other data except as expressly authorized by the third party advertising tool. You represent and warrant that you have the authority to use such data
 - iii. Represent and warrant that the stored data does not pertain to any individual or participant who has by direct or indirect communication, opted out of having their data disclosed and used by you on your behalf for targeted advertising. Furthermore, to the extent an individual exercises an opt-out after you have used data pertaining to the specific individual in order to create a custom audience, you will remove the specific individual from your custom audience.
 - iv. Allow third party advertising tools to use stored data for matching purposes. Third party advertising tools will not share the stored data with other third parties or advertisers and will delete stored data promptly after the match process is complete. Third party advertising tools will maintain the confidentiality and security of the stored data and the collection of third party

advertising tool User IDs that comprise the custom audience(s) created from your stored data (your custom audiences(s)), including by maintaining technical and physical safeguards that are designed to (a) protect the security and integrity of data while it is within the third party advertising tool systems and (b) guard against the accidental or unauthorized access, use, alteralion or disclosure of data within the third party advertising tool systems.

v. Acknowledge third party advertising tools will not provide access to information about the custom audience(s) to other third parties or other advertisers, use your custom audience(s) to append to the information we have about our users or build interest-based profiles, or use your custom audience(s) except to provide services to you, unless we have your permission or are required to do so by law.

vi Acknowledge third party advertising tools may modify, suspend or terminate access to, or discontinue the availability of, the custom audience feature at any time, Furthermore, you may also discontinue your use of the custom audience feature at any time. You may delete your custom audience(s) from the third party advertising tool system at any time through your account tools.

vii, Not sell or transfer custom audiences, or authorize any third party to sell or transfer custom audiences.

viii. Grant, to the extent applicable, permission to govern the provision by you of stored data to Venture Creations and to use your custom audience feature, and to use your custom audiences for advertising. These terms do not replace any terms applicable to your purchase of advertising inventory from third party advertising tools (including but not limited to the Facebook Advertising Guidelines at

Facebook Advertising Guidelines at https://www.facebook.com/ad_guidelines.php), and such terms will continue to apply to your ad campaigns targeted to your custom audience(s). The custom audience feature is part of third party advertising tool and found under Terms of Service at http://www.facebook.com/legal/terms, the "Terms", and your use of the custom audience feature (including your use of data) is deemed part of your use of, and actions on, third party advertising tool. In the event of any express conflict between these Custom Audience Terms and the Terms, the Custom Audience Terms will govern solely with respect to your use of the custom audience feature and solely to the extent of the conflict. Third party advertising tools reserve the right to monitor or audit your compliance with these terms and to update these terms from time to time.

ix. Accept the sole responsibility to, and hold Venture Creations harmless and unaccountable for the compliance of your website's privacy policy to, include (a) information on each landing page containing a pixel or cookie collecting tool that clearly links to an explanation that third party advertising tools may use cookies, web beacons and other storage technologies to collect or receive information about them (b) how users can opt-out of the collection and use of their information for ad targeting and (c) where a user can access a mechanism for exercising such choice.

- c. Buyer Data Ownership and Use. Venture agrees that all Buyer transaction data from Buyer's website activity, and all Buyer customer and website contact information including all individually or personally identifiable information, whether collected, used, stored or transmitted on, through or via the website, remains solely Buyer's data and property, and shall be treated as such for purposes of Section 4a, above. Buyer grants permission to Venture to use, and Venture will only use such Buyer data in the manner and for the purposes set forth in these Terms and Conditions, and the contract or statement of work, or otherwise authorized by Buyer. Upon termination of Venture's services for any reason, all such Buyer data and property shall revert to Buyer and no copies nor usage or disclosure thereof shall be made by Venture.

 d. Buyer Content Buyer assumes sole responsibility for (a)
- d. <u>Buyer Content</u> Buyer assumes sole responsibility for (a) acquiring any authorization(s) necessary for hypertext links to third party websites, (b) the accuracy of materials on the website, including, without limitation, Buyer content, descriptive claims, warranties, guarantees, nature of business and address where business is conducted, and (c) ensuring that the Buyer content does not infringe or violate any right of any third party. Notwithstanding the foregoing, Venture reserves the right, in its sole discretion, to exclude or remove from the website any hypertext links to third party websites, any Buyer content on the website, or other content not supplied by Venture which, in Venture's sole-reasonable discretion, may violate or infringe any law or third party rights or which otherwise exposes or potentially exposes Venture to civil or criminal liability.
- 5. Proprietary Rights of Buyer. As between Buyer and Venture, all materials provided by Buyer to Venture for incorporation into the Buyer's websites, video or social media, including any images, photographs, illustrations, graphics, media or text (collectively, "Buyer Content") shall remain the sole and exclusive property of Buyer, including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights. Except as provided in this Section 5, nothing in these Terms and Conditions shall be construed to grant Venture any ownership right in, or license to, the Buyer Content provided by Buyer to Venture. Buyer grants to Venture a non-exclusive, worldwide, royalty-free license for the term of Buyer's contract with Venture to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display and otherwise use Buyer

Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the parties to this Agreement.

- Reliance. Each party acknowledges that it has had full opportunity to consult with such legal and financial advisors as it has deemed necessary or advisable in connection with its decision knowingly to enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties or statements that the other party has made, other than those representations, warranties and statements made under this Agreement.
- No Waiver. No waiver of a breach of this Agreement shall be deemed a waiver of any other breach of the same or any other provision of this Agreement.

k. <u>Third Parties.</u> This Agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

- Notices All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given (i) when delivered in person to the recipient, (ii) 48 hours after deposit in the United States Mail, by certified mail, postage prepaid, addressed to the party at its address set forth above or at another address as the party shall designate by providing notice under this Section; (iii) when Federal Express or comparable express delivery services delivers the notice to the recipient; (iv) when the recipient receives the notice by electronic mail to the correct
- electronic mail address of the recipient, as confirmed in electronic notice to the sender.

 m. <u>Counterpart Executions: Facsimiles and Electronic Mail.</u> The parties may execute the Agreement in any number of counterparts with the same effect as if all parties had signed the same physical document. Each party may transmit the executed copies in an imaged format to the other parties by facsimile or electronic mail, and the imaged copies shall have the same effect as if all parties had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

Ambiguities. Any term of this Agreement which is found to be ambiguous shall not be construed against Venture.

Company Representative:

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Community-Wide Business Marketing Plan: June 2019 - I	
Marketing Income	
Co-op Marketing Opportunites	\$ 5,000.0
DDA (confirmed)	\$ 40,000.00
Lowell Area Community Fund (received \$40,000)	\$ 50,000.00
Total Revenue:	\$ 95,000.00
Marketing Expenses	
Advertising using the various means of media	
Radio	\$ 15,000.00
TV/Cable	\$ 21,100.00
On-line Marketing (Facebook and other online opportunties)	\$ 20,000.00
Print (local papers, flyers, inserts and post cards)	\$ 16,000.00
Video Production	\$ 13,000.00
Billboard	\$ 5,000.00
Promotional Items (Lowell Bucks, bags,water & misc)	\$ 1,000.00
Supplies and Mailings	\$ 1,500.00
Chamber Business Marketing Plan Administration - 80 hours X \$30 hour	\$ 2,400.00
Total Expenses:	\$ 95,000.00



CASE STUDY

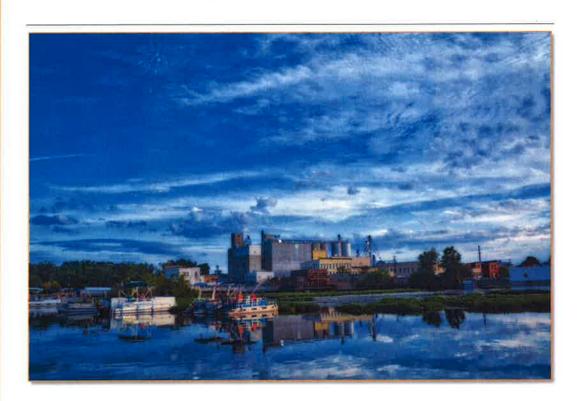
FOR



Social Media Advertising
+
Photo/Video



Lowell Chamber of Commerce



Client

Lowell Chamber of Commerce

Featured products

The City of Lowell

Industry

Tourism, Business

Target audience

Men & Women, Ages 24-54

Geos

Geographic Radius Surrounding Lowell

Campaign Duration

September 2017 – August 2018





Consideration – Event Response Ads

Ads retargeted to key web traffic visitors

Audience Reached: 60,542

Total Event Responses: 5,236

 Click Through Rate: 1.24% (12.4x better than digital banner advertising)



Summary of Results

- **5,236** Event Responses
- 7,621 Link Clicks, driving new traffic to their website
- Over 1.2 million total Ad Impressions
- 587 people shared the ads with their friends
- Responded to 191 comments on the ads
- **359** Facebook Page Likes
- Overall Click-through-rate was 6.3x more effective than digital banner advertising for social media retargeting ads (National avg CTR% is 0.10%)

Annual Report on Status of Tax Increment Financing Plan

Send completed form to: Treas-StateSharePropTaxes@michigan.gov	City of Lowell, Michigan	TIF Plan #	For Fiscal Years ending in		
Issued pursuant to 2018 PA 57, MCL 125.4911 Filing is required within 180 days of end of Authority's fiscal year 2018-2019.	DDA	1	2019		
	Year AUTHORITY (not TIF plan) was created:	1992			
	Year TIF plan was created or last amended to extend its duration:	2011			
	Current TIF plan scheduled expiration date:	2033			
	Did TIF plan expire in FY19?	no.			
	Year of first tax increment revenue capture:	1994			
	Does the authority capture taxes from local or intermediate school districts, or capture the state -education tax? Yes or no?	no			
	If yes, authorization for capturing school tax:	Choose from list			
	Year school tax capture is scheduled to expire:				

Revenue:	Tax Increment Revenue	\$	567,947
	Property taxes - from DDA levy	\$	
	Interest	\$	5,495
	State reimbursement for PPT loss (Forms 5176 and 4650)	\$	- 2
	Other income (grants, fees, donations, etc.)	3	
	Total	\$	573,442
Tax Increment Revenues Received			
	From counties	\$	141,407
	From municipalities (city, twp, village)	\$	358,137
	From libraries (if levied separately)	\$	28,604
	From community colleges	\$	39,798
	From regional authorities (type name in next cell)	\$	-
	From regional authorities (type name in next cell)	\$	
	From regional authorities (type name in next cell)	\$	
	From local school districts-operating	\$	
	From local school districts-debt	S	
	*From intermediate school districts	S	No.
	From State Education Tax (SET)	\$	
	From state share of IFT and other specific taxes (school t	taxes) \$	- 1
	Total	\$	567,947
		-	
Expenditures	MAINTENANCE	\$	102,380
	ADMINISTRATION	\$	44,727
	COMMUNITY PROMOTION	\$	59,679
	CAPITAL OUTLAY	\$	16,848
			101010
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		\$ \$ \$	
Transfers to other municipal fund (list fund name)		\$ \$ \$	
Transfers to other municipal fund (list fund name) Transfers to other municipal fund (list fund name)	Transfer to Equipment Fund	\$ \$ \$	34,680
	Transfer to Equipment Fund Transfers to General Fund	\$ \$ \$ \$ \$ \$ \$ \$ \$	
		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	34,680
	Transfers to General Fund	\$ \$ \$ \$ \$ \$ \$ \$	34,680 151,273
Transfers to other municipal fund (list fund name)	Transfers to General Fund Total	\$ \$ \$ \$ \$ \$ \$ \$ \$	34,680 151,273
Transfers to other municipal fund (list fund name)	Transfers to General Fund Total *Principal	\$ \$ \$ \$ \$ \$ \$ \$	34,680 151,273

CAPTURED VALUES

CAPTURED VALUES						Overall Ta	x rates ca	ptured by TIF plan
PROPERTY CATEGORY	Current Taxable Val	e I	Initial (base year) Assessed Value		Captured Value		+	TIF Revenue
Ad valorem PRE Real	\$ 87	,963 \$	766,700	\$	108,263	25.2	2819000	\$2,737.09
Ad valorem non-PRE Real	\$ 29,26	,103 \$	12,496,800	\$	16,764,303	25.2	2819000	\$423,833.43
Ad valorem industrial personal	\$ 7,23	,500 \$	934,250	\$	6,304,250	25.2	2819000	\$159,383.42
Ad valorem commercial personal	\$ 2,44	,100 \$	5,015,100	\$	(2,572,000)	25.2	2819000	(\$65,025.05)
Ad valorem utility personal	\$	- \$		\$		0.0	0000000	\$0.00
Ad valorem other personal	\$. \$		5	÷	0.0	0000000	\$0.00
IFT New Facility real property, 0% SET exemption	\$ 2,48	,300 \$		\$	2,486,300	12.6	8409500	\$31 <mark>,429.19</mark>
IFT New Facility real property, 50% SET exemption	\$	- \$		\$		0.0	0000000	\$0.00
IFT New Facility real property, 100% SET exemption	\$	\$		\$		0.0	0000000	\$0.00
IFT New Facility personal property on industrial class land	\$ 1,23	300 \$		\$	1,233,300	12.6	8409500	\$15,590.08
IFT New Facility personal property on commercial class land	\$	- \$		\$		0.0	0000000	\$0.00
IFT New Facility personal property, all other	\$	- \$		\$	¥	0.0	0000000	\$0.00
Commercial Facility Tax New Facility	\$	- \$		\$		0.0	0000000	\$0.00
IFT Replacement Facility (frozen values)	\$	- \$		\$		0.0	0000000	\$0.00
Commercial Facility Tax Restored Facility (frozen values)	\$	- \$		\$		0.0	0000000	\$0.00
Commercial Rehabilitation Act	\$	- \$		\$		0.0	0000000	\$0.00
Neighborhood Enterprise Zone Act	\$	3 \$		\$	2	0.0	0000000	\$0.00
Obsolete Property Rehabilitation Act	\$	- \$		\$		0.0	0000000	\$0.00
Eligible Tax Reverted Property (Land Bank Sale)	\$	- \$	N	\$	<u> </u>	0.0	0000000	\$0.00
Exempt (from all property tax) Real Property	\$	- \$		\$	*	0.0	000000	\$0.00
Total Captured Value		s	19,212,850	\$	24,324,416			\$567,948.18 Total TIF Revenue

Interest \$ Total \$ = Bond Reserve Fund Balance \$ \$

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Tax Increment Revenue Specific Taxes Allowable for Capture by PA 57 Authorities As of January 1, 2019

Former Public Act (now repealed)	DDA 197	TIFA 450	LDFA 281	NSRA 35	CIA 280	WRITIFA 94	NIA 61
Year	1975	1980	1986	1867	2005	2008	2007
2018 PA 57 MCL Citation for "specific tax" definition	125.4201.new (aa)	125.4301.new (w)	125,4402.new (hh)	125.4523.new (9)(e)	125.4603.new (e)	125.4703.new (d)	125.4803.new (e)
PA 189 of 1953 Lessees/Tax Exempt Property	X	X	X	X,	X	Х	X
PA 198 of 1974 IFT	X	Х	X	Х	Х	Х	Х
PA 255 of 1978 CFT	X	X	X	X	X	Х	Х
PA 385 of 1984 Tech Park	X	X	X	X	X	Х	Х
PA 224 of 1985 Enterprise Zone			X				
PA 147 of 1992 NEZ				X			X
PA 146 of 2000 OPRA			X	X			
PA 260 of 2003 Eligible Tax Reverted Property (Land Bank 5/50) Tax	- II						
PA 210 of 2005 Commercial Rehabilitation				X			Х

Blue highlighted cells—properties located in renaissance zones are exempt from these taxes to the degree listed in 1996 PA 376 at MCL 125.2689 (same extent as ad valorem taxes)

Yellow highlighted cells--properties located in renaissance zones are exempt from these taxes to the degree listed in the respective public acts (same as the others, just exempted in the individual acts instead of in the RenZone Act)