



301 East Main Street
Lowell, Michigan 49331
Phone (616) 897-8457
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CITY OF LOWELL
CITY COUNCIL AGENDA
MONDAY, JUNE 3, 2019, 7:00 P.M.

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

2. CONSENT AGENDA

- Approval of the Agenda.
- Approve and place on file the minutes of the regular May 20, 2019 City Council meeting.
- Authorize payment of invoices in the amount of \$72,672.30.

3. CITIZEN DISCUSSION FOR ITEMS NOT ON THE AGENDA

IF YOU WISH TO ADDRESS AN AGENDA ITEM, PUBLIC COMMENT FOR EACH ITEM WILL OCCUR AFTER THE INITIAL INFORMATION IS SHARED ON THE MATTER AND INITIAL DELIBERATIONS BY THE PUBLIC BODY. PUBLIC COMMENT WILL OCCUR BEFORE A VOTE ON THE AGENDA ITEM OCCURS.

4. OLD BUSINESS.

- a. Ware Road Landfill
- b. Unity School
- c. Small Urban Project – Monroe Street
- d. Lowell Township Future Water and Sewer Services Agreement
- e. City Income Tax

5. NEW BUSINESS

- a. Ordinance 19-02 – To add Chapter 26, “City Income Tax,” of the Code of Ordinances of the City of Lowell.
- b. Resolution 20-19 – Proposing an amendment to the Charter of the City of Lowell to authorize an income tax.
- c. Resolution 21-19 – Proposing an amendment to the Charter of the City of Lowell to set a property tax limitation during any year that an excise tax on income is in effect in the City.
- d. Foreman Building Roof Repair
- e. Resolution 22-19 – Fairground Lease Agreement with Kent County Youth Fair

6. BOARD/COMMISSION REPORTS

7. MANAGER’S REPORT

8. APPOINTMENTS

9. COUNCIL COMMENTS

10. ADJOURNMENT

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



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MEMORANDUM

TO: Lowell City Council
FROM: Michael Burns, City Manager
RE: Council Agenda for Monday, June 3, 2019

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4. OLD BUSINESS

- a. Ware Road Landfill. City Manager Mike Burns will provide an update.
- b. Unity School. City Manager Mike Burns will provide an update.
- c. Small Urban Project – Monroe Street. Memo is provided by City Manager Mike Burns.

Recommended Motion: That the City Council direct me to send a letter of commitment to the City of Lowell's local share for construction of Monroe Street.

- d. Lowell Township Future Water and Sewer Services Agreement. City Manager Mike Burns will provide an update.
- e. City Income Tax. City Manager Mike Burns will provide an update.

5. NEW BUSINESS

- a. Ordinance 19-02 – To add Chapter 26, “City Income Tax,” of the Code of Ordinances of the City of Lowell. Memo is provided by City Manager Mike Burns.

Recommended Motion: That the Lowell City Council approve Ordinance 19-02.

- b. Resolution 20-19 – Proposing an amendment to the Charter of the City of Lowell to authorize an income tax. Memo is provided by City Manager Mike Burns.

Recommended Motion: That the Lowell City Council approve Resolution 20-19.

- c. Resolution 21-19 – Proposing an amendment to the Charter of the City of Lowell to set a property tax limitation during any year that an excise tax on income is in effect in the City. Memo is provided by City Manager Mike Burns.

Recommended Motion: That the Lowell City Council approve Resolution 21-19.

- d. Foreman Building Roof Repair. Memo provided by Assistant City Manager Rich LaBombard.

Recommended Motion: That the Lowell City Council award the roof and fascia repair to Risner Roofing of Lowell, Michigan not to exceed \$23,500 to make repairs to the Foreman Building.

- e. Resolution 22-19 – Fairground Lease Agreement with Kent County Youth Fair. Memo is provided by City Manager Mike Burns.

Recommended Motion: This would be an action item for the July 1, 2019 City Council meeting. No action this evening.

6. BOARD/COMMISSION REPORTS

7. MANAGER’S REPORT

8. APPOINTMENTS

9. COUNCIL COMMENTS

10. ADJOURNMENT

**PROCEEDINGS
OF
CITY COUNCIL
OF THE
CITY OF LOWELL
MONDAY, MAY 20, 2019, 7:00 P.M.**

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

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

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

Absent: None.

Also Present: City Manager Michael Burns, Chief of Police Steve Bukala, City Clerk Sue Ullery, City Treasurer Sue Olin and Lowell Light & Power General Manager Steve Donkersloot.

2. APPROVAL OF THE CONSENT AGENDA.

- Approval of the Agenda.
- Approve and place on file the minutes of the open and closed special meetings of the City Council and Lowell Light & Power meetings of May 6, 2019 and the minutes of the Regular City Council meeting of May 6, 2019.
- Authorize payment of invoices in the amount of \$95,492.13.

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

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

NO: None.

ABSENT: None.

MOTION CARRIED.

3. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA.

Perry Beachum who resides at 924 Riverside Drive thanked the Council and City Manager Michael Burns for allowing him to put a fence in at the Oakwood Cemetery and then thanked the volunteers: Marty & Cody Chambers, Jeff & Tina Dickerman, Eric Bartkus, Bob Pfaller, Dale Dawson, Roger Cahoon and Teresa Beachum for helping erect the fence at Oakwood Cemetery and also those that financially have supported this private endeavor.

4. OLD BUSINESS

a. Ware Road Landfill.

City Manager Michael Burns stated in late April, he had received a notice from the Michigan Environmental, Great Lakes and Energy Department (EGLE) pertaining to the Ware Rd. Landfill owned by the City. We were informed of a report from 1987 that indicated groundwater contamination existed at the property from landfill leachate. At the time, levels of Tetrachloroethylene, Dichloromethane and Carbon Tetrachloride above the minimal impact levels were detected. In the 1980's there was communication between the then Department of Natural Resources (DNR) and the City to take steps to address this but it appears there was no action taken by the City nor prompting from the DNR to do so.

In the letter, we were directed to communicate and begin taking remediation actions as required by Part 201 of the Michigan Natural Resources and Environmental Protection Act, Public Act 451 of 1994 by May 30, 2019. Burns then contacted the City Attorney who had Sharon Newlon, an environmental attorney from Dickinson Wright assist him with this. It was determined that an environmental engineering firm needed to be contacted to begin analysis. Burns was referred to BLDI Environmental Engineering, a Grand Rapids based firm experienced in handling these matters. Since time was of the essence, Burn engaged BLDI to work on the City's behalf under City Ordinance 2.72 as he deemed this necessary and emergency action. Burns then introduced Joe Berlin, the President of BLDI to explain how his company will be managing the situation and explain with EGLE requests of the City and the potential impacts.

Joe Berlin of BLDI then explained the process and breakdown of what would happen if the City Council continued to move forward with BLDI Environmental Engineering.

Council asked several questions and agreed to move forward with BLDI.

b. Broadway.

City Manager Michael Burns stated Brian Vilmont with Prein & Newhof is here to discuss the change order on the Braodway project.

Brian Vilmont from Prein & Newhof then spoke and explained the change order and he also stated we are going to need to discuss the alley and the railroad section and how to complete it.

Councilmembers Chambers and Canfield both asked Vilmont several questions regarding the change order and the increase in expense and feel the City has already put plenty of funding into this project.

c. Javo Construction Lowell Showboat VI Construction Project Manager.

City Manager Michael Burns introduced Jim VanOverloop, owner of JAVO Construction of Hudsonville, who explained the process and complexity of the showboat construction and the reason for the amount of hours he will be managing the project.

Councilmembers asked him several questions and were concerned about the cost.

IT WAS MOVED BY CANFIELD and seconded by CHAMBERS to accept JAVO Constructions proposal to provide Construction Project Management services for the Lowell Showboat VI Project for an estimated total not to exceed \$78, 400, subject to the formulation of an agreement where content is approved by the City Manager and form approved by the City Attorney, whereby signed by the Mayor and City Clerk to sign on behalf of the City.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

d. City Income Tax.

City Manager Michael Burns updated Council on City Income Tax and stated he is currently in the process of putting together some frequently asked questions for the street project. The ballot proposal will be presented at a Council meeting and a question/answer page will be added to the City's website on a page devoted to the street project. Burns stated Rich LaBombard, Dave Austin and himself met to discuss a street plan if the income tax passed and also, if it did not pass. They drove all the streets of the

City, made a sketch of what roads needs to be repaired and in what order by degree of utility projects needed to be complete, then most deteriorated and most frequently traveled. Burns will come back to Council with updated details and plans in a few weeks.

5. **NEW BUSINESS**

a. **National Public Works Week May 19-25.**

City Manager Michael Burns stated in accordance with the tradition of the American Public Works Association, those who work in professions that provide and maintain public facilities and services will be honored during National Public Works Week, May 19-25, 2019. The week is intended to highlight those public servants and celebrate their contributions to the profession and the community they serve as well as enlighten the public about the duties, practices and goals of public works professionals. This year's theme is "Public Works – It Starts Here". Public Works professionals include those who manage water, sewer, and storm systems, and those who are responsible for maintaining public building and grounds. They are the people who maintain and improve the systems and services vital to a community's health, safety and comfort. Please take a moment to thank your public works professionals this week for a job well done.

b. **Public Hearing – Resolution 19-19 Adopting the City of Lowell Annual Budget/Fiscal Year 2019-2020.**

Mayor DeVore opened the public hearing.

There were no comments.

Mayor DeVore closed the public hearing.

IT WAS MOVED BY CHAMBERS and seconded by YANKOVICH to approve Resolution 19-19 Adopting City of Lowell Annual Budget for fiscal year 2019-2020, approving millage levies, approving schedule of rates and fees and other matters related thereto.

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

NO: None.

ABSENT: None.

MOTION CARRIED.

6. **BOARD/COMMISSION REPORTS.**

Councilmember Chambers stated he had attended the Lowell Light & Power meeting. They do an amazing job and they are getting some new lines ran down under the river so we can make the power better and have better backups.

Councilmember Yankovich stated the Look Foundation is supporting the Lowell Arts and awarded them their grant funding request that will be used for renting out their facilities for events, anniversaries, showers, etc. and also awarded Flat River Outreach Ministries their grant funding request to install a camera security system throughout their building.

Mayor DeVore covered the Arbor Board meeting for Councilmember Salzwedel on Monday where they

created a policy that is uniform when making plaques for commemorative trees and tweaked the policy that was already in place. They are also working on a replacement tree plan for the City trees that need replacing and deciding which trees to do first and what type of trees to replace them with.

7. **MANAGER'S REPORT.**

City Manager Michael Burns reported on the following:

- Rich LaBombard's last day with the City of Lowell will be June 7, 2019 and we have posted the position for Assistant City Manager in the Trade Magazine, Michigan Municipal League, American Public Water Works Association and the Michigan World Water Association Website. June 4, 2019 is the deadline for that.
- Burns also thanked Perry Beachum and the other Councilmembers and volunteers that put in the Oakland Cemetery fence on Saturday. It looks really good.
- Last week was National Police Week and wanted to recognize that and thank our police department for the great work they do.
- We have been informed that Lighthouse has started trickling us the processed water very slowly and this is good news.
- We received a rebate for \$1,674.50 through the Grand Valley Metro Council for our Regis dues This is the GIS System that is in use for Kent County and they have continued to improve services, keep the cost down and give rebates back for the last 5 or 6 consistent years.
- Wanted to inform the Council that we will be hiring a new Department of Public Works water maintenance worker whose name is Cody Soyka. He is a lifelong Lowell resident and worked on the Fire Department for a couple of years and also LA Trim for many years. He will begin with the City on June 4, 2019 and we are very excited to bring him aboard to the staff.
- Reminder for the Council on June 29, 2019 the Lowell Showboat Garden Club will be hosting their 70th Anniversary that day. Burns believes it is from 5-7.
- Lastly, a reminder of the Memorial Day Parade on Monday, May 27, 2019 starting at 10:30 am.

8. **APPOINTMENTS.**

The Historic District Commission has an appointment opening.

The Construction Board of Appeals has an appointment opening.

The Planning Commission has an application for the opening and it was a consensus of the Council to appoint Michael Gadula to the Planning Commission Board.

Council also reappointed Perry Beachum to the Arbor Board and reappointed Amanda Schrauben to the Planning Commission.

9. **COUNCIL COMMENTS.**

Councilmember Yankovich thanked Perry Beachum for heading the Oakland Cemetery fence project.

Councilmember Chambers thanked Brian Vilmont from Prein & Newhof and also thanked the DPW for doing an awesome job, even when they are short-staffed.

Councilmember Canfield agreed with Chambers and thanked the DPW staff, also thanked Perry Beachum and the volunteers for the great work on the Oakland Cemetery fence and thanked Chief of Police Steve Bukala and his staff for the great job they do. Also wanted to bring up the issue of residents using the river for dumping their lawn brush and waste. It ends up down at the dam and causes problems for King Milling so we need to address that.

Mayor DeVore thanked Perry Beachum, Chief Bukala, the DPW and EMS as it is also EMS week this week.

10. **ADJOURNMENT.**

IT WAS MOVED SALZWEDEL and seconded by CHAMBERS to adjourn at 8:14 p.m.

DATE:

APPROVED:

Mike DeVore, Mayor

Sue Ullery, Lowell City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 19-19

**RESOLUTION ADOPTING CITY OF LOWELL ANNUAL
BUDGET FOR FISCAL YEAR 2019-20, APPROVING
MILLAGE LEVIES, APPROVING SCHEDULE OF RATES
AND FEES AND OTHER MATTERS RELATED THERETO**

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

WHEREAS, the City Manager has prepared and presented to the City Council at its meeting on April 15, 2019, a proposed complete itemized annual budget for the 2019-20 fiscal year of the City (the "FY 19-20 Budget") in accordance with the City Charter, applicable State of Michigan law and applicable federal law and regulations, if any; and

WHEREAS, after the FY 19-20 Budget was presented to the City Council, a copy has been available for public inspection at City Hall at the office of the City Clerk; and

WHEREAS, the City Charter requires that before the FY 19-20 Budget may be considered for adoption by the City Council the City Council shall hold a public meeting; and

WHEREAS, a public hearing on the FY 19-20 Budget, properly noticed as referenced by Section 8.4 of Chapter 8 of the City Charter and Section 2 of Act 43 of the Public Acts of Michigan of 1963, as amended (2nd Ex. Sess.), was held at 7:00 p.m. on May 20, 2019, in the City Council Chambers in City Hall at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the City Charter requires that the City Council adopt a budget for the City for the 2019-20 fiscal year of the City not later than the first Monday in June, including the amount to be levied in such fiscal year on taxable real and personal property in the City to meet the requirements of the FY 19-20 Budget; and

WHEREAS, in connection with the approval of the FY 19-20 Budget, the City Council desires to approve a schedule of rates and fees to be applicable in the City commencing at the beginning of the City's 2019-20 fiscal year.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the FY 19-20 Budget as presented at this meeting, including modifications, if any, made at the time of public hearing and noted in the FY 19-20 Budget document, is hereby adopted.

2. That for the 2019-20 fiscal year of the City there shall be levied on all taxable real and personal property in the City (a) a general *ad valorem* tax rate of 15.70 mills for general purposes (i.e., administration, fire, police, parks and recreation, etc.), and (b) a general *ad valorem* tax rate

of 0.2423 mills for improvements to, and operation of, the public museum. The total 2019-20 fiscal year City general *ad valorem* tax levy on all taxable real and personal property in the City is 15.9423 mills.

3. That in accordance with the FY 19-20 Budget, the following are the estimated City revenues and expenses for the 2019-20 fiscal year of the City:

REVENUES

General Fund, \$3,246,032.79
Major Street Fund, \$346,784.00
Local Street Fund, \$324,302.00
Historic District Fund, \$50,000.00
Downtown Development Authority Fund, \$548,494.00
Building Inspectors Fund, \$90,000.00
Designated Contributions Fund, \$583,500.00
Airport Fund, \$67,916.00
Wastewater Fund, \$1,470,303.00
Water Fund, \$1,229,623.00
Cable Fund, \$110,000.00
Light and Power Fund, \$8,952,900.00
Data Processing Fund, \$80,274.00
Equipment Fund, \$281,003.46
Lee Fund, \$5,000.00
Look Fund, \$20,000.00

APPROPRIATIONS

General Fund, \$3,179,818.25
Major Street Fund, \$149,656.66
Local Street Fund, \$348,299.26
Historic District Fund, \$50,000.00
Downtown Development Authority Fund, \$789,787.19
Building Inspectors Fund, \$90,000.00
Designated Contributions Fund, \$583,500.00
Airport Fund, \$74,000.00
Wastewater Fund, \$1,539,437.01
Water Fund, \$1,375,845.12
Cable Fund, \$110,000.00
Light and Power Fund, \$9,580,002.00
Data Processing Fund, \$73,300.00
Equipment Fund, \$439,863.85
Lee Fund, \$5,000.00
Look Fund, \$20,000.00

4. That in a Fund where total appropriations exceed estimated revenue the City has determined that there is sufficient surplus, or undesignated fund balance, in the Fund to meet the requirements of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of Michigan of 1968, as amended (“Act 2”).

5. That pursuant to the provisions of Act 2, the City Manager is hereby authorized to make budgetary transfers within the identified fund in the FY 19-20 Budget or between identified activities within a fund. All other budgetary transfers in the FY 19-20 Budget shall be in accordance with Act 2 when City Council approval is required.

6. That the City Manager or his designee(s) is authorized to make expenditures budgeted in the FY 19-20 Budget in accordance with applicable law, ordinances, rules, regulations and policies.

7. That the Schedule of Rates and Fees presented at this meeting is approved to be effective July 1, 2019.

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

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

NAYS: Councilmembers None

ABSTAIN: Councilmembers None

ABSENT: Councilmembers None

RESOLUTION DECLARED ADOPTED.

Dated: May 20, 2019


Susan Ullery, City Clerk

CERTIFICATION

I, the undersigned Clerk of the City of Lowell, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, at a meeting held on May 20, 2019, and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: May 20, 2019


Susan Ullery, City Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-084.015	DUE FROM FIRE AUTHORITY	COMCAST CABLE	ACCOUNT STATEMENT	209.91	72851
101-000-084.015	DUE FROM FIRE AUTHORITY	VERGENNES BROADBAND	INTERNET SERVCIES	28.58	72865
101-000-085.000	DUE FROM LIGHT & POWER	COMCAST CABLE	ACCOUNT STATEMENT	209.91	72851
101-000-085.000	DUE FROM LIGHT & POWER	VERGENNES BROADBAND	INTERNET SERVCIES	58.58	72865
101-000-222.000	DUE TO COUNTY-TRAILER FEE	KENT COUNTY TREASURER	TRAILER FEES	165.50	72855
101-000-225.000	DUE TO SET -TRAILER FEES	KENT COUNTY TREASURER	TRAILER FEES	662.00	72855
101-000-285.004	CREEKSIDE DEPOSIT	HELDER, DOUG	CREEKSIDE PARK DEPOSIT	50.00	72880
Total For Dept 000				1,384.48	
Dept 172 MANAGER					
101-172-955.000	MISCELLANEOUS EXPENSE	ULLERY, SUSAN	REIMBURSEMENTS & MILEAGE	25.82	72864
Total For Dept 172 MANAGE				25.82	
Dept 191 ELECTIONS					
101-191-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA STATEMENT	145.52	72843
101-191-740.000	OPERATING SUPPLIES	BROWN, AMY	ELECTION REIMBURSEMENT	16.37	72848
101-191-740.000	OPERATING SUPPLIES	ULLERY, SUSAN	REIMBURSEMENTS & MILEAGE	15.37	72864
Total For Dept 191 ELECTI				177.26	
Dept 215 CLERK					
101-215-860.000	TRAVEL EXPENSES	ULLERY, SUSAN	REIMBURSEMENTS & MILEAGE	114.83	72864
101-215-864.000	CONFERENCES & CONVENTIONS	VISA	MERCANTILE VISA STATEMENT	700.00	72843
Total For Dept 215 CLERK				814.83	
Dept 265 CITY HALL					
101-265-730.000	POSTAGE	PURCHASE POWER	ACCOUNT STATEMENT	534.99	72859
101-265-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA STATEMENT	48.36	72843
101-265-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICE	64.45	72881
101-265-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 5/15 -	360.00	72882
101-265-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	209.91	72851
101-265-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET SERVCIES	43.52	72865
Total For Dept 265 CITY H				1,261.23	
Dept 276 CEMETERY					
101-276-740.000	OPERATING SUPPLIES	CENTEC CAST METAL PRODUCT	CIVIL WAR MARKERS - CEMET	44.42	72850
101-276-740.000	OPERATING SUPPLIES	CENTEC CAST METAL PRODUCT	CEMETERY WW 2 & VETERAN M	107.22	72850
101-276-850.000	COMMUNICATIONS	DEJONG, DON	PHONE JUNE	30.00	72878
101-276-930.000	REPAIR & MAINTENANCE	THORNAPPLE RIVER NURSERY,	PROMIX FOR CEMETERY	200.00	72863
Total For Dept 276 CEMETE				381.64	
Dept 301 POLICE DEPARTMENT					
101-301-624.000	SALVAGE INSPECTION FEES	VISA	MERCANTILE VISA STATEMENT	347.34	72843
101-301-727.000	OFFICE SUPPLIES	VISA	MERCANTILE VISA STATEMENT	98.62	72843
101-301-740.000	OPERATING SUPPLIES	ANGEL ARMOR	LPD SUPPLIES - STEPHENS	810.59	72875
101-301-744.000	UNIFORMS	NYE UNIFORM COMPANY CO	POLICE UNIFORMS	26.00	72857
101-301-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	209.85	72851
101-301-850.000	COMMUNICATIONS	SPRINT	ACCOUNT STATEMENT 4/10 -	60.00	72862
101-301-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET SERVCIES	43.58	72865
101-301-860.000	TRAVEL EXPENSES	VISA	MERCANTILE VISA STATEMENT	132.56	72843
101-301-931.000	R & M POLICE CARS	BETTEN BAKER	LPD EXPLORER 2014	35.98	72876
101-301-955.000	MISCELLANEOUS EXPENSE	VISA	MERCANTILE VISA STATEMENT	38.34	72843
101-301-955.000	MISCELLANEOUS EXPENSE	RDJ SPECIALTIES, INC.	POLICE STICKER BADGES	117.07	72860
101-301-957.000	TRAINING	VISA	MERCANTILE VISA STATEMENT	150.00	72843
Total For Dept 301 POLICE				2,069.93	
Dept 400 PLANNING & ZONING					
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	ENGINEERING SERVICES	2,410.00	72866
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	ENGINEERING CONSULTING	624.00	72866
101-400-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	ENGINEERING SERVICES	250.00	72866
101-400-801.000	SITE PLAN REVIEW RETAINER	WILLIAMS & WORKS INC.	ENGINEERING SERVICES	400.00	72866

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 400 PLANNING & ZONING					
Total For Dept 400 PLANNI				3,684.00	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICE	207.86	72881
101-441-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST MANAGEMENT	50.00	72884
101-441-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	209.91	72851
101-441-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET SERVCIES	28.58	72865
101-441-864.000	CONFERENCES & CONVENTIONS	VISA	MERCANTILE VISA STATEMENT	467.25	72843
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	354.99	72852
101-441-930.000	REPAIR & MAINTENANCE	LA BOMBARD, RICH	BALANCE OF INSURANCE FOR	365.18	72871
101-441-955.000	MISCELLANEOUS EXPENSE	LA BOMBARD, RICH	BALANCE OF INSURANCE FOR	365.19	72871
Total For Dept 441 DEPART				2,048.96	
Dept 747 CHAMBER/RIVERWALK					
101-747-920.000	CHAMBER UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	43.35	72852
Total For Dept 747 CHAMBE				43.35	
Dept 751 PARKS					
101-751-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATI	STONEY LAKESIDE PARK	304.00	72877
Total For Dept 751 PARKS				304.00	
Dept 790 LIBRARY					
101-790-802.000	CONTRACTUAL	RED CREEK WASTE SERVICES	TRASH SERVICE	47.50	72881
101-790-802.000	CONTRACTUAL	RUESINK, KATHIE	CLEANING SERVICES 5/15 -	210.00	72882
101-790-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT L	PEST MANAGEMENT	40.00	72884
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	443.18	72852
Total For Dept 790 LIBRAR				740.68	
Dept 804 MUSEUM					
101-804-887.000	CONTRIBUTIONS & MAINTENAN	STEALTH PEST MANAGEMENT L	PEST MANAGEMENT	40.00	72884
101-804-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	243.76	72852
Total For Dept 804 MUSEUM				283.76	
Total For Fund 101 GENERA				13,219.94	
Fund 202 MAJOR STREET FUND					
Dept 463 MAINTENANCE					
202-463-802.000	CONTRACTUAL	SANISWEEP, INC.	STREET SWEEPING M21	1,765.84	72861
Total For Dept 463 MAINTEN				1,765.84	
Dept 483 ADMINISTRATION					
202-483-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	GENERAL CONSULTING	593.03	72866
202-483-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	STREET ASSET MGMT	167.50	72866
Total For Dept 483 ADMINI				760.53	
Total For Fund 202 MAJOR				2,526.37	
Fund 203 LOCAL STREET FUND					
Dept 474 TRAFFIC					
203-474-740.000	OPERATING SUPPLIES	DORNBOS SIGN, INC	RR CROSSING SIGNS	193.69	72869
Total For Dept 474 TRAFFI				193.69	
Dept 483 ADMINISTRATION					
203-483-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	GENERAL CONSULTING	593.02	72866
203-483-801.000	PROFESSIONAL SERVICES	WILLIAMS & WORKS INC.	STREET ASSET MGMT	167.50	72866
Total For Dept 483 ADMINI				760.52	
Total For Fund 203 LOCAL				954.21	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 450 CAPITAL OUTLAY					
248-450-970.000	CAPITAL OUTLAY	SIGNS WITH DESIGN	REPAINT CITY HALL SIGNS	1,280.00	72883
Total For Dept 450 CAPITA				1,280.00	
Dept 463 MAINTENANCE					
248-463-740.000	OPERATING SUPPLIES	BFG SUPPLY	DDA SUPPLIES	37.12	72847
248-463-740.000	OPERATING SUPPLIES	THORNAPPLE RIVER NURSERY,	WOOD CHIPS	210.00	72885

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 463 MAINTENANCE					
			Total For Dept 463 MAINTENANCE	247.12	
			Total For Fund 248 DOWNTOWN	1,527.12	
Fund 260 DESIGNATED CONTRIBUTIONS					
Dept 276 CEMETERY					
260-276-691.000	LOCAL GRANTS	BEACHUM, PERRY	CEMETERY FENCE	802.28	72845
			Total For Dept 276 CEMETERY	802.28	
Dept 751 PARKS					
260-751-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA STATEMENT	84.24	72843
260-751-801.000	PROFESSIONAL SERVICES	HEARTHSTONE DESIGN STUDIO	APRIL 2019 SHOWBOAT CONSUMERS	1,875.00	72870
			Total For Dept 751 PARKS	1,959.24	
Dept 758 DOG PARK					
260-758-930.000	REPAIR & MAINTENANCE	CANFIELD PLUMBING & HEATING	LOWELL DOG PARK	99.00	72868
			Total For Dept 758 DOG PARK	99.00	
			Total For Fund 260 DESIGNATED CONTRIBUTIONS	2,860.52	
Fund 581 AIRPORT FUND					
Dept 000					
581-000-740.000	OPERATING SUPPLIES	NELSON, ERIC	AIRPORT GAS FOR MOWERS	269.35	72856
581-000-740.000	OPERATING SUPPLIES	CALEDONIA FARMERS ELEVATOR	AIRPORT GRASS SEED & SPREAD	2,343.00	72849
581-000-955.000	MISCELLANEOUS EXPENSE	VERGENNES BROADBAND	INTERNET SERVICES	49.99	72865
			Total For Dept 000	2,662.34	
			Total For Fund 581 AIRPORT FUND	2,662.34	
Fund 590 WASTEWATER FUND					
Dept 000					
590-000-043.000	DUE FROM EARTH TECH	COMCAST CABLE	ACCOUNT STATEMENT	209.91	72851
590-000-043.000	DUE FROM EARTH TECH	VERGENNES BROADBAND	INTERNET SERVICES	28.58	72865
			Total For Dept 000	238.49	
Dept 550 TREATMENT					
590-550-802.000	CONTRACTUAL	SUEZ WATER ENVIRONMENTAL	WWTP CONTRACT MAY 2019	37,882.00	72872
			Total For Dept 550 TREATMENT	37,882.00	
Dept 551 COLLECTION					
590-551-850.000	COMMUNICATIONS	VERIZON WIRELESS	ACCOUNT STATEMENT	20.01	72873
590-551-864.000	CONFERENCES & CONVENTIONS	VISA	MERCANTILE VISA STATEMENT	207.38	72843
590-551-930.000	REPAIR & MAINTENANCE	PLUMBERS ENVIRONMENTAL SERVICES	350 N CENTER JETTED SANITATION	745.00	72858
			Total For Dept 551 COLLECTION	972.39	
Dept 552 CUSTOMER ACCOUNTS					
590-552-703.000	SALARIES-METER READS	BARTLETT, SANDY	MILEAGE & PAYROLL MAY 2019	353.65	72846
590-552-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE & PAYROLL MAY 2019	30.45	72846
			Total For Dept 552 CUSTOMER ACCOUNTS	384.10	
			Total For Fund 590 WASTEWATER FUND	39,476.98	
Fund 591 WATER FUND					
Dept 570 TREATMENT					
591-570-802.000	CONTRACTUAL	ADT SECURITY SYSTEMS, INC	SECURITY SYSTEM WTP	38.27	72874
591-570-802.000	CONTRACTUAL	STEALTH PEST MANAGEMENT LLC	PEST MANAGEMENT	40.00	72884
591-570-802.000	CONTRACTUAL	TRUGREEN	WTP LAWN SERVICE	114.17	72886
591-570-850.000	COMMUNICATIONS	COMCAST CABLE	ACCOUNT STATEMENT	209.91	72851
591-570-850.000	COMMUNICATIONS	VERGENNES BROADBAND	INTERNET SERVICES	28.58	72865
			Total For Dept 570 TREATMENT	430.93	
Dept 571 DISTRIBUTION					
591-571-740.000	OPERATING SUPPLIES	VISA	MERCANTILE VISA STATEMENT	14.00	72843
591-571-850.000	COMMUNICATIONS	VERIZON WIRELESS	ACCOUNT STATEMENT	20.00	72873
591-571-864.000	CONFERENCES & CONVENTIONS	VISA	MERCANTILE VISA STATEMENT	218.05	72843
591-571-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	ACCOUNT STATEMENTS	47.30	72852

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF LOWELL
POST DATES 05/17/2019 - 05/29/2019
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 4/5

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 571 DISTRIBUTION					
591-571-930.000	REPAIR & MAINTENANCE	DIAMOND CONCRETE SAWING	SERVICE CALL MAIN & VALLE	300.00	72879
591-571-930.000	REPAIR & MAINTENANCE	DIAMOND CONCRETE SAWING	SURVEY UTILITIES MAIN & V	450.00	72879
Total For Dept 571 DISTRI				1,049.35	
Dept 572 CUSTOMER ACCOUNTS					
591-572-703.000	SALARIES-METER READS	BARTLETT, SANDY	MILEAGE & PAYROLL MAY 201	353.65	72846
591-572-860.000	TRAVEL EXPENSES	BARTLETT, SANDY	MILEAGE & PAYROLL MAY 201	30.45	72846
Total For Dept 572 CUSTOM				384.10	
Total For Fund 591 WATER				1,864.38	
Fund 636 DATA PROCESSING FUND					
Dept 000					
636-000-802.000	CONTRACTUAL	KENT COUNTY TREASURER	PICTOMETRY PROJECT 3RD BI	285.83	72854
636-000-802.000	CONTRACTUAL	APPLIED IMAGING	CITY HALL COPY MACHINE CO	377.24	72867
636-000-986.000	COMPUTER DATA PROCESSING	DELL MARKETING L P	COMPUTERS	4,917.37	72853
Total For Dept 000				5,580.44	
Total For Fund 636 DATA P				5,580.44	
Fund 715 LOOK FUND					
Dept 000					
715-000-880.000	COMMUNITY PROMOTION	CITY OF LOWELL	CEMETERY FENCING GRANT	2,000.00	1413
Total For Dept 000				2,000.00	
Total For Fund 715 LOOK F				2,000.00	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund Totals:

Fund 101	GENERAL FUND	13,219.94
Fund 202	MAJOR STREET FUN	2,526.37
Fund 203	LOCAL STREET FUN	954.21
Fund 248	DOWNTOWN DEVELOP	1,527.12
Fund 260	DESIGNATED CONTR	2,860.52
Fund 581	AIRPORT FUND	2,662.34
Fund 590	WASTEWATER FUND	39,476.98
Fund 591	WATER FUND	1,864.38
Fund 636	DATA PROCESSING	5,580.44
Fund 715	LOOK FUND	2,000.00

72,672.30

Vendor Code	Vendor Name	Description	Amount
	Invoice		
00007	ADT SECURITY SYSTEMS, INC.		
	JUNE - AUG	SECURITY SYSTEM WTP	38.27
TOTAL FOR: ADT SECURITY SYSTEMS, INC.			38.27
10810	ANGEL ARMOR		
	4840	LPD SUPPLIES - STEPHENS	810.59
TOTAL FOR: ANGEL ARMOR			810.59
10731	APPLIED IMAGING		
	1343062	CITY HALL COPY MACHINE CONTRACT	377.24
TOTAL FOR: APPLIED IMAGING			377.24
00045	BARTLETT, SANDY		
	5/20/2019	MILEAGE & PAYROLL MAY 2019	768.20
TOTAL FOR: BARTLETT, SANDY			768.20
01174	BEACHUM, PERRY		
	05/21/2019	CEMETERY FENCE	802.28
TOTAL FOR: BEACHUM, PERRY			802.28
10686	BETTEN BAKER		
	127818	LPD EXPLORER 2014	35.98
TOTAL FOR: BETTEN BAKER			35.98
10441	BFG SUPPLY		
	1217755-00	DDA SUPPLIES	37.12
TOTAL FOR: BFG SUPPLY			37.12
10738	BROWN, AMY		
	5/4/2019	ELECTION REIMBURSEMENT	16.37
TOTAL FOR: BROWN, AMY			16.37
01293	CALEDONIA FARMERS ELEVATOR CO		
	205009	AIRPORT GRASS SEED & SPREADER RENTAL	2,343.00
TOTAL FOR: CALEDONIA FARMERS ELEVATOR CO			2,343.00
00084	CANFIELD PLUMBING & HEATING IN		
	I75718	LOWELL DOG PARK	99.00
	I75833	STONEY LAKESIDE PARK	304.00
TOTAL FOR: CANFIELD PLUMBING & HEATING IN			403.00
01492	CENTEC CAST METAL PRODUCTS		
	47599	CEMETERY WW 2 & VETERAN MARKERS	107.22
	47666	CIVIL WAR MARKERS - CEMETERY	44.42
TOTAL FOR: CENTEC CAST METAL PRODUCTS			151.64
00344	CITY OF LOWELL		
	5/20/2019	CEMETERY FENCING GRANT	2,000.00
TOTAL FOR: CITY OF LOWELL			2,000.00
10493	COMCAST CABLE		
	5/13/2019	ACCOUNT STATEMENT	1,469.31
TOTAL FOR: COMCAST CABLE			1,469.31

Vendor Code	Vendor Name Invoice	Description	Amount
10509	CONSUMERS ENERGY 4/13 - 5/14/2019	ACCOUNT STATEMENTS	1,132.58
TOTAL FOR: CONSUMERS ENERGY			<u>1,132.58</u>
00139	DEJONG, DON 5/29/2019	PHONE JUNE	30.00
TOTAL FOR: DEJONG, DON			<u>30.00</u>
01783	DELL MARKETING L P 10315899354	COMPUTERS	4,917.37
TOTAL FOR: DELL MARKETING L P			<u>4,917.37</u>
10811	DIAMOND CONCRETE SAWING 815927	SERVICE CALL MAIN & VALLEY VISTA	300.00
	815928	SURVEY UTILITIES MAIN & VALLEY VISTA	450.00
TOTAL FOR: DIAMOND CONCRETE SAWING			<u>750.00</u>
02089	DORNBOS SIGN, INC INV44004	RR CROSSING SIGNS	193.69
TOTAL FOR: DORNBOS SIGN, INC			<u>193.69</u>
01893	HEARTHSTONE DESIGN STUDIO LLC 5925	APRIL 2019 SHOWBOAT CONSULTING	1,875.00
TOTAL FOR: HEARTHSTONE DESIGN STUDIO LLC			<u>1,875.00</u>
CREEKSIDE	HELDER, DOUG 5/26/2019	CREEKSIDE PARK DEPOSIT	50.00
TOTAL FOR: HELDER, DOUG			<u>50.00</u>
00298	KENT COUNTY TREASURER 19051400695	PICTOMETRY PROJECT 3RD BILLING	285.83
TOTAL FOR: KENT COUNTY TREASURER			<u>285.83</u>
00300	KENT COUNTY TREASURER 5/17/2019	TRAILER FEES	827.50
TOTAL FOR: KENT COUNTY TREASURER			<u>827.50</u>
10641	LA BOMBARD, RICH 5/24/2019	BALANCE OF INSURANCE FOR DEER/CAR ACCIDENT	730.37
TOTAL FOR: LA BOMBARD, RICH			<u>730.37</u>
10356	NELSON, ERIC 5/16/2019	AIRPORT GAS FOR MOWERS	269.35
TOTAL FOR: NELSON, ERIC			<u>269.35</u>
00468	NYE UNIFORM COMPANY CO 697568	POLICE UNIFORMS	26.00
TOTAL FOR: NYE UNIFORM COMPANY CO			<u>26.00</u>
01270	PLUMMERS ENVIRONMENTAL SERVICE 1993395	350 N CENTER JETTED SANITARY SEWER	745.00
TOTAL FOR: PLUMMERS ENVIRONMENTAL SERVICE			<u>745.00</u>

Vendor Code	Vendor Name	Description	Amount
	Invoice		
01159	PURCHASE POWER		
	APRIL 2019	ACCOUNT STATEMENT	534.99
TOTAL FOR: PURCHASE POWER			<u>534.99</u>
10307	RDJ SPECIALTIES, INC.		
	110407	POLICE STICKER BADGES	117.07
TOTAL FOR: RDJ SPECIALTIES, INC.			<u>117.07</u>
10133	RED CREEK WASTE SERVICES INC.		
	95R00536	TRASH SERVICE	319.81
TOTAL FOR: RED CREEK WASTE SERVICES INC.			<u>319.81</u>
10378	RUESINK, KATHIE		
	010980 & 010981	CLEANING SERVICES 5/15 - 5/28/19	570.00
TOTAL FOR: RUESINK, KATHIE			<u>570.00</u>
02383	SANISWEEP, INC.		
	95594	STREET SWEEPING M21	1,765.84
TOTAL FOR: SANISWEEP, INC.			<u>1,765.84</u>
10812	SIGNS WITH DESIGN		
	7130	REPAINT CITY HALL SIGNS	1,280.00
TOTAL FOR: SIGNS WITH DESIGN			<u>1,280.00</u>
10276	SPRINT		
	353302524-182	ACCOUNT STATEMENT 4/10 - 5/9/19	60.00
TOTAL FOR: SPRINT			<u>60.00</u>
02032	STEALTH PEST MANAGEMENT LLC		
	APRIL 2019	PEST MANAGEMENT	170.00
TOTAL FOR: STEALTH PEST MANAGEMENT LLC			<u>170.00</u>
10583	SUEZ WATER ENVIRONMENTAL SVC INC		
	201936858	WWTP CONTRACT MAY 2019	37,882.00
TOTAL FOR: SUEZ WATER ENVIRONMENTAL SVC INC			<u>37,882.00</u>
00630	THORNAPPLE RIVER NURSERY, INC.		
	11565	PROMIX FOR CEMETERY	200.00
	11587	WOOD CHIPS	210.00
TOTAL FOR: THORNAPPLE RIVER NURSERY, INC.			<u>410.00</u>
10069	TRUGREEN		
	101882139	WTP LAWN SERVICE	114.17
TOTAL FOR: TRUGREEN			<u>114.17</u>
00646	ULLERY, SUSAN		
	5/23/19	REIMBURSEMENTS & MILEAGE	156.02
TOTAL FOR: ULLERY, SUSAN			<u>156.02</u>
10484	VERGENNES BROADBAND		
	5267-20190517-1	INTERNET SERVCIES	309.99
TOTAL FOR: VERGENNES BROADBAND			<u>309.99</u>

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF LOWELL
POST DATES 05/17/2019 - 05/29/2019
BOTH JOURNALIZED AND UNJOURNALIZED
PAID - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Description	Amount
02120	VERIZON WIRELESS		
	9830015279	ACCOUNT STATEMENT	40.01
TOTAL FOR: VERIZON WIRELESS			<u>40.01</u>
02203	VISA		
	APRIL 2019	MERCANTILE VISA STATEMENT	2,651.66
TOTAL FOR: VISA			<u>2,651.66</u>
00692	WILLIAMS & WORKS INC.		
	87200	ENGINEERING CONSULTING	624.00
	87241	ENGINEERING SERVICES	3,060.00
	87852	STREET ASSET MGMT	335.00
	87853	GENERAL CONSULTING	1,186.05
TOTAL FOR: WILLIAMS & WORKS INC.			<u>5,205.05</u>
TOTAL - ALL VENDORS			72,672.30



**LOWELL CITY COUNCIL
MEMORANDUM**

DATE: May 31, 2019

TO: Mayor Devore and the Lowell City Council

FROM: Michael T. Burns, City Manager MB

RE: Small Urban Project – Monroe St.

I have received some communication from MDOT pertaining to the Small Urban Project for the reconstruction of Monroe St. While it was not advertised as such, the City is eligible for projects in even years. So this project would be eligible in 2022 not 2021. This grant application was for Fiscal Year 2021 -2023.

The grant would provide up to \$375,000 for road construction. Estimated road construction costs are \$750,000 for Monroe and the City would need to come up with the remaining costs which equates to approximately \$420,000. I need to submit a letter of commitment from the City to MDOT to agree to fund the remainder.

Monroe is a Major Street and we would have approximately \$300,000 in fund balance in this fund today and anticipate more by the time this project would begin in three years. In addition, we are proposing water and sewer work on the street and those funds could be used for a portion of street repairs.

I am recommending the Lowell City Council direct me to send a letter of commitment to the City of Lowell's local share for construction of Monroe Street.



**LOWELL CITY COUNCIL
MEMORANDUM**

DATE: May 31, 2019

TO: Mayor Devore and the Lowell City Council

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

RE: City Income Tax Ballot Proposal

As directed by the City Council, the City Attorney and I have prepared ballot language to consider for the November 2019 election pertaining to the City Income Tax. These resolutions and ordinance revisions are required per state statute to be considered for the ballot measure to occur.

The first item, is the City Council needs to approve Ordinance 19-02 which would approve the City Income Tax. Bear in mind, the ordinance would not come into effect unless approved by the vote of the people. However, per Michigan statute, this must be approved as part of the ballot proposal.

The next item would be to approve Resolution 20-19 which would propose an amendment to the City Charter to authorize a City Income Tax.

Resolution 21-19, would propose an amendment to the City Charter to set a property tax limitation during any year that an excise tax on income is in effect in the City. The resolution shows a reduction of 6.7597 mills in the amendment. Our intent is to reduce the millage from 15.7 mills to 10.7 mills if the City Income Tax was approved. However, the 6.597 mills is a reduction of the Headlee Amendment Charter limit of 17.4597 mills.

The resolutions and ordinance changes result from the directives of the City Council to move forward toward consideration of the income tax. **I recommend the Lowell City Council approve Ordinance 19-02 and Resolutions 20-19 and 21-19 as presented.**

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

ORDINANCE NO. 19-02

**AN ORDINANCE TO ADD CHAPTER 26, "CITY INCOME TAX," OF THE CODE
OF ORDINANCES OF THE CITY OF LOWELL**

Councilmember _____, supported by Councilmember _____,

moved the adoption of the following ordinance:

THE CITY OF LOWELL ORDAINS:

Section 1. Addition of Chapter 26. Chapter 26 of the Code of Ordinances of the City of Lowell is added to read as follows:

CHAPTER 26. – CITY INCOME TAX

SECTION 26-1. – UNIFORM CITY INCOME TAX ORDINANCE BY REFERENCE.

The uniform city income tax ordinance, being Chapter 2 of Act 284 of the Public Acts of Michigan of 1964, as amended ("Act 284") (MCL 141.601 et seq.), a true copy of which is on file in the office of the city clerk (the "Uniform City Income Tax Ordinance"), be and the same is hereby enacted by reference as if set out herein in its entirety.

SECTION 26-2. – TAX RATE.

As provided at Section 3 of Act 284 (MCL 141.503(1)), the rate of tax shall be as follows:

Subject to the exclusions, adjustments, exemptions and deductions herein provided, an annual tax of one percent (1.0%) on corporations and resident individuals and one-half percent (0.5%) on nonresident individuals for general revenue purposes is hereby imposed as an excise on income earned and received on and after the effective date of this ordinance.

SECTION 26-3. - EXEMPTIONS.

Pursuant to Section 31 of Act 284, the exemptions permitted shall be as follows:

- (a) An individual taxpayer in computing his or her taxable income is allowed deductions for personal and dependency exemptions in the amount of six hundred dollars (\$600.00) for each personal and dependency exemption under the rules for determining exemptions and dependents as provided in Part 1 of Act 281 of the Public Acts of Michigan of 1967, as amended ("Act 281") (MCL 206.1 to 206.532). The taxpayer may claim his or her spouse and dependents as exemptions, but if the taxpayer and the spouse are both subject to the tax imposed by this chapter, the number of exemptions claimed by each of them when added together shall not exceed the total number of exemptions allowed under this section.

- (b) An additional exemption is allowed under subsection (a) for a taxpayer who is 65 years of age or older, a taxpayer who is blind as defined in Section 504 of Act 281 (MCL 206.504), a taxpayer who is a paraplegic, quadriplegic, hemiplegic, or totally and permanently disabled person as defined in Section 216 of Title II of the Social Security Act, 42 USC 416 (the "SSA"), or a taxpayer who is a deaf person as defined in Section 2 of Act 204 of the Public Acts of Michigan of 1982, as amended ("Act 204") (MCL 393.502). If the taxpayer qualifies for an additional exemption under more than one of the following, an additional exemption is allowed for each of the following for which the taxpayer qualifies:
- (1) A taxpayer who is a paraplegic, quadriplegic, or hemiplegic, or who is a totally or permanently disabled person as defined in Section 216 of Title II of the SSA.
 - (2) A taxpayer who is blind as defined in Section 504 of Act 281.
 - (3) A taxpayer who is a deaf person as defined in Section 2 of Act 204.
 - (4) A taxpayer who is 65 years of age or older.
- (c) Additionally, if the adjusted gross income for a taxpayer for a tax year is less than five thousand dollars (\$5,000.00) that taxpayer is exempt from paying income tax under this chapter.

SECTION 26-4. – INCOME TAX ADMINISTRATOR.

The City Income Tax Administrator is hereby designated as and shall have all of the powers and duties of "Administrator" of this chapter as provided for in Act 284.

SECTION 26-5. – COPIES ON FILE.

Printed copies of the Uniform City Income Tax Ordinance adopted pursuant to this chapter shall be kept in the office of the city clerk, available for inspection by the public at all times.

SECTION 26-6. – EFFECTIVE AFTER APPROVAL.

Pursuant to Section 2a of Act 284 (MCL 141.502a), the imposition of an excise tax on income under this ordinance shall not take effect until this ordinance is approved by the qualified and registered electors of the City as provided for by law.

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

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

YEAS: Councilmembers _____

NAYS : Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

ORDINANCE DECLARED ADOPTED.

Dated: June 3, 2019

Susan Ullery
City Clerk

CERTIFICATION

I, the undersigned City Clerk of the City of Lowell, Michigan (the "City"), certify that the above ordinance is a true and complete copy of an ordinance adopted at a regular meeting of the Lowell City Council held on June 3, 2019, pursuant to notice given in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended, and notice of its adoption, including a summary of its contents and its effective date, was published in *The Lowell Ledger*, on _____, 2019. I further certify that the above ordinance was entered into the Ordinance Book of the City on _____, 2019, and was effective _____, 2019, ten (10) days after publication.

Dated: _____, 2019

Susan Ullery
City Clerk

GRAPIDS 60857-962 556672v3

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 20-19

**RESOLUTION PROPOSING AN AMENDMENT TO THE CHARTER OF
THE CITY OF LOWELL TO AUTHORIZE AN INCOME TAX**

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

WHEREAS, the City of Lowell (the “City”) is organized and operates as a Home Rule City pursuant to its Charter of the City of Lowell first adopted on March 7, 1960, as amended, pursuant to Act 279 of the Public Acts of Michigan of 1909, as amended (“Act 279”), (MCL 117.1 et seq.); and

WHEREAS, the City has adopted Ordinance 19-02 imposing an excise tax equal to one percent (1.0%) on the income on resident individuals and corporations and one half percent (0.5%) on nonresident individuals; and

WHEREAS, the City Council of the City believes that the qualified and registered electors of the City should have the option to authorize the levy of a City income tax.

NOW, THEREFORE, BE IT RESOLVED that in accordance with Act 279, the City hereby proposes that a new Section 9a be added to the Charter of the City of Lowell to read as follows:

CHAPTER 9a. – INCOME TAXATION

SECTION 9a-1 – Power to Tax and Administer

THE CITY SHALL HAVE THE POWER TO ASSESS TAXES AND LEVY AND COLLECT RENTS, TOLLS, AND EXCISES. THE CITY IS AUTHORIZED TO LEVY AN EXCISE TAX ON INCOME IN ACCORDANCE WITH STATE LAW TO BE USED FOR ANY LAWFUL PURPOSE AND TO PROVIDE FOR THE ADMINISTRATION THEREOF BY ORDINANCE. ANY INCOME TAX

AUTHORIZED BY THIS SECTION SHALL HAVE A DURATION OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2035.

BE IT FURTHER RESOLVED, that the aforesaid proposition to add Section 9a of the City Charter shall be submitted to the electors of the City at the general election to be held in the City on November 5, 2019; and

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to submit a certified copy of this resolution and charter amendment to the Governor of the State of Michigan (the "Governor") for her approval of said charter amendment pursuant to Section 22 of Act 279 and to the Michigan Attorney General (the "Attorney General") for review pursuant to Section 21 of Act 279; and,

BE IT FURTHER RESOLVED, that before the submission of said amendment to the qualified and registered electors of the City, the amendment herein proposed shall be published in full being the addition of a new Section 9a, and a notice of said election, in at least two issues of *The Lowell Ledger*, or other newspaper of general circulation in the City, the first publication to be not less than two weeks nor more than four weeks prior to said election; and,

BE IT FURTHER RESOLVED, that the purpose of such proposed Charter amendment or question shall be designated on the ballots to be printed by the City Clerk, which Ballot Question and Statement of Purpose shall be as follows:

BALLOT QUESTION

Shall Chapter 9a of the City of Lowell City Charter be added to authorize an excise tax on income for 15 years commencing January 1, 2020?

YES _____ NO _____

BE IT FURTHER RESOLVED, that the City Clerk shall do and perform all acts required of said Clerk by the City Charter and the statutes of the State of Michigan in such case made and provided in regard to the registration of electors for said election, the giving of notice thereof, the giving of notice of such election, the preparation and furnishing of necessary ballots, the obtaining of necessary approval of this amendment by the Attorney General and the Governor, and for the conduct of such election.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: June 3, 2019

Susan Ullery
City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on June 3, 2019, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: June 3, 2019

Susan Ullery
City Clerk

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 21-19

**RESOLUTION PROPOSING AN AMENDMENT TO THE CHARTER OF
THE CITY OF LOWELL TO SET A PROPERTY TAX LIMITATION
DURING ANY YEAR THAT AN EXCISE TAX ON INCOME IS IN
EFFECT IN THE CITY**

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

WHEREAS, the City of Lowell (the “City”) is organized and operates as a Home Rule City pursuant to its Charter first adopted on March 7, 1960, as amended, pursuant to Act 279 of the Public Acts of Michigan of 1909, as amended (“Act 279”), (MCL 117.1 et seq.); and

WHEREAS, the City has adopted Ordinance 19-02 imposing an excise tax equal to one percent (1.0%) on the income on resident individuals and corporations and one half percent (0.5%) on nonresident individuals; and

WHEREAS, the City Council of the City believes that the qualified and registered electors of the City should decide whether a property tax limitation is appropriate during any year that an excise tax on income is in effect in the City;

NOW, THEREFORE, BE IT RESOLVED that in accordance with Act 279, the City hereby proposes that Section 9.1 to the Charter of the City of Lowell be amended to read as follows:

Section 9.1. - Power to Tax—Tax Limit.

The City shall have the power to assess taxes and levy and collect rents, tolls, and excises. The annual ad valorem tax levy shall not exceed that percentage allowed by statute of the assessed value of all real and personal property subject to taxation in the City. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, DURING ANY YEAR BEGINNING WITH CALENDAR YEAR 2021 THAT AN EXCISE TAX ON INCOME IS IN EFFECT IN THE CITY, THE PROPERTY TAX SHALL BE REDUCED BY 6.7597 MILLS**

FROM THE MAXIMUM AMOUNT OTHERWISE ALLOWED BY THE HEADLEE AMENDMENT, SECTIONS 25 THROUGH 33 OF ARTICLE IX OF THE STATE CONSTITUTION.

BE IT FURTHER RESOLVED, that the aforesaid proposition to amend Section 9.1 of the City Charter shall be submitted to the electors of the City at the general election to be held in the City on November 5, 2019; and

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to submit a certified copy of this resolution and charter amendment to the Governor of the State of Michigan (the "Governor") for her approval of said charter amendment pursuant to Section 22 of Act 279 and to the Michigan Attorney General (the "Attorney General") for review pursuant to Section 21 of Act 279; and,

BE IT FURTHER RESOLVED, that before the submission of said amendment to the qualified and registered electors of the City, the amendment herein proposed shall be published in full being Section 9.1, and a notice of said election, in at least two issues of *The Lowell Ledger*, or other newspaper of general circulation in the City, the first publication to be not less than two weeks nor more than four weeks prior to said election; and,

BE IT FURTHER RESOLVED, that the purpose of such proposed Charter amendment or question shall be designated on the ballots to be printed by the City Clerk, which Ballot Question and Statement of Purpose shall be as follows:

BALLOT QUESTION

If, and only if, the City of Lowell City Charter is amended to include an excise tax on income pursuant to a vote of the people at the general election to be held on November 5, 2019, shall Chapter 9.1 of the City of Lowell City Charter be amended to reduce the City property tax levy by 6.7597 mills from the maximum authorization otherwise allowed by the Headlee Amendment, Sections 25 through 33 of Article IX of the State Constitution during any year beginning with calendar year 2021 that an excise tax on income is in effect in the City?

YES _____ NO _____

BE IT FURTHER RESOLVED, that the City Clerk shall do and perform all acts required of said Clerk by the City Charter and the statutes of the State of Michigan in such case made and provided in regard to the registration of electors for said election, the giving of notice thereof, the giving of notice of such election, the preparation and furnishing of necessary ballots, the obtaining of necessary approval of this amendment by the Attorney General and the Governor, and for the conduct of such election.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: June 3, 2019

Susan Ullery
City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on June 3, 2019, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: June 3, 2019

Susan Ullery
City Clerk

LOWELL CITY ADMINISTRATION
INTER OFFICE MEMORANDUM



DATE: May 31, 2019
TO: Michael Burns *MB*
City Manager
FROM: Rich LaBombard *RML*
Assistant City Manager
RE: Foreman Building Roof Repair

On the morning of April 25, 2019, DPW employees noticed roof and fascia trim damage to the Foreman Building where DPW equipment is stored. High winds during the overnight lifted the roofing off of approximately one half of the building and fascia was missing or hanging from the eaves. A vendor was immediately contacted to secure the damaged section of roofing. Subsequent wind events caused the roofing to lift again and it was determined to seek quotes to replace the roofing. An insurance claim was submitted and an insurance adjuster provided a claim estimate.

Multiple vendors were contacted to quote the repair work and below are their responses:

- Risner Roofing - \$22,950
- Mr. Roof – declined to quote
- All Weather Seal – declined to quote
- Summit Point – Inspected the roof, but didn't provide a quote

It should be noted that the Risner Roofing did not quote the fascia repair costs in the estimate, but the adjuster included the fascia repair costs in his estimate. Therefore, an additional amount will be requested for council approval to cover the cost of fascia repair.

I recommend City Council award the roof and fascia repair to Risner Roofing of Lowell, Michigan not to exceed \$23,500 to make repairs to the Foreman Building.







Chenard & Osborn, Inc.

2432 Camelot Court SE
Grand Rapids, MI 49546
PH: (616) 956-9345
FX: (616) 956-1106
newclaims@c-and-o.com

Insured: City of Lowell
Property: 225 S. Hudson
Lowell, MI 49331

Claim Rep.: Scott Whaley
Business: 2432 Camelot Ct
Grand Rapids, MI 49546

Business: (616) 956-9345
E-mail: swhaley@c-and-o.com

Claim Number: 1190983

Policy Number:

Type of Loss: Wind Damage

Date of Loss: 4/23/2019

Date Received:

Date Inspected:

Date Entered: 5/6/2019 10:06 AM

Price List: MIGR8X_APR19
Restoration/Service/Remodel

Estimate: 1190983-LOWELL

This estimate has been based upon a physical inspection of the property. Should any further or hidden damage be found, you must call for a reinspection or approval prior to continuing. All estimates are subject to review and final approval by the insurance carrier. This is not an authorization to repair or guarantee of payment. Authorization for repair must come from the owner or approved representative. The insurance company and/or Chenard & Osborn, Inc. assume no responsibility for any repair performance.



Chenard & Osborn, Inc.

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 Grand Rapids, MI 49546
 PH: (616) 956-9345
 FX: (616) 956-1106
 newclaims@c-and-o.com

1190983-LOWELL

Main Level

Flat Roof Portion (FOREMAN)

Height: 8'

Flat Roof Portion (FOREMAN)

3,242.67 SF Walls	4,184.44 SF Ceiling
7,427.11 SF Walls & Ceiling	4,184.44 SF Floor
464.94 SY Flooring	405.33 LF Floor Perimeter
405.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Rubber roofing - Mechanically attached - 60 mil	43.00 SQ	58.44	348.26	251.94	17,740.04
Roof mount power attic vent - Large	3.00 EA	20.27	0.00	0.00	60.81
Roof mount power attic vent - Large	1.00 EA	0.00	297.28	0.00	297.28
Chimney flashing - large (32" x 60") VENT	3.00 EA	20.27	515.95	19.61	1,628.27
Fascia - metal - 10"	50.00 LF	0.28	4.82	6.60	261.60
Dumpster load - Approx. 30 yards, 5-7 tons of debris	2.00 EA	455.00	0.00	0.00	910.00
Totals: Flat Roof Portion (FOREMAN)				278.15	20,898.00
Total: Main Level				278.15	20,898.00
Line Item Totals: 1190983-LOWELL				278.15	20,898.00

Grand Total Areas:

3,242.67 SF Walls	4,184.44 SF Ceiling	7,427.11 SF Walls and Ceiling
4,184.44 SF Floor	464.94 SY Flooring	405.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	405.33 LF Ceil. Perimeter
4,184.44 Floor Area	4,320.00 Total Area	3,242.67 Interior Wall Area
3,672.00 Exterior Wall Area	408.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

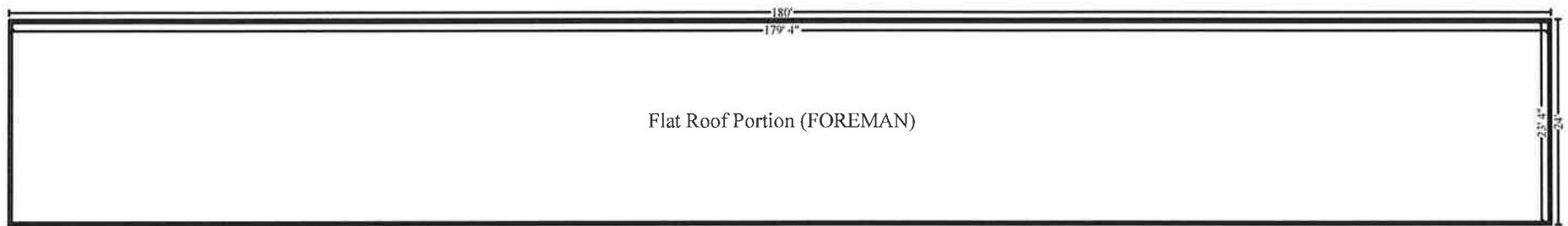


Chenard & Osborn, Inc.

2432 Camelot Court SE
Grand Rapids, MI 49546
PH: (616) 956-9345
FX: (616) 956-1106
newclaims@c-and-o.com

Summary for Building

Line Item Total	20,619.85
Material Sales Tax	278.15
Replacement Cost Value	\$20,898.00
Less Depreciation	(5,379.01)
Actual Cash Value	\$15,518.99
Net Claim	\$15,518.99
Total Recoverable Depreciation	5,379.01
Net Claim if Depreciation is Recovered	\$20,898.00



Main Level



2849 Gulliford Drive
Lowell, MI 49331

Phone: (616) 897-1080

Customer: City Of Lowell
Foreman Building
Lowell, MI 49331

sfosburg@ci.lowell.mi.us

Scope of Work for Tear Off

- Remove and haul away all roofing off top of roof low slope area where wind damage the part of roof and rest of roof
- Install new 7/16" OSB over entire roofing section
- Fully adhere new black 60 mil EPDM rubber membrane
- Termination bar all bottom edges and paint term bar black to match roofing material
- Properly flash in all vent units on top
- Install new side wall flashing and properly flash into side concrete wall
- Flash where needed with Lucas 9600 sealant

SCOTT Fosburg
Email sfosburg@ci.lowell.mi.us

Estimate on Materials and Labor for

\$ 22, 950

Thank you for allowing us the opportunity to quote your new roof.

We do accept all major credit cards with a 3% surcharge .

**LOWELL CITY COUNCIL
MEMORANDUM**



DATE: May 31, 2019

TO: Mayor Devore and the Lowell City Council

FROM: Michael T. Burns, City Manager MB

RE: Fairgrounds agreement with KCYC

City Administration has been working with the Kent County Youth Fair on a future lease agreement with Kent County Youth Fair and their use of Recreation Park. Administration and the Youth Fair have come to a tentative agreement on the future use.

Since this is a lease of park property, the lease must sit in front of City Council for twenty days per City Charter. We are presenting the fairgrounds agreement and Resolution 22-19 as agreed upon.

We will bring to the Parks and Recreation Commission Meeting at their next meeting for a recommendation. Perry Beachum has been involved in the negotiation and the concerns of the Parks & Rec board members has been discussed during the negotiation.

This would be an action item for the July 1, 2019 City Council meeting. No action this evening.

FAIRGROUNDS USE AGREEMENT

THIS FAIRGROUNDS USE AGREEMENT (the “Agreement”) dated as of _____, 2019, by and between the **KENT COUNTY YOUTH AGRICULTURE ASSOCIATION**, a Michigan non-profit corporation (“**KCYAA**”), with offices at 225 S. Hudson Street, Lowell, Michigan 49331 and the **CITY OF LOWELL**, a Michigan municipal corporation (the “**City**”) with offices at 301 East Main Street, Lowell, Michigan 49331.

RECITALS

A. The City owns certain property east of Hudson Street and west of the Flat River and north of the Grand River known as the “Fairgrounds” and identified on the attached Exhibit A (the “Fairgrounds Property”).

B. The KCYAA has, in the past, used the Fairgrounds Property in connection with its annual sponsorship of the youth fair (the “Fair”) and in connection with other KCYAA sponsored or sanctioned activities and uses (the “Other Activities”).

C. The KCYAA desires to continue to use the Fairgrounds Property during Fair Week (as hereinafter defined) for the Fair and related Other Activities and for Other Activities held other than during Fair Week and the City is willing to permit such uses subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained herein, the parties hereto agree as follows:

Section 1. Use of Fairgrounds Property. The City agrees, subject to the terms and conditions of this Agreement, to permit KCYAA to use the Fairgrounds Property. During Fair Week, as hereinafter defined, and subject to the terms and conditions hereof, KCYAA shall have the exclusive right to use the Fairgrounds Property for the Fair and related Other Activities. For purposes of this Agreement “Fair Week” shall consist of the consecutive six-week period consisting of the three weeks prior to the Fair, the week of the Fair and the two week thereafter. Subject to the terms and conditions hereof, KCYAA shall also have the exclusive right to use the Fairgrounds Property for Other Activities at all times other than Fair Week. KCYAA shall provide the City a yearly calendar of events of the date of the Fair and the dates of Other Activities it intends to sponsor or sanction. The first yearly calendar of events shall be provided to the City within 30 days of execution of this Agreement covering the remainder of the then current calendar year. Thereafter, during the term of this Agreement, KCYAA shall provide the City a yearly calendar of events no later than December 1 of each year for the subsequent calendar year. KCYAA may, without prior consultation with or without consent from the City, from time to time, update the yearly calendar of events to add Other Activities and will provide the City an updated calendar reasonably promptly after such Other Activities are scheduled. When scheduling Other Activities, KCYAA agrees to comply with the City’s special events protocol.

Subject to the terms and conditions of this Agreement, at all times during the term of this Agreement, KCYAA shall have exclusive use of and access to (a) the City-owned King Building and Show Barn located on the Fairground Property identified on the attached Exhibit A and (b)

the Fair Office and all other building and structures owned by KCYAA located on the Fairground Property and identified on the attached Exhibit A (the "KCYAA Buildings"). With respect to the King Building, Fair Office, and Show Barn, KCYAA shall provide the City with current keys and/or security codes to enable City access for periodic inspections and/or repairs.

Also, KCYAA shall have access, use and control of the campgrounds within the Fairgrounds Property and identified on the attached Exhibit A (the "Campgrounds") during Fair Week only, subject to the terms and conditions of this Agreement.

The Foreman Building identified on the attached Exhibit A shall only be available for use by KCYAA during Fair Week in accordance with the terms of this Agreement.

Section 2. Use of Foreman Building. Prior to the commencement of Fair Week each year the City agrees to remove all City-owned equipment and other materials stored in the Foreman Building so as to provide KCYAA exclusive use of the Foreman Building during Fair Week.

Section 3. Use of Campgrounds. The City reserves the right to reduce the Campgrounds area of the Fairgrounds Property if it determines to sell such property or there are other uses for such property. KCYAA's access, use and control of the Campgrounds shall at all times be subject to unrestricted access by the general public to the Boat Launch identified on the attached Exhibit A. KCYAA shall not charge the general public for use of the Boat Launch. The City agrees to provide to overnight campers at the Campgrounds reasonable access to the sanitary sewer "dump station" at the Wastewater Treatment Plant identified on the attached Exhibit A upon payment of applicable fees as established by the City from time to time.

Section 4. Use of King Building and Show Barn. When not needed by KCYAA for the Fair or Other Activities, KCYAA may permit the use of all or a portion of the King Building or the Show Barn by third parties with the prior written approval of the City Manager or his/her designee which approval for use by non-profit organizations shall not be unreasonably withheld and for all other organizations or entities such approval shall be at the City Manager's or his/her designee's complete discretion. In connection with such use, the City agrees that any such user and its guests and invitees shall have access across the Fairgrounds Property to the King Building or Show Barn, as applicable. Prior to such third-party use KCYAA shall (a) obtain from the third party and provide to the City evidence that it has obtained public liability and property damage insurance covering such use in the coverage amounts set forth in Section 14.a. hereof and naming the City as an additional or co-insured or (b) provide documentation acceptable to the City that KCYAA has obtained such coverage and that the City has been named an additional insured or co-insured. Additionally, the City agrees that, after the Term of this Agreement, KCYAA shall be entitled to continue to use the King Building for a period not less than an additional 5 years after this Agreement terminates, on terms mutually agreeable to the City and KCYAA.

Section 5. Use of KCYAA Buildings. When not needed by KCYAA for the Fair and Other Activities, KCYAA may permit the use of all or a portion of the KCYAA Buildings by third parties with the prior written approval of the City Manager or his/her designee which approval shall not be unreasonably withheld. In connection with such use, the City agrees that

such user and its guests and invitees shall have access across the Fairgrounds Property to the KCYAA Buildings.

Section 6. Burch Field and Recreation Ball Park. Burch Field and Recreation Ball Park shall be available for use by KCYAA only during Fair Week and only for use for alpaca and dog agility events.

Section 7. Term. This Agreement shall be for a term and be deemed to have commenced April 1, 2019, and shall end on December 31, 2021. Thereafter, upon written approval of the City Council and KCYAA, this Agreement may be extended for successive one-year terms.

Section 8. Consideration for Use. KCYAA shall pay the City \$1.00 per calendar year for each calendar year during the term of this Agreement and any extended term hereof, receipt of which is acknowledged, plus the amounts required to be paid pursuant to Section 16 hereof as consideration for the use of the Fairground Property in accordance with the terms of this Agreement.

Section 9. Maintenance and condition of Fairgrounds Property. At all times during the term of this Agreement that KCYAA has the use, access or control of all or any portion of the Fairgrounds Property KCYAA shall maintain such Fairgrounds Property in good condition and repair, clear of litter and other debris and in an orderly condition, and shall deliver all of the Fairgrounds Property not owned by it to the City upon the termination of this Agreement in as good a condition as when the term of this Agreement commenced, reasonable use and wear excepted. The City shall, however, be responsible for the mowing of the Fairgrounds Property once per week on an as needed basis.

Section 10. KCYAA Buildings; Signage. In addition to the existing KCYAA Buildings identified on the attached Exhibit A, KCYAA may at its sole cost construct additions thereto or additional building and structures (the "KCYAA Additions") which, upon completion, shall become a part of the KCYAA Buildings. Such KCYAA Additions shall (a) require the prior approval of the City Planning Commission and Parks and Recreation Commission and City Council to assure the orderly development and aesthetic appearance of the Fairgrounds Property and (b) comply with all applicable ordinances of the City, including but not limited to, those related to zoning and building codes and all applicable State of Michigan laws, rules and regulations.

KCYAA shall maintain all KCYAA Buildings in good condition and repair during the term and any extension of the term of this Agreement.

Any signage placed or caused to be placed on the Fairgrounds Property including on the fencing along Hudson Street by KCYAA shall at all times be in compliance with Chapter 20 of the City's Zoning Ordinance as may be amended from time to time.

Section 11. Removal of Personal Property and KCYAA Buildings. At the end of the term of this Agreement (if not extended or a new agreement entered into) or upon early termination of this Agreement in accordance with the terms hereof, KCYAA shall remove at its

cost all of its personal property and the KCYAA Buildings. Upon removal of the KCYAA Buildings, the land under the Buildings shall be restored to its normal grade. Personal property of KCYAA not removed shall be deemed abandoned if it remains on the Fairgrounds Property more than 30 days after the termination of this Agreement and title to the same shall thereupon pass to the City. Unless otherwise agreed to in writing by the City and KCYAA, if the KCYAA Buildings are not removed within 90 days after the termination of this Agreement, they shall be deemed abandoned by KCYAA and title to the same shall thereupon pass to the City. KCYAA shall indemnify, hold harmless and defend the City against any loss or liability resulting from delay by KCYAA in the removal of its personal property or any of the KCYAA Buildings.

Section 12. Utility Costs. The City shall be responsible for all electric, water and sanitary sewer charges incurred at the Fairgrounds Property except (a) KCYAA shall be responsible for such charges during Fair Week and (b) KCYAA shall be responsible for all such charges related to the Foreman Building during the limited period that KCYAA has access to the Foreman Building, Football field area during Fair Week, King Building year round, Fair Office/Show Barn year round, Campgrounds during Fair Week and KCYAA Buildings year round. To the extent such utility services are metered, the utility charges shall be determined by meter readings. If such utility charges are not metered, usage shall be determined solely by the City based on meter readings for similar usage for similar periods of time at other facilities. Upon request of KCYAA such determinations shall be reasonably documented by the City. Upon being billed by the City for such utility services, KCYAA shall pay the related charge when due. For all other utility services including, but not limited to, natural gas and telephone, if any, it shall be KCYAA's sole responsibility to arrange for service and pay all charges related thereto.

Section 13. Liability and Indemnification. Neither the City nor its officers, councilmembers, employees, representatives or agents shall be liable for any injury or damage to persons or property of KCYAA or its officers, employees, agents representatives, vendors, contractors, visitors, guests and invitees related to the Fairgrounds Property and its use and maintenance while being used and maintained by KCYAA pursuant to the terms of this Agreement. KCYAA hereby indemnifies, holds harmless and agrees to defend the City and its officers, councilmembers, employees, representatives and agents against any and all liability, damages, expenses, fees, penalties, causes of action, suits, costs, attorneys' fees, claims or judgements from injury to persons or property occasioned by any acts or omissions of KCYAA or its officers, employees, agents, representatives, vendors, contractors, visitors, guests and invitees during such time that it has the use or control of the Fairgrounds Property pursuant to the terms of this Agreement.

Section 14. Insurance.

(a) Public Liability and Property Damage Insurance. KCYAA agrees to maintain during the term of this Agreement and any extensions or continuations thereof, public liability and property damage insurance with coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with the City named as an additional insured or co-insured.

(b) Fire and Extended Coverage Insurance. KCYAA shall be responsible for maintaining such fire and extended coverage insurance on the KCYAA Buildings as it shall

determine. The City shall have no obligation to obtain or pay for such insurance coverage. The City may, at its sole discretion and cost, obtain fire and extended coverage insurance for the Fairgrounds Property that does not constitute KCYAA Buildings and KCYAA shall have no obligation to obtain or pay for such insurance coverage.

(c) Personal Property Insurance. KCYAA shall be responsible for maintaining insurance for its personal property located on the Fairgrounds Property as it shall determine. The City shall have no obligation to obtain or pay for such insurance coverage.

(d) Workers' Compensation Insurance. KCYAA shall obtain during the term of this Agreement and any extension or continuation thereof a policy of workers' compensation or a program of self-insurance as may be required by and in accordance with State of Michigan law.

(e) Proof of Insurance and Cancellation. KCYAA shall on the date of execution of this Agreement and on each annual anniversary date thereof during the term of this Agreement deliver to the City a copy of the insurance policies or other similar evidence of insurance of the insurance coverage required in subsections (a) and (d) of this Section 14. Such policies of insurance shall provide that such insurance coverage may not be terminated, cancelled or materially altered unless the City is notified in writing at least 30 days prior to such termination, cancellation or material alteration.

(f) Responsible Insurance Companies. All insurance required by this Section 14 shall be placed with responsible insurance companies authorized to do business in the State of Michigan and satisfactory to the City.

Section 15. Relationship of Parties. KCYAA is and shall be an independent user of the Fairgrounds Property pursuant to the terms of this Agreement. KCYAA shall be responsible for all its acts and omissions and for all acts and omissions of its employees, agents, representatives, vendors, contractors, visitors, guests and invitees who shall not be construed or interpreted to be employees, agents, representatives, vendors, contractors, visitors, guests or invitees of the City for any purpose or under any circumstance.

Section 16. User Fees. During such times KCYAA has use and/or control of the Fairgrounds Property, pursuant to the terms of this Agreement, including the King Building, Fair Office/Show Barn, KCYAA Buildings and Campgrounds, KCYAA may establish, charge and collect fees from third parties for the use of the Fairgrounds Property. KCYAA shall pay the City a lump sum annual fee of \$3,000 which shall be due and payable in quarterly amounts of \$750 on the first business day of each calendar quarter during the term of this Agreement commencing April 1, 2019.

Section 17. Review. Upon the request of either party, KCYAA and the City agree to meet within 30 days of such request to review this Agreement and the use of the Fairgrounds Property by KCYAA.

Section 18. Taxes. KCYAA agrees to pay, when due, all taxes, special assessments or similar charges, if any, which are levied or assessed against the Fairgrounds Property because of its use by KCYAA or any third parties which KCYAA has permitted to use any portion of the

Fairgrounds Property during the term or any extension of the term of this Agreement and to save the City harmless from the payment thereof.

Section 19. Termination Upon Default. In the event of any default by KCYAA or the City in the performance of any of their respective duties, obligations, consents, conditions or responsibilities under this Agreement and if the defaulting party fails to cure such default within 30 days after receiving notice from the other party specifying the default, this Agreement, at the option of the non-defaulting, may be terminated and neither party shall have any further duties or obligations to the other pursuant to this Agreement on and after the date of such termination except those incurred prior to termination. If the default under this Agreement is other than the payment of money and is of such a nature that it cannot be corrected by the defaulting party within 30 days after the receipt of notice from the party not in default, such default shall not entitle the party not in default to terminate this Agreement so long as corrective action is instituted within such period and diligently pursued until corrected. In the event of termination of this Agreement because of default of one of the parties, the party not in default shall be entitled to all remedies provided by law and, in the exercise of such remedies, the non-defaulting party shall be entitled to its reasonable attorneys' fees and expenses incurred in the exercise of such remedies, if it prevails. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of, or acquiescence in, any such default. No waiver by the parties hereto of the default of the other party shall be deemed a waiver of any other or subsequent default.

Section 20. Bankruptcy. In the event KCYAA shall (a) admit in writing its inability to pay its debts generally as they become due, (b) have an order of relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereinafter in effect, (c) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or have any such proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceedings remain undismissed and unstayed for 90 days, (d) make an assignment for the benefit of creditors or provide for entry into any agreement for the composition of creditors, or (e) have applied for any appointment of a receiver, trustee or liquidator for it or for the whole or any substantial part of its property the City may, at its option, elect to terminate this Agreement and the parties hereto shall no longer be obligated to perform any duties and obligations occurring on and after the date of termination except as otherwise provided herein.

Section 21. Damage or Destruction. If the Fairgrounds Property, including specifically the buildings and structures used by KCYAA, is damaged or destroyed by fire or other casualty to such an extent that, in the City's reasonable opinion, the Fairgrounds Property cannot reasonably and safely be used and the buildings and structures cannot, within the City's reasonable opinion, be repaired, rebuilt or restored within 120 days of the date of such damage or destruction, this Agreement shall terminate and the parties hereto shall have no further obligations under this Agreement except those incurred prior to termination or as otherwise provided herein. The City shall be entitled to all insurance proceeds of damaged and destroyed Fairgrounds Property except KCYAA personal property and the KCYAA Buildings. If it shall be determined by the City after such damage and destruction that the Fairgrounds Property may reasonably and safely continue to be used, the terms and provisions of this Agreement shall continue. KCYAA shall be excused from performing those duties and obligations required to be

performed by this Agreement which it is unable to perform because of the damage and destruction until such time as such portions of the Fairgrounds Property is repaired, rebuilt and restored to the extent that KCYAA may again reasonably perform such duties and obligations.

Section 22. Eminent Domain. If all or any part of the Fairground Property shall be taken by any governmental authority under exercise of the power of eminent domain or by any person, firm or corporation acting under governmental authority and if, by such taking, the Fairgrounds Property may no longer reasonably and safely be used as determined by the City, this Agreement shall terminate and the parties hereto shall have no further obligations under this Agreement except those incurred prior to termination or as otherwise provided herein. The City shall be entitled to all proceeds awarded as compensation for the taking or diminution in value of the Fairgrounds Property except the KCYAA Buildings. KCYAA shall also be entitled to bring an action against the condemning governmental authority with respect to the value of its personal property, if any, located at the Fairgrounds Property and the KCYAA Buildings. If in the City's opinion, the Fairgrounds Property may reasonably and safely continue to be used after the exercise of the power of eminent domain, this Agreement shall continue in effect subject to modification of any provision required by the exercise of the power of eminent domain.

Section 23. Legal Compliance. KCYAA covenants and agrees in connection with its use and maintenance of the Fairgrounds Property including the Campgrounds to comply with all applicable laws, rules and regulations and all orders and directives of applicable agencies and authorities.

Section 24. Liens. KCYAA shall not create or permit to be created, and will promptly discharge or cause to be discharged, at its sole expense, any lien, encumbrance or charge upon the Fairgrounds Property or any part thereof caused by KCYAA or its employees, agents, representatives, vendors, contractors or third party users of the KCYAA Buildings.

Section 25. Assignment. KCYAA covenants and agrees not to assign this Agreement or any of its duties or obligations hereunder without the prior written consent of the City.

Section 26. Remedies Cumulative. All rights and remedies of KCYAA and the City herein enumerated shall be cumulative and none shall exclude any other right and remedy allowed by law or equity and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

Section 27. Entire Agreement. This writing constitutes the entire agreement between the parties hereto. It supersedes and replaces all previous agreements between the parties. No oral or written prior or contemporaneous agreement shall have any force or effect, nor shall any subsequent agreement have any force or effect unless signed and embodied in writing.

Section 28. Severability. Any provision or portion of any provision of this Agreement which is found to be illegal or void shall be treated as if it had never been a part hereof and shall have no effect whatsoever on the entire Agreement or other provisions hereof.

Section 29. Governing Law. This Agreement shall be interpreted, construed, enforced and performed pursuant to the laws of the State of Michigan.

Section 30. Authorization. The parties hereto covenant and represent that they have obtained all the necessary authorizations and approval required to execute this Agreement and the individual(s) executing this Agreement on behalf of each of the parties hereto are authorized to do so.

Section 31. Binding Effect. The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto.

Section 32. Survival of Certain Provisions. Notwithstanding anything else contained herein, the liability and indemnification provisions in Section 11, 13 and 18 of this Agreement shall survive the term, any extension of the term or termination of this Agreement and shall be enforceable in accordance with provisions of applicable law.

Section 33. Captions. The Captions of this Agreement shall not be considered a part of this Agreement, but shall be considered as descriptive only.

Section 34. Notices. All notices that are required or authorized to be given under the terms of this Agreement shall be given in writing by personal delivery or by first class mail to the parties at the address set forth in the first paragraph of this Agreement or at such other addresses as the parties shall specify in writing as set forth above. The effective date of any such notice shall be first business day following the date of deposit of such notice in the United States mail, as determined by postmark, or the date of delivery, if personally delivered.

{signatures on following page}

IN WITNESS WHEREOF, KCYAA and the City have executed this Agreement by their respective authorized officer(s) as of the day and year first written above.

**KENT COUNTY YOUTH
AGRICULTURE ASSOCIATION**

By: _____

Its: _____

CITY OF LOWELL

By: _____

Michael DeVore, Mayor

Attest: _____

Susan Ullery, City Clerk

EXHIBIT A
FAIRGROUNDS PROPERTY

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. 22-19

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF FAIRGROUND USE AGREEMENT WITH
KENT COUNTY YOUTH AGRICULTURE ASSOCIATION**

Councilmember _____, supported by Councilmember _____,

moved the adoption of the following resolution:

WHEREAS, the City of Lowell (the “City”) owns certain property east of Hudson Street and north of the Flat River known as the “Fairgrounds”; and

WHEREAS, the Kent County Youth Agriculture Association (the “KCYAA”) in the past has used the Fairgrounds in connection with its annual sponsorship of the youth fair (the “Fair”) and in connection with other KCYAA sponsored or sanctioned activities and uses (the “Other Activities”); and

WHEREAS, KCYAA desires to continue to use the Fairgrounds for the Fair and related Other Activities and the City is willing to permit such uses subject to the terms and conditions of a Fairgrounds Use Agreement (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

3. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are, hereby rescinded.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: July 1, 2019

Susan Ullery, City Clerk

CERTIFICATION

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

Dated: July 1, 2019

Susan Ullery, City Clerk

APPOINTMENTS

	Expires
Abor Board Vacancy (Jim Reagan – currently serving)	06/30/2019
Construction Board of Appeals Vacancy (Dan DesJarden – Resigned)	01/01/2019
Downtown Development Authority Vacancy (April McClure – Resigned)	01/01/2022
Downtown Historic District Commission Vacancy (Brian McLane – Resigned)	01/01/2019
Vacancy (Todd Cooper – Resigned)	01/01/2020
Lowell Light and Power Vacancy (Tina Cadwallader – currently serving)	06/30/2019
Vacancy (Andrew Schrauben – currently serving)	06/30/2019
Planning Commission Vacancy (Tony Ellis – Currently Serving)	06/30/2019