

Lowell Area Fire and  
Emergency Services Authority  
Lowell Area Fire Department, 315 S. Hudson St. Lowell, MI 49331  
616-897-7354



Friday, June 03, 2022

LOWELL AREA FIRE AND EMERGENCY  
SERVICES AUTHORITY  
MEETING NOTICE  
Thursday June 9, 2022 AT 7:00 P.M.  
AT  
LOWELL FIRE DEPARTMENT  
315 S. HUDSON  
LOWELL, MI 49331

LOWELL AREA FIRE AND EMERGENCY SERVICES BOARD  
MEETING AGENDA

Thursday, June 9, 2022, at 7:00 PM  
Look Memorial Fire Station

1. ROLL CALL

2. APPROVAL OF THE AGENDA

3. APPROVAL OF THE MINUTES

- A. Approval of the Regular Meeting Minutes from March 10, 2022
- B. Approval of the Work Group Meeting Minutes from March 10, 2022

4. FINANCIAL REPORTS

- A. FINANCIAL REPORT April 2022
- B. FINANCIAL REPORT May 2022
- C. FINANCIAL REPORT June 2022
- D. Budget Amendments

5. PUBLIC COMMENT (MAXIMUM OF 2 MINUTES PER SPEAKER)

6. Guest Speaker.

7. OLD BUSINESS

- A. Fire Authority Bylaw updates
- B Fire Authority Agreement update

8. NEW BUSINESS

- A. Sale of old equipment
- B. Part time staffing discussion
- C. EMT course funding
- D. Reporting Software purchase discussion
- D. Promotion of part-time firefighter Brenda Herron to fulltime firefighter

9. COMMITTEE REPORTS

- A. Capital Appropriations
- B. Financial

10. FIRE CHIEF'S REPORT AND UPDATES

12. MEMBER COMMENTS

13. DATE FOR NEXT MEETING(S)

July 14th 2022 at 7:00 PM

14. ADJOURNMENT

# Lowell Area Fire & Emergency Services Authority

## Meeting Minutes

Thursday, March 10<sup>th</sup>, 2022 at 7:00pm.  
Look Memorial Fire Station.

### 1) **ROLL CALL:**

Board Chair Marks called the meeting to order at 7:00pm.

Members present: Jessica Marks, Carlton Blough, Kate Dernocoeur, Dave Wikstrom, Tim Wittenbach and Mike DeVore.

Also present: Fire Chief Shannon Witherell.

### 2) **APPROVAL OF THE AGENDA:**

IT WAS MOVED BY DEVORE and seconded by DERNOCOEUR to approve the agenda as presented. Yes-All. Motion carried.

### 3) **APPROVAL OF THE MINUTES:**

A) IT WAS MOVED BY DEVORE and seconded by DERNOCOEUR to approve the minutes from the February 10<sup>th</sup> meeting as presented. Yes-All. Motion carried.

### 4) **FINANCIAL REPORTS:**

-Financial Reports for March were presented and accepted.

### 5) **PUBLIC COMMENT:**

-None. Public Comment was closed.

### 6) **GUEST SPEAKER:**

-Calvin Brinks was present to provide an update from Kent County Purchasing as well as a brief history of the Kent County Fire Commission.

### 7) **OLD BUSINESS:**

A) Bylaw Review and Discussion: This was a motion from discussion and corrections related to the scheduled board work session. IT WAS MOVED BY DEVORE and seconded by DERNOCOEUR to submit recommended changes to the Bylaw Agreement to the attorney for publication and to dissolve both the "Meeting and Administrative Procedure" and "Meeting Rules and Procedures" documents. Yes-All. Motion carried,

### 8) **NEW BUSINESS:**

A) Job Description and Posting for the Full Time Administrative Assistant & Firefighter/EMT position: Chief Witherell presented the board with the job description and

posting for the full time position. IT WAS MOVED BY DERNOCOEUR and seconded by DEVORE to accept the descriptions as presented. Yes-All. Motion carried.

B) Part-time Staffing Discussion: Chief Witherell explained to the board that staffing the part-time position would be increasingly difficult due to changing paid-on-call schedules and summer plans. He requested to post a part-time job opportunity to outside Firefighter/EMT applicants. IT WAS MOVED BY BLOUGH and seconded by WITTENBACH to seek outside resources for staffing. Yes-All. Motion carried.

**9) COMMITTEE REPORTS:**

A) CAPITAL APPROPRIATIONS:

-Engine still on schedule for August.

B) FINANCIAL:

-None.

**10) FIRE CHIEF REPORT AND UPDATES:**

-Chief Witherell provided the Board with his report. Included were a responses for February, the upcoming pancake breakfast and the buyout of EMResource.

**11) MEMBER COMMENTS:**

-None.

**12) DATE FOR NEXT MEETING:**

It was board consensus to cancel the April meeting.

The next meeting is scheduled for May 12<sup>th</sup>, 2022 at 7pm.

**13) ADJOURNMENT:**

IT WAS MOVED BY DEVORE and seconded by DERNOCOEUR to adjourn at 8:09pm.  
Yes-All. Meeting adjourned.

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-Mike DeVore, Recording Secretary

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-Jessica Marks, Authority Board Chair

# Lowell Area Fire & Emergency Services Authority

## Work Session Minutes

Thursday, March 10<sup>th</sup>, 2022 at 3:00pm.  
Look Memorial Fire Station.

### 1) **ROLL CALL:**

Board Chair Marks called the work session to order at 7:00pm.

Members present: Jessica Marks, Carlton Blough, Kate Dernocoeur, Dave Wikstrom, Tim Wittenbach and Mike DeVore.

Also present: Fire Chief Shannon Witherell, Authority Attorney Seth Koches.

### 2) **WORK SESSION DISCUSSION ITEMS:**

The Board, Chief and Attorney convened to discuss, edit and review the following documents:

- 2016 Joint Fire & Emergency Services Authority Agreement.
- Bylaws of the Lowell Area Fire & Emergency Services Authority.
- Authority Meeting and Administrative Procedures.
- Authority Meeting Rules and Procedures.

All agreements were reviewed. The Authority Agreement being changed requires action at the municipal level. Seth will be contacting each municipal attorney to follow up. All official motions will be made during the regular open meeting.

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-Mike DeVore, Recording Secretary

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-Jessica Marks, Authority Board Chair

**Lowell Area Fire and Emergency Services Authority**  
**Statement of Net Position**  
**March 31, 2022**

		<u>ASSETS</u>
		Unrestricted
<b>Current Assets</b>		
	Cash	\$ 20,427.04
	Due from Lowell Township	-
	Due from Vergennes Township	-
	Due from City of Lowell	-
	<b>TOTAL Current Assets</b>	<u>20,427.04</u>
<b>Fixed Assets</b>		
	Furniture and Equipment	-
	<b>TOTAL ASSETS</b>	<u>\$ 20,427.04</u>
<b>Current Liabilities</b>		<u>LIABILITIES AND NET ASSETS</u>
	Accounts Payable	\$ 2,934.46
	Accrued Payroll	-
	Payroll liabilities	6,111.49
<b>Long-Term Liabilities</b>	<b>TOTAL Current Liabilities</b>	<u>9,045.95</u>
<b>Net Assets</b>	<b>TOTAL Long-Term liabilities</b>	<u>-</u>
	Beginning Net Assets	29,992.37
	Increase (Decrease) Net Assets	<u>(18,611.28)</u>
	<b>TOTAL Net Assets</b>	11,381.09
	<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 20,427.04</u>

	Name	Clr	Split	Debit	Credit	Balance
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>Interest Income</b>						
	Interest		2 · Checking Mercantile		2.88	2.88
Total Interest Income				0.00	2.88	2.88
Total Income				0.00	2.88	2.88
Gross Profit				0.00	2.88	2.88
<b>Expense</b>						
<b>7 · Salaries-full time</b>						
			-SPLIT-	2,384.62		2,384.62
			-SPLIT-	2,384.62		4,769.24
Total 7 · Salaries-full time				4,769.24	0.00	4,769.24
<b>8 · Wages-Part Time</b>						
			-SPLIT-	14,928.50		14,928.50
Total 8 · Wages-Part Time				14,928.50	0.00	14,928.50
<b>9 · Payroll Taxes</b>						
			8 · Wages-Part Time	1,142.08		1,142.08
			7 · Salaries-full time	182.41		1,324.49
			7 · Salaries-full time	182.43		1,506.92
Total 9 · Payroll Taxes				1,506.92	0.00	1,506.92
<b>64900 · Office Supplies</b>						
	Adobe		2 · Checking Mercantile	15.89		15.89
Total 64900 · Office Supplies				15.89	0.00	15.89
<b>68000 · Operating Supplies</b>						
	Amazon.com		20000 · Accounts Payable	279.05		279.05
	Amazon.com		20000 · Accounts Payable	52.99		332.04
	J&B Medical Supply		20000 · Accounts Payable	18.83		350.87
	Dinges Fire Company		20000 · Accounts Payable	13,183.40		13,534.27
	J&B Medical Supply		20000 · Accounts Payable	49.48		13,583.75
	City of Lowell - Point Broadband		20000 · Accounts Payable	1,000.00		14,583.75
Total 68000 · Operating Supplies				14,583.75	0.00	14,583.75
<b>62300 · Fuel</b>						
	Fuel Management System - Pacific Pride		2 · Checking Mercantile	333.59		333.59
	Fuel Management System - Pacific Pride		2 · Checking Mercantile	421.52		755.11
Total 62300 · Fuel				755.11	0.00	755.11
<b>67000 · Professional Services</b>						
<b>67002 · Accounting</b>						
	Billing EFT Payment		2 · Checking Mercantile	500.00		500.00

Total 67002 · Accounting		<u>500.00</u>	<u>0.00</u>	<u>500.00</u>
Total 67000 · Professional Services		<u>500.00</u>	<u>0.00</u>	<u>500.00</u>
<b>61600 · Communications</b>				
Tele-Rad, inc.	20000 · Accounts Payable	<u>545.90</u>		<u>545.90</u>
Total 61600 · Communications		<u>545.90</u>	<u>0.00</u>	<u>545.90</u>
<b>68400 · Travel Expense</b>				
FDIC International	20000 · Accounts Payable	<u>617.00</u>		<u>617.00</u>
Total 68400 · Travel Expense		<u>617.00</u>	<u>0.00</u>	<u>617.00</u>
<b>68600 · Public Utilities</b>				
Consumers Energy	2 · Checking Mercantile	1,270.74		1,270.74
Consumers Energy	20000 · Accounts Payable	1,039.52		2,310.26
AT&T	20000 · Accounts Payable	236.34		2,546.60
Comcast Business	20000 · Accounts Payable	35.23		2,581.83
City of Lowell - Point Broadband	20000 · Accounts Payable	86.63		2,668.46
Red Creek Waste Services Inc.	20000 · Accounts Payable	<u>40.28</u>		<u>2,708.74</u>
Total 68600 · Public Utilities		<u>2,708.74</u>	<u>0.00</u>	<u>2,708.74</u>
<b>67200 · Repairs and Maintenance</b>				
<b>67202 · R/M Vehicles</b>				
Amazon.com	20000 · Accounts Payable	<u>7.99</u>		<u>7.99</u>
Total 67202 · R/M Vehicles		<u>7.99</u>	<u>0.00</u>	<u>7.99</u>
Total 67200 · Repairs and Maintenance		<u>7.99</u>	<u>0.00</u>	<u>7.99</u>
<b>64800 · Miscellaneous</b>				
Commercial Service Charge	2 · Checking Mercantile	<u>6.00</u>		<u>6.00</u>
Total 64800 · Miscellaneous		<u>6.00</u>	<u>0.00</u>	<u>6.00</u>
<b>68300 · Training</b>				
FDIC International	20000 · Accounts Payable	639.00		639.00
FDIC International	20000 · Accounts Payable	639.00		1,278.00
FDIC International	20000 · Accounts Payable	<u>639.00</u>		<u>1,917.00</u>
Total 68300 · Training		<u>1,917.00</u>	<u>0.00</u>	<u>1,917.00</u>
<b>69000 · Capital Expense</b>				
<b>69003 · Fire Vehicles</b>				
Apollo Fire Department	20000 · Accounts Payable	<u>6,082.10</u>		<u>6,082.10</u>
Total 69003 · Fire Vehicles		<u>6,082.10</u>	<u>0.00</u>	<u>6,082.10</u>
Total 69000 · Capital Expense		<u>6,082.10</u>	<u>0.00</u>	<u>6,082.10</u>
Total Expense		<u>48,944.14</u>	<u>0.00</u>	<u>48,944.14</u>
Net Ordinary Income		<u>48,944.14</u>	<u>2.88</u>	<u>-48,941.26</u>
<b>Net Income</b>		<u><u>48,944.14</u></u>	<u><u>2.88</u></u>	<u><u>-48,941.26</u></u>

**Lowell Fire Authority**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**For the One and Nine Months Ended March 31, 2022**

	Current Month	General Fund Year to date	Budget	Available Balance	% of the budget used
<b>Revenues</b>					
Lowell Township	-	\$ 118,845.39	158,460.50	\$ 39,615.11	75.00%
Vergennes Township	-	98,304.69	131,072.92	32,768.23	75.00%
City of Lowell	-	103,273.95	137,698.58	34,424.63	75.00%
Cost of Recovery Program	-	3,241.10	1,072.00	(2,169.10)	302.34%
Sale of Old Off Road Vehicle	-	-	-	-	#DIV/0!
Grants	-	112,500.00	112,500.00	-	100.00%
Interest and Dividends	2.88	79.36	-	(79.36)	#DIV/0!
Misc. Income	-	-	-	-	#DIV/0!
<b>Total Revenues</b>	<b>\$ 2.88</b>	<b>\$ 436,244.49</b>	<b>\$ 540,804.00</b>	<b>\$ 104,559.51</b>	<b>80.67%</b>

**Expenditures**

Salaries--Permanent	4,769.24	44,625.75	\$ 69,440.00	\$ 24,814.25	64.27%
Salaries--Temporary	14,928.50	125,131.89	162,200.00	37,068.11	77.15%
Payroll Taxes	1,506.92	12,986.46	17,550.00	4,563.54	74.00%
Worker's Compensation	-	11,824.00	12,800.00	976.00	92.38%
Office Supplies	15.89	782.24	1,000.00	217.76	78.22%
Operating Supplies	14,583.75	40,349.44	33,270.00	(7,079.44)	121.28%
Fuel	755.11	6,421.87	4,500.00	(1,921.87)	142.71%
Professional Services					
Legal	-	244.00	4,000.00	3,756.00	6.10%
Accounting	500.00	5,235.00	7,000.00	1,765.00	74.79%
Auditing	-	4,900.00	4,900.00	-	100.00%
Biocare	-	9,481.00	9,660.00	179.00	98.15%
Kent County Fire Assessment	-	18,110.28	17,000.00	(1,110.28)	106.53%
Other Memberships	-	2,319.30	4,150.00	1,830.70	55.89%
Communications	545.90	16,236.80	13,717.00	(2,519.80)	118.37%
Travel Expenses	617.00	2,123.12	2,000.00	(123.12)	106.16%
Insurance	-	8,265.00	11,000.00	2,735.00	75.14%
Public Utilities	2,708.74	15,902.84	14,000.00	(1,902.84)	113.59%
Repair and Maintenance--Buildings	-	11,845.31	8,900.00	(2,945.31)	133.09%
Repair and Maintenance--Vehicles	7.99	8,114.85	11,475.00	3,360.15	70.72%
Repair and Maintenance--Other	-	1,976.73	5,230.00	3,253.27	37.80%
Miscellaneous	6.00	1,235.10	1,500.00	264.90	82.34%
Public Education	-	1,496.69	1,500.00	3.31	99.78%
Training	1,917.00	15,454.52	15,000.00	(454.52)	103.03%
Capital Expenses					
Building Upgrades	-	-	-	-	
Fire & Rescue Vehicle Equipment	-	83,711.48	2,930.14	(80,781.34)	2856.91%
Fire Vehicles	6,082.10	6,082.10	-	(6,082.10)	#DIV/0!
Capital Expense - Other	-	-	-	-	
<b>TOTAL Expenditures</b>	<b>\$ 48,944.14</b>	<b>\$ 454,855.77</b>	<b>\$ 434,722.14</b>	<b>\$ (20,133.63)</b>	<b>104.63%</b>
<b>INCREASE/DECREASE IN NET ASSETS</b>	<b>(48,941.26)</b>	<b>(18,611.28)</b>	<b>106,081.86</b>	<b>124,693.14</b>	
Beginning Net Assets		\$ 29,992.37	\$ 29,992.37		
Ending Net Assets		\$ 11,381.09	\$ 136,074.23		

**Lowell Area Fire and Emergency Services Authority**  
**Statement of Net Position**  
**April 30, 2022**

		<u>ASSETS</u>
		Unrestricted
<b>Current Assets</b>		
	Cash	\$ 86,930.58
	Due from Lowell Township	-
	Due from Vergennes Township	-
	Due from City of Lowell	-
	<b>TOTAL Current Assets</b>	<u>86,930.58</u>
<b>Fixed Assets</b>		
	Furniture and Equipment	-
	<b>TOTAL ASSETS</b>	<u><u>\$ 86,930.58</u></u>
<b>Current Liabilities</b>		<u>LIABILITIES AND NET ASSETS</u>
	Accounts Payable	\$ 639.86
	Accrued Payroll	-
	Payroll liabilities	4,478.23
<b>Long-Term Liabilities</b>	<b>TOTAL Current Liabilities</b>	<u>5,118.09</u>
<b>Net Assets</b>	<b>TOTAL Long-Term liabilities</b>	<u>-</u>
	Beginning Net Assets	29,992.37
	Increase (Decrease) Net Assets	51,820.12
	<b>TOTAL Net Assets</b>	<u>81,812.49</u>
	<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><u>\$ 86,930.58</u></u>

	<u>Date</u>	<u>Name</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
<b>Income</b>					
<b>47900 · Member Dues</b>					
<b>Lowell Township</b>					
	04/01/2022	Lowell Township		39,615.13	39,615.13
Total Lowell Township			0.00	39,615.13	39,615.13
<b>Vergennes Township</b>					
	04/01/2022	Vergennes Township		32,768.23	32,768.23
Total Vergennes Township			0.00	32,768.23	32,768.23
<b>City of Lowell</b>					
	04/01/2022	City of Lowell		34,424.65	34,424.65
Total City of Lowell			0.00	34,424.65	34,424.65
Total 47900 · Member Dues			0.00	106,808.01	106,808.01
<b>Interest Income</b>					
	04/30/2022			2.45	2.45
Total Interest Income			0.00	2.45	2.45
Total Income			0.00	106,810.46	106,810.46
			0.00	106,810.46	106,810.46
<b>Expense</b>					
<b>7 · Salaries-full time</b>					
	04/08/2022		2,384.62		2,384.62
	04/22/2022		2,384.62		4,769.24
Total 7 · Salaries-full time			4,769.24	0.00	4,769.24
<b>8 · Wages-Part Time</b>					
	04/08/2022		13,520.50		13,520.50
Total 8 · Wages-Part Time			13,520.50	0.00	13,520.50
<b>9 · Payroll Taxes</b>					
	04/08/2022		182.43		182.43
	04/08/2022		1,034.31		1,216.74
	04/22/2022		182.41		1,399.15
Total 9 · Payroll Taxes			1,399.15	0.00	1,399.15
<b>64900 · Office Supplies</b>					
	04/11/2022	Adobe	15.89		15.89
Total 64900 · Office Supplies			15.89	0.00	15.89
<b>68000 · Operating Supplies</b>					
	04/06/2022	Dinges Fire Company	71.13		71.13
	04/11/2022	Amazon.com	89.66		160.79

	04/13/2022	J&B Medical Supply	42.89		203.68
	04/21/2022	Macqueen Equipment	62.80		266.48
	04/25/2022	Allied Fire Sales & Service LLC	70.00		336.48
Total 68000 · Operating Supplies			336.48	0.00	336.48
<b>62300 · Fuel</b>					
	04/11/2022	Fuel Management System - Pacific Pride	527.93		527.93
	04/28/2022	Fuel Management System - Pacific Pride	882.12		1,410.05
Total 62300 · Fuel			1,410.05	0.00	1,410.05
<b>67000 · Professional Services</b>					
<b>67006 · Other Memberships</b>					
	04/01/2022	Kent County Emergency Services Inc.	269.30		269.30
	04/21/2022	Bureau of EMS, Trauma & Preparedness	25.00		294.30
	04/21/2022	Bureau of EMS, Trauma & Preparedness	25.00		319.30
	04/22/2022	Bureau of EMS, Trauma & Preparedness	100.00		419.30
Total 67006 · Other Memberships			419.30	0.00	419.30
<b>67002 · Accounting</b>					
	04/05/2022	Strategic Accounting & Tax Solutions	500.00		500.00
Total 67002 · Accounting			500.00	0.00	500.00
Total 67000 · Professional Services			919.30	0.00	919.30
<b>68400 · Travel Expense</b>					
	04/11/2022	Hyatt Place Detroit NOVI	289.08		289.08
	04/11/2022	Hyatt Place Detroit NOVI	289.08		578.16
	04/30/2022	Candlewood Suites	931.32		1,509.48
	04/30/2022	Candlewood Suites	931.32		2,440.80
Total 68400 · Travel Expense			2,440.80	0.00	2,440.80
<b>68600 · Public Utilities</b>					
	04/06/2022	Consumers Energy	749.20		749.20
	04/11/2022	AT&T	236.29		985.49
	04/18/2022	Lowell Light and Power	528.93		1,514.42
	04/21/2022	Comcast Business	35.23		1,549.65
Total 68600 · Public Utilities			1,549.65	0.00	1,549.65
<b>67200 · Repairs and Maintenance</b>					
<b>67202 · R/M Vehicles</b>					
	04/15/2022	Bouwhuis Supply, Inc.	43.94		43.94
Total 67202 · R/M Vehicles			43.94	0.00	43.94
Total 67200 · Repairs and Maintenance			43.94	0.00	43.94
<b>64800 · Miscellaneous</b>					
	04/16/2022		6.00		6.00
Total 64800 · Miscellaneous			6.00	0.00	6.00

<b>69000 - Capital Expense</b>					
<b>69002 - Fire &amp; Rescue Vehicle Equipment</b>					
	04/11/2022	Allied Fire Sales & Service LLC	1,914.99		1,914.99
Total 69002 - Fire & Rescue Vehicle Equipment			<u>1,914.99</u>	<u>0.00</u>	<u>1,914.99</u>
Total 69000 - Capital Expense			<u>1,914.99</u>	<u>0.00</u>	<u>1,914.99</u>
Total Expense			<u>28,325.99</u>	<u>0.00</u>	<u>28,325.99</u>
			<u>28,325.99</u>	<u>106,810.46</u>	<u>78,484.47</u>
			<u><b>28,325.99</b></u>	<u><b>106,810.46</b></u>	<u><b>78,484.47</b></u>

	<u>Date</u>	<u>Name</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
Ordinary Income/Expense					
Income					
47900 · Member Dues					
Lowell Township					
	04/01/2022	Lowell Township		39,615.13	39,615.13
Total Lowell Township			0.00	39,615.13	39,615.13
Vergennes Township					
	04/01/2022	Vergennes Township		32,768.23	32,768.23
Total Vergennes Township			0.00	32,768.23	32,768.23
City of Lowell					
	04/01/2022	City of Lowell		34,424.65	34,424.65
Total City of Lowell			0.00	34,424.65	34,424.65
Total 47900 · Member Dues			0.00	106,808.01	106,808.01
Interest Income					
	04/30/2022			2.45	2.45
Total Interest Income			0.00	2.45	2.45
Total Income			0.00	106,810.46	106,810.46
Gross Profit			0.00	106,810.46	106,810.46
Expense					
7 · Salaries-full time					
	04/08/2022		2,384.62		2,384.62
	04/22/2022		2,384.62		4,769.24
Total 7 · Salaries-full time			4,769.24	0.00	4,769.24
8 · Wages-Part Time					
	04/08/2022		13,520.50		13,520.50
Total 8 · Wages-Part Time			13,520.50	0.00	13,520.50
9 · Payroll Taxes					
	04/08/2022		182.43		182.43
	04/08/2022		1,034.31		1,216.74
	04/22/2022		182.41		1,399.15
Total 9 · Payroll Taxes			1,399.15	0.00	1,399.15
64900 · Office Supplies					
	04/11/2022	Adobe	15.89		15.89
Total 64900 · Office Supplies			15.89	0.00	15.89
68000 · Operating Supplies					
	04/06/2022	Dinges Fire Company	71.13		71.13
	04/11/2022	Amazon.com	89.66		160.79

	04/13/2022	J&B Medical Supply	42.89		203.68
	04/21/2022	Macqueen Equipment	62.80		266.48
	04/25/2022	Allied Fire Sales & Service LLC	70.00		336.48
Total 68000 · Operating Supplies			336.48	0.00	336.48
<b>62300 · Fuel</b>					
	04/11/2022	Fuel Management System - Pacific Pride	527.93		527.93
	04/28/2022	Fuel Management System - Pacific Pride	882.12		1,410.05
Total 62300 · Fuel			1,410.05	0.00	1,410.05
<b>67000 · Professional Services</b>					
<b>67006 · Other Memberships</b>					
	04/01/2022	Kent County Emergency Services Inc.	269.30		269.30
	04/21/2022	Bureau of EMS, Trauma & Preparedness	25.00		294.30
	04/21/2022	Bureau of EMS, Trauma & Preparedness	25.00		319.30
	04/22/2022	Bureau of EMS, Trauma & Preparedness	100.00		419.30
Total 67006 · Other Memberships			419.30	0.00	419.30
<b>67002 · Accounting</b>					
	04/05/2022	Strategic Accounting & Tax Solutions	500.00		500.00
Total 67002 · Accounting			500.00	0.00	500.00
Total 67000 · Professional Services			919.30	0.00	919.30
<b>68400 · Travel Expense</b>					
	04/11/2022	Hyatt Place Detroit NOVI	289.08		289.08
	04/11/2022	Hyatt Place Detroit NOVI	289.08		578.16
	04/30/2022	Candlewood Suites	931.32		1,509.48
	04/30/2022	Candlewood Suites	931.32		2,440.80
Total 68400 · Travel Expense			2,440.80	0.00	2,440.80
<b>68600 · Public Utilities</b>					
	04/06/2022	Consumers Energy	749.20		749.20
	04/11/2022	AT&T	236.29		985.49
	04/18/2022	Lowell Light and Power	528.93		1,514.42
	04/21/2022	Comcast Business	35.23		1,549.65
Total 68600 · Public Utilities			1,549.65	0.00	1,549.65
<b>67200 · Repairs and Maintenance</b>					
<b>67202 · R/M Vehicles</b>					
	04/15/2022	Bouwhuis Supply, Inc.	43.94		43.94
Total 67202 · R/M Vehicles			43.94	0.00	43.94
Total 67200 · Repairs and Maintenance			43.94	0.00	43.94
<b>64800 · Miscellaneous</b>					
	04/16/2022		6.00		6.00
Total 64800 · Miscellaneous			6.00	0.00	6.00

69000 - Capital Expense						
69002 - Fire & Rescue Vehicle Equipment						
	04/11/2022	Allied Fire Sales & Service LLC	1,914.99		1,914.99	
Total 69002 - Fire & Rescue Vehicle Equipment			1,914.99	0.00	1,914.99	
Total 69000 - Capital Expense			1,914.99	0.00	1,914.99	
Total Expense			28,325.99	0.00	28,325.99	
Net Ordinary Income			28,325.99	106,810.46	78,484.47	
			28,325.99	106,810.46	78,484.47	

**Lowell Area Fire and Emergency Services Authority**  
**Statement of Net Position**  
**May 31, 2022**

		<u><b>ASSETS</b></u>
		Unrestricted
<b>Current Assets</b>		
	Cash	\$ 53,148.95
	Due from Lowell Township	-
	Due from Vergennes Township	-
	Due from City of Lowell	-
	<b>TOTAL Current Assets</b>	<u>53,148.95</u>
<b>Fixed Assets</b>		
	Furniture and Equipment	-
	<b>TOTAL ASSETS</b>	<u><u>\$ 53,148.95</u></u>
<b>Current Liabilities</b>		<u><b>LIABILITIES AND NET ASSETS</b></u>
	Accounts Payable	\$ 808.31
	Accrued Payroll	-
	Payroll liabilities	6,751.41
<b>Long-Term Liabilities</b>	<b>TOTAL Current Liabilities</b>	<u>7,559.72</u>
<b>Net Assets</b>	<b>TOTAL Long-Term liabilities</b>	<u>-</u>
	Beginning Net Assets	29,992.37
	Increase (Decrease) Net Assets	15,596.86
	<b>TOTAL Net Assets</b>	<u>45,589.23</u>
	<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><u>\$ 53,148.95</u></u>

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>Interest Income</b>						
	05/31/2022				5.85	5.85
Total Interest Income				0.00	5.85	5.85
Total Income				0.00	5.85	5.85
Gross Profit				0.00	5.85	5.85
<b>Expense</b>						
<b>7 · Salaries-full time</b>						
	05/06/2022	163		2,384.62		2,384.62
	05/20/2022	164		2,384.62		4,769.24
Total 7 · Salaries-full time				4,769.24	0.00	4,769.24
<b>8 · Wages-Part Time</b>						
	05/10/2022	162		19,800.00		19,800.00
Total 8 · Wages-Part Time				19,800.00	0.00	19,800.00
<b>9 · Payroll Taxes</b>						
	05/06/2022	163		182.43		182.43
	05/10/2022	162		1,514.69		1,697.12
	05/20/2022	164		182.43		1,879.55
Total 9 · Payroll Taxes				1,879.55	0.00	1,879.55
<b>64900 · Office Supplies</b>						
	05/09/2022	EFT	Adobe	15.89		15.89
Total 64900 · Office Supplies				15.89	0.00	15.89
<b>68000 · Operating Supplies</b>						
	05/02/2022	39438768	Bound Tree	376.28		376.28
	05/03/2022	28637	Dinges Fire Company	101.34		477.62
	05/19/2022	8372424	J&B Medical Supply	41.06		518.68
	05/27/2022	29438	Dinges Fire Company	95.20		613.88
Total 68000 · Operating Supplies				613.88	0.00	613.88
<b>62300 · Fuel</b>						
	05/12/2022	EFT	Fuel Management System - Pacific Pride	587.85		587.85
	05/26/2022	EFT	Fuel Management System - Pacific Pride	640.37		1,228.22
Total 62300 · Fuel				1,228.22	0.00	1,228.22
<b>67000 · Professional Services</b>						
<b>67001 · Legal</b>						
	05/04/2022	8139	Bauckham, Sparks, Thall, Seeber & Kaufman	1,407.44		1,407.44
Total 67001 · Legal				1,407.44	0.00	1,407.44
<b>67002 · Accounting</b>						

	05/03/2022	EFT	Billing EFT Payment	500.00		500.00
Total 67002 · Accounting				<u>500.00</u>	<u>0.00</u>	<u>500.00</u>
Total 67000 · Professional Services				1,907.44	0.00	1,907.44
<b>68600 · Public Utilities</b>						
	05/11/2022	May 2022	AT&T	246.29		246.29
	05/14/2022	May 2022	Comcast Business	35.23		281.52
	05/15/2022	May 2022	City of Lowell #2-02215-1- Water Bill	163.24		444.76
	05/15/2022	May 2022	City of Lowell #2-02210-2 - Water Bill	263.41		708.17
	05/19/2022	EFT	Lowell Light and Power	<u>454.20</u>		<u>1,162.37</u>
Total 68600 · Public Utilities				<u>1,162.37</u>	<u>0.00</u>	<u>1,162.37</u>
<b>67200 · Repairs and Maintenance</b>						
<b>67201 · R/M Building</b>						
	05/26/2022	118923	Seaman's	<u>247.25</u>		<u>247.25</u>
Total 67201 · R/M Building				<u>247.25</u>	<u>0.00</u>	<u>247.25</u>
<b>67202 · R/M Vehicles</b>						
	05/13/2022	50295	Allied Fire Sales & Service LLC	652.50		652.50
	05/20/2022	62611	R&R Fire Truck Repair	910.30		1,562.80
	05/20/2022	62620	R&R Fire Truck Repair	620.83		2,183.63
	05/20/2022	62623	R&R Fire Truck Repair	150.00		2,333.63
	05/20/2022	62622	R&R Fire Truck Repair	150.00		2,483.63
	05/20/2022	62621	R&R Fire Truck Repair	<u>150.00</u>		<u>2,633.63</u>
Total 67202 · R/M Vehicles				<u>2,633.63</u>	<u>0.00</u>	<u>2,633.63</u>
<b>67203 · R&amp;M Other</b>						
	05/02/2022	2080	North Breathing Air, LLC	<u>595.00</u>		<u>595.00</u>
Total 67203 · R&M Other				<u>595.00</u>	<u>0.00</u>	<u>595.00</u>
Total 67200 · Repairs and Maintenance				<u>3,475.88</u>	<u>0.00</u>	<u>3,475.88</u>
<b>64800 · Miscellaneous</b>						
	05/16/2022			<u>6.00</u>		<u>6.00</u>
Total 64800 · Miscellaneous				<u>6.00</u>	<u>0.00</u>	<u>6.00</u>
Total Expense				<u>34,858.47</u>	<u>0.00</u>	<u>34,858.47</u>
Net Ordinary Income				<u>34,858.47</u>	<u>5.85</u>	<u>-34,852.62</u>
<b>Net Income</b>				<u><u>34,858.47</u></u>	<u><u>5.85</u></u>	<u><u>-34,852.62</u></u>

**Lowell Fire Authority**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**For the One and Eleven Months Ended May 31, 2022**

	Current Month	General Fund Year to date	Budget	Available Balance	% of the budget used
<b>Revenues</b>					
Lowell Township	-	\$ 158,460.52	158,460.50	\$ (0.02)	100.00%
Vergennes Township	-	131,072.92	131,072.92	-	100.00%
City of Lowell	-	137,698.60	137,698.58	(0.02)	100.00%
Cost of Recovery Program	-	3,241.10	1,072.00	(2,169.10)	302.34%
Sale of Old Off Road Vehicle	-	-	-	-	#DIV/0!
Grants	-	112,500.00	112,500.00	-	100.00%
Interest and Dividends	5.85	87.66	-	(87.66)	#DIV/0!
Misc. Income	-	-	-	-	#DIV/0!
<b>Total Revenues</b>	<b>\$ 5.85</b>	<b>\$ 543,060.80</b>	<b>\$ 540,804.00</b>	<b>\$ (2,256.80)</b>	<b>100.42%</b>
<b>Expenditures</b>					
Salaries--Permanent	4,769.24	54,164.23	\$ 69,440.00	\$ 15,275.77	78.00%
Salaries--Temporary	19,800.00	158,452.39	162,200.00	3,747.61	97.69%
Payroll Taxes	1,879.55	16,265.16	17,550.00	1,284.84	92.68%
Worker's Compensation	-	11,824.00	12,800.00	976.00	92.38%
Office Supplies	15.89	814.02	1,000.00	185.98	81.40%
Operating Supplies	613.88	41,772.54	33,270.00	(8,502.54)	125.56%
Fuel	1,228.22	9,060.14	4,500.00	(4,560.14)	201.34%
Professional Services					
Legal	1,407.44	1,651.44	4,000.00	2,348.56	41.29%
Accounting	500.00	6,235.00	7,000.00	765.00	89.07%
Auditing	-	4,900.00	4,900.00	-	100.00%
Biocare	-	9,481.00	9,660.00	179.00	98.15%
Kent County Fire Assessment	-	18,110.28	17,000.00	(1,110.28)	106.53%
Other Memberships	-	3,523.40	4,150.00	626.60	84.90%
Communications	-	16,236.80	13,717.00	(2,519.80)	118.37%
Travel Expenses	-	4,563.92	2,000.00	(2,563.92)	228.20%
Insurance	-	9,245.00	11,000.00	1,755.00	84.05%
Public Utilities	1,162.37	19,523.41	14,000.00	(5,523.41)	139.45%
Repair and Maintenance--Buildings	247.25	12,339.81	8,900.00	(3,439.81)	138.65%
Repair and Maintenance--Vehicles	2,633.63	11,249.04	11,475.00	225.96	98.03%
Repair and Maintenance--Other	595.00	6,721.43	5,230.00	(1,491.43)	128.52%
Miscellaneous	6.00	1,247.10	1,500.00	252.90	83.14%
Public Education	-	1,496.69	1,500.00	3.31	99.78%
Training	-	15,454.52	15,000.00	(454.52)	103.03%
Capital Expenses					
Building Upgrades	-	-	-	-	
Fire & Rescue Vehicle Equipment	-	87,050.52	2,930.14	(84,120.38)	2970.87%
Fire Vehicles	-	6,082.10	-	(6,082.10)	#DIV/0!
Capital Expense - Other	-	-	-	-	
<b>TOTAL Expenditures</b>	<b>\$ 34,858.47</b>	<b>\$ 527,463.94</b>	<b>\$ 434,722.14</b>	<b>\$ (92,741.80)</b>	<b>121.33%</b>
<b>INCREASE/DECREASE IN NET ASSETS</b>	<b>(34,852.62)</b>	<b>15,596.86</b>	<b>106,081.86</b>	<b>90,485.00</b>	
Beginning Net Assets		\$ 29,992.37	\$ 29,992.37		
Ending Net Assets		\$ 45,589.23	\$ 136,074.23		

**Lowell Fire Authority  
Budget Amendment  
June 4, 2021**

	Budget FY 2022	General Fund 5/30/2022	Changes to FY 2022 budget	Amended Budget 6/6/2022
<b>Revenues</b>		<b>11 months results</b>		
Lowell Township	158,460.50	\$ 158,460.50	-	\$ 158,460.50
Vergennes Township	131,072.92	131,072.92	-	131,072.92
City of Lowell	137,698.58	137,698.60	-	137,698.58
Cost of Recovery Program	1,072.00	3,241.10	-	1,072.00
Grants	112,500.00	112,500.00	-	112,500.00
Misc. Income	-	-	-	-
Interest	-	87.66	-	-
<b>Total Revenues</b>	<b>\$ 540,804.00</b>	<b>\$ 543,060.78</b>	<b>\$ -</b>	<b>\$ 540,804.00</b>
<b>Expenditures</b>				
Salaries--Permanent	69,440.00	54,164.23	\$ -	\$ 69,440.00
Salaries--Temporary	162,200.00	158,452.39	10,000.00	172,200.00
Payroll Taxes	17,550.00	16,265.16	1,200.00	18,750.00
Worker's Compensation	12,800.00	11,824.00	-	12,800.00
Office Supplies	1,000.00	814.02	-	1,000.00
Operating Supplies	33,270.00	41,772.54	12,000.00	45,270.00
Fuel	4,500.00	9,060.14	7,000.00	11,500.00
Professional Services			-	
Legal	4,000.00	1,651.44	-	4,000.00
Accounting	7,000.00	6,235.00		7,000.00
Auditing	4,900.00	4,900.00	-	4,900.00
Biocare	9,660.00	9,481.00	800.00	10,460.00
Kent County Fire Assessment	17,000.00	18,110.28	2,500.00	19,500.00
Other memberships	4,150.00	3,523.40	-	4,150.00
Communications	13,717.00	16,236.80	7,000.00	20,717.00
Travel Expenses	2,000.00	4,563.92	3,000.00	5,000.00
Insurance	11,000.00	9,245.00		11,000.00
Public Utilities	14,000.00	19,523.41	8,000.00	22,000.00
Repair and Maintenance--Buildings	8,900.00	12,339.81	6,000.00	14,900.00
Repair and Maintenance--Vehicles	11,475.00	11,249.04	1,500.00	12,975.00
Repair and Maintenance--Other	5,230.00	6,721.43	3,000.00	8,230.00
Miscellaneous	1,500.00	1,247.10	300.00	1,800.00
Public Education	1,500.00	1,496.69	-	1,500.00
Training	15,000.00	15,454.52	1,000.00	16,000.00
Capital Expenses			-	-
Building Upgrades	-	-	-	-
Fire & Rescue Vehicle Equipment	2,930.14	87,050.52	87,000.00	89,930.14
Fire Vehicles	-	6,082.10	6,500.00	6,500.00
<b>TOTAL Expenditures</b>	<b>\$ 434,722.14</b>	<b>\$ 527,463.94</b>	<b>\$ 156,800.00</b>	<b>\$ 591,522.14</b>
<b>INCREASE/DECREASE IN NET ASSETS</b>	<b>106,081.86</b>	<b>15,596.84</b>	<b>(156,800.00)</b>	<b>(50,718.14)</b>

# BYLAWS OF LOWELL AREA FIRE AND EMERGENCY SERVICES AUTHORITY

## ARTICLE I

### Name

#### Section 1. Name

The name of this authority is the Lowell Area Fire and Emergency Services Authority (the "Authority").

#### Section 2. Offices.

The Authority may have such offices as the Authority Board may determine or the affairs of the Authority may require ~~from time to time~~.

## ARTICLE II

### Board Members

#### Section 1. General Powers.

The business and affairs of the Authority shall be managed by its Authority Board except as otherwise provided by statute or by these Bylaws.

#### Section 2. Authority Board Membership

Membership of the Authority Board shall be as set out in the Intergovernmental Agreement most recently entered into by the City of Lowell, Charter Township of Lowell and Township of Vergennes.

#### Section 3. Removal

Members of the Authority Board may be removed by the appointing governing body.

#### Section 4. Conflict of Interest

- A. An Authority Board member who has a direct interest in any matter before the Authority shall disclose said member's interest prior to the Authority's consideration of the matter and ~~of~~ its taking action with respect to the matter, which disclosure shall become a part of the record of the Authority's official proceedings. Said interested Authority Board member shall abstain from all discussion, consideration, or action relating to said matter.
- B. Conflicts of Interest. A conflict of interest exists if there is a matter dealing with a Board Member's "Immediate Family Member." Immediate Family Member means a person who is related to a public servant of the City or Townships as a spouse or as any of the following, whether by marriage, blood or adoption: parent, child, brother, sister, uncle, aunt, nephew, niece, first cousin, grandparent, grandchild, father-in-law, mother-in-

law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, brother-in-law, or sister-in-law or a business associate or partner.

## Section 5. Meetings

The Authority Board shall meet ~~on a at least~~ quarterly ~~basis~~ and shall publish a schedule of such meetings. In addition, meetings of the Authority Board may be called by or at the request of the Chairperson, Vice Chairperson or any three Authority Board ~~or any three Authority Board~~ members. The meetings of the ~~Authority Board~~ shall be public, and the appropriate notice of such meetings shall be provided to the public. Closed meetings may be called for any of the reasons allowed under the Open Meetings Act and conducted pursuant thereto.

The meetings shall comply with Open Meetings Act and meeting procedures rules.

Meetings will be conducted under the Roberts Rules of Order, most recent edition, if not otherwise provided by law or these ~~By Laws~~ Bylaws.

## Section 6. Notice

Notice of any meetings shall be given in accordance with the Open Meetings Act, Public Act 267 of 1976, and as amended. It shall be the responsibility of the Secretary or designee to ~~have~~ all provide proper notices ~~given~~.

## Section 7. Quorum

No action shall be taken except at a meeting at which a quorum of Members of the Board entitled to vote is present in person. A quorum shall consist of not less than a majority of the duly appointed voting Members of the Board.

~~A majority of the members of the Authority Board (4) then in office constitutes a quorum for the transaction for business at any meeting of the Authority Board provided, that if less than a majority of the board members are present at the meeting, a majority of the board members present may adjourn the meeting without further notice. If a majority vote for adjournment is unable to be cast by those board members present the meeting shall be considered in recess until the next meeting at which a quorum is present. The vote of the majority of members present at a meeting at which a quorum is present constitutes the action of the Authority Board unless the vote of a larger number is required by statutes or these Bylaws. Amendment of the Bylaws by the Authority Board requires the vote of not less than two-thirds (2/3) of the member of the Authority Board then in office.~~

## Section 8. Committees

- A. The Authority Board may designate one or more committees, each committee to consist of one or more of not more than two (2) Board Members and other designees as desired ~~the board members~~. The Authority Board may ~~designate one or more board members as alternate members of a committee who may replace an absent or disqualified member at the meeting of the committee. In the absence or disqualification of a member of a committee the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Authority Board (to act at the meeting in~~

~~place of such an absent or disqualified member).~~ A committee, and each member thereof, shall serve at the pleasure of the Authority Board.

~~The meetings shall comply with Open Meetings Act and meeting procedures rules.~~

## ARTICLE III

### Officers

#### Section I. Officers

The officers of the Authority shall be elected by the Authority Board and shall consist of a Chairperson, Vice Chairperson and Secretary and Treasurer. The Authority Board may also appoint a recording secretary and assistant treasurer who need not be members of the Authority Board but shall in the case of the assistant treasurer give bond for the faithful discharge of duties of office in such sum and with such sureties as the Authority Board may determine. Two or more offices may be held by the same person but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or the articles or bylaws are to be executed, acknowledged or verified by two or more officers.

#### Section 2. Election and Term of Office

The officers of the Authority Board shall be elected annually, at the January meeting of the Authority Board. If the election of officers shall not be held or made at such meetings, such election shall be held or made as soon thereafter as is convenient. Each officer so elected or appointed shall hold office for the term of which said officer is elected or appointed and until said officer's successor is elected or appointed and qualified, or until said officer's resignation or removal.

#### Section 3. Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the appointment by the relevant appointing authority relevant municipality.

#### Section 4. Chief Executive Officer Chairperson.

The Chairperson shall preside at all meetings of the Board, and shall have all privileges and duties of a Board Member, including the right to vote on all matters.

~~The Chairperson shall be the Chief Executive Officer of the Authority but he/she may from time to time delegate all or any part of his/her duties to the Vice Chairperson, or to the Chief as provided in the Services Agreement. He/she shall preside at all meetings of the Authority Board; he/she shall have general and active management of the business of the Authority and shall perform all duties of the office. He/she shall be ex-officio a member of all committees and shall have the general power and duties of supervision and management of the Authority.~~

#### Section 5. Vice-Chairperson.

The Vice-Chairperson shall exercise all duties and authority of the Chairperson in the absence of the Chairperson.

#### Section 65. Secretary

The Secretary shall keep all minutes of the meetings of the Board and all the records of the Board.

~~The Secretary shall attend all meetings of the Authority Board and record all votes and the minutes of all proceedings in a book to be kept for that purpose, provide notices, and shall perform like duties for the committees when required. The Secretary shall further perform all duties of the office of Secretary as directed by the Chairperson.~~

#### Section 76. Treasurer

The Treasurer shall receive, deposit, invest and reinvest all funds of the Authority. The Treasurer shall keep accurate financial records and shall keep all Members of the Board reasonably apprised of the financial status of the Authority upon intervals established by the Board. Copies of all reports provided to the Board by the Treasurer regarding the finances of the Authority shall be provided to the City and the Townships after each scheduled meeting. the Treasurer, before entering upon the duties of the office, shall give a bond to the Authority in the sum and with such sureties as the Board shall require and approve, conditioned on the faithful discharges of the duties of the office and further conditioned that the Treasurer will account for and pay over according to law all money that comes in the Treasurer's hands as Treasurer. The bond premium shall be paid for by the Authority.

~~The Treasurer shall perform all duties of the office of Treasurer. The Treasurer shall disburse the funds of the Authority as may be ordered by the Authority Board, taking proper vouchers for such disbursements, and shall render to the Authority Board, at the regular meetings of the Authority Board, or whenever they may require, an account of all his/her transactions as Treasurer and of the financial condition of the Authority no less than monthly. The Treasurer shall give the Authority a bond in a sum to be determined by the Authority Board and approved by a governing body with one or more sureties satisfactory to the Board for the faithful performance of the duties of his/her office, and for the restoration to the Authority in case of his/her death, resignation, retirement or removal from office of all books, papers, vouchers, money and other property of whatever kind in his/her possession or under his/her control belonging to the Authority.~~

#### Section 87. Delegation of Duties of Officers

The Board, in its discretion, may combine the position of the Secretary and Treasurer into one position, titled, "Secretary-Treasury." The Board may delegate some or all of the functions of the Secretary and/or Treasurer to a person determined by the Board qualified to perform such duties. If the Board chooses to delegate some or all of the functions of the Secretary and/or Treasurer, to any municipal Clerk or Treasurer, or to either of them, or such other qualified staff member of the City of Townships, the City Council or Township Boards must first approve such delegation by Resolution.

In the absence of any officer of the Authority, or for any other reason that the Authority Board may deem sufficient, the Authority Board may delegate, by resolution, from time to time, and for such time as it may deem appropriate, the powers or duties, or any of them, of such officer

to any other officer, or to any board member, provided a majority of the Authority Board then in office concurs therein.

## ARTICLE IV

### Contracts, Loans, Checks, Deposits and Purchasing

#### Section 1. Contracts

The Authority Board may authorize any officer or officers, agent or agents, to enter into any contract to execute and deliver any instrument in the name of and on behalf of the Authority and such authority may be general or confined to specific instances.

#### Section 2. Checks, Drafts

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Authority shall be signed by the Treasurer and the Chairperson, and or as may be delegated by the Board.

#### Section 3. Deposits

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in such banks, or other depositories as the Authority Board may select and as approved by State Law.

#### ~~Section 4. Purchasing~~

- ~~A. All purchases of materials, supplies or services in an amount of more than ten thousand dollars (\$10,000.00) must be competitively bid with seal bids and submitted to the Authority for approval. Notification of competitive bids shall be published in a local and / or area newspaper or on the home page of the Lowell City's, Vergennes Township's, and Lowell Township's home page of the websites. Purchase of materials, supplies or services shall not be separated so as to avoid the competitive bidding process. In the event no bids are received or all bids are rejected, the Authority may, after stating the reasons therefore, direct the Fire Chief to make the purchase in the open market.~~
- ~~B. All purchases of budgeted materials supplies or services in an amounts between two thousand (\$2,000.00) and ten thousand dollars (\$10,000.00) may be made without competitive bids, but shall be made upon (i) obtaining at least three (3) vendor quotes and (ii) approval of the Fire Chief. If at least three (3) vendor quotes cannot be secured, a written explanation shall be filed with the Authority Treasurer with the invoice for payment.~~
- ~~C. All purchases of budgeted materials, supplies or services in the amounts less than thousand dollars (\$2,000.00) may be made without competitive bids or quotes upon the approval of the Fire Chief, however, every effort must be made to obtain the best price. A written explanation shall be filed with the Authority Treasurer with the invoice for payment.~~

- ~~D. All purchases of unbudgeted materials, supplies or services shall be made by the Fire Chief upon the approval of the Authority. At least three (3) vendor quotes shall be obtained for amounts between two thousand dollars (\$2,000.00) and ten thousand dollars (\$10,000.00). If at least three (3) vendor quotes cannot be secured, a written explanation shall be forwarded to the Fire Chief and the Authority and filed with the Authority's Treasurer.~~
- ~~E. If two (2) or more qualified local vendors are located in the service area of the Authority or surrounding area, the requirement of obtaining competitive bid or quotations may be limited to such local vendors upon the prior approval of the Chair of the Authority.~~
- ~~F. The Authority reserves the right at any time to accept, reject or modify all or any portion of competitive bids or quotes or to select a vendor other than the vendor providing the lowest bid, quote or price when it deems it would otherwise be in the best interests of the Authority.~~
- ~~G. The competitive bidding or quotation requirement of this section may be waived by majority votes of the Authority where there is a sole supplier or otherwise conditions exist which inhibit the bidding or quotation process.~~

#### Section 45. Disposal of Assets

~~Authority assets may be sold or disposed of by the Board consistent with state law and in the best interests of the Authority, and with timely notice to the members of the Authority. state law and pursuant to resolution by the Board, in a manner that maximizes the purchase price or for any governmental purpose that is in the best interest of the Authority, with notice to the Members of the Authority and reasonable notice to the public. And, with notice to the Board at the regular meeting prior to the meeting at which action on disposal of assets is to be taken.~~

### ARTICLE V

#### Fiscal Year

The Fiscal year of the Authority shall begin on the 1st day of July and end on the 30th day of June.

### ARTICLE VI

#### Powers of Authority

~~The Authority Board of the Authority shall have the power to perform all functions authorized such boards by the Michigan Urban Cooperation Act, Public Act 7 of 1967, together with such other powers as are necessarily incident thereto, including the following:~~

- ~~A. Management, administration, control and direction of the operations, personnel, buildings, ground, facilities, firefighting apparatus and equipment related directly or indirectly to the protection of persons or property from, and the prevention of the occurrence of fire, including investigation and detection of the causes of fire;~~
- ~~B. Budget preparation and control;~~

- ~~C. Improvement and expansion of the foregoing;~~
- ~~D. Preparation and maintenance of records and reports; and~~
- ~~E. Such other duties and responsibilities as determined necessary from time to time by resolution of the Authority Board and any other power or duty authorized or permitted by any statute or ordinance, directly or indirectly related to the Fire Department's purposes.~~

## **ARTICLE VII**

### **Fire Department**

#### **Section 1. Fire Department**

~~The Authority Board shall oversee the obligations of the Lowell Area Fire Department and shall cause said Fire Department to develop and adopt its own set of bylaws governing the internal affairs and obligations of said Fire Department. The Fire Department Bylaws and amendments thereto shall not be effective until approved by the Authority Board, which may also at any time revoke, modify or amend any such bylaws.~~

#### **Section 2. Standard Operating Guidelines**

~~Consistent state law, the Service Agreement, and other applicable authority, and the Fire Department shall establish, maintain and periodically review Standard Operating Guidelines, which shall be promptly filed with the Authority Board.~~

#### **Section 3. Membership in the Department**

- ~~A. Qualifications and eligibility. All firefighters shall be retained based on merit and qualifications and shall be an at will position.~~
- ~~B. Removal. Members of the Fire Department may be removed by the Fire Chief, on at will basis, as provided in the Standard Operating Guidelines of the Fire Department.~~
- ~~C. Appointment of chief and members. The Authority Board shall appoint and may remove the fire chief who shall be an at will position. Members of the Fire Department shall be appointed as provided in the Standing Operating Guidelines.~~
- ~~D. Expenses. The Authority Board may authorize payment of reasonable and necessary expenses incurred by any such member in the performance of authorized business of the Department, with prior approval.~~

#### **Section 4. Budgets and Reports**

~~The Department shall prepare and submit a proposed budget to the Authority Board, as required. The Department shall also prepare and file any reports at such time and in the form required by the Authority Board or state statute.~~

#### **Section 5. Public Hearing: Decisions**

~~If the Authority holds any public hearing, the hearing shall be conducted in accordance with the~~

~~requirements of any applicable state statute. Decisions shall be made in accordance with principles of due process of law, and the reasons and facts relied upon in making the decision shall be set forth in the record of the proceeding.~~

## **Article ~~IV~~VIII**

### **Amendments**

These Bylaws may be altered or amended or repealed by the required affirmative vote of the Authority Board then in office at any regular or special meeting called for that purpose and approved by the participating municipalities.

### **ADOPTED**

At a regular meeting of the Authority Board held on \_\_\_\_\_, 2022 it was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve and adopt these amended Bylaws of the Lowell Fire and Emergency Services Department Authority as set out above.

Voting Ayes: \_\_\_\_\_

Voting Nays: \_\_\_\_\_

Attested:

\_\_\_\_\_, 2022  
Secretary

LOWELL AREA FIRE AND EMERGENCY  
SERVICES AUTHORITY  
CITY OF LOWELL AND  
LOWELL CHARTER AND VERGENNES TOWNSHIPS  
COUNTY OF KENT, MICHIGAN

RESTATED JOINT FIRE AND EMERGENCY SERVICES AGREEMENT

THIS RESTATED JOINT FIRE AND EMERGENCY SERVICES AGREEMENT is made as of March 21, 2016 between the CITY OF LOWELL, a Michigan municipal corporation (the "City" or "City of Lowell"), LOWELL CHARTER TOWNSHIP, a Michigan charter township ("Lowell Charter Township") and VERGENNES TOWNSHIP, a Michigan general law township ("Vergennes"). Vergennes and Lowell Charter Township are sometimes collectively referred to as the "Townships" and the City and the Township are sometimes individually or collectively referred to as a "Party", the "Parties" or a "Municipality" or the "Municipalities".

RECITALS

- A. The Urban Cooperation Act of 1967, Act 7 of the Public Acts of Michigan of 1967, Ex. Sess., as amended ("Act 7") being MCL 124.501 (et seq.); MSA 5.4088(1) (et seq.), authorizes interlocal agreements between public agencies to exercise jointly any power, privilege or authority which the agencies share in common and which each might exercise separately.
- B. The City and Townships are public agencies as defined in Act 7 which are each authorized by state law to provide for fire protection and emergency medical support and may establish, operate and maintain an emergency services or fire department to provide such service.
- C. The City and Townships deem it to be in the best interests of their citizens to jointly establish , operate and maintain a fire and emergency services authority and to enter into an interlocal agreement to create a fire and emergency services authority as a separate legal entity, to provide for its funding, operation and maintenance on the terms and conditions set forth below.
- D. On or about November 17, 2008, the City and the Township entered into a Joint Fire and Emergency Service Agreement and which agreement has been amended on at least one occasion. The prior agreement and all amendments are referred to as the "Prior Agreement" . The Parties desire to amend and restate the Prior Agreement and thus enter into this Restated Joint Fire and Emergency Service Agreement ("Agreement").

**AGREEMENT**

**NOW, THEREFORE**, in exchange for the consideration in and referred to by this Agreement , the parties agree as follows:

**ARTICLE I  
CREATION OF AUTHORITY**

Section 1.1 Creation. There is established and continued the Lowell Area Fire and Emergency Services Authority (the "Authority ") in accordance with Act 7 and the terms of this Agreement by the parties entering into this Agreement.

For Approval by the  
Authority Board  
on February 8, 2016

Section 1.2 Jurisdiction. The Authority shall provide fire protection and emergency medical support and other emergency services to the entire area of the City of Lowell, Vergennes Township and that portion of Lowell Charter Township lying north of the centerline of Cascade Road.

Section 1.3 Power of the Authority. The Authority, by action of the Board (defined below), shall have the following authority and functions:

- (a) To plan, establish, maintain and operate the Authority, and its facilities, programs and services in order to provide fire protection and emergency medical support and other emergency services.
- (b) To acquire, sell, lease or otherwise dispose of real and personal property, subject to the provisions of this Agreement and limitations imposed at the time of purchase. **All** property of the Authority shall be used solely for the purposes stated in this Agreement.
- (c) To employ, discipline, suspend, terminate, and set and adjust compensation for a fire chief ("Fire Chief" or "Chief") (by majority vote of the Board), and delegate to the Chief management of the Fire Department and to adjust compensation for such personnel employed by the Authority.
- (d) To accept funds , goods, voluntary work or other assistance to carry out Authority functions or obligations, from any source public or private including local governmental funding of specific projects, grants, including state or federal and private donations. A complete record of all funds received from any source and expenditures made shall be maintained and reported monthly to the Authority and be part of the annual financial budget.
- (e) To enter into agreements with one or more public or private agencies to enable the Authority to receive services under this agreement. This authorization specifically includes mutual aid agreements , as well as other agreements the Authority may enter into, including all agreements necessary **in** the course of Authority 's operations and business.
- (f) To recommend local ordinance provisions and changes to the City and Townships, as necessary, to provide for the safety of the public, and promote the efficient use of the Authority's property, facilities, programs and services.

Section 1.4 Governing Body.

- (a) *Governing Board.* The Authority shall be governed by a board known as the Lowell Area Fire and Emergency Services Board (the "Board") and shall be a public body corporate with the powers to sue or to be sued in its own name. It shall be afforded **all** immunity provided by law.
- (b) *Composition/Term.* The Board shall consist of six (6) members (each a "Member" or collectively the "Members"). The legislative body of each municipality (i.e. the Lowell City Council, the Lowell Township Board, and the Vergennes Township Board) shall

appoint two (2) Members from the citizenry, one of which must be a member of the legislative body. However, initially, in order to achieve staggered terms, the term of one Member from each Municipality shall be for two (2) years. Terms of Members are for four (4) years. All Members shall be qualified electors of their appointing Municipalities and are eligible for reappointment. Members shall not be an officer or employee of the Authority, nor shall Members be the spouse of any such officer or employee of the Authority. A vacancy on the Board shall be filled by the original appointing legislative body.

- (c) *Compensation.* All Board Members shall serve without compensation, but shall be reimbursed by the Board for actual and necessary expenses incurred in the performance of Board duties as approved by the Authority.
- (d) *Removal.* Any Member of the Board may be removed at the discretion of the governing body of the Municipality appointing such Member.
- (e) *Voting.* Each Member of the Board is entitled to vote upon all matters to come before the Board, in the absence of a conflict of interest. A Member of the Board is entitled to one vote for each action taken by the Board. Unless specifically stated otherwise in this Agreement or in applicable law, all actions taken by the Board shall require approval of not less than a simple majority of those Members of the Board at a meeting where there is a quorum present. Proxy voting is not allowed. All voting and deliberation shall be in person.
- (f) *Quorum.* No action shall be taken except at a meeting at which a quorum of Members of the Board entitled to *vote* is present in person. A quorum shall consist of not less than a majority of the duly appointed voting Members of the Board.
- (g) *Meetings.* The Board shall meet at least once a quarter and shall annually establish a meeting schedule which shall be posted at the offices of the City and the Townships, in the manner and time provided by law. Special meetings may be called by the Chairperson or Vice-Chairperson, or any three (3) Board Members. All Board Members shall be notified in writing at least eighteen (18) hours prior to the special meeting. All meetings of the Board shall be noticed, held and conducted as required by law, including the Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended. Notice of special meetings shall be posted at the Lowell City Hall, Lowell Township Hall, Vergennes Township Hall and all Fire Stations. Only items posted in this notice will be considered at the special meeting.
- (h) *Minutes.* Minutes of all Board meetings shall be prepared and approved as required by law. Copies of the minutes shall be provided to the City and Townships following Board meetings. Minutes and public records shall be available from the Authority in accordance with the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, as amended.
- (i) *Rules.* The Board may adopt bylaws for the conduct of its meetings which shall not be inconsistent with the terms of this Agreement.
- U) *Officers.* At the Board's annual organizational meeting, which shall be held as near as practicable, each January, the Board shall select from among its Members a

Chairperson , Vice-chairperson, Secretary and Treasurer for terms that expire at the first meeting in January the following year. The officers shall have the following duties and authority:

1. Chairperson. The Chairperson shall preside at all meetings of the Board, and shall have all privileges and duties of a Board Member, including the right to vote on all matters.
2. Vice-Chairperson . The Vice-Chairperson shall exercise all duties and authority of the Chairperson in the absence of the Chairperson.
3. Secretary. The Secretary shall keep all minutes of the meetings of the Board and all of the records of the Board.
4. Treasurer . The Treasurer shall receive, deposit, invest and reinvest all funds of the Authority. The Treasurer shall keep accurate financial records and shall keep all Members of the Board reasonably apprised of the financial status of the Authority upon intervals established by the Board. Copies of all reports provided to the Board by the Treasurer regarding the finances of the Authority shall be provided to the City and Townships after each scheduled meeting. The Treasurer, before entering upon the duties of the office, shall give a bond to the Authority in the sum and with such sureties as the Board shall require and approve, conditioned on the faithful discharges of the duties of the office and further conditioned that the Treasurer will account for and pay over according to law all money that comes in the Treasurer's hands as Treasurer. The bond premium shall be paid for by the Authority.

The Board may combine the position of Secretary and Treasurer into a Secretary-Treasurer position. The Board may delegate some or all of the functions of the Secretary and/or Treasurer to a person determined by the Board qualified to perform such duties. If the Board chooses to delegate some or all of the functions of the Secretary and/or Treasurer to any municipal Clerk or Treasurer, or to either of them, or to such other qualified staff member of the City or Townships, the City Council or townships boards must first approve such delegation by Resolution.

(k) Conflicts of Interest. A conflict of interest exists if there is a matter dealing with a Board Member's "Immediate Family Member". Immediate Family Member means a person who is related to a public servant of the City or Township as a spouse or as any of the following, whether by marriage, blood or adoption: parent, child, brother, sister, uncle, aunt, nephew, niece, first cousin, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother , stepsister , half-brother, half-sister, brother-in-law, or sister-in-law or a business associate or partner.

A conflict of interest shall always be disclosed, on the record, and, unless waived by the majority of the other Board Members at such meeting, the Member having a conflict of interest shall recuse them self from the any discussion, deliberation, and vote on the matter.

Section 1.5 Chief. The Board shall employ a Chief who shall be responsible for managing the day to day operations of the Authority. The Chief shall be responsible to the Board, and shall be an "at will" employee of the Authority. As an "at will employee", the Authority may terminate the Chief at any time, with or without cause and with or without notice. The Board may employ or authorize the Chief to employ other officer positions, fire fighters, emergency personnel, and employees to assist the Chief, and may establish procedures for the hiring and removal of such positions, which in its discretion, may or may not include the Board's active participation. Any individual occupying a position of the chief shall serve as an "at will" employee of the Authority and subject to removal, discipline, and/or adjustment in compensation by the Board with or without cause and with or without notice. An annual review of the Chief will be undertaken by the Board ~~at the time of budget approval~~ as determined at a reasonable time before budget approval. The Chief shall be hired based on qualifications, experience and merit and shall hold all required certifications to carry out the job responsibilities as a Chief.

Section 1.6 Adding a Municipality. The Authority may work with additional municipalities to join the Authority and propose the addition of those municipalities to the parties to this Agreement, provided, the Authority does all of the following:

- (a) Prepares and presents to each of the parties to this Agreement a cost benefit analysis demonstrating that the addition of the new municipality will not have a negative impact on the financial condition of the Authority or the level of services provided to existing parties;
- (b) Proposes any necessary amendments to the Agreement to accommodate the addition of the municipality; and,
- (c) Obtains the written approval of an amendment to this Agreement from all parties to this Agreement and the municipality seeking to become a participant.

Section 1.7 Contracting for Services. The Authority may contract with other municipalities and other entities who provide for fire protection and emergency medical services for areas located within the jurisdiction covered by this Agreement so long as the term of any such contract does not exceed the initial term of this Agreement. The Authority may also, by contract, provide fire protection and emergency medical services to a municipality not a party to this Agreement and outside of the geographic boundaries of the parties to this Agreement as long as the term of the contract does not exceed thirty (30) years.

**ARTICLE 11  
FINANCING**

Section 2.1 Fiscal Year. The fiscal year of the Authority shall be from July 1st to June 30th \_

Section 2.2 Annual Budget. The Board shall prepare an annual budget ("Annual Budget") for operation of the Authority which shall be a line-item budget prepared in accordance with the Uniform Budget and Accounting Act.

(a) The proposed Annual budget shall be submitted to the City and Townships for review prior to February 1st of each year. The City and Townships may recommend

adjustments to the Authority Budget to their own designated Board representatives but shall not amend, reject or approve the submitted budget. Such recommendations shall be made by April 15th. It is expected that the Authority will seek to maintain a budget which recognizes the financial constraints of the municipalities with regard to their ability to levy taxes or collect monies in support of the Authority and strive to keep any budget increases in line with the then current rate of inflation with an allowance for new growth within the service area. The Board is encouraged to set aside funds in the form of reserves to defray budget deficits and future capital purchases.

- (b) The Board may only disburse funds according to the Board approved Annual Budget and terms of this Agreement. The Board may amend the Annual Budget if necessary to meet deviations in expected revenues or authorized expenditures.

Section 2.3. Funding Formula. The City and Townships shall contribute to the Annual Budget for the Authority as follows:

<u>Component</u>	<u>Weight</u>	<u>Description</u>
State Equalized Value	40%	State equalized value for those sections of each Municipality covered by this agreement as certified by the Kent County Equalization Department.
Population	20%	As determined by the most recent decennial census completed by the U.S. Bureau of Census of those sections of a municipality covered by this agreement.
Number of Runs	40%	Based on the average amount of the previous three years runs. Mutual aid runs shall not be included in this calculation.

Section 2.4 Quarterly Payments. The City and Townships shall make payment to the Authority on a quarterly basis to cover their pro-rated portion of the Authority 's annual budget. Payments shall be made no later than the first business day of the months of January, April, July and October.

Section 2.5 Annual Audit. The Board shall commission a Certified Public Accountant to conduct an annual financial audit following the end of each fiscal year. In addition to furnishing copies of the audit to any appropriate federal and state agencies, copies of the audit shall be furnished to each Member of the Board and to the Clerk of each incorporating Municipality.

~~Section 2.6 Invoicing for Service. The Board shall not possess the authority to invoice for services provided. The City and Townships reserve the right to invoice a resident or nonresident receiving service for fire protection or emergency medical support provided by the Authority in order to recoup all or a portion of the cost of providing the service to that resident or nonresident receiving service.~~

## **ARTICLE III PROPERTY**

Section 3.1 Personal Property Contribution. Upon approval of this Agreement by the City and Townships, the City, unless it has already done so, shall transfer title in the following equipment to the Authority:

Vehicle No.

3	2005	HME Pumper/Tanker (County)
6	2002	HME Pumper/Tanker
7	1997	Ford F250 4/4
1	1999	Dodge ¾ ton
9	1993	Chevy Suburban (Rescue)
4	1993	Ford Light Rescue Van
10	1996	Int. Heavy Rescue
0	1946	Seagrave/Pumper
5	1988	Ford Pumper
	1990	16' Boat and Trailer

2007 Physical Damage Coverage                      \$785,500

- Attached Exhibit A represents an updated inventory of the Fire Department's capital equipment list, as of the effective date of this Agreement.

The cost of transferring the titles shall be paid by the Authority.

Once titles are transferred, the cost of operating, maintaining, insuring depreciating, replacing, repairing and insuring these vehicles shall be the responsibility of the Authority. All loose equipment on these vehicles shall become the property of the Authority at the time title is transferred.

Exhibit "A" identifies personal property in addition to the vehicles identified in this Section that shall be transferred to the Authority upon execution of this Agreement not already transferred. In the event that the Authority dissolves within the first ten (10) years of this Agreement, the personal property identified in Exhibit "A" and still existing shall be returned to the City. It shall be the responsibility of the Authority to reasonably maintain the personal property identified in Exhibit "A". If the Authority dissolves after the first ten (10) years of this Agreement, the personal property identified in Exhibit "A" that is still remaining shall be liquidated in accordance with Section 5.4 (3) of this Agreement.

Section 3.2 Lease Arrangement for Facilities. The Authority shall lease the City of Lowell Look Memorial Station, located at 315 South Hudson Street, Lowell, Michigan, from the City of Lowell for one dollar (\$1) a year, the receipt of which is hereby acknowledge by the City. This station shall serve as the principal office of the Authority.

Section 3.3 Substations. In the event a member Municipality believes that it is necessary to create one or more substations, each such substation shall be approved by the Authority but shall be funded and constructed by the member Municipality or Municipalities making the request for such substation. Substations shall be built to meet the specifications

adopted by the Authority.

For Approval by the Authority Board  
on February 8, 2016

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Section 3.4 Maintenance Costs and Capital Expenses. Maintenance is defined as replacing or repairing existing buildings and equipment. Maintenance costs are the responsibility of the Authority. Capital Improvements is defined as adding or improving buildings or equipment. Capital improvements are the responsibility of the Municipality owning the building or equipment. A Capital Expense may be assumed by the Authority by unanimous vote of the Authority Board.

#### **ARTICLE IV INSURANCE**

Section 4.1 Insurance Coverage. The Authority shall independently purchase public liability insurance covering any cause of action, claim, damage, accident, injury or liability that may arise as a result of the ownership, construction, maintenance or operation of the property, facilities, programs or services of the Authority or otherwise provided for under the terms of this Agreement. The Authority shall purchase risk insurance against equipment damage or destruction by fire, tornado, etc. The Authority shall review its insurance program annually, including coverages and costs, and make such adjustments as it deems necessary.

- (a) The Authority shall secure and maintain comprehensive general liability insurance in the amount of no less than \$2,000,000 for each occurrence involving bodily injury, death or property damage.
- (b) The Authority shall provide motor vehicle insurance complying with State of Michigan no-fault motor vehicle insurance requirements providing no less than \$2,000,000 for each occurrence for bodily injury liability or property damage liability. All vehicles shall be titled in the name of the Authority.
- (c) The Authority shall provide all required worker's compensation insurance and unemployment compensation insurance for all persons engaged in work on behalf of or at the request of the Authority pursuant to this Agreement.
- (d) All insurance required pursuant to this Agreement shall name the Authority, the City and Townships, together with their authorized officials, officers, employees and agents, as named or additional insured and certificate holders.

All policies shall be provided by insurance companies authorized to transact business in Michigan. All such policies shall provide at least thirty (30) days prior written notice to the Authority and the governing municipalities should policies be canceled or terminated by the insurance company or its agent.

- (e) The Authority shall receive and obtain an appropriate level of errors and omissions insurance for Board members.

#### **ARTICLE V TERM/TERMINATION/WITHDRAWAL**

Section 5.1 Term. This Agreement shall remain in effect for an initial period of ten (10) years, and shall thereafter remain in effect for two (2) successive ten (10) years periods, not exceeding a total of thirty (30) years, unless terminated as provided in Section 5.2.

Section 5.2 Termination. This Agreement may be terminated by the written request of a majority of the Municipalities that are a Party to this Agreement during any ten (10) year period because of a breach of a material provision or undertaking herein by the Authority or a Municipality. The written request for termination shall specify the claimed breach and shall also specify how, in the opinion of the notifying Municipality, the Authority or Municipality claimed to be in breach can correct the breach. If the cause of the breach is not remedied by the alleged breaching party within 60 days of the mailing of the written request for termination, then this Agreement shall terminate not less than six (6) months following the date of the written request for termination.

This Agreement may also be terminated at the end of each ten (10) year period upon a vote of a majority of the Municipalities taken six (6) months in advance of the next ten (10) year period. If this Agreement is terminated, the Authority shall be dissolved and its assets distributed as set forth in Section 5.4.

Section 5.3 Withdrawal. Any Municipality may withdraw from this Agreement upon the following conditions being met. Such withdrawal shall not constitute termination of this Agreement.

- (a) A written notice of withdrawal shall be filed with all parties to this Agreement not less than twenty-four (24) months prior to withdrawal. This notice shall specify the date of the withdrawal.
- (b) The Municipality withdrawing shall continue to pay its proportionate share of the Annual Budget until the date of withdrawal.
- (c) The Municipality withdrawing shall continue to receive services from the Authority until the date of withdrawal.
- (d) The Municipality withdrawing shall retain only those assets titled to it or otherwise owned by the Municipality.
- (e) The Municipality withdrawing from the Authority shall remain liable for its proportional share of the debts and liabilities of the Authority incurred while the Municipality was a part of the Authority. The proportion of the Authority's debts for which a Municipality is liable under this subsection shall be the percentage of the total budget that the Municipality is responsible for the year in which the Municipality has withdrawn.

Section 5.4 Dissolution.

- (a) The Board and Authority shall terminate (i) if a dissolution occurs pursuant to Section 5.2, or (ii) the Board by a majority vote terminates this Agreement and such action of the Board to dissolve is or has been ratified by the legislative bodies of each constituent Municipality.
- (b) Upon the dissolution, property held or used by the Authority shall be allocated and distributed in accordance with the following:

- (1) All property which is titled to or otherwise owned by the City or Townships shall remain the property of the City or respective Township.
- (2) All monies and funds, from whatever source, which are the property of the Authority, shall be distributed between the City and Townships in accordance with the most recent contribution percentages, after deducting any expenses associated with the dissolution of the Authority .
- (3) All property, other than that otherwise provided for in Subsection 5.4 (b)(1) and (2) shall be divided by agreement between the City and the Townships in accordance with the most recent contribution percentages calculated in accordance with the formula set forth in Section 2.3 of this Agreement.

If the parties do not agree on the value attributed to the items of property, the property may be valued by a certified appraiser as selected by the Board. If the parties do not agree with the appraisal and cannot agree on how to distribute the property among themselves , then the Board shall dispose of the property at public auctions. All revenues received as a result of any auction shall be distributed in accordance with the most recent contribution percentages calculated in accordance with the formula set forth in Section 2.3 of this Agreement

## **ARTICLE VI DISPUTE RESOLUTION PROCEDURE**

Any dispute or disagreement between any of Municipalities that are a party to this Agreement, regarding the terms of the Agreement, or any other matter involving the operation of the Authority including, but not limited to, disputes with its officers, staff and members or involving the rights and liabilities of the parties upon withdrawal from or dissolution of the Authority shall, to the fullest extent possible be resolved by mediation.

The Municipalities involved in any dispute shall select a single mediator, who shall be empowered to take such testimony and receive such evidence as he or she deems appropriate. In the event that the designation of a mediator cannot be agreed upon, each of the municipalities involved may submit a name to the *then* presiding Chief Circuit Court Judge for the County of Kent, who shall select the mediator. The Parties involved in the dispute shall equally pay the costs of mediation. If mediation does not proceed to a satisfactory resolution of the issues as agreed to by the Parties, then the parties may by agreement submit the matter to arbitration pursuant the American Arbitration Association procedure and rules or they may seek recourse through the Circuit Court of Kent County.

## **ARTICLE VII AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended only upon a written agreement approved and signed by the legislative body of each municipality that is party to this Agreement. Certified copies of each amendment shall be filed with the Clerk of each Municipality.

## **ARTICLE VIII MISCELLANEOUS**

Section 8.1 Entire Agreement/Amendment /Governing Law. This Agreement sets forth, supersedes and replaces any prior agreement to provide these services between the parties. It may not be amended except in writing approved by the legislative body of each Municipality that is a party to this Agreement , signed by all the Parties. It shall be construed in accordance with the laws of the State of Michigan.

Section 8.2 Government Immunity. Nothing contained in this Agreement shall be construed to provide any third party beneficiary rights to any person or to create a cause of action in favor of any person.

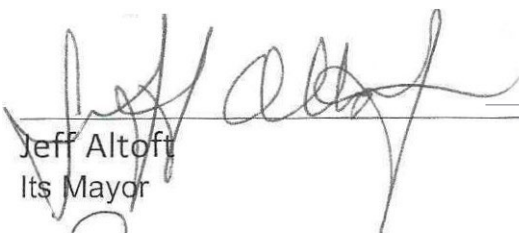
Section 8.3 Political Involvement. The Authority shall be non-partisan and shall not take part in or lend its influence, either directly or indirectly, to the nomination, election or appointment of any candidate for public office, nor shall it sponsor or participate in any meetings of a political nature.

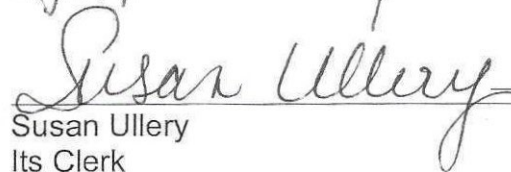
Section 8.4 Effective Date. This Agreement shall take effect upon (a) approval by the legislative body of each Municipality that is a Party to this Agreement and (b) execution by all the Parties.

IN WITNESS WHEREOF, the authorized representatives of the City and the Townships have signed this Agreement on the dates indicated below.

DATE: Ufin' / 2/11/16

CITY OF LOWELL  
A Michigan Municipal Corporation

  
Jeff Altoft  
Its Mayor

  
Susan Ullery  
Its Clerk

LOWELL CHARTER TOWNSHIP  
A Michigan Charter Township

DATE: 1-27-16

  
JERRY HALE  
Its Supervisor

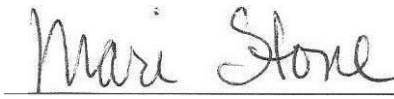
**£0 e**

**LINDA REGAN**  
Its Clerk

VERGENNES TOWNSHIP  
A Michigan General Law Township

DATE: 1-27-16

**TIM WITTENBACH**  
Its Supervisor

  
MARI STONE  
Its Clerk

**ALL SEASON DISTRIBUTION****QUOTE**

1759 County Route 37  
 West Monroe, NY 13167  
 Phone: 844-735-5896  
 Email: art@allseasondistribution.com  
 Fax: 877-328-2174  
 Prepared By: Art

DATE:  
 QUOTE #  
 Customer ID  
 Valid Until:

6/3/2022
10179
6/13/2022

Customer

**Chief Shannon Witherell**  
**Lowell Area Fire Department**  
 315 S Hudson St SE  
 Lowell, MI 49331

DESCRIPTION	QUANTITY	LOT OFFER	TOTAL
One lot of Radio Equipment As Described.	1 Lot	\$4,820.00	\$4,820.00
Offer is for emailed inventory list with any associated accessories			

**TERMS AND CONDITIONS**

By signing and accepting quote, customer certifies that they are authorized to sell above items on behalf of above named agency. Customer also certifies they have represented equipment in an accurate manner, to the best of their ability.

**Customer Acceptance (sign below):**

x \_\_\_\_\_

Print Name:

**TOTAL OFFER** \$4,820.00

Deductions will be made on the final purchase price for missing, or severely damaged equipment.  
 If you have any questions about this purchase offer, please don't hesitate to contact us.

*Thank You For The Opportunity*





107 Seventh St, Garden City  
New York, 11530, United States

# First Due Quote

Prepared By: Lisa Rainey  
Valid Until: Jun 30, 2022  
Quote Number: 1545132000093842051

## Lowell Area Fire Department

We are excited to present pricing for the First Due Suite! Please see detailed breakdown below. It is important to note that First Due is a cloud-based system, and all Support, Maintenance, Hosting and Upgrades are ALWAYS INCLUDED.

### First Due Modules and Implementation Services Included - Description

#### Occupancy Management & Pre-Incident Planning

Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.

#### Inspections

Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.

#### Incident Reporting - NFIRS

NFIRS Incident Documentation, State and Federal Compliance with automated submission.

#### Incident Reporting - ePCR

ePCR Incident Documentation, State and Federal Compliance with automated submission.

#### Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

#### Training Records

Assign Training, Record Completions, View Training Logs, and Manage Certifications.

#### Assets & Inventory

Assets, equipment and inventory management, assets and equipment checks, and work order management.

#### CAD Integration

Automated importing of CAD calls via XML, Database Connector, or API.

#### Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

<b>Total Year 1</b>	<b>\$ 10,950.00</b>
<b>Annual Subscription</b>	<b>\$ 9,950.00</b>

# Optional Add-Ons

First Due Modules	Description	Price
Responder	Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	\$ 1,000.00
Events & Activities	Create Events, View Global Activity Log, and Access Global Calendar.	\$ 500.00
Community Connect	Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.	\$ 1,050.00



## QUOTE

4265704000028369101

**Valid Till** Jul 6, 2022  
**Sales Executive** Scott Becker  
**Amount** \$ 10,120.00

**Bill To:**  
**Lowell Fire Department MI**  
**Shannon Witherell**  
315 S. Hudson, Lowell  
Michigan, United States  
49331

Item & Description	Payment Type	List Price	Qty	Discount	Amount
<b>Fire Bundle</b> (NFIRS, Inspection, Properties, Pre Plan, Hydrants, Investigation)	Recurring	\$ 1,554.00	1	\$ 0.00	\$ 1,554.00
<b>Epcr - BLS</b> NEMSIS 3.5 Compliant Epcr	Recurring	\$ 800.00	1	\$ 0.00	\$ 800.00
<b>Inventory/Maintenance/Work Order</b> 4 Frontline Trucks	Recurring	\$ 320.00	1	\$ 0.00	\$ 320.00
<b>LMS Works</b>	Recurring	\$ 20.00	30	\$ 0.00	\$ 600.00
<b>J&amp;B Content - BLS</b>	Recurring	\$ 13.00	30	\$ 0.00	\$ 390.00
<b>J&amp;B Content - Fire</b>	Recurring	\$ 13.00	30	\$ 0.00	\$ 390.00
<b>J&amp;B Content - HR</b>	Recurring	\$ 13.00	30	\$ 0.00	\$ 390.00
<b>Analytics/Reporting Platform</b>	Recurring	\$ 0.00	1	\$ 0.00	\$ 0.00
<b>CAD Interface</b> Interface with CAD Motorola Premier 1	Recurring	\$ 1,196.00	1	\$ 0.00	\$ 1,196.00
<b>Data Migration and Conversion</b> NFIRS and NEMSIS Data	One time	\$ 2,500.00	1	\$ 0.00	\$ 2,500.00
<b>Web Training</b> 4-4-hour Sessions 16 hours total	One time	\$ 495.00	4	\$ 0.00	\$ 1,980.00

Recurring Fee Total	\$ 5,640.00
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One Time Fee Total	\$ 4,480.00
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Item Discount	\$ 0.00
---------------	---------

Sub Total	\$ 10,120.00
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Service Tax	\$ 0.00
-------------	---------

Paid Amount	\$ 10,120.00
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Authority Signature

Grand Total

\$ 10,120.00

Authorization Signature: \_\_\_\_\_

Accounts Payable Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accounts Payable Email/Number: \_\_\_\_\_

Date: \_\_\_\_\_

FDID Number: \_\_\_\_\_

### Terms & Conditions

All One-Time Fee's shall be invoiced on the Effective Date.

During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date, which is 15 calendar days after the effective date.



Lowell Area Fire and  
Emergency Services Authority  
Lowell Area Fire Department  
315 S. Hudson St. Lowell, MI 49331  
616-897-7354

Friday, June 03, 2022

Fire Authority Board:

We responded to 76 total incidents for the month of May, bringing the 2022 year to date calls to 407. Including a mobile home fire and a room and content fire in the City, and a shed fire in the Lowell TWP.

A number of our staff took part in live fire training with Cascade Fire at the Barry County Live Fire Training Center. This training is invaluable, especially for new staff just completing the Fire Academy.

Engine 3 experienced a failure of the power starring pump, the pump was replaced and truck was out of service for about 3 days. The cost of this repair was covered by the county.

Engine 1 chassis inspection was completed (pictures attached) and the chassis will be delivered to Spencer Fire Apparatus in the next few weeks.

We have several large scale trainings scheduled for June at the Middle School prior to demo of part of the building.

The entire Fire Department and our families along with the Oswald family would like to thank the members of the Authority Board for their support following the passing of Penny Oswald.

Please feel free to contact me at (616) 840-1422 with any questions or concerns.

Respectfully, Shannon Witherell

Fire Chief, Lowell Area Fire Dept.







# Lowell Area Fire Dept.

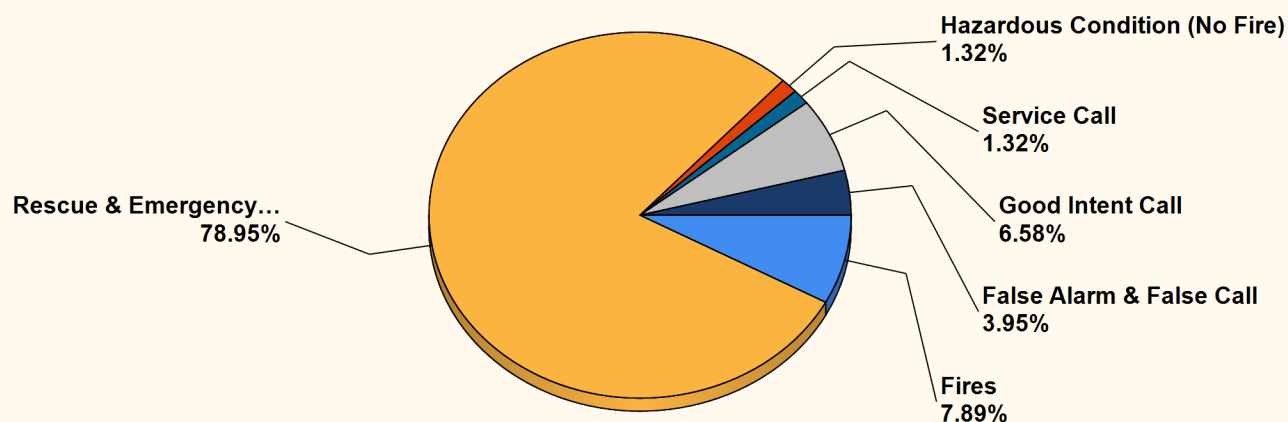
Lowell, MI

This report was generated on 6/3/2022 10:21:37 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 05/01/2022 | End Date: 05/31/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	7.89%
Rescue & Emergency Medical Service	60	78.95%
Hazardous Condition (No Fire)	1	1.32%
Service Call	1	1.32%
Good Intent Call	5	6.58%
False Alarm & False Call	3	3.95%
<b>TOTAL</b>	<b>76</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553  
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### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	2.63%
123 - Fire in portable building, fixed location	1	1.32%
141 - Forest, woods or wildland fire	2	2.63%
142 - Brush or brush-and-grass mixture fire	1	1.32%
311 - Medical assist, assist EMS crew	2	2.63%
321 - EMS call, excluding vehicle accident with injury	56	73.68%
322 - Motor vehicle accident with injuries	1	1.32%
324 - Motor vehicle accident with no injuries.	1	1.32%
424 - Carbon monoxide incident	1	1.32%
561 - Unauthorized burning	1	1.32%
600 - Good intent call, other	1	1.32%
611 - Dispatched & cancelled en route	3	3.95%
651 - Smoke scare, odor of smoke	1	1.32%
700 - False alarm or false call, other	2	2.63%
743 - Smoke detector activation, no fire - unintentional	1	1.32%
<b>TOTAL INCIDENTS:</b>	<b>76</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



# Lowell Area Fire Dept.

Lowell, MI

This report was generated on 6/3/2022 10:17:55 AM



## Incident Count with Man-Hours per Zone for Date Range

Incident Type(s): All Incident Types | Start Date: 05/01/2022 | End Date: 05/31/2022

ZONE	INCIDENT COUNT	MAN-HOURS
City of Lowell - City	34	41:14
Lowell Township - Lowell Township	22	51:35
Vergennes Township - Vergennes Township	20	65:33
<b>TOTAL</b>	<b>76</b>	<b>158:21</b>

NOTE that this report takes into consideration ONLY those Personnel that are associated with an Apparatus, and that only Reviewed incidents are included in the counts.



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Doc Id: 1306

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# Lowell Area Fire Dept.

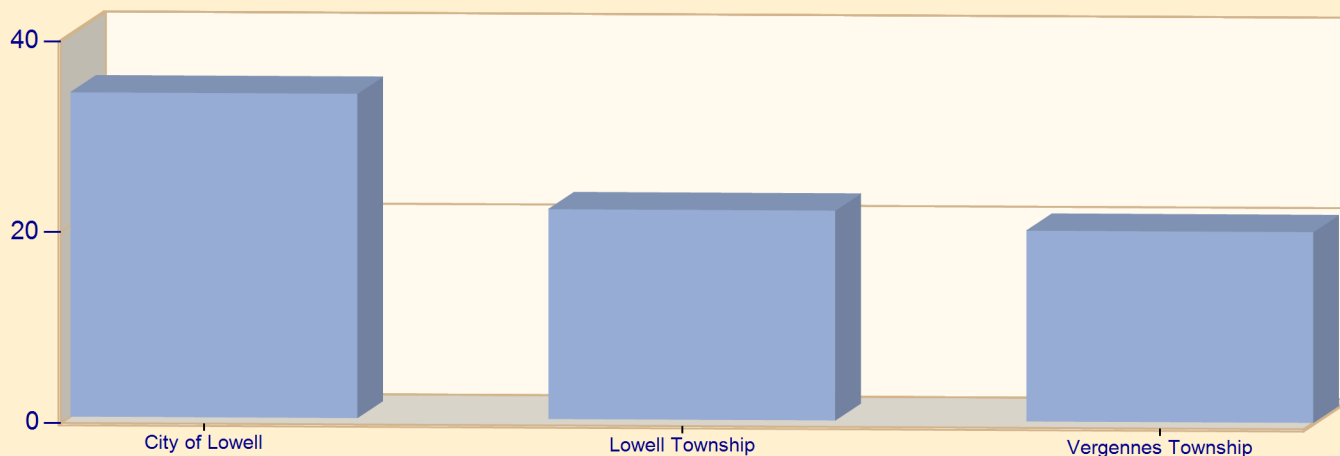
Lowell, MI

This report was generated on 6/3/2022 10:13:06 AM



## Incident Type Count per Zone for Date Range

Start Date: 05/01/2022 | End Date: 05/31/2022



ZONES	INCIDENT TYPE	COUNT
City of Lowell - City		
	111 - Building fire	2
	321 - EMS call, excluding vehicle accident with injury	27
	600 - Good intent call, other	1
	611 - Dispatched & cancelled en route	2
	700 - False alarm or false call, other	2
	Total Incidents for City of Lowell - City	34
Lowell Township - Lowell Township		
	123 - Fire in portable building, fixed location	1
	141 - Forest, woods or wildland fire	1
	311 - Medical assist, assist EMS crew	1
	321 - EMS call, excluding vehicle accident with injury	16
	322 - Motor vehicle accident with injuries	1
	561 - Unauthorized burning	1
	743 - Smoke detector activation, no fire - unintentional	1
	Total Incidents for Lowell Township - Lowell Township	22
Vergennes Township - Vergennes Township		
	141 - Forest, woods or wildland fire	1
	142 - Brush or brush-and-grass mixture fire	1
	311 - Medical assist, assist EMS crew	1
	321 - EMS call, excluding vehicle accident with injury	13

Zone information is defined on the Basic Info 3 screen of an incident.  
Only REVIEWED incidents included.



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Doc Id: 1404

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ZONES	INCIDENT TYPE	COUNT
	324 - Motor vehicle accident with no injuries.	1
	424 - Carbon monoxide incident	1
	611 - Dispatched & cancelled en route	1
	651 - Smoke scare, odor of smoke	1
	<i>Total Incidents for Vergennes Township - Vergennes Township</i>	<i>20</i>
<b>Total Count for all Zone:</b>		<b>76</b>

Zone information is defined on the Basic Info 3 screen of an incident.  
Only REVIEWED incidents included.

