

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



Friday, December 03, 2021

LOWELL AREA FIRE AND EMERGENCY  
SERVICES AUTHORITY  
MEETING NOTICE

Thursday, December 9th, 2020 AT 7:00 P.M.

AT

LOWELL FIRE DEPARTMENT  
315 S. HUDSON  
LOWELL, MI 49331

Also via Zoom

<https://us02web.zoom.us/j/83368121288?pwd=UEJNRVJDcEM3eUE0MkxHU0tUUWlUUT09>

Meeting ID: 833 6812 1288

Passcode: 491234

Zoom Dial in

1-312-626-6799

LOWELL AREA FIRE AND EMERGENCY SERVICES BOARD  
MEETING AGENDA

Thursday, December 9th, 2021 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 October 12, 2021

4. FINANCIAL REPORTS

- A. FINANCIAL REPORT November 2021
- B. FINANCIAL REPORT December 2021

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

6. OLD BUSINESS

- A.

7. NEW BUSINESS

- A. Department Policy A0310 Seat Belt Use
- B. Firefighter Christmas Hams
- C. Future staffing discussion
- D. Building security and entry

8. COMMITTEE REPORTS

- A. Capital Appropriations
- B. Financial

9. FIRE CHIEF'S REPORT AND UPDATES

10. Requested Close door for the Annual Chief performance review.

11. MEMBER COMMENTS

12. DATE FOR NEXT MEETING(S)

January 13th at 7:00 PM

13. ADJOURNMENT

# Lowell Area Fire & Emergency Services Authority

## Meeting Minutes

Tuesday, October 12<sup>th</sup>, 2021 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, Tim Wittenbach, Mike DeVore.

Members absent: Kate Dernocoeur, Dave Pasquale.

Also present: Fire Chief Shannon Witherell.

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

IT WAS MOVED BY DEVORE and seconded by BLOUGH to approve the agenda as presented. Yes-Wittenbach, Blough, Marks, DeVore. Motion carried.

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

A) IT WAS MOVED BY DEVORE and seconded by WITTENBACH to approve the minutes from the July 8th meeting as presented. Yes-Marks, Blough, Wittenbach, DeVore. Motion carried.

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

A) August 2021 Financials: \$55,000 had to be reallocated from the cost recovery line item into the grant money line item.

B) September 2021 Financials.

C) October 2021 Financials.

IT WAS MOVED BY BLOUGH and seconded by DEVORE to accept the financial reports for August, September and October. Yes-Marks, DeVore, Wittenbach, Blough. Motion carried.

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

-None. Public Comment was closed.

### 6) **OLD BUSINESS:**

-None.

### 7) **NEW BUSINESS:**

A) Audit Report: Peter Haefner was attending via Zoom to present the 2020 Financial Audit and answer any questions. No motion was necessary.

B) Station Flooring Discussion: Chief Witherell collected bids for the replacement of the station flooring, including the bathrooms and locker rooms. The department members will take the existing flooring out on their own to save money. IT WAS MOVED BY BLOUGH and seconded by MARKS to accept the Next Level Flooring bid for \$9390. Yes-Marks, Wittenbach, Blough, DeVore. Motion carried.

C) Upcoming Grant Opportunities: Chief Witherell discussed grant opportunities and quotes he received for apparatus dash cams. IT WAS MOVED BY DEVORE and seconded by BLOUGH to approve Chief Witherell applying for grants for the purchase. Yes-DeVore, Marks, Blough, Wittenbach. Motion carried.

D) Promotion of New Firefighters: Chief Witherell gave to department oath to probationary firefighters Brenda Herron and Jim Weiler and promoted them from probationary members to firefighter. IT WAS MOVED BY DEVORE and seconded by MARKS to endorse the promotions. Yes-Marks, Blough, Wittenbach, DeVore.

**8) COMMITTEE REPORTS:**

A) CAPITAL APPROPRIATIONS:

-Engine 1 is experiencing no delays in production or outfitting. Expected delivery is August or September of 2022. No motion was necessary.

B) FINANCIAL:

-None.

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

-Chief Witherell provided the Board with is report. Included were August and September response numbers, a net gain of 177 calls for 2021, year-to-date, a reminder about the department representation at Girls Night Out, updates on the smoke detector program, Fire Prevention tours and the retirement of Nicole Witherell after 15 years of service on October 31<sup>st</sup>.

**10) MEMBER COMMENTS:**

-Blough thanked Chief Witherell for involving the board in the promotion process and the department for all the community involvement outside of call response.

**11) DATE FOR NEXT MEETING:**

-The next regular meeting will take place on Thursday, November 11<sup>th</sup>, 2021 at 7pm.

**12) ADJOURNMENT:**

-IT WAS MOVED BY DEVORE and seconded by MARKS to adjourn at 7:42pm.  
Yes-Marks, DeVore, Wittenbach, Blough.  
Meeting adjourned.

**Lowell Area Fire and Emergency Services Authority**  
**Statement of Net Position**  
**October 31, 2021**

|                              |   | <u><b>ASSETS</b></u>                     |
|------------------------------|---|--|
|                              |   | Unrestricted                             |
| <b>Current Assets</b>        |   |  |
|                              | Cash                                    | \$ 141,421.03                            |
|                              | Due from Lowell Township                | -  |
|                              | Due from Vergennes Township             | -  |
|                              | Due from City of Lowell                 | -  |
|                              | <b>TOTAL Current Assets</b>             | <u>141,421.03</u>                        |
| <b>Fixed Assets</b>          |   |  |
|                              | Furniture and Equipment                 | -  |
|                              | <b>TOTAL ASSETS</b>                     | <u><u>\$ 141,421.03</u></u>              |
| <b>Current Liabilities</b>   |   | <u><b>LIABILITIES AND NET ASSETS</b></u> |
|                              | Accounts Payable                        | \$ 5,027.53                              |
|                              | Accrued Payroll                         | -  |
|                              | Payroll liabilities                     | 4,652.12                                 |
| <b>Long-Term Liabilities</b> | <b>TOTAL Current Liabilities</b>        | <u>9,679.65</u>                          |
| <b>Net Assets</b>            | <b>TOTAL Long-Term liabilities</b>      | <u>-</u>                                 |
|                              | Beginning Net Assets                    | 29,992.37                                |
|                              | Increase (Decrease) Net Assets          | 101,749.01                               |
|                              | <b>TOTAL Net Assets</b>                 | <u>131,741.38</u>                        |
|                              | <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u><u>\$ 141,421.03</u></u>              |

**Lowell Fire Authority**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**For the One and Four Months Ended October 31, 2021**

|  | Current<br>Month     | General Fund<br>Year to date | Budget               | Available<br>Balance | % of the<br>budget used |
|--|----------------------|------------------------------|----------------------|----------------------|-------------------------|
| <b>Revenues</b>                            |                      |                              |                      |                      |                         |
| Lowell Township                            | 39,615.13            | \$ 79,230.26                 | 158,460.50           | \$ 79,230.24         | 50.00%                  |
| Vergennes Township                         | 32,768.23            | 65,536.46                    | 131,072.92           | 65,536.46            | 50.00%                  |
| City of Lowell                             | 34,424.65            | 68,849.30                    | 137,698.58           | 68,849.28            | 50.00%                  |
| Cost of Recovery Program                   | 1,304.50             | 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                     | 6.77                 | 46.95                        | -                    | (46.95)              | #DIV/0!                 |
| Misc. Income                               | -                    | -                            | -                    | -                    | #DIV/0!                 |
| <b>Total Revenues</b>                      | <b>\$ 108,119.28</b> | <b>\$ 329,404.07</b>         | <b>\$ 540,804.00</b> | <b>\$ 211,399.93</b> | <b>60.91%</b>           |
| <b>Expenditures</b>                        |                      |                              |                      |                      |                         |
| Salaries--Permanent                        | 4,769.24             | 18,394.95                    | \$ 69,440.00         | \$ 51,045.05         | 26.49%                  |
| Salaries--Temporary                        | 15,106.25            | 44,764.89                    | 162,200.00           | 117,435.11           | 27.60%                  |
| Payroll Taxes                              | 1,520.48             | 4,831.69                     | 17,550.00            | 12,718.31            | 27.53%                  |
| Worker's Compensation                      | -                    | 11,824.00                    | 12,800.00            | 976.00               | 92.38%                  |
| Office Supplies                            | 15.89                | 327.86                       | 1,000.00             | 672.14               | 32.79%                  |
| Operating Supplies                         | 2,356.05             | 14,307.11                    | 33,270.00            | 18,962.89            | 43.00%                  |
| Fuel                                       | 804.24               | 2,958.81                     | 4,500.00             | 1,541.19             | 65.75%                  |
| Professional Services                      |                      |                              |                      |                      |                         |
| Legal                                      | -                    | 244.00                       | 4,000.00             | 3,756.00             | 6.10%                   |
| Accounting                                 | 520.00               | 2,420.00                     | 7,000.00             | 4,580.00             | 34.57%                  |
| Auditing                                   | -                    | 4,900.00                     | 4,900.00             | -                    | 100.00%                 |
| Biocare                                    | -                    | 9,481.00                     | 9,660.00             | 179.00               | 98.15%                  |
| Kent County Fire Assessment                | -                    | -                            | 17,000.00            | 17,000.00            | 0.00%                   |
| Other                                      | -                    | -                            | 4,150.00             | 4,150.00             | 0.00%                   |
| Communications                             | 1,800.29             | 12,822.24                    | 13,717.00            | 894.76               | 93.48%                  |
| Travel Expenses                            | -                    | 1,506.12                     | 2,000.00             | 493.88               | 75.31%                  |
| Insurance                                  | -                    | 8,265.00                     | 11,000.00            | 2,735.00             | 75.14%                  |
| Public Utilities                           | 1,245.03             | 5,810.53                     | 14,000.00            | 8,189.47             | 41.50%                  |
| Repair and Maintenance--Buildings          | 36.52                | 1,934.93                     | 8,900.00             | 6,965.07             | 21.74%                  |
| Repair and Maintenance--Vehicles           | 133.05               | 1,606.12                     | 11,475.00            | 9,868.88             | 14.00%                  |
| Repair and Maintenance--Other              | 20.48                | 685.48                       | 5,230.00             | 4,544.52             | 13.11%                  |
| Miscellaneous                              | 959.24               | 979.24                       | 1,500.00             | 520.76               | 65.28%                  |
| Public Education                           | -                    | 1,496.69                     | 1,500.00             | 3.31                 | 99.78%                  |
| Training                                   | (250.00)             | 10,646.00                    | 15,000.00            | 4,354.00             | 70.97%                  |
| Capital Expenses                           |                      |                              |                      |                      |                         |
| Building Upgrades                          | -                    | -                            | -                    | -                    | #DIV/0!                 |
| Fire & Rescue Vehicle Equipment            | 884.29               | 67,448.40                    | 2,930.14             | (64,518.26)          | 2301.88%                |
| Fire Vehicles                              | -                    | -                            | -                    | -                    | #DIV/0!                 |
| <b>TOTAL Expenditures</b>                  | <b>\$ 29,921.05</b>  | <b>\$ 227,655.06</b>         | <b>\$ 434,722.14</b> | <b>\$ 207,067.08</b> | <b>52.37%</b>           |
| <b>INCREASE/DECREASE IN<br/>NET ASSETS</b> | <b>78,198.23</b>     | <b>101,749.01</b>            | <b>106,081.86</b>    | <b>4,332.85</b>      |                         |
| Beginning Net Assets                       |                      | \$ 29,992.37                 | \$ 29,992.37         |                      |                         |
| Ending Net Assets                          |                      | \$ 131,741.38                | \$ 136,074.23        |                      |                         |

| Name                                   | Memo                                       | Split                        | Debit     | Credit    | Balance    |
|--|--|------------------------------|-----------|-----------|------------|
| Active 911                             | Invoice 335122                             | 61600 · Communications       |           | 13.69     | -13.69     |
| Consumers Energy                       |  | 68600 · Public Utilities     |           | 17.30     | -30.99     |
| Billing EFT Payment                    | Billing EFT Payment                        | 67002 · Accounting           |           | 500.00    | -530.99    |
| Bernard's Ace Hardware                 | September 2021 Statement                   | 20000 · Accounts Payable     |           | 328.91    | -859.90    |
| City of Lowell #2-02210-2 - Water Bill | Service Dates 08.16.2021 to 09.15.2021     | 20000 · Accounts Payable     |           | 834.59    | -1,694.49  |
| City of Lowell #2-02215-1- Water Bill  | Service Dates 08.16.2021 to 09.15.2021     | 20000 · Accounts Payable     |           | 149.72    | -1,844.21  |
| Kent County Fire Chief's Association   | Invoice 191                                | 20000 · Accounts Payable     |           | 2,900.00  | -4,744.21  |
| Lowell Light and Power                 |  | 20000 · Accounts Payable     |           | 405.01    | -5,149.22  |
| Nye Uniform                            | Invoice 785746                             | 20000 · Accounts Payable     |           | 14.20     | -5,163.42  |
| Verizon                                | Service Dates 08.24.2021 to 09.23.2021     | 20000 · Accounts Payable     |           | 97.16     | -5,260.58  |
| Amazon.com                             | Order #5484243                             | 67202 · R/M Vehicles         |           | 48.11     | -5,308.69  |
| Amazon.com                             | Order #3525023                             | 61600 · Communications       |           | 30.99     | -5,339.68  |
|  | Deposit                                    | Cost Recovery Income         | 1,304.50  |           | -4,035.18  |
| Direct Deposit                         | Direct Deposit                             | 1 · Payroll Clearing Account |           | 1,942.01  | -5,977.19  |
| Direct Deposit                         | Direct Deposit                             | 1 · Payroll Clearing Account |           | 12,336.63 | -18,313.82 |
| Child Support EFT Payment              | Child Support EFT Payment                  | 5 · Garnishment Payable      |           | 523.18    | -18,837.00 |
|  | Deposit                                    | 12000 · Undeposited Funds    | 34,424.65 |           | 15,587.65  |
| First Arriving                         | Invoice 3203                               | 20000 · Accounts Payable     |           | 958.80    | 14,628.85  |
| Federal Electronic Payment             | Federal Electronic Payment-026013576823886 | 3 · Federal 941              |           | 4,412.26  | 10,216.59  |
| Fuel Management System - Pacific Pride |  | 62300 · Fuel                 |           | 391.34    | 9,825.25   |
| Adobe                                  |  | 64900 · Office Supplies      |           | 15.89     | 9,809.36   |
| Strategic Accounting & Tax Solutions   |  | 67002 · Accounting           |           | 20.00     | 9,789.36   |
| Eagle Engraving                        | Invoice 2021-5252                          | 20000 · Accounts Payable     |           | 91.95     | 9,697.41   |
| NAPA Auto Parts                        | September 2021 Statement                   | 20000 · Accounts Payable     |           | 52.50     | 9,644.91   |
| Self Serve Lumber                      | October 1, 2021 Statement                  | 20000 · Accounts Payable     |           | 20.48     | 9,624.43   |
| 5 Alarm                                | Order 208061                               | 20000 · Accounts Payable     |           | 884.29    | 8,740.14   |
|  | Service Charge                             | 64800 · Miscellaneous        |           | 10.00     | 8,730.14   |
| State of Michigan                      | State of Michigan-MI Tax Withheld          | 4 · State Withholding        |           | 1,946.24  | 6,783.90   |
| Addorio Technologies LLC               | Invoice #8992                              | 20000 · Accounts Payable     |           | 473.11    | 6,310.79   |
| Turnout Rental                         | Invoice #27400                             | 20000 · Accounts Payable     |           | 300.00    | 6,010.79   |
| Consumers Energy                       | Service Date 10.07.2021                    | 20000 · Accounts Payable     |           | 23.71     | 5,987.08   |
| Direct Deposit                         | Direct Deposit                             | 1 · Payroll Clearing Account |           | 1,942.03  | 4,045.05   |
| Amazon.com                             | Order #0757058                             | 61600 · Communications       |           | 49.99     | 3,995.06   |
| American Floor Mats                    |  | 64800 · Miscellaneous        |           | 701.34    | 3,293.72   |
| CDW Government                         | Invoice #K881636                           | 20000 · Accounts Payable     |           | 2,755.68  | 538.04     |
|  | Deposit                                    | 12000 · Undeposited Funds    | 32,768.23 |           | 33,306.27  |
| Amazon.com                             |  | 67202 · R/M Vehicles         |           | 39.99     | 33,266.28  |
| Federal Electronic Payment             | Federal Electronic Payment-FD Tax Withheld | 3 · Federal 941              | 0.00      |           | 33,266.28  |



|  |  |                            |                   |                  |
|--|--|----------------------------|-------------------|------------------|
| Amazon.com                             |  | 67202 · R/M Vehicles       | 44.95             | 33,221.33        |
| Amazon.com                             |  | 80000 · Ask My Accountant  | 49.99             | 33,171.34        |
|  | Deposit  | 80000 · Ask My Accountant  | 49.99             | 33,221.33        |
| City of Lowell #2-02210-2 - Water Bill | Invoice 6869   | 20000 · Accounts Payable   | 150.80            | 33,070.53        |
| Nye Uniform                            |  | 20000 · Accounts Payable   | 933.70            | 32,136.83        |
| Dell Marketing LLP                     | Transaction #10518993832                             | 20000 · Accounts Payable   | 850.00            | 31,286.83        |
| Fuel Management System - Pacific Pride |  | 62300 · Fuel               | 412.90            | 30,873.93        |
| Eagle Engraving                        | Invoice 2021-5334                                    | 20000 · Accounts Payable   | 155.95            | 30,717.98        |
| Eagle Engraving                        | Invoice 2021-5351                                    | 20000 · Accounts Payable   | 234.75            | 30,483.23        |
|  | Deposit  | 12000 · Undeposited Funds  | 39,615.13         | 70,098.36        |
|  | Adjustment for J&B Medical Invoice 7098619 recorded  | 68000 · Operating Supplies | 108.40            | 70,206.76        |
|  | MI Assoc.of Fire Chiefs Inv. 1856 Check date 02/2020 | 68300 · Training           | 250.00            | 70,456.76        |
|  | Interest   | Interest Income            | 6.77              | 70,463.53        |
|  |  |                            | <b>108,527.67</b> | <b>38,064.14</b> |
|  |  |                            |                   | <b>70,463.53</b> |

**Lowell Area Fire and Emergency Services Authority**  
**Statement of Net Position**  
**November 30, 2021**

|                              |   | <u><b>ASSETS</b></u>                     |
|------------------------------|---|--|
|                              |   | Unrestricted                             |
| <b>Current Assets</b>        |   |  |
|                              | Cash                                    | \$ 97,517.58                             |
|                              | Due from Lowell Township                | -  |
|                              | Due from Vergennes Township             | -  |
|                              | Due from City of Lowell                 | -  |
|                              | <b>TOTAL Current Assets</b>             | <u>97,517.58</u>                         |
| <b>Fixed Assets</b>          |   |  |
|                              | Furniture and Equipment                 | -  |
|                              | <b>TOTAL ASSETS</b>                     | <u><u>\$ 97,517.58</u></u>               |
| <b>Current Liabilities</b>   |   | <u><b>LIABILITIES AND NET ASSETS</b></u> |
|                              | Accounts Payable                        | \$ 190.70                                |
|                              | Accrued Payroll                         | -  |
|                              | Payroll liabilities                     | 5,617.04                                 |
| <b>Long-Term Liabilities</b> | <b>TOTAL Current Liabilities</b>        | <u>5,807.74</u>                          |
| <b>Net Assets</b>            | <b>TOTAL Long-Term liabilities</b>      | <u>-</u>                                 |
|                              | Beginning Net Assets                    | 29,992.37                                |
|                              | Increase (Decrease) Net Assets          | 61,717.47                                |
|                              | <b>TOTAL Net Assets</b>                 | <u>91,709.84</u>                         |
|                              | <b>TOTAL LIABILITIES AND NET ASSETS</b> | <u><u>\$ 97,517.58</u></u>               |

**Lowell Fire Authority**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**For the One and Four Months Ended November 30, 2021**

|  | Current<br>Month    | General Fund<br>Year to date | Budget               | Available<br>Balance | % of the<br>budget used |
|--|---------------------|------------------------------|----------------------|----------------------|-------------------------|
| <b>Revenues</b>                            |                     |                              |                      |                      |                         |
| Lowell Township                            | -                   | \$ 79,230.26                 | 158,460.50           | \$ 79,230.24         | 50.00%                  |
| Vergennes Township                         | -                   | 65,536.46                    | 131,072.92           | 65,536.46            | 50.00%                  |
| City of Lowell                             | -                   | 68,849.30                    | 137,698.58           | 68,849.28            | 50.00%                  |
| 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                     | 10.16               | 57.11                        | -                    | (57.11)              | #DIV/0!                 |
| Misc. Income                               | -                   | -                            | -                    | -                    | #DIV/0!                 |
| <b>Total Revenues</b>                      | <b>\$ 10.16</b>     | <b>\$ 329,414.23</b>         | <b>\$ 540,804.00</b> | <b>\$ 211,389.77</b> | <b>60.91%</b>           |
| <b>Expenditures</b>                        |                     |                              |                      |                      |                         |
| Salaries--Permanent                        | 4,769.24            | 23,164.19                    | \$ 69,440.00         | \$ 46,275.81         | 33.36%                  |
| Salaries--Temporary                        | 16,581.50           | 61,346.39                    | 162,200.00           | 100,853.61           | 37.82%                  |
| Payroll Taxes                              | 1,633.33            | 6,465.02                     | 17,550.00            | 11,084.98            | 36.84%                  |
| Worker's Compensation                      | -                   | 11,824.00                    | 12,800.00            | 976.00               | 92.38%                  |
| Office Supplies                            | 172.14              | 500.00                       | 1,000.00             | 500.00               | 50.00%                  |
| Operating Supplies                         | 2,362.26            | 16,669.37                    | 33,270.00            | 16,600.63            | 50.10%                  |
| Fuel                                       | 752.55              | 3,711.36                     | 4,500.00             | 788.64               | 82.47%                  |
| Professional Services                      |                     |                              |                      |                      |                         |
| Legal                                      | -                   | 244.00                       | 4,000.00             | 3,756.00             | 6.10%                   |
| Accounting                                 | 510.00              | 2,930.00                     | 7,000.00             | 4,070.00             | 41.86%                  |
| Auditing                                   | -                   | 4,900.00                     | 4,900.00             | -                    | 100.00%                 |
| Biocare                                    | -                   | 9,481.00                     | 9,660.00             | 179.00               | 98.15%                  |
| Kent County Fire Assessment                | 340.00              | 340.00                       | 17,000.00            | 16,660.00            | 2.00%                   |
| Other                                      | -                   | -                            | 4,150.00             | 4,150.00             | 0.00%                   |
| Communications                             | 2,868.66            | 15,690.90                    | 13,717.00            | (1,973.90)           | 114.39%                 |
| Travel Expenses                            | -                   | 1,506.12                     | 2,000.00             | 493.88               | 75.31%                  |
| Insurance                                  | -                   | 8,265.00                     | 11,000.00            | 2,735.00             | 75.14%                  |
| Public Utilities                           | 329.90              | 6,140.43                     | 14,000.00            | 7,859.57             | 43.86%                  |
| Repair and Maintenance--Buildings          | 9,390.00            | 11,324.93                    | 8,900.00             | (2,424.93)           | 127.25%                 |
| Repair and Maintenance--Vehicles           | 576.14              | 2,182.26                     | 11,475.00            | 9,292.74             | 19.02%                  |
| Repair and Maintenance--Other              | 833.75              | 1,519.23                     | 5,230.00             | 3,710.77             | 29.05%                  |
| Miscellaneous                              | 119.91              | 1,099.15                     | 1,500.00             | 400.85               | 73.28%                  |
| Public Education                           | -                   | 1,496.69                     | 1,500.00             | 3.31                 | 99.78%                  |
| Training                                   | (1,941.11)          | 8,704.89                     | 15,000.00            | 6,295.11             | 58.03%                  |
| Capital Expenses                           |                     |                              |                      |                      |                         |
| Building Upgrades                          | -                   | -                            | -                    | -                    | #DIV/0!                 |
| Fire & Rescue Vehicle Equipment            | -                   | 67,448.40                    | 2,930.14             | (64,518.26)          | 2301.88%                |
| Fire Vehicles                              | 743.43              | 743.43                       | -                    | (743.43)             | #DIV/0!                 |
| <b>TOTAL Expenditures</b>                  | <b>\$ 40,041.70</b> | <b>\$ 267,696.76</b>         | <b>\$ 434,722.14</b> | <b>\$ 167,025.38</b> | <b>61.58%</b>           |
| <b>INCREASE/DECREASE IN<br/>NET ASSETS</b> | <b>(40,031.54)</b>  | <b>61,717.47</b>             | <b>106,081.86</b>    | <b>44,364.39</b>     |                         |
| Beginning Net Assets                       |                     | \$ 29,992.37                 | \$ 29,992.37         |                      |                         |
| Ending Net Assets                          |                     | \$ 91,709.84                 | \$ 136,074.23        |                      |                         |

| Date       | Num    | Name                                   | Memo                                       | Split                        | Debit    | Credit    | Balance    |
|------------|--------|--|--|------------------------------|----------|-----------|------------|
| 11/01/2021 | EFT    | 5 Alarm                                | Invoice P00169                             | 20000 · Accounts Payable     |          | 353.75    | -353.75    |
| 11/01/2021 | EFT    | AT&T                                   | Invoice 287309040901X10192021              | 20000 · Accounts Payable     |          | 159.43    | -513.18    |
| 11/01/2021 | 555862 | City of Lowell #2-02210-2 - Water Bill | Service Dates 09.16.2021 to 10.15.2021     | 20000 · Accounts Payable     |          | 573.17    | -1,086.35  |
| 11/01/2021 | 555859 | City of Lowell #2-02215-1- Water Bill  | Dates 09.16.2021 to 10.15.2021             | 20000 · Accounts Payable     |          | 149.72    | -1,236.07  |
| 11/01/2021 | EFT    | Comcast Business                       | Service dates 10.23.2021 to 11.22.2021     | 20000 · Accounts Payable     |          | 35.10     | -1,271.17  |
| 11/01/2021 | 555860 | Eagle Engraving                        | Invoice 2021-5286                          | 20000 · Accounts Payable     |          | 122.95    | -1,394.12  |
| 11/01/2021 | 555861 | J&B Medical Supply                     | Invoice 7771048                            | 20000 · Accounts Payable     |          | 12.10     | -1,406.22  |
| 11/01/2021 | 555858 | Lowell Light and Power                 | Service Dates 09.26.2021 to 10.26.2021     | 20000 · Accounts Payable     |          | 405.75    | -1,811.97  |
| 11/01/2021 | 555857 | Red Creek Waste Services Inc.          | Invoice 1AR00381                           | 20000 · Accounts Payable     |          | 40.28     | -1,852.25  |
| 11/02/2021 | 555863 | Nye Uniform                            |  | 20000 · Accounts Payable     |          | 507.20    | -2,359.45  |
| 11/02/2021 | EFT    | Amazon.com                             | Order # 9894641                            | 20000 · Accounts Payable     |          | 176.14    | -2,535.59  |
| 11/02/2021 | EFT    | Microsoft                              | Invoice E0500GMAAW                         | 61600 · Communications       |          | 582.26    | -3,117.85  |
| 11/03/2021 | EFT    | The UPS Store                          |  | 20000 · Accounts Payable     |          | 17.98     | -3,135.83  |
| 11/03/2021 | 0      | Direct Deposit                         | Direct Deposit                             | 1 · Payroll Clearing Account |          | 1,942.01  | -5,077.84  |
| 11/03/2021 | EFT    | Billing EFT Payment                    | Billing EFT Payment                        | 67002 · Accounting           |          | 500.00    | -5,577.84  |
| 11/04/2021 | EFT    | Consumers Energy                       | Service Date 10.07.2021                    | 20000 · Accounts Payable     |          | 23.71     | -5,601.55  |
| 11/05/2021 |        |  | Deposit                                    | 68300 · Training             | 2,100.00 |           | -3,501.55  |
| 11/05/2021 | EFT    | Amazon.com                             | Order #1124264                             | 64800 · Miscellaneous        |          | 46.93     | -3,548.48  |
| 11/08/2021 | EFT    | 5 Alarm                                | Invoice 000052                             | 20000 · Accounts Payable     |          | 352.30    | -3,900.78  |
| 11/08/2021 | 555864 | Bernard's Ace Hardware                 |  | 20000 · Accounts Payable     |          | 423.28    | -4,324.06  |
| 11/08/2021 | 555866 | Eagle Engraving                        | Invoice 2021-5641                          | 20000 · Accounts Payable     |          | 12.75     | -4,336.81  |
| 11/08/2021 | 555867 | J&B Medical Supply                     | Invoice 7802850                            | 20000 · Accounts Payable     |          | 33.99     | -4,370.80  |
| 11/08/2021 | EFT    | Michigan State Firemen's Association   | 2022 Department Membership                 | 20000 · Accounts Payable     |          | 75.00     | -4,445.80  |
| 11/08/2021 | 555869 | Next Level Coatings                    | Invoice 6925                               | 20000 · Accounts Payable     |          | 9,390.00  | -13,835.80 |
| 11/08/2021 | 555865 | Ronda Auto Centers                     | October 2021 Statement                     | 20000 · Accounts Payable     |          | 40.76     | -13,876.56 |
| 11/08/2021 | 0      | Direct Deposit                         | Direct Deposit                             | 1 · Payroll Clearing Account |          | 13,831.06 | -27,707.62 |
| 11/08/2021 | EFT    | Federal Electronic Payment             | Federal Electronic Payment-026013577267702 | 3 · Federal 941              |          | 3,989.03  | -31,696.65 |
| 11/08/2021 | EFT    | Child Support EFT Payment              | Child Support EFT Payment                  | 5 · Garnishment Payable      |          | 315.04    | -32,011.69 |
| 11/09/2021 | EFT    | Adobe                                  |  | 64900 · Office Supplies      |          | 15.89     | -32,027.58 |
| 11/12/2021 | EFT    | Fuel Management System - Pacific Pride |  | 62300 · Fuel                 |          | 397.42    | -32,425.00 |
| 11/12/2021 | EFT    | Strategic Accounting & Tax Solutions   |  | 67002 · Accounting           |          | 10.00     | -32,435.00 |
| 11/15/2021 | EFT    | Amazon.com                             | Order #5190635                             | 64800 · Miscellaneous        |          | 49.00     | -32,484.00 |
| 11/16/2021 | EFT    | Galls                                  |  | 20000 · Accounts Payable     |          | 2,135.01  | -34,619.01 |
| 11/16/2021 | 555871 | NAPA Auto Parts                        |  | 20000 · Accounts Payable     |          | 22.29     | -34,641.30 |
| 11/16/2021 | EFT    | Nye Uniform                            |  | 20000 · Accounts Payable     |          | 189.90    | -34,831.20 |
| 11/16/2021 |        |  | Service Charge                             | 64800 · Miscellaneous        |          | 6.00      | -34,837.20 |
| 11/17/2021 | 0      | Direct Deposit                         | Direct Deposit                             | 1 · Payroll Clearing Account |          | 1,942.01  | -36,779.21 |
| 11/22/2021 | EFT    | Zoom                                   |  | 68300 · Training             |          | 158.89    | -36,938.10 |

|            |     |  |                       |                          |                        |                          |
|------------|-----|--|-----------------------|--------------------------|------------------------|--------------------------|
| 11/24/2021 | EFT | Addorio Technologies LLC               |                       | 20000 · Accounts Payable | 1,906.25               | -38,844.35               |
| 11/24/2021 | EFT | Apollo Fire Department                 | Invoice 107445        | 20000 · Accounts Payable | 743.43                 | -39,587.78               |
| 11/24/2021 | EFT | AT&T                                   | Invoice Ending 92021  | 20000 · Accounts Payable | 536.40                 | -40,124.18               |
| 11/24/2021 | EFT | J&B Medical Supply                     | Invoice 7853080       | 20000 · Accounts Payable | 179.48                 | -40,303.66               |
| 11/24/2021 | EFT | Lowell Light and Power                 | Invoice 3546          | 20000 · Accounts Payable | 139.20                 | -40,442.86               |
| 11/24/2021 | EFT | Michigan Association of Fire Chiefs    | Invoice 03892         | 20000 · Accounts Payable | 265.00                 | -40,707.86               |
| 11/24/2021 | EFT | Nye Uniform                            | Invoice 794813        | 20000 · Accounts Payable | 276.90                 | -40,984.76               |
| 11/29/2021 | EFT | Fuel Management System - Pacific Pride |                       | 62300 · Fuel             | 355.13                 | -41,339.89               |
| 11/30/2021 | EFT | Eagle Engraving                        | Invoice - 2021-5730   | 20000 · Accounts Payable | 12.75                  | -41,352.64               |
| 11/30/2021 | EFT | Fire Pros Inc.                         | Invoice - INV-1829385 | 20000 · Accounts Payable | 481.45                 | -41,834.09               |
| 11/30/2021 | EFT | Galls                                  |                       | 20000 · Accounts Payable | 341.23                 | -42,175.32               |
| 11/30/2021 | EFT | Nye Uniform                            |                       | 20000 · Accounts Payable | 465.90                 | -42,641.22               |
| 11/30/2021 | EFT | Spencer Manufacturing                  | Invoice 15397         | 20000 · Accounts Payable | 400.00                 | -43,041.22               |
| 11/30/2021 | EFT | Turnout Rental                         |                       | 20000 · Accounts Payable | 896.10                 | -43,937.32               |
| 11/30/2021 |     |  | Interest              | Interest Income          | 10.16                  | -43,927.16               |
|            |     |  |                       |                          | <b><u>2,110.16</u></b> | <b><u>46,037.32</u></b>  |
|            |     |  |                       |                          |                        | <b><u>-43,927.16</u></b> |

# LOWELL AREA FIRE AND EMERGENCY SERVICES AUTHORITY

## Departmental Administrative Policy

**Subject: Seat Belt Use**

**AP Reference #: A0310**

Original Effective Date: 10/02/2005

Revision Date: 12/10/2021

☒ **Administrative**

### Policy:

Seat belts and all vehicle restraint and safety devices will be fastened prior to movement of any personal or department vehicle responding to any department related incident and remain fastened until the vehicle is no longer in motion.

### Procedure:

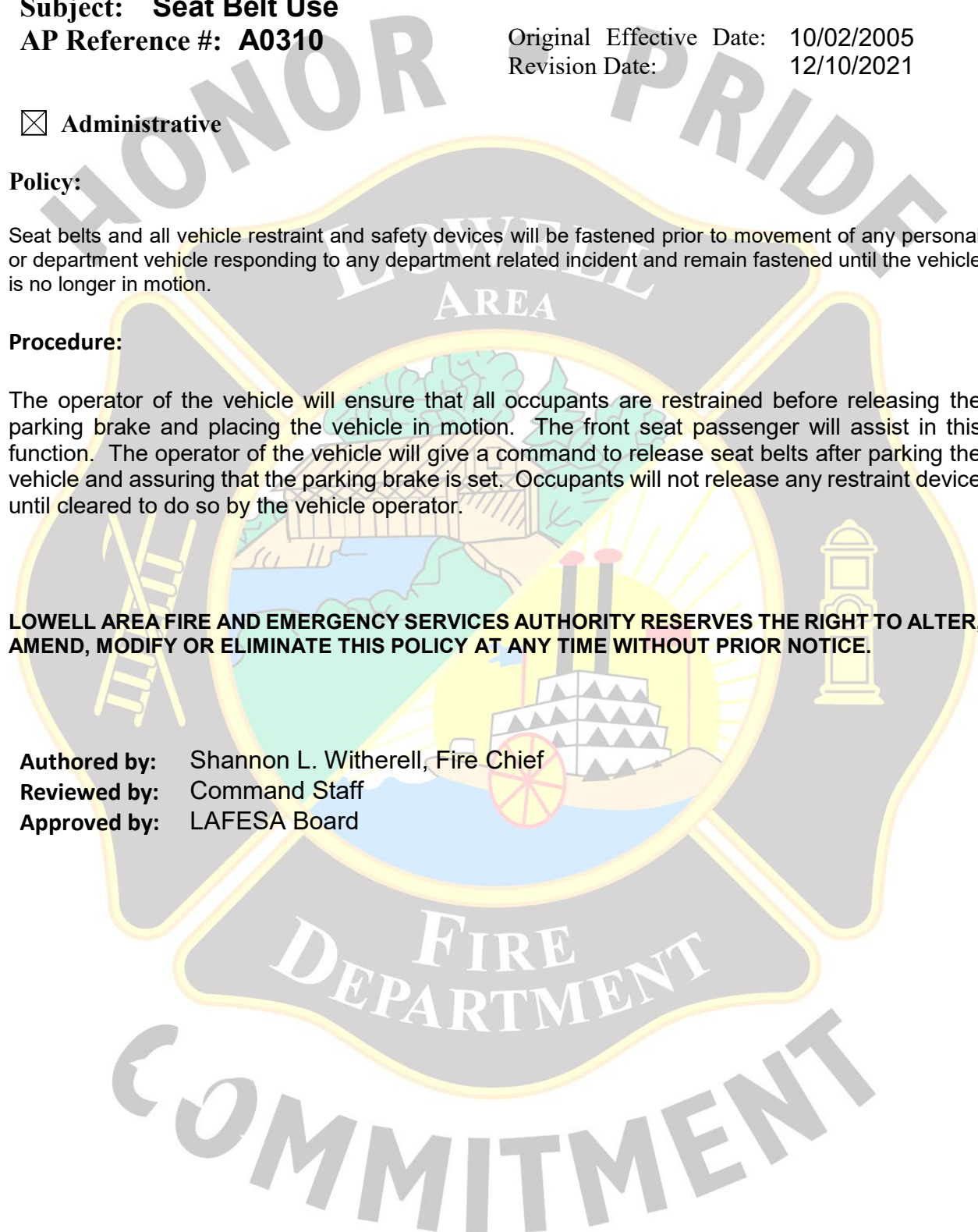
The operator of the vehicle will ensure that all occupants are restrained before releasing the parking brake and placing the vehicle in motion. The front seat passenger will assist in this function. The operator of the vehicle will give a command to release seat belts after parking the vehicle and assuring that the parking brake is set. Occupants will not release any restraint device until cleared to do so by the vehicle operator.

**LOWELL AREA FIRE AND EMERGENCY SERVICES AUTHORITY RESERVES THE RIGHT TO ALTER, AMEND, MODIFY OR ELIMINATE THIS POLICY AT ANY TIME WITHOUT PRIOR NOTICE.**

**Authored by:** Shannon L. Witherell, Fire Chief

**Reviewed by:** Command Staff

**Approved by:** LAFESA Board





# Security Solution Proposal

## City of Lowell

315 S Hudson Street  
Lowell, Michigan 49331

December 3, 2021

Shannon Witherell

## Card Access

Proposal Submitted  
By



*There for you.*

Proposal No. 51691-1-0

5975 Crossroads Commerce Parkway  
Wyoming, MI 49519-

## **Card Access Statement of Work**

### **Place of Performance**

City of Lowell  
315 S Hudson Street  
Lowell, Michigan 49331

### **Primary Point of Contact**

Shannon Witherell  
City of Lowell Fire Department  
[firechief@lowellfire.org](mailto:firechief@lowellfire.org)  
616-897-7345

### **Objective**

Place the Lowell Fire Department building on the City's access control system to eliminate individually programmed push-button locks for better audit trail and easier programming.

### **Scope of Work**

Allied Universal Technology Services (AUTS) will provide and install six (6) new card readers and strikes on doors as designated by the Customer and the approved drawings.

A new, eight-door capacity panel will be installed in the buildings IDF room.

AUTS will install a new cable plant to serve the six new card access doors.

New card readers will be installed at each of the designated doors.

The new system will be linked to the City's card access data base via an AUTS provided NIC and through a network drop at the panel provided by the City.

The system will be tested for proper operation after base programming has been completed.

The City will program card holders into the database after refresher training is done by AUTS.

Customer to de-program the existing locks to an inactive state as they will remain as door hardware.

### **Customer and Third Party Furnished Equipment and Services.**

Special permits, licenses and inspections are not included and, if required, will be the responsibility of Customer.

Network and ISP connectivity to be provided by Customer in the form of an active RJ-45 jack or switch port within 20 cable feet of any designated head-end servers and controllers.



Customer's IT representative must be present or readily available during AUTS programming time on site. Customer is responsible to furnish where required, un-switched 110VAC power for direct connection to equipment or provide duplex power receptacles as may be required for equipment plug-in transformer connection.

### **Clarifications and Exclusions**

All work is to be performed Monday through Friday, 8:00 am to 5:00 pm excluding holidays. Work to be completed outside of these stated hours may involve additional costs.

Labor time needed for any required safety classes, work reviews, classroom instruction or health screening is not included in this quotation.

The assumption is made that any existing server that AUTS is adding devices to has appropriate bandwidth, storage and/or proper licensing capacities otherwise additional fees may apply.

Upgrades or changes of existing network infrastructure and software, if necessary, are not included in this quotation.

The electric locking hardware included as part of this proposal are standard units and do not include modifications and changes to existing architectural hardware or additional changes which may be required by the Local Authority Having Jurisdiction.

#### Card Access

**Customer Number:** 1056355

#### City of Lowell

315 S Hudson Street  
Lowell , Michigan 49331

**Contact:** Shannon Witherell

**Phone:**

**Email:**

**Proposal No.:** 51691-1-0

**Date:** December 3, 2021

**Your Reference:**

**Valid To:** 1/2/2022

**Payment Terms:** Net 30

**Quoted By:** James Salzwedel

**Phone:** (616)-260-3922

**Email:** jim.salzwedel@aus.com

#### Access Control

| QTY | Description                              | Unit Price | Ext.Price  |
|-----|--|------------|------------|
| 6   | HID:Signo 40K Reader w/Keypad            | \$367.28   | \$2,203.68 |
| 1   | DSX:NVMC (Nonvolatile Memory Processor)  | \$3,480.77 | \$3,480.77 |
| 1   | DSX:Lock PWR SUPPLY, 110VAC-27V 11A 320W | \$257.69   | \$257.69   |
| 6   | DTK:Surge Protector, Electric Switch Sup | \$35.78    | \$214.68   |
| 3   | PWS:Battery, SLA, 12V 7Ah F1             | \$17.37    | \$52.11    |
| 1   | LAN:Ethernet Device Server UDS1100, US   | \$221.69   | \$221.69   |
| 1   | WCW:22-06 OAS STR CMP Wht Jkt 1000'      | \$301.54   | \$301.54   |
| 1   | WCW:18-04 UNS STR CMP Wht Jkt 1000'      | \$367.69   | \$367.69   |
| 1   | WCW:Cat6 Patch Cable 15' Blue            | \$6.38     | \$6.38     |

#### Supplies & Materials:

| QTY | Description                            | Ext.Price  |
|-----|--|------------|
| 1   | Freight                                | \$71.06    |
| 1   | Miscellaneous Equipment                | \$71.06    |
| 1   | Conduit, Boxes, Fittings               | \$192.31   |
| 5   | Mileage Fee                            | \$150.00   |
| 1   | Warranty                               | \$284.25   |
| 1   | Subcontractor Materials/Equipment Cost | \$2,492.31 |

#### Investment Summary

|                                       |                    |
|---------------------------------------|--------------------|
| <b>Total Equipment</b>                | <b>\$7,106.23</b>  |
| <b>Total Labor</b>                    | <b>\$5,466.40</b>  |
| <b>Total Supplies &amp; Materials</b> | <b>\$3,260.99</b>  |
| <b>Total Miscellaneous Items</b>      | <b>\$2,264.62</b>  |
| <b>Total Proposal Amount</b>          | <b>\$18,098.24</b> |

*Sales Tax will be included on the invoice at the time of billing if applicable.*

*This project requires **0% Mobilization** (plus applicable taxes) prior to project start and **Monthly Project Invoicing**.*

*Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.*

## Terms and Conditions of Sale

These Terms and Conditions (the "Terms") govern the agreement of Securadyne Systems Intermediate, LLC d/b/a Allied Universal Technology Services with a principal place of business at 3440 Sojourn Drive, Suite 220, Carrollton, TX 75006, and on behalf of its affiliates and subsidiaries (collectively, the "Company" or "We") or "Allied Universal Technology Services"), to provide Equipment and Services to the entity or person whose name appears in the Proposal (as defined below) to which these Terms are attached (the "Client" or "You"). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the "Agreement".

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. Definitions: Capitalized terms used throughout the Agreement shall have the meaning set forth below:

- a. "Affiliates" shall mean any corporation, firm or other entity that directly or indirectly, through one or more intermediates, controls, is controlled by, or is under common control with such party.
- b. "Client Premises" shall mean the Client locations wherein the Equipment and Services are provided.
- c. "Company Releasees" shall mean the Company and all of its present and future Affiliates, and all directors, officers, employees, contractors, agents, and representatives of any of the foregoing entities, and all successors and assigns of each of the foregoing persons or entities.
- d. "Effective Date" shall mean the effective date of this Agreement set forth in the **Proposal** or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company's **Proposal**.
- e. "Equipment" shall mean the equipment and other products set forth in the **Proposal** and installed or supplied by the Company.
- f. "LSaaS Services" shall mean the licensed software-as-a-service based software, technology and other equipment as identified in the **Proposal**.
- g. "Monitoring Services" shall mean the Services pertaining to Company's burglar, fire and/or environmental alarm and video monitoring as set forth in the **Proposal**.
- h. "Proposal" shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
- i. "Service and Maintenance Services" shall mean the service and maintenance of the Equipment specified in any Proposal.
- j. "Services" shall mean the services identified in the **Proposal** or in the attached rider.
- k. "Systems" shall mean the computer hardware, other electronic or processing devices, and software installed or furnished by the Company.

### 2. Scope of Services:

A. Client desires to receive from the Company and the Company shall provide to the Client the Equipment and Services set forth in the **Proposal**, together with any related Systems. All Services, the corresponding Systems and Equipment delivered and/or installed, and the fees and charges to be paid by Client for them, are set forth in the **Proposal**. Certain of the Services, Systems and Equipment may be provided by Affiliates or subcontractors of the Company and the Company shall be responsible hereunder for the performance of those Affiliates and subcontractors in every respect as if the provider was the Company itself. However, certain of the Services may be provided by the Company in conjunction with products or services developed, performed or manufactured by third parties ("Third Party Products and Services"). The Company shall have no responsibility for the performance of such Third Party Products and Services, including the maintenance, repair, proper function, and/or upgrading thereof, except as otherwise expressly set forth in the **Proposal**. The Services exclude routine or preventative maintenance to the Systems and the Equipment. Unless otherwise agreed in writing, all maintenance to the Systems and the Equipment performed by the Company shall be invoiced at its then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

B. The Agreement shall be governed by the general terms and conditions set forth in these Terms ("General Terms"), and the Company's provision of the LSaaS Services, Monitoring, and Service and Maintenance Services shall be further governed by the terms and conditions available at <https://www.aus.com/service-terms>, unless Client has a Rider that has been executed by the parties and applies to such LSaaS Services and Monitoring Services.

3. Client Premises: Client shall provide and/or shall secure for Company adequate and uninterrupted access to the Client Premises to install the Equipment and/or provide the Services. Your local government(s) with jurisdiction over the Client Premises may require a license or permit for the installation, use or monitoring of the Systems or the Services.

You are solely responsible for complying with such obligations and providing Company with any then current license or permit number.

4. **Warranties and Undertakings:**

A. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, COMPANY WARRANTS THAT IT SHALL INSTALL THE EQUIPMENT IN A GOOD AND WORKMANLIKE MANNER. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, IF ANY COMPONENT OF THE EQUIPMENT INSTALLED SHALL PROVE DEFECTIVE OR INOPERABLE UNDER NORMAL OPERATING CONDITIONS WITHIN ONE (1) YEAR FROM DATE OF INSTALLATION, COMPANY SHALL, AT ITS OPTION, EITHER REPAIR OR REPLACE THE AFFECTED COMPONENT AT NO ADDITIONAL COST TO CLIENT. COMPANY RESERVES THE RIGHT TO SUBSTITUTE OR INSTALL USED PARTS OR PARTS OF EQUAL QUALITY. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE LIMITED TO, AND IN NO EVENT SHALL COMPANY BE RESPONSIBLE FOR MORE THAN, THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE "EXCLUDED WARRANTY CONDITIONS"): ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT. IF CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED. COMPANY DOES NOT PROVIDE ANY WARRANTY FOR THIRD PARTY PRODUCTS AND SERVICES.

B. Client may purchase an Extended Limited Warranty for Equipment at Client's discretion. Under the Extended Limited Warranty (if purchased), Company shall repair or, at its option, replace any part of the Equipment, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction (excluding any Excluded Warranty Conditions). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by Company) at the time of the Extended Limited Warranty purchase.

C. If Company breaches this Agreement, Client shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach, and Company may cure the breach within five (5) days following Company's receipt of the written notice or, if the breach cannot reasonably be cured within such period, may promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to Client for any loss, damage or expense arising out of or from, resulting from, related to, in connection with, or as a consequence of any such breach.

D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, WITH RESPECT TO THE SERVICES, SYSTEMS AND EQUIPMENT. THIS AGREEMENT AND THE SERVICES ARE SOLELY FOR THE MUTUAL BENEFIT OF THE PARTIES, AND NO BENEFITS, RIGHTS, DUTIES OR OBLIGATIONS ARE INTENDED OR CREATED BY THE SERVICES AS TO ANY THIRD PARTIES.

5. **INSURANCE: LIMITATIONS OF LIABILITY:**

A. CLIENT AGREES THAT COMPANY IS NOT AN INSURER OF CLIENT'S OPERATIONS, PERSONNEL OR CLIENT'S PREMISES. CLIENT ASSUMES ALL RISK OF LOSS, PHYSICAL DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT WAIVES ANY RIGHT OF RECOVERY AND ITS INSURERS' RIGHT OF SUBROGATION AGAINST COMPANY FOR ANY LOSS OR DAMAGE RESULTING FROM SUCH OCCURANCE.

B. CLIENT HEREBY RELEASES COMPANY RELEASEES FROM ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATHS, COSTS AND EXPENSES THAT ARE COVERED BY CLIENT'S INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES THEREUNDER. CLIENT HEREBY WAIVES AND RELEASES THE

COMPANY RELEASEES FROM ANY AND ALL REQUIREMENTS OR OBLIGATIONS THAT CLIENT OR ANY OTHER PARTY, NOW OR IN THE FUTURE, BE NAMED OR INCLUDED AS AN "ADDITIONAL INSURED" UNDER COMPANY'S INSURANCE.

C. Company's duties and/or liability under this Agreement shall not expand regardless of: (a) whether or not the Systems, Equipment or Services capabilities are being used, and/or (b) whether or not there is any rendering and/or use of data/information that pertains to the Services.

D. CLIENT AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY RELEASEES SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY RELEASES THE COMPANY RELEASES FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS PROFITS) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, THE SYSTEMS OR THE EQUIPMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY COMPANY RELEASEES ARE FOUND LIABLE FOR ANY REASON, THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN ANY SITUATION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO CLIENT'S ACTUAL AND DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS (EXCLUDING TAXES) INVOICED OVER THE PREVIOUS TWELVE (12) MONTH PERIOD AND DULY PAID BY CLIENT, SUCH AMOUNTS TO BE INCLUSIVE OF ANY DEFENSE COSTS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER HEREUNDER.

#### 6. **INDEMNIFICATION:**

A. Company shall indemnify and hold harmless client, its agents and employees, from and against any loss, damage, injury, judgement, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such claims are determined by a court of competent jurisdiction: (a) to occur during the process of installing the equipment at the client premises; (b) to have arisen out of the performance of this agreement; and (c) were caused by the gross negligence or willful misconduct of company, its employees or agents while company, its employees or agents were acting within the scope of their duties and authority under this agreement. Notwithstanding anything to the contrary herein, company's indemnity obligations hereunder shall cease as of the date the installation of the equipment is completed.

B. Client, to the fullest extent permitted by law, agrees to indemnify, defend and hold the company, its directors, officers, employees, contractors agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person or damage to property caused by the improper operation of the equipment and legacy system, including related equipment, whether due to malfunction or non-function of the equipment or legacy system, and/or client's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to these service terms, except as provided above. Client hereby waives all right of subrogation against company and company insurance carrier, if any, and agrees to carry its own insurance for personal injury and property damage. Said liability policy shall be sufficient to fulfill Client's indemnification and defense obligations hereunder.

7. **Installation and Service; System Removal:** You shall comply with any technical requirements set forth in the **Proposal** such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

8. **Title to Equipment, System and Panel:** In the event that Client has purchased the Equipment, Company shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. Delivery will be by common carrier F.O.B Seller's shipping point. Seller assumes sole risk of any and all loss, damage and destruction to the Equipment or the System or any part or component thereof during shipment. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client.

9. **Equipment Returns:** You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that



are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

10. **Assignment:** You may not assign this Agreement to any third party, without the prior written consent of Company. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company's consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

11. **Billing, Finance and Late Charges:**

A. Except for any Mobilization Fee (as defined below), Client shall pay all invoices, in full, within thirty (30) days after the date of invoice. For the avoidance of doubt, the invoice date shall be the date printed on the invoice document submitted to Client by Company and reproducible at Client's request. If an invoice is reissued by Company for any reason, including but not limited to Client request, the due date shall be thirty (30) days from the originally-issued invoice date. Invoices shall be issued in accordance with the agreed to project billing schedule based on the completion of the associated project milestones. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, without limitation, for all invoiced amounts not paid within thirty (30) days after the date of invoice. In addition, Client shall pay an administrative fee (a late charge, as agreed upon damages and not a penalty) of five percent (5%) of any invoice not paid within sixty (60) days after the date of invoice. Company reserves the right to immediately stop current or future Services for Client when an invoice(s) becomes past due.

B. Company reserves the right on any project to charge and invoice the Client fifty (50%) percent of the entire **Proposal** amount for the Project which shall be referred to as a "Mobilization Fee." The Mobilization fee enables the company to mobilize the workforce and order the associated equipment in a timely fashion. This Mobilization fee will be due and payable on receipt of invoice for such fee. It shall be credited against the total amount due. This Mobilization fee is subject to any restocking fees that may be applicable. The company reserves the right to not begin project work until the mobilization invoice payment is received by the Client.

12. **Waiver:** A written waiver by either Company or Client of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of this Agreement. The failure of either Company or Client to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a such party's right to enforce such provision at a later time.

13. **Applicable Law:** This Agreement shall be governed by and construed according to the laws of the State of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Venue:** Company and Client hereby irrevocably agree that any Suit arising out of, from, in connection with, or as a result of this Agreement or the subject matter hereof, or any Service, Systems or Equipment, shall be brought exclusively in the state or federal courts located in the county or district where Company's principal place of business is located (presently being Dallas County, Texas). Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court, and waives any objection that such Party may have to jurisdiction or venue therein, in any such Suit. Each Party hereby consents to the service of process in any Suit in accordance with the notice provisions of this Agreement. Each Party hereby waives any right to trial by jury in any Suit brought by the other Party.

15. **Force Majeure:** Company shall not be responsible or liable in any respect for interruptions or delays in Service or failures of or damage to Systems or Equipment due to events outside the reasonable control of Company, including, without limitation, accidents, embargoes, labor stoppages, riots, military or police actions, active shooter events, terrorist acts, acts of God, lightning, fires, floods, inclement weather, or power or communications outages (collectively, "Force Majeure"). Any additional costs and expenses incurred by Company in performing the Services that result from Force Majeure shall be the responsibility of Client as an additional charge invoiced and paid by Client as they are incurred. To the extent that Company is unable to perform, or is delayed in performing, the Services due to Force Majeure, such nonperformance or delayed performance shall not constitute a breach of this Agreement or cause for termination of this Agreement.

16. **Severability:** If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

17. **Modifications:** No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

18. **Right to Terminate**: Company and Client may terminate this Agreement in its sole discretion, with or without cause, upon sixty (60) days written notice to the other party. This Agreement may be terminated by Company, in whole or in part, for breach by Client upon five (5) days written notice that Client fails to cure within such period. Upon expiration or termination of this Agreement for any reason: (a) all licenses and other rights granted to Client shall automatically terminate; (b) all materials, other than archival copies, provided by either party to the other shall be destroyed or returned within five (5) days after the effective date of termination; and (c) all earned and undisputed unpaid fees and expenses shall become immediately due and payable. Each party's termination and other rights and remedies contained in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

19. **Regulatory Considerations**: Client shall fully comply, at its own cost and expense, with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, permits and other legal requirements (collectively, "**Governmental Regulations**") applicable to its operations, its capacity for receiving Services, the Client Premises, and its performance under this Agreement, including, without limitation, those relating to: (a) health, safety or the environment; (b) accessibility by and accommodation of handicapped persons; and (c) discrimination of any type or manner. Client shall notify Company in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public authority or the commencement of any judicial or administrative litigation or arbitration proceedings with respect to Company, the Services and/or this Agreement. Should Company be issued a citation or other sanction because of conditions on the Client Premises created by Client or others, including but not limited to, applicable health, safety and labor Governmental Regulations, Client shall pay and shall be responsible for any resulting fine.

20. **Increased Costs**: In the event that Company experiences an increase in its costs of providing the Services resulting from any change, whether or not anticipated, in (a) Taxes, permit fees and/or Governmental Regulations, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel, (b) costs imposed by third parties, and/or (c) costs related to insurance and other requirements, including, without limitation, costs incurred by Company pursuant to applicable Governmental Regulations, Client's payments for Services shall be increased by the amount of the increase in Company's costs resulting from such items. Company shall provide Client notice of such change in the applicable costs.

21. **Confidential and Proprietary Information**: Company and Client acknowledge that the Agreement may impose upon either or both parties the obligations concerning Confidential Information (as defined below) of the other party, and if so, each party shall comply with all such obligations imposed upon it in the Agreement. "**Confidential Information**" means all information that is provided by the disclosing party to the receiving party for use in connection with the Systems, Equipment or Services, but does not include: (a) information the receiving party already knows prior to such disclosure; (b) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement; and (c) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information also includes (subject to the foregoing specific exclusions): (i) the terms of this Agreement; (ii) non-public personal or financial information relating to Client, a party's employees, customers or clients; and (iv) all trade secrets, proprietary data, information or documentation, or pricing or product information that the disclosing party provides to the receiving party.

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

|                                |                  |
|--------------------------------|------------------|
| By: _____                      | By: _____        |
| Sales Representative Signature | Client Signature |

|                                   |                     |
|-----------------------------------|---------------------|
| By: <u>Jim Salzwedel</u>          | By: _____           |
| Sales Representative Printed Name | Client Printed Name |

|                        |             |
|------------------------|-------------|
| Date: <u>12-3-2021</u> | Date: _____ |
|------------------------|-------------|

|  |   |
|--|---|
| Approved: _____  |   |
| Authorized Representative Signature<br>Allied Universal® Technology Services | Authorized Representative Signature<br>City of Lowell |

**Billing Information**

|   |  |
|---|--|
| Street Address  |  |
| City  |  |
| State   |  |
| Zip Code  |  |
| Contact Name  |  |
| Contact Phone   |  |
| Contact Email   |  |
| Invoice Delivery Method<br>(email, portal, mail, other) |  |
| PO #  |  |





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

Friday, December 03, 2021

Fire Authority Board:

We responded to 101 total incidents for the month of October. We responded to a small fire in the bathroom at Lowell Middle School and a fire in a rooftop HVAC unit at an industrial building. We have responded to 965 total requests for service to date in 2021, an increase of 310 calls over the same time frame in 2020.

We responded to 6 Med 3 responses in November.

Our day shift crew helped hand out Thanksgiving dinners for a short while at the First Congregational Church.

Our annual Holiday banquet/ Awards night is scheduled for December 11<sup>th</sup> from 6pm -9pm, Saladino Smoke BBQ has been booked for the catering. You have all received an email to register for the event.

Our Social Media posts this month will be highlighting some historical information about the Fire Department in the Lowell Area.

Toys for Tots toy drive is underway until December 13.

We installed the remaining Smoke and CO alarms we had in stock and we have requested a restock shipment from the State Fire Marshalls office.

We have sent a few sets of member turn out gear for some unexpected repairs. These repairs have cost us around \$1600.00 to repair four pieces. The new came in at around \$3500 a set.

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.

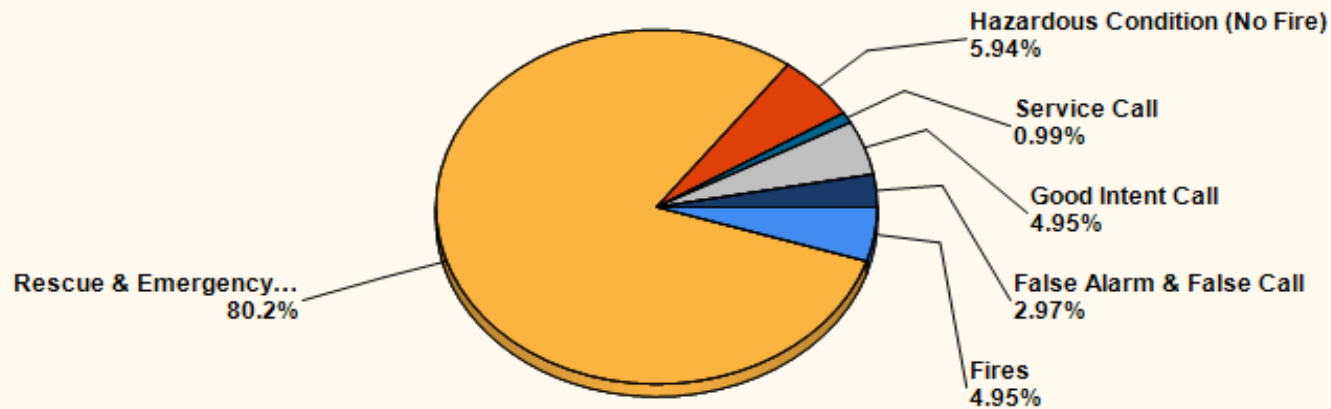
Lowell, MI

This report was generated on 12/1/2021 3:23:11 PM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 11/01/2021 | End Date: 11/30/2021



| MAJOR INCIDENT TYPE                | # INCIDENTS | % of TOTAL  |
|------------------------------------|-------------|-------------|
| Fires                              | 5           | 4.95%       |
| Rescue & Emergency Medical Service | 81          | 80.2%       |
| Hazardous Condition (No Fire)      | 6           | 5.94%       |
| Service Call                       | 1           | 0.99%       |
| Good Intent Call                   | 5           | 4.95%       |
| False Alarm & False Call           | 3           | 2.97%       |
| <b>TOTAL</b>                       | <b>101</b>  | <b>100%</b> |

# Lowell Area Fire Dept.

Lowell, MI

This report was generated on 12/1/2021 3:26:07 PM



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

Incident Type(s): All Incident Types | Start Date: 11/01/2021 | End Date: 11/30/2021

| ZONE                                    | INCIDENT COUNT | MAN-HOURS     |
|---|----------------|---------------|
| City of Lowell - City                   | 43             | 59:48         |
| Lowell Township - Lowell Township       | 35             | 50:36         |
| Vergennes Township - Vergennes Township | 23             | 98:04         |
| <b>TOTAL</b>                            | <b>101</b>     | <b>208:28</b> |

# Lowell Area Fire Dept.

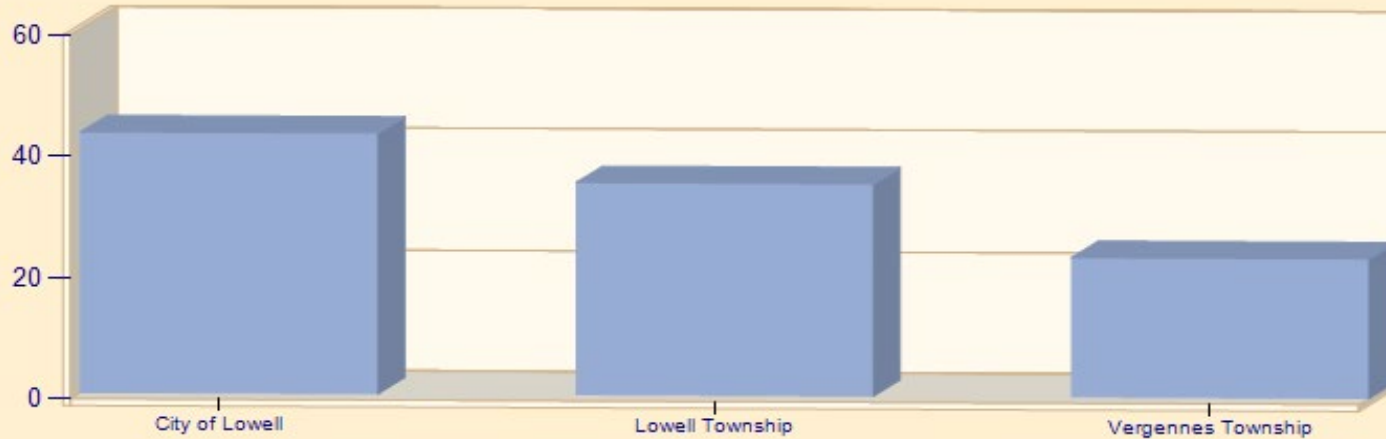
Lowell, MI

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## Incident Type Count per Zone for Date Range

Start Date: 11/01/2021 | End Date: 11/30/2021



| ZONES                                    | INCIDENT TYPE  | COUNT     |
|--|--|-----------|
| <b>City of Lowell - City</b>             |  |           |
|  | 111 - Building fire                                    | 1         |
|  | 311 - Medical assist, assist EMS crew                  | 1         |
|  | 321 - EMS call, excluding vehicle accident with injury | 32        |
|  | 411 - Gasoline or other flammable liquid spill         | 1         |
|  | 412 - Gas leak (natural gas or LPG)                    | 1         |
|  | 444 - Power line down                                  | 1         |
|  | 600 - Good intent call, other                          | 1         |
|  | 631 - Authorized controlled burning                    | 1         |
|  | 651 - Smoke scare, odor of smoke                       | 1         |
|  | 700 - False alarm or false call, other                 | 1         |
|  | 730 - System malfunction, other                        | 1         |
|  | 735 - Alarm system sounded due to malfunction          | 1         |
|  | <i>Total Incidents for City of Lowell - City :</i>     | <b>43</b> |
| <b>Lowell Township - Lowell Township</b> |  |           |
|  | 111 - Building fire                                    | 1         |
|  | 118 - Trash or rubbish fire, contained                 | 2         |
|  | 311 - Medical assist, assist EMS crew                  | 1         |

|  |   |            |
|--|---|------------|
|  | 321 - EMS call, excluding vehicle accident with injury              | 26         |
|  | 324 - Motor vehicle accident with no injuries.                      | 2          |
|  | 424 - Carbon monoxide incident                                      | 1          |
|  | 611 - Dispatched & cancelled en route                               | 2          |
|  | <i>Total Incidents for Lowell Township - Lowell Township:</i>       | <i>35</i>  |
| <b>Vergennes Township - Vergennes Township</b> |   |            |
|  | 111 - Building fire   | 1          |
|  | 321 - EMS call, excluding vehicle accident with injury              | 18         |
|  | 324 - Motor vehicle accident with no injuries.                      | 1          |
|  | 424 - Carbon monoxide incident                                      | 1          |
|  | 444 - Power line down   | 1          |
|  | 561 - Unauthorized burning  | 1          |
|  | <i>Total Incidents for Vergennes Township - Vergennes Township:</i> | <i>23</i>  |
| <b>Total Count for all Zone:</b>               |   | <b>101</b> |