

**LOWELL AREA FIRE AND EMERGENCY SERVICES BOARD
MEETING AGENDA**

**Monday, January 11, 3:30 p.m.
Look Memorial Fire Station**

1. ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVAL OF THE MINUTES
 - A. Approval of the December 14, 2015 meeting
 - B.
4. FINANCIAL REPORTS
5. PUBLIC COMMENT (MAXIMUM OF 2 MINUTES PER SPEAKER)
6. OLD BUSINESS
 - A. Review of restated "Authority Agreement"
7. NEW BUSINESS
 - A. Election of Officers for 2016
 - B. Approve 2016 Meeting Dates
 - C. Discussion of Fire Chief's required qualifications (Consultant Panel)
 - D. Residency requirement discussion
 - E. Determine actions and tentative schedule for hiring of a Fire Chief
 - F. Televised "Authority" meetings proposal
 - G. Discussion of LCTV and Engelhardt Funds grants submission opportunity
 - H. Presentation and review of restated "Bylaws"
8. COMMITTEE REPORTS
 - A. Capital Appropriations
 - B. Financial
9. FIRE CHIEF'S REPORT AND UPDATES
10. MEMBER COMMENTS
11. DATE FOR NEXT MEETING(S)
12. ADJOURNMENT

LOWELL AREA FIRE AND EMERGENCY SERVICES BOARD
MEETING MINUTES
Monday, December 14, 2015

1. ROLL CALL

- A. Jim Herb called the meeting to order at 3:30 p.m.

Members Present: Jim Herb, David Pasquale, Susan Reister, Tim Wittenbach, Jeff Altoft and Carlton Blough

2. APPROVAL OF THE AGENDA

- A. IT WAS MOVED BY PASQUALE and seconded by BLOUGH to approve the agenda as presented.
Yes – all. Motion carried.

3. APPROVAL OF THE MINUTES

- A. November 9, 2015 regular meeting.

IT WAS MOVED BY BLOUGH and seconded by REISTER to approve the minutes of the November 9, 2015 regular meeting. Yes – all. Motion Carried.

- B. November 17, 2015 Special meeting.

IT WAS MOVED BY PASQUALE and seconded by REISTER to approve the minutes of the November 17, 2015 special meeting. Yes – all. Motion Carried.

4. FINANCIAL REPORT

- A. Olin presented the financial reports. She noted a special line item in the revenue/expenditure report was created for the monies received from the municipalities for the air pack purchase. She mentioned she paid for the air packs out of the operating supply line item. Jim Herb questioned the cash balance of the authority. Olin responded approximately \$150,000.

IT WAS MOVED BY PASQUALE and seconded by REISTER to approve the financial reports as presented. Yes – all. Motion Carried.

- B. 2014/2015 Auditor's Review and Report. Steve Thompson, of Biggs, Hausserman, Thompson and Dickinson presented the audit report for the Lowell Area Fire Authority. He said it has a clean opinion, no exceptions, the best opinion you can get. He added the current fund balance is \$106,266. He mentioned there are no problems with internal controls. Blough questioned how much of a fund balance the authority should carry. Thompson responded the rule of thumb is 15 percent of your total expenditures.

5. PUBLIC COMMENT

- A. No comments were received.

6. OLD BUSINESS

- A. Computer Hardware Status. Witherell said all of the equipment has been ordered except for one more laptop. He added Chrouch Communications will be here on Thursday and then everything will be complete. He added the equipment was under budget by \$196.91.
- B. Look Grand Approval. It was mentioned that some of the tools purchased with the grant had been received.

- C. Revised "Authority" Agreement status. Letzmann stated the agreement was reviewed and rewritten. He added there were no major changes from what was written prior. Wittenbach stated Vergennes Township was holding off on the agreement until their attorney had a chance to review. Altoft requested a copy for the City attorney to review. Letzmann said he would send out the revised agreement two or three weeks prior to the next meeting.

7. NEW BUSINESS

- A. Fire Authority Insurance Presentation and Review. Judie Miljan, of Berends Hendricks Stuit was present. She said the Authority's current policy carries 5 million liability – bodily injury and property damage per occurrence/unlimited policy period maximum's no cap on it. She further mentioned the comp and collision coverage has deductibles of \$1000 each. In regard to auxiliary equipment, you are compensated in the event of loss by like kind and quality. Whatever value you provide is what you will be compensated up to that value. She added the insured at the time of loss has the option to purchase at the current rate up to 25% more limit on the Fire or Emergency Vehicle covered under this policy. She added 50% additional can be purchased for fire emergency equipment. Wittenbach questioned if anyone purchased more than 5 million per occurrence. Judie responded no, not to date.
- B. Revised "Bylaw's" presentation and Review. Letzmann stated the bylaws will be revised to make them read easier. He said a provision will be added on the sale or disposal of assets. He stated rules of procedure will be discussed at the next meeting.
- C. Fire Chief's retirement – Herb stated Chief Martins' retirement is effective January 31. Herb stated until such time, Ron VanOverbeek will be the acting fire chief.

IT WAS MOVED BY PASQUALE and seconded by WITTENBACH to accept the resignation of Fire Chief Frank Martin. Yes – all. Motion carried.

- D. Discussion of new Fire Chief's Selection Procedures. Letzmann said a job analysis of the fire chief position and a job description should be put together. He further mentioned having procedures in place for advertising, receiving applications and conducting interviews. Wittenbach mentioned Mike Devries assisted Grand Rapids Township in the selection of a new Fire Chief. He questioned the possibility of Mike Devries helping the authority work through this process. Reister felt the current fire department may have ideas on hiring a new chief. Herb said a special meeting will be held Tuesday, January 5 at the fire barn for the process of hiring a new fire chief.

8. COMMITTEE REPORTS

- A. Capital Appropriations – Blough said he would like to put the capital plan into a more readable format.
- B. Financial – No comments were received.

9. FIRE CHIEF REPORTS AND UPDATES

- A. VanOverbeek reported there were 24 fire incidents and 32 medical responses for the month of November. The total for the first eleven months was 696 calls. He stated all pumpers passed their tests and all vehicles passed the MDOT inspection. He added the Look Fund granted \$4,000 for tools and the remainder will come from the fire department fund raiser monies. He said Witherell is doing the inspections and site plans along with Corey Velzen. Dean Kruger has taken the fire instructor course at the airport in January.

10. MEMBER COMMENTS

- A. Chief Steve Bukala mentioned the Lowell Police Department was collecting winter jackets, hats and boots through a program entitled "cold weather warriors".

11. DATE FOR NEXT MEETING

- A. Date for next meeting. Herb said a special meeting will be held Tuesday, January 5, 2016 at the fire barn to discuss the process for hiring a new fire chief. The next regular scheduled Fire Authority meeting is Monday, January 11, 2016 at the Lowell Fire station at 3:30 p.m.

IT WAS MOVED BY RESITER and seconded by PASQUALE to adjourn at 4:45 P.m. Yes – all. Motion carried.

Respectfully submitted,

Jim Herb, Chairman

Suzanne Olin, Recording Secretary

REVENUE AND EXPENDITURE REPORT FOR LOWELL FIRE AUTHORITY
 PERIOD ENDING 01/31/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 01/31/2016	ACTIVITY FOR MONTH 01/31/2016	AVAILABLE BALANCE	% BDGT USED
Fund 206 - FIRE FUND						
Revenues						
Dept 000-REVENUES						
206-000-507.000	FEDERAL GRANT FEMA	0.00	0.00	0.00	0.00	0.00
206-000-569.000	STATE GRANT	0.00	0.00	0.00	0.00	0.00
206-000-589.000	LOWELL TOWNSHIP EQUIPMENT PURCHASES	0.00	17,365.66	0.00	(17,365.66)	100.00
206-000-590.000	VERGENNES TOWNSHIP EQUIPMENT PURCHASES	0.00	17,365.66	0.00	(17,365.66)	100.00
206-000-591.000	CITY OF LOWELL EQUIPMENT PURCHASES	0.00	17,365.66	0.00	(17,365.66)	100.00
206-000-632.001	LOWELL TOWNSHIP	125,869.00	64,934.70	0.00	60,934.30	51.59
206-000-632.002	VERGENNES TOWNSHIP	109,755.00	85,316.49	0.00	24,438.51	77.73
206-000-632.003	CITY OF LOWELL	116,958.00	60,478.62	0.00	56,479.38	51.71
206-000-650.000	CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
206-000-677.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
206-000-689.000-FA-1501	LOOK FUND GRANT	0.00	0.00	0.00	0.00	0.00
206-000-689.000-FA-1503	LOOK FUND GRANT	0.00	4,000.00	0.00	(4,000.00)	100.00
206-000-690.000	GRAND RAPIDS FOUNDATION GRANTS	0.00	40,000.00	0.00	(40,000.00)	100.00
206-000-698.000	CABLE TV GRANT	0.00	0.00	0.00	0.00	0.00
Total Dept 000-REVENUES						
		352,582.00	306,826.79	0.00	45,755.21	87.02
TOTAL Revenues						
		352,582.00	306,826.79	0.00	45,755.21	87.02
Expenditures						
Dept 000-REVENUES						
206-000-860.000	TRAVEL EXPENSES	0.00	15.52	0.00	(15.52)	100.00
Total Dept 000-REVENUES						
		0.00	15.52	0.00	(15.52)	100.00
Dept 336						
206-336-702.000	SALARIES-PERMANENT	0.00	0.00	0.00	0.00	0.00
206-336-703.000	SALARIES-CUSTODIAL	1,500.00	473.00	86.00	1,027.00	31.53
206-336-707.000	SALARIES-TEMPORARY	145,672.00	62,118.00	12,049.50	83,554.00	42.64
206-336-709.000	SALARIES OVERTIME	0.00	0.00	0.00	0.00	0.00
206-336-715.000	SOCIAL SECURITY	11,000.00	4,609.24	901.23	6,390.76	41.90
206-336-717.000	LIFE INSURANCE	0.00	0.00	0.00	0.00	0.00
206-336-718.000	PENSION	0.00	0.00	0.00	0.00	0.00
206-336-722.000	WORKERS COMPENSATION	7,000.00	2,790.00	0.00	4,210.00	39.86
206-336-727.000	OFFICE SUPPLIES	3,100.00	288.98	0.00	2,811.02	9.32
206-336-740.000	OPERATING SUPPLIES	62,810.00	135,606.24	4,242.90	(72,796.24)	215.90
206-336-741.000	FUEL	4,000.00	1,847.16	0.00	2,152.84	46.18
206-336-775.000	BUILDING MAINT & SUPPLIES	0.00	0.00	0.00	0.00	0.00
206-336-801.000	PROFESSIONAL SERVICES	26,000.00	5,930.50	3,000.00	20,069.50	22.81
206-336-850.000	COMMUNICATIONS	8,000.00	2,766.54	405.07	5,233.46	34.58
206-336-860.000	TRAVEL EXPENSES	4,000.00	1,403.26	331.78	2,596.74	35.08
206-336-910.000	INSURANCE	8,000.00	7,625.00	0.00	375.00	95.31
206-336-920.000	PUBLIC UTILITIES	16,000.00	6,600.20	1,057.42	9,399.80	41.25
206-336-930.000	REPAIR & MAINTENANCE	5,000.00	2,667.51	0.00	2,332.49	53.35
206-336-931.000	R & M/VEHICLES	15,000.00	6,787.32	0.00	8,212.68	45.25
206-336-932.000	REPAIRS AND MAINTENANCE BUILDING	13,000.00	11,119.14	731.91	1,880.86	85.53
206-336-940.000	RENTALS	0.00	0.00	0.00	0.00	0.00
206-336-955.000	MISCELLANEOUS EXPENSE	5,500.00	1,337.68	65.00	4,162.32	24.32
206-336-957.000	TRAINING	6,000.00	1,797.66	0.00	4,202.34	29.96
206-336-980.000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
206-336-981.000	FIRE VEHICLES	0.00	0.00	0.00	0.00	0.00
206-336-982.000	FIRE RESCUE PUMPER	0.00	0.00	0.00	0.00	0.00
206-336-986.000	EQUIPMENT	11,000.00	2,667.00	0.00	8,333.00	24.25

REVENUE AND EXPENDITURE REPORT FOR LOWELL FIRE AUTHORITY
 PERIOD ENDING 01/31/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 01/31/2016	ACTIVITY FOR MONTH 01/31/2016	AVAILABLE BALANCE	% BDT USED
Fund 206 - FIRE FUND						
Expenditures						
Total Dept 336		352,582.00	258,434.43	22,870.81	94,147.57	73.30
Dept 426-EMERGENCY MANAGEMENT						
206-426-707.000-FLOOD13 SALARIES-TEMPORARY		0.00	0.00	0.00	0.00	0.00
206-426-715.000-FLOOD13 SOCIAL SECURITY		0.00	0.00	0.00	0.00	0.00
206-426-740.000-FLOOD13 OPERATING SUPPLIES		0.00	0.00	0.00	0.00	0.00
Total Dept 426-EMERGENCY MANAGEMENT		0.00	0.00	0.00	0.00	0.00
Dept 441-DEPARTMENT OF PUBLIC WORKS						
206-441-707.000 SALARIES-TEMPORARY		0.00	0.00	0.00	0.00	0.00
Total Dept 441-DEPARTMENT OF PUBLIC WORKS		0.00	0.00	0.00	0.00	0.00
Dept 999						
206-999-999.990 CURRENT FUND CONTRA CHANGE		0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		352,582.00	258,449.95	22,870.81	94,132.05	73.30
Fund 206 - FIRE FUND:						
TOTAL REVENUES		352,582.00	306,826.79	0.00	45,755.21	87.02
TOTAL EXPENDITURES		352,582.00	258,449.95	22,870.81	94,132.05	73.30
NET OF REVENUES & EXPENDITURES		0.00	48,376.84	(22,870.81)	(48,376.84)	100.00
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		352,582.00	258,449.95	22,870.81	94,132.05	73.30
NET OF REVENUES & EXPENDITURES		0.00	48,376.84	(22,870.81)	(48,376.84)	100.00

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CHECK DISBURSEMENT REPORT FOR LOWELL AREA FIRE AND EMERGENCY
CHECK DATE FROM 12/12/2015 - 01/08/2016

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 FIRE FUND							
12/17/2015	FIRE	3262	BERNARDS ACE HARDWARE	OPERATING SUPPLIES	740.000	336	155.24
12/17/2015	FIRE	3263	CHROUCH COMMUNICATIONS, INC.	OPERATING SUPPLIES	740.000	336	20.00
12/17/2015	FIRE	3264	VERIZON WIRELESS	COMMUNICATIONS	850.000	336	59.68
12/17/2015	FIRE	3265	BEST BUY BUSINESS ADVANTAGE ACCT	OPERATING SUPPLIES	740.000	336	3,513.89
12/17/2015	FIRE	3266	CHARLES PUTNEY	TRAVEL EXPENSES	860.000	336	70.73
12/17/2015	FIRE	3267	PROF EMERGENCY SVC TRAINING, LLC	TRAINING	957.000	336	175.00
12/17/2015	FIRE	3268	RADEMACHER, KATHERINE	TRAVEL EXPENSES	860.000	336	181.70
12/17/2015	FIRE	3269	VANDERVEST, BLAKE S	TRAVEL EXPENSES	860.000	336	128.23
12/17/2015	FIRE	3270	MOTOROLA SOLUTIONS, INC	OPERATING SUPPLIES	740.000	336	3,932.00
01/07/2016	FIRE	3274	BIGGS, HAUSERMAN, P.C.	PROFESSIONAL SERVICES	801.000	336	3,000.00
01/07/2016	FIRE	3275	CANFIELD PLUMBING & HEATING IN	REPAIRS AND MAINTENANCE BUILDING	932.000	336	180.00
				REPAIRS AND MAINTENANCE BUILDING	932.000	336	350.00
				REPAIRS AND MAINTENANCE BUILDING	932.000	336	125.00
				CHECK FIRE 3275 TOTAL			655.00
01/07/2016	FIRE	3276	LOWELL LIGHT & POWER	PUBLIC UTILITIES	920.000	336	479.93
01/07/2016	FIRE	3277	DREW WIRELESS	OPERATING SUPPLIES	740.000	336	660.00
01/07/2016	FIRE	3278	5 ALARM FIRE & SAFETY EQUIP IN	OPERATING SUPPLIES	740.000	336	1,066.73
				OPERATING SUPPLIES	740.000	336	1,346.41
				OPERATING SUPPLIES	740.000	336	1,169.76
				CHECK FIRE 3278 TOTAL			3,582.90
01/07/2016	FIRE	3279	AT&T	COMMUNICATIONS	850.000	336	294.74
01/07/2016	FIRE	3280	RED CREEK	REPAIRS AND MAINTENANCE BUILDING	932.000	336	76.91

CHECK DISBURSEMENT REPORT FOR LOWELL AREA FIRE AND EMERGENCY
CHECK DATE FROM 12/12/2015 - 01/08/2016

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 FIRE FUND							
01/07/2016	FIRE	3281	PUTNEY, CHARLES	TRAVEL EXPENSES	860.000	336	72.45
				MISCELLANEOUS EXPENSE	955.000	336	65.00
				CHECK FIRE 3281 TOTAL			137.45
01/07/2016	FIRE	3282	COMCAST CABLE	COMMUNICATIONS	850.000	336	110.33
01/07/2016	FIRE	3283	CONSUMERS ENERGY	PUBLIC UTILITIES	920.000	336	577.49
01/07/2016	FIRE	3284	RADEMACHER, KATHERINE	TRAVEL EXPENSES	860.000	336	155.25
01/07/2016	FIRE	3285	VANDERVEEST, BLAKE S	TRAVEL EXPENSES	860.000	336	104.08
Total for fund 206 FIRE FUND							18,070.55

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 _____, 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.

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.
- (j) *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", either the Authority or the Chief, may terminate such employment 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 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. 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 II 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

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.

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.

CITY OF LOWELL
A Michigan Municipal Corporation

DATE: _____

JAMES W. HODGES
Its Mayor

Susan Ullery
It's Clerk

LOWELL CHARTER TOWNSHIP
A Michigan Charter Township

DATE: _____

JERRY HALE
Its Supervisor

LINDA REGAN

Its Clerk

VERGENNES TOWNSHIP
A Michigan General Law Township

DATE: _____

TIM WITTENBACH
Its Supervisor

MARI STONE
Its Clerk



301 East Main Street
Lowell, Michigan 49331
Phone (616) 897-8457
Fax (616) 897-4085

2016 LOWELL AREA FIRE AND EMERGENCY SERVICES BOARD MEETING DATES
3:30 P.M.
LOOK MEMORIAL FIRE STATION – 315 SOUTH HUDSON

January	11	July	11
February	8	August	8
March	14	September	12
April	11	October	10
May	9	November	14
June	13	December	12

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 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 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 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.

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

Section 6. Notice

Notice of any meetings shall be given in accordance with the Open Meetings Act (Act No. 267 of the Public Acts of 1976, and as amended). It shall be the responsibility of the registered agent to have all proper notices given.

Section 7. Quorum

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 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.

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

ARTICLE III

Officers

Section 1. 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.

Section 4. Chief Executive Officer

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. Secretary

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, 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 6. Treasurer

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 7. Delegation of Duties of Officers

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 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 depositaries 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 5. Disposal of Assets

Authority assets may be sold or disposed of by the Board consistent with 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.

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 (Act 7 of Public Acts 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 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 _____ 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:

_____ on _____
Secretary

Lowell Area Fire Dept.

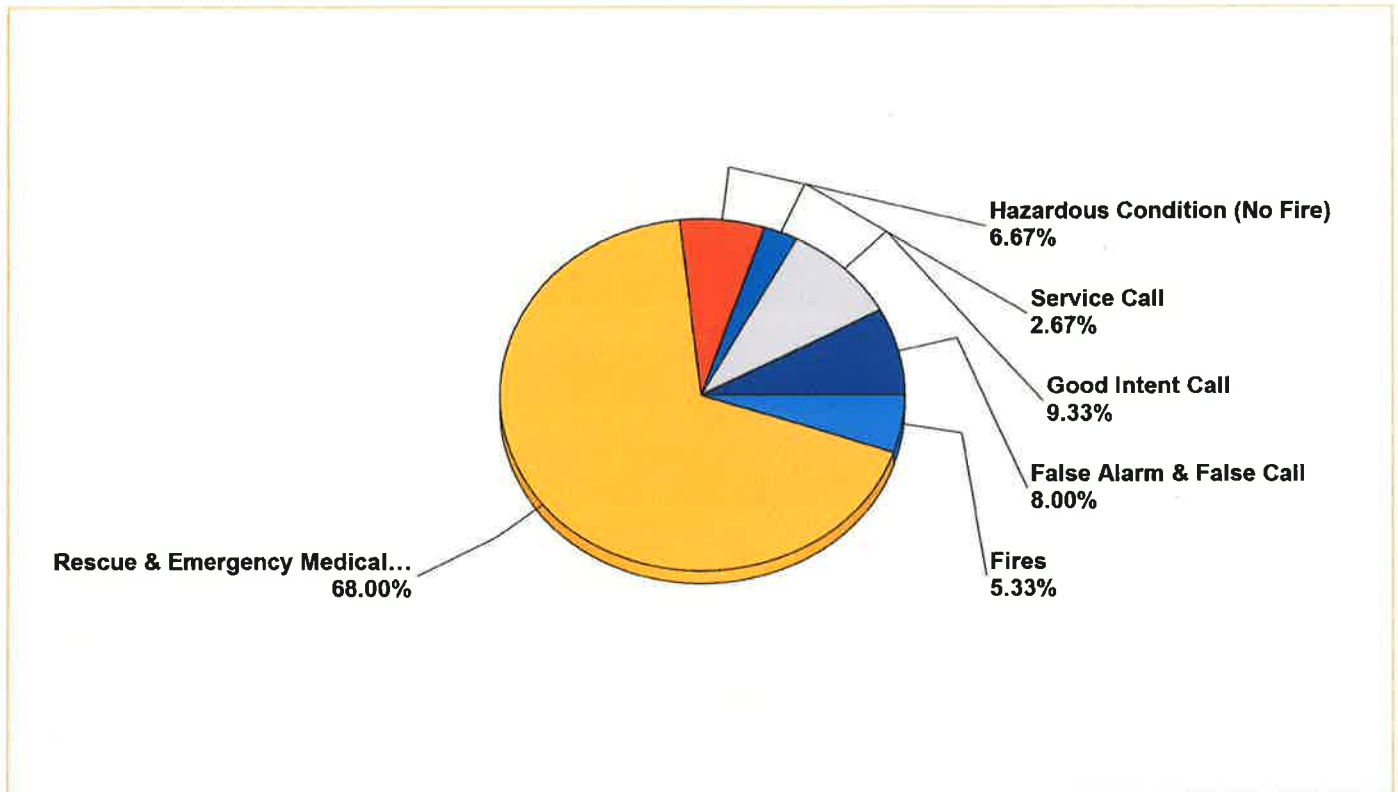
Lowell, MI

This report was generated on 1/1/2016 3:18:22 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 12/01/2015 | End Date: 12/31/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	5.33%
Rescue & Emergency Medical Service	51	68.00%
Hazardous Condition (No Fire)	5	6.67%
Service Call	2	2.67%
Good Intent Call	7	9.33%
False Alarm & False Call	6	8.00%
TOTAL	75	100.00%

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

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
114 - Chimney or flue fire, confined to chimney or flue	1	1.33%
130 - Mobile property (vehicle) fire, other	1	1.33%
154 - Dumpster or other outside trash receptacle fire	1	1.33%
160 - Special outside fire, other	1	1.33%
311 - Medical assist, assist EMS crew	20	26.67%
321 - EMS call, excluding vehicle accident with injury	26	34.67%
322 - Motor vehicle accident with injuries	4	5.33%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	1.33%
412 - Gas leak (natural gas or LPG)	2	2.67%
444 - Power line down	3	4.00%
550 - Public service assistance, other	1	1.33%
561 - Unauthorized burning	1	1.33%
600 - Good intent call, other	1	1.33%
611 - Dispatched & cancelled en route	6	8.00%
700 - False alarm or false call, other	2	2.67%
710 - Malicious, mischievous false call, other	1	1.33%
730 - System malfunction, other	1	1.33%
735 - Alarm system sounded due to malfunction	2	2.67%
TOTAL INCIDENTS:	75	100.00%

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

Lowell Area Fire Dept.

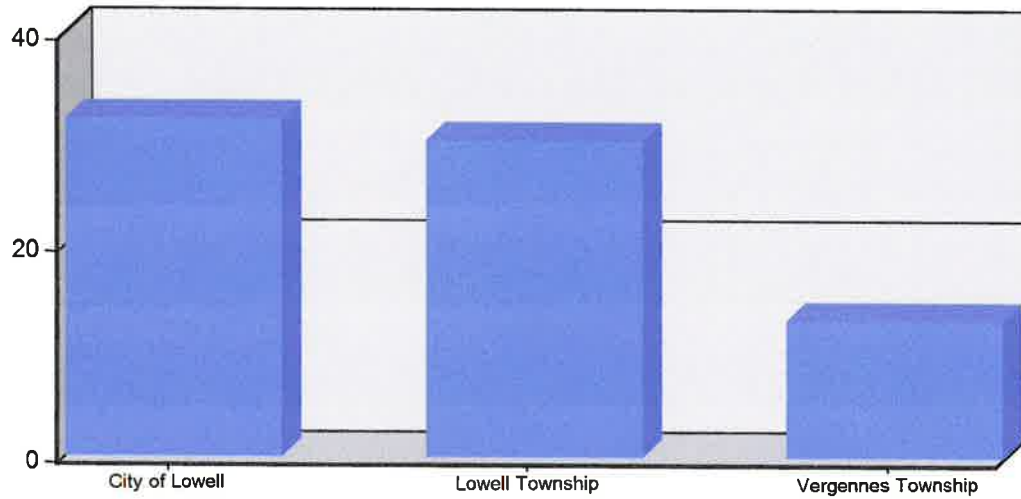
Lowell, MI

This report was generated on 1/1/2016 3:11:19 PM



Incident Count per Zone for Date Range

Start Date: 12/01/2015 | End Date: 12/31/2015



ZONE	# INCIDENTS
City of Lowell - City	32
Lowell Township - Lowell Township	30
Vergennes Township - Vergennes Township	13

TOTAL: 75

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



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LOWELL AREA FIRE AND EMERGENCY SERVICES AUTHORITY
315 S. Hudson St.
2016

January 6, 2016

Fire authority board:

We have had 24 fire incidents and 51 medical responses for the month of December, 2015.

The total for the year, 771 calls.

In house training on the new air-packs is complete. The air packs were put into service at the last training. (1/9/16)

The new tools purchased through the grant are being mounted on the engines.

Captain Witherell is overseeing the Medical and Fire reports that are sent to NFIRS. These reports are being completed by the Lieutenants.

Captain Witherell is also doing the inspections and site plans, along with Lt. Corey Velzen.

Training: No scheduled training in December due to the holidays.

Lt Krueger will be taking the fire instructor course at the G.R. Airport in January.

If you have any questions, please contact me at 648-1478

Ron van Overbeek, Deputy Fire Chief