

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

**Monday, February 8, 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 Special Meeting – January 5th, 2016 meeting
 - B. Approval of the Regular Meeting – January 11th, 2016 meeting
 - C. Approval of the Special Meeting – January 20th, 2016 meeting
4. FINANCIAL REPORTS
5. PUBLIC COMMENT (MAXIMUM OF 2 MINUTES PER SPEAKER)
6. OLD BUSINESS
 - A. Election of Vacant Vice Chairman Position
 - B. Restated Authority Agreement Review
 - C. Restated Bylaws Review
 - D. Meeting Rules Review and Approval
 - E. Fire Chief Hiring Checklist
7. NEW BUSINESS
 - A. Five Year Capital Presentation - C. Blough
 - B. Data Committee Presentation - T. Wittenbach
 - C. Future Budget Status
 - D. Fire Department Survey
 - E. Grant Status
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
SPECIAL MEETING
Monday, January 5, 2016

1. ROLL CALL

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

3. PUBLIC COMMENTS

No comments were received.

4. NEW BUSINESS

A. Hiring of New Fire Chief

Chairman Herb stated Ron VanOverbeek is the current acting fire chief. Reister handed out a fire chief job description to the board. Altoft mentioned the importance of having a fire chief that was active and had the same training as his men. Herb mentioned the impact of where the chief resides. Wittenbach was not in favor of limiting to residing 5 miles from the station. Rogers mentioned MIOSHA needs to be incorporated into the training requirements of the chief, specifically part 74. Wittenbach mentioned having Mike Devries assist with the hiring of a new chief. He felt without assistance, the authority would be "spinning our wheels". He questioned the possibility of Mike Devries helping the authority work through this process. Reister mentioned her former chief may be helpful. Jerry Hale mentioned Phil Dougherty of Bowne Township and Dave Murray of Ada Township to assist. Herb presented the authority with payroll background of the current chief and questioned a proposed pay scale for the new position. Altoft said the board should not address pay at this time. Reister also mentioned a fire vehicle is a nice benefit to the chief position. Herb added having a presence at the fire station is important. Blough felt more information on the chief monthly reports could be beneficial. Vanoverbeek said the new software recently purchased for reporting, has more capabilities for reporting to the board. However, there is a concern with releasing private information. Pasquale had no problem if the chief resided within the district. Reister felt anyone on the current department should be allowed an interview. Herb mentioned another resource is Michigan township association. Herb said he would see if the chiefs mentioned, would be available at the next meeting. Wittenbach felt our next agenda should be condensed with the chief's position the first item. Altoft mentioned gathering expected qualifications from the firefighters as well. He felt the current fire department may have ideas on hiring a new chief.

5. DATE FOR NEXT MEETING

A. The next meeting will be held Monday, January 11, 2016 at the Lowell Fire Barn.

IT WAS MOVED BY PASQUALE to adjourn at 4:50 P.m. Yes – all. Motion carried.

Respectfully submitted,

Jim Herb, Chairman

Suzanne Olin, Recording Secretary

LOWELL AREA FIRE AND EMERGENCY SERVICES BOARD
MEETING MINUTES
Monday, January 11, 2016

1. ROLL CALL

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

Herb mentioned he was going to move the hiring of new fire chief as the next item.

IT WAS MOVED BY PASQUALE and supported by REISTER to approve the agenda as corrected.
Yes – all. Motion carried.

3. HIRING OF NEW FIRE CHIEF

Phil Dougherty of Bowne Township stated he has been on the department for 23 years. Dave Murray of Ada Township stated he has been the chief for two years. Grand Rapids Township Supervisor Mike Devries said he was appointed 18 years ago. He added it is nice to contribute to the township things that will last into the future. The fire authority members then introduced themselves. Reister presented a “rough draft” job description. Herb mentioned our retiring Chief Frank Martin had worked full time for the City of Lowell and could fill in as fire chief when needed. Since he retired from the City, he has become more administrative. Devries suggested that the authority analyze numbers including number of runs, time, and day of runs and then staff to accommodate those needs. He commended the fire authority for not rushing into the hiring of a chief. He said the staff at Rockford ambulance handles the medical calls for Grand Rapids Township. Wittenbach questioned if anyone had fire millages? Murray said Grand Rapids Township has a public safety millage. Dougherty mentioned he disagreed with the qualification on the job description that mentioned a college degree. He thought a degree was asking too much. Wittenbach mentioned our department currently has cafeteria pay for administrative work. Dougherty mentioned 90 percent of his work is administrative work. He added training is delegated as well as truck inspections. Dougherty mentioned 30 % of their calls are medical while the rest are fire related. Blough questioned how the chiefs would go about hiring a new chief. Devries responded he would spend the first two weeks working with the current department and how the operation worked. He mentioned he would be happy to assist in the process. He added job descriptions, chain of command and camaraderie are very important to have in a department. Devries said Lowell has a good group of people and that he is still learning every day. He added there have been several chief turnovers recently. Dougherty mentioned the authority should thank the current acting chief. He said there is a lot of weight on him for filling in.

4. APPROVAL OF THE MINUTES

Approval of the December 14, 2015 meeting. Wittenbach requested under item 7D to read “Wittenbach mentioned Mike Devries assisted Ada Township in the selection of a new chief.

IT WAS MOVED BY PASQUALE and seconded by BLOUGH to approve the minutes as corrected.
Yes – all. Motion carried.

5. APPROVAL OF THE FINANCIAL REPORTS.

Olin mentioned the authority had a \$144,000 cash balance. She said the City and Lowell Township will be making their third quarter payments. Reister questioned the purchase to Best Buy in the amount of \$3,513 on the accounts payable report. Witherell responded it was for the purchase of laptops and tablets for the tech improvements.

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

6. PUBLIC COMMENT.

No public comments were received.

7. OLD BUSINESS

Review of restated "Authority Agreement". Letzmann presented a clean copy for the fire authority of the fire agreement. Wittenbach mentioned in regard to section 2.3 funding formula, it has now been in existence for six years. He would like to research the funding formula and how the municipalities are charged. Blough felt this would be the time to review the formula. Herb mentioned this item be tabled until February. Altoft mentioned it may make a difference where the calls are going in the township.

8. NEW BUSINESS

A. Election of officers

Moved by Pasquale, supported by Reister to nominate Jim Herb as chairman. Yes – all. Motion carried.

Moved by Reister, supported by Altoft to nominate Pasquale as vice-chairman. Yes – all. Motion carried.

Moved by Reister supported by Pasquale to nominate Blough as secretary/treasurer. Yes – all. Motion carried.

B. Approve 2016 meeting dates.

Herb mentioned as part of the first organizational meeting, 2016 meeting dates must be approved.

IT WAS MOVED BY WITTENBACH and seconded by REISTER to approve the 2016 meeting dates. Yes – all. Motion carried.

C. Residency requirement discussion.

Letzman said in regard to residency laws, the state of Michigan has it spelled out as part of public law. He added, in 1999 police and fire unions did away with the residency requirement. He added the law provides 20 miles distance. Pasquale questioned 20 miles from the station or district.

D. Determine actions and tentative schedule for hiring of a Fire Chief.

Letzmann suggested a job description and operating procedures to start with. Herb suggested a committee meet to work on fire statistics including fire runs statistics and the formula.

E. Televised authority meetings proposal.

Blough said Lowell Township is currently not televising their meetings. Devore mentioned you would be surprised how many people watch Lowell City Council meetings. Altoft mentioned Lowell Light and Power has a stationary camera that uploads into you tube. Herb said it is something to think about.

F. Discussion of LCTV and Englehardt Funds grants submission opportunity.

Witherell mentioned purchasing 40 radios for the department through a Cable Grant in the amount of \$15,000 including batteries and chargers with a contribution from the authority. Chief Bukala said he is pursuing purchasing the same grant for radios.

IT WAS MOVED BY WITTENBACH and supported by ALTOFT to pursue a grant from the Lowell Cable TV to purchase radios for the department. Yes all. Motion Carried.

Witherell mentioned pursuing an Englehardt grant for the purchase of a breathing air compressor and fill station as well as a gear extractor.

IT WAS MOVED BY BLOUGH and supported by REISTER to put in for both grants including Englehardt and Fema to purchase a breathing air compressor, fill station and gear extractor. Yes all. Motion carried.

- G. Presentation and review of restated "Bylaws".
Herb mentioned this item is tabled at this time.

9. COMMITTEE REPORTS

- A. Capital appropriations. No reports were received.
- B. Financial. No reports were received.

10. FIRE CHIEF REPORTS AND UPDATES

- A. Vanoverbeek presented reports from the new fire software including major incident type and detailed breakdown by incident type. He added there were 24 fire incidents and 51 medical responses for the month of December. The total for the year is 771 calls. In house training on the new air-packs is now complete. The new tools purchased through the grant are being mounted on the engines. Witherell is overseeing the medical and fire reports that are sent to NFIRS. Captain Witherell is also doing the inspections and site plans along with Corey Velzen.

11. MEMBER COMMENTS.

- A. No comments were received.

12. DATE FOR NEXT MEETING

- A. Herb said a committee consisting of Wittenbach, Atoft, Blough and Shannon will discuss fire run statistics at a worksession on Wednesday February 20 at 6:00 p.m.

IT WAS MOVED BY PASQUALE and supported by Reister to adjourn at 6:00 P.m. Yes – all. Motion carried.

Respectfully submitted,

Jim Herb, Chairman

Suzanne Olin, Recording Secretary

PROCEEDINGS OF THE
LOWELL AREA FIRE AND EMERGENCY SERVICES BOARD
WEDNESDAY JANUARY 20, 2016 AT 2 P.M.

1. CALL TO ORDER ROLL CALL

The Meeting was called to order at 2.05 p.m..

Members Present: Carlton Blough, David Pasquale, Tim Wittenbach and Jeff Altoft

2. FACT FINDING AND FIRE RUN

Witherell handed out reports that included average response time, calls by day of week, a map of the service area and calls by hour of the day. He mentioned Saturday and Sunday are the most expensive days for responses and that the department currently had a team based schedule.

3. REVIEW FIRE AUTHORITY FORMULA

The fire authority formula was reviewed. With a new chief and new budget coming up, and a period of transition, it was decided to leave the formula until more data is received. Witherell said he will begin to track the cost per vehicle. Blough questioned if the department does fire investigations. Witherell said the chief or designee needs to investigate all fires. He added Kent County is in the process of forming a task force.

4. ADJOURN

The meeting was adjourned at 3:56 p.m.

Respectfully submitted,

Jim Herb, Chairman

Suzanne Olin, Recording Secretary

PERIOD ENDING 02/29/2016

DB: Lowell Fire									
		2015-16		ACTIVITY FOR		AVAILABLE		% BDT	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE 02/29/2016	MONTH 02/29/2016	BALANCE	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	0.00		
206-000-569.000	STATE GRANT	0.00	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	100.00		
206-000-590.000	VERGENNES TOWNSHIP EQUIPMENT PURCHASES	0.00	17,365.66	0.00	(17,365.66)	100.00	100.00		
206-000-591.000	CITY OF LOWELL EQUIPMENT PURCHASES	0.00	17,365.66	0.00	(17,365.66)	100.00	100.00		
206-000-632.001	LOWELL TOWNSHIP	125,869.00	97,402.05	0.00	28,466.95	77.38	77.38		
206-000-632.002	VERGENNES TOWNSHIP	109,755.00	85,316.49	0.00	24,438.51	77.73	77.73		
206-000-632.003	CITY OF LOWELL	116,958.00	90,717.93	0.00	26,240.07	77.56	77.56		
206-000-650.000	CONTRIBUTIONS	0.00	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	0.00		
206-000-689.000-FA-1501	LOOK FUND GRANT	0.00	0.00	0.00	(4,000.00)	100.00	100.00		
206-000-689.000-FA-1503	LOOK FUND GRANT	0.00	40,000.00	0.00	(40,000.00)	100.00	100.00		
206-000-690.000	GRAND RAPIDS FOUNDATION GRANTS	0.00	0.00	0.00	0.00	0.00	0.00		
206-000-698.000	CABLE TV GRANT	0.00	0.00	0.00	0.00	0.00	0.00		
Total Dept 000-REVENUES		352,582.00	369,533.45	30,239.31	(16,951.45)	104.81			
TOTAL Revenues									
		352,582.00	369,533.45	30,239.31	(16,951.45)	104.81			
Expenditures									
Dept 000-REVENUES									
206-000-860.000	TRAVEL EXPENSES	0.00	15.52	0.00	(15.52)	100.00	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	0.00		
206-336-703.000	SALARIES-CUSTODIAL	1,500.00	473.00	0.00	1,027.00	31.53	31.53		
206-336-707.000	SALARIES-TEMPORARY	145,672.00	62,118.00	0.00	83,554.00	42.64	42.64		
206-336-709.000	SALARIES OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00		
206-336-715.000	SOCIAL SECURITY	11,000.00	4,609.24	0.00	6,390.76	41.90	41.90		
206-336-717.000	LIFE INSURANCE	0.00	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	0.00		
206-336-722.000	WORKERS COMPENSATION	7,000.00	2,790.00	0.00	4,210.00	39.86	39.86		
206-336-727.000	OFFICE SUPPLIES	3,100.00	288.98	0.00	2,811.02	9.32	9.32		
206-336-740.000	OPERATING SUPPLIES	62,810.00	135,771.75	0.00	(72,961.75)	216.16	216.16		
206-336-741.000	FUEL	4,000.00	2,436.75	0.00	1,563.25	60.92	60.92		
206-336-775.000	BUILDING MAINT & SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00		
206-336-801.000	PROFESSIONAL SERVICES	26,000.00	8,968.00	0.00	17,032.00	34.49	34.49		
206-336-850.000	COMMUNICATIONS	8,000.00	3,355.43	0.00	4,644.57	41.94	41.94		
206-336-860.000	TRAVEL EXPENSES	4,000.00	1,403.26	0.00	2,596.74	35.08	35.08		
206-336-910.000	INSURANCE	8,000.00	7,625.00	0.00	375.00	95.31	95.31		
206-336-920.000	PUBLIC UTILITIES	16,000.00	6,725.63	0.00	9,274.37	42.04	42.04		
206-336-930.000	REPAIR & MAINTENANCE	5,000.00	2,753.01	0.00	2,246.99	55.06	55.06		
206-336-931.000	R & M/VEHICLES	15,000.00	6,787.32	0.00	8,212.68	45.25	45.25		
206-336-932.000	REPAIRS AND MAINTENANCE BUILDING	13,000.00	11,805.02	0.00	1,194.98	90.81	90.81		
206-336-940.000	RENTALS	0.00	0.00	0.00	0.00	0.00	0.00		
206-336-955.000	MISCELLANEOUS EXPENSE	5,500.00	2,239.17	0.00	3,260.83	40.71	40.71		
206-336-957.000	TRAINING	6,000.00	1,797.66	0.00	4,202.34	29.96	29.96		
206-336-980.000	CAPITAL OUTLAY	0.00	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	0.00		
206-336-982.000	FIRE RESCUE PUMPER	0.00	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	24.25		

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 FIRE FUND							
01/14/2016	FIRE	3287	BERNARDS ACE HARDWARE	REPAIRS AND MAINTENANCE BUILDING		** VOIDED **	
01/14/2016	FIRE	3288	CITY OF LOWELL	PUBLIC UTILITIES		** VOIDED **	
01/14/2016	FIRE	3289	TIME EMERGENCY EQUIPMENT	OPERATING SUPPLIES		** VOIDED **	
01/14/2016	FIRE	3290	VERIZON WIRELESS	COMMUNICATIONS		** VOIDED **	
01/14/2016	FIRE	3291	BERNARDS ACE HARDWARE	REPAIRS AND MAINTENANCE BUILDING	932.000	336	37.88
01/14/2016	FIRE	3292	CITY OF LOWELL	PUBLIC UTILITIES	920.000	336	125.43
01/14/2016	FIRE	3293	TIME EMERGENCY EQUIPMENT	OPERATING SUPPLIES	740.000	336	165.51
01/14/2016	FIRE	3294	VERIZON WIRELESS	COMMUNICATIONS	850.000	336	61.07
01/15/2016	FIRE	3295	GARY'S MEAT MARKET	MISCELLANEOUS EXPENSE	955.000	336	568.29
01/27/2016	FIRE	3296	CHROUGH COMMUNICATIONS, INC.	REPAIR & MAINTENANCE	930.000	336	85.50
01/27/2016	FIRE	3297	RAYNOR OVERHEAD DOOR OF GR	REPAIRS AND MAINTENANCE BUILDING	932.000	336	648.00
01/27/2016	FIRE	3298	KENT COUNTY EMERGENCY	MISCELLANEOUS EXPENSE	955.000	336	272.89
01/27/2016	FIRE	3299	PETER LETZMANN ASSOCIATES	PROFESSIONAL SERVICES	801.000	336	3,037.50
01/27/2016	FIRE	3300	AT&T	COMMUNICATIONS	850.000	336	303.87
01/27/2016	FIRE	3301	COMCAST CABLE	COMMUNICATIONS	850.000	336	223.95
Total for fund 206 FIRE FUND							5,529.89

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.

For Approval by the Authority Board
on February 8, 2016

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

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

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

Section 1.4 Governing Body.

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

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

- (c) *Compensation.* All Board Members shall serve without compensation, but shall be reimbursed by the Board for actual and necessary expenses incurred in the performance of Board duties as approved by the Authority.
- (d) *Removal.* Any Member of the Board may be removed at the discretion of the governing body of the Municipality appointing such Member.
- (e) *Voting.* Each Member of the Board is entitled to vote upon all matters to come before the Board, in the absence of a conflict of interest. A Member of the Board is entitled to one vote for each action taken by the Board. Unless specifically stated otherwise in this Agreement or in applicable law, all actions taken by the Board shall require approval of not less than a simple majority of those Members of the Board at a meeting where there is a quorum present. Proxy voting is not allowed. All voting and deliberation shall be in person.
- (f) *Quorum.* No action shall be taken except at a meeting at which a quorum of Members of the Board entitled to vote is present in person. A quorum shall consist of not less than a majority of the duly appointed voting Members of the Board.
- (g) *Meetings.* The Board shall meet at least once a quarter and shall annually establish a meeting schedule which shall be posted at the offices of the City and the Townships, in the manner and time provided by law. Special meetings may be called by the Chairperson or Vice-Chairperson, or any three (3) Board Members. All Board Members shall be notified in writing at least eighteen (18) hours prior to the special meeting. All meetings of the Board shall 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", the Authority may terminate the Chief at any time, with or without cause and with or without notice. The Board may employ or authorize the Chief to employ other officer positions, fire fighters, emergency personnel, and employees to assist the Chief, and may establish procedures for the hiring and removal of such positions, which in its discretion, may or may not include the Board's active participation. Any individual occupying a position of the chief shall serve as an "at will" employee of the Authority and subject to removal, discipline, and/or adjustment in compensation by the Board with or without cause and with or without notice. An annual review of the Chief will be undertaken by the Board at the time of budget approval. 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: _____

Jeff Altoft
Its Mayor

Susan Ullery
Its 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

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 law or these By Laws.

Section 6. Notice

Notice of any meetings shall be given in accordance with the Open Meetings Act, Public Act 267 of 1976, and as amended. It shall be the responsibility of the Secretary 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, provide notices, and shall perform like duties for the committees when required. The Secretary shall further perform all duties of the office of Secretary as directed by the Chairperson.

Section 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 depositories as the Authority Board may select and as approved by State Law.

Section 4. Purchasing

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

bids or quotes upon the approval of the Fire Chief, however, every effort must be made to obtain the best price. A written explanation shall be filed with the Authority Treasurer with the invoice for payment.

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

Section 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, Public Act 7 of 1967, together with such other powers as are necessarily incident thereto, including the following:

- a. Management, administration, control and direction of the operations, personnel, buildings, ground, facilities, firefighting apparatus and equipment related directly or indirectly to the protection of persons or property from, and the prevention of the occurrence of fire, including investigation and detection of the causes of fire;
- b. Budget preparation and control;
- c. Improvement and expansion of the foregoing;
- d. Preparation and maintenance of records and reports; and
- e. Such other duties and responsibilities as determined necessary from time to time by resolution of the Authority Board and any other power or duty authorized or permitted by any statute or ordinance, directly or indirectly related to the Fire Department's purposes.

ARTICLE VII

Fire Department

Section 1. Fire Department

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

Section 2. Standard Operating Guidelines

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

Section 3. Membership in the Department

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

Section 4. Budgets and Reports

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

Section 5. Public Hearing: Decisions

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

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

MEETING RULES AND PROCEDURES

A. REGULAR AND SPECIAL MEETINGS

All meetings of the Lowell Area Fire and Emergency Service Authority (Authority) will be held in compliance with state statutes, including the Open Meetings Act, 1976 P.A. 267, as amended and with these rules.

1. Regular Meetings

Regular meetings of the Authority will be held on the second Tuesday of each month beginning at 3:30 PM, Fire Department Office, unless otherwise rescheduled by resolution of the Authority.

2. Special Meetings

Special meetings shall be called by the Secretary, upon written request of the Chair, Vice Chair, or three members of the Authority on at least 18 hours written notice to each member of the Authority, personally served or left at the member's usual place of residence. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the Authority, unless the item has stated in the notice of such meeting.

3. Posting Requirements for Regular and Special Meetings

- a. Within 10 days after the first meeting of the Authority, following the appointment of the Members, a public notice stating the days, times and places of the regular monthly meetings will be posted at the Fire Station and at Members municipal offices.
- b. For a rescheduled regular or special meeting of the Authority, a public notice stating the date, time and place of the meeting shall be posted at least 18 hours before the meeting as provided in subsection 3a above.
- c. The notice describe above is not required for an emergency meeting of the Authority, in emergency session in the event of sever and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the Authority determine that delay would be detrimental to the Authority's efforts in responding to the threat.

4. Minutes of the Regular and Special Meeting

The Secretary shall attend the Authority meetings and make a record of all the proceedings and resolutions of the Authority in accordance with the Service Agreement and the Open Meetings Act. In the absence of the Secretary, the

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Authority may appoint one of its members or another person to temporally perform the Secretary's duties. The action items and the votes thereon shall constitute the minutes of the Authority meetings. A copy of the minutes of each regular and special meeting shall be available for public inspection at the Fire Department office during the regular business hours.

5. Study Sessions

Upon the call of the Chair, the Vice-chair or three members of the Authority, with appropriate notice the members and the public, the Authority may convene a work or study session, devoted exclusively to the exchange of information relating to Authority affairs. No vote shall be taken on any matters under discussion nor shall members enter into a formal commitment with another member regarding a vote to be taken subsequently.

B. CONDUCT OF MEETINGS

1. Meeting to be Public

All regular and special meetings of the Authority shall be open to the public and citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the Authority may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the Authority and its committees shall be open to the media, freely subject to recording by radio, television, and photographic services at any time, provided such arrangements do not interfere with the orderly conduct of the meeting.

2. Agenda Preparation

An agenda for each regular Authority meeting shall be prepared by the Chair with the following order of business:

- a. Call to order
- b. Public hearing
- c. Brief public comment on agenda items
- d. Approval of the consent agenda
- e. Approval of the regular agenda
- f. Approval of the minutes
- g. Submission of bills for payment
- h. Communications to the Authority
- i. Reports from committees
- j. Reports from staff and other officials
- k. Unfinished business
- l. New business
- m. Announcements
- n. Adjournment

Any member shall have the right to add items to the regular agenda before it is approved.

3. Consent Agenda

A consent agenda may be used to allow the Authority to act on numerous administrative and noncontroversial items at one time. Included on this agenda can be noncontroversial matters such as approval of the minutes, payments of bills, approval of recognition resolutions, etc. Upon request by any member of the Authority, an item shall be removed from the consent agenda and placed on the regular agenda for discussion.

4. Agenda Distribution

Agendas shall be distributed via email by noon on Friday preceding the regular meeting.

5. Quorum

A majority of the entire Authority appointed and sworn members of the Authority shall constitute a quorum for the transaction of business at all Authority meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice.

6. Attendance at Authority Meetings

Appointment to the Authority is a privilege freely sought by the appointee. It carries with it the responsibility to participate in Authority activities and to represent the resident of the Authority's area. Attending at Authority meetings is critical to fulfilling this responsibility.

The Authority may excuse absences for cause. If a member has more than three unexcused successive absences, for regular or special Authority meetings, the Authority may enact an appropriate resolution to the appointing member government body.

7. The presiding officer shall be responsible for enforcing these rules of procedure and or the enforcing orderly conduct at meetings of the Authority. The Chair is ordinarily the presiding officer. The Vice-Chair shall preside in the absence of the Chair. In the absence of both, the member having the longest continuous service shall preside.

8. Disorderly Conduct

The Chair may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such person shall be seated until the Chair determines whether the person is in order.

If the person so engaged in presentation is called out of order, he or she shall not be permitted to continue to speak at the same meeting except by special leave of the Authority. If the person shall continue to be disorderly and disrupt the meeting, the Chair may order the sergeant at arms to remove the person from the meeting. Not person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.

C. CLOSED MEETINGS

1. Closed meetings may be held only for the reasons authorized in the Open Meetings Act.

2. Calling a Closed Meeting

At a regular or special meeting of the Authority, the members, by roll call vote and under the conditions provided in the Open Meetings Act, may call for a closed meeting. The resolution stating the purpose for the closed meeting and roll call vote shall be entered in the minutes of the public part of the Authority's meeting at which the vote is taken.

3. Minutes of the Closed Meeting

A separate set of minutes shall be taken by the Secretary or the designated Secretary of the Authority at the closed session. The minutes will be retained by the Secretary, shall not be available to the public and shall only be disclosed if required by a civil action authorized by the Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

D. DISCUSSION AND VOTING

1. Rule of Parliamentary Procedure

The rules of parliamentary practice as contained in the latest edition of Robert's Rules of Order shall govern the Authority in all cases to which they are applicable, provided they are not in conflict with these rules, other local legal authority, or applicable state law.

The Chair shall preserve order and decorum and may speak to points of order in preference to other members. The Chair shall decide all questions arising on this parliamentary authority, subject to appeal and reversal by a majority of the members present.

Any member may appeal to the members a ruling of the Chair. If the appeal is seconded, the member making the appeal may briefly state the reason for the appeal and the presiding officer may briefly state the ruling. There shall be no debate on the appeal and no other member shall participate in the discussion. The question shall

be, "Shall the decision of the Chair be sustained?" If the majority of the members present vote "aye," the ruling of the Chair is sustained, otherwise it is overruled.

2. Conduct of Discussion

During the Authority's discussion and debate, no member shall speak until recognized for that purpose by the Chair. After recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by an other member. Speakers should address their remarks to the Chair, maintain a courteous tone and avoid interjecting a personal note into the debate.

No member shall speak more than once on the same question unless every member desiring to speak to that question shall have had an opportunity to do so.

The Chair, at his or her discretion and subject to the appeal process in section D1 may permit any person to address the Authority during its deliberation.

4. Roll Call

In all roll calls the names of the member of the Authority shall be called in alphabetical order. And, the names shall rotate so that the second called in the preceding call shall be the first call.

5. Duty to Vote

Appointment to a governing body carries with it the obligation to vote. Members present at the meeting shall vote on every matter before the body, unless otherwise excused or prohibited from voting by law. A member, who is present and abstains or does not vote in a roll call vote, shall be counted as voting on the prevailing side and be so recorded, unless excused or prohibited from voting by law. Conflicts of interest as defined by law and the Service Agreement shall be the sole reason for a member abstaining from voting. The opinion of the Authority's attorney shall be binding on the members with respect to existence of a conflict of interest. A vote may be tabled, if necessary, to obtain an opinion of the attorney.

The right to vote is limited to member of the Authority present at the time the vote is taken. Voting by proxy or telephone is not permitted.

All votes must be held and determined in public; no secret ballots are permitted.

6. Results of Voting

In all cases where a vote is taken, the Chair shall declare the results.

It shall be in order for any member voting in the majority, to move for reconsideration of the vote on any question at the meeting or at the next succeeding

meeting of the Authority. If the motion for reconsideration fails it may not be renewed.

E. CITIZEN CONDUCT

1. General

Each regular Authority meeting agenda shall provide for reserved time for audience comment.

If requested by a member, the Chair, shall have the discretion to allow a member of the audience to speak at times other than reserved for audience comment.

2. Length of Audience Presentation

Any person who addresses the Authority during a meeting or public hearing shall be limited to five minutes in length per individual presentation. The Secretary shall maintain the official time and notify the speakers when their time is up.

3. Addressing the Authority

When a person addresses the Authority, he or she may state his or her name and home address. Remarks should be confined to the question at hand and address the Chair in a courteous manner. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.

F. MISCELLANEOUS

1. Adoption and Amendment of the Rules of Procedure

These rules of procedure of the Authority will be placed on the agenda of the first meeting of the Authority following the seating of the newly appointed Board for review and adoption. A copy of the rules adopted shall be distributed to each council member and available to the public.

The Authority may alter or amend its rules at any time by a majority vote of its members after notice has been given of the proposed alterations or amendments.

2. Suspension of the Rules

The rules of the Authority may be suspended for a specific portion of a meeting by an affirmative vote of two-thirds of the members present except that Authority's actions shall conform to state statute and to the Michigan and US Constitutions.

3. Bid Awards

Bids will be awarded by Authority during regular or special meetings. A bid award may be made at a special meeting if that action is announced in the notice of the special meeting.

4. Committees

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The Authority may establish special or standing committees.

Committee members will be appointed by the Chair. They shall be members of the Board. The Chair may fill any vacancies in the committees. The committee members shall serve only during their term of appointment.

Special committee may be established for a specific purpose from time to time by the Chair or by resolution of the Authority, which shall specify the task of the special committee and the date of its dissolution.

Citizen task forces may be established by resolution of the Authority, which shall specify the task to be accomplished and the date of its dissolution. Members of such task forces will be appointed by the Chair and subject to confirmation by the majority vote of the Authority. Vacancies shall be filled in the same manner.

ADOPTED

At a regular meeting of the Authority Board, held on _____ it was moved by _____ and seconded by _____ to approve and adopt these Meeting Rules of Procedure of the Lowell Fire and Emergency Services Department Authority as set out above.

Voting Yes _____

Voting No _____

Attested: _____ on _____.
Secretary

MEMORANDUM

Date: February 2, 2016

To: James Herb, Chair Lowell Area Fire and Emergency Services Authority

From: Peter A. Letzmann, Authority Attorney

Subject: Check List for Hiring a Fire Chief

You have asked me to prepare a suggested checklist or procedure for recruiting and hiring a chief of the Lowell Area Fire and Emergency Services.

- Job analysis should be performed or reviewed if recently conducted.
- Job description should be developed from the information gathered in the job analysis. And it must include:
 - Full time vs. Part time
 - Compensation range
- Application form should be drafted.
- The posting should include essential information regarding the position of Fire Chief and information necessary to make application for the position.
- Evaluation of the applications for minimum qualifications (in closed session if application requests).
- Background verifications must be conducted.
- Initial interviews by a panel comprised of a Fire Chief, HR professional and one other.
- The Board should prepare for the interviews should include.
- Final interview by the Board
- Contract negotiations and reaching agreement regarding compensation and work conditions.

- Offer and formal acceptance by the applicant
- On the job and job orientation
- Successful completion of a probation period.

This is primary checklist for the recruiting and employment of a fire chief for the Lowell Area Fire and Emergency Services. It is a basis for discussion and may be expanded and shortened.

As always if there are questions please feel free to contact me.

Peter A. Letzmann, Authority Attorney
248 705-9901
peter@letzmann.com

FIRE & EMERGENCY PERSONNEL SURVEY
by
LOWELL AREA FIRE & EMERGENCY SERVICES AUTHORITY
Feb-16

Based on your experience and interaction with other fire departments, how do you rate the LAFD?

Excellent

Good

Fair

Poor

Explain:

If someone from the community asks about the LAFD, would you recommend that they might consider applying for the LAFD?

Yes

No

If no, please explain why not:

Do you feel that you are adequately compensated based on your time and commitment?

Yes

No

Somewhat

Explain:

Is compensation an important motivation for you being with the LAFD?

Yes

No

Somewhat

Explain:

How do you rate the current morale of the LAFD?

Excellent

Fair

Poor

Explain:

Rate the qualities by importance that you expect in a fire chief? (From 1 to 5 using each number only once)

Qualifications/technical abilities

Leadership

Administrator

Organization

Honesty/Integrity

Do you feel that you are provided the necessary training and information to meet your responsibilities when called upon to the highest level?

Yes

No

If no, please explain:

Have you ever felt that you have been put in danger or in a possibly precarious situation by your officers?

Yes

No

If yes, please explain:

FIRE AND EMERGENCY PERSONNEL SURVEY - CONTINUED

How do you rate your officers and their ability in leadership and training?

Excellent

Good

Fair

Poor

Please comment if rating is below good::

Do you feel you can express comments, concerns and/or suggestions to the leadership and they are accepted on a positive basis?

Yes

No

Sometimes

Please comment:

Do you feel that the membership is provided up-to-date, in good working condition and what is needed in equipment and supplies?

Yes

No

Please explain if no:

Are duties, responsibilities and opportunities for leadership within the LAFD based on merit, qualifications and experience?

Yes

No

Usually

Please comment if no or usually:

Do you feel you have the full support of the "Authority" and the Lowell communities?

Yes

No

Sometimes

Explain if no:

Do you feel your time and capabilities are utilized fully as a volunteer with the LAFD?

Yes

No

Usually

Explain if no:

Do you have any other specific concerns that might not have been addressed above?

Please list and briefly explain:

LOWELL AREA FIRE & EMERGENCY SERVICES AUTHORITY

FIRE AND EMERGENCY SERVICE PERSONNEL SURVEY LETTER

February 9, 2016

Fire Department Member: _____

Dear Fire and Emergency Personnel,

As you are well aware, we are currently going through a process of hiring a new fire chief. To better assist us in selecting the ideal candidate and assessing the current status of the department, we would like to have the fire department's membership provide their input as to various parameters concerning the LAFD. It is requested that this information be provided to the "Board" on an anonymous basis and that no specific names be included in the survey itself. The information provided will be compiled to give each "Board" member a better understanding of the current department and any changes, improvements or upgrades that may be needed to be addressed. A copy of the findings will also be provided to the fire department members for your review.

Please sign this letter and return it to acting Fire Chief Ron VanOverbeek so that we know that everyone in the department was notified of the survey and able to participate. A pre-address, stamped envelope is included for the return of the survey. Do not include the letter with the survey to maintain anonymity. It will be appreciated if you return the survey no later than February 19th. This will allow the "Board" members the proper time to properly evaluate your responses.

Thank you in advance for your cooperation. Your response is very important to the future success of the Lowell Area Fire Department.

Sincerely,

The Lowell Area Fire & Emergency Services Board

Signed acknowledgement: _____

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

February 3, 2016

Fire authority board:

We have had 16 fire incidents and 42 medical responses for the month of January, 2016. Bringing the total to 133 for the year.

Chief Martin has officially retired and is continuing his at home rehab. I have met with him several times and he is doing well. I will follow his progress and update you as to possibly celebrating his retirement

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 and members at the time of the incident.

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

Training: We trained on building construction, small engines, vehicle stabilization and rescue airbags.

Lt Krueger completed the fire instructor course at the G.R. Airport in January.

We had 2 members pass the national registry for emergency medical responder. Chuck Putney and Jordan Lambert

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

Ron van Overbeek, Deputy Fire Chief