

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



LOWELL AREA FIRE AND EMERGENCY  
SERVICES AUTHORITY  
MEETING NOTICE

Thursday, June 12th AT 7:00 P.M.

AT

LOWELL FIRE DEPARTMENT  
315 S. HUDSON  
LOWELL, MI 49331



Lowell Area Fire and  
Emergency Services Authority  
Agenda

315 South Hudson  
Lowell, Michigan 49331  
Phone (616) 897-7354

For the regular meeting of  
Thursday June 12<sup>th</sup>, 2025 at 7:00 PM  
@ Look Memorial Fire Station

1. ROLL CALL OF MEMBERS
2. APPROVAL OF THE AGENDA
3. APPROVAL OF THE MINUTES
  - a. Approval of the Special Meeting Minutes from Thursday May 8<sup>th</sup>, 2025
4. FIRE CHIEF'S REPORT AND UPDATES
5. FINANCIAL REPORTS
  - a. Financial Report May 2025.
6. PUBLIC COMMENT (MAXIMUM OF 2 MINUTES PER SPEAKER)
7. OLD BUSINESS
  - a. Joint meeting discussion – Cal Brinks
  - b. FIOA Template
8. NEW BUSINESS
  - a. Kent County Fire Commission Agreement.
  - b. DNR Mutual Agreement
  - c. Budget Amendment FY 24 to 25.
9. COMMITTEE REPORTS
  - a. Capital Appropriations – Wittenbach, Devore
  - b. Financial – Wittenbach, Blough
  - c. Member Liaison – Dernocoeur, Devore
  - d. Personnel Review – Bartkus, Anderson
  - e. Long Range Planning Committee – All Members
10. BOARD MEMBER'S COMMENT
11. DATE FOR NEXT MEETING(S)
  - a. Long Range Planning Committee; June 17<sup>th</sup>, 2025, at 8:30AM
  - b. Regular Meeting; July 10<sup>th</sup>, 2025, at 7:00 PM
12. ADJOURNMENT

# Lowell Area Fire & Emergency Services Authority

## Meeting Minutes

Thursday, May 8<sup>th</sup>, 2025 at 7:00pm.  
Look Memorial Fire Station.

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

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

Members present: Tim Wittenbach, Carlton Blough, Kate Dernocoeur, Misty Anderson, Beryl Bartkus, Mike DeVore.

Also present: Fire Chief Cory Velzen.

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

IT WAS MOVED BY ANDERSON and seconded by BARTKUS to approve the agenda as amended. "Cable Fund Grant Request" was added to new business. Yes-All. Motion carried.

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

A) IT WAS MOVED BY BLOUGH and seconded by BARTKUS to approve the minutes from the March 13<sup>th</sup> meeting as presented. Yes-All. Motion carried.

B) IT WAS MOVED BY WITTENBACH and seconded by ANDERSON to approve the minutes from the April 15<sup>th</sup> Long Range Planning meeting as amended, with the wording on the funding model clarified. Yes-All. Motion carried.

### 4) **FIRE CHIEF REPORT AND UPDATES:**

-Chief Velzen presented the board with his report. A copy was attached to the packet.

### 5) **FINANCIAL REPORTS:**

A) Financial Reports for March were presented and accepted. MOTIONED BY WITTENBACH and seconded by ANDERSON. Yes-All.

B) Financial Reports from April were presented and accepted. MOTIONED BY WITTENBACH and seconded by BLOUGH. Yes-All.

### 6) **PUBLIC COMMENT:**

-Resident Carl Herron made some suggestions on following up on smoke detector installation and education.

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

A) Joint Meeting Discussion: No update was given.

B) Administrative Policies Updates and Review: Policies were ready to be adopted. Seth had been given the final drafts in March. IT WAS MOVED BY BLOUGH and seconded by DERNOCOEUR to adopt the policies, pending any needed revisions and place them into

effect July 1, 2025. Yes-Anderson, Blough, Dernocoeur, Bartkus, DeVore. No-Wittenbach. Motion carried.

C) 2025/26 Budget Resolution: To adopt the fiscal year 2025/26 budget, a board resolution is necessary. It is presented as Resolution 25-001. IT WAS MOVED BY WITTENBACH and seconded by ANDERSON to adopt resolution 25-001. Yes-All. Motion carried.

**8) NEW BUSINESS:**

A) Cable Fund Grant Request: Chief Velzen presented the board with options for IT infrastructure options for the \$11,000 Cable Fund grant money. IT WAS MOVED BY ANDERSON and seconded by BARTKUS to accept the KHC proposal with the three-year maintenance plan for \$42,000. Yes-Bartkus, Anderson, Blough, Wittenbach, Dernocoeur. No-DeVore. Motion carried.

**9) COMMITTEE REPORTS:**

A) CAPITAL APPROPRIATIONS:

-None.

B) FINANCIAL:

-None.

C) MEMBER LIASON:

-None.

D) PERSONEL REVIEW:

-None.

E) LONG RANGE PLANNING:

-None.

**10) MEMBER COMMENTS:**

-Wittenbach suggested looking at different grant opportunities.

-DeVore provided an update on the plaque for Jessica.

**11) DATE FOR NEXT MEETING:**

A) Long Range Planning meets on May 1<sup>th</sup>, 2025 at 8:30am.

B) The next Authority meeting is scheduled for June 12<sup>th</sup>, 2025 at 7:00pm.

**12) ADJOURNMENT:**

IT WAS MOVED BY BARTKUS and seconded by BLOUGH to adjourn at 8:14pm.

Yes-All. Meeting adjourned.

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



Tuesday, June 10, 2025

Fire Authority Board:

**Calls and Response:**

During the month of May, the department responded to 115 calls. 68 calls were for medical and medical assists, 2 house fires, 1 fire in a commercial business, 3 calls for brush fires or vehicle fires, 6 calls for fire alarm activations or smoke scares, and 38 calls for vehicle accidents or technical assistance. 2 calls for mutual aid were for house fires. Team also saw two fire fighters leave at the end of the month and we wish them the best.

**Training:**

During the month of May, the department had one large department training. This was combined with Cascade at the thornapple live burn center. Multiple different groups went to the burn center and trained on fire suppression, search, and forceable entry. Team training for the month was drivers training. Firefighters practiced driving the response district and operating the large trucks. Our three students in the fire academy all passed the academy. One will be working on the competency test for black helmet. The other two will be starting EMT class soon. Two students in the EMT course passed and the next step is passing national registry. The department also has two fire fighters that are close to the end of officer classes hosted by Plainfield FD.

**Prevention and Community Wellness:**

During the month of May, the department saw a bit of a pickup in smoke detector installation. We also did medical standby for a couple high school sporting events. There were a couple of elementary classes that visited the station and scout groups. Site reviews and small inspections are happening when time allows but is very limited on scope.

**Support Service:**

Engine 2 has new tires installed. Engine 1, Engine 2, Tender 6 passed pump testing. Engine 3 will require some major repairs to multiple valves before it will pass pump testing again. New Chainsaws are being purchased to have uniformity on type of saw in the fleet and less parts needing to be stocked for the various brands.

Upcoming events include:

- Medical Blitz, Drivers Training course, Department AP review.
- Station tours, medical standby for concert series.
- Officer Classes, EMT Classes, New Hire Tryouts.

If there are any questions on items not covered or more information needed, please reach out to me.

Thanks

Corwin Velzen

Fire Chief

Lowell Area Fire Department



# Lowell Area Fire Department

315 S. Hudson, Lowell, MI 49331

Phone: 616-897-7354

## Incidents By Zone

Filter: Incident.Date Filters Year is equal to 2025

AND Incident.Date Filters Month is equal to May

Zone	Incident Type Code	Incident Type Name	Incident Number Count
<b>Ada Township</b>			
	111	Building fire	1
<b>Ada Township Total</b>			<b>1</b>
<b>City of Lowell</b>			
	311	Medical assist, assist EMS crew	1
	320	Emergency medical service incident, other	1
	321	EMS call, excluding vehicle accident with injury	29
	322	Motor vehicle accident with injuries	4
	324	Motor vehicle accident with no injuries.	1
	412	Gas leak (natural gas or LPG)	2
	444	Power line down	1
	522	Water or steam leak	1
	551	Assist police or other governmental agency	1
	611	Dispatched & canceled en route	2
	745	Alarm system activation, no fire - unintentional	1
<b>City of Lowell Total</b>			<b>44</b>
<b>Lowell Township</b>			
	142	Brush or brush-and-grass mixture fire	2
	151	Outside rubbish, trash or waste fire	1
	320	Emergency medical service incident, other	3
	321	EMS call, excluding vehicle accident with injury	26
	322	Motor vehicle accident with injuries	5
	412	Gas leak (natural gas or LPG)	1
	444	Power line down	1
	460	Accident, potential accident, other	1
	554	Assist invalid	1
	611	Dispatched & canceled en route	3
	700	False alarm or false call, other	1
	743	Smoke detector activation, no fire - unintentional	1
	745	Alarm system activation, no fire - unintentional	1
<b>Lowell Township Total</b>			<b>47</b>
<b>Saranac</b>			
	111	Building fire	1
	611	Dispatched & canceled en route	1
<b>Saranac Total</b>			<b>2</b>
<b>Vergennes Township</b>			



# Lowell Area Fire Department

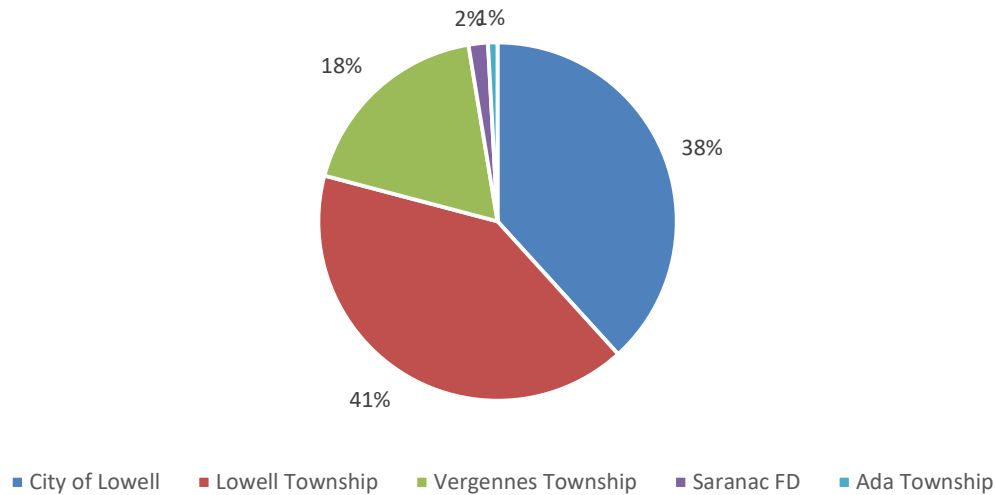
315 S. Hudson, Lowell, MI 49331

Phone: 616-897-7354

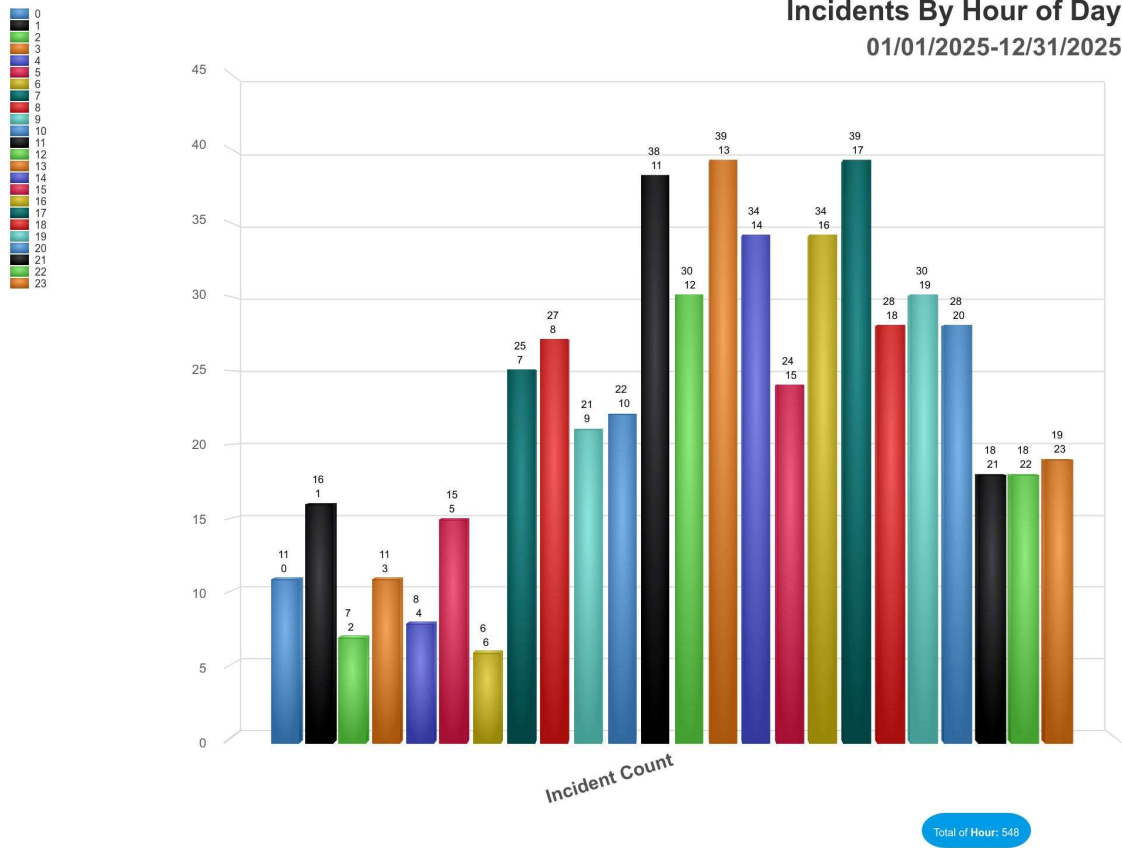
Zone	Incident Type Code	Incident Type Name	Incident Number Count
	111	Building fire	1
	131	Passenger vehicle fire	1
	321	EMS call, excluding vehicle accident with injury	8
	324	Motor vehicle accident with no injuries.	2
	331	Lock-in (if lock out , use 511 )	1
	444	Power line down	3
	542	Animal rescue	1
	561	Unauthorized burning	1
	622	No incident found on arrival at dispatch address	1
	700	False alarm or false call, other	1
	743	Smoke detector activation, no fire - unintentional	1
<b>Vergennes Township Total</b>			<b>21</b>
<b>Total</b>			<b>115</b>

Zone	IncidentCount	ManHours
City of Lowell	44	74:23:07
Lowell Township	47	128:37:47
Vergennes Township	21	86:54:53
Saranac FD	2	10:44:03
Ada Township	1	15:04:12

IncidentCount



Incidents By Hour of Day  
01/01/2025-12/31/2025





**Lowell Area Fire and Emergency Services Authority**  
**Statement of Net Position**  
**May 31, 2025**

**ASSETS**

Unrestricted

**Current Assets**

Cash	\$ 248,409.65
Due from Lowell Township	-
Due from Vergennes Township	-
Due from City of Lowell	-
<b>TOTAL Current Assets</b>	<u><u>248,409.65</u></u>

**Fixed Assets**

Furniture and Equipment	-
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**TOTAL ASSETS** \$ 248,409.65

**Current Liabilities**

**LIABILITIES AND NET ASSETS**

Payroll Clearing	\$ -
Deferred Revenue	\$ 7,290.00
Accounts Payable	\$ 5,340.10
Accrued Payroll	\$ -
Payroll liabilities	\$ 272.66
<b>TOTAL Current Liabilities</b>	<u>12,902.76</u>

**Long-Term Liabilities**

**Net Assets**

**TOTAL Long-Term liabilities** -

Beginning Net Assets	20,668.24
Increase (Decrease) Net Assets	<u>191,726.65</u>
<b>TOTAL Net Assets</b>	212,394.89

**TOTAL LIABILITIES AND NET ASSETS** \$ 225,297.65

**Lowell Fire Authority**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**For the One and Eleven Months Ended May 2025**

	Current Month	General Fund Year to date	Budget	Available Balance	% of the budget used
<b>Revenues</b>					
Lowell Township	\$	292,389.79	292,389.79	\$ -	100.00%
Vergennes Township		232,531.80	232,531.80	-	100.00%
City of Lowell		226,218.41	226,218.41	-	100.00%
Cost of Recovery Program		-		-	#DIV/0!
Grants		-		-	#DIV/0!
State of MI Grant		-		-	#DIV/0!
Cable Fund Grant	11,000.00	4,091.86		(4,091.86)	#DIV/0!
Interest and Dividends	906.14	7,514.50		(7,514.50)	#DIV/0!
Misc. Income		44,802.09	-	(44,802.09)	#DIV/0!
<b>Total Revenues</b>	\$ 11,906.14	\$ 807,548.45	\$ 751,140.00	\$ (56,408.45)	107.51%

**Expenditures**

Retirement Compensation (Chief)	\$ 876.92	\$ 9,207.66	\$ 12,000.00	\$ 2,792.34	76.73%
Salaries--Part Time (Duty Hours)	5,500.00	70,471.00	82,040.00	11,569.00	85.90%
Employee Health Insurance	1,955.68	23,427.52	20,000.00	(3,427.52)	117.14%
Salaries--Full Time (Fire Chief)	14,615.40	85,893.70	95,000.00	9,106.30	90.41%
Salaries--Part Time (Paid On Call)	17,612.00	184,319.00	230,000.00	45,681.00	80.14%
Payroll Taxes	2,822.95	22,395.04	30,000.00	7,604.96	74.65%
Worker's Compensation	-	12,033.00	20,000.00	7,967.00	60.17%
Office Supplies	348.79	1,765.94	2,000.00	234.06	88.30%
Operating Supplies	1,518.55	43,536.87	50,000.00	6,463.13	87.07%
Fuel	721.15	10,735.65	15,000.00	4,264.35	71.57%
Professional Services					
Legal	-	2,174.00	3,000.00	826.00	72.47%
Accounting	600.00	6,790.00	10,000.00	3,210.00	67.90%
Auditing	-	5,300.00	5,500.00	200.00	96.36%
Biocare	-	12,058.63	13,000.00	941.37	92.76%
Kent County Fire Assessment	-	18,624.66	18,000.00	(624.66)	103.47%
Other Memberships	-	2,349.21	2,500.00	150.79	93.97%
Consulting	-	1,103.66			
Communications	126.84	14,287.17	19,000.00	4,712.83	75.20%
Travel Expenses	-	5,458.75	5,500.00	41.25	99.25%
Insurance	-	14,215.72	14,000.00	(215.72)	101.54%
Public Utilities	857.93	17,876.21	18,000.00	123.79	99.31%
Repair and Maintenance--Buildings	511.00	9,554.75	12,000.00	2,445.25	79.62%
Repair and Maintenance--Vehicles	1,500.00	16,285.92	24,000.00	7,714.08	67.86%
Repair and Maintenance--Other	652.35	5,070.81	4,800.00	(270.81)	105.64%
Miscellaneous	12.00	1,723.60	1,800.00	76.40	95.76%
Public Education	624.00	1,660.90	3,000.00	1,339.10	55.36%
Training	-	13,702.43	21,000.00	7,297.57	65.25%
Contingency Fund	-	-	20,000.00	20,000.00	0.00%
Capital Expenses	-	-	-	-	#DIV/0!
Building Upgrades	-	-	-	-	#DIV/0!
Fire & Rescue Vehicle Equipment	-	3,800.00	-	(3,800.00)	#DIV/0!
Fire Vehicles	-	-	-	-	#DIV/0!
Capital Expense - Other	-	-	-	-	#DIV/0!
<b>TOTAL Expenditures</b>	\$ 50,855.56	\$ 615,821.80	\$ 751,140.00	\$ 136,421.86	81.98%
INCREASE/DECREASE IN NET ASSETS	(38,949.42)	191,726.65	-	(192,830.31)	
Beginning Net Assets	\$	20,668.24	\$	20,668.24	
Ending Net Assets	\$	212,394.89	\$	20,668.24	

LASFESA Profit/Loss May 2025											
	Type	Date	Num	Adj	Name	Memo	Clr	Split	Debit	Credit	Balance
Ordinary Income/Expense											
Income											
70002 · Cable Fund Grant											
	Deposit	05/27/2025			Lowell Fire Authority	Deposit		2 · Checking Mercantile		11,000.00	11,000.00
Total 70002 · Cable Fund Grant									0.00	11,000.00	11,000.00
Interest Income											
	Deposit	05/30/2025				Interest		2 · Checking Mercantile		1.48	1.48
	Deposit	05/31/2025				Interest		Michigan CLASS		904.66	906.14
Total Interest Income									0.00	906.14	906.14
Total Income									0.00	11,906.14	11,906.14
Gross Profit									0.00	11,906.14	11,906.14
Expense											
00013 · Retirement Compensation (Chief)											
	Check	05/05/2025	EFT		MissionSquare	Corwin		2 · Checking Mercantile	438.46		438.46
	Check	05/19/2025	EFT		MissionSquare	CORWIN		2 · Checking Mercantile	438.46		876.92
Total 00013 · Retirement Compensation (Chief)									876.92	0.00	876.92
00011 · Wages-Part Time (Duty Hours)											
	General Journal	05/09/2025	253			Period: 04/01/2025 to 04/30/2025		00008 · Wages-Part Time (Paid On Call)	8,060.00		8,060.00
Total 00011 · Wages-Part Time (Duty Hours)									8,060.00	0.00	8,060.00
00012 · Employee Health Insurance											
	General Journal	05/02/2025	252			Period: 04/13/2025 to 04/26/2025		00007 · Salaries-Full Time (Fire Chief)		100.00	-100.00
	Check	05/02/2025	EFT		HSA EFT Payments			2 · Checking Mercantile	100.00		0.00
	Bill	05/04/2025	06.01.25-06.30.25		Blue Cross Blue Shield	June 2025 coverage		20000 · Accounts Payable	1,955.68		1,955.68
	General Journal	05/16/2025	254			Period: 04/27/2025 to 05/10/2025		00007 · Salaries-Full Time (Fire Chief)		100.00	1,855.68
	Check	05/16/2025	EFT		HSA EFT Payments			2 · Checking Mercantile	100.00		1,955.68
	General Journal	05/30/2025	255			Period: 05/11/2025 to 05/24/2025		00007 · Salaries-Full Time (Fire Chief)		100.00	1,855.68
	Check	05/30/2025	EFT		HSA EFT Payments			2 · Checking Mercantile	100.00		1,955.68
Total 00012 · Employee Health Insurance									2,255.68	300.00	1,955.68
00007 · Salaries-Full Time (Fire Chief)											
	General Journal	05/02/2025	252			Period: 04/13/2025 to 04/26/2025		-SPLIT-	3,653.85		3,653.85
	General Journal	05/16/2025	254			Period: 04/27/2025 to 05/10/2025		-SPLIT-	3,653.85		7,307.70
	General Journal	05/30/2025	255			Period: 05/11/2025 to 05/24/2025		-SPLIT-	7,307.70		14,615.40
Total 00007 · Salaries-Full Time (Fire Chief)									14,615.40	0.00	14,615.40
00008 · Wages-Part Time (Paid On Call)											
	General Journal	05/09/2025	253			Period: 04/01/2025 to 04/30/2025		-SPLIT-	14,226.00		14,226.00
Total 00008 · Wages-Part Time (Paid On Call)									14,226.00	0.00	14,226.00
00009 · Payroll Taxes											
	General Journal	05/02/2025	252			Period: 04/13/2025 to 04/26/2025		00007 · Salaries-Full Time (Fire Chief)	279.52		279.52
	General Journal	05/09/2025	253			Period: 04/01/2025 to 04/30/2025		00008 · Wages-Part Time (Paid On Call)	1,704.88		1,984.40
	General Journal	05/16/2025	254			Period: 04/27/2025 to 05/10/2025		00007 · Salaries-Full Time (Fire Chief)	279.52		2,263.92
	General Journal	05/30/2025	255			Period: 05/11/2025 to 05/24/2025		00007 · Salaries-Full Time (Fire Chief)	559.03		2,822.95
Total 00009 · Payroll Taxes									2,822.95	0.00	2,822.95

**LASFESA Profit/Loss May 2025**
**64900 · Office Supplies**

Type	Date	Num	Adj	Name	Memo	Clr	Split	Debit	Credit	Balance
Bill	05/06/2025	112-8469115-5665063		Amazon.com	TONER		20000 · Accounts Payable	130.00		130.00
Bill	05/08/2025			Adobe			20000 · Accounts Payable	21.19		151.19
Bill	05/19/2025	70842		Hooper Printing			20000 · Accounts Payable	143.67		294.86
Bill	05/20/2025	68		Meijer	SUPPLIES & FOOD		20000 · Accounts Payable	53.93		348.79
Total 64900 · Office Supplies								348.79	0.00	348.79

**68000 · Operating Supplies**

Bill	05/16/2025	S198843		FireHose Direct			20000 · Accounts Payable	341.44		341.44
Bill	05/22/2025	P49378		Macqueen Equipment			20000 · Accounts Payable	321.40		662.84
Bill	05/22/2025	P49396		Macqueen Equipment			20000 · Accounts Payable	789.42		1,452.26
Bill	05/28/2025	11239759206218619		Amazon.com	ATHLETIC TAPE		20000 · Accounts Payable	35.97		1,488.23
Bill	05/28/2025	112-4003439-0398665		Amazon.com	SPORTS TAPE		20000 · Accounts Payable	7.99		1,496.22
Bill	05/28/2025	112-4079379-8416200		Amazon.com			20000 · Accounts Payable	22.33		1,518.55
Total 68000 · Operating Supplies								1,518.55	0.00	1,518.55

**62300 · Fuel**

Bill	05/15/2025	CFS-4254708		Flyers Energy LLC			20000 · Accounts Payable	721.15		721.15
Total 62300 · Fuel								721.15	0.00	721.15

**67000 · Professional Services**
**67002 · Accounting**

Check	05/05/2025	EFT		Billing EFT Payment			2 · Checking Mercantile	600.00		600.00
Total 67002 · Accounting								600.00	0.00	600.00
Total 67000 · Professional Services								600.00	0.00	600.00

**61600 · Communications**

Bill	05/11/2025	287309040901X0519202		AT&T			20000 · Accounts Payable	126.84		126.84
Total 61600 · Communications								126.84	0.00	126.84

**68600 · Public Utilities**

Bill	05/08/2025	04.09.25-05.08.25		Consumers Energy	Services from 04.09.25-05.08.25		20000 · Accounts Payable	287.77		287.77
Bill	05/20/2025	KR0063943122		GFL Environmental			20000 · Accounts Payable	43.24		331.01
Bill	05/28/2025	2-02210-2		City of Lowell #2-02210-2 - Water Bill	4/16-5/15/25		20000 · Accounts Payable	336.21		667.22
Bill	05/28/2025	2-02215-1		City of Lowell #2-02215-1- Water Bill	4/16-5/15/25		20000 · Accounts Payable	190.71		857.93
Total 68600 · Public Utilities								857.93	0.00	857.93

**68700 · Public Education**

Bill	05/28/2025	112-2680039-3749842		Amazon.com	FIREFIGHTER HATS		20000 · Accounts Payable	624.00		624.00
Total 68700 · Public Education								624.00	0.00	624.00

**67200 · Repairs and Maintenance**
**67201 · R/M Building**

Bill	05/20/2025	0000142113		Seaman's			20000 · Accounts Payable	511.00		511.00
Total 67201 · R/M Building								511.00	0.00	511.00

**67202 · R/M Vehicles**

Bill	05/22/2025	19357		Spencer Manufacturing	PUMP TEST		20000 · Accounts Payable	375.00		375.00
Bill	05/22/2025	19355		Spencer Manufacturing	PUMP TEST		20000 · Accounts Payable	750.00		1,125.00
Bill	05/22/2025	19356		Spencer Manufacturing			20000 · Accounts Payable	375.00		1,500.00

LASFESA Profit/Loss May 2025											
	Type	Date	Num	Adj	Name	Memo	Clr	Split	Debit	Credit	Balance
Total 67202 · R/M Vehicles									1,500.00	0.00	1,500.00
67203 · R&M Other											
	Bill	05/16/2025	2762		North Breathing Air, LLC	Invoice 2762	20000 · Accounts Payable		652.35		652.35
Total 67203 · R&M Other									652.35	0.00	652.35
Total 67200 · Repairs and Maintenance									2,663.35	0.00	2,663.35
64800 · Miscellaneous											
	Check	05/30/2025				Service Charge	2 · Checking Mercantile		12.00		12.00
Total 64800 · Miscellaneous									12.00	0.00	12.00
Total Expense									50,329.56	300.00	50,029.56
Net Ordinary Income									50,329.56	12,206.14	-38,123.42
Net Income									50,329.56	12,206.14	-38,123.42

# Custom Account Statement Michigan CLASS

Entity Name	Investor ID	Report Period	Start Date	End Date	Average Yield for the Period
Lowell Area Fire and Emergency Services Authority	MI-01-0882		5/1/2025	5/31/2025	4.3723%

Account Number	Account Name	Beginning Balance	Contributions	Withdrawals	Ending Balance	Income Earned for Period
MI-01-0882-0001	General Fund	215,078.20	0.00	40,000.00	175,772.89	694.69
MI-01-0882-0002	Cable Fund Grant	0.14	0.00	0.00	0.14	0.00
MI-01-0882-0003	LAFASA Fund Balance	21,373.67	0.00	0.00	21,453.16	79.49
MI-01-0882-0004	Capital Fund	35,081.24	0.00	0.00	35,211.72	130.48
	<b>Total</b>	271,533.25	0.00	40,000.00	232,437.91	904.66

## Transactional Activity

### MI-01-0882-0001 General Fund

Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Confirmation Number
05/01/2025	Beginning Balance			215,078.20	
05/05/2025	Withdrawal	0.00	30,000.00		4070723
05/21/2025	Withdrawal	0.00	10,000.00		4106943
05/31/2025	Income Dividend Reinvestment	694.69	0.00		
05/31/2025	Ending Balance			175,772.89	

### MI-01-0882-0002 Cable Fund Grant

Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Confirmation Number
05/01/2025	Beginning Balance			0.14	
05/31/2025	Income Dividend Reinvestment	0.00	0.00		

05/31/2025	Ending Balance	0.14
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**MI-01-0882-0003**   **LAFASA Fund Balance**

Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Confirmation Number
05/01/2025	Beginning Balance			21,373.67	
05/31/2025	Income Dividend Reinvestment	79.49	0.00		
05/31/2025	Ending Balance			21,453.16	

**MI-01-0882-0004**   **Capital Fund**

Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Confirmation Number
05/01/2025	Beginning Balance			35,081.24	
05/31/2025	Income Dividend Reinvestment	130.48	0.00		
05/31/2025	Ending Balance			35,211.72	



LAKE MICHIGAN CREDIT UNION  
P.O. Box 2848  
Grand Rapids, MI 49501-2848

RETURN SERVICE REQUESTED

**Your Statement Of Accounts**  
**5/1/2025-5/31/2025**  
**Your Account Number**  
**xxxxxx7138**  
**Page 1**

LOWELL AREA FIRE AND EMERGENCY SERVICES AUTHORITY  
315 S HUDSON ST  
LOWELL MI 49331-1767

Lock in a great CD rate and watch your money grow all spring and summer long! Lake Michigan Credit Union is offering a five-month CD special at 4.25% APY.\* Get started today by calling (800) 242-9790, stopping by any LMCU branch, or visiting LMCU.org.  
\*Five hundred dollar minimum.  
Details and requirements apply.  
APY is Annual Percentage Yield.

### Summary-Share Accounts

ID#	Type	Beginning Balance	Ending Balance
00	MEMBER SAVINGS	\$310.69	\$310.69
01	BUSINESS STANDARD CHECKING	\$24,283.62	\$24,042.45
Total			\$24,353.14

#### MEMBER SAVINGS

#### Share Account ID 00

			Total Deposits		\$0.00
			Total Withdrawals		\$0.00
Trans	Eff Date	Transaction	Withdrawal	Deposit	Balance
May 01		Beginning Balance			\$310.69
May 31		Ending Balance			\$310.69

#### BUSINESS STANDARD CHECKING

#### Share Account ID 01

			Total Deposits	\$0.00	
			Total Withdrawals	\$241.17	
Trans	Eff Date	Transaction	Withdrawal	Deposit	Balance
May 01		Beginning Balance			\$24,283.62
May 15	May 15	Withdrawal Debit Card Business Debit MEIJER STORE #205 LOWELL MI 05/15/2025	(\$241.17)		\$24,042.45
May 31		Ending Balance			\$24,042.45

#### Dividend Summary

Account	Dividends Year To Date
MEMBER SAVINGS	\$0.19
BUSINESS STANDARD CHECKING	\$0.00
Total	\$0.19

This interest only reflects shares currently opened. A year end tax form will be sent if eligible detailing total interest for the year.

Your current account relationship is Value

For reconciliation assistance and other important information about your shares: [Reconciliation.pdf](#)

LAKE MICHIGAN CREDIT UNION • P.O. Box 2848 • Grand Rapids, MI 49501-2848

(616)242-9790 • 1-800-242-9790 • [www.lmcu.org](http://www.lmcu.org)



## Lowell Area Fire Department

### Public Summary of FOIA Procedures and Guidelines

**It is the public policy of this state that all persons  
(except those persons incarcerated in state or local correctional facilities)  
are entitled to full and complete information regarding the affairs of government and  
the official acts of those who represent them as public officials and public employees.**

**The people shall be informed so that they may fully participate in the democratic process.**

Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, the following is the Written Public Summary of the Department's FOIA Procedures and Guidelines relevant to the general public.

This is only a summary of the Department's FOIA Procedures and Guidelines. For more details and information, copies of the Department's FOIA Procedures and Guidelines are available at no charge at any Department office and on the Department's website: [www.lowellfire.org](http://www.lowellfire.org)

#### 1. How do I submit a FOIA request to the Department?

- A request must sufficiently describe a public record so as to enable the Department to find it.
- A request from a person, other than an individual who qualifies as indigent under MCL 15.234(2)(a), must include the requesting person's complete name, address, and contact information, and, if the request is made by a person other than an individual, the complete name, address, and contact information of the person's agent who is an individual. An address must be written in compliance with United States Postal Service addressing standards:

JANE SMITH (*or ABC MOVERS*)  
1500 E MAIN AVE STE 201  
SPRINGFIELD VA 22162-1010

- Contact information must include a valid telephone number or electronic mail address.
- Please include the words "FOIA" or "FOIA Request" in the request to assist the Department in providing a prompt response.
- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the Department may be submitted on the Department's FOIA Request Form, in any other form of writing (letter, fax, email, etc.), or by verbal request.
  - Any verbal request will be documented by the Department on the Department's FOIA Request Form.
  - No specific form to submit a written request is required. However a FOIA Request Form and other FOIA-related forms are available for your use and convenience on the Department's website at [www.lowellfire.org](http://www.lowellfire.org) and at \_\_\_\_\_ (***Provide one or more locations: "the Department Hall" or "any department facility" or another location.***)

- Written requests may be delivered to the Department Hall in person or by mail:  
315 S Hudson St SE  
Lowell, MI 49311
- Requests may be faxed to: (\_\_\_\_) \_\_\_\_\_. To ensure a prompt response, faxed requests should contain the term “FOIA” or “FOIA Request” on the first/cover page.
- Requests may be emailed to: \_\_\_\_\_. To ensure a prompt response, email requests should contain the term “FOIA” or “FOIA Request” in the subject line.

## **2. What kind of response can I expect to my request?**

- Within 5 business days after receiving a FOIA request the Department will issue a response. If a request is received by fax or email, the request is deemed to have been received on the following business day. The Department will respond to your request in one of the following ways:
- - Grant the request,
  - Issue a written notice denying the request,
  - Grant the request in part and issue a written notice denying in part the request,
  - Issue a notice indicating that due to the nature of the request the Department needs an additional 10 business days to respond, or
  - Issue a written notice indicating that the public record requested is available at no charge on the Department’s website
- If the request is granted, or granted in part, the Department will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
- If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the Department will require a deposit before processing the request.

## **3. What are the Department’s deposit requirements?**

- If the Department has made a good faith calculation that the total fee for processing the request will exceed \$50.00, the Department will require that you provide a deposit in the amount of 50% of the total estimated fee. When the Department requests the deposit, it will provide you a non-binding best efforts estimate of how long it will take to process the request after you have paid your deposit.
- If the Department receives a request from a person who has not paid the Department for copies of public records made in fulfillment of a previously granted written request, the Department will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when all of the following conditions exist:
  - The final fee for the prior written request is not more than 105% of the estimated fee;
  - The public records made available contained the information sought in the prior written request and remain in the Department's possession;
  - The public records were made available to the individual, subject to payment, within the best effort time frame estimated by the Department to provide the records;
  - Ninety (90) days have passed since the Department notified the individual in writing that the public records were available for pickup or mailing;
  - The individual is unable to show proof of prior payment to the Department; and

- The Department has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- The Department will not require the 100% estimated fee deposit if any of the following apply:
  - The person making the request is able to show proof of prior payment in full to the Department;
  - The Department is subsequently paid in full for all applicable prior written requests; or
  - Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to the Department.
- If a deposit is not received by the Department within 48 days from the date that the notice of deposit requirement is sent, and if the requesting person has not filed an appeal of the deposit amount, the request shall be considered abandoned by the requesting person and the Department is no longer required to fulfill the request. Notice of a deposit requirement must include notice of the date by which the deposit must be received, which date is 48 days after the date the notice is sent.

#### **4. How does the Department calculate FOIA processing fees?**

The Michigan FOIA statute permits the Department to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the Department.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the Department.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the department's website if you ask for the department to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the department's website if you ask for the department to make copies.
- The cost to mail or send a public record to a requestor.

#### **Labor Costs**

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid Department employee capable of doing the work in the specific fee category, regardless of who actually performs work.

- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. Department may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$48.90 (6 times the state minimum hourly wage)

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the Department. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to the Department's usual FOIA requests, because of the nature of the request in the particular instance. The Department must specifically identify the nature of the unreasonably high costs in writing.

### **Copying and Duplication**

A person making a request may stipulate that the public body's response be electronically mailed (email), delivered by facsimile (fax), or delivered by first-class mail, and the department will comply unless the department lacks the technological capability to provide an electronically mailed or facsimile response.

A person may request that public records be provided on non-paper physical media, emailed or other otherwise provided to him or her in digital form in lieu of paper copies. The Department will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

The Department must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

### ***Non-paper Copies on Physical Media***

- The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will be charged only if the Department has the technological capability necessary to provide the public record in the requested non-paper physical media format.

### ***Paper Copies***

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.
- Copies for non-standard sized sheets will reflect the actual cost of reproduction.

### **Mailing Costs**

- The cost to mail public records will use a reasonably economical and justified means.
- The Department may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless you request it.

## **Waiver of Fees**

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The department board may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

### **5. How do I qualify for an indigence discount on the fee?**

The Department will discount the first \$20.00 of fees for a request if you submit an affidavit stating that you are:

- Indigent and receiving specific public assistance; or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

You are **not** eligible to receive the \$20.00 discount if you:

- Have previously received discounted copies of public records from the Department twice during the calendar year; or
- Are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

An affidavit is sworn statement. For your convenience, the Department has provided an Affidavit of Indigence for the waiver of FOIA fees on the back of the Department FOIA Request Form, which is available on the Department's website: [www.lowellfire.org](http://www.lowellfire.org).

### **6. May a nonprofit organization receive a discount on the fee?**

A nonprofit organization advocating for developmentally disabled or mentally ill individuals that is formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, may receive a \$20.00 discount if the request meets all of the following requirements in the Act:

- Is made directly on behalf of the organization or its clients.
- Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
- Is accompanied by documentation of its designation by the state, if requested by the public body.

### **7. How may I challenge the denial of a public record or an excessive fee?**

#### **Appeal of a Denial of a Public Record**

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may appeal to the Department Board by filing a written appeal of the denial with the office of the Department Supervisor (*or "clerk" or "FOIA Coordinator," etc.*).

The appeal must be in writing, specifically state the word “appeal,” and identify the reason or reasons you are seeking a reversal of the denial. You may use the Department FOIA Appeal Form (To Appeal a Denial of Records), which is available on the Department’s website: [www.lowellfire.org](http://www.lowellfire.org) .

The Department Board is not considered to have received a written appeal until the first regularly scheduled Department Board meeting following submission of the written appeal. Within 10 business days of receiving the appeal the Department Board will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the Department Board, you may file a civil action in Kent County Circuit Court within 180 days after the Department's final determination to deny your request. If you prevail in the civil action the court will award you reasonable attorneys’ fees, costs and disbursements. If the court determines that the Department acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1,000.

#### **Appeal of an Excess FOIA Processing Fee**

If you believe that the fee charged by the Department to process your FOIA request exceeds the amount permitted by state law, you must first appeal to the Department Board by filing a written appeal for a fee reduction to the office of the Department Supervisor (*or “clerk” or “FOIA Coordinator,” etc.*).

The appeal must specifically state the word “appeal” and identify how the required fee exceeds the amount permitted. You may use the Department FOIA Appeal Form (To Appeal an Excess Fee), which is available at the Department Hall and on the Department’s website: [www.lowellfire.org](http://www.lowellfire.org) .

The Department Board is not considered to have received a written appeal until the first regularly scheduled Department Board meeting following submission of the written appeal. Within 10 business days after receiving the appeal, the Department Board will respond in writing by:

- Waiving the fee;
- Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Department Board will respond to the written appeal.

Within 45 days after receiving notice of the Department Board’s determination of the processing fee appeal, you may commence a civil action in Kent County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys’ fees, costs and disbursements. If the court determines that the Department acted arbitrarily and capriciously by charging an excessive fee, court may also award you punitive damages in the amount of \$500.

## Lowell Area Fire Department

### FOIA Procedures and Guidelines

#### **Preamble:      Statement of Principles**

It is the policy of Lowell Area Fire Department that all persons, except those incarcerated, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

The Department's policy with respect to FOIA requests is to comply with State law in all respects and to respond to FOIA requests in a consistent, fair, and even-handed manner regardless of who makes such a request.

The Department acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request. The Department acknowledges that sometimes it is necessary to invoke the exemptions identified under FOIA in order to ensure the effective operation of government and to protect the privacy of individuals.

Lowell Area Fire Department will protect the public's interest in disclosure, while balancing the requirement to withhold or redact portions of certain records. The Department's policy is to disclose public records consistent with and in compliance with State law.

The Department Board has established the following written procedures and guidelines to implement the FOIA and will create a written public summary of the specific procedures and guidelines relevant to the general public regarding how to submit written requests to the public body and explaining how to understand a public body's written responses, deposit requirements, fee calculations, and avenues for challenge and appeal. The written public summary will be written in a manner so as to be easily understood by the general public.

#### **Section 1:      General Policies**

The Department Board, acting pursuant to the authority at MCL 15.236, designates the \_\_\_\_\_ (*give position title*) as the FOIA Coordinator. He or she is authorized to designate other Department staff to act on his or her behalf to accept and process written requests for the Department's public records and approve denials.

If a request for a public record is received by fax or email, the request is deemed to have been received on the following business day. If a request is sent by email and delivered to a Department spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall note in the FOIA log both the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.

**The FOIA Coordinator shall review Department spam and junk-mail folders on a regular basis, which shall be no less than once a month. The FOIA Coordinator shall work with Department Information Technology staff to develop administrative rules for handling spam and junk-mail so as to protect Department systems from computer attacks which may be imbedded in an electronic FOIA request.**

The FOIA Coordinator may, in his or her discretion, implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing of FOIA requests.

The Department is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither the FOIA Coordinator nor other Department staff are obligated to provide answers to questions contained in requests for public records or regarding the content of the records themselves. The FOIA Coordinator shall keep a copy of all written requests for public records received by the Department on file for a period of at least one year.

The Department will make this Procedures and Guidelines document and the Written Public Summary publicly available without charge. If it does not, the Department cannot require deposits or charge fees otherwise permitted under the FOIA until it is in compliance.

A copy of this Procedures and Guidelines document and the Department's Written Public Summary must be publicly available by providing free copies both in the Department's response to a written request and upon request by visitors at the Department's office.

***Include the following if the department directly or indirectly administers or maintains an official internet presence:*** This Procedures and Guidelines document and the Department's Written Public Summary will be maintained on the Department's website at: [lowellfire.org](http://lowellfire.org) , so a link to those documents will be provided in lieu of providing paper copies of those documents.

## **Section 2: Requesting a Public Record**

No specific form to submit a request for a public record is required. However, the FOIA Coordinator may make available a FOIA Request Form for use by the public.

Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the Department may be submitted on the Department's FOIA Request Form, in any other form of writing (letter, fax, email, etc.), or by verbal request.

Verbal requests for records may be documented by the Department on the Department's FOIA Request Form.

If a person makes a verbal, non-written request for information believed to be available on the Department's website, where practicable and to the best ability of the employee receiving the request, shall be informed of the pertinent website address.

A written request must sufficiently describe a public record so as to enable Department personnel to identify and find the requested public record.

A request from a person, other than an individual who qualifies as indigent under MCL 15.234(2)(a), must include the requesting person's complete name, address, and contact information, and, if the request is made by a person other than an individual, the complete name, address, and contact information of the person's agent who is an individual. An address must be written in compliance with United States Postal Service addressing standards:

JANE SMITH (*or ABC MOVERS*)  
1500 E MAIN AVE STE 201  
SPRINGFIELD VA 22162-1010

Contact information must include a valid telephone number or electronic mail address.

Written requests for public records may be submitted in person or by mail to any Department office. Requests may also be submitted electronically by fax and email. Upon their receipt, requests for public records shall be promptly forwarded to the FOIA Coordinator for processing.



A person making a request may stipulate that the public body's response be electronically mailed (email), delivered by facsimile (fax), or delivered by first-class mail, and the department will comply unless the department lacks the technological capability to provide an electronically mailed or facsimile response.

A person may request that public records be provided on non-paper physical media, emailed or otherwise provided to him or her in digital form in lieu of paper copies. The Department will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

A person may subscribe to future issues of public records that are created, issued or disseminated by Lowell Area Fire Department on a regular basis. A subscription is valid for up to 6 months and may be renewed by the subscriber.

A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

### **Section 3: Processing a Request**

Unless otherwise agreed to in writing by the person making the request, the Department will issue a response within 5 business days of receipt of a FOIA request. If a request is received by fax, email or other electronic transmission, the request is deemed to have been received on the following business day.

The Department will respond to a request in one of the following ways:

- Grant the request.
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request.
- Issue a notice indicating that due to the nature of the request the Department needs an additional 10 business days to respond for a total of no more than 15 business days. Only one such extension is permitted.
- Issue a written notice indicating that the public record requested is available at no charge on the Department's website.

#### ***When a request is granted:***

If the request is granted, or granted in part, the FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available.

The FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request.

A copy of these Procedures and Guidelines and the Written Public Summary will be provided to the requestor free of charge with the response to a written request for public records\*, provided however, that because these Procedures and Guidelines, and the Written Public Summary are maintained on the Department's website at: [lowellfire.org](http://lowellfire.org), a link to the Procedures and Guidelines and the Written Public Summary will be provided in lieu of providing paper copies of those documents. (***\*If the department does not maintain the Procedures and Guidelines and the Written Public Summary on a department website, then end the sentence above at the asterisk\*.***)

If the cost of processing a FOIA request is \$50 or less, the requester will be notified of the amount due and where the documents can be obtained.

If the cost of processing a FOIA request is expected to exceed \$50 based on a good-faith calculation, or if the requestor has not paid in full for a previously granted request, the Department will require a good-faith deposit pursuant to Section 4 of this policy before processing the request.

In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the Department to process the request and also provide a best efforts estimate of a time frame it will take the Department to provide the records to the requestor. The best efforts estimate shall be nonbinding on the Department, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

***When a request is denied or denied in part:***

If the request is denied or denied in part, the FOIA Coordinator will issue a Notice of Denial which shall provide in the applicable circumstance:

- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by the Department; or
- An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and
- An explanation of the person's right to submit an appeal of the denial to either the office of the Department Supervisor (*or "clerk," or "manager" etc.*) or seek judicial review in the Kent County Circuit Court;
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should they prevail in Circuit Court.
- The Notice of Denial shall be signed by the FOIA Coordinator.

If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this Section.

***Requests to inspect public records:***

The Department shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. The FOIA Coordinator is authorized to promulgate rules regulating the manner in which records may be viewed so as to protect Department records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal Department operations.

Upon receiving a written or verbal request to inspect department records, the department shall furnish the requesting person with a reasonable opportunity and reasonable facilities for inspection and examination of its public records.

A person shall be allowed to inspect public records during usual business hours, not less than four hours per day. The public does not have unlimited access to department offices or facilities, and a person may be required to inspect records at a specified counter or table, and in view of department personnel.

Department officials, appointees, staff or consultants/contractors assisting with inspection of public records shall inform any person inspecting records that only pencils, and no pens or ink, may be used to take notes.

In coordination with the official responsible for the records, the FOIA coordinator shall determine on a case-by-case basis when the department will provide copies of original records, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database

not available for public inspection.

The (*clerk, FOIA coordinator, other*) is responsible for identifying if records or information requested by the public is stored in digital files or e-mail, even if the public does not specifically request a digital file or e-mail.

A person cannot remove books, records or files from the place the department has provided for the inspection.

No documents shall be removed from the office of the custodian of those documents without permission of that custodian, except by court order, subpoena or for audit purposes. The official shall be given a receipt listing the records being removed. Documents may be removed from the office of the custodian of those documents with permission of that custodian to accommodate public inspection of those documents.

In coordination with the official responsible for the records, the FOIA coordinator will determine (*by policy, on a case-by-case basis, or both*) when the department will provide copies of original records, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection. **Optional:** A fee will be charged for copies made to enable public inspection of records, according to the department's FOIA policy.

***Requests for certified copies:***

The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

**Section 4: Fee Deposits**

If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation, the requestor will be asked to provide a deposit not exceeding one-half of the total estimated fee.

If a request for public records is from a person who has not paid the Department in full for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- The final fee for the prior written request is not more than 105% of the estimated fee;
- The public records made available contained the information sought in the prior written request and remain in the Department's possession;
- The public records were made available to the individual, subject to payment, within the time frame estimated by the Department to provide the records;
- Ninety (90) days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- The individual is unable to show proof of prior payment to the Department; and
- The FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- The person making the request is able to show proof of prior payment in full to the Department;
- The Department is subsequently paid in full for the applicable prior written request; or
- Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to the Department.

If a deposit is not received by the Department within 48 days from the date that the notice of deposit requirement is sent, and if the requesting person has not filed an appeal of the deposit amount, the request shall be considered

abandoned by the requesting person and the Department is no longer required to fulfill the request. Notice of a deposit requirement must include notice of the date by which the deposit must be received, which date is 48 days after the date the notice is sent.

## **Section 5: Calculation of Fees**

A fee may be charged for the labor cost of copying/duplication.

A fee will **not** be charged for the labor cost of search, examination, review and the deletion and separation of exempt from nonexempt information **unless** failure to charge a fee would result in unreasonably high costs to the Department because of the nature of the request in the particular instance, and the Department specifically identifies the nature of the unreasonably high costs.

Costs for the search, examination review, and deletion and separation of exempt from non-exempt information are “unreasonably high” when they are excessive and beyond the normal or usual amount for those services (Attorney General Opinion 7083 of 2001) compared to the costs of the department’s usual FOIA requests, not compared to the department’s operating budget. (*Bloch v. Davison Community Schools*, Michigan Court of Appeals, Unpublished, April 26, 2011)

The following factors shall be used to determine an unreasonably high cost to the Department:

- Volume of the public record requested
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether the public records are from more than one Department or whether various Department offices are necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by the FOIA Coordinator in responding to the particular request.

The Michigan FOIA statute permits the Department to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the Department.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the Department.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the department’s website if the requester asks for the department to make copies.
- The actual and most reasonably economical cost of non-paper physical media when the requester asks for records in any form of non-paper physical media. This may include the cost for copies of records already on the department’s website if the requester asks for the department to make copies.
- The cost to mail or send a public record to a requestor.

Labor costs will be calculated based on the following requirements:

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid Department employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
- The Department may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$48.90 (6 times the state minimum hourly wage).

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Any form of non-paper physical media (for example, USB drives, computer disks, computer tapes or other digital or similar media) will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the Department has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- The Department will procure any non-paper media and will not accept media from the requestor in order to ensure integrity of the Department's technology infrastructure.

The cost to provide paper copies of records will be based on the following requirements:

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
- The Department will provide records using double-sided printing, if it is cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- The Department may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless specified by the requestor.

If the FOIA Coordinator does not respond to a written request in a timely manner, the Department must:

- Reduce the labor costs by 5% for each day the Department exceeds the time permitted under FOIA up to a 50% maximum reduction, if *any* of the following applies:
  - The Department's late response was willful and intentional,
  - The written request conveyed a request for information within the first 250 words of the body of a letter facsimile, email or email attachment, or
  - The written request included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy" or a recognizable misspelling of such, or legal code reference to MCL 15. 231, et seq. or 1976 Public Act 442 on the front of an envelope or in the subject line of an email, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form.

## Section 6: Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The department board may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

## Section 7: Discounted Fees

### *Indigence*

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

- Indigent and receiving specific public assistance, or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

An individual is not eligible to receive the waiver if:

- The requestor has previously received discounted copies of public records from the Department twice during the calendar year; or
- The requestor requests information in connection with other persons who are offering or providing payment to make the request.

An affidavit is sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

### *Nonprofit organization advocating for developmentally disabled or mentally ill individuals*

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request from:

- A nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, or their successors, if the request meets all of the following requirements:
  - Is made directly on behalf of the organization or its clients.
  - Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
  - Is accompanied by documentation of its designation by the state, if requested by the public body.

## Section 8: Appeal of a Denial of a Public Record

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may appeal to the Department Board by filing an appeal of the denial with the office of the Department Supervisor (*or "clerk" or "FOIA Coordinator," etc.*).

The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons the requestor is seeking a reversal of the denial. The Department FOIA Appeal Form (To Appeal a Denial of Records), may be used.

The Department Board is not considered to have received a written appeal until the first regularly scheduled Department Board meeting following submission of the written appeal.

Within 10 business days of receiving the appeal the Department Board will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part; or
- Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the Department Board shall respond to the written appeal. The Department Board shall not issue more than 1 notice of extension for a particular written appeal.

If the Department Board fails to respond to a written appeal, or if the Department Board upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action in Circuit Court.

Whether or not a requestor submitted an appeal of a denial to the Department Board, he or she may file a civil action in Kent County Circuit Court within 180 days after the Department's final determination to deny the request.

If a court that determines a public record is not exempt from disclosure, it shall order the Department to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Failure to comply with an order of the court may be punished as contempt of court.

If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in such an action, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or Department prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.

If the court determines that the Department has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the Department to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

## **Section 9: Appeal of an Excessive FOIA Processing Fee**

"Fee" means the total fee or any component of the total fee calculated under section 4 of the FOIA, including any deposit.

If a requestor believes that the fee charged by the Department to process a FOIA request exceeds the amount permitted by state law or under this policy, he or she must first appeal to the Department Board by submitting a written appeal for a fee reduction to the office of the Department Supervisor (*or "clerk" or "FOIA Coordinator," etc.*).

The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The Department FOIA Appeal Form (To Appeal an Excess Fee) may be used.

The Department Board is not considered to have received a written appeal until the first regularly scheduled Department Board meeting following submission of the written appeal.

Within 10 business days after receiving the appeal, the Department Board will respond in writing by:

- Waiving the fee;
- Reducing the fee and issuing a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issuing a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Department Board will respond to the written appeal. The Department Board shall not issue more than 1 notice of extension for a particular written appeal.

Where the Department Board reduces or upholds the fee, the determination must include a certification from the Department Board that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and Section 4 of the FOIA.

Within 45 days after receiving notice of the Department Board's determination of an appeal, the requesting person may commence a civil action in Kent County Circuit Court for a fee reduction.

If a civil action is commenced against the Department for an excess fee, the Department is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute.

An action shall not be filed in circuit court unless *one* of the following applies:

- The Department does not provide for appeals of fees,
- The Department Board failed to respond to a written appeal as required, or
- The Department Board issued a determination to a written appeal.

If a court determines that the Department required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or Section 4 of the FOIA, the court shall reduce the fee to a permissible amount. Failure to comply with an order of the court may be punished as contempt of court.

If the requesting person prevails in court by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages.

If the court determines that the Department has arbitrarily and capriciously violated the FOIA by charging an excessive fee, the court shall order the Department to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

## **Section 10: Conflict with Prior FOIA Policies and Procedures; Effective Date**

To the extent that these Procedures and Guidelines conflict with previous FOIA policies promulgated by Department Board or the Department Administration these Procedures and Guidelines are controlling. To the extent that any administrative rule promulgated by the FOIA Coordinator subsequent to the adoption of this



resolution is found to be in conflict with any previous policy promulgated by the Department Board or the Department Administration, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the FOIA Coordinator pertaining to the release of public records is found to be in conflict with any State statute, the applicable statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the Department Board or the Department Administration, and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan's FOIA statute, provided that such modifications and rules are consistent with State law. The FOIA Coordinator shall inform the Department Board of any change these Policies and Guidelines.

These FOIA Policies and Guidelines become effective \_\_\_\_\_, 20\_\_.

#### **Section 11: Appendix of Lowell Area Fire Department FOIA Forms**

- Request for Public Records Form
- Notice to Extend Response Time Form
- Notice of Denial Form
- Detailed Cost Itemization Form
- Appeal of Denial of Records Form
- Appeal of Excess Fee Form

Lowell Area Fire Department, Kent County  
315 S Hudson St SE  
Lowell, MI 49311  
Phone: 616-891-7354 EMERGENCY: 911

**Request Form**

*Note: Requestors are not required to use this form. The department may complete one for recordkeeping if not used.*

**FOIA Request for Public Records**  
**Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.**

**Request No.:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_ **Check if received via:** ☐ Email ☐ Fax ☐ Other Electronic Method  
**Date delivered to junk/spam folder:** \_\_\_\_\_  
*(Please Print or Type)* **Date discovered in junk/spam folder:** \_\_\_\_\_

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

**Request for:** ☐ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis

**Delivery Method:** ☐ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☐ Email to address above  
☐ Deliver on digital media provided by the department:

**Note:** The department is not required to provide records in a digital format or on digital media if the department does not already have the technological capability to do so.

**Describe the public record(s) as specifically as possible.** You may use this form or attach additional sheets:


**Consent to Non-Statutory Extension of Department's Response Time**

I have requested a copy of records or a subscription to records or the opportunity to inspect records, pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq. I understand that the department must respond to this request within five (5) business days after receiving it, and that response may include taking a 10-business day extension. However, I hereby agree and stipulate to extend the department's response time for this request until: \_\_\_\_\_ (month, day, year).

**Requestor's Signature**

**Date**

*(Complete both sides)*

### Records Located on Website

If the department directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact (*separate exempt information from non-exempt information*).

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the department must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, the department must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If the department has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the department must provide the public records in the specified format (if the department has the technological capability) but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

### Request for Copies/Duplication of Records on Department Website

I hereby stipulate that, even if some or all of the records are located on a department website, I am requesting that the department make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature

Date

### Overtime Labor Costs

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

### Consent to Overtime Labor Costs

I hereby agree and stipulate to the department using overtime wages in calculating the following labor costs as itemized in the following categories:

1. ☐ Labor to copy/duplicate      2. ☐ Labor to locate      3a. ☐ Labor to redact      3b. ☐ Contract labor to redact  
6b. ☐ Labor to copy/duplicate records already on department's website

Requestor's Signature

Date

### Request for Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**  
2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year,  
(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

**Office Use:**   ☐ Affidavit Received    \_\_\_ No. of Previous Discounted Requests During \_\_\_\_\_ Calendar Year  
                  ☐ Eligible for Discount   ☐ Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request:

Date:

Requestor's Signature:

### Request for Discount: Nonprofit Organization

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.  
(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.  
(iii) Is accompanied by documentation of its designation by the state, if requested by the department.

**Office Use:**   ☐ Documentation of State Designation Received   ☐ Eligible for Discount   ☐ Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931:

Date:

Requestor's Signature:

**Notice to Extend Response Time for FOIA Request**  
**Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.**

**Request No.:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_ **Check if received via:** ☐ Email ☐ Fax ☐ Other Electronic Method  
**Date of This Notice:** \_\_\_\_\_ **Date delivered to junk/spam folder:** \_\_\_\_\_  
(Please Print or Type) **Date discovered in junk/spam folder:** \_\_\_\_\_

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

**Request for:** ☐ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis  
**Delivery Method:** ☐ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☐ Email to address above  
☐ Deliver on digital media provided by the department:

**Record(s) You Requested:** (Listed here or see attached copy of original request) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We are extending the date to respond to your FOIA request for no more than 10 business days, until \_\_\_\_\_ (month, day, year).  
Only one extension may be taken per FOIA request. If you have any questions regarding this extension, contact  
\_\_\_\_\_ at \_\_\_\_\_

**Estimated Time Frame to Respond:** \_\_\_\_\_ (days or date)

The time frame estimate is nonbinding upon the department, but the department is providing the estimate in good faith. Providing an estimated time frame does not relieve a public body from any of the other requirements of this act.

**Reason for Extension:**

☐ **1.** The department needs to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to your request. Specifically, the department must:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **2.** The department needs to collect the requested public records from numerous field offices, facilities, or other establishments that are located apart from the department office. Specifically, the department must coordinate documents from the following locations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **3.** Other (describe): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Signature of FOIA Coordinator:**

**Date:**

**Notice of Denial of FOIA Request**  
**Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.**

**Request No.:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_ **Check if received via:** ☐ Email ☐ Fax ☐ Other Electronic Method  
**Date of This Notice:** \_\_\_\_\_ **Date delivered to junk/spam folder:** \_\_\_\_\_  
(Please Print or Type) **Date discovered in junk/spam folder:** \_\_\_\_\_

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

**Request for:** ☐ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis

**Delivery Method:** ☐ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☐ Email to address above  
☐ Deliver on digital media provided by the department:

**Record(s) You Requested:** (Listed here or see attached copy of original request) \_\_\_\_\_

☐ **All** OR ☐ **Part** of your request for records has been denied. Please refer to this form for an explanation. If you have any questions regarding this denial, contact \_\_\_\_\_ at \_\_\_\_\_

**Partial Denial: Estimated Time Frame to Respond:** \_\_\_\_\_ (days or date). The time frame estimate is nonbinding upon the department, but the department is providing the estimate in good faith. Providing an estimated time frame does not relieve a public body from any of the other requirements of this act.

**Reason for Denial:**

☐ **1. Exempt from Disclosure:** This item is exempt from disclosure under FOIA Section 13, Subsection \_\_\_\_\_ (insert number), because: \_\_\_\_\_

☐ **2. Record Does Not Exist:** This item does not exist under the name provided in your request or by another name reasonably known to the department. A certificate that the public record does not exist under the name given is attached. If you believe this record does exist, provide a description that will enable us to locate the record: \_\_\_\_\_

☐ **3. Redaction:** A portion of the requested record had to be separated or deleted (redacted) as it is exempt under FOIA Section 13, Subsection \_\_\_\_\_ (insert number), because: \_\_\_\_\_

A brief description of the information that had to be separated or deleted: \_\_\_\_\_

**Notice of Requestor's Right to Seek Judicial Review**

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the department board or to commence an action in the Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that the department has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

**Signature of FOIA Coordinator:** \_\_\_\_\_

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

## FREEDOM OF INFORMATION ACT (EXCERPT)

### Act 442 of 1976

**15.240 Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.**

Sec. 10.

(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

**History:** 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015

Department: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Lowell Area Fire Department, Kent County  
315 S Hudson St SE  
Lowell, MI 49331  
Phone: 616-897-7354 EMERGENCY: 911

Denial Appeal Form

**FOIA Appeal Form—To Appeal a Denial of Records**  
**Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.**

**Request No.:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_ **Check if received via:** ☐ Email ☐ Fax ☐ Other Electronic Method  
**Date of This Notice:** \_\_\_\_\_ **Date delivered to junk/spam folder:** \_\_\_\_\_  
(Please Print or Type) **Date discovered in junk/spam folder:** \_\_\_\_\_

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

**Request for:** ☐ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis  
**Delivery Method:** ☐ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☐ Email to address above  
☐ Deliver on digital media provided by the department:

**Record(s) You Requested:** (Listed here or see attached copy of original request) \_\_\_\_\_

**Reason(s) for Appeal:**

The appeal must identify the reason(s) for reversing the denial. You may use this form or attach additional sheets:

**Requestor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Department Response:**

The department must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-business day extension.

**Department Extension:** We are extending the date to respond to your FOIA denial appeal for no more than 10 business days, until \_\_\_\_\_ (month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: \_\_\_\_\_

If you have any questions regarding this extension, contact: \_\_\_\_\_

**Department Determination:**

☐ Denial Reversed ☐ Denial Upheld ☐ Denial Reversed in Part and Upheld in Part

The following previously denied records will be released: \_\_\_\_\_

**Notice of Requestor's Right to Seek Judicial Review**

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the department board or to commence an action in the Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that the department has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

**Signature of FOIA Coordinator:** \_\_\_\_\_

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

## FREEDOM OF INFORMATION ACT (EXCERPT)

### Act 442 of 1976

**15.240 Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.**

Sec. 10.

(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

**History:** 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015.



Department: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Lowell Area Fire Department, Kent County  
315 S Hudson St SE  
Lowell, MI 49331  
Phone: 616-897-7354 EMERGENCY: 911

Fee Appeal Form

**FOIA Appeal Form—To Appeal an Excess Fee**  
**Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.**

**Request No.:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_ **Check if received via:** ☐ Email ☐ Fax ☐ Other Electronic Method  
**Date of This Notice:** \_\_\_\_\_ **Date delivered to junk/spam folder:** \_\_\_\_\_  
(Please Print or Type) **Date discovered in junk/spam folder:** \_\_\_\_\_  
**Request for:** ☐ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

**Delivery Method:** ☐ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☐ Email to address above  
☐ Deliver on digital media provided by the department:

**Record(s) You Requested:** (Listed here or see attached copy of original request) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reason(s) for Appeal:**

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Requestor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Department Response:**

The department must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-business day extension.

**Department Extension:** We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until \_\_\_\_\_ (month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: \_\_\_\_\_

If you have any questions regarding this extension, contact: \_\_\_\_\_

**Department Determination:** ☐ Fee Waived ☐ Fee Reduced ☐ Fee Upheld

Written basis for department determination:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notice of Requestor's Right to Seek Judicial Review**

You are entitled under Section 10a of the Michigan Freedom of Information Act, MCL 15.240a, to appeal a FOIA fee that you believe exceeds the amount permitted under the department's written Procedures and Guidelines to the department board or to commence an action in the Circuit Court for a fee reduction within 45 days after receiving the notice of the required fee or a determination of an appeal to the department board. If a civil action is commenced in court, the department is not obligated to compete processing the request until the court resolves the fee dispute. If the court determines that the department required a fee that exceeded the permitted amount, the court shall reduce the fee to a permissible amount. (See back of this form for additional information on your rights.)

**Signature of FOIA Coordinator:**

**Date:**

**FREEDOM OF INFORMATION ACT (EXCERPT)**  
**Act 442 of 1976**

**15.240a Fee in excess of amount permitted under procedures and guidelines or MCL 15.234.**

Sec. 10a.

(1) If a public body requires a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4, the requesting person may do any of the following:

(a) If the public body provides for fee appeals to the head of the public body in its publicly available procedures and guidelines, submit to the head of the public body a written appeal for a fee reduction that specifically states the word "appeal" and identifies how the required fee exceeds the amount permitted under the public body's available procedures and guidelines or section 4.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, in the court of claims, for a fee reduction. The action must be filed within 45 days after receiving the notice of the required fee or a determination of an appeal to the head of a public body. If a civil action is commenced against the public body under this subdivision, the public body is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute. An action shall not be filed under this subdivision unless 1 of the following applies:

(i) The public body does not provide for appeals under subdivision (a).

(ii) The head of the public body failed to respond to a written appeal as required under subsection (2).

(iii) The head of the public body issued a determination to a written appeal as required under subsection (2).

(2) Within 10 business days after receiving a written appeal under subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Waive the fee.

(b) Reduce the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the remaining fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and section 4.

(c) Uphold the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the required fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the fee amount complies with the public body's publicly available procedures and guidelines and section 4.

(d) Issue a notice extending for not more than 10 business days the period during which the head of the public body must respond to the written appeal. The notice of extension shall include a detailed reason or reasons why the extension is necessary. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a).

(4) In an action commenced under subsection (1)(b), a court that determines the public body required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4 shall reduce the fee to a permissible amount. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located. The court shall determine the matter de novo, and the burden is on the public body to establish that the required fee complies with its publicly available procedures and guidelines and section 4. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If the requesting person prevails in an action commenced under this section by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by charging an excessive fee, the court shall order the public body to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

(8) As used in this section, "fee" means the total fee or any component of the total fee calculated under section 4, including any deposit.

**History:** Add. 2014, Act 563, Eff. July 1, 2015

## Freedom of Information Act Request Detailed Cost Itemization

Date: \_\_\_\_\_ Prepared for Request No.: \_\_\_\_\_ Date Request Received: \_\_\_\_\_

<p><b>The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the department's FOIA Policies and Guidelines.</b></p>			
<p><b>1. Labor Cost for Copying / Duplication</b></p> <p>This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.</p> <p>This shall not be more than the hourly wage of the department's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in ____-minute time increments as set by the department board (for example: 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than one increment, there is no charge.</p> <p>Hourly Wage Charged: \$ _____ Charge per increment: _____</p> <p>\$ _____</p> <p><b>OR</b></p> <p>Hourly Wage with Fringe Benefit Cost: \$ _____ <b>OR</b> _____</p> <p>Multiply the hourly wage by the percentage multiplier: _____% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.</p> <p>\$ _____</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)</p>		<p>To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:</p> <p><b>Number of increments</b></p> <p><b>x</b> _____</p> <p><b>=</b> _____</p>	<p><b>1. Labor Cost</b></p> <p><b>\$</b> _____</p>

## 2. Labor Cost to Locate:

This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. **This fee is being charged because failure to do so will result in unreasonably high costs to the department that are excessive and beyond the normal or usual amount for those services compared to the department's usual FOIA requests, because of the nature of the request in this particular instance, specifically:** \_\_\_\_\_

The department will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in \_\_\_\_\_-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ \_\_\_\_\_  
\$ \_\_\_\_\_

Charge per increment:

OR

Hourly Wage with Fringe Benefit Cost: \$ \_\_\_\_\_

OR

Multiply the hourly wage by the percentage multiplier: \_\_\_\_\_%  
(*up to 50% of the hourly wage*) and add to the hourly wage for a total per hour rate.  
\$ \_\_\_\_\_

Charge per increment:

☐ Overtime rate charged as stipulated by Requestor (*overtime is not used to calculate the fringe benefit cost*)

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down. Enter below:

Number of increments

x \_\_\_\_\_  
=

2. Labor Cost  
\$ \_\_\_\_\_

## 3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(*Fill this out if using a department employee. If contracted, use No. 3b instead.*)

The department will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

**This fee is being charged because failure to do so will result in unreasonably high costs to the department that are excessive and beyond the normal or usual amount for those services compared to the department's usual FOIA requests, because of the nature of the request in this particular instance, specifically:** \_\_\_\_\_

This is the cost of labor of a **department employee**, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the **department's lowest-paid employee** capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in \_\_\_\_\_-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ \_\_\_\_\_  
OR

Charge per increment: \$ \_\_\_\_\_

Hourly Wage with Fringe Benefit Cost: \$ \_\_\_\_\_

OR

Multiply the hourly wage by the percentage multiplier: \_\_\_\_\_%  
(*up to 50% of the hourly wage*) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ \_\_\_\_\_

☐ Overtime rate charged as stipulated by Requestor (*overtime is not used to calculate the fringe benefit cost*)

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down. Enter below:

Number of increments

x \_\_\_\_\_ =

3a. Labor Cost  
\$ \_\_\_\_\_

**3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):**

(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)

The department will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the department that are excessive and beyond the normal or usual amount for those services compared to the department's usual FOIA requests, because of the nature of the request in this particular instance, specifically: \_\_\_\_\_

As this department does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a **contractor** (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate.

Name of contracted person or firm: \_\_\_\_\_

These costs will be estimated and charged in \_\_\_\_\_-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Cost Charged: \$ \_\_\_\_\_

Charge per increment: \$ \_\_\_\_\_

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down to: \_\_\_\_\_ increments.  
Enter below:

Number of increments

x \_\_\_\_\_ =

3b.  
Labor Cost  
\$ \_\_\_\_\_

**4. Copying / Duplication Cost:**

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (*for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection*).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 ½ x 11-inch, single and double-sided): \_\_\_\_\_ cents per sheet
- Legal (8 ½ x 14-inch, single and double-sided): \_\_\_\_\_ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): \_\_\_\_\_ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- **Circle applicable:** Disc / Tape / Drive / Other Digital Medium Cost per Item: \_\_\_\_\_

The cost of paper copies **must** be calculated as a total cost per sheet of paper. The fee **cannot exceed** 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. A department **must** utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of Sheets:

x \_\_\_\_\_ =

x \_\_\_\_\_ =

x \_\_\_\_\_ =

No. of Items:

x \_\_\_\_\_ =

\_\_\_\_\_ =

Costs:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

4. Total  
Copy Cost

\$ \_\_\_\_\_

## 5. Mailing Cost:

The department will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- The department **may** charge for the least expensive form of postal delivery confirmation.
- The department **cannot** charge more for expedited shipping or insurance unless specifically requested by the requestor.\*

Actual Cost of Envelope or Packaging: \$ \_\_\_\_\_

Actual Cost of Postage: \$ \_\_\_\_\_ per stamp  
\$ \_\_\_\_\_ per pound  
\$ \_\_\_\_\_ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ \_\_\_\_\_

\*Expedited Shipping or Insurance as Requested: \$ \_\_\_\_\_

☐ \* Requestor has requested expedited shipping or insurance

Number of  
Envelopes or  
Packages:

Costs:

x \_\_\_\_\_  
= \_\_\_\_\_

\$ \_\_\_\_\_

x \_\_\_\_\_  
= \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

x \_\_\_\_\_  
= \_\_\_\_\_

\$ \_\_\_\_\_

x \_\_\_\_\_  
= \_\_\_\_\_

\$ \_\_\_\_\_

x \_\_\_\_\_  
= \_\_\_\_\_

5. Total  
Mailing  
Cost

\$ \_\_\_\_\_

## 6a. Copying/Duplicating Cost for Records Already on Department's Website:

If the public body has included the website address for a record in its written response to the requestor, and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media, the department will provide the public records in the specified format and may charge copying costs to provide those copies.

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- **Letter** (8 ½ x 11-inch, single and double-sided): \_\_\_\_\_ cents per sheet
- **Legal** (8 ½ x 14-inch, single and double-sided): \_\_\_\_\_ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- **Other paper sizes** (single and double-sided): \_\_\_\_\_ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- **Circle applicable:** Disc / Tape / Drive / Other Digital Medium Cost per Item: \_\_\_\_\_

☐ Requestor has stipulated that some / all of the requested records that are already available on the department's website be provided in a paper or non-paper physical digital medium.

Number of  
Sheets:

Costs:

x \_\_\_\_\_  
= \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

x \_\_\_\_\_  
= \_\_\_\_\_

\$ \_\_\_\_\_

x \_\_\_\_\_  
= \_\_\_\_\_

\$ \_\_\_\_\_

No. of Items:

6a. Web  
Copy Cost

x \_\_\_\_\_  
= \_\_\_\_\_

\$ \_\_\_\_\_

**6b. Labor Cost for Copying/Duplicating Records Already on Department's Website:**

This shall not be more than the hourly wage of the department's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor. These costs will be estimated and charged in \_\_\_\_-minute time increments (i.e.: 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Wage Charged: \$ \_\_\_\_\_

\$ \_\_\_\_\_

**OR**

Hourly Wage with Fringe Benefit Cost: \$ \_\_\_\_\_

Multiply the hourly wage by the percentage multiplier: \_\_\_\_\_%

and add to the hourly wage for a total per hour rate.

\$ \_\_\_\_\_

The department may use a fringe benefit multiplier greater than the 50% limitation, not to exceed the actual costs of providing the information in the specified format.

☐ Overtime rate charged as stipulated by Requestor

Charge per increment: \_\_\_\_\_

**OR**

Charge per increment: \_\_\_\_\_

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down. Enter below:

Number of increments \_\_\_\_\_

x \_\_\_\_\_  
= \_\_\_\_\_**6b. Web Labor Cost**

\$ \_\_\_\_\_

**6c. Mailing Cost for Records Already on Department's Website:**

Actual Cost of Envelope or Packaging: \$ \_\_\_\_\_

Actual Cost of Postage: \$ \_\_\_\_\_ per stamp / per pound / per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ \_\_\_\_\_

\*Expedited Shipping or Insurance as Requested: \$ \_\_\_\_\_

☐ \* Requestor has requested expedited shipping or insurance

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

x \_\_\_\_\_ = \_\_\_\_\_

x \_\_\_\_\_ = \_\_\_\_\_

x \_\_\_\_\_ = \_\_\_\_\_

x \_\_\_\_\_ = \_\_\_\_\_

Costs: \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**6c. Web Mailing Cost**

\$ \_\_\_\_\_

**Subtotal Fees Before Waivers, Discounts or Deposits:**

Estimated Time Frame to Provide Records:

\_\_\_\_\_ (days or date)

The time frame estimate is nonbinding upon the department, but the department is providing the estimate in good faith. Providing an estimated time frame does not relieve the department from any of the other requirements of this act.

- ☐
- Cost estimate
- 
- ☐
- Bill

1. Labor Cost for Copying: \$ \_\_\_\_\_

2. Labor Cost to Locate: \$ \_\_\_\_\_

3a. Labor Cost to Redact: \$ \_\_\_\_\_

3b. Contract Labor Cost to Redact: \$ \_\_\_\_\_

4. Copying/Duplication Cost: \$ \_\_\_\_\_

5. Mailing Cost: \$ \_\_\_\_\_

6a. Copying/Duplication of Records on Website: \$ \_\_\_\_\_

6b. Labor Cost for Copying Records on Website: \$ \_\_\_\_\_

6c. Mailing Costs for Records on Website: \$ \_\_\_\_\_

Subtotal Fees: \$ \_\_\_\_\_

<p><b>Waiver: Public Interest</b>  A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the department determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.</p> <p><input type="checkbox"/> All fees are waived    <u>OR</u>    <input type="checkbox"/> All fees are reduced by: _____%</p>	<p><b>Subtotal Fees After Waiver:</b></p>	<p>\$ _____</p>
<p><b>Discount: Indigence</b>  A public record search <b>must</b> be made and a copy of a public record <b>must</b> be furnished <b>without charge for the first \$20.00 of the fee</b> for each request by an individual who is entitled to information under this act and who:</p> <p>1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, <b>OR</b></p> <p>2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.</p> <p>If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if <b>ANY</b> of the following apply:</p> <p>(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, <b>OR</b></p> <p>(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.</p> <p><input type="checkbox"/> Eligible for Indigence Discount</p>	<p><b>Subtotal Fees After Discount (subtract \$20):</b></p>	<p>\$ _____</p>
<p><b>Discount: Nonprofit Organization</b>  A public record search <b>must</b> be made and a copy of a public record <b>must</b> be furnished <b>without charge for the first \$20.00 of the fee</b> for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets <b>ALL</b> of the following requirements:</p> <p>(i) Is made directly on behalf of the organization or its clients.</p> <p>(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.</p> <p>(iii) Is accompanied by documentation of its designation by the state, if requested by the department.</p> <p><input type="checkbox"/> Eligible for Nonprofit Discount</p>	<p><b>Subtotal Fees After Discount (subtract \$20):</b></p>	<p>\$ _____</p>
<p><b>Deposit: Good Faith</b>  The department may require a good-faith deposit in either its initial response or a subsequent response before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee.</p> <p>Percent of Deposit: _____%</p> <p>Date by Which Deposit Must be Received: _____ (48 days after this notice was sent)</p>	<p><b>Date Paid:</b></p> <p>_____</p>	<p><b>Deposit Amount Required:</b></p> <p>\$ _____</p>



**Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full**

After a department has granted and fulfilled a written request from an individual under this act, if the department has not been paid in full the total amount of fees for the copies of public records that the department made available to the individual as a result of that written request, **the department may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:**

- (a) The final fee for the prior written request was not more than 105% of the estimated fee.
- (b) The public records made available contained the information being sought in the prior written request and are still in the department's possession.
- (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request.
- (d) Ninety (90) days have passed since the department notified the individual in writing that the public records were available for pickup or mailing.
- (e) The individual is unable to show proof of prior payment to the department.
- (f) The department calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.

A department **can no longer require an increased estimated fee deposit** from an individual if **ANY** of the following apply:

- (a) The individual is able to show proof of prior payment in full to the department, **OR**
- (b) The department is subsequently paid in full for the applicable prior written request, **OR**
- (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the department.

**Date by Which Deposit Must be Received:** \_\_\_\_\_ *(48 days after this notice is sent)*

**Percent  
Deposit  
Required:**

\_\_\_\_\_ %

**Deposit  
Required:**

\$ \_\_\_\_\_

**Date Paid:**

\_\_\_\_\_

**Late Response Labor Costs Reduction**

If the department does not respond to a written request in a timely manner as required under MCL 15.235(2), the department **must** do the following:

- (a) **Reduce the charges for labor costs** otherwise permitted by 5% for each day the department exceeds the time permitted for a response to the request, **with a maximum 50% reduction**, if **EITHER** of the following applies:

(i) The late response was willful and intentional, **OR**

(ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.

**Number of  
Days Over  
Required  
Response  
Time:**

**Multiply by  
5%**

**= Total  
Percent  
Reduction:**

**Total Labor  
Costs**

\$ \_\_\_\_\_

**Minus  
Reduction**

\$ \_\_\_\_\_

**= Reduced  
Total Labor  
Costs**

\$ \_\_\_\_\_

The Public Summary of the department's FOIA Procedures and Guidelines is available free of charge from:

Website: [www.lowellfire.org](http://www.lowellfire.org) Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**Request Will Be Processed,  
But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed**

**Date Paid:**

\_\_\_\_\_

**Total  
Balance  
Due:**

\$ \_\_\_\_\_

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the COUNTY OF KENT, ("County") and the Townships of ADA, ALGOMA, ALPINE, CALEDONIA, CANNON, COURTLAND, GRATAN, LOWELL, NELSON, OAKFIELD, PLAINFIELD, SOLON, SPENCER, TYRONE, VERGENNES, the Village of SAND LAKE, and the Cities of CEDAR SPRINGS, LOWELL, ROCKFORD, and SPARTA FIRE AUTHORITY ("Members").

WITNESSETH:

WHEREAS, the Kent County Volunteer Fire Department ("Department") and the Kent County Fire Commission ("Fire Commission") originally were established by the Kent County Board of Supervisors (now the Kent County Board of Commissioners ("BOC")) in 1942 pursuant to MCL 45.3 and MCL 124.1 et. seq.; and

WHEREAS, the Department no longer exists; and

WHEREAS, the Fire Commission currently is made up of the County and the Members; and

WHEREAS, the contribution schedule and contract under which the Fire Commission operates has not been updated since 1978; and

WHEREAS, a revised contribution schedule and contract amendments have been discussed by the Fire Commission Board and Fire Commission Members for the past three years; and

WHEREAS, a draft copy of the revised contribution schedule and amended contract have been provided to all Members and Member fire chiefs, allowing them time to review and provide comments; and

WHEREAS, the Fire Commission Board, Members and the Kent County Board of Commissioners have all voted in favor of updating the contribution schedule and amending the contract as required by section 4 of the 1978 contract,

IT IS THEREFORE AGREED TO UPDATE THE CONTRIBUTION SCHEDULE AND AMEND AND RESTATE THE CONTRACT IN ITS ENTIRETY AS FOLLOWS:

1. Membership.

- a. Current Membership. The Fire Commission shall be comprised of the County and each Member.
- b. Member Benefits. Benefits are to be provided to or made available to Members as recommended by the Fire Commission Board ("FCB") and approved by the County as part of the County's annual budget. The FCB may amend the list of services, equipment and benefits at any time so long as all expenses arising from the amendment are covered by the then-applicable budget or additional Member financial contributions. The list of benefits includes:
  - i. Kent County financial contribution and program administration;
  - ii. Apparatus acquisition contribution as defined in Section 4;
  - iii. Apparatus annual NFPA specified pump testing for County-titled fire apparatus reimbursed at actual expense;

- iv. Group insurance coverage for all County and locally-owned fire and rescue vehicles;
- v. Opportunity to purchase the retiring apparatus at a depreciated cost once the new apparatus is delivered;
- vi. Pre-authorized preventive maintenance and repairs due to normal wear and use of County-titled vehicles;
  - 1. Pre-authorization means the County must be notified and aware before any maintenance or repairs are initiated.
  - 2. Preventative Maintenance is periodic testing and inspection, replacement of filters, crankcase/gearcase oils, and limited repair and replacement of worn brake linings/drums/rotors/tires.
  - 3. Repair is removing and replacing defective or worn components. Repair may include, but is not limited to, diagnosing, rebuilding, replacing, and reconditioning components.
- vii. Collaborative/group bidding coordinated by the Kent County Purchasing Division.
- c. Term of Membership. Membership terms begin at the commencement of the County's fiscal year and continue uninterrupted for twelve (12) months unless terminated in accordance with the specific provisions of this Agreement.
- d. Termination of Membership.
  - i. Without Cause. Any Member, including the County, may terminate its membership in the Fire Commission with at least 90 days' written notice to the Chair of the FCB, with termination to be effective on the last day of Kent County's fiscal year following the expiration of the 90-day notice period.
  - ii. With Cause. Any Member's membership may be terminated for a material breach of this Agreement, or any act or omission which exposes another party to liability for personal injuries or damage to property, real or personal. Termination under this provision shall be effective immediately upon 45 days' written notice to the applicable Member governing board if not cured within said 45-day notice period. Such termination shall not extinguish any outstanding financial obligations of the Member to the Fire Commission and Kent County and obligations for any fire apparatus purchased by the Member shall be calculated under section 7 and paid within 60 days of termination. Final assessment shall be paid within 30 days of the Member's receipt of the annual assessment.
  - iii. Regional Fire Authority. In the event a regional fire authority is formed under applicable law, this Agreement and all memberships shall terminate no later than the effective date of the regional fire authority, but such termination shall not extinguish any outstanding financial obligations of Members to the Fire Commission and Kent County.
  - iv. Return to Membership. In the event a terminated Member applies to re-join the Fire Commission, such terminated Member shall file an application for membership as set forth below in Section I(e)(ii) and shall pay a non-refundable, re-instatement fee equal to the then-current Contribution Formula.
  - v. Payment of Apparatus Acquisition Costs and Annual Contribution. Any Member that withdraws from membership in the Fire Commission, for any reason, shall pay to the County (for credit to the Fire Commission):

1. That portion of the acquisition cost of that Member's most recently purchased firefighting apparatus as calculated by the method in Section 7 of this Agreement; and
  2. The contribution which the Member owes for the year in which termination is effective, because payments are made in arrears (see Sections 5(b) and 6(b)).
  3. Such payment shall be made no later than five (5) business days from the start of the County's fiscal year following the effective date of the withdrawal and before the County releases any security interest it has in the apparatus or otherwise transfers title to the apparatus.  
Reimbursement proceeds will be credited to the remaining Members' next subsequent annual contribution in proportion to the contribution toward the original apparatus purchase.
- vi. Kent County Membership Termination. In the event Kent County terminates the Fire Commission and Member Agreements, the following shall occur:
1. Fund Balance. Any remaining funds in the Fire Commission fund will be divided 50% to Kent County, and 50% divided evenly among Members less funds owed to Kent County.
  2. Apparatus Ownership & Depreciation. Member is required to reimburse Kent County in the amount calculated by the method in Section 7 of this Agreement. After receiving such reimbursement, any County-titled fire apparatus acquired for the Member will be retitled to the Member.
- e. New Members.
- i. Eligible Entities. Any village or township or officially established fire authority comprised of villages and/or townships within Kent County and formed pursuant to the Urban Cooperation Act, MCL 124.501 et seq, or other qualifying legislation that is not now a member of the Fire Commission may apply for membership.
  - ii. Application for Membership.
    1. Any village, township, or fire authority may apply by sending a written request for membership ("application") along with an official resolution of the applicable governing board requesting membership to the Chair of the FCB and the Kent County Fire Commission Liaison.
    2. The application may include a request for the FCB to provide pre-authorized preventative maintenance support for one (1) Member-owned apparatus until an apparatus is purchased per the terms of this Agreement. Kent County approval of the requested apparatus is required, and the County shall be added as a secured interest on the apparatus' title.
    3. The FCB shall review the application and vote on a recommended action for each request. The FCB shall, when considering a request for membership, review the Contribution Formula as outlined in Exhibit A and determine what, if any, modifications are needed and shall propose the modifications as part of the consideration of the membership application. The FCB may recommend the application be approved, denied, or approved with conditions. The FCB shall forward its recommendation to the County Administrator/Controller for consideration.

4. The County Administrator/Controller shall receive and review the application and recommendation and may:
  - a. forward the recommendation as received from the FCB to the BOC for consideration; or
  - b. forward the recommendation to the BOC with recommended conditions; or
  - c. request additional information; or
  - d. review the application with the Chair of the BOC and/or the Chair of the Kent County Finance and Physical Resources Committee and determine another action which may include delaying consideration of the application.
5. All applications for membership must be approved by the BOC.
6. New or reinstated Members are inserted into the fire apparatus purchase schedule at FCB discretion and typically at the rear of the rotation.
- iii. Requirements of New Member.
  1. The new Member contribution will be calculated at the then current Contribution Formula unless otherwise determined by the FCB.
  2. In addition to the obligations of Members as set forth in this Agreement, additional obligations or terms may be established by the FCB, the County Administrator, or the BOC, including, but not limited to, additional financial obligations to address or mitigate any need for modifications to the Contribution Formula.
- iv. Timing. If any application is accepted and membership is approved, such approval shall set forth the effective date of such new membership.
- f. Change in Membership.
  - i. Current Members that are identified separately but wish to be represented collectively by a fire authority established pursuant to the Urban Cooperation Act, MCL 124.501 et seq, or other qualifying legislation may elect to do so.
    1. Such change in the membership will be accepted by the Fire Commission Board at its next meeting following the receipt of the following:
      - a. A communication from the elected head of government for each community of the fire authority indicating the desire to be represented by the fire authority in matters regarding the Fire Commission.
      - b. A communication from the head of the fire authority indicating the willingness to represent the fire authority communities in matters regarding the Fire Commission.
      - c. Such communications can be addressed to the Kent County Fire Commission Liaison.
    2. The contribution formula will be modified to reflect a single line for the fire authority, but the factors in that line will reflect the aggregate numbers for all communities (cities, townships, and villages) making up the fire authority.
    3. When this change is effective the fire authority will be treated as a single Member for all purposes under this Agreement.
  - ii. Communities that are part of a fire authority as per 1.f.i above but wish to be represented separately may elect to do so, subject to the requirement that all

communities in the fire authority must make such an election and do so at the same time.

1. Such change in membership will be accepted by the Fire Commission Board at its next meeting following the receipt of the following:
    - a. A communication from the elected head of government for each community of the fire authority indicating the desire to represent itself in matters regarding the Fire Commission.
    - b. A communication from the head of the fire authority indicating acknowledgment of the communities' desire to represent themselves in matters regarding the Fire Commission.
  2. The contribution formula will be modified to reflect individual lines for each community, which will together reflect the factors used for the fire authority.
  3. When this change is effective each community will become a separate Member for all purposes under this Agreement.
2. Fire Commission Board.
- a. Number of Board Members. The FCB shall consist of seven (7) members as follows:
    - i. Three (3) members shall be elected officials representing Members;
    - ii. Two (2) members shall be members of the BOC;
    - iii. Two (2) members shall be representatives of a Member:
      1. fire chiefs or fire department officers; or
      2. resident citizens with equivalent emergency services experience.
    - iv. No two (2) FCB members shall be residents of the same political jurisdiction except for the two (2) members of the BOC who may be from the same political jurisdiction as any other member of the FCB.
  - b. Appointments. All appointments to the FCB shall be made by the BOC at the time when the BOC makes its citizen appointments, generally the first meeting in January. The FCB shall elect the FCB Chair and Vice-chair. There are no term limits on qualified individuals serving on the FCB.
  - c. Term. The term of each FCB member shall be two (2) years; provided, however, that if a FCB member ceases to possess the required qualification to serve as a FCB member (i.e. ceases to be a County Commissioner, Member elected official, fire chief or resident), that FCB member's term will terminate contemporaneously with the exception of elected officials of Members that are not re-elected in a general November election and thereby cease to be an elected official. Such individuals may continue as FCB members until end of that calendar year in which qualification ceases.
  - d. Compensation. FCB members shall receive such compensation for their services as shall be determined, from time to time, by the BOC.
  - e. Meetings.
    - i. The FCB shall meet as at least once per calendar quarter as called by the Chair, or as otherwise directed by the BOC.
    - ii. A simple majority of the FCB shall constitute a quorum of the FCB for the purposes of conducting business.
    - iii. The FCB may draft its own standing rules of procedure with the consent of the BOC. In the absence of its own standing rules, the FCB shall abide by Roberts Rules of Order.
    - iv. The FCB shall comply with the Michigan Open Meetings Act MCL 15.261 et seq.

- f. Conflict of Interest.
  - i. All FCB members shall annually complete and sign the standard Conflict of Interest declaration or form required of all BOC (or Board Chair) appointments and shall abide by the same, recusing themselves from all matters which present a conflict of interest.
  - ii. If the annual declaration is not timely executed and returned, the FCB member's seat on the FCB shall be declared vacant and a replacement shall be appointed by the BOC.
- 3. Administration. The Kent County Purchasing Manager is the Kent County Fire Commission Liaison and program administrator to the FCB. Internal support costs to administer the program are determined annually by a federally-approved County consultant using the time reporting analysis method and expenses are assessed to Members in the Contribution Formula. Administration duties include, but are not limited to:
  - a. FCB administration including public meeting agenda preparation, notices, minutes, meeting attendance and follow-up;
  - b. Budgeting, financial management;
  - c. Day-to-day management activities including coordinating apparatus maintenance and addressing Member inquiries;
  - d. Risk Management insurance policy and claims oversight;
  - e. Procurement collaboration and apparatus acquisition;
  - f. Accounts Payable oversight;
  - g. Annual Member contribution calculations, invoicing, collection and inquiries.
- 4. Fire Apparatus Acquisition. The FCB is responsible to determine the fire apparatus purchase rotation schedule from appropriated funds at its sole discretion. The rotation is evaluated and updated annually. Only those Members shown on the Assessment Calculation are entitled to be included in the rotation. Member may select one (1) of the following two (2) acquisition and support options:
  - a. The Member may purchase a new apparatus or manufacturer's warranted demonstration unit through the Fire Commission. The FCB and Member jointly write the apparatus specification and Kent County's procurement processes are followed. The demonstration unit must be preapproved by the Fire Commission Board. The Fire Commission will provide pre-authorized preventive maintenance and repair assistance until the apparatus is replaced in rotation, or a maximum of twenty years, whichever is less.

The Fire Commission reserves the right to require minimum bid specifications are met. The cost associated with the drafting of specifications and the procurement of an apparatus is assessed to all Members as part of the Contribution Formula. The Fire Commission may opt out or assess a Member additional fees if that Member desires to acquire a unique or non-routine apparatus. Kent County takes title at delivery, pays for the apparatus in its entirety, and invoices/receives payment on NET 30-day terms for Member acquisition expenses exceeding the Fire Commission apparatus contribution.

- b. The Member may procure an apparatus without FCB or Kent County Purchasing assistance. Member may purchase a used and/or demonstration unit or new apparatus at Member's sole discretion. The Fire Commission apparatus contribution will be paid directly to the Member when the Member takes title and delivery of the apparatus and will not exceed the total purchase price paid by the Member. Within the FCB full

discretion, delivery of the apparatus shall be within eighteen (18) months of the Member's current location in the fire apparatus purchase rotation.

The Fire Commission will not pay for pre-authorized preventive maintenance unless expressly agreed in advance of apparatus purchase and in writing. The Member shall add Kent County as a secured interest of the apparatus' title in order to receive maintenance assistance. The FCB will make the final determination. No appeals of such determinations are permitted.

- c. Each member certifies that they have no personal or financial interests that could be considered a conflict of interest in relation to Member's fire apparatus purchase.

5. Annual Budget.

- a. Fiscal Year. The FCB shall operate on the same fiscal year as the County.
- b. Annual Budget. The County shall prepare an annual budget for the following fiscal year which provides for the payment of all reasonably anticipated Fire Commission expenses including the acquisition and maintenance of the services and equipment. The budget also shall set forth the financial contribution of the County and total amount to be allocated among Members pursuant to the then-current Contribution Formula.

6. Funds and Finances.

- a. County Contribution. The County will contribute funds annually in the amount appropriated by the BOC. The FCB will amend the Contribution Formula as required to operate the Fire Commission within the amount annually appropriated by the County together with Member Contributions.
- b. Member Contribution. Members shall be assessed an annual financial contribution in arrears based on actual expenses of the prior year. The formula for annual financial contributions is attached as Exhibit A (the "Contribution Formula"). Member contributions are not accrued or deposited for future Fire Commission expenses or Apparatus Acquisition.
- c. Apparatus Contribution. The FCB determines the annual fire apparatus contribution from appropriated funds.
- d. Contribution Formula. The Contribution Formula may be modified from time to time as follows:
  - i. Any modification may not increase the County's contribution without the County's consent;
  - ii. A draft modification must be sent to all Members at least 60 days prior to the FCB meeting at which it is to be considered;
  - iii. A modification may be approved by a simple majority of the FCB;
  - iv. Any modification must be approved by the FCB at least 180 days before the start of the County's fiscal year, on which it is to take effect;
  - v. In the event the Contribution Formula is modified and, during the period set forth in Section 6(c)(iv) above, if any Member terminates membership from the Fire Commission pursuant to Section 1(d) above, the FCB may rescind the modification, or alter the modification provided the alteration does not increase the next annual financial contribution of any Member beyond that already approved as part of the pending modification.
- e. Fund Balance. Kent County agrees to manage the Fire Commission fund balance in a manner similar to the other fund balances managed by the County.



- f. Member Apparatus Acquisition Costs. Each Member agrees to be financially prepared and equipped to pay acquisition expenses exceeding the Fire Commission apparatus contribution when it is Member's turn in the fire apparatus purchase rotation schedule.
- g. Insurance. All Members shall comply with the terms of the group insurance coverage contract covering the Member's fire and rescue vehicles including required premiums and deductibles.
7. Sale of Fire Apparatus. If an apparatus purchased through the Fire Commission contribution is sold to the Member during the replacement cycle, the Fire Commission will invoice the Member based on the apparatus purchase contribution divided by life of truck (20 years) multiplied by the number of years between the age of the truck and 20 years.
8. Effect of Agreement. This Agreement supersedes all previous Agreements between the County and the Members concerning the provision of fire protection in the County. The contribution formula for the year in which this Agreement is adopted will be governed by this Agreement, and not by any previous Agreements concerning the provision of fire protection in the County. Notwithstanding the foregoing, any agreement between Kent County and Member regarding vehicle repair and maintenance shall be controlling and take precedence over this Agreement.
9. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.
10. Severability. In the event one or more sections of this Agreement are found to be unenforceable the remaining sections shall remain in full force and effect.
11. Amendment. This Agreement may be modified only in writing, and such modifications may be made only upon approval of a simple majority of Fire Commission Members plus Kent County.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

WITNESSES:

COUNTY OF KENT

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

TOWNSHIP OF ADA

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

TOWNSHIP OF ALGOMA

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF ALPINE

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF CALEDONIA

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF CANNON

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CITY OF CEDAR SPRINGS

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF COURTLAND

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF GRATTAN

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF LOWELL

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CITY OF LOWELL

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF NELSON

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF OAKFIELD

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CHARTER TOWNSHIP OF PLAINFIELD

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CITY OF ROCKFORD

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

VILLAGE OF SAND LAKE

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF SOLON

By \_\_\_\_\_  
Its \_\_\_\_\_

SPARTA FIRE AUTHORITY

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

TOWNSHIP OF SPENCER

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

TOWNSHIP OF TYRONE

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

TOWNSHIP OF VERGENNES

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_



## COOPERATIVE MUTUAL AID FIRE CONTROL AGREEMENT

*This Agreement is authorized 1967 PA 7, and Part 515 of Act 451 of 1994, as amended*

\_\_\_\_\_  
Name of Fire Organization

\_\_\_\_\_  
Federal ID #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Governing Unit or Board

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
County

\_\_\_\_\_  
Fire Department Number

\_\_\_\_\_  
E-mail Address

This Cooperative Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ by and between

\_\_\_\_\_. (Governing Agency Unit or Board),  
hereinafter referred to as the Cooperator; and the Michigan Department of Natural Resources (DNR), Forest Resources Division (FRD),  
hereinafter referred to as the DNR, is entered into for the purpose of:

- (1) Placing Federal Excess Personal Property (FEPP) for local fire department's use.
- (2) Placing Department of Defense (DoD) Firefighter Program Property for local fire department's use.
- (3) Providing the closest possible cooperation on mutual objectives.
- (4) Lending effective support when either organization is committed to or beyond its capacity.
- (5) Defining purposes and responsibilities of the respective organization.
- (6) Providing purchase authority to the Cooperator through the Federal Defense Logistics Agency (DLA) Fire Equipment catalog.

### WITNESSETH:

WHEREAS: The control of timber, grass, and wildland fires is essential to an effective wildland fire control program.

WHEREAS: The Cooperator is actively engaged in the prevention and suppression of all fires.

WHEREAS: It has been determined to be advantageous to the DNR, in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator for rural fire control.

### PART I – FEDERAL EXCESS PERSONNEL PROPERTY

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

#### THE DNR AGREES:

- (1) To assist the Cooperator in providing reasonable basic protection from uncontrolled fires occurring in natural cover fuels and to conduct a prevention program to reduce the number of such fires.
- (2) To dispatch equipment and personnel to fires when available, and upon request from the Cooperator.
- (3) To immediately advise the Cooperator when the DNR becomes aware of any burning or threatened structure within the Cooperator's protection area.
- (4) The title to all accessories, tools, equipment, and sirens provided by the Cooperator which are added to FEPP equipment provided by the DNR will remain with the Cooperator and the Cooperator may remove same prior to returning the equipment to the DNR.
- (5) To extend benefits of the Federal-State "Cooperative Fire Control Agreement" to enable the Cooperator to purchase firefighting equipment and supplies through the DLA Fire Equipment Catalog.

#### THE COOPERATOR AGREES:

- (1) To dispatch a crew with equipment when available, and upon request of the DNR, to any fire within their protection area, defined as the area within which the Cooperator is responsible for providing fire protection services, not to include mutual aid response to other fire departments.
- (2) Pay all invoices for equipment purchased through DLA. The DNR may require the Cooperator to send a copy of purchase orders for audit purposes.

- (3) The Cooperator, having equipment under the Federal Excess Personnel Property Program, must provide **personal liability and property damage insurance covering vehicles on loan to the Cooperator (required under the agreement with the federal government)**. Insurance coverage by the Cooperator will begin on the date the vehicle is received by the Cooperator. A copy of the current insurance certificate must be kept in the vehicle for inspection purposes. The Cooperator must notify the DNR immediately, in writing, of all damages, vandalism or theft of the federal excess property vehicle on loan under this agreement. The Cooperator must also report stolen federal excess property upon discovery to the DNR in writing and to local Law Enforcement authorities. If the Cooperator does not provide insurance on the vehicle, the vehicle **MUST** be returned to the DNR within thirty (30) days.
- (4) To make the equipment available for inspection, when requested, by a representative of the DNR.
- (5) The Cooperator cannot remove parts without written permission from the DNR.
- (6) The equipment may not be sold, junked, traded, or otherwise disposed of, but must be returned BY THE COOPERATOR to one of the DNR, FRD Repair Shops (Marquette in the Upper Peninsula, Gaylord in the Northern Lower Peninsula, or Rose Lake in the Southern Lower Peninsula), when a vehicle becomes surplus to the fire department's needs. Written notice is to be given to the local forest fire officer before the vehicle is returned.
- (7) Any vehicle provided will not be loaded beyond the manufacturer's recommended load capacity, and comply with the Michigan vehicle code.
- (8) All vehicles provided will be equipped and operated in compliance with the Michigan Vehicle Code and Occupational Standards applicable to their use.
- (9) All vehicles provided will be housed and under the direct control of the fire department, and used for rural and wildland fire protection.
- (10) The Cooperator will notify the DNR immediately in writing in the event of an accident or death involving a vehicle on loan to the Cooperator.
- (11) A State of Michigan license plate will continue to be used on the equipment requiring a license.
- (12) The equipment will be painted DNR red to correspond with the Cooperator's fire equipment and marked with both the Cooperator's identifying decals, and a decal furnished by the DNR.
- (13) The equipment must be converted for use for fire control and placed in fire service within twelve (12) months from date of issue to the Cooperator.
- (14) To train their personnel in proper operation of any equipment provided.

#### IT IS MUTUALLY AGREED:

- (1) **Suppression.** When both agencies are represented at the same fire, the over-all supervisory responsibility shall lie with the agency concerned most directly with the object **actually on fire**. If both types of objects, i.e., structures and vegetation, are on fire simultaneously, each agency shall attend its normal responsibility, and/or play a supporting role to the other, based on a judgment decision as to the values involved or threatened. If immediate action is required, neither agency shall be limited because of the type of object which is burning.
- (2) **Training.** Each agency agrees to attend/participate/assist. in those portions of the other agency's training programs which have a bearing on the individual agency's efficiency to the extent personnel are available.
- (3) **Personal Protection.** DNR employees are not trained nor certified to wear self-contained breathing apparatus. DNR personnel must be advised by the Cooperator when atmospheric conditions are unsafe. DNR employees may work in support of the Cooperator under restricted conditions such as, but not limited to, up wind from the incident or in supply and transport.
- (4) DNR tractors are not intended to be used for purposes other than wildland fire suppressions.
- (5) **Other.** Each agency agrees to lend its support to programs of the other agency which will increase the public awareness of the hazard and destruction of fire and/or make the objectives of this Agreement possible.
- (6) **Employee Compensation.** Each entity is responsible for the compensation of its own employees.
- (7) This agreement constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This agreement supersedes all other prior agreements, and all other communications between the parties relating to this transaction.
- (8) Each provision of this agreement is severable from all other provisions of this agreement and if one or more provisions of this agreement are declared invalid, the remaining provisions of this agreement remain in full force and effect.

Failure to comply with any part of the Agreement will result in the forfeiture of said equipment.

This Agreement is authorized under 1967 PA 7, Part 515 of Act 451 of 1994, as amended; the Federal Cooperative Forestry Assistance Act of 1978; and the Federal Property and Administrative Services Act of 1949.

#### PART II – DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY

NOW THEREFORE, the parties to this agreement, in reference to DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY TRANSFERRED UNDER 10 U.S.C §2576(b), ADMINISTERED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) - FOREST SERVICE.

THE COOPERATOR AGREES TO:

- (1) Request for transfer only DoD firefighting property that can be effectively made usable and put into service for fire fighting or emergency services.
- (2) Convert the equipment into acceptable fire control or emergency response unit within twelve (12) months from the time of acquisition.
- (3) Use the aforementioned equipment only for the suppression of wildfire and/or for other emergencies which threaten the loss of life or property.
- (4) Provide adequate storage and maintenance for the equipment and responsible for all operational cost and repairs.
- (5) Provide access to and the right to examine all records, books papers, or documents relating to the DoD Firefighting Property to the Forest Service, DoD Office of Inspector General, the Comptroller General of the United States, or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives.
- (6) Maintain the equipment in the Cooperator's inventory, as well as maintain property records on the equipment for a minimum of five (5) years after acquisition of said property (i.e. registration, insurance, final disposal). Written permission from the DNR is required to dispose of property retained for less than five (5) years.
- (7) Make available the said equipment for periodic inspection by a duly authorized representative of the DNR until title has been transferred to the Cooperator.
- (8) Maintain the equipment in full readiness at all times.
- (9) Obtain and maintain liability insurance coverage for any vehicles in this agreement.
- (10) The equipment will be painted DNR Red, or to correspond with the Cooperator's fire equipment, and will have all of the Cooperator's identifying decals.
- (11) All vehicles must comply with all State and Federal regulations, as well as vehicle manufacturers loading restrictions.
- (12) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance in State and Federal regulations and program and property management requirements.
- (13) Accept title of said property in the Agency name, not an individual member of the agency.
- (14) Properly register the vehicle to the Cooperator, and provide appropriate license plate, once title has been transferred to the Cooperator.

THE DNR AGREES TO:

The State of Michigan will provide the Cooperator with documentation to transfer title of the above equipment, upon completion of conversion, with proof that the equipment has been placed into emergency service, and is properly insured.

This Agreement will be effective from the date of execution by the DNR – FRD, and will continue in force unless terminated by either party by thirty days (30) written notice to the other, provided, however, all of the provisions herein are complied with.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have hereunto set their hands.

\_\_\_\_\_  
Cooperator – Governing Unit Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cooperator – Governing Unit (Print Name)

\_\_\_\_\_  
Fire Chief Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief (Print Name)

\_\_\_\_\_  
Michigan Department of Natural Resources Forest Resources Division

\_\_\_\_\_  
Date

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## LAFESA FIRE BUDGET 24-25

	<u>Budget</u>	<u>Budget Amendment</u>
Salaries - Permanent	\$ 95,000.00	\$ 100,000.00
Salaries - Part time	\$ 82,040.00	\$ 82,040.00
Salaries - Temporary	\$ 230,000.00	\$ 206,375.34
Social Security	\$ 30,000.00	\$ 30,000.00
Workers Compensation	\$ 20,000.00	\$ 20,000.00
Health Insurance	\$ 20,000.00	\$ 31,000.00
Deferred Compensation	\$ 12,000.00	\$ 12,000.00
<b>PERSONNEL SERVICES</b>	<b>\$ 489,040.00</b>	<b>\$ 481,415.34</b>
Communications	\$ 19,000.00	\$ 19,000.00
Fuel	\$ 15,000.00	\$ 15,000.00
Miscellaneous Expense	\$1,800.00	\$ 1,800.00
Office Supplies	\$ 2,000.00	\$ 2,000.00
Operating Supplies	\$ 50,000.00	\$ 50,000.00
Training	\$ 21,000.00	\$ 21,000.00
Travel Expenses	\$ 5,500.00	\$ 6,000.00
Public Utilities	\$ 18,000.00	\$ 19,500.00
Public Education	\$ 3,000.00	\$ 3,000.00
<b>OPERATING SUPPLIES</b>	<b>\$ 135,300.00</b>	<b>\$ 137,300.00</b>
Legal	\$ 3,000.00	\$ 4,000.00
Accounting	\$ 10,000.00	\$ 10,000.00
Auditing	\$ 5,500.00	\$ 5,500.00
Biocare	\$ 13,000.00	\$ 13,000.00
Kent County Fire	\$ 18,000.00	\$ 18,624.66
Other	\$ 2,500.00	\$ 2,500.00
Insurance	\$ 14,000.00	\$ 14,300.00
Consulting		\$ 2,000.00
<b>PROFESSIONAL SERVICES</b>	<b>\$ 66,000.00</b>	<b>\$ 69,924.66</b>
R&M Building	\$ 12,000.00	\$ 12,000.00
R&M Vehicles	\$ 24,000.00	\$ 24,000.00
R&M Equipment Other	\$ 4,800.00	\$ 6,500.00
Contingency Fund	\$ 20,000.00	\$ 20,000.00
<b>R&amp;M SERVICES</b>	<b>\$ 60,800.00</b>	<b>\$ 62,500.00</b>
<b>TOTAL OPERATING (Less Capital)</b>	<b><u>Budget</u> \$ 751,140.00</b>	<b>\$ 751,140.00</b>



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LAFESA FIRE BUDGET 24-25

TOTAL OPERATING (Less Capital)	<u>Budget</u>	\$	751,140.00
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Fire & Rescue Vehicles

Equipment

CAPITAL EXPENDITURES	<u>Budget</u>	\$	-
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GRAND TOTAL (With Capital)		\$	751,140.00
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SEV (2024 Assessment data)	40%	Amount		Percent Budget		
Lowell Township		\$ 399,926,200.00	37%	14.63%	\$	109,902.41
Vergennes		\$ 448,405,800.00	41%	16.41%	\$	123,224.93
City		\$ 245,003,700.00	22%	8.96%	\$	67,328.66
TOTAL	\$	1,093,335,700.00	100%			

POPULATION (2020 Census)	20%					
Lowell Township		6276	41.4%	8.28%	\$	62,196.12
Vergennes		4741	31.3%	6.26%	\$	46,984.03
City		4142	27.3%	5.46%	\$	41,047.85
TOTAL		15159	100%			

NUMBER OF RUNS (3 yr avg)	40%					
Lowell Township		442	40.0%	16.01%	\$	120,291.26
Vergennes		229	20.7%	8.30%	\$	62,322.85
City		433	39.2%	15.69%	\$	117,841.89
TOTAL		1104	100%		\$	751,140.00

<u>Total Operating (Less Capital)</u>			Payments made Q1-Q3	Quarterly Q4 Payment
Lowell Township	\$	292,389.79	\$ 225,592.95	\$ 66,796.84
Vergennes	\$	232,531.81	\$ 164,605.32	\$ 67,926.49
City	\$	226,218.41	\$ 173,156.73	\$ 53,061.68
	\$	751,140.00		\$ 187,785.00

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