

**Agenda**  
**Annual Meeting of the Alma District Rural-Urban Fire Board**  
**Alma Municipal Building**  
**Monday, October 17**  
**3:00 P.M.**

[\(Anything in Blue is a Clickable Link\)](#)

- I. Call to Order
- II. [Minutes](#) of Rural-Urban Fire Board Regular Meeting September 19, 2022 ..... **Approve**
- III. Monthly Reports.....**Receive**
  - a. [Alma District Fire Department 3<sup>rd</sup> Quarter 2022 Report](#)
  - b. [Alma District Rescue Department 3<sup>rd</sup> Quarter Report](#)
  - c. [Fire Budget Actual Ending September 2022](#)
  - d. [Rescue Budget Actual Ending September 2022](#)
  - e. [Fire Board Check Disbursement Report September 2022](#)
  - f. [Rescue Check Disbursement Report September 2022](#)
- IV. Unfinished Business
  - a. [Final Draft of Fire Department Interlocal Agreement](#).....**Approve**
  - b. [Updated information on Air-Pack](#).....**Discuss**
- V. New Business
  - a. [Ratify Engine #3 Transmission Rebuild not to exceed \\$13,000](#).....**Approve**
  - b. [Ratify Automatic Mutual Aid](#) with Saint Louis Area Fire Department for all structure fires.....**Approve**
  - c. [Fire Report Management Software Update](#).....**Discuss**
- VI. Invitation to the Public
- VII. Next Fire Board Meeting is December 19, 2022 – 3:00 pm @ Alma City Hall
- VIII. Adjournment

A regular meeting of the Rural Urban Fire Board was held at the City Municipal Building. The meeting was called to order at 7:02 a.m. by Alma City Manager Aeric Ripley. A quorum of the Board was present.

*Roll Call*

Board members present: Kevin Beeson, Greg Mapes, Doug Merchant, and Aeric Ripley.  
Board members absent: Ron Hunt (arrived after roll call), Tish Mallory (arrived after roll call), and Daniel Wernick.

Others present: Curtis Dancer and Mark Williams.

**Motion by Beeson, seconded by Mapes, to approve July 18, 2022 minutes, as presented. Motion carried.**

**Voting yes: Beeson, Mapes, Merchant, and Ripley.**

**Voting no: none.**

**Absent: Hunt, Mallory, and Wernick.**

**Motion by Beeson, seconded by Merchant, to approve August 15, 2022 minutes, as presented. Motion carried.**

**Voting yes: Beeson, Mapes, Merchant, and Ripley.**

**Voting no: none.**

**Absent: Hunt, Mallory, and Wernick.**

*Monthly Reports*

**Motion by Beeson, seconded by Mapes, to receive the following monthly reports: Fire Budget Actual Ending August 2022, Rescue Budget Actual Ending August 2022, Fire Board Check Disbursement Report August 2022, Rescue Check Disbursement Report August 2022, Visa Statement for August 2022, and MERS Annual Actuarial Valuation Report.**

Finance Director Curtis Dancer briefly reviewed reports pointing out two changes requested at the last meeting for a separation of the administrative stipend into its own line item, and the addition of an outstanding invoices report.

Board Members Ron Hunt and Tish Mallory arrived at 7:06 a.m.

At a question from Beeson, Dancer explained quarterly billings and noted only one billing was outstanding and payment was expected shortly.

Dancer also explained information included in the MERS Actuarial Report. Discussion followed about level of funding and defined benefit versus defined contribution.

**Motion to receive reports carried.**

**Voting yes: Beeson, Hunt, Mallory, Mapes, Merchant, and Ripley.**

**Voting no: none.**

**Absent: Wernick.**

*New Business*

City Manager Ripley spoke briefly about the proposed Alma District Fire and GESA Ithaca Structure Fire Auto Mutual Aid Agreement. One additional edit for a grammar issue has been made since the last discussion about this item.

Public Safety Director Mark Williams answered questions from board members explaining that the agreement was formerly a handshake agreement between chiefs, and this would formalize and clarify mutual aid assistance. The written agreement will also help to improve ISO ratings. Merchant noted there would be no charge on either part, but response would depend on availability. Mapes expressed concern about overworking firefighters and asked if the agreement with St. Louis should also be formalized. Williams assured members he will be monitoring responses to keep firefighters safe and will keep the Board apprised.

**Motion by Beeson, seconded by Mapes, to approve and adopt the Alma District Fire and Gratiot Emergency Services Authority (GESA) Ithaca Structure Fire Automatic Mutual Aid Agreement and authorize signatures, as necessary. Motion carried.**

**Voting yes: Beeson, Hunt, Mallory, Mapes, Merchant, and Ripley.**

**Voting no: none.**

**Absent: Wernick.**

#### *Unfinished Business*

Ripley presented the Fire Fixed Asset Summary. Beeson asked for replacement values and Williams indicated he would bring those back to the Board. Discussion followed about replacement standards, technology advancements, and battery replacement for future vehicles.

Williams noted Fire Engine #3 will need to be replaced next, and it may become necessary to replace the ladder truck with a truck carrying a longer ladder than the current truck. Additional discussion followed about the ladder truck.

Beeson asked about liquid cash. Dancer reviewed current investments and available cash. Discussion followed.

Ripley moved discussion to the Interlocal Agreement, the last item on the agenda. Discussion followed about the proposed name change from Rural Urban Fire Board to Alma District Fire Board. Ripley will present a final copy for review at the next meeting.

Williams asked to speak to the Board regarding fire packs. He explained changes to MIOSHA regulation that will require fire packs to have a "heads-up" and "buddy" system included by 2025. Williams noted replacement packs are expected to cost approximately \$6,000 each for nineteen (19) packs. He asked the Board to consider allocating \$76,000 in ARPA funds towards replacement of the packs, and he would find the remaining balance in his budget. Discussion followed about using equipment consistent with surrounding agencies to minimize additional training. Mapes asked if additional funds were available from the state since the upgrades were mandated. Williams said he expected grants would be difficult to obtain, as all the state agencies would be vying for any available funds. Additional discussion followed about the benefits of a group order with other agencies.

*Mapes moved to approve \$76,000 in ARPA funds, together with \$20,000 from current budgets, for the purchase of new air packs for the Fire Department. The motion was seconded by Merchant.*

Discussion followed about masks and the additional budget funds and amounts. Ripley asked for clarification of the motion. Additional discussion followed. Beeson suggested simply approving the commitment of ARPA funds. Mapes agreed to amend the original motion.

Additional discussion followed about how to obtain the ARPA funds from the county. Dancer will confirm.

**Motion by Mapes, seconded by Beeson, to approve the commitment of \$76,000 in American Rescue Plan Act (ARPA) funds, towards the purchase of replacement air packs for the Fire Department. Motion carried.**

**Voting yes: Beeson, Hunt, Mallory, Mapes, Merchant, and Ripley.**

**Voting no: none.**

**Absent: Wernick.**

*Public Comment*

No other members of the public were present.

Ripley noted the next meeting is scheduled for October 17, 2022. Discussion followed about changing the meeting dates and times. Members agreed to change to quarterly meetings following final adoption of the Interlocal Agreement, and change the meeting time for the next meeting to 3:00 p.m.

**Motion by Merchant, seconded by Hunt, to adjourn the meeting at 8:27 a.m. Motion carried.**

**Voting yes: Beeson, Hunt, Mallory, Mapes, Merchant, and Ripley.**

**Voting no: none.**

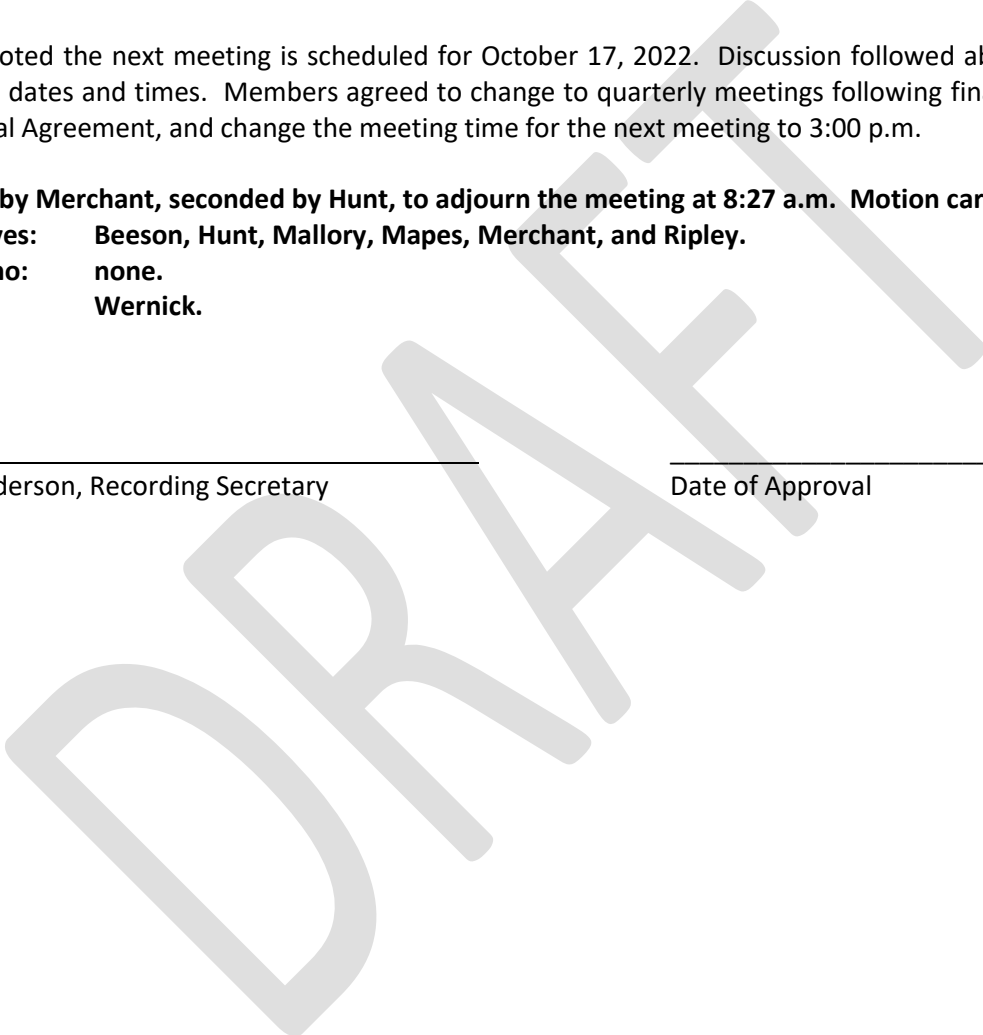
**Absent: Wernick.**

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Sara Anderson, Recording Secretary

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Date of Approval



# Alma District Fire Department

3<sup>rd</sup> Quarter 2022 fire report  
Jim Bailey

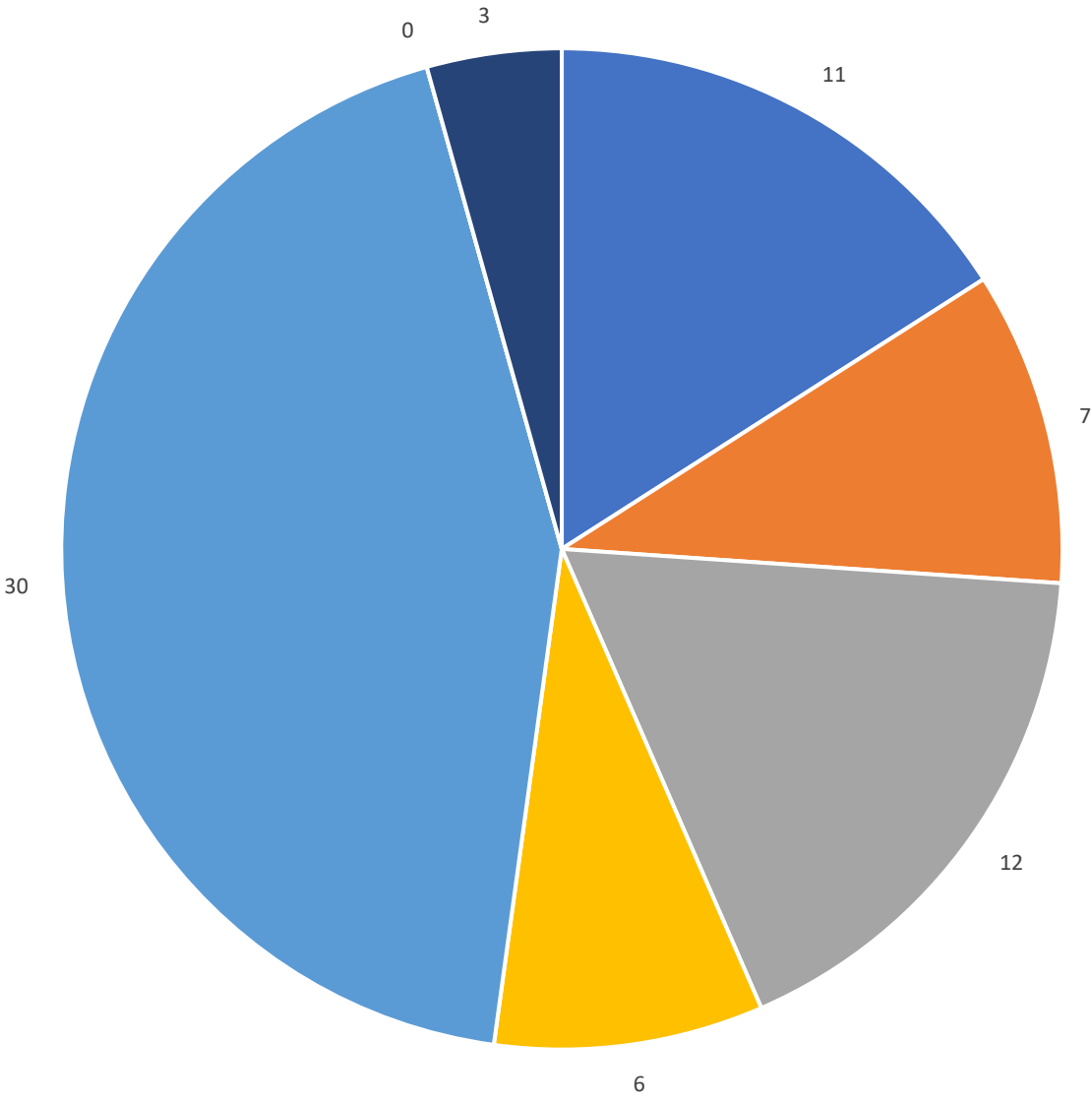
**Fire Attendance Totals**

NAME	TOTAL
Harold House	46
James Bailey	40
Matt Gulick	27
Jack Snyder	36
Todd Snyder	33
Tim Snyder	23
Chad Pratt	23
Cory Irvin	42
John Swaton	38
Dennis Dunlap	36
Hayden Neitzke	31
Stephanie Brown	25
Cayetano Martinez	26
Jamie Jerome	22
Kyle Mapes	22
Mike Karr	48
Justin Bailey	31
Chris Drury	22
Blair Showers	15
Mark Williams	07

\*Complaints were included in the totals\*

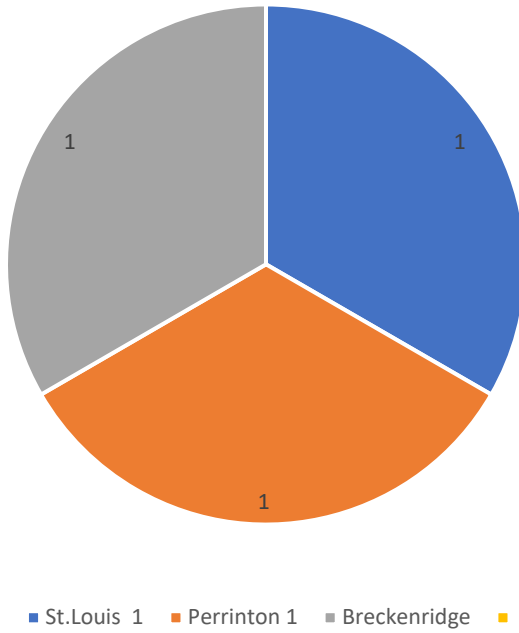
*Firefighters were toned to 50 calls, there were 19 complaints/investigations calls and 3 training nights for a total of 72. Complaints/investigations are handled by officers of the Alma District Fire Department*

# Call for service

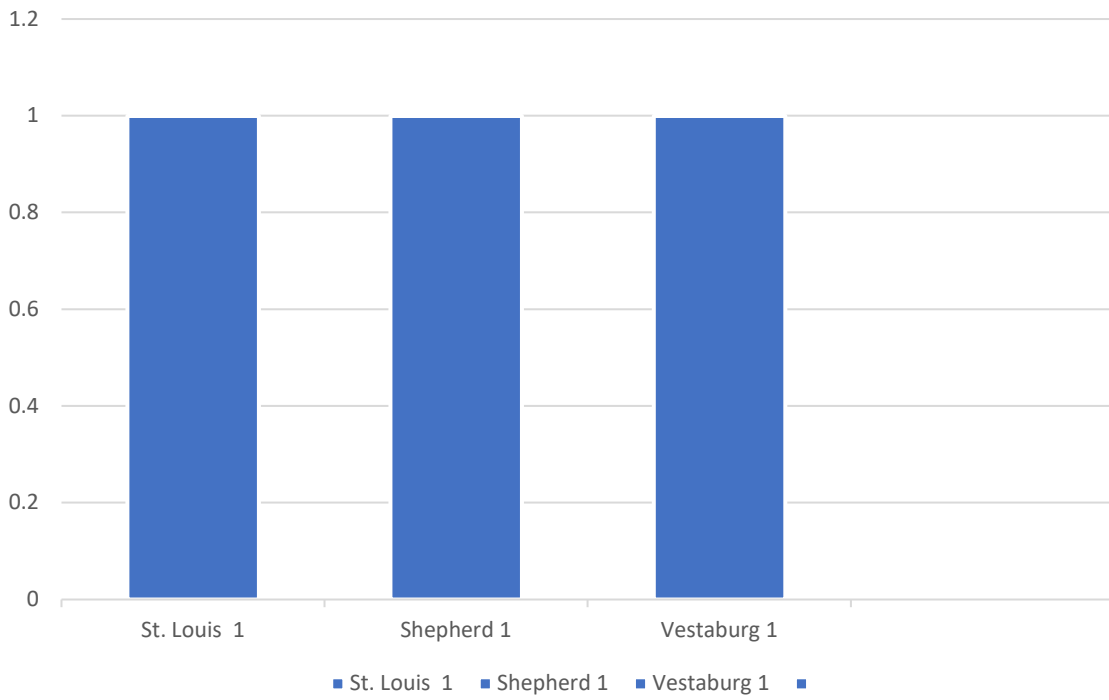


- Pine River TWP 11
- Arcada TWP 7
- Seville TWP 12
- Sumner TWP 6
- City of Alma 30
- Bethony TWP 0
- Mutual Aid 3

### Mutual-aid Call



### One Call for Mutual-aid To ADFD 3 departments





Alma

Fire list by Incident Number  
Alarm Date Between 07-01-2022 And 9-30-2022

Incident	Type	Date	Location	Description	Total Attended
257	FIRE	7/4/2022	1380 Charles Ave	Dumpster Fire	9
259	FIRE	7/8/2022	1341 Wright Ave	Alarm System Sounded	1
262	FIRE	7/11/2022	Wright Ave & Heather Ln	Dispatched & cancelled	21
264	FIRE	7/15/2022	300 E Warwick Dr	Dispatched & cancelled	21
266	FIRE	7/15/2022	127 E Superior St	Dumpster Fire	6
267	FIRE	7/15/2022	218 E Superior St	Passenger Vehicle Fire	12
274	FIRE	7/24/2022	439 E Warwick Dr	Medical Assist	7
297	FIRE	7/24/2022	348 N Grover Ave	Power Lines Down	1
298	FIRE	7/24/2022	116 Holiday St	Power Lines Down	11
317	FIRE	7/29/2022	1411 Michigan Ave	Power Lines Down	10
323	FIRE	8/1/2022	Heather Ln & W Warwick Dr	Motor Vehicle Accident	17
324	FIRE	8/2/2022	1004 Pineview CT	Dispatched & cancelled	21
326	FIRE	8/3/2022	1407 Michigan Ave	Medical Assist	14
327	FIRE	8/4/2022	525 E Superior St	Ring or jewelry removal	1
332	FIRE	8/14/2022	675 W Superior St	Alarm System Sounded	9
333	FIRE	8/16/2022	721 Allen Ave	Lawn Mower Fire	5
334	FIRE	8/16/2022	1325 E Superior St	outside rubbish, trash	13
335	FIRE	8/22/2022	1925 E Superior St	Overheated motor	6
358	FIRE	9/3/2022	632 Gratiot Ave	Dispatched & cancelled	1
359	FIRE	9/6/2022	102 Grassmere Ave	Dispatched & cancelled	1
365	FIRE	9/10/2022	404 Hawthorne St	CO detector activated	1
366	FIRE	9/15/2022	1050 Bridge Ave	Passenger Vehicle Fire	9
367	FIRE	9/16/2022	1525 W Superior St	Dispatched & cancelled	20
368	FIRE	9/16/2022	Pine Ave & Washington Ave	Power Lines Down	1
379	FIRE	9/15/2022	300 E Warwick dr.	Dispatched & cancelled	20
381	FIRE	9/20/2022	408 N State St	Defective Elevator	14
385	FIRE	9/22/2022	E Downie St & Woodworth Ave	Motor Vehicle Accident	7
387	FIRE	9/23/2022	1115 Woodmere St	Alarm System Sounded	1
388	FIRE	9/23/2022	107 Elmwood Ave	Power Lines Down	1
390	FIRE	9/24/2022	315 E Warwick dr.	Alarm System Sounded	7

Total Incident Count 30

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Pine River Township

Fire list by Incident Number  
Alarm Date Between 07-01-2022 And 9-30-2022

Incident	Type	Date	Location	Description	Total Personal Attended
255	FIRE	7/3/2022	Michigan Ave & N Jerome rd.	Natural vegetation Fire	9
258	FIRE	7/8/2022	N US 127 & W Jefferson rd.	Grass Fire	8
261	FIRE	7/10/2022	N US127 & Michigan Ave	Dispatched & cancelled	6
263	FIRE	7/13/2022	N US127 & N Begole rd.	Motor Vehicle Accident	12
265	FIRE	7/15/2022	7600 N Alger rd.	Dispatched & cancelled	21
318	FIRE	7/29/2022	5625 W Monroe rd.	Grass Fire	8
325	FIRE	8/3/2022	S US127 & W Monroe rd.	Motor Vehicle Accident	14
337	FIRE	8/26/2022	N Luce rd. & W Monroe rd.	Motor Vehicle Accident	7
360	FIRE	9/6/2022	S US127 & N County Line rd.	Motor Vehicle Smoking no Fire	5
363	FIRE	9/7/2022	W Monroe RD & N Luce rd.	Motor Vehicle Accident	6
392	FIRE	9/29/2022	N US127 & W Jefferson rd.	Brush and Grass Fire	1
Total Incident Count					11

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Seville Township

Fire list by Incident Number  
Alarm Date Between 07-01-2022 And 9-30-2022

Incident	Type	Date	Location	Description	Total Personal Attended
260	FIRE	7/10/2022	10530 N Lumberjack rd.	Brush and Grass Fire	9
268	FIRE	7/16/2022	W Monroe Rd & N Bliss rd.	Medical Assist	9
272	FIRE	7/20/2022	N US127 & Jefferson rd.	Grass Fire	8
319	FIRE	7/29/2022	W Monroe & Warner rd.	Motor Vehicle Accident	10
321	FIRE	7/30/2022	11334 Lakeside dr.	Grass Fire	10
331	FIRE	8/13/2022	W Lincoln Rd & N Rich rd.	Brush and Grass Fire	1
347	FIRE	8/24/2022	N Warner Rd & W Lincoln rd.	Brush and Grass Fire	10
357	FIRE	9/2/2022	9245 W Adams rd.	Power Lines Down	1
362	FIRE	9/7/2022	6706 N Pingree rd.	Passenger Vehicle Fire	7
380	FIRE	9/17/2022	7546 N Lumberjack rd.	outside Fire	1
384	FIRE	9/21/2022	11640 W Monroe rd.	Building Fire	14
386	FIRE	9/22/2022	10260 N Ferris rd.	outside rubbish, trash	11
Total Incident Count					12

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Sumner Township

Fire list by Incident Number  
Alarm Date Between 07-01-2022 And 9-30-2022

Incident	Type	Date	Location	Description	Total Personal Attended
273	FIRE	7/23/2022	4741 N Lumberjack rd.	Grass Fire	10
316	FIRE	7/29/2022	4894 N. Lumberjack rd.	Alarm System Sounded	1
322	FIRE	7/31/2022	4945 Lasalle St	Alarm System Sounded	1
329	FIRE	8/8/2022	10289 W Polk rd.	Alarm System Sounded	10
336	FIRE	8/26/2022	5728 n Lumberjack rd.	outside rubbish, trash	5
389	FIRE	9/23/2022	4760 N Lumberjack rd.	Passenger Vehicle Fire	10

Total Incident Count      6

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Arcada Township

Fire list by Incident Number  
Alarm Date Between 07-01-2022 And 9-30-2022

Incident	Type	Date	Location	Description	Total Personal Attended
313	FIRE	7/25/2022	5231 N Luce rd.	Grass Fire	1
314	FIRE	7/25/2022	3417 W Tyler rd.	Grass Fire	8
320	FIRE	7/30/2022	3927 W Tyler rd.	Citizen Complaint	1
328	FIRE	8/8/2022	4023 N Alger rd.	CO detector activated	1
361	FIRE	9/6/2022	3382 W Tyler rd.	Motor Vehicle Accident	9
364	FIRE	9/9/2022	5252 N Luce rd.	Gas Leak (natural Gas)	9
383	FIRE	9/21/2022	4107 Arcada dr.	Alarm System Sounded	1

Total Incident Count      7

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Mutual-Aid

Fire list by Incident Number  
Alarm Date Between 07-01-2022 And 9-30-2022

Incident	Type	Date	Location	Description	Total Personal Attended
271	FIRE	7/19/2022	3685 W Shephard rd.	Dispatched & cancelled	20
315	FIRE	7/26/2022	3688 S Farris rd.	Dispatched & cancelled	20
Total Incident Count		2			

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**Alma**  
Investigation Count by District  
 Fire list by Incident Number  
 Alarm Date Between 07-01-2022 And 9-30-2022

City Of Alma

Incident	Type	Date	Location	Description
259	FIRE	7/8/2022	1341 Wright Ave	Alarm System Sounded
297	FIRE	7/24/2022	348 N Grover Ave	Power Lines Down
327	FIRE	8/4/2022	525 E Superior St	Ring or jewelry removal
358	FIRE	9/3/2022	632 Gratiot Ave	Dispatched & cancelled
359	FIRE	9/6/2022	102 Grassmere Ave	Dispatched & cancelled
365	FIRE	9/10/2022	404 Hawthorne St	CO detector activated
368	FIRE	9/16/2022	Pine Ave & Washington Ave	Power Lines Down
387	FIRE	9/23/2022	1115 Woodmere St	Alarm System Sounded
388	FIRE	9/23/2022	107 Elmwood Ave	Power Lines Down
Total 9				

Arcada Township

Incident	Type	Date	Location	Description
313	FIRE	7/25/2022	5231 N Luce rd.	Grass Fire
320	FIRE	7/30/2022	3927 W Tyler rd.	Citizen Complaint
328	FIRE	8/8/2022	4023 N Alger rd.	CO detector activated
383	FIRE	9/21/2022	4107 Arcada rd.	Alarm System Sounded
Total 4				

Pine River Township

Incident	Type	Date	Location	Description
392	FIRE	9/29/2022	N US127 & W Jefferson rd.	Brush and Grass Fire
Total 1				

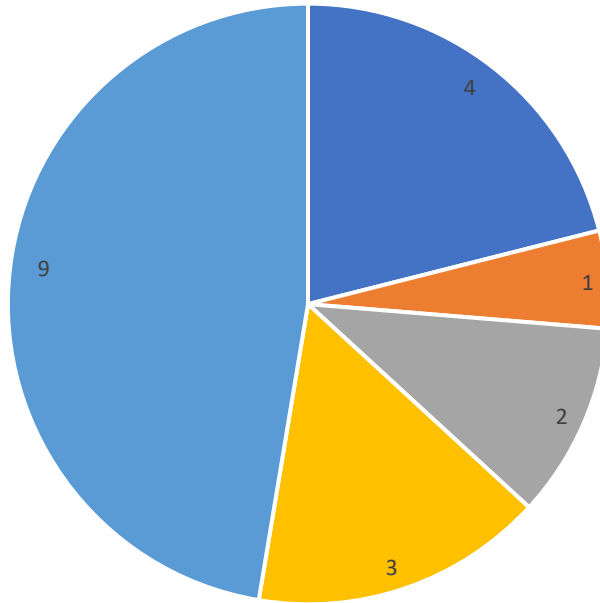
Seville Township

Incident	Type	Date	Location	Description
331	FIRE	8/13/2022	W Lincoln Rd & N Rich rd.	Brush and Grass Fire
357	FIRE	9/2/2022	9245 W Adams rd.	Power Lines Down
380	FIRE	9/17/2022	7546 N Lumberjack rd.	outside Fire
Total 3				

Sumner Township

Incident	Type	Date	Location	Description
316	FIRE	7/29/2022	4894 N. Lumberjack rd.	Alarm System Sounded
322	FIRE	7/31/2022	4945 Lasalle St	Alarm System Sounded
Total 2				

### Investigations by District



■ Arcadia TWP 4   ■ Pine River TWP 1   ■ Sumner TWP 2   ■ Siville TWP 3   ■ City Of Alma 9



















User: CDANCER

DB: Alma

PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 09/30/2022	ACTIVITY FOR MONTH 09/30/2022	AVAILABLE BALANCE	% BDGT USED
<b>Fund 597 - RURAL URBAN FIRE BOARD FUND</b>						
Revenues						
Dept 336.000 - FIRE & RESCUE						
597-336.000-607.000	FEES	0.00	10.00	10.00	(10.00)	100.00
597-336.000-626.000	SERVICE CHARGES	550,000.00	340,619.75	0.00	209,380.25	61.93
597-336.000-665.000	INTEREST	1,500.00	0.00	0.00	1,500.00	0.00
597-336.000-677.000	OTHER REVENUE	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 336.000 - FIRE & RESCUE		552,500.00	340,629.75	10.00	211,870.25	61.65
TOTAL REVENUES		552,500.00	340,629.75	10.00	211,870.25	61.65
Expenditures						
Dept 336.000 - FIRE & RESCUE						
597-336.000-702.000	SALARIES/WAGES	245,000.00	46,678.49	22,925.13	198,321.51	19.05
597-336.000-703.000	OVERTIME	5,000.00	402.50	253.74	4,597.50	8.05
597-336.000-714.000	FRINGE BENEFITS	67,000.00	24,436.69	6,682.45	42,563.31	36.47
597-336.000-715.000	EMPLOYEE TRAINING	8,000.00	0.00	0.00	8,000.00	0.00
597-336.000-717.000	OTHER EMPLOYMENT EXPENSE	1,000.00	175.00	0.00	825.00	17.50
597-336.000-730.000	MEDIA ADVERTISING	350.00	0.00	0.00	350.00	0.00
597-336.000-740.000	MATERIALS/SUPPLIES	12,000.00	2,615.36	6.79	9,384.64	21.79
597-336.000-741.000	UNIFORMS/SAFETY EQUIPMENT	33,000.00	180.00	180.00	32,820.00	0.55
597-336.000-743.000	FUEL	5,000.00	2,557.64	1,192.58	2,442.36	51.15
597-336.000-746.000	TOOLS/EQUIPMENT	25,000.00	913.95	44.95	24,086.05	3.66
597-336.000-780.000	MAINTENANCE PARTS	5,150.00	0.00	0.00	5,150.00	0.00
597-336.000-781.000	TIRES	5,000.00	0.00	0.00	5,000.00	0.00
597-336.000-801.000	CONTRACT FEES	24,000.00	4,617.30	900.50	19,382.70	19.24
597-336.000-802.000	LEGAL FEES	1,000.00	168.00	168.00	832.00	16.80
597-336.000-810.000	ISF-ACCOUNTING SERVICES	35,000.00	8,750.00	0.00	26,250.00	25.00
597-336.000-922.000	COMMUNICATIONS	8,000.00	1,412.84	937.30	6,587.16	17.66
597-336.000-960.000	INSURANCE	18,000.00	2,857.00	0.00	15,143.00	15.87
Total Dept 336.000 - FIRE & RESCUE		497,500.00	95,764.77	33,291.44	401,735.23	19.25
Dept 336.304 - FIRE PREVENTION WEEK						
597-336.304-740.000	MATERIALS/SUPPLIES	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 336.304 - FIRE PREVENTION WEEK		2,500.00	0.00	0.00	2,500.00	0.00
Dept 904.000 - DEPRECIATION						
597-904.000-968.000	DEPRECIATION	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 904.000 - DEPRECIATION		50,000.00	0.00	0.00	50,000.00	0.00
TOTAL EXPENDITURES		550,000.00	95,764.77	33,291.44	454,235.23	17.41
Fund 597 - RURAL URBAN FIRE BOARD FUND:						
TOTAL REVENUES		552,500.00	340,629.75	10.00	211,870.25	61.65
TOTAL EXPENDITURES		550,000.00	95,764.77	33,291.44	454,235.23	17.41
NET OF REVENUES & EXPENDITURES		2,500.00	244,864.98	(33,281.44)	(242,364.98)	9,794.60

User: CDANCER

DB: Alma

PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 09/30/2022	ACTIVITY FOR MONTH 09/30/2022	AVAILABLE BALANCE	% BDGT USED
<b>Fund 598 - RESCUE FUND</b>						
Revenues						
Dept 336.000 - FIRE & RESCUE						
598-336.000-626.000	SERVICE CHARGES	62,800.00	36,450.00	0.00	26,350.00	58.04
598-336.000-665.000	INTEREST	250.00	0.00	0.00	250.00	0.00
Total Dept 336.000 - FIRE & RESCUE		63,050.00	36,450.00	0.00	26,600.00	57.81
TOTAL REVENUES		63,050.00	36,450.00	0.00	26,600.00	57.81
Expenditures						
Dept 336.000 - FIRE & RESCUE						
598-336.000-702.000	SALARIES/WAGES	22,000.00	7,198.40	3,400.00	14,801.60	32.72
598-336.000-705.000	SALARIES AND WAGES - OTHER	10,000.00	10,000.00	0.00	0.00	100.00
598-336.000-714.000	FRINGE BENEFITS	4,000.00	1,154.37	316.28	2,845.63	28.86
598-336.000-715.000	EMPLOYEE TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
598-336.000-717.000	OTHER EMPLOYMENT EXPENSE	350.00	0.00	0.00	350.00	0.00
598-336.000-730.000	MEDIA ADVERTISING	200.00	0.00	0.00	200.00	0.00
598-336.000-740.000	MATERIALS/SUPPLIES	1,800.00	0.00	0.00	1,800.00	0.00
598-336.000-741.000	UNIFORMS/SAFETY EQUIPMENT	2,000.00	0.00	0.00	2,000.00	0.00
598-336.000-743.000	FUEL	1,250.00	427.32	71.18	822.68	34.19
598-336.000-746.000	TOOLS/EQUIPMENT	3,000.00	0.00	0.00	3,000.00	0.00
598-336.000-780.000	MAINTENANCE PARTS	1,000.00	0.00	0.00	1,000.00	0.00
598-336.000-801.000	CONTRACT FEES	1,000.00	0.00	0.00	1,000.00	0.00
598-336.000-802.000	LEGAL FEES	1,000.00	0.00	0.00	1,000.00	0.00
598-336.000-815.000	ISF-PUBLIC WORKS SERVICES	3,200.00	0.00	0.00	3,200.00	0.00
598-336.000-922.000	COMMUNICATIONS	2,000.00	0.00	0.00	2,000.00	0.00
598-336.000-960.000	INSURANCE	2,000.00	317.00	0.00	1,683.00	15.85
Total Dept 336.000 - FIRE & RESCUE		57,800.00	19,097.09	3,787.46	38,702.91	33.04
Dept 904.000 - DEPRECIATION						
598-904.000-968.000	DEPRECIATION	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 904.000 - DEPRECIATION		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES		62,800.00	19,097.09	3,787.46	43,702.91	30.41
Fund 598 - RESCUE FUND:						
TOTAL REVENUES		63,050.00	36,450.00	0.00	26,600.00	57.81
TOTAL EXPENDITURES		62,800.00	19,097.09	3,787.46	43,702.91	30.41
NET OF REVENUES & EXPENDITURES		250.00	17,352.91	(3,787.46)	(17,102.91)	6,941.16



Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
<b>Fund: 597 RURAL URBAN FIRE BOARD FUND</b>							
09/14/2022	13	394 (E)	SPEEDWAY	AUGUST FUEL	743.000	336.00	629.74
09/14/2022	13	99150	Alma Hardware	SUPPLIES	740.000	336.00	6.79
				SUPPLIES	746.000	336.00	44.95
				CHECK 13 99150 TOTAL FOR FUND 597:			<u>51.74</u>
09/14/2022	13	99178	Frontier	ACCOUNT NUMBER 989-197-0120-102914-5	922.000	336.00	62.92
09/28/2022	13	99250	CHROUCH COMMUNICATIONS	SERVICE	922.000	336.00	100.00
				SERVICE	922.000	336.00	772.87
				CHECK 13 99250 TOTAL FOR FUND 597:			<u>872.87</u>
09/28/2022	13	99263	Fortino, Plaxton & Costanzo	SERVICE	802.000	336.00	168.00
				Total for fund 597 RURAL URBAN FIRE BOARD FUND			1,785.27

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
<b>Fund: 598 RESCUE FUND</b>							
09/14/2022	13	394 (E)	SPEEDWAY	AUGUST FUEL	743.000	336.00	128.96
Total for fund 598 RESCUE FUND							128.96

## **FIRE DEPARTMENT INTERLOCAL AGREEMENT**

THIS AGREEMENT is made among the City of Alma ("Alma"), the Township of Arcada ("Arcada"), the Township of Sumner ("Sumner"), the Township of Seville ("Seville"), and the Township of Pine River ("Pine River"), collectively referred to as the Townships, all located in the County of Gratiot, State of Michigan. This Agreement shall be effective the day after it has been approved by Alma and all of the Townships. This Agreement is based upon the following facts.

1. Alma and the Townships have cooperated in the operation of fire protection services for nearly 50 years.
2. Alma and the Townships wish to continue their cooperation with regard to fire protection services.
3. Public Act 35 of 1951, as amended ("Act 35"), concerning intergovernmental contracts between municipal corporations (MCL 124.1 et seq; MSA 5.4081 et seq) and Public Act 8 of 1967 (Ex Sess), as amended ("Act 8"), concerning urban cooperation (MCL 124.531 et seq; MSA 5.4087[1] et seq) provide authority for Alma and the Townships to contract to provide cooperative intergovernmental fire protection services.

In consideration of their mutual obligations described in this Agreement, the City and the Townships agree as follows.

### **I. CONFIRMATION OF CREATION AND NAME OF FIRE DEPARTMENT.**

Pursuant to Act 35 and Act 8, as referred to above, the City and the Townships confirm the existence of a municipal fire department, which shall be known as the Alma District Fire Department (the "Department"), established according to the terms of this Agreement.

### **II. GENERAL PURPOSE.**

The general purpose of the Department is to provide fire protection services, together with such additional services as may subsequently be delegated to the Department by Alma and the Townships, to the Alma Fire District. The Alma Fire District is described in Article VIII of this Agreement.

### **III. MANAGEMENT.**

This Agreement shall be administered by the Alma District Fire Board (the "Fire Board") established pursuant to Section 5 of Act 8, with only such powers as are provided in this Agreement. The Fire Board shall consist of seven voting members, including the Supervisor of each of the Townships, Alma's City Manager and two other individuals appointed by and who serve at the pleasure of Alma's City Commission (either or both of these two other individuals may be members of Alma's City Commission).

Subject to the authority granted to the Fire Board by virtue of this Agreement, the Department shall be managed by Alma according to Alma's Charter and the laws, rules and regulations applicable to Alma as a municipal corporation in the State of Michigan.

**IV. EMPLOYEES IN THE DEPARTMENT.**

All employees in the Department shall be employees of Alma. Subject to the financial constraints established by the annual budget approved by the Fire Board, and except as described below, all employment decisions concerning the employees in the Department, including without limitation their hire, assignment, promotion, demotion, discipline, suspension and termination, shall be made by Alma.

Although Alma shall have the final authority to make the appointment and to terminate the appointment of the highest ranking State-certified firefighter in the Department, Alma shall neither make or terminate that appointment until it first consults with the Fire Board about the proposed appointment or the proposed termination. If the highest ranking State-certified firefighter in the Department is not a person whose primary job responsibility is fire suppression services, then the parties may agree to instead apply this paragraph to the highest ranking State-certified firefighter in the Department whose primary job responsibility is fire suppression services.

All employees in the Department are employed by Alma at will, subject to immediate termination by Alma with or without cause and with or without notice.

**V. FIRE BOARD MEETINGS.**

The Fire Board shall hold no less than 4 meetings (quarterly) each year. Those meetings shall take place on the third Monday of January, April, July, and October. Should the third Monday of any of those months fall on a holiday, that month's meeting shall take place within 7 days of the originally scheduled meeting date to be set and noticed by the Board.

Emergency meetings shall be called and noticed to the public when a request is made to the board chair or the vice chair if the board chair is not available, by at least two members of the fire board.

The annual budget meeting of the fire board shall be held on the third Monday of January. At the annual meeting the board shall elect the vice-chair of the board after nominations and a majority vote. The board shall also receive the fire department annual report from the Fire Chief and Director.

Notice of any meeting other than the annual meeting shall be given either orally or in writing to each member of the Fire Board at least 24 hours prior to the time set for the meeting. The notice shall state the date and hour of the meeting and the purpose for which the meeting is called.

No business shall be transacted at the meeting except for the business stated in the notice. A quorum for the transaction of any business by the Fire Board shall consist of not less than four Fire Board members. When a quorum is present at a meeting of the Fire Board, a majority of those in attendance shall decide any question brought before the Fire Board unless otherwise provided in this Agreement.

**VI. FIRE BOARD OFFICERS.**

The Alma City Manager shall function as the chairperson of the Fire Board. In the absence of the Alma City Manager, the vice chair shall function as the chairperson of the Fire Board. The Fire Board shall also have a secretary and a treasurer.

The chairperson shall preside at all meetings of the Fire Board and shall have the right to vote on all items of business.

The secretary shall be Alma's City Clerk and shall not be a member of the Fire Board. The secretary shall keep an accurate record of the proceedings of the Fire Board at all meetings and shall keep such other records and give such notices as the Fire Board shall from time to time direct.

The treasurer shall be Alma's Finance Director and shall not be a member of the Fire Board. The treasurer shall have charge of all the funds and shall disburse them in accordance with Alma's normal procedures.

**VII. BUDGET PREPARATION.**

Alma shall compile a proposed total annual budget for the next fiscal year of July 1 through June 30, listing the costs reasonably necessary to provide good and sufficient fire protection within the designated jurisdiction. The proposed budget shall consist of an operating portion and a capital portion. The operating portion shall include costs for personnel, firefighter compensation, supplies, rent, insurance, equipment maintenance and repair, equipment replacement, vehicle fuel, and other miscellaneous potential needs. Alma shall compile and provide to each Fire Board member monthly account statements showing all the expenditures made for the Department since the preceding Fire Board meeting. Account statements will be provided via email if no board meeting during the month. Each Fire Board member shall have the right to inspect the financial records of the Department upon request.

The proposed budget shall be submitted to the Fire Board the January "Annual Budget Meeting" for the fiscal year beginning the following July 1. The Fire Board shall have 30 days after the budget submission to approve the budget with at least five affirmative votes, or to request its modification by a majority vote of a quorum present at a Fire Board meeting. If the Fire Board fails to take any action within 30 days, it will be presumed to have approved the proposed budget. If the Fire Board fails to approve the budget within 30 days after submission and then fails to approve the budget with at least five affirmative votes by the time the fiscal year begins on July 1, and if the Agreement has not been terminated by Alma or any of the Townships according to the terms of this Agreement, then the procedure in the following paragraphs of this Article VII shall be used.

The previous year's approved budget, plus a percentage to reflect the change in the cost of living during the previous fiscal year, minus any significant expenses or purchases during the previous fiscal year which were not intended to be continued in the current fiscal year (the "adjusted previous year's approved budget"), shall be used for the first six months of the current fiscal year. During those first six months, the Fire Board shall continue to try to approve with at least five affirmative votes a new budget for the current fiscal year. If the Fire Board is successful, the new budget shall then be used. If the Fire Board is not successful, the adjusted previous year's approved budget shall be used for the second six months of the current fiscal year, during which Alma and the Townships shall terminate this Agreement effective at the conclusion of the current fiscal year, according to Article XV below.

For purposes of the preceding paragraph, last year's budget, plus the Consumer Price Index shall be used.

Each Department budget shall specify significant expenses or purchases which are not intended to be continued in future fiscal years, in the event that in the following fiscal year the adjusted previous year's approved budget must be used because of the failure of the Fire Board to approve a new budget.

**VIII. DESIGNATED JURISDICTION.**

The designated jurisdiction of the Department, in addition to any jurisdiction applicable to the Department pursuant to mutual aid agreements, shall include all of the land within the geographical boundaries of Alma, Sumner and Seville, and portions of Arcada and Pine River.

Specifically, the designated jurisdiction of the Department shall include the following portion of Pine River: Property bounded by the eastern side of Rich Road at Lincoln; running north to the southern side of North County line; running east to the southbound lanes of US-27, including the southbound State Road exit; running west to the Alma City limits, then north and then west to the western side Charles/Smith Road; then south, west and south along the Alma City limits to the northern side of Lincoln Road, then westward to the beginning point at Rich Road.

Specifically, the designated jurisdiction of the Department shall include the following portion of Arcada: Property bounded by the eastern side of Rich Road at Lincoln, running south to the northern side of Washington Road; then east to the western side of Alger Road; then north to the northern side of St. Charles; then east to the western side of Begole; then north to the northern side of Tyler; then east to the western side of State Road; then north to the southern side of Lincoln; then west to the Alma City limits; then south, west and south around the Alma City limits to the northern side of Van Buren Road; then west to Alma City limits; then north to Lincoln, then westward to the beginning point at Rich Road.

This designated jurisdiction of the Department shall be known as the Alma Fire District (the "District").

**IX. INSURANCE.**

As part of the Department's budget for each fiscal year and in accordance with Alma's risk management program, Alma shall include the purchase of liability insurance to insure the Department and the Fire Board against liability incurred in the rendering of fire protection services, as well as any other services provided by the Department and the Fire Board and allowed by this Agreement. Alma shall purchase the insurance as the primary insured, and the Townships shall be listed as additional named insureds on the policy. However, the amount and extent of insurance coverage may not be sufficient to insure Alma and the Townships completely and to pay all expenses incurred by them, including without limitation attorneys' fees and judgements. Alma and the Townships acknowledge that they may have liabilities relative to the operation of the Department which are not covered by insurance. Therefore, Alma and the Townships agree to each hold harmless and indemnify all of the others, including without limitation the others' elected and appointed officials, employees and agents, for any loss or damage or cost of any kind whatsoever caused by the Department rendering services within the boundaries of the indemnifying party to this Agreement, to the extent that the loss or damage or related cost is not covered by the insurance. Any underinsured and/or uninsured loss or

damage or cost is the legal responsibility of the party within which the incident giving rise to such loss or damage or cost occurs.

**X. FIRE PERSONNEL.**

The Department shall seek to provide adequate training for fire personnel to qualify them for the duties of their respective positions.

**XI. BUDGET ALLOCATION.**

Alma and the Townships shall each contribute to the Department a pro-rated share of the Fire Board's approved budget. The payments shall be made in four equal amounts, on or by July 1, October 1, January 1 and April 1. Late payments shall incur late payment penalties equal to 18 percent per year.

The amount of the budget to be paid by each party to this Agreement shall be determined by a formula. The total annual budget of the Fire Board shall be borne by each party in the same proportion as each party's number of fire runs compared to the total number of fire runs for all parties during the four (4) year period immediately preceding budget approval.

**XIII. DISBURSEMENTS.**

All disbursements associated with the operation of the Department will be made by the treasurer according to Alma's purchasing and budgeting procedures, and in accordance with the Department's budget, and all receipts shall be collected by the treasurer in the treasurer's capacity as Alma's Finance Director. The financial transactions of the Department shall be accounted for in a separate fund maintained by the treasurer. Financial reports including revenues and expenditures will be provided to all Fire Board members at each meeting of the Fire Board.

**XIV. TERM AND AMENDMENT.**

A. This Agreement may be amended by joint action of the Alma City Commission and the Township Boards of each of the Townships, which amendment shall be reduced to writing and signed by the authorized representatives of Alma and the Townships.

B. The term of this Agreement shall be from the date of its approval by all the parties until June 30, 2025. The Agreement shall then automatically be renewed for successive one-year terms, until June 30 of each subsequent year. However, this renewal shall not take place and this Agreement shall terminate on a particular June 30 if, no later than the April 30 immediately preceding the June 30 termination, Alma or any Township Board has adopted a resolution of termination and provided timely written notice to the other parties to this Agreement. Written notice of the termination shall be sent to the Clerks of the other parties to this Agreement, to be received by such Clerks no later than the April 30 preceding the June 30 termination. In that event, all parties to this Agreement shall take or shall be deemed to have taken joint action to terminate this Agreement on that particular June 30, pursuant to Section 6 of Act 8.

**XV. DISSOLUTION.**

A. If any party to this Agreement takes action to terminate the Agreement, the remaining parties who took no such action to terminate shall have the first option to purchase equipment and

material from the Department. If none of the remaining parties wants to purchase any particular equipment or material, the terminating party may purchase it.

The purchase price for the party's acquisition of such equipment and material shall be the fair market value of the equipment and material, reduced by the percentage of the annual budget for the Department contributed by the purchasing party during the time the equipment and material in question were purchased. The fair market value shall be established by an appraiser selected by the Fire Board with at least five affirmative votes. If the Fire Board is unable to select an appraiser, the parties agree that the Gratiot County Circuit Court will be asked and empowered to appoint an appraiser for this purpose.

If more than one non-terminating party (or subsequently more than one terminating party) want to purchase the same equipment or material, the party which has contributed the most toward the purchase price of the equipment or material shall be given priority.

Notwithstanding the above, if any party has contributed more than 50 percent of the purchase price of any equipment or material, that party shall be given priority to purchase the equipment or material in question, regardless of which party took action to terminate this Agreement.

B. Upon termination of this Agreement, to the extent equipment and material being disposed of by the Department is not governed by A above, the equipment and material shall be sold or otherwise disposed of by the Department, and the proceeds from the sale or other disposal together with any fund balance remaining shall be split between Alma and the Townships according to the percentage of the annual budget for the Department which has been contributed by Alma and the Townships, respectively, during the term of this Agreement, including any renewals of it.

XVI. SAVINGS CLAUSE.

Should any portion of this Agreement be declared unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall be unaffected by the portion declared unenforceable.

XVII. MISCELLANEOUS.

Neither this Agreement nor any rights under it may be assigned nor may any duty be delegated without the prior written consent of Alma and the Townships. Any attempt to assign or delegate rights or duties without prior written consent shall be void. All notices and other documents to be served and transmitted under this Agreement shall be in writing and addressed to the Clerks of the respective parties or such other person or persons as shall be specified by the parties from time to time; the notices or other documents may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This Agreement is an integrated contract. It contains the full understanding of the parties and supersedes all other understandings, agreements or conditions, written or oral, regarding the subject matter of this Agreement. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way to amplify or



modify its terms and provisions. This Agreement shall be enforceable only by the parties and their successors in interest by virtue of any assignment which is not prohibited under the terms of this Agreement; no other person shall have the right to enforce any of the provisions of this Agreement. Any attached Exhibits are incorporated by reference as though fully stated in this Agreement. No amendment, modification or waiver shall be effective unless in writing and signed by all of the parties. All rights and remedies set forth in this Agreement are cumulative and are in addition to any other legal or equitable rights and remedies.

Final October 17, 2022

**CITY OF ALMA**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its Clerk

Dated: \_\_\_\_\_

**ARCADA TOWNSHIP**

By: \_\_\_\_\_  
Its Supervisor

By: \_\_\_\_\_  
Its Clerk

Dated: \_\_\_\_\_

**TOWNSHIP OF SUMNER**

By: \_\_\_\_\_  
Its Supervisor

By: \_\_\_\_\_  
Its Clerk

Dated: \_\_\_\_\_

**TOWNSHIP OF SEVILLE**

By: \_\_\_\_\_  
Its Supervisor

By: \_\_\_\_\_  
Its Clerk

Dated: \_\_\_\_\_

**TOWNSHIP OF PINE RIVER**

By: \_\_\_\_\_  
Its Supervisor

By: \_\_\_\_\_  
Its Clerk

Dated: \_\_\_\_\_

Final October 17, 2022

The above Agreement was reviewed and approved by resolution of the City Commission of the City of Alma, which resolution authorized execution of the Agreement by the Alma Mayor and the Alma Clerk, and which resolution was adopted on \_\_\_\_\_, 2022.

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Alma City Clerk

The above Agreement was reviewed and approved by resolution of the Township Board of the Township of Arcada, which resolution authorized execution of the Agreement by the Arcada Supervisor and the Arcada Clerk, and which resolution was adopted on \_\_\_\_\_, 2022.

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Arcada Township Clerk

The above Agreement was reviewed and approved by resolution of the Township Board of the Township of Sumner, which resolution authorized execution of the Agreement by the Sumner Supervisor and the Sumner Clerk, and which resolution was adopted on \_\_\_\_\_, 2022.

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Sumner Township Clerk

The above Agreement was reviewed and approved by resolution of the Township Board of the Township of Seville, which resolution authorized execution of the Agreement by the Seville Supervisor and the Seville Clerk, and which resolution was adopted on \_\_\_\_\_, 2022.

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Seville Township Clerk

The above Agreement was reviewed and approved by resolution of the Township Board of the Township of Pine River, which resolution authorized execution of the Agreement by the Pine River Supervisor and the Pine River Clerk, and which resolution was adopted on \_\_\_\_\_, 2022.

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Pine River Township Clerk

