

**OSHTEMO CHARTER TOWNSHIP BOARD  
7275 West Main Street  
Kalamazoo, MI 49009  
269.375.4260**

**March 12, 2019  
BOARD WORK SESSION  
6:00 p.m.  
AGENDA**

- A. Call to Order
- B. Public Comment
- C. Update from Kalamazoo County
- D. Discussion on Proposed West Main Corridor Improvement Authority
- E. Discussion with KATS
- F. Other Updates and Business

**REGULAR MEETING  
7:15 p.m.  
AGENDA**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Comment on Non-Agenda Items
- 4. Consent Agenda
  - a. Approve Minutes – February 26, 2019 (Regular Meeting)
  - b. Receipts & Disbursements Report
  - c. PAR Funds Agreement with Road Commission for Sewer Related Project
  - d. Survey Agreement with Driesenga for Drake Path Construction Staking
- 5. Tribute in Honor of Dave Bushouse by State Representatives
- 6. Consideration of Marijuana Establishments Ordinance – Second Reading
- 7. Discussion on Fire Department Standard Operating Guidelines & Policy Software
- 8. Other Township Business
- 9. Public Comment
- 10. Board Member Comments
- 11. Adjournment

**Policy for Public Comment  
Township Board Regular Meetings, Planning Commission & ZBA Meetings**

All public comment shall be received during one of the following portions of the Agenda of an open meeting:

a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email ([oshtemo@oshtemo.org](mailto:oshtemo@oshtemo.org)), walk-in visits, or by appointment.

b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name, but it is not required.

All public comment offered during public hearings shall be directed, and relevant, to the item of business on which the public hearing is being conducted. Comment during the Public Comment Non-Agenda Items may be directed to any issue.

All public comment shall be limited to four (4) minutes in duration unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting.

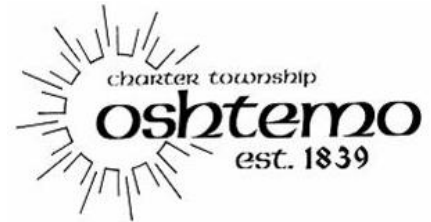
Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which does not follow these guidelines.

(adopted 5/9/2000)  
(revised 5/14/2013)  
(revised 1/8/2018)

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday 8:00 am - 5:00 pm, and on Friday 8:00 am - 1:00 pm. Additionally, questions and concerns are accepted at all hours through the website contact form found at [www.oshtemo.org](http://www.oshtemo.org), email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to [oshtemo@oshtemo.org](mailto:oshtemo@oshtemo.org) and it will be directed to the appropriate person.

Oshtemo Township Board of Trustees		
<b>Supervisor</b>		
Libby Heiny-Cogswell	216-5220	<a href="mailto:libbyhc@oshtemo.org">libbyhc@oshtemo.org</a>
<b>Clerk</b>		
Dusty Farmer	216-5224	<a href="mailto:dfarmer@oshtemo.org">dfarmer@oshtemo.org</a>
<b>Treasurer</b>		
Grant Taylor	216-5221	<a href="mailto:gtaylor@oshtemo.org">gtaylor@oshtemo.org</a>
<b>Trustees</b>		
Cheri L. Bell	372-2275	<a href="mailto:cbell@oshtemo.org">cbell@oshtemo.org</a>
Deb Everett	375-4260	<a href="mailto:deverett@oshtemo.org">deverett@oshtemo.org</a>
Zak Ford	271-5513	<a href="mailto:zford@oshtemo.org">zford@oshtemo.org</a>
Ken Hudok	548-7002	<a href="mailto:khudok@oshtemo.org">khudok@oshtemo.org</a>

Township Department Information		
<b>Assessor:</b>		
Kristine Biddle	216-5225	<a href="mailto:assessor@oshtemo.org">assessor@oshtemo.org</a>
<b>Fire Chief:</b>		
Mark Barnes	375-0487	<a href="mailto:mbarnes@oshtemo.org">mbarnes@oshtemo.org</a>
<b>Ordinance Enf:</b>		
Rick Suwarsky	216-5227	<a href="mailto:rsuwarsky@oshtemo.org">rsuwarsky@oshtemo.org</a>
<b>Parks Director:</b>		
Karen High	216-5233	<a href="mailto:khigh@oshtemo.org">khigh@oshtemo.org</a>
Rental Info	216-5224	<a href="mailto:oshtemo@oshtemo.org">oshtemo@oshtemo.org</a>
<b>Planning Director:</b>		
Julie Johnston	216-5223	<a href="mailto:jjohnston@oshtemo.org">jjohnston@oshtemo.org</a>
<b>Public Works:</b>		
Marc Elliott	216-5236	<a href="mailto:melliott@oshtemo.org">melliott@oshtemo.org</a>



# Memorandum

**Date:** March 12, 2019

**To:** Township Board

**Subject:** KATS

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## KATS Organization Update

Please refer to: <https://katsmpo.org/> for additional information.



# Memorandum

**Date:** March 7, 2019  
**To:** Township Board  
**From:** Marc Elliott, P.E., Director of Public Works  
**Subject:** Survey Agreement with Driesenga & Associates, Inc. for Drake Road Path Construction Staking

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## **OBJECTIVE**

Obtain Board approval for a contract with Driesenga & Associates, Inc. to provide survey and staking services for the Drake Road non-motorized facility that will be constructed in 2019.

## **BACKGROUND**

Viridis Design Group was selected to design the Drake Road non-motorized facility and manage the construction; however, Viridis does not have in-house surveying capabilities. Surveying and staking is required to ensure the non-motorized facility is built according to the engineering design.

## **DISCUSSION**

Viridis solicited survey and staking bids from several companies and recommends Driesenga & Associates, Inc. to be awarded the contract. Driesenga & Associates, Inc. will complete all surveying and staking for \$4,450.

By contracting directly with Driesenga & Associates, Inc., Oshtemo avoids a contract administration fee from Viridis.

## **ATTACHMENT**

1. Driesenga & Associates, Inc. Surveying and Staking Services Contract





# **DRIESENKA & ASSOCIATES, INC.**

**Engineering • Surveying • Testing**

552 S. 8<sup>th</sup> Street  
Kalamazoo, MI. 49009  
Ph. (269) 544-1455 • Fax (269) 353-7836  
[www.driesenga.com](http://www.driesenga.com)

March 5, 2019

Attn: John McCann  
VIRIDIS DESIGN GROUP  
313 North Burdick Street  
Kalamazoo, MI 49007

**Re: Proposal for Construction Staking Services  
Drake Road Non-Motorized Path  
Kalamazoo, MI**

Dear Mr. McCann,

We have reviewed the information available for the above-referenced project, and are pleased to offer this proposal for construction surveying and staking services.

Our estimate assumes that final construction plan sheets, including all addenda, will be provided to us at the client's expense in both hard copy and AutoCAD format. This is necessary to create the digital working file that our field crews download into our total station survey equipment. We also assume that all relevant property corners or control points will be in place prior to the commencement of staking and that requested staking will entail a *full day's work*.

Our scope of field service would consist of staking the following items one (1) time unless indicated differently. Repeated trips to the site to stake individual items, excessive plan revisions, and repeated requests for re-staking will result in the total fee being higher. Staking of any items beyond the following described scope of services will be performed on a time and material basis or at a predetermined fee. An additional per trip fee to be determined by Driesenga & Associates, Inc. will be applied for additional trips beyond the proposed trip amount. Please plan accordingly.

## **CONTRACTOR STAKING SERVICES**

1. Stake and grade asphalt path;
2. Stake and grade crossing improvements;
3. Stake grading easements:

We propose to conduct the above described project in **four (4)** trips for an estimated fee of \$4,450.

The cost of obtaining required CAD files is not included in the above estimates. Cost (if any) for obtaining said CAD files is determined by the architect and usually in the \$300 - \$500 range.



We appreciate this opportunity to be of service. Please feel free to contact us with any questions regarding this proposal, or sign and return the attached Professional Services Authorization if you would like us to get started on the project.

Sincerely,

**DRISENGA & ASSOCIATES, INC.**

Dustin R. Thornton  
Survey Group Manager





**PROFESSIONAL SERVICES AUTHORIZATION**

This Professional Services Authorization, the attached Terms and Conditions, and the Proposal referenced below constitute the entire agreement between Driesenga & Associates, Inc. and the Client with respect to the services to be rendered in accordance with the Proposal. The Terms and Conditions and Proposal are a part of this authorization, are incorporated herein by reference, and are accepted and approved by execution of this Professional Services Authorization by an authorized representative of the Client. **Please provide the requested invoicing information, then sign, date, and return this agreement as authorization for Driesenga & Associates, Inc. to proceed as proposed.**

Client Name: Oshtemo Charter Township  
Project Name: Drake Road Non-Motorized Path  
Project Location: Oshtemo Township, MI  
Date of Proposal: 3/05/2019 Estimated Fee: \$4,450

**Send Invoice To:**  
Company Name: Oshtemo Charter Township  
Attention: Amanda McMillon  
Mailing Address: 7275 W. Main Street  
City, State, Zip: Kalamazoo, MI 49009  
Telephone Number: 269-375-4260 Email Address: amcmillon@oshtemo.org  
Federal Tax ID or Social Security: \_\_\_\_\_

**The undersigned hereby understands and accepts the proposed fee, terms, and conditions stated herein and in the above-referenced proposal and attached Terms and Conditions, and the undersigned is authorized by Client to execute this contract on behalf of Client. See paragraph 15 of attached Terms and Conditions.**

Oshtemo Charter Township  
(Client/Company Name)

Driesenga & Associates, Inc.

By (Signature) Elizabeth Heiny-Cogswell

By (Signature) \_\_\_\_\_

Dustin Thornton

By (Print/Type) \_\_\_\_\_

By (Print/Type) \_\_\_\_\_

Supervisor

Survey Group Manager

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

3/05/2019

Date \_\_\_\_\_





## TERMS AND CONDITIONS

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize Driesenga & Associates, Inc. (D&A) to proceed with work either by signing a "Professional Services Authorization" or by issuance of an acknowledgment, confirmation, purchase order or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to D&A. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT must furnish full information as to requirements when requested and make pertinent existing data available.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate D&A at hourly billing rates in effect when services are provided by D&A employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Unless stipulated otherwise, CLIENT shall compensate D&A for Reimbursable Expenses defined as: Those costs incurred on or directly for CLIENT Project, including, but not limited to, government fees, necessary transportation costs (including mileage at D&A current rate for service vehicles and automobiles), meals and lodging, laboratory tests and analyses, computer services, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing and binding charges, and outside technical or professional services. Reimbursement for these Expenses shall be on the basis of actual charges plus 10% when furnished by outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by D&A.
5. **COST ESTIMATES.** Any cost estimates of other contractors' work will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, D&A cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
6. **PROFESSIONAL STANDARDS.** D&A shall be responsible to the generally accepted standards of ordinary and reasonable skill and care usually exercised by other practicing professional engineers and surveyors at the time and location such services are rendered. No warranty, express or implied, is included or intended in its proposals, contracts, or reports.
7. **TERMINATION.** Either CLIENT or D&A may terminate this Authorization by giving ten (10) days written notice to the other party. In such event, CLIENT shall pay D&A in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of D&A) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30% of all charges previously incurred. Upon receipt of such payment, D&A will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** D&A may, in its sole discretion, engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by D&A hereunder, and CLIENT agrees that D&A shall not be responsible for, or in any manner guarantee, the performance of such subcontractors, nor shall D&A be liable for any negligent acts, errors, or omissions of any such subcontractor.
9. **PAYMENT TO D&A.** Invoices will be issued on a monthly basis or upon completion of the work product, whichever occurs sooner, payable upon receipt unless otherwise agreed. Interest of 1.5% per month (but not exceeding the maximum rate allowed by law) will be payable on all amounts not paid within 30 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

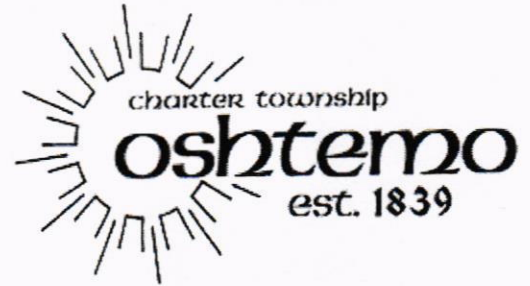
CLIENT agrees to pay on a current basis, in addition to any proposal or contact fee understandings, all taxes, including but not limited to, sales taxes on services or related expenses which may be imposed on D&A by any government entity.

In addition to any other remedies D&A may have, D&A shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** D&A has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. D&A shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of engineering or surveying services hereunder does not imply risk-sharing on the part of D&A.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, D&A's total liability to CLIENT for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise is, in the aggregate, limited to an amount no greater than the fee earned under this authorization. A higher limit of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.
12. **INDEMNIFICATION.** CLIENT agrees to defend, indemnify, and hold D&A harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by D&A's performance of services hereunder, except for injury or loss caused solely by the negligence or willful misconduct of D&A.
13. **LEGAL EXPENSES.** In the event of a claim by CLIENT against D&A, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its services, and to the extent CLIENT fails to prove such claim, then CLIENT shall pay all costs, including attorney's fees, incurred by D&A in defending itself against the claim.
14. ~~**OWNERSHIP OF WORK PRODUCT.** D&A shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or magnetic media form. CLIENT shall be authorized to use the copies provided by D&A only in connection with the PROJECT. Any use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to D&A.~~
15. **AUTHORITY OF REPRESENTATIVE.** The representative of CLIENT executing this agreement hereby represents that he or she is authorized by CLIENT to execute it on behalf of CLIENT. If CLIENT later asserts that the representative was not authorized to execute this agreement, then representative acknowledges and agrees that representative shall be held responsible for payment of all fees and expenses incurred for services rendered by D&A in accordance with this agreement.



# Memo



**To:** Oshtemo Charter Township Board  
**From:** James W. Porter *JWP*  
**Date:** March 12, 2019  
**Subject:** Proposed Prohibition of Marihuana Establishments Ordinance

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## **OBJECTIVE**

To accept for second reading a proposed Ordinance prohibiting marihuana establishments in the Township.

## **BACKGROUND**

As you are aware with Initiated Law 1 of 2018, recreational marihuana was approved by the Michigan voters. It authorized a number of facilities to be located in townships unless they opted out. Currently, the State is working on regulations that would oversee these operations, but until those regulations are enacted, it is impossible for the Legal Department to provide you with an Ordinance to regulate these facilities. Therefore, I am recommending that we temporarily prohibit them until such time as the State enacts its regulations, and the Board can move forward in a fully-informed manner.

## **INFORMATION PROVIDED**

I have attached hereto a copy of the proposed Ordinance prohibiting marihuana establishments, pursuant to Initiated Law 1 of 2018. I have also attached a copy of a proposed Press Release which would explain to the public that this is basically a temporary measure until such time as the State enacts regulations, and the Township can move forward with a general and zoning ordinance to address these types of operations in the community.

## **STATEMENT OF WHAT YOU ARE ASKING BOARD TO APPROVE**

To adopt proposed Ordinance.

CHARTER TOWNSHIP OF OSHTEMO ORDINANCE NO. \_\_\_\_

Adopted: \_\_\_\_\_, 2019

Effective: \_\_\_\_\_, 2019

An Ordinance to provide a title for the Ordinance; to define words; to prohibit marihuana establishments within the boundaries of Oshtemo Charter Township pursuant to Initiated Law 1 of 2018, MCL 333.27951 *et seq.*, as may be amended; to provide penalties for violation of this Ordinance; to provide severability; to repeal all Ordinance or parts of Ordinances in conflict therewith; and to provide an effective date.

THE CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN,  
ORDAINS:

SECTION I. TITLE.

This Ordinance shall be known and cited as the “Oshtemo Charter Township Prohibition of Marihuana Establishments Ordinance.”

SECTION II. DEFINITIONS.

Words used herein shall have the definitions as provided for in Initiated Law 1 of 2018, MCL 333.27951 *et seq.*, as may be amended.

SECTION III. NO MARIHUANA ESTABLISHMENTS.

Oshtemo Charter Township hereby prohibits all marihuana establishments within the boundaries of the Township pursuant to Initiated Law 1 of 2018, MCL 333.27951 *et seq.*, as may be amended.

SECTION IV. VIOLATIONS AND PENALTIES.

1. Any person who disobeys, neglects or refuses to comply with any provision of this Ordinance or who causes, allows or consents to any of the same shall be deemed to be responsible for the violation of this Ordinance. A violation of this Ordinance is deemed to be a nuisance per se.



2. A violation of this Ordinance is a municipal civil infraction, for which the fines shall not be less than \$100 nor more than \$500, in the discretion of the Court. The foregoing sanctions shall be in addition to the rights of the Township to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the Township incurs in connection with the municipal civil infraction.

3. Each day during which any violation continues shall be deemed a separate offense.

4. In addition, the Township may seek injunctive relief against persons alleged to be in violation of this Ordinance, and such other relief as may be provided by law.

5. This Ordinance shall be administered and enforced by the Ordinance Enforcement Officer of the Township or by such other person(s) as designated by the Township Board from time to time.

SECTION V. SEVERABILITY.

The provisions of this Ordinance are hereby declared to be severable. If any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of such Ordinance which shall continue in full force and effect.

SECTION VI. REPEAL.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION VII. EFFECTIVE DATE.

This Ordinance shall take effect \_\_\_\_\_, 2019.

DUSTY FARMER, CLERK  
OSHTEMO CHARTER TOWNSHIP



# Memo



**To:** Libby Heiny-Cogswell, Township Supervisor

**From:** M. Barnes, Fire Chief

**Date:** March 7, 2019

**Re:** Request Purchase of Lexipol to accomplish a total departmental operations policy rewrite.

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## Objective

Two questions arose from last months board meeting in reference to our request to purchase a proven bank of fire department policies & procedures. This memo is intended to answer those questions.

## Information

### **1. Will this conflict with existing Township policies found within the Handbook?**

No. Although the goal is to resuscitate our internal departmental level operational policies, there are many protentional benefits to Oshtemo Township as the governing agency. If Oshtemo so chooses, there are numerous documents within this system that they may wish to use as enhancements or supplements to the existing handbook.

Lexipol is designed to provide a totally encapsulating service to all types of fire agencies. That includes private services and LLC's which are their own governing body. Therefore, those agencies must develop policies which we recognize to be in the preview of the Township. Examples include hiring and termination, employee benefits, and human resources such as Family Medical Leave Act (FMLA) or even our latest on Internet, Media and Computer usage (appendix G). These are NOT the policies that this department will be delving into.

Also, the Lexipol's system is not intended to be adopted in its entirety as a quick single action. This service is a bank of tested and proven policies as depicted in the table of contents provided in the previous memo. Use what you want.

At the department level, our process will start by completing a rather extensive background questionnaire provided by Lexipol. That will paint the picture of how Oshtemo's department is organized and functions. Things like rank structure, types of firefighting employees (full-time, paid on-call, volunteer, civilians...), as well as a listing of services that are provided (non-transporting EMS @ MFR level, trench rescue...) and are not provided (ice rescue, high angle...). These features are then fed into Lexipol's system which then tailors the base documents to reflect our current system.

We are then given full access to a library of draft policies and procedures that are initially personalized to our organization. However, that is only the beginning. Depending on the specific topic, these draft documents are then reviewed by various department members or committees.

Texas Township has been with Lexipol for just over a year. To date, they have filtered, altered and adopted about 100 policies and procedures from their Lexipol bank. And they are not done.



### Added Benefit

Another segment of the Lexipol service, is to provide employee training called Daily Training Bulletins (DTB). These provide a scenario which encompasses use of department procedure and takes about 6 minutes to complete. This service will not be instituted until a significant number of policies have been put in place.

## **2. Cost Benefit**

*Experience:* No single fire agency has the nationwide level of experience that has been encapsulated in Lexipol's staff. They have spent years gathering subject matter experts to compile this bank of information.

*Continuous Updates:* Over time, changes to laws and regulations dictate the need to update existing policies or even develop new ones. The same is true for procedures that are impacted by our collective leaning and the findings of science. Lexipol regularly provides these important updates.

*Legal Expertise.* Where applicable, Lexipol provides references to federal and state specific laws and regulations which govern these policies. Attached is an example titled "Personal Protective Equipment" (PPE). Use and care of our PPE is governed by the Federal Code of Regulations (CFR) and the State of **Michigan** (Michigan Compiled Laws (MCL)). Those requirements are cited within the policy i.e. (29 CFR 1310.132; MCL 408.1014).

Fire departments do not typically have on-staff legal departments to provide the research needed to provide these citations. As for Oshtemo Township, although we are blessed to have in-house counsel, it would need to be doubled in size or more to take on this mission.

### **Summary**

It is time to transform our outdated three-ring policy binder into a continuously updated, always-accessible system that will improve firefighter understanding. Doing so will increase safety which reduces exposure to injury, liability and costly mistakes while improving efficiency.



SAMPLE

# Personal Protective Equipment

## 914.1 PURPOSE AND SCOPE

The purpose of this policy is to reasonably protect [Anytown Fire Department] members by providing and maintaining, at no cost to the member, personal protective equipment (PPE), safety devices and safeguards for workplace activities (29 CFR 1910.132; MCL 408.1014). PPE information related to patient care is found in the Communicable Diseases Policy.

## 914.2 POLICY

It is the policy of the [Anytown Fire Department] to provide PPE and safeguards of the proper type, design, strength and quality needed to reasonably eliminate, preclude or mitigate a hazard.

The [Anytown Fire Department] shall also establish a written maintenance, repair, servicing and inspection program for protective clothing and equipment to reduce the safety and health risks associated with improper selection, poor maintenance, inadequate care, excess wear and improper use of PPE.

## 914.3 PPE STANDARDS AND REQUIREMENTS

The [Department/Agency] will provide approved PPE that is appropriate for the hazard to members who are located in a workplace where there is a risk of injury. Members shall be expected to wear the PPE any time there is a risk of exposure to a hazard. PPE shall include all of the following guidelines, requirements and standards (29 CFR 1910.132; MCL 408.1014; Mich. Admin. Code, R 408.17431 et seq.):

- (a) The PPE provided shall minimally meet the standards approved by the American National Standards Institute (ANSI) and established by the National Fire Protection Association (NFPA) or other recognized authority (Mich. Admin. Code, R 408.17405).
- (b) When no authoritative standard exists for PPE or a safety device, the use of such equipment shall be subject to inspection and acceptance or rejection by the [Division Chief] in charge of the [Division] where the equipment will be used.
- (c) PPE shall be distinctly marked so as to facilitate easy identification of the manufacturer.
- (d) The [Training Manager] shall ensure that the member is properly instructed and uses PPE in accordance with the manufacturer's instructions (Mich. Admin. Code, R 408.17411).
- (e) The [Department/Agency] shall ensure that all PPE, whether provided by the [Department/Agency] or the member, complies with the applicable state standards (Mich. Admin. Code, R 408.17405).
- (f) Members are responsible for maintaining their assigned PPE in a safe and sanitary condition.
- (g) Supervisors are responsible for ensuring that all PPE is maintained in a safe and sanitary condition.



- (h) PPE shall be of such design, fit and durability as to provide adequate protection against the hazards for which they are designed.
- (i) PPE shall be reasonably comfortable and shall not unduly encumber member movements that are necessary to perform work.
- (j) Supervisors shall ensure that all members use appropriate PPE.
- (k) Supervisors shall not knowingly allow defective or damaged PPE to be used (Mich. Admin. Code, R 408.13310).
- (l) Members shall use all of the PPE provided by the [Department/Agency] as directed (Mich. Admin. Code, R 408.13310).
- (m) PPE shall include protection of the foot, leg, hand, body, face, eye and head.
- (n) PPE required to meet a nationally recognized standard shall either bear a manufacturer's label or be certified in writing by the manufacturer as being in compliance with the applicable standard.

#### **914.3.1 HEAD PROTECTION**

Members working in locations where there is a risk of head injuries from flying or falling objects and/or electric shock and burns shall wear an approved protective helmet. Each protective helmet shall bear the original marking required by the ANSI standard under which it was approved. At a minimum, the marking shall identify the manufacturer, the ANSI designated standard number and date, and the ANSI designated class of helmet. Where there is a risk of injury from hair entanglements in moving parts of machinery, combustibles or toxic contaminants, members shall confine their hair to eliminate the hazard (29 CFR 1910.135; MCL 408.1014; Mich. Admin. Code, R 408.17433).

Helmets shall be provided to all members who engage in or are exposed to the hazards of structural firefighting. Protective hoods shall be provided to all members who engage in structural firefighting or are exposed to fire hazards during emergency operations. Members who are provided head protection shall keep it in a location that allows immediate response to structural fires or other emergency operations (Mich. Admin. Code, R 408.17433). Head protection shall be used while riding in cabs or tiller seats that are not enclosed (Mich. Admin. Code, R 408.17431).

The [Department/Agency] shall provide any other primary head protection appropriate for a given specific hazard to all members exposed, or potentially exposed, to the specific hazard. Supervisors shall assess potential emergency operation scenes to determine what hazards requiring head protection are present, or likely to be present, and match the head protection to the particular hazard (Mich. Admin. Code, R 408.17433).

#### **914.3.2 FACE AND EYE PROTECTION**

Members working in locations where there is a risk of eye injuries, such as punctures, abrasions, contusions or burns from contact with flying particles, hazardous substances, projectiles or injurious light rays that are inherent in the work or environment, shall be safeguarded by means of face or eye protection. Suitable screens or shields isolating the hazardous exposure may be considered adequate safeguarding for nearby members. The



[Department/Agency] shall provide and require that members wear approved face and eye protection suitable for the hazard and in accordance with previously cited national standards (29 CFR 1910.133; MCL 408.1014; Mich. Admin. Code, R 408.17433).

Supervisors shall assess potential emergency operation scenes to determine what hazards requiring face and eye protection are present, or likely to be present, and ensure the appropriate face and eye protection are used. While conducting emergency operations, the requirement of face and eye protection shall be met by one of the following (Mich. Admin. Code, R 408.17433):

- (a) Helmet face shield and primary eye protection
- (b) Breathing apparatus face piece
- (c) Primary eye protection and secondary means of face protection

Eye protection shall be used while riding in cabs or tiller seats that are not enclosed (Mich. Admin. Code, R 408.17431).

Members who are provided face and eye protection shall keep them in a location that allows immediate response to structural fires or other emergency operations (Mich. Admin. Code, R 408.17433).

### **914.3.3 BODY PROTECTION**

Body protection may be required for members whose work exposes parts of their bodies that are not otherwise protected from hazardous or flying substances or objects. Clothing appropriate for the work being done shall be worn. Loose sleeves, tails, ties, lapels, cuffs or other loose clothing that can be entangled in moving machinery shall not be worn. Clothing saturated with flammable liquids, corrosive substances, irritants or oxidizing agents shall either be removed and not worn until properly cleaned, or shall be destroyed.

Members shall be provided with both protective coats and protective trousers, or a protective coverall, if they are assigned to engage in structural firefighting or will be exposed to fire hazards during emergency operations. The protective coat, trouser and coverall shall meet the applicable requirements of Mich. Admin. Code, R 408.17405 (29 CFR 1910.132; MCL 408.1014; Mich. Admin. Code, R 408.17432).

### **914.3.4 HAND PROTECTION**

Hand protection shall be required for members whose work involves unusual and excessive exposure of hands to cuts, burns, harmful physical or chemical agents or radioactive materials that are encountered and capable of causing injury or impairment.

Hand protection (e.g., gloves) shall not be worn where there is a danger of the hand protection becoming entangled in moving machinery or materials. Use of hand protection around smooth-surfaced rotating equipment does not constitute an entanglement hazard if it is unlikely that the hand protection will be drawn into the danger zone.

Wristwatches, rings or other jewelry should not be worn while working with or around machinery with moving parts in which such objects may be caught or around electrical equipment (29 CFR 1910.138; MCL 408.1014).

Hand protection shall be provided to all members who engage in or are exposed to the



hazards of emergency operations and shall meet the applicable requirements of Mich. Admin. Code, R 408.17405 (Mich. Admin. Code, R 408.17435).

#### **914.3.5 FOOT PROTECTION**

Appropriate foot protection shall be required for members who are exposed to foot injuries from electrical hazards; hot, corrosive or poisonous substances; falling objects; or crushing or penetrating actions, or who are required to work in abnormally wet locations. Footwear that is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries shall not be worn. Footwear shall be appropriate for the hazard and shall comply with recognized national standards (29 CFR 1910.136; MCL 408.1014; Mich. Admin. Code, R 408.17434).

#### **914.3.6 LEG PROTECTION**

Leg protection shall be provided to all members who engage in or are exposed to the hazards of emergency operations and shall comply with recognized national standards (Mich. Admin. Code, R 408.17405; Mich. Admin. Code, R 408.17434).

#### **914.4 SELECTION, CARE AND MAINTENANCE OF PPE**

PPE exists to provide the member with an envelope of protection from multiple hazards and repeated exposures. For structural firefighting, PPE is a system of components designed to work as an ensemble. Typical firefighting PPE consists of a hood, helmet, jacket, trousers, gloves, wristlets and footwear. A program for selection, care and maintenance of PPE consists of the following.

##### **914.4.1 SELECTION**

The PPE selection process should be conducted through a labor-management committee utilizing members from labor and representatives from management.

Prior to procurement, a risk assessment may be performed to include expected hazards, frequency of use, past experiences, geographic location and climatic conditions. The selection process should evaluate comparative information on all ensemble elements to ensure they will interface and perform based on the risk assessment. The process should consider the following:

- (a) PPE performance expectations, to include thermal and physiological effects
- (b) Style and design for user comfort and wear performance
- (c) Construction for quality, durability and garment life
- (d) Manufacturer ability to meet performance demand requirements, technical information, service, warranty and customer support needs

##### **914.4.2 INSPECTION**

There are two primary types of PPE inspection (Mich. Admin. Code, R 408.17431):

**Routine inspection** - Each [firefighter] shall conduct a routine inspection of his/her issued PPE each time the elements are exposed or are suspected of having been exposed to damage or contamination.



1. Coat, trousers, gloves and hood should be checked for the following:
  - (a) Soiling
  - (b) Contamination from hazardous materials or biological agents
  - (c) Physical damage, such as:
    - Rips, tears and cuts
    - Damaged/missing hardware and closure systems
    - Thermal damage, such as charring, burn holes and melting
    - Damaged or missing reflective trim
    - Shrinkage
    - Loss of elasticity or flexibility at openings
2. Helmets should be checked for the following:
  - (a) Soiling
  - (b) Contamination from hazardous materials or biological agents
  - (c) Physical damage to the shell, such as:
    1. Cracks, crazing (small cracks), dents and abrasions
    2. Thermal damage to the shell, such as bubbling, soft spots, warping or discoloration
  - (d) Physical damage to ear flaps, such as:
    1. Rips, tears and cuts
    2. Thermal damage, such as charring, burn holes and melting
  - (e) Damaged or missing components of suspension and retention systems
  - (f) Damaged or missing components of the goggle system including:
    1. Discoloration
    2. Crazing (small cracks)
    3. Scratches to goggle lens, limiting visibility
  - (g) Damaged or missing reflective trim
3. Footwear should be checked for the following:
  - (a) Soiling
  - (b) Contamination from hazardous materials or biological agents
  - (c) Physical damage, such as:
    1. Cuts, tears and punctures
    2. Thermal damage, such as charring, burn holes and melting
    3. Exposed or deformed steel toe, steel midsole and shank



#### 4. Loss of water resistance

**Advanced inspection** - Advanced inspection of PPE ensembles and elements shall be conducted a minimum of every 12 months or whenever routine inspections indicate a problem may exist.

Advanced inspections shall only be conducted by trained and certified employees or a manufacturer-approved vendor certified to conduct advanced inspections. All findings from advanced inspections shall be documented on an inspection form. Universal precautions shall be observed, as appropriate, when handling elements. Advanced inspections shall include, at a minimum, the inspection criteria outlined in the recognized national standards of Mich. Admin. Code, R 408.17405.

#### **914.4.3 CLEANING AND DECONTAMINATION**

The following rules and restrictions shall apply to the cleaning and decontamination of PPE (Mich. Admin. Code, R 408.17431):

- (a) Soiled and contaminated PPE elements shall not be taken home, washed in the home or washed in public laundries unless the business is dedicated to handling firefighting protective clothing.
- (b) Commercial dry cleaning shall not be used.
- (c) The [Department/Agency] will examine the manufacturer's label and user information for specific cleaning instructions.
- (d) Chlorine bleach or chlorinated solvents shall not be used to clean or decontaminate PPE elements.
- (e) Scrubbing or spraying with high-velocity water jets, such as a power washer, shall not be used.
- (f) All contract cleaning or decontamination businesses shall demonstrate procedures for cleaning and decontamination that do not compromise the performance of PPE ensembles and elements. [Department/Agency] standards identify and define three primary types of cleaning: routine, advanced and specialized.
  - **Routine cleaning** - After each use, any elements that are soiled shall receive routine cleaning. It is the [firefighter]'s responsibility to routinely clean his/her PPE ensemble or elements using the following process:
    - (a) When possible, initiate cleaning at the incident scene.
    - (b) Brush off any dry debris.
    - (c) Gently rinse off debris with a water hose.
    - (d) If necessary, scrub gently with a soft bristle brush and rinse off again if necessary. Spot clean utilizing a utility sink.
    - (e) Inspect for soiling and contamination and repeat the process if necessary.



- (f) All elements shall be air-dried in an area with good ventilation. Do not dry in direct sunlight or use a machine dryer.
- **Advanced cleaning** - Should routine cleaning fail to render the elements clean enough to be returned to service, advanced cleaning is required. In addition, elements that have been issued, used and soiled shall undergo advanced cleaning every six months, at a minimum.
  - (a) The [department/agency]'s Health and Safety Officer (HSO) shall manage all advanced cleaning utilizing a qualified contract cleaner.
  - (b) Advanced cleaning will be coordinated with the HSO by either the crew or by the individual. Loaner PPE will be provided for any member scheduled to work.
  - (c) Station laundering machines shall not be used to clean PPE elements.
- **Specialized cleaning** - PPE elements that are contaminated with hazardous materials or biological agents shall undergo specialized cleaning as necessary to remove the specific contaminants.
  - (a) The PPE elements that are contaminated or suspected to be contaminated shall be isolated, tagged, bagged and removed from service until they undergo specialized cleaning to remove the specific contaminant. All bagged PPE shall include the member's name, company and shift. Universal precautions shall be observed when handling known or suspected contaminated PPE elements. For more information on decontamination of PPE after exposure, refer to the Communicable Diseases Policy.
  - (b) The [department/agency]'s HSO shall manage all specialized cleaning and will utilize a qualified contract cleaner. The [Department/Agency], if possible, shall identify the suspected contaminant and consult the manufacturer for an appropriate decontamination agent and process.
  - (c) PPE that is used by more than one member shall be cleaned or sanitized before reassignment (Mich. Admin. Code, R 408.17431).

#### **914.4.4 MAINTENANCE AND CLEANLINESS OF EYE AND FACE PROTECTION**

The following apply to the maintenance and cleaning of eye and face protection (Mich. Admin. Code, R 408.13313):

- (a) A face or eye protector shall be kept clean and in good repair.
- (b) Cleaning facilities for protectors shall be provided away from the hazard, but readily accessible to the wearer.
- (c) A slack, worn-out, sweat-soaked, knotted or twisted headband shall be replaced.
- (d) A face or eye protector is a personal item and shall be for exclusive use of the person to whom it is issued. If circumstances require reissue, the protector shall be in good condition and thoroughly cleaned and sanitized.



#### **914.4.5 REPAIR OF PPE**

The [department/agency]'s HSO shall manage all PPE repairs utilizing a manufacturer-recognized repair facility. All elements shall be subject to an advanced or specialized cleaning before any repair work is done. Loaner PPE is available to members while repairs are being made (Mich. Admin. Code, R 408.17431).

#### **914.4.6 ISSUING PPE**

All PPE ensembles or elements shall be issued through the [department/agency]'s HSO. All fittings shall be completed by the HSO and/or by a manufacturer's representative.

- Members shall only use [department/agency]-issued PPE.
- Members shall minimize the public's exposure to soiled or contaminated PPE and avoid wearing PPE to non-fire related emergencies.
- Members shall not wear PPE inside station living quarters or other [department/agency] facilities.

#### **914.4.7 STORAGE OF PPE**

The parameters for the storage of all PPE ensembles or elements include the following:

- (a) PPE shall not be stored in direct sunlight or exposed to direct sunlight when it is not being worn.
- (b) PPE shall be clean, dry and well ventilated before storage.
- (c) PPE shall not be stored in airtight containers unless the container is new and unused.
- (d) PPE shall not be stored at temperatures below 40 degrees or above 180 degrees.
- (e) PPE shall be stored in a protective case or bag to prevent damage if stored in compartments or trunks.
- (f) PPE shall not be subjected to sharp objects, tools or other equipment that could damage the ensemble or elements.
- (g) PPE shall not be stored inside living quarters or with personal belongings, or taken or transported within the passenger compartment of personal vehicles unless it is stored in a protective case or bag.
- (h) PPE shall not be stored in contact with hydraulic fluids, solvents, hydrocarbons, hydrocarbon vapors or other contaminants.

#### **914.4.8 PPE TRAINING**

The [Training Manager] shall be responsible for the following (Mich. Admin. Code, R 408.17411):

- (a) Upon issue, all members shall be provided training on this policy along with the manufacturer's written instructions on the care, use and maintenance of their PPE, including any warnings issued by the manufacturer.
- (b) New [firefighter]s shall receive training in the care, use and maintenance of their PPE before participating in live fire training or operations. All other [firefighter]s shall



receive training as needed when PPE ensembles or elements are upgraded or changed.

#### **914.4.9 PPE RECORD KEEPING**

The [Department/Agency] shall maintain or require contracted vendors to maintain records on all structural firefighting ensembles or elements to include:

- (a) The name of the member to whom the element is issued.
- (b) The date and condition of the element when issued.
- (c) The manufacturer, model name or design.
- (d) The manufacturer's identification number, lot number or serial number.
- (e) The month and year of manufacture.
- (f) The dates and findings of all advanced inspections.
- (g) The dates of advanced cleaning, specialized cleaning or decontamination, and by whom it was performed.
- (h) The date of any repairs, the person who repaired the PPE and a brief description of the repair.
- (i) The date the element was removed from service (retirement).
- (j) The date and method the element was disposed.

#### **914.4.10 PPE RETIREMENT**

Pursuant to manufacturer's recommendations and applicable NFPA standards, all PPE ensembles and elements that are worn or damaged to the extent that the [Department/Agency] deems that it is not possible or cost effective to repair shall be retired. All PPE ensembles and elements that are no longer useful for emergency operations but are not contaminated, defective or damaged shall be retired.

Retired PPE ensembles and elements shall be destroyed or disposed of by the [Department/Agency] in a manner ensuring that they will not be used in any firefighting or emergency activities, including training. Retired PPE may only be used for training when that training does not include live fire. Any PPE used for training shall be clearly marked: "Training only. No live fire."

#### **914.4.11 SPECIAL INCIDENT PROCEDURE**

If any member of the [Anytown Fire Department] suffers a serious injury or death while wearing PPE, the following procedure should be followed:

- (a) The PPE will immediately be removed from service.
- (b) Custody of the PPE will be maintained by the [Fire Chief] or the authorized designee, and the PPE shall be kept in a secure location with controlled, documented access.
- (c) All PPE shall be non-destructively tagged and stored only in paper or cardboard containers to prevent further degradation or damage. Plastic airtight containers shall not be used.



- (d) The PPE shall be made available to the [department/agency]'s investigation team (see the Line-of-Duty Death and Serious Injury Investigations Policy) or outside experts as approved by the [Fire Chief] or the authorized designee, to determine the condition of the PPE.
- (e) The [Fire Chief] or the authorized designee shall determine the retention period for storage of the PPE.

#### **914.5 PAYMENT FOR PPE**

PPE, both for firefighting and other non-emergency duties, shall be provided at no cost for all members as required by Michigan law (Mich. Admin. Code, R 408.17431 et seq.).

The following apply to the [department/agency]'s payment for PPE (Mich. Admin. Code, R 408.13310a):

- (a) The [Department/Agency] shall provide at no cost to members the PPE necessary to protect against known hazards.
- (b) The [Department/Agency] shall pay for replacement PPE, as necessary, under either of the following conditions:
  - 1. When the PPE no longer provides the protection it was designed to provide.
  - 2. When the previously provided PPE is no longer adequate or functional.
- (c) When an member has lost or intentionally damaged the PPE issued to him/her, the [Department/Agency] is not required to pay for its replacement and may require the member to pay for its replacement.
- (d) The [Department/Agency] is not required to pay for prescription safety eyewear with removable or permanent sideshields when the [Department/Agency] provides safety eyewear that fits over a member's prescription lenses.
- (e) The [Department/Agency] is not required to pay for non-specialty prescription safety eyewear, provided that the [Department/Agency] permits these items to be worn off the jobsite.
- (f) The [Department/Agency] is not required to pay for non-specialty, safety-toe protective footwear, including steel-toe shoes or steel-toe boots. The [Department/Agency] will permit these items to be worn off the jobsite.
- (g) The [Department/Agency] shall provide, at no cost to employees, metatarsal guards attachable to shoes when metatarsal protection is necessary if both the following apply:
  - 1. If metatarsal protection is necessary and an employer requires employees to use metatarsal shoes instead of detachable guards, the [Department/Agency] shall provide the metatarsal shoe at no cost to the employee.
  - 2. If metatarsal guards are provided, the [Department/Agency] is not required to pay for the metatarsal shoes or boots.
- (h) The [Department/Agency] is not required to pay for the following:
  - 1. Everyday clothing, including any of the following:
    - (a) Long-sleeve shirts
    - (b) Long pants



- (c) Street shoes
- (d) Normal work boots
- (e) Ordinary clothing
- (f) Skin creams

2. Other items used solely for protection from weather

- (i) The [Department/Agency] shall pay for protection when ordinary weather gear is not sufficient to protect an employee and special equipment or extraordinary clothing is needed to protect the employee from unusually severe weather conditions. Clothing used in artificially controlled environments with extreme hot or cold temperatures, such as freezers, is not considered part of the weather gear exception.
- (j) All of the following apply to upgraded and personalized PPE:
  - 1. The [Department/Agency] is not required to pay for PPE requested by a member that exceeds the PPE requirements, provided that the [Department/Agency] provides PPE that meets the standards at no cost to the member.
  - 2. If the [Department/Agency] allows a member to acquire and use upgraded or personalized PPE, then the [Department/Agency] is not required to reimburse the member for the equipment, provided that the [Department/Agency] has provided adequate PPE at no cost to the employee.
  - 3. The [Department/Agency] shall evaluate a member's upgraded or personalized PPE to ensure that it is:
    - (a) Adequate to protect from hazards present in the workplace.
    - (b) Properly maintained.
    - (c) Kept in a sanitary condition.
- (k) Any other PPE that a Michigan Occupational Safety and Health Administration (MIOSHA) standard specifies must be provided by the [Department/Agency].