

VILLAGE OF DECATUR COUNCIL REGULAR MEETING AGENDA

Monday,
July 10, 2023



VILLAGE OF DECATUR
REGULAR COUNCIL MEETING
Monday, July 10, 2023 – 7:00PM
Village Hall – 114 N. Phelps Street, Decatur, MI 49045

7:00 PM Council Meeting (Action to be taken by Council on the following agenda items)

Note: Please be courteous and turn off cell phones during the meeting.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL (Excused Absences if Any)**

4. **PUBLIC COMMENT**

5. **APPROVAL OF CONSENT AGENDA ITEMS**

5A.1 - Approval of the Regular Council Meeting Agenda for July 10, 2023.

5A.2 - Approval of the Regular Meeting Minutes from June 5, 2023.

5A.3– Approval of Accounts Payable and Payroll for week ending June 30, 2023

6. **COMMUNICATIONS TO THE COUNCIL – PRESENTATIONS & GUEST**

7. **PUBLIC HEARING**

8. **UNFINISHED BUSINESS**

9. **NEW BUSINESS**

9A.1 – Request to approve the Memorandum of Understanding, School Resource Officer

9A.2 – Request to approve recommendation from Planning Commission to engage with Southwest Michigan Planning Commission at a cost not to exceed \$10,610.00 to be split between the joint proposal with Decatur and Hamilton Townships.

9A.3 – Request to approve proposed bid from J.C. and Sons, Inc for Village tree removal at a cost not to exceed \$14,800.

9A.4 - Request to adopt the Performance Resolution for Municipalities from Michigan Department of Transportation

9A.5 - Request to approve quotation from City Services at a cost not to exceed \$12,900.00 for repair services to two fire hydrants.

9A.6 – Request to adopt Ordinance 2023-003, Amendments to Chapter 38 Utilities

9A.7 – Request to approve business loan, promissory note, mortgage, for Kody Hillring.

10. DEPARTMENT REPORTS

- 10A.1 – Department of Public Works Report
- 10A.2 – Police Department Report
- 10A.3 – Fire Department Report
- 10A.4 – Clerk & Treasurer Report
- 10A.5 – Deputy Clerk & Treasurer Report
- 10A.6 – Village Manager Report

11. PUBLIC COMMENTS – SECOND OPPORTUNITY

12. COUNCIL COMMENTS

13. ADJOURNMENT

PLEASE NOTE

AUDIENCE PARTICIPATION:

In addition to addressing the Council during public hearings and under “Public Comment,” members of the audience may address the Council, please limit your comments to three minutes or less per item. Please step up to the Podium and state your name and address.

The proposed process for items listed under agenda items above shall be as follows:

1. Announcement of the agenda item by the President.
2. Verbal report provided by staff.
3. President asks councilmembers if they have any questions for staff to clarify the staff report.
4. Motion is made by a council member and seconded by another council member.
5. President then calls on council members to discuss the motion if council members wish to discuss.
6. President calls for a vote on the item after discussion has occurred.

Village of Decatur
Village Council Regular Meeting Minutes

Monday June 5, 2023, at 7:00 P.M
Village Hall, 114 N. Phelps Street
Decatur, MI 49045

I. President Elwaer called the meeting to order at 7:00 P.M.

II. **Roll Call**

Clerk/Treasurer, Duncan provided roll call; Trustee Beute, Trustee Gunther, President Pro Tem Jackson, Trustee Mead Jr., Trustee Pachner, Trustee Pelfrey, and President Elwaer in attendance. Also in attendance Village Manager, Christopher Tapper, Village Clerk/Treasurer, Megan Duncan, Chief of Police Thomas VanDerWoude, and DPW Foreman James Ebeling (excused).

III. **Public Comments**

a. No public comment was offered.

IV. **Approval of Agenda, Meeting Minutes, Accounts Payable**

a. Trustee Mead Jr. made a motion with support from Trustee Pachner to approve the Regular Council Meeting agenda for June 5, 2023, along with approval of meeting minutes from May 1, 2023, and Special Meeting minutes from May 8, 2023, and accounts payable ending May 31, 2023, in the amount of \$439,078.58, motion carried 7-0.

V. **Communications to the Council – Presentation & Guest**

None

VI. **Unfinished Business**

a. No unfinished business.

- VII. **New Business -Request to adopt Resolution 2023-005 the recommendation of Village President to appoint a Development Area Citizens Council.**
- a. President Pro Tem Jackson made a motion with support from Trustee Mead Jr. to adopt Resolution 2023-005 the recommendation of Village President to appoint a Development Area Citizens Council. Roll Call Vote, Trustee Beute, Trustee Gunther, President Pro Tem Jackson, Trustee Mead Jr, Trustee Pachner, Trustee Pelfrey, and President Elwaer voting yes, motion carried 7-0.
- VIII. **New Business – Request to adopt 2023 Tax Rates L-4029 and authorize the President and Clerk to execute.**
- a. Trustee Pachner made a motion with support from Trustee Mead Jr. to adopt 2023 Tax Rates and authorized the President and Clerk to execute, motion carried 7-0.
- IX. **New Business – Request to adopt Resolution 2023-006 Property Taxes.**
- a. Trustee Gunther made a motion with support Trustee Beute to adopt Resolution 2023-006 Property Taxes. Roll Call Vote, Trustee Beute, Trustee Gunther, President Pro Tem Jackson, Trustee Mead Jr, Trustee Pachner, Trustee Pelfrey, and President Elwaer voting yes, motion carried 7-0.
- X. **New Business – Request to adopt Resolution 2023-007 Public Act 51, annual certification PA 152.**
- a. Trustee Beute made a motion with support from Trustee Mead Jr. to adopt Resolution 2023-007 Public Act 51, annual certification PA 152. Roll Call Vote, Trustee Beute, Trustee Gunther, President Pro Tem Jackson, Trustee Mead Jr, Trustee Pachner, Trustee Pelfrey, and President Elwaer voting yes, motion carried 7-0.
- XI. **New Business – Request to adopt Resolution 2023-008 road closure for annual 4th of July celebration.**
- a. Trustee Pachner made a motion with support from Trustee Mead Jr. to adopt Resolution 2023-008 road closure for annual 4th of July celebration. Roll Call Vote, Trustee Beute, Trustee Gunther, President Pro Tem Jackson, Trustee Mead Jr, Trustee Pachner, Trustee Pelfrey, and President Elwaer voting yes, motion carried 7-0.
- XII. **New Business – Request to adopt Resolution 2023-009 road closure for annual Midwest Festival, July 29, 2023.**
- a. President Pro Tem Jackson made a motion with support from Trustee Pachner to adopt 2023-009 road closure for annual Midwest Festival, July 29, 2023. Roll Call Vote, Trustee Beute, Trustee Gunther, President Pro Tem Jackson, Trustee Mead Jr, Trustee Pachner, Trustee Pelfrey, and President Elwaer voting yes, motion carried 7-0.

XIII. **New Business – Request to adopt Resolution 2023-010 road closure for Decatur Day, August 5, 2023.**

- a. Trustee Pachner made a motion with support from Trustee Mead Jr. to adopt Resolution 2023-010 road closure for Decatur Day, August 5, 2023. Roll Call Vote, Trustee Beute, Trustee Gunther, President Pro Tem Jackson, Trustee Mead Jr, Trustee Pachner, Trustee Pelfrey, and President Elwaer voting yes, motion carried 7-0.

XIV. **New Business – Request to approve the 2021 International Property Maintenance Code and any subsequent to this version adopted by the State.**

- b. President Pro Tem Jackson made a motion with support from Trustee Mead Jr. to approve the 2021 International Property Maintenance Code and any subsequent to this version adopted by the State. Roll Call Vote, Trustee Beute, Trustee Gunther, President Pro Tem Jackson, Trustee Mead Jr, Trustee Pachner, Trustee Pelfrey, and President Elwaer voting yes, motion carried 7-0.

XV. **New Business – Request to approve Grievance 504 of the Rehabilitation Act of 1973.**

- a. Trustee Gunther made a motion with support from Trustee Mead Jr. to approve Grievance 504 of the Rehabilitation Act of 1973, motion carried 7-0.

XVI. **Department Reports**

- a. Clerk/Treasurer Duncan, Chief of Police, Thomas VanDerWoude, and DPW Forman, James Ebeling provided Department Reports to the Council. Each department report was provided in the agenda packet. A general discussion ensued regarding the department reports.
- b. Chief VanDerWoude communicated with Council that he offered a conditional offer of hire to Kenneth Dunkerley.
- c. Village Manager Tapper reported the Memorandum of Understanding for the School Resource Officer was complete and will be on July's Agenda for approval. Manager Tapper also expressed his gratitude to staff for keeping the ship moving forward in a positive direction.

XVII. **Public Comments**

- a. Tina Leary, Van Buren Board of Commissioners, presented updates that have been occurring in Van Buren County. Including the hiring of a County Administrator.
- b. Kande Hawks, 217 N. Phelps, expressed to Council her concern with the driver's disobeying the stop sign located at Pine St and Cedar St. She also expressed concern with the noise and location of the stage for Midwest Fest in a residential location.

- c. Betti Jo Loveland, 207 N. Phelps, shared the same concerns with the stop signs and Midwest Fest as Kande Hawks. Betty is also concerned with the golf carts and the safety of the passengers traveling on primary streets.
- d. Multiple residents on Prairie Ronde are concerned about the engineered drainage ditch that was installed when road construction was done in 2022.
- e. Alicia Gipson, 409 S. Williams, commented about other resident along with herself would like to be able to have chickens within the Village limits.

XIV. Council Comments & Additional Public Comments

- a. Trustee Pachner shared her appreciation to Village staff for their efforts while, Manager Tapper was on medical leave.
- b. President Pro Tem Jackson thanked Manager Tapper for his efforts to recover so quickly and return to the office. Jackson continued comments, Manager Tapper should be commended for his efforts to keep and maintain such a professional work environment for staff.
- c. Trustee Beute wanted to thank Officer Frank for his presence at the school last week. The students enjoyed his visit.

President Elwaer thanked Village staff for their efforts while, Manager Tapper was on medical leave. Elwaer continued to comment, Manager Tapper kept in close communication during his medical leave. Elwaer expressed his appreciation to Manager Tapper for his quick recovery and his due diligence to make a tremendous effort to return to the office.

XV. Adjournment

- a. Trustee Mead Jr. made a motion with the support of Trustee Pachner to adjourn the meeting at 8:01 P.M., motion carried 7-0. Minutes submitted by Megan Duncan, Village Clerk/Treasurer.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Megan Duncan, Clerk/Treasurer
REVIEWED BY: Christopher Tapper, Village Manager
DATE: July 10, 2023

SUBJECT: Accounts Payable – Payroll – June 2023

Action Requested:

It is requested that the Village Council approve Accounts Payable and Payroll for period ending June 30, 2023, in the amount of \$472,038.19.

Background:

Attached is the Accounts Payable and Payroll for the period ending June 30, 2022. It should be noted the increase in payables for the month of June included payment for local street projects and new DPW equipment already approved by the Village Council.

Attachments:

Accounts Payable and Payroll

CHECK DATE	VENDOR NAME	CHECK#	AMOUNT PAID	DESCRIPTION
06/05/2023	BEUTE, HARVEY N	30107	108.50	PAYROLL
06/05/2023	ELWAER, ALI M	30108	167.00	PAYROLL
06/05/2023	GUNTHER, KIM M	30109	108.50	PAYROLL
06/05/2023	MEAD JR, ROBERT H	30110	108.50	PAYROLL
06/05/2023	PACHNER, CYNTHIA A	30111	108.50	PAYROLL
06/05/2023	PELFREY, JESSICA L	30112	108.50	PAYROLL
06/05/2023	INTERNAL REVENUE SERVICE,	EFT1003	260.66	PAYROLL
06/05/2023	STATE OF MICHIGAN,	EFT1004	44.76	PAYROLL
06/08/2023	UNUM	GEN 1034(E)	921.43	SHORT/LONG/AD&D/LIFE INSURANCE PREMIUMS
06/08/2023	VERIZON WIRELESS	GEN 1035(E)	268.46	CELL PHONE SERVICES
06/08/2023	CONSUMERS ENERGY	GEN 1030(E)	361.23	HEATING SERVICES
06/08/2023	AMERICAN ELECTRIC POWER	GEN 1029(E)	3,326.16	ELECTRICAL SERVICES
06/08/2023	TUTTLE FLORAL CO	GEN 30128	449.00	BALANCE DUE FOR DOWNTOWN FLOWERS
06/08/2023	THE CURCIO LAW FIRM	GEN 30127	262.50	PROFESSIONAL ATTORNEY SERVICES
06/08/2023	DELTA DENTAL	GEN 1031(E)	630.15	DENTAL PREMIUMS FOR EMPLOYEES
06/08/2023	LAW OFFICE OF CRYSTAL MORGAN, PLLC	GEN 30122	234.00	PROFESSIONAL ATTORNEY SERVICES FOR BLIGHT
06/08/2023	HYDROCORP, INC	GEN 30119	342.50	CROSS CONNECTION CONTROL PROGRAM
06/08/2023	REPUBLIC SERVICES	GEN 30126	263.69	GARBAGE SERVICES
06/08/2023	COLOSSUS INC	GEN 30116	1,540.51	RMS LICENSE JULY 2023-JUNE 2024
06/08/2023	PRI MAR PETROLEUM INC	GEN 30125	3,429.86	GASOLINE AND DIESEL FOR DPW
06/08/2023	BEST WAY DISPOSAL	GEN 30113	4,755.00	LAST INVOICE FOR GARBAGE SERVICE DUMP DAY
06/08/2023	CITY SERVICES INC	GEN 30115	1,800.00	REPLACEMENT OF FIRE HYDRANT PINE AND DOUGLAS
06/08/2023	PAW PAW LABORATORY	GEN 30124	890.00	DRINKING AND WASTEWATER TESTING
06/08/2023	KROGEL'S AUTO SERVICE	GEN 30120	1,569.99	FRONT AND REAR BRAKE REPLACEMENT DPW TRUCK
06/08/2023	MML WORKER'S COMPENSATION FUND	GEN 30123	14,317.00	MML WORKERS COMP FUND POLICY 7/1/23-7/1/24
06/08/2023	KROHN EXCAVATING LLC	GEN 30121	169,133.77	CONSTRUCTION PAY ESTIMATE 4 GEORGE STREET
06/08/2023	INVOICE CLOUD	GEN 1033(E)	191.05	INVOICE PRESENTMENT FOR PAPERLESS RESIDENTS
06/08/2023	DECATUR LUMBER COMPANY	GEN 30117	1,193.05	SUPPLIES FOR DPW, PARKS, AND SEWER
06/08/2023	REPUBLIC SERVICES	GEN 30126	10,544.32	GARBAGE SERVICES
06/08/2023	BRONSON HEALTHCARE GROUP	GEN 30114	270.00	DOT PHYSICAL FOR P BOITNOTT AND MCOLES DUNKERLEY
06/08/2023	HONOR CREDIT UNION	GEN 30118	265.76	CREDIT CARD CHARGES
06/12/2023	BLUE CARE NETWORK,	30130	11,731.97	PAYROLL
06/12/2023	MISDU,	30132	54.48	PAYROLL
06/12/2023	INTERNAL REVENUE SERVICE,	EFT1005	8,039.21	PAYROLL
06/12/2023	MUNICIPAL EMPLOYEES' RETIREMENT SYS	EFT1006	4,645.08	PAYROLL
06/12/2023	STATE OF MICHIGAN,	EFT1007	1,165.48	PAYROLL
06/13/2023	MYERS, GORDY J	30129	1,609.53	PAYROLL
06/13/2023	TAPPER, CHRISTOPHER C	DD575	3,076.80	PAYROLL
06/13/2023	DUNCAN, MEGAN M	DD576	1,725.00	PAYROLL
06/13/2023	BUSH, DOMINIC J	DD577	2,591.61	PAYROLL
06/13/2023	DAHLQUIST, THOMAS L	DD578	3,280.44	PAYROLL
06/13/2023	FRANK, ZACKERY A	DD579	2,636.20	PAYROLL
06/13/2023	RIGG, THEODORE A	DD580	3,405.24	PAYROLL
06/13/2023	VANDERWOUDE, THOMAS C	DD581	3,940.00	PAYROLL
06/13/2023	BRIDGES, DEBRA J	DD582	224.00	PAYROLL
06/13/2023	CLENDENIN, KAREN R	DD583	14.00	PAYROLL
06/13/2023	MANN, ELESA F	DD584	210.00	PAYROLL
06/13/2023	BOITNOTT, PATRICK A	DD585	1,549.05	PAYROLL
06/13/2023	DRISCOLL, DAVID J	DD586	1,537.00	PAYROLL
06/13/2023	EBELING, JAMES S	DD587	3,353.25	PAYROLL
06/13/2023	SHROYER, TIMOTHY J	DD588	1,768.00	PAYROLL
06/13/2023	DAVIS, NATALIE A	DD589	1,385.00	PAYROLL
06/13/2023	PENTLAND, SHANTEL M	DD590	1,385.00	PAYROLL
06/22/2023	SAFEBUILT LLC	GEN 30173	8,246.56	BUILDING PERMITS, RENTAL INSPECTION, ORDINANCE
06/22/2023	BLOOMINGDALE COMMUNICATIONS	GEN 30158	633.31	VOIP AND FAX FOR VILLAGE HALL AND DPW
06/22/2023	SIEGFRIED, CRANDALL	GEN 30174	9,660.00	PROFESSIONAL SERVICES BANK RECS AND PRE AUDIT
06/22/2023	QUADIENT LEASING USA, INC	GEN 30170	477.58	MAILING SERVICES FOR UTILITY BILLS
06/22/2023	ROSE PEST SOLUTIONS	GEN 30172	125.00	PEST CONTROL PER CONTRACT
06/22/2023	MCKENNA	GEN 30165	505.05	ATTENDANCE AND PRESENTMENT OF TIF PLAN AND DACC
06/22/2023	ICMA MEMBERSHIP PAYMENTS	GEN 30163	390.00	ICMA MEMBERSHIP FOR 2023 C TAPPER
06/22/2023	WRAPS AND SIGNS	GEN 30178	1,009.00	2023 PATROL CAR DECALS AND WRAPS
06/22/2023	ROOP GURLEEN PATROLEUM	GEN 30171	921.05	GASOLINE FOR PATROL CARS
06/22/2023	VAN BUREN COUNTY CENTRAL DISPATCH	GEN 30175	87.06	MODEM/AIRCARD FOR PD
06/22/2023	MICHIGAN ASSOC OF CHIEFS OF POLICE	GEN 30167	115.00	ANNUAL RENEWAL OF MACP 2023
06/22/2023	GRAHAM, PHYLLIS	GEN 30156	240.76	UB REFUND
06/22/2023	LOZADA AUTO REPAIR	GEN 30164	50.00	OIL CHANGE FOR PATROL CAR 2020
06/22/2023	VC3 INC	GEN 30176	680.75	POLICE SERVER REPLACEMENT
06/22/2023	ABONMARCHE CONSULTANTS INC	GEN 30157	2,250.00	PROFESSIONAL SERVICES FOR EGLE DWAM AND DSMI GRANT
06/22/2023	THE SAFETY COMPANY LLC	GEN 30161	63,087.99	MI XTREME VAC (DPW NEW LEAF VAC)
06/22/2023	PARRETT COMPANY	GEN 30169	307.05	PRINTER AND COPIER SERVICES
06/22/2023	WIGHTMAN & ASSOCIATES	GEN 30177	8,818.12	S. GEORGE IMPROVEMENTS

06/22/2023	MEGAN DUNCAN	GEN 30166	100.00	REIMBURSEMENT FOR PARKING CLERK CONFERENCE 2023
06/22/2023	BS&A SOFTWARE	GEN 30159	150.00	GOVERNMENTAL ACCOUNTING TRAINING FOR M DUNCAN
06/22/2023	MEGAN DUNCAN	GEN 30166	217.46	MILEAGE REIMBURSEMENT FOR CLERK CONFERENCE 2023
06/22/2023	DALE MOEN	GEN 30168	54.00	WINDOW CLEANING AT VILLAGE HALL
06/22/2023	CHRIS TAPPER	GEN 30160	5,500.00	TUITION REIMBURSEMENT PER CONTRACT
06/22/2023	GREAT LAKES COATINGS	GEN 30162	500.00	WHITE PAINT FOR ROADS
06/26/2023	BLUE CARE NETWORK,	30183	1,303.56	PAYROLL
06/26/2023	MISDU,	30185	54.48	PAYROLL
06/26/2023	FOPLC,	30186	148.00	PAYROLL
06/26/2023	INTERNAL REVENUE SERVICE,	EFT1008	6,901.27	PAYROLL
06/26/2023	MUNICIPAL EMPLOYEES' RETIREMENT SYS	EFT1009	4,233.05	PAYROLL
06/26/2023	STATE OF MICHIGAN,	EFT1010	1,017.55	PAYROLL
06/27/2023	MYERS, GORDY J	30182	1,542.00	PAYROLL
06/27/2023	TAPPER, CHRISTOPHER C	DD591	3,076.80	PAYROLL
06/27/2023	DUNCAN, MEGAN M	DD592	1,700.00	PAYROLL
06/27/2023	BUSH, DOMINIC J	DD593	2,266.86	PAYROLL
06/27/2023	DAHLQUIST, THOMAS L	DD594	3,122.29	PAYROLL
06/27/2023	FRANK, ZACKERY A	DD595	2,152.00	PAYROLL
06/27/2023	RIGG, THEODORE A	DD596	2,506.04	PAYROLL
06/27/2023	VANDERWOUDE, THOMAS C	DD597	2,940.00	PAYROLL
06/27/2023	BOITNOTT, PATRICK A	DD598	1,424.00	PAYROLL
06/27/2023	DRISCOLL, DAVID J	DD599	1,512.00	PAYROLL
06/27/2023	EBELING, JAMES S	DD600	3,235.13	PAYROLL
06/27/2023	SHROYER, TIMOTHY J	DD601	1,818.75	PAYROLL
06/27/2023	DAVIS, NATALIE A	DD602	1,360.00	PAYROLL
06/27/2023	PENTLAND, SHANTEL M	DD603	1,360.00	PAYROLL
06/30/2023	EMERGENCY VEHICLE PRODUCTS	GEN 30189	14,650.00	UTILITY PACKAGE FOR NEW 2023 PATROL CAR
06/30/2023	SHANTEL PENTLAND	GEN 30190	37.78	REIMBURSEMENT FOR SIDEWALK CHALK
06/30/2023	DISABILITY NETWORK SOUTHWEST MI	GEN 30188	100.00	LETTER OF SUPPORT FOR DNR SPARK GRANT
06/30/2023	WIGHTMAN & ASSOCIATES	GEN 30191	20,350.00	S. GEORGE IMPROVEMENTS
06/30/2023	WIGHTMAN & ASSOCIATES	GEN 30191	3,500.00	USDA DRINKING WATER IMPROVEMENTS
06/30/2023	WIGHTMAN & ASSOCIATES	GEN 30191	1,300.00	NON USDA ROAD IMPROVEMENTS
06/30/2023	WIGHTMAN & ASSOCIATES	GEN 30191	6,982.50	USDA SEWER IMPROVEMENTS
06/30/2023	DECATUR PLBM. & HEATING	GEN 30187	17.70	PARTS FOR WATER MAINTENANCE
		TOTAL:	472,038.19	



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY:
DATE: July 10, 2023

SUBJECT: Request approval Memorandum of Understanding, between the Village of Decatur and Decatur Public Schools, for the services of school resource officer and authorize Village President to execute the agreement.

Action Requested:

It is requested that Village Council approve Memorandum of Understanding, between the Village of Decatur and Decatur Public Schools, for the services of school resource officer and authorize Village President to execute the agreement.

Background:

Chief of Police, VanDerWoude has been instrumental in his development of the goal of working towards the recruitment of a school resource officer. All the efforts and dedication towards this goal and objective has come to achievement. As staff reported at the June 5, 2023, meeting a tentative agreement was reached between the Village and Decatur Public Schools.

Village Attorney, Curio has reviewed the tentative agreement and has provided insights. Staff would also like to express appreciation to Superintendent, Patrick Creagan for his dedication to accomplishing this goal.

Attachment(s):

MOU – Decatur Village, Decatur Public Services

School Resource Officer Memorandum of Understanding

This Agreement (the “Agreement”) for a school resource officer (“SRO”), effective July 1, 2023, is made and entered into between Decatur Public Schools (the “District”) and the Village of Decatur Police Department (the “Village”).

WHEREAS, the District desires increased police protection services by having a police officer who will, among other duties, serve as an SRO at District grounds and facilities and for District events, and who will assist the District with school safety; and

WHEREAS, the Village desires to provide a police officer for increased police protection pursuant to the terms and conditions of this Agreement; and

WHEREAS, municipal corporations may contract with each other for services pursuant to Public Act 35 of 1951 (MCL 124.1 et seq.); and

WHEREAS, the District has the authority to enter into agreements with third parties pursuant to section 11a of the Revised School Code, MCL 380.11a;

THEREFORE, in consideration of these premises and the promises, agreements, representations, and acknowledgements contained in this Agreement and incorporated Attachments, it is mutually agreed as follows:

1. **Agreement Term.** This Agreement will be effective on July 1, 2023, for a three (3) year term until June 30, 2026. This Agreement may be terminated by either party without cause by providing 60 days’ written notice to the other party.
2. **Officer Selection and Assignment.** The Village will assign one police officer to the District to serve as an SRO. The Village will ensure that any person appointed to serve as an SRO is fully trained, certified, and licensed to serve in that role. The SRO will be selected and appointed by the Village after consultation with the District’s Superintendent. The District and the Village agree that neither the Village nor any SRO, by virtue of this Agreement or otherwise, may be considered an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of the District and that at all times and for all purposes under this Agreement, the Village and its SRO will be controlled and governed by this Agreement and its Attachments. The Village will be the sole and exclusive employer of the SRO for all purposes, including hiring, directing, discharge, compensation, overtime wages, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and other allowances or reimbursements of any kind, including, but not limited to, workers’ disability compensation, unemployment compensation, Social Security Act protections and benefits, retirement and pension, any employment taxes, and any other statutory or contractual right or benefit based on any employment status.
3. **Duties.** The SRO will perform the duties specified in the job description, which is attached as Attachment A and incorporated as part of this Agreement. The SRO will be scheduled for a minimum of 40 hours per week. The Village will determine the SRO’s work schedule after consultation with District officials. The SRO will, to the fullest extent reasonably possible, take Paid Time Off (PTO) during days that are not regularly scheduled school days.

4. **School Resource Officer Replacement.** If an SRO resigns, or if the District requests replacement of an SRO for reasonable cause, the Village will replace the SRO within a reasonable time with a similarly qualified individual at no additional charge to the District.
5. **School Building Space and Computer Access.** The District will provide the SRO with an individual workstation and computer and internet access. The SRO may use District equipment and supplies for purposes of carrying out this Agreement. The SRO may only use District computers, internet, equipment, and supplies for purposes directly related to implementation of this Agreement or for personal use to the extent (if any) that District employees are permitted to do so.
6. **Consideration.** The salary and benefits of the SRO are listed below:

	Salary	Benefits
YEAR 1 (2023-2024)	\$52,100	\$23,445
YEAR 2 (2024-2025)	\$54,705	\$24,617
YEAR 3 (2025-2026)	\$57,440	\$25,848

The District will fund up to \$2,000 at the discretion of the District for the SRO’s training and participation in school safety workshops, professional development, and conferences.

The grant will pay for half the salary and benefits of the SRO for the entire three-year period (including the time school is not in session). The school district will be responsible for the remaining half of salary/benefits of the SRO during the school year (September through June) and the Village would be responsible for paying the remaining half of salary/benefits for July and August.

It is anticipated that the SRO will continue to be employed by the Village of Decatur, financially supported by the school district during the school year, after the grant has expired.

7. **School Resource Officer Training.** Training is an essential element of providing quality police services. As provided in Article 6, the District in its discretion will fund up to \$2,000 annually for SRO training expenses specifically related to the role of an SRO. The Village will attempt to schedule any training required by the Village for the SRO on days the District is not in school session.
8. **Other Costs.** The Village is responsible for the costs of any other resources necessary for the SRO to satisfy the obligations of this Agreement, including, without limitation, the costs of uniforms, special equipment, and vehicles.
9. **Substitute School Resource Officers.** In the event the SRO normally assigned by the Village to provide the District with services under this Agreement has other Village-related job functions unrelated to the District and is unable to provide services to the District, the Village may assign another similarly qualified officer to provide the District services under this Agreement. In the event that the normally assigned SRO is unable to provide services under this Agreement for a time interval greater than two weeks, and the Village does not provide a substitute officer, the District will receive a *per diem* credit, which will be applied to the next scheduled billing.
10. **Criminal Background Check.**

- a. The Village will not furnish any personnel to the District who would be ineligible for employment by the District if the person(s) were instead employed directly by the District.
 - b. Pursuant to the requirements of Revised School Code Sections 1230 and 1230a-h, the District will perform a criminal history check through the Michigan State Police and a criminal records check through the Federal Bureau of Investigation for all persons assigned by the Village under this Agreement to work in any District facilities or at program sites where the District delivers educational programs and services. The Village will ensure that all persons assigned pursuant to this Agreement take all necessary steps, including completing all paperwork and paying all fees, to comply with Revised School Code Sections 1230 and 1230a-h, and any record keeping requirements of the Michigan State Police. The District may decline an SRO's assignment based on the results of criminal history check and criminal records check.
11. **Criminal Convictions Prohibited.** The Village will not assign any of its employees, agents, or other person(s) to perform any services under this Agreement where the person(s) would regularly and continuously work in the District's facilities or program sites if the person(s) has been convicted of any of the following offenses:
- a. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722;
 - b. Any offense enumerated in Sections 1535a or 1539b of the Revised School Code;
 - c. Any felony;
 - d. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Revised School Code Sections 1230(10) and 1230a(8);
 - e. Any offense of a substantially similar enactment to those enumerated in A-D above of the United States or another State; or
 - f. Any other offense that would, in the judgment of the District, create a potential risk to the safety and security of students serviced by the District or employees of the District.
12. **Compliance with School Policies.** The SRO will abide by District policies that are applicable to the Agreement, including but not limited to, policies pertinent to:
- a. Non-discrimination;
 - b. Child abuse and neglect reporting;
 - c. Sexual harassment;
 - d. Confidentiality of student records and student record information;
 - e. Administration of medication to pupils;
 - f. Communicable diseases;
 - g. Seclusion and Restraint;

- h. Search and Seizure;
- i. Alcohol/controlled substance possession and use; and
- j. Emergency Procedures.

Before the effective date of this Agreement, The District will provide a copy of the above policies to the Village.

13. **FERPA.** The SRO will be deemed the District's "Law Enforcement Unit," as defined by the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and its underlying regulations. The SRO will also be deemed a "School Official" as defined by FERPA. The SRO may access personally identifiable information from student education records only for the following purposes:
- a. *To access directory information.* For purposes of this Agreement, directory information means information described in the District's Board Policy 8330. Before accessing a student's directory information, the SRO must first determine whether the student's parents have submitted a directory information opt-out form. If so, the SRO may not access the student information except pursuant to subparagraphs 13.b. and 13.c. of this Agreement.
 - b. *For a legitimate educational purpose.* For purposes of this Agreement, a legitimate educational purpose includes ensuring the safety of District facilities and events and protecting the safety of District staff, students, volunteers, and visitors. The SRO may not access student information for law enforcement purposes unless the SRO has a legitimate educational purpose.
 - c. *In response to a health or safety emergency.* For purposes of this Agreement, a health or safety emergency means that the SRO believes there is an articulable and significant threat to a student or to another person. In such a circumstance, the SRO may access student information only as necessary to protect that student or person from the threat. After accessing student information pursuant to this paragraph, the SRO, in consultation with the building principal, will document the articulable and significant threat that prompted access to the student information and to whom information was shared.

Except as otherwise stated in this Agreement or permitted by law, the SRO will not disclose any student information without prior written consent of the student's parent/guardian or eligible student. The SRO may, however, redisclose student information to the same extent any other school official would be permitted to disclose the information pursuant to FERPA and other state and federal laws that apply to local educational agencies. If the SRO rediscloses personally identifiable information, the SRO must notify the building principal of the redisclosure and must, in consultation with the building principal, take steps required by state and federal law to document to whom the information was disclosed and the purpose for the redisclosure.

14. **Insurance.** The Village will maintain, at its own expense during the term of this Agreement, the following insurances:
- a. Worker's compensation insurance with Michigan statutory limits and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000) each occurrence for any employee;

- b. Comprehensive/commercial general liability insurance with a combined single limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage. Policy includes personal injury coverage;
 - c. Automobile liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance to comply with provisions of the Michigan No Fault insurance law including residual liability insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage;
 - d. Police professional liability coverage with a minimum limit of Five Hundred Thousand Dollars (\$500,000) each occurrence.
15. **Liability and Indemnity.** Neither the District nor the Village will waive its governmental immunity nor any defense available to them or their officers, agents, or employees under the Michigan Governmental Immunity Act, or any other defenses which may be available to each governmental entity, or its officers, agents, and employees. The District and the Village are solely responsible for the acts, errors, or omissions of its respective officers, agents, and employees.
16. **Employment Discrimination.** The District and the Village will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, height, weight, marital status, disability, pregnancy, sexual orientation, gender identity, veteran status, or any other characteristic for which discrimination is prohibited by state or federal law. The District and the Village will not discriminate against any student or other recipient of services under this Agreement due to race, color, religion, sex, national origin, disability or any other characteristic for which discrimination is prohibited by state or federal law in the delivery of programs and services rendered under this Agreement.
17. **Conflicts of Interest.** The SRO will comply with Michigan law concerning actual or potential financial conflicts of interests between the District, the Village, its staff and any third party.
18. **Notices.** The parties will send, by first class mail, postage prepaid, all correspondence and written notices required or permitted by this Agreement to each signatory of this Agreement or any signatory successor in office, to the following addresses:
- a. If to the District: 110 Cedar Street, Decatur, MI 49045
 - b. If to the Village: 114 N. Phelps, Decatur, MI 49045

Except as otherwise provided by this Agreement, all correspondence or written notices will be considered delivered to a party as of the date that the notice is deposited with sufficient postage with the United States Postal Service.

19. **Dispute Resolution.** Disputes arising from or relating to this Agreement must be presented to the District or the Village, in writing, for discussion and informal resolution. Disputes must identify the provision(s) in dispute, the full relief requested, and all the facts and circumstances supporting the requested relief, including the names of all witnesses and relevant documents. If the issues cannot be resolved between the District and the Village, then the dispute may be submitted to the appropriate Michigan state court. The laws of Michigan will apply.

20. **Construction of Agreement.** This Agreement will be deemed to have been jointly drafted by both parties. Any asserted ambiguity may not be construed against either party.
21. **Severability.** If any provision of this Agreement is held invalid by any other applicable statute or regulation or by a decision of a court of competent jurisdiction, the invalidity will not affect any other provision of this Agreement that is severable and can be given effect without the invalid provision.
22. **Non-Enforcement of Waiver.** The District and the Village may enforce this Agreement in strict accordance with the terms, notwithstanding any conduct or custom on the part of a party in refraining from doing so at any time. All rights and remedies of the respective parties are cumulative and concurrent. The exercise of, or failure to exercise, a right or remedy will not be deemed a waiver or release of any other right or remedy.
23. **Force Majeure.** Neither party is liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care. Causes beyond a party's control may include, but are not limited to, any act of God; compliance with any order, decree, or law of any governmental authority; fire; labor difficulty; or declaration of national emergency.
24. **Authorization.** This Agreement has been authorized, executed, and delivered by the parties and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.
25. **Third Party Rights.** This Agreement does not confer any rights or remedies upon any third party other than the parties to this Agreement and their respective successors and assigns.
26. **Captions.** Captions are provided for convenience only and do not affect the interpretation of this Agreement.
27. **Entire Agreement.** This document, and its Attachments, represent the Parties' entire Agreement, and supersedes all prior negotiations, representations, or contracts, either written or oral related to the subject matter of this Agreement. Modification to this Agreement, including to this Paragraph, may only be made by a writing signed by both parties.

IN WITNESS WHEREOF, each person's signature below represents and warrants that he or she is the signatory authorized to execute this Agreement on behalf of the District or the Village.

Village of Decatur/Decatur Police Department

Decatur Public Schools

By: _____

By: _____

Its: _____

Its: _____

Date: _____, 2023

Date: _____, 2023

ATTACHMENT A
JOB DESCRIPTION

Partner Roles and Responsibilities

Decatur Public Schools and the Decatur Police Department will be partners, establishing open communications, to support the SRO in performing their duties. Regular communications will be key to keeping the buildings safe for all students, staff, and visitors. The District will provide an office and computers for the SRO. The duties and responsibilities of the SRO include:

- assist the administration in ensuring the physical safety of school buildings of the district.
- respond to unauthorized people on school property.
- work with the school administration to develop and/or update safety procedures (e.g., emergency operations plan) for potential threats in school buildings of the district.
- be a welcoming presence in the school.
- educate students about law-related topics, as appropriate.
- to serve as a resource person to school personnel in preventing juvenile delinquency.
- be responsible for notifying the appropriate administrator regarding observed violations of school rules. The SRO is not responsible for the enforcement of ordinary school rules.
- assist school administrators in the investigation of criminal law violations such as thefts, break-ins, assault, etc.
- may assist school personnel in supervising after-school and evening activities involving students.
- coordinate with Decatur P.D. staff and address any traffic safety problems near school buildings.
- acquaint parents, students, and school personnel of the responsibilities of the person holding this position.
- work with Juvenile Court, Protective Services, and other agencies that are concerned with juvenile crime prevention.
- work with the staff at the school maintaining maximum school safety and security.
- consult with the school administration when called upon.
- responsible for keeping informed on Departmental activities that might have an effect on his/her SRO Responsibilities.
- perform their duties in a professional manner. To make every effort to respond in as positive a manner as possible, not only with juveniles, but also with parents, administrators, and the community.
- responsible for all DPD rules, regulations, and Policies and Procedures – as with all other sworn members of the Decatur Police Department.
- to improve law enforcement's image and educate students through:
 - a. Classroom visitations
 - b. School assemblies
 - c. Attendance at various group activities.

Including the items mentioned above, the SRO will have duties each day which will consist of the following:

- Visible presence each morning at various entrances of the building (bus drop off, car drop off, etc.)
- Visible presence in the hallways and cafeterias during the peak student movement times
- Monitoring outdoor activities by having a daily routine to walk the perimeter
- Review school cameras as needed.
- Speak with students at different times during the school day to promote a positive relationship

This list is not inclusive of the SRO's responsibilities and may include more as they progress in their job.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY:
DATE: June 22, 2023

SUBJECT: Request to approve recommendation from the Planning Commission to engage with Southwest Michigan Planning Commission at a cost not to exceed \$10,610.00 to be split between the joint proposal with Decatur & Hamilton Townships

Action Requested:

Request to approve the recommendation from the Planning Commission to engage with Southwest Michigan Planning Commission at a cost not to exceed \$10,610.00 to be split between Decatur & Hamilton Township for the update to the joint Master Plan.

Background:

The Planning Commission has been working on updating the Joint Master Plan between Decatur & Hamilton Township. The prior update was completed in 2017. The PC requested proposals through the RFP process. Southwest Michigan Planning Commission is the preferred vendor for the Village. The last update to the joint plan with completed by the SWMPC.

Decatur & Hamilton Township have agreed to engage with SWMPC due to the past relationship of the prior updates. Attached to this memo you will read a detail accounting of cost and the types of updates the PC is requesting.

If approved, the expenses for this project will be split equally three ways (1/3)

Decatur Village - \$3,536.66

Decatur Township - \$3,536.66

Hamilton Township - \$3,536.67

Attachment(s):

RFP

SWMPC – option 2

2

Decatur Village, Decatur Township and Hamilton Township Master Plan Proposal

Southwest Michigan Planning Commission

	AP	JP	MC	Total
Review existing plan/interviews				\$1,242.00
Document success in achievement of objectives & implementation strategy/suggestions for improving plan			1.5	\$138.00
Interview Meetings with each municipality (3 meetings)			12.00	\$1,104.00
Community Inventory/Analysis Phase				\$2,589.00
Social Characteristics (demographics, housing, employment, economics, transportation/circulation, etc)	14.00		1.50	\$1,104.00
Physical Characteristics (topo, soils/geology, hydrology, etc.)		4.00	1.50	\$430.00
Community Infrastructure (water, sewer, gas, electric, recreation, education, etc.)	6.00			\$414.00
Land Use w/Cover (housing, business, industry, historic patterns, etc.)		5.00	3.00	\$641.00
Public Involvement				\$2,783.00
Online Survey (develop, refine, tabulate, analyze)	15.00		10.00	\$1,955.00
Public "Visioning" Sessions (one)	4.00		6.00	\$828.00
Goals and Objectives Phase				\$1,193.00
Review Goals and Objectives			5.00	\$460.00
Goals and objectives for housing, employment, economy, transportation/circulation			2.00	\$184.00
Goals and objectives for community infrastructure-water, sewer, gas, electric, recreation, education			2.00	\$184.00
Final Maps		5.00		\$365.00
Future Land Use Alternatives				\$1,320.00
Update future land use descriptions			8.00	\$736.00
Update future land use map		8.00		\$584.00
Implementation Strategies/Action Steps Phase				\$1,932.00
Update suggested policies/programs			4.00	\$368.00
Update Action Plan			4.00	\$368.00



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY:
DATE: July 10, 2023
SUBJECT: Request approval emergency tree removal bid from JC and Son, Inc at a cost not to exceed \$14,800.00.

Action Requested:

It is requested that Village Council approval emergency tree removal bid from JC and Son, Inc at a cost not to exceed \$14,800.00.

Background:

The Village of Decatur, advertise for solicitation of tree removal services, back on December 19, 2022, for the upcoming new budget year. One solicitation was received from preferred vendor JC and Son, Inc. At this time staff is recommending proceeding with the emergency trees identified as sewer listed in the bid proposals. The following locations were determined to be potentially concerning due to the Village's Wastewater System.

1. 3-Maple Trees 100 block W. St. Mary's Street \$4,000.00
2. 1-Maple Tree 314 W. St. Mary's Street \$1,600.00
3. 1-Maple Tree 406 W. St. Mary's Street \$1,200.00
4. 2-Maple Trees 210 W Sherwood Street (South side) \$2,400.00
5. 1-Maple Tree 510 Rosewood Ave \$800.00
6. 1-Sycamore Tree 510 Rosewood Ave \$1,200.00
7. 2-Maple Trees 530 Rosewood Ave \$3,600.00

Staff is recommending the expenditure to be covered in budget. The cost will be split between the Sewer Fund and Local Street Fund.

Attachment(s):

J.C & Son, Inc

REQUEST FOR PROPOSALS- BIDS

Deadline for submission: April 14, 2023 by 5:00pm



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO:
FROM: Shantel Pentland, Administrative Assistant
REVIEWED BY: Christopher Tapper, Village Manager
DATE: December 19, 2022

SUBJECT: 2023 Tree Removal List

Action Requested:

Please provide a bid to remove the following 22 trees located within Village limits

Background:

- | | | |
|--------------|----------------------------------|----------------------|
| • 3 Maples | 100 block W. St. Marys St. | Sewer |
| • 1 Maple | 109 N. George St. | Bad Shape/ Splitting |
| • 1 Maple | 314 W. St. Marys St. | Sewer |
| • 1 Maple | 406 W. St. Marys St. | Sewer |
| • 2 Oaks | 300 N. John St. | Power Lines |
| • 2 Maples | 210 W. Sherwood St. (South Side) | Sewer/ Bad Shape |
| • 4 Maples | 205 W. Sherwood St. | Bad Shape |
| • 1 Maple | 510 Rosewood Ave. | Sewer |
| • 1 Sycamore | 510 Rosewood Ave. | Sewer |
| • 2 Maples | 530 Rosewood Ave. | Sewer |
| • 1 Oak | E. Edgar Bergen Blvd. & East St. | Primary Power Line |
| • 3 Maples | 311 E. Edgar Bergen Blvd. | Bad Shape |

J. C. AND SONS, INC.

TREE SERVICE SPECIALISTS FOR SOUTHWESTERN MICHIGAN
 100 W. South Street, Decatur, MI. 49045 Phone: 269-423-7614 Fax: 269-423-6290
 E-mail: jcandsonstrees@yahoo.com

Q U O T A T I O N

CHARGE:	village of decatur	JOB LOCATION IF DIFFERENT
ATTN:	chris tapper	
ADDRESS:	114 n helps st decatur mi 49045	
PHONE:		
FAX:	2694239047	

Quotation Date	Sold By	Quote #0111323
23-Jan-22	JC	

QUANTITY	SERVICE	PRICE
3	maples 100 block w. st. marys st sewer	\$4,000.00
1	maple 109 n george st bad shape/splitting	\$1,600.00
1	maple 314 w. st. marys. St. Sewer	\$1,600.00
1	maple 406 w. st. marys st. Sewer	\$1,200.00
2	oaks 300 n john st. Power lines	\$5,600.00
2	maples 210 w sherwood st (south side) sewer bad shape	\$2,400.00
4	maples 205 sherwood st. Bad shape	\$4,000.00
1	maple 510 rosewood ave. Sewer	\$800.00
1	sycamore 510 rosewood ave sewer	\$1,200.00
2	mapels 530 rosewood ave sewer	\$3,600.00
1	oak e edger bergen blvd power lines	\$3,200.00
3	mapels 311 e edger bergen blvd bad shape	\$4,000.00
1	oak 206 n east st. Bad shape	\$6,400.00

Quote still stands 6/5/23 MD.

TOTAL AMOUNT DUE

\$39,200.00

TERMS: PAYMENT DUE UPON COMPLETION

I HAVE RECEIVED A COPY OF THIS QUOTE.

SIGNATURE: _____

I ACCEPT AND APPROVE TERMS & PRICES.

PRINTED NAME: _____

DATE: _____

PLEASE NOTE: If this is covered by insurance, YOU will be responsible for all deductibles and costs above and beyond what your insurance pays

**ASK TO SEE OUR FULL COVERAGE OF WORKER'S COMPENSATION & LIABILITY INSURANCE
 YOU AND YOUR HOME ARE FULLY COVERED**

PRICES VALID FOR 30 DAYS

Copy on file



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Megan Duncan, Clerk/Treasurer
REVIEWED BY: Christopher Tapper, Village Manager
DATE: July 10, 2023

SUBJECT: Request to adopt the Performance Resolution for Municipalities from the Michigan Department of Transportation, Decatur Day, August 5, 2023.

Action Requested:

It is requested that Village Council adopt the Performance Resolution for Municipalities from the Michigan Department of Transportation, Decatur Day, August 5, 2023.

Background:

Village Council approved Resolution 2023-010, road closure for Decatur Day, at the June 5, 2023 Regular Council Meeting. MDOT informed the Village that they have their own resolution for municipalities to have approved before any permits will be issued for road closure.

Attachment(s):

Performance Resolution for Municipalities

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____ Village of Decatur
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Village Manager Chrstopher Tapper _____

Village Clerk/Treasurer Megan Duncan _____

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____ Village Council
(Name of Board, etc.)

of the _____ Village of Decatur _____ of _____ Van Buren _____
(Name of MUNICIPALITY) (County)

at a _____ Village Council _____ meeting held on the _____ 10th _____ day

of _____ July _____ A.D. _____ 2023 _____.

Signed

Village President _____

Title

Ali Elwaer _____

Print Signed Name



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY:
DATE: July 10, 2023

SUBJECT: Request approval quote from City Services Inc. for labor, material, and services, for hydrastop brand valve insertions for two fire hydrants and subsequently approve budget amendment to the Water Fund, Distributions Department, Supplies & Maintenance

Action Requested:

It is requested that Village Council approve the quote from City Services Inc. for labor, material and services, for hydrastop brand valve insertions for two fire hydrants at a cost not to exceed \$ 12,900.00. and subsequently approve budget amendment to the Water Fund, Distributions Department, Supplies & Maintenance.

Background:

During routine maintenance of two fire hydrants, staff determined, the fire hydrant at Clark & Mills Street is broken and did not have the correct isolation value to shut off the hydrant at the road. Fire hydrant at E. St. Mary's and George Street was also determined not have the appropriate isolation valve. These valves are important to the operations of the hydrants, without the correct isolation valves, the DPW Department will have a difficult time performing routine maintenance.

At this time, staff recommends a budget amendment will also be needed. The amendment would need to be reflected in the Water Fund, Distribution Department, Supplies & Maintenance (591-552-776-000)

Attachment(s):

City Services



Quote Only
Village of Decatur Michigan

The following price includes labor and material for hydrastop brand valve insertions on DI or CI pipe only.

1- 4" Valve Insertion = \$6000.00 each

1- 6" Valve Insertion = \$6600.00 each

1- Valve Box = \$300.00 each

Let me know if you have any questions

Thank you,

Brian (Woody) S. Waters

4901 Clay Ave Se
Grand Rapids, Mi. 49548

P: 616-241-4858
F: 616-514-6138



Re: Valve Insertion Quote

Jim Ebeling <jebeling@decaturni.us>

Tue 6/27/2023 11:57 AM

To: Christopher Tapper <ctapper@decaturni.us>

Clark and mills hydrant is broke should be able to fix not replace the next one is at e st Mary's and George not sure what this problem is but no isolation valve is there to turn hydrant off if we need to replace it

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

From: Christopher Tapper <ctapper@decaturni.us>

Sent: Tuesday, June 27, 2023 11:52:37 AM

To: Jim Ebeling <jebeling@decaturni.us>

Subject: Re: Valve Insertion Quote

Please remind me on the location

CT

From: Jim Ebeling <jebeling@decaturni.us>

Sent: Tuesday, June 27, 2023 11:51 AM

To: Christopher Tapper <ctapper@decaturni.us>

Subject: Fwd: Valve Insertion Quote

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

From: Brian (Woody) S. Waters <bwaters@etnasupply.com>

Sent: Monday, June 26, 2023 11:35:12 AM

To: Jim Ebeling <jebeling@decaturni.us>

Subject: Valve Insertion Quote

Etna is hiring! Check out our [current openings!](#)

Save time and order online at etnasupply.com.





Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY:
DATE: July 10, 2023
SUBJECT: Request to adopt Ordinance 2023-003 Amendments, Chapter 38 Utilities

Action Requested:

Request to adopt Ordinance 2023-003 Amendments, Chapter 38 Utilities

Background:

Historically the prior practice of many communities, was to include financial information, specifically rate information to be included in adopted ordinances. Present day, it becomes difficult for communities to “hold” rate information to an ordinance, because the cost of performing business is always changing.

The Village Council over the prior years, has adopted several rate changes. Rate changes precisely are proposed and reviewed by Council each year during the budget process. The Village Council adopts an annual Fee Schedule, which address rates, fees, and cost. In review of several ordinances, staff has located discrepancies that need to be amended.

Attached to this memo is a copy of Chapter 38 Utilities. The proposed amendments are reflected in **RED** Sec 38-76, Sec 38-157.

Attachment(s):

Chapter 38 Utilities

Chapter 38 UTILITIES

ARTICLE I. IN GENERAL

Secs. 38-1—38-18. Reserved.

ARTICLE II. SEWER

DIVISION 1. GENERALLY

Secs. 38-19—38-39. Reserved.

DIVISION 2. PUBLIC AND PRIVATE SEWERS AND DRAINS¹

Sec. 38-40. Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building sewer means the extension from the building drain which conveys the discharge of sewage to the public sewer system and its components or other places of disposal.

Commodity charge means a periodic charge levied on users for use of the public sewer system on the basis of water consumption. The charge represents a portion of (a) that user's proportionate share of the fixed and variable cost of operation and maintenance and (b) the benefit to that user derived from the use of the public sewer system. The charge may include a debt service component, as necessary, to pay all or a portion of the principal, interest, and administrative costs of retiring public sewer system indebtedness.

Composite sample means the sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time, over a specified period which provides a representative sample of the average stream during the sampling period. For categorical process samples, this is required to be a minimum of four samples per 24 hours (40 CFR 403.12(b)).

Connection fee means the charge imposed by the village to regulate the connection of a building sewer to the public sewer system. This fee represents (a) the proportional cost attributable to each structure in which sanitary sewage originates to regulate access to the public sewer system and ensures that sufficient capacity exists to accommodate the additional use without overburdening the public sewer system or adversely affecting the ability of the village to provide service to the public sewer system's existing and future customers; and (b) the

¹Editor's note(s)—Ord. No. 2020-002, §§ 1—10, adopted Mar. 2, 2020, amended Div. 2 in its entirety to read as herein set out. Former Div. 2, §§ 38-40—38-47, pertained to similar subject matter and derived from Ord. No. 48B, §§ I—VIII, 7-15-1971.

benefit to the owner of a structure in which sanitary sewage originates derived from the connection to the public sewer system including, but not limited to, eliminating or reducing the risk of contamination of groundwater.

Debt service charge means an amount charged to users of the public sewer system to pay all or a portion of the principal, interest, and administrative costs of retiring the debt incurred for acquisition, construction, and improvement of the public sewer system.

Domestic sewage means normal strength liquid wastes from all habitable buildings and residences and shall include human excreta and wastes from sinks, lavatories, bathtubs, showers, laundries, and all other water-carrier wastes of organic nature either singly or in combination thereof.

Domestic user means all users of the public sewer system whose discharge into the public sewer system is primarily domestic sewage.

Effluent means waste material (smoke, liquid, industrial refuse, or sewage).

Gravity flow sewer means a sewer line that flows solely due to the earth's gravitational forces and that does not rely upon mechanical means or pumps to impart the necessary energy to convey sewage from one point to another, whether located upon public or private property.

Gravity system means the publicly owned sewer lead which is a gravity flow sewer and provides the connection between the privately-owned building sewer and the public sewer system.

Grease trap means a tank of a size and material and so designed as to be capable of removing grease and oily wastes from the sewage.

Grinder pump means, in a grinder pump system, the device to which the building sewer connects, and which grinds and pumps the sewage for transportation to the sewage treatment facility.

Grinder pump system means the publicly owned grinder pump, controls and pressure discharge pipe, including all control boards, controls, floats, pumps, storage tanks and appurtenances thereto which provides the connection between the privately-owned building sewer and the public sewer system.

Incompatible pollutants mean any pollutant which is not compatible with biological treatment or whose removal has not been designed into the treatment process.

Industrial wastes mean the liquid, solid, semisolids or gaseous waste or form of energy, or a combination thereof, resulting from any processes of industry, manufacturing, business, trade or research, including the development, recovery or processing of natural resources, distinct from domestic sewage and normal strength sewage.

Inspection and administration fee means the amount charged to each applicant by the village at the time an application is made to the village for connection to the public sewer system to cover the routine cost of inspecting and approving the physical connection to a building sewer and the service connection to the public sewer system, the issuance of a connection permit and related administrative expenses.

Inspector means the person(s) responsible for inspecting the connection of building sewers and service connections to the public sewer system as designated by the village.

Laboratory determinations. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR part 136 and amendments thereto. Where 40 CFR part 136 does not contain sampling or analytical techniques for the pollutant in question, or where EGLE determines that the part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures approved by EGLE or the EPA.

Meter means an instrument for measuring the rate of flow and volume of sewage discharged to the public sewer system or water supplied by the public water system.

National Pollution Discharge Elimination System Permit or NPDES permit means a permit issued by the MDEQ for the discharge of Sewage pursuant to section 402 of the Clean Water Act.

Natural outlet means any outlet into a watercourse, pond, ditch, lake or another body of surface or groundwater.

Nondomestic user means an industry, commercial establishment, or other entity that discharges sewage or wastewater to the public sewer system other than, or in addition to, domestic sewage. Single- and multiple-family residential dwellings with discharges consistent with domestic sewage characteristics are specifically excluded.

Nuisance means, without limitation, any condition where sewage or the effluent from any sewage disposal facility is exposed to the surface of the ground; or is permitted to drain on or to the surface of the ground or into any natural outlet.

Pass-through means a discharge which exits the public sewer system into waters of the state in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, causes a violation of any requirement of the public sewer system's NPDES permit (including an increase in the magnitude or duration of a violation) or detrimentally impacts the receiving waters.

Penalty means a charge for the discharge of non-compatible substances including pH in violation of the NPDES permit.

Person means any individual, firm, company, association, society, corporation or group, public or private.

Plumbing system means the water supply and distribution pipes, plumbing fixtures and traps; soil, waste and vent pipes; building drains and building sewers, including their respective connections, devices and appurtenances and water-treating or water-using equipment; all as located within the property lines of the premises.

Pollutant means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical waste, chemical waste, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, industrial and agricultural wastes, and the characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, odor).

Pollution means the manmade or man-induced alteration of the chemical, physical, biological or radiological integrity of water.

Premises means the lands included within the boundaries of a single description as set forth, from time to time, on the general tax rolls of the village as a single taxable parcel of property, including all structures located thereon.

Pretreatment or treatment means the reduction of the amount of pollutants, the elimination of pollutants, the alteration of the nature of pollutants or the alteration of the nature of the pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the sewage works. The reduction or alteration can be obtained by physical, chemical, or biological processes, process changes or other means, except as prohibited by 40 CFR 403.6(d), as amended. Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings.

Pretreatment requirements means any substantive or procedural requirement related to pretreatment imposed on a nondomestic user, other than a National Pretreatment Standard.

Pretreatment standards means all National Categorical Pretreatment Standards, the general and specific prohibitions specified in 40 CFR 403.5, all state standards as well as the prohibitions or limits specified in this division.

Private sewage disposal facility means any septic tank, subsurface disposal system or other devices used in the disposal of sewage, and which are not part of the public system.

Public sewer system means the complete Decatur Wastewater System and Wastewater Stabilization Lagoon, including all sewers, pumps, lift stations, treatment facilities, and all other facilities used or useful in the collection, treatment, and disposal of domestic, commercial or industrial wastes, including all appurtenances thereto and including all extensions and improvements thereto, which may hereafter be acquired.

Readiness to serve charge means a periodic charge levied on a user based upon the size of the user's public water meter. The charge represents a portion of (a) that user's proportionate share of the fixed and variable cost of operation and maintenance of the public sewer system and (b) the benefit to that user derived from the availability of the public sewer system and the peak usage that user may demand from the public sewer system. The charge may include a debt service component, as necessary, to pay all or a portion of the principal, interest, and administrative costs of retiring public sewer system indebtedness.

Receiving fund means the sewer system receiving fund established to receive collections of sewer rates and charges and all other revenues of the public sewer system.

Service connection means the portion of the public sewer system which extends either to or onto the parcel of land adjacent to the path of the public sewer system, and includes the tee/wye, valve, check valve, connector pipes, and the sewer lead, but not including the building sewer.

Sewage or wastewater means any combination of the water-carried waste material from residences, business buildings, institutions, and industrial establishments.

Sewage disposal system event means an overflow or backup of the public sewer system as defined in Act 222.

Sewer lead means that portion of the service connection which connects to the sewer main located in the public right-of-way and extends approximately therefrom to the property line, for connection to the building sewer.

Sewer rates and charges means the connection fee, inspection and administration fee, user charge, commodity charge, readiness to serve charge, debt service charge, the penalty imposed pursuant to section 38-41(d) and all applicable interest and penalties thereon.

Service district means the area of the village served by the public sewer system.

Slug means any discharge of water, sewage or industrial wastes which, in concentration of any given constituent or in the quantity of flow, exceeds, for any period of time longer than 15 minutes, more than five times normal strength or the average 24-hour flows during normal operation.

Storm sewer or storm drain means a sewer which carries storm or surface waters, or drainage, but excludes sewage.

Structure in which sanitary sewage originates means a building in which toilet, kitchen, laundry, bathing, or other facilities that generate sewage are used or available for domestic, commercial, industrial, or other purposes.

System means the public sewer system.

Toxic pollutant means any pollutant or combination of pollutants which is or can potentially be harmful to public health, the public sewer system or the environment, including those listed as toxic in regulations promulgated by the administrator of the EPA, under the provisions of section 307(a) of the Clean Water Act or other acts, as amended.

Village means the Village of Decatur, located in Van Buren County, Michigan, and/or its duly authorized agent or representative.

Unit or units means a unit for the purposes of determining rates and charges is as follows: (a) one unit for each single-family residence, (b) one unit for each apartment or dwelling unit located in said building, (c) one unit

for each business or other entity located in said building, and (d) one unit for each commercial or industrial premises per water meter installed at said premises.

User means a recipient of services provided by the public sewer system including structure in which sanitary sewer originates which are connected to and discharge sewage into the public sewer system.

(Ord. No. 2020-002, § 1, 3-2-2020)

Sec. 38-41. Use of public sewer system required.

- (a) *Discharge of sewage.* No person shall discharge to any natural outlet within the service district any sewage or other polluted waters except where suitable treatment has been provided in accordance with standards established by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), U.S. EPA, and this division.
- (b) *Private sewage disposal facility.* Except as provided in this division, no person shall construct or maintain in the service district any private sewage disposal facility. Any person owning property connected to the public sewer system shall provide for the proper abandonment or destruction of any existing private sewage disposal facility.
- (c) *Mandatory connection to public sewer system.* All owners of structures in which sanitary sewage originates, now situated or hereafter constructed within the service district, are hereby required at their expense to install suitable plumbing fixtures and connect such facilities directly with the available public sewer system, in accordance with the provisions of this division. The village shall require all such owners, pursuant to the authority conferred upon the village by law or ordinance, to make such installations or connections which must have the approval (during and after construction) of the inspector.
- (d) *Connection deadline; penalty.* As a matter of public health, safety and welfare, all connections to the public sewer system required hereunder, shall be completed no later than 90 days after the last to occur of the date of official notice by the village to make said connections or the modification of a structure so as to become a structure in which sanitary sewage originates. Newly constructed structures required to connect shall be connected prior to occupancy thereof. Persons who fail to complete a required connection to the public sewer system within such 90-day period shall, in addition to all other costs, fines, and damages available in subsection (e) of this section, be liable for a civil penalty equal in amount to the user charges and debt service charges applicable to the number of units assigned to the premises, that would have accrued and been payable had the connection been made as required.
- (e) *Enforcement in the event of a failure to connect.* In the event a required connection to the public sewer system is not made within the time provided by subsection (d) of this section, the village shall require the connection to be made immediately after notice given by first-class or certified mail or by posting on the property. The notice shall give the approximate location of the available public sewer system and shall advise the owner of the affected property of the requirement and enforcement provisions provided by village ordinance and state law. In the event the required connection is not made within 90 days after the date of mailing or posting of the written notice, the village may bring an action in any manner provided by law in a court of competent jurisdiction for a mandatory injunction or court order to compel the property owner to immediately connect the affected property to the available public sanitary sewer system.
- (f) *Extensions of public sewer system to service new developments.*
 - (1) The owner of premises located within the service district but not served by an available public sanitary sewer system may elect to extend the public sewer system and connect his premises thereto, subject to the conditions for sewer extensions set forth in section 38-42(h) and (i).

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- (2) The owner (or developer) of lands in the village proposed for development (whether by site condominium, subdivision, land division or otherwise) for which land use approval is received after the effective date of this division, shall be required to extend the public sewer system and connect the premises so developed to the public sewer system subject to the conditions for sewer extensions set forth in section 38-42(h) and (i).
 - (3) The owner of a premises located within the service district and served by an available public sewer system who legally divides the premises shall be required to extend the public sewer system such that all resulting divisions of the parent parcel are served by an available public sanitary sewer system.
- (g) *Connection of premises located outside the service district.* Premises located outside the service district shall be permitted to connect to the public sewer system only upon the consent of the village council. The consent of the village council shall be granted or denied by the village council in the exercise of its reasonable discretion and shall be based upon the continued availability of capacity in the public sewer system for premises located within the service district and may be based upon such other considerations deemed appropriate by the village council and consistent with this division. To the extent an extension of the public sewer system is required, the conditions set forth in section 38-42(i) shall apply. In its discretion, the village council may require the person requesting the connection of premises located outside the service district to provide, at the sole expense of the said person, an engineering report by a consulting engineer acceptable to the village addressing the cost and feasibility of the proposed sewer service (and any sewer extension necessitated thereby) in the context of the foregoing considerations.
- (h) *Conditions for extension of public sewer system by property owner.* If a connection to the public sewer system is required by section 38-42(f) of this division, but there is no available public sewer system adjacent to the premises, or if a property owner elects to extend the public sewer system, such extension shall be in accordance with the following requirements, unless modified by the terms of a written agreement between the village and the property owner pursuant to section 38-41(i).
- (1) The development system to be extended by the property owner (or developer) shall be extended to the premises in a public right-of-way, or in an easement owned by the public to the premises in question. If the development system is to be extended for the purpose of serving a new development, including but not limited to a site condominium, subdivision, or division of land which involves the installation of a new public or private road, the development system shall be extended throughout such new road so that the development system abuts all units or lots within the development, within an easement dedicated to the public if not located in a public street right-of-way.
 - (2) If the development system is extended to a premises, the development system shall be installed across the entire frontage of the premises served to the border of the adjacent premises. For developments for which a new public or private road is constructed, the development system shall be extended across the entire frontage of the development on the existing adjacent public or private road, in addition to being extended within the new road to all lots or units within the development. All development system extensions shall be located within an easement dedicated to the public, if not located in a public street right-of-way.
 - (3) The development system shall be constructed in accordance with specifications approved by the village.
 - (4) Upon completion of the development system, verification by the inspector that it has been properly constructed, and proof that all contractors have been paid for the cost thereof (including lien waivers), the development system shall be dedicated to the village, without cost to the village. Upon acceptance of the dedication in the discretion of the village, the village shall thereafter be responsible for maintenance of the development system and the development system shall become part of the public sewer system. The village shall be assigned, or be a third-party beneficiary of, all construction contracts and material and equipment warranties.

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- (5) The person responsible for installing the development system shall also reimburse the village for the cost of acquisition of right-of-way, if necessary, including attorney fees, appraisal fees, cost of land title research and all other expenses of any condemnation proceedings. The person responsible for installing the development system shall pay an amount to the village, in advance, at least equal to the estimated fees for such acquisition. Any excess not required to complete the improvements shall be refunded to the responsible party; any shortfall shall be paid before the connection of any premises is permitted.
 - (6) The entire cost of installation of the development system, including but not limited to engineering, legal, financing, construction, permits, and restoration shall be paid by the owner or owners of the premises to whom sewer is being extended.
 - (7) In addition to the extension of a development system as required, the owner of premises to be connected to the public sewer system shall reimburse the village for the cost of making improvements to downstream facilities, which are necessary as a result of the additional connections proposed to be made by the owner of the premises or by a development which will be provided with service by the public sewer system, including but not limited to increasing the size of downstream sewer mains and related facilities to provide sufficient capacity, increase in the capacity of lift stations, and an increase in treatment capacity. In such a situation, the responsible party and the village shall enter into an agreement whereby the responsible party pays to the village, in advance, an amount equal to at least the estimated cost of making such improvements. Any excess not required to complete the improvements shall be refunded to the responsible party; any shortfall shall be paid before the connection of any premises is permitted.
 - (8) In its discretion, the village council may require the person requesting the extension or required to construct an extension to provide at the sole expense of said person an engineering report by a consulting engineer acceptable to the village addressing the cost and feasibility of the proposed extension in the context of the foregoing conditions.
- (i) *Sewer extension agreements.* The village shall have the authority to negotiate agreements for sewer extensions with landowners, developers, municipalities and other persons, which agreements shall be subject to the approval of the village and may take into consideration issues of demand, benefit, capacity, necessity, timing and funding and may provide for construction advances, prepayment of rates and charges, payback arrangements of up to ten years and similar matters.

(Ord. No. 2020-002, § 2, 3-2-2020)

Sec. 38-42. Building sewers and connections.

- (a) *Permit requirement.* No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any portion of the public sewer system or existing connections thereto without first obtaining a written permit from the village in accordance with subsection (b) of this section.
- (b) *Permit application.* A connection to the public sewer system shall be made only by an authorized contractor or plumber upon the written authorization and a connection permit issued by the village. Prior to said connection, the property owner or his agent shall submit a permit application to the village. This permit application shall be on a form furnished by the village and shall be accompanied by payment of the applicable connection fee determined in accordance with section 38-44(c), any civil penalty which has accrued pursuant to section 38-41(d) above, the inspection and administration fee, the plans and specifications of all plumbing construction within the premises (when requested), and all other information required by the village.

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- (c) *Approval of permit application.* The approval of a connection permit application by the village shall be subject to:
- (1) Compliance with all terms of this division, including, without limitation, subsection (b) above, the applicable plumbing code, and the rules and regulations of the health department and EGLE;
 - (2) The availability of capacity in the public sewer system for the use proposed by the permit application, including compatible pollutant capacity;
 - (3) Compliance of the plans and specifications for connection with the following standards for construction:
 - a. The design, installation, and connection of the building sewer and the service connection shall meet the specifications approved from time to time by the village and on file for public inspection at the village offices. The sewer lead shall not be less than six inches in diameter and not less than one and one-quarter inches in diameter for and not less than one and one-quarter inches in diameter for a grinder pump system and a larger diameter may be required by the village based upon the length of run or grade of the sewer lead.
 - b. The building sewer shall not be less than four inches in diameter for a gravity flow sewer and not less than one and one-quarter inches in diameter for a pressure sewer, each of which discharge to the service connection, and is subject to inspection by the inspector at the time of connection to the service connection. In the event such inspection reveals a deficiency or non-conformity in the building sewer, the connection of the building sewer to the service connection shall not be completed or approved until the owner has corrected the said deficiency or non-conformity to the satisfaction of the inspector.
 - c. Whenever possible the building sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to and within three feet of any bearing wall, which might thereby be weakened. the depth shall be sufficient to afford protection from frost. Where this minimum depth cannot be obtained, the building sewer shall be laid at a minimum grade of one-quarter inch per foot and insulated, sloping towards the sewer lead.
 - d. In all buildings in which any building drain is too low to permit gravity flow to the service connection, the sewage carried by the building drain shall be lifted by means acceptable to the village and discharged to the service connection. However, the operation and maintenance of all interior lift pumps and injectors shall be the responsibility of the property owner.
 - e. Where the public sewer system is more than 12 feet deep measured from established street grade, a riser may be constructed on the service connection using methods and materials approved by the village.
 - f. All joints and connections shall be made gas-tight and water-tight.
 - g. A separate and independent building sewer shall be provided for every building. Where, however, one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer upon application to and approval by the village. Other exceptions may be allowed only by special permission granted by the village council acting as the board of appeals in accordance with section 38-46 of this article.
 - h. The connection of the service connection to the public sewer shall be made at the "Y" branch if such a branch is available at a suitable location.
 - i. When connections are to be made with any sewer in any street the trench shall be backfilled with sand or gravel in layers not to exceed eight inches in thickness. Each layer shall be thoroughly and

solidly tamped in place; the backfill shall be finished to the same grade as the original surface and shall be maintained in that condition for a period of one year from the date after which they were installed. Where the existing roadway is cindered or graveled, the final eight inches of the backfill shall be made with gravel. In case of failure to maintain trenches and backfill in such condition, the village may make the necessary repairs and charge the total cost against the person responsible for the same as a miscellaneous user fee. No backfill shall be placed until the connection of the building sewer to the service connection has been inspected and approved by the inspector.

- j. The person or owner causing any excavation or trench to be made in any public street or thoroughfare in the village shall be required to backfill and replace the trench as herein provided within a period of three days after work of excavating has been started unless permission is granted by the village to allow the trench to be open for a longer period of time. In case of the failure to promptly refill any trenches within a period of three days, the village shall have the right to cause the same to be refilled and the expense shall be charged against the person, or owner responsible, therefore, as a miscellaneous user fee.
 - k. All sewer connections shall be made with the following approved sewer pipe: (a) Sch. PVC 40-80-120, ASTM D-1785, (b) ABS, Sch. ASTM D-1527, (c) PVC ASTM D3034, SDR 35, ASTM D3212 joint, or (d) cast iron pipe, ASTM A74-72. Sewer pipe shall not be less than six inches in diameter and at such locations in the public sewers where branches or wyes were placed for that purpose if any. Where there are no wyes, the sewer may, for the purpose of making connections, be tapped under the direction and supervision of the inspector and the connection shall be made by saddle device approved by the village. All work for the purpose of making sewer connections shall be done in compliance with the rules, regulations, and codes governing plumbing in the village.
 - l. Connection of the building sewer to the service connection shall conform to requirements of the building and plumbing code or other applicable rules and regulations of the village. Any deviation from the prescribed procedures and materials must be approved by the inspector.
- (d) *Excavations, pipe laying and backfill.* All excavations, pipe laying, and backfill required for the installation of building sewers and service connection shall be done to conform to requirements and standards approved by the village. No backfill shall be placed until the work has been inspected and approved by the inspector.
 - (e) *Connection of building sewer.* The connection of the building sewer to the public sewer system shall be made at the service connection and shall be inspected and approved by the inspector.
 - (f) *Connection of certain drains is prohibited.* No person shall make the connection of roof downspouts, exterior footing or foundation drains, areaway drains, storm drains, sump pumps, or other points of entry of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to the public sewer system.
 - (g) *Public safety requirements; restoration.* All excavations for building sewer installation and connection to the public sewer system shall be adequately guarded with barricades and lights so as to protect the public from hazard. Every person digging or causing to be dug any trench in any public street or thoroughfare, for the purpose of making connections with sewer mains shall place or cause to be placed and maintained at and along such trench, proper signals, colored lights, and barricades to give warning and prevent accidents, but in no case shall a trench be dug so as to entirely block any street for travel without the consent of the village. All barricading shall be done in accordance with the requirements of the Van Buren County Road Commission or MDOT, as the case may be. In case of the failure to properly barricade or light such excavations or trenches, the county road commission or MDOT, as the case may be, is authorized to cause the same to be lighted or barricaded and the expense thereof shall be charged against the persons responsible for the opening. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be

restored at the cost of the property owner in a manner satisfactory to the village, the county road commission, MDOT and all other governmental entities having jurisdiction.

- (h) *Cost of installation of building sewer and connection to public sewer; authorized persons; indemnification.* All costs and expenses incidental to the installation of the building sewer, the connection of the building sewer to the service connection and the connection of the service connection to the public sewer system sewer main shall be borne by the owner of the property being connected. Any person is authorized to install a building drain, building sewer and service connection and the connection of the building drain to the building sewer, subject to applicable building and plumbing codes and inspection in accordance with section 38-42(j). Only an authorized contractor or plumber licensed by the village in accordance with section 38-42(l) may connect the building sewer to the service connection or connect the service connection to the public sewer system sewer main, subject to the requirements of this division, including inspection in accordance with section 38-42(j). No such work shall be commenced before such owner obtains any necessary permission to work in the public right-of-way from the county road commission or MDOT, as the case may be. Said owner shall indemnify the village from all loss or damage that may directly or indirectly be caused by the installation and connection of the building sewer to the service connection and the installation and connection of the service connection to the public sewer system.
- (i) *Inspection.* A connection permittee shall notify the inspector when the building sewer and service connection are ready for inspection. The excavation shall be left open until the inspection is complete. If the inspector determines that the building sewer and service connection have been constructed and installed in accordance with the requirements of the permit and this division, a sewer connection approval shall be issued and the building sewer shall then be connected with the service connection under the observation of the inspector. The inspection shall include the installation of all required components of the service connection, including without limitation, sealants, riser, discharge lines, and related necessary appurtenances. The inspection required by this section shall include the abandonment of the private sewage disposal facility in the manner required by the health department.
- (j) *Village's responsibility for repairs, operation and maintenance.* The cost of all repairs, operation, maintenance and replacement of the public sewer system, as well as each service connection shall be borne by the village as part of the village's budgeted annual expense of the system, subject to the right of the village to impose a miscellaneous user fee in accordance with section 38-44 below.
- (k) *Property owner's responsibility for repairs, operation and maintenance.* The cost of all repairs, operation, maintenance and replacements of building drains, building sewers and the connection of the building sewer to the service connection shall be borne by the property owner. If the property owner has not granted an easement to the village to maintain the service connection which is a grinder pump system, then the cost of all repairs, operation, maintenance and replacement of the service connection shall also be borne by the property owner.
- (l) *Contractor requirements.* Any person desiring to construct a service connection or connect a building sewer to a service connection or uncover, make any connection with or opening into, use, alter or disturb any public sewer or appurtenances thereof, must secure an annual license from the village. The license shall be issued on the basis of the village's fiscal year. The person applying for such license shall pay a license fee of ~~\$50.00~~ and execute into the village and deposit with the village, a cash bond or irrevocable letter of credit in the sum of \$5,000.00, conditioned that he will faithfully perform all work with due care and skill, and in accordance with the laws, rules codes, and regulations established under the authority of the village pertaining to sewers and plumbing. This bond shall state that the person will indemnify and save harmless the village and the owner of the premises against all damages, costs, expenses, outlays and claims of every nature and kind arising out of mistakes or negligence on his part in connection with the service connection installation and/or connection as prescribed in this division. Such bond shall remain in force and must be executed for a period of one year, except that, upon such expiration, the bond shall remain in force as to all penalties, claims, and demands that may have accrued thereunder prior to such expiration. The licensee shall

also provide to the village, evidence of public liability insurance insuring the interests of the village, the property owner, and all persons, for all damages caused by accidents attributable to the work, with limits of \$100,000.00 for one person, \$300,000.00 for bodily injuries per accident, and \$100,000.00 for property damages.

(Ord. No. 2020-002, § 3, 3-2-2020)

Sec. 38-43. Use of the public sewer system and industrial pretreatment.

- (a) *Prohibited discharge of storm water.* No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, water from footing drains, roof runoff, subsurface drainage, unpolluted cooling water or unpolluted industrial process waters to the public sewer system. Any premises connected to a storm sewer shall comply with county, state and federal requirements as well as those of the village.
- (b) *Permissible discharge of storm water.* Unpolluted water, stormwater, and all other unpolluted drain water shall be discharged to the ground surface, to a natural outlet or to a storm sewer or storm drain in accordance with applicable state and federal regulations.
- (c) *Prohibited discharges to public sewer system.*
 - (1) No person or user shall introduce or cause to be introduced, into the public sewer system directly or indirectly, any pollutant or sewage which causes pass-through or interference. These general prohibitions apply to all users of the public sewer system whether or not the user is subject to the categorical pretreatment standards or any other national, state or local pretreatment standards or pretreatment requirements.
 - (2) No person or user shall introduce or cause to be introduced into the public sewer system the following pollutants, substances, wastewater or prohibited discharges:
 - a. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Celsius, using the test methods specified in 40 CFR 261.21, or be injurious in any other way to the public sewer system or the sewage treatment facility or to the operation of the public sewer system or the sewage treatment facility. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.
 - b. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the public sewer system such as, but not limited to: grease, garbage, animal guts or tissues, paunch manure, bones, hair, hides or fleshing's, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.
 - c. Any wastewater having a pH of less than five, or other than that range established by the NPDES discharge permit, or any wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the public sewer system. In any event, a minimum pH of five is necessary in order to comply with 40 CFR 403.5.
 - d. Any pollutant, including oxygen demanding pollutants released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the public sewer system.

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- e. Any sewage containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the public sewer system, or exceed the limitation set forth in a categorical pretreatment standard or any other applicable federal, state or local standards.
 - f. Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard or to prevent entry into the sewers for maintenance and repair.
 - g. Pollutants which result in the presence of toxic gases, vapors or fumes within the public sewer system in a quantity that may cause acute worker health and safety problems.
 - h. Pollutants including, without limitation, petroleum oil, non- biodegradable cutting oil or products of a mineral oil origin, in amounts that will cause interference or pass-through.
 - i. Any substance which, alone or in conjunction with a discharge or other discharges, causes pass-through.
 - j. Any substance which will cause the public sewer system to violate its NPDES permit.
 - k. Any sewage having a temperature which will inhibit biological activity in the public sewer system resulting in interference. Wastewater with a temperature at the introduction into the sewage works which exceeds 40 degrees Celsius or 104 degrees Fahrenheit or is lower than zero degrees Celsius or 32 degrees Fahrenheit is prohibited.
 - l. Any slug load.
 - m. Any sewage containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the village in compliance with applicable state or federal regulations.
 - n. Any sewage which causes a hazard to human life, any hazardous situation, or creates a public nuisance.
 - o. Any unpolluted water including, but not limited to, non-contact cooling water.
 - p. Any sludge, precipitate, or congealed substances resulting from an industrial or commercial process or resulting from the pretreatment of sewage or air pollutants.
 - q. Any trucked or hauled pollutants except at discharge points designated by the public sewer system.

Upon the promulgation of the categorical pretreatment standards for a particular industry subcategory, the applicable pretreatment standard, if more stringent than limitations imposed under this division, shall immediately supersede the limitations imposed under this division and shall be considered part of this division and the village shall notify all affected users of the applicable reporting requirements.

(d) *NPDES permit limitations.*

- (1) No person shall discharge or cause to be discharged into the public sewer system any sewage which would cause effluent from the public sewer system to exceed discharge limits established in the NPDES permit issued for operation of the system.
- (2) Wastewater discharges shall be expressly subject to all provisions of this article and all other applicable regulations, and the sewer rates and charges established by the village council. In addition, the village may:
 - a. Limit the average and maximum wastewater constituents and characteristics;

- b. Limit the average and maximum rate and time of discharge and make requirements for flow regulations and equalization;
 - c. Require the installation and maintenance of inspection and sampling facilities;
 - d. Establish specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests and reporting schedule;
 - e. Establish compliance schedules;
 - f. Require submission of technical reports or discharge reports;
 - g. Require the maintaining, retaining and furnishing of plant records relating to wastewater discharge as specified by the village and affording village access thereto and copying thereof;
 - h. Require notification to the village of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the public sewer system;
 - i. Require notification of slug discharges; and
 - j. Require other conditions as deemed appropriate by the village to ensure compliance with this article.
- (e) *Discharge limit standards.* Maximum concentrations and parameters for the following constituents and characteristics of sewage or wastewater are established as follows, subject to modification, in a schedule of compatible pollutants adopted from time to time by resolution of the village council:

Material	Composite Limit (mg/l)
Ammonia	54
Arsenic	0.058
BOD5	566
Barium	1.885
Cadmium	0.102
Chromium	5.95
COD	700
Copper	0.170
Cyanide	0.029 (grab)
Lead	6.25
Mercury	0.00001
Molybdenum	17.07
Nickel	5.97
Fats, oil, and grease	100
Phosphorus (total)	8
Selenium	3.413
Silver	0.0396
Total suspended solids	250
Zinc	1.063
Ph	6.5-9.0 (grab)
Temperature	32—104 deg F (grab)

In addition, the maximum parameters set forth in section 38-43(c)(2) are subject to modification in the schedule of compatible pollutants adopted from time to time by resolution of the village council.

(f) *Remedies; pretreatment.* If any sewage is discharged or is proposed to be discharged to the public sewer system, and such sewage contains the substances or possesses the characteristics enumerated in section 38-43(c) or (d), and which in the judgment of the village may have a harmful effect upon the public sewer system or which otherwise create a hazard to life or constitute a public nuisance or jeopardize the integrity of the public sewer system, the village may take the actions necessary to:

- (1) Effect a cease and desist of the discharge of the sewage to the public sewer system.
- (2) Reject the sewage.
- (3) Require the pretreatment of sewage to an acceptable condition prior to discharge to the public sewer system.
- (4) Require control over the quantities and rates of discharge.
- (5) Require periodic monitoring and/or sampling (using a composite sample) and periodic reporting to the village of the characteristics of the sewage discharged by the user at such times and in the manner required by the village.
- (6) Discontinue service to a user, if the village determines that discontinuance of service to the user is necessary to protect the integrity of the public sewer system. The village may authorize restoration of service to the affected user when the village determines that the threat to the public sewer system no longer exists and that the cause or events resulting in the related violation will not recur.

Any nondomestic user which discharges industrial wastes to the system shall pretreat or limit the discharge to conform to standards set forth in 40 CFR 403 (Pretreatment) or any applicable more stringent state or local rules, regulations or standards.

(g) *Special arrangements; surcharge.* No statement contained in this article shall be construed as preventing any special agreement or arrangement between the village and any user whereby sewage of unusual strength or character may be accepted by the village for treatment, and the payment of a user surcharge by the user, provided such sewage will not damage the public sewer system.

(h) *Grease, oil, and sand interceptors.* Grease, oil, and sand interceptors shall be installed, operated, maintained, repaired and replaced by the individual user and at no cost to the other users of the system when determined by the village to be necessary for the proper handling of sewage containing ingredients described in section 38-43(c). As a general rule, all restaurants and similar facilities shall be required to install a standard grease trap. All interceptors shall be:

- (1) Of the type and capacity prescribed by the village;
- (2) Located so as to be readily and easily accessible for cleaning and inspection;
- (3) Constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature; and
- (4) Of substantial construction, watertight, and equipped with easily removable covers which when bolted in place shall be gastight and watertight.

Interceptors shall not be required for residential users.

(i) *Control manhole.* All new nondomestic users and existing nondomestic users that have been determined by the village to require monitoring shall install a suitable control manhole upstream from the connection to the public sewer system. The purpose of this control manhole shall be to enable observation, sampling, and measurements of the industrial wastes. The control manhole shall be at the property line or in a location approved by the village, shall be easily accessible, and shall be constructed in accordance with plans and specifications approved by the village and the village engineer. Installation of the control manhole, sampling equipment and other appurtenances required by the village shall be at the expense of the property owner.

The owner shall operate, maintain, repair and replace the control manhole and appurtenances in a safe, accessible and operable manner at all times at the owner's expense.

- (j) *Testing of industrial wastes.* All measurements, tests, and analyses of characteristics of industrial wastes shall be conducted on composite samples obtained at the control manhole. Where no specific control manhole has been constructed, the control manhole shall be considered to be in the nearest downstream manhole in the public sewer system to the point at which the building sewer is connected. Costs for said testing may, at the discretion of the village, be charged to the user discharging the industrial wastes as a miscellaneous user fee.
- (k) *Test standards.* All measurements, tests, and analyses of sewage characteristics described in this article shall be determined in accordance with laboratory determinations. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the public sewer system and to determine the existence of hazards of life and property. The particular analyses involved will determine whether a 24-hour composite sample of all outfalls of a premises is appropriate or whether composite samples should be taken.
- (l) *Confidential information.*
 - (1) Information and data on a user obtained from reports, questionnaires, permit applications, permits, and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the village that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user and that the information need not be disclosed in accordance with any applicable Freedom of Information Act or any other applicable law.
 - (2) When requested by the person furnishing a report which might disclose trade secrets, such report shall be kept confidential to the extent permitted by law except that the report shall be made available upon written requests to governmental agencies for users related to this article, the NPDES permit or any pretreatment programs and it shall be available for use by the state or any state agency in judicial review or enforcement proceeding involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.
 - (3) Information accepted by the village as confidential shall not be transmitted to any governmental agency or to the general public by the village until and unless a ten-day notification is given to the user. If any applicable state or federal law, rule or regulation conflicts with any provision of this article by requiring a greater degree of disclosure, that state or federal law, rule or regulation shall govern.
- (m) *Self-monitoring.* The village may require nondomestic users to conduct self-monitoring. The village shall determine the frequency of self-monitoring necessary to assess and ensure compliance by the nondomestic user with applicable pretreatment standards and pretreatment requirements. The village may require the nondomestic user to provide a split of self-monitoring samples. The village shall require appropriate reporting from nondomestic users required to conduct self-monitoring.
- (n) *Nondomestic user notification requirements.*
 - (1) All nondomestic users shall notify the public sewer system immediately of any accidental spills, unusual discharges, or slug loads. All nondomestic users shall promptly notify the public sewer system in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the nondomestic user has submitted initial notification under 40 CFR 403.12(p).
 - (2) If self-monitoring performed by a nondomestic user indicates a violation, the user shall notify the village within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results to the village within 30 days after becoming aware of the violation except the nondomestic user is not required to resample if:

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- a. The village performs sampling of the nondomestic user at a frequency of at least once per month; and
 - b. The village performs sampling of the nondomestic user between the time when the user performs its initial sampling and the time when the User receives the results of this sampling.
- (o) *Harmful contributions.*
- (1) The village manager may suspend sewer and water service when such suspension is necessary to stop an actual or threatened discharge which may present imminent substantial endangerment to the health or welfare of persons, to the environment, cause interference to the sewage works or cause the Village to violate any condition of its NPDES permit.
 - (2) Any person notified of a possible suspension of water or wastewater treatment service shall immediately stop or eliminate the contribution.
 - (3) In the event of failure of the person to voluntarily comply with any discharge permit, the village may take such steps as deemed necessary including immediate suspension of sewer and water service, to prevent or minimize damage to the sewage works or endangerment of any individuals.
 - (4) The village manager shall reinstate the sewer and water service upon proof of the elimination of the non-complying discharge.
 - a. A detailed written statement submitted by the user describing the causes of the harmful contribution; and
 - b. The measures taken to prevent any future occurrence shall be submitted to the village within 15 days of the date of occurrence.

(Ord. No. 2020-002, § 4, 3-2-2020)

Sec. 38-44. Sewer rates and charges.

- (a) *Public utility basis; fiscal year.* The system shall be operated and maintained by the village on a public utility basis pursuant to state law under the supervision and control of the village council. The village may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the system and may make such rules, orders, and regulations as it deems advisable and necessary to assure the efficient management and operations of the public sewer system. The public sewer system shall be operated on the basis of the village's fiscal year. Sewer rates and charges for connection to and use of the public sewer system shall be charged to each user in accordance with this division and any rate resolution adopted by the village council from time to time in the amounts set forth in such rate resolutions.
- (b) *User charge and debt service charge.* The user charge shall be as follows:
 - (1) Users connected to the public water system shall pay a monthly readiness to serve charge per unit, billed in arrears, based on the size of the public water meter which serves the premises, as established by resolution of the village council from time to time.
 - (2) Users connected to the public water system shall pay a monthly commodity charge, to be billed in arrears, based on the metered water usage during the immediately preceding month, in an amount established by resolution of the village council from time to time. In setting the commodity charge for such users, the following shall be taken into account:
 - a. The commodity charge for users shall take into account metered water that does not enter the system (e.g., lawn and garden irrigation water, cooling water, unpolluted air-conditioning water or unpolluted industrial process water) if such metered water is separately metered by a deduct

or irrigation meter in a manner acceptable to the village. Accordingly, the commodity charge for such a user shall be based upon the "net" metered water usage determined by subtracting the volume of water metered by the deduct or irrigation meter from the volume of water metered by the public water meter.

- b. The commodity charge shall be based upon the water used by the user during the preceding month. If a meter fails to register properly, the consumption for the billing period will be estimated from the consumption of a preceding period when water was measured. If a meter reader is unable to gain access to a meter for reading after two calls, the village may estimate the bill and make appropriate adjustments on the bill for the succeeding billing period. In general, the Village reserves the right to base the commodity charge on estimated water usage due to the inability to read a water meter as a result of inclement weather, acts of God, a broken water meter, blocked access to the water meter readout, an unauthorized water meter bypass, a program malfunction and similar events beyond the control of the village.
- (3) For users not connected to the public water system and whose water is not metered by a water meter, the village may establish by resolution from time to time a user charge, billed in arrears, as a flat-rate per unit.
 - (4) In lieu of, or partially in lieu of, including a debt service component as part of the user charge, including the readiness to serve charge and/or the commodity charge, a debt service charge based on the size of the public water meter which serves a user connected to the public water system or based on units for a user which is not connected to the public water system may be established by resolution of the village council from time to time. The debt service charge or the debt service component, if any, of the user charge, including the readiness to serve charge and/or the commodity charge, may, in the discretion of the village, be set in different amounts for users located in different areas and served by different portions of the public sewer system based upon the differences in cost attributable to each portion of the public sewer system.
 - (5) User charges and debt service charges shall begin to accrue as of the day of the connection of the building sewer to the public sewer system in accordance with section 38-42 above. If appropriate, the billing of said charges for the initial billing period shall be prorated in arrears.
 - (6) Monthly commodity charges shall be discontinued to any premises, after the owner of such premises certifies on a form in such case made and provided to the Decatur Sewer Department, that the premises have become vacant in that same are no longer used for human occupancy, employment, manufacturing, business, educational, religious, recreational or other purposes; provided, however, that upon said premises ceasing to be vacant the owner of same shall immediately notify the Decatur Sewer Department in writing of such fact whereupon said monthly sewer charges shall be reinstated. The owner or responsible tenant may be liable for sewer use charges for the month that same is discontinued and for the month that same is reinstated.
- (c) *Connection fee and service connection.* The owner of each premises required by article III to connect to the public sewer system shall pay a connection fee.
 - (1) *Connection fee.* The connection fee shall be computed in the following manner:
 - a. For a direct connection to the public sewer system, the connection fee shall be a rate per unit established by resolution of the village council from time to time.
 - b. For an indirect connection to the public sewer system, the connection fee shall be a rate per unit established by resolution of the village council from time to time.
 - c. The connection fee may be set in different amounts per unit for direct connections and indirect connections for connections to the public sewer system as originally constructed (the "original public sewer system") and extensions thereto, whether located within or without the service

district or any special assessment district or extended in accordance with section 38-41(f)—(i) and the differences in cost attributable to each portion of the public sewer system or extensions thereof. It is the expectation of the village that the amount of the connection fee for direct connections and indirect connections to extensions of the original public sewer system shall not be less than the amount of the connection fee for direct connections and indirect connections to the original public sewer system.

- (2) *Cost and expense of service connection.* In addition to the connection fee as computed in (c)(1) above, the owner of the premises shall be liable for the costs and expenses of acquiring from the village and installing the service connection pursuant to village specifications on file at the village. The village shall determine the type of service connection for each user on the basis of conformity to prior installations and the integrity of the public sewer system.
- (3) *Credit for special assessments.* There shall be a credit against the connection fee to a premises in the principal amount of any special assessment which has been assessed by the village upon the premises for payment of part of the cost of the public sewer system. Credit for the same special assessment may not be taken more than once and, in no event, shall the credit be greater than the amount of the connection fee. For example, if a special assessment of \$1,000.00 has been assessed upon a premises and the connection fee is \$1,000.00; no amount would be payable as a connection fee because the full \$1,000.00 special assessment would be a credit against the connection fee. If the connection fee is \$1,200.00, the customer would receive a \$1,000.00 special assessment credit and pay a connection fee for the remaining balance of \$200.00. If the connection fee is \$500.00, the customer would pay nothing but also would receive nothing because the credit for the special assessment will not be considered greater than the connection fee.
- (4) *Installment payment of connection fee.* The property owner may elect to pay the connection fee either by a single payment or in installments over a period not to exceed five years. The property owner electing to pay by the installment method shall in writing agree to pay the connection fee in five or fewer equal annual installments of principal, plus interest of ten percent per annum. Any annual installment, including interest due, not paid when due, from and after the date when due, shall be subject to a one-time four percent penalty charge, plus interest at the rate of seventy-five hundredths of one percent for each month or portion thereof payment is past due. In addition, interest at the rate of ten percent per annum shall continue to accrue on the entire amount of unpaid principal including any late installment subject to the penalties. The first installment shall be due and payable prior to the issuance of a connection permit in accordance with section 38-42.
- (5) *Cash payment.* Except for installment payments permitted by the terms of section 38-44(c)(4) above, the connection fee shall be paid in cash, to the extent not offset by a credit in accordance with section 38-44(c)(3), prior to the issuance by the village of a connection permit to connect to the public sewer system pursuant to section 38-42.
- (6) *Increased utilization of public sewer system.* In the event a change in the use of a premises is proposed which will increase the utilization by that premises of the public sewer system, then the owner of the premises shall submit a new application for a connection permit to the village. In this circumstance, the village shall, without metering in accordance with appendix A, assign additional units to the premises to reflect such increased utilization and an additional connection fee and inspection and administration fee based on the additional assigned units shall be payable in accordance with the procedures set forth in section 38-42 for the issuance of a service connection permit. No refunds shall be given for a change in use which decreases the unit assignment to a premises.
- (7) *Repair and replacement of sewer lead.* In the event the connection of a building sewer to a sewer lead for a premises for which a connection fee has been paid is repaired, revised, or replaced, as a result of damage, destruction, remodeling or replacement of the structure in which sanitary sewage originates on such premises, no additional connection fee shall be payable provided that an increase in the

utilization by said premises of the public sewer system does not occur as a result of said repair, revision or replacement and provided further that the owner of the premises pays all costs related to the repair, revision, or replacement of the building sewer and sewer lead. An additional inspection and administration fee may be payable as a result of said repair, revision or replacement, depending upon the circumstances, as determined by the village.

- (d) *Miscellaneous user fee.* The village shall, from time to time, establish by resolution of the village council and impose on one or more users a miscellaneous user fee, as necessary, for miscellaneous service, repairs and related administrative and enforcement costs of the village associated with the public sewer system and incurred, without limitation, as a result of the intentional or negligent acts of such user or users, including, for example, excessive inspection services not covered by the inspection and administration fee, costs of repairing and/or replacing a damaged service connection, discharges of sewage or wastewater in violation of this division, costs of abating a nuisance pursuant to section 38-49(d) hereof, and costs incurred by the village to shut off and turn on water or sewer service.
- (e) *Inspection and administration fee.* The inspection and administration fee shall be determined from time to time by resolution of the village council, based upon the recommendation of the village, and shall be based upon the actual cost borne by the village for its inspector(s).
- (f) *Billing of sewer rates and charges.* The village shall bill and collect all user fees, debt service fees, and user surcharges on a monthly basis. A miscellaneous user fee shall be billed by the village, on behalf of the village, promptly after the circumstances which gave rise to the miscellaneous user fee.

The village shall mail each user a bill on or before the first day of the first month of the billing period. Payment of a monthly bill that is rendered by the village is due and payable on or before the 20th day of the monthly billing period. The bill shall separately itemize the sewer rates and charges. Payment of said bill shall be made at a location and in a manner designated by the village.

- (g) *Unpaid sewer rates and charges; penalty.* Payments received after the due date shall bear a penalty as established by resolution of the village council from time to time.
- (h) *Unpaid sewer rates and charges; remedies.* If sewer rates and charges are not paid on or before the due date, the village pursuant to Act 178 of the Public Acts of Michigan of 1939, as amended, may:
 - (1) Discontinue the services provided by the public sewer system by disconnecting the building sewer from the service connection, or for properties connected to the public water system, discontinue the services provided by the public water system to any premises for which charges for sewer service are more than 50 days delinquent, and the service so discontinued shall not be reinstated until all sums then due and owing, including penalties, interest, and all expenses incurred by the village for shutting off and turning on the service, shall be paid to the village;
 - (2) Institute an action in any court of competent jurisdiction for the collection of the amounts unpaid, including penalties, interest, and reasonable attorney fees; or
 - (3) Enforce the lien created in section 38-44(i) below.

These remedies shall be cumulative and shall be in addition to any other remedy provided in this division or now or hereafter existing at law or equity. Under no circumstances shall action taken by the Village to collect unpaid sewer rates and charges, penalties, and interest, invalidate or waive the lien created by section 38-44(i) below.

- (i) *Lien.* The sewer rates and charges shall be a lien on the respective premises served by the system. Whenever sewer rates and charges shall be unpaid for six months or more, they shall be considered delinquent. The village clerk shall certify all sewer rates and charges delinquent as of May 1 and penalties thereon, annually, on or before May 1, of each year, to the county treasurer's office, who shall enter the delinquent sewer rates and charges and penalties, together with an additional penalty equal to three percent of the total, upon the

next tax roll as a charge against the premises affected and such charge shall be collected and the lien thereof enforced in the same manner as ad valorem property taxes levied against such premises.

- (j) *No free service.* No free service shall be furnished by the system to any person, public or private, or to any public agency or instrumentality.
- (k) *Rental properties.* A lien shall not attach for sewer rates and charges to a premises which is subject to a legally executed lease that expressly provides that the tenant (and not the landlord) of the premises or a dwelling unit thereon shall be liable for payment of sewer rates and charges, effective for services which accrue after written notice is given that a tenant is responsible for such charges and services. The filing of written notice by the landlord shall be accompanied by a security deposit as established by resolution of the village council from time to time. Upon the failure of the tenant to pay the sewer rates and charges when due, the security deposit shall be applied by the village against the unpaid balance, including interest and penalties. The tenant shall immediately make sufficient payment to the village to cover the amount of the security deposit so advanced. Upon the failure of the tenant to do so within ten days of said advance, the penalties, rights, and remedies set forth in sections 38-44(h) and (i) of this division shall be immediately applicable with respect to the unpaid sewer rates and charges, including interest and penalties. The security deposit shall be held by the village without interest and shall be refunded to the depositor upon final termination of sewer services and upon payment of all charges for such service; provided, however, that the village council may authorize the return of said deposit or a portion thereof, at any time prior to the final termination of sewer service, if all sewer charges have been promptly paid.
- (l) *Cancellation of permits; disconnection of service.* Applications for connection permits may be canceled and/or sewer service disconnected by the village for any violation of any part of this division, including, without limitation, any of the following reasons:
 - (1) Misrepresentation in the permit application as to the nature or extent of the property to be serviced by the system.
 - (2) Nonpayment of sewer rates and charges.
 - (3) Failure to keep building sewers and control manholes in a suitable state of repair.
 - (4) Discharges in violation of this division.
 - (5) Damage to any part of the system.
- (m) *Security deposit.* If the sewer service or public water system service supplied to a user has been discontinued for nonpayment of sewer rates and charges, service shall not be reestablished until all delinquent sewer rates and charges, interest, penalties, and the turn-on charge has been paid. The village may, as a condition to reconnecting said service, request that a sum as established by resolution of the village council from time to time be placed on deposit with the village for the purpose of establishing or maintaining any user's credit. Said deposit shall not be considered in lieu of any future billing for sewer rates and charges. Upon the failure of the user to pay the sewer rates and charges when due, the security deposit shall be applied by the village against the unpaid balance, including interest and penalties. The user shall immediately make sufficient payment to the village to reinstate the amount of the security deposit so advanced. Upon the failure of the user to do so within ten days of said advance, the penalties, rights, and remedies set forth in sections 38-44(h) and (i) of this division shall be applicable with respect to any unpaid sewer rates and charges, including interest and penalties. The security deposit shall be held by the village without interest and shall be returned to the user upon continued timely payments by the user of all sewer rates and charges as and when due, for a minimum of 12 consecutive months.
- (n) *Billing address.* Bills and notices relating to the conduct of the business of the village will be mailed to the user at the address listed on the permit application filed pursuant to section 38-42 unless a change of address has been filed in writing at the business office of the village, and the village shall not otherwise be

responsible for delivery of any bill or notice, nor will the user be excused from non-payment of a bill or from any performance required in said notice.

- (o) *Interruption of service; claims.* The village shall make all reasonable efforts to eliminate interruption of service, and when such interruption occurs, it will endeavor to reestablish service with the shortest possible delay. Whenever service is interrupted for the purpose of working on the collection system or the treatment equipment, all users affected by such interruption will be notified in advance whenever it is possible to do so. The village shall not, in any event, be held responsible for claims made against it by reason of the breaking of any mains or service pipes, or by reason of any other interruption of the service caused by the breaking of machinery or stoppage for necessary repairs; and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption.

(Ord. No. 2020-002, § 5, 3-2-2020)

Sec. 38-45. Revenues.

- (a) *Estimated rates; sufficiency.* The user charges are to be sufficient to provide for the cost of operation and maintenance of the public sewer system as necessary to preserve the same in good repair and working order. Such rates shall be fixed and revised by resolution of the village council from time to time as may be necessary to produce these amounts and to comply with the village's obligations to pay outstanding debt. An annual audit shall be prepared by the village. Based on this audit and the annual budget prepared by the village for the public sewer system, sewer rates and charges shall be reviewed annually by the village and revised by the village as necessary to meet system expenses and to ensure that all users pay their proportionate share of the cost of operation and maintenance.
- (b) *Revenues; depository.* The revenues of the system shall be set aside, as collected and deposited in the receiving fund. The receiving fund shall be held and administered by the village.

(Ord. No. 2020-002, § 6, 3-2-2020)

Sec. 38-46. Administrative appeals; board of appeals.

- (a) *Informal hearing.* In order that the provisions of this division may be reasonably applied and substantial justice done in instances where this division is misapplied or unnecessary financial hardship would result from carrying out the strict letter of this division, an informal hearing before the village utilities committee may be requested in writing by any person deeming itself aggrieved by a citation, order, charge, fee, surcharge, penalty or action within 90 days after the date thereof, stating the reasons therefore with supporting documents and data. The informal hearing shall be scheduled at the earliest practicable date, but not later than 30 days after receipt of the request, unless extended by mutual written agreement. The hearing shall be conducted on an informal basis at the village offices or at such place as designated by the village utilities committee. The village utilities committee may grant the appeal, reject the appeal, or schedule a second informal hearing not more than 30 days after the initial hearing to allow time for study or to gather additional information. The village utilities committee shall issue a written statement of its decision within 15 business days after the informal hearing.
- (b) *Board of appeals.* In order that the provisions of this division may be reasonably applied and substantial justice done in instances where this division is misapplied or unnecessary hardship would result from carrying out the strict letter of this division, the village council shall serve as a board of appeals. The duty of such board shall be to consider appeals from the decision of the village utilities committee and to determine, in particular cases, whether this division has been misapplied or any deviation from strict enforcement will violate the intent of the ordinance or jeopardize the public health, safety or welfare. In all appeals, the appellant shall have the burden of proof.

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- (c) *Appeals from informal hearing.* Appeals from the written decisions of the village utilities committee may be made to the village council, acting as a board of appeals, within 30 days from the date of the written decision of the village utilities committee. Such appeal may be taken by any person aggrieved. The appellant shall file a notice of appeal with the village utilities committee and with the board of appeals, specifying the ground therefore. prior to a hearing, the village utilities committee shall transmit to the board of appeals a summary report of all previous action taken. The board of appeals may, at its discretion, call upon the village utilities committee to explain the action. The final disposition of the appeal shall be in the form of a resolution either reserving, modifying, or affirming, in whole or in part, the appealed decision or determination. In order to find for the appellant, a majority of the board of appeals must concur. The board of appeals shall fix a reasonable time for the hearing of the appeal, give due notice thereof to interested parties, and decide the same within a reasonable time. Within the limits of its jurisdiction, the same board of appeals may reserve or affirm, in whole or in part, or may make such order, requirements, decision or determination as, in its opinion, ought to be made in the case under consideration, and to that end have all the powers of the official from whom said appeal is taken. The decision of said board of appeals shall be final.

The board of appeals shall meet at such times as the board of appeals may determine. There shall be a fixed place of the meeting and all meetings shall be open to the public in accordance with applicable laws. The board of appeals shall adopt its own rules of procedure and keep a record of its proceedings, showing findings of fact, the action of the board of appeals, and the vote of each member upon each question considered. The presence of four members shall be necessary to constitute a quorum.

- (d) *Payment of amounts outstanding.* All sewer rates and charges outstanding during any appeal process shall be due and payable to the village. Upon resolution of any appeal, the village shall adjust such amounts accordingly; however, such adjustments shall be limited to the previous one year's billing unless otherwise directed by court order.
- (e) *Effect of administrative action.* If any informal or formal hearing is not demanded within the periods specified herein, such administrative action shall be deemed final. In the event either or both such hearings are demanded, an action subject to appeal shall be suspended until a final determination has been made, except for immediate cease and desist orders issued pursuant to this division.
- (f) *Appeal from board of appeals.* Appeals from the determinations of the board of appeals may be made to the Van Buren County Court within 20 days as provided by law. All findings of fact, if supported by the evidence, made by the board of appeals shall be conclusive upon the court.

(Ord. No. 2020-002, § 7, 3-2-2020)

Sec. 38-47. Notice and claim procedures for sewer overflow or backup.

Notice and claim procedures applicable to overflow or backup of the public sewer system. This section has been adopted in accordance with Act 222 to set forth the notice and claim procedures applicable to a sewage disposal system event. To afford property owners, individuals, and the village greater efficiency, certainty, and consistency in the provision of relief for damages or physical injuries caused by a sewage disposal system event, the village and any claimant making a claim for economic damages shall follow the following procedures:

- (1) A claimant is not entitled to compensation unless the claimant notifies the village of a claim of damage or physical injury, in writing, within 45 days after the date the damage or physical injury was discovered by the claimant, or in the exercise of reasonable diligence should have been discovered by the claimant.
- (2) The written notice under subsection (1) shall contain the claimant's name, address, and telephone number, the address of the affected property, the date of discovery of any property damages or physical injuries, and a brief description of the claim. As part of the description of the claim, the

claimant shall submit an explanation of the sewage disposal system event and reasonable proof of ownership and the value of any damaged personal property. Reasonable proof of ownership and the purchase price or value of the property may include testimony or records. Reasonable proof of the value of the property may also include photographic or similar evidence.

- (3) The written notice under subsection (1) shall be sent to the village manager, who is hereby designated as the individual at the village to receive such notices pursuant to section 19 of Act 222.
- (4) If a claimant who owns or occupies affected property notifies the village, orally or in writing, of a sewage disposal system event before providing a notice of a claim that complies with subsections (1), (2) and (3), the village shall provide the claimant with a written explanation of the notice requirements of subsections (1), (2) and (3) sufficiently detailed to allow the claimant to comply with said requirements.
- (5) If the village is notified of a claim under subsection (1) and the village believes that a different or additional governmental agency may be responsible for the claimed property damages or physical injuries, the village shall notify each additional or different governmental agency of that fact, in writing, within 15 business days after the date the village receives the claimant's notice under subsection (1).
- (6) If the village receives a notice from a claimant or a different or additional governmental agency that complies with this section, the village may inspect the damaged property or investigate the physical injury. A claimant or the owner or occupant of the affected property shall not unreasonably refuse to allow the village or its duly authorized representatives to inspect the damaged property or investigate a physical injury.
- (7) Prior to a determination of payment of compensation by the village, the claimant shall provide to the village additional documentation and proof that:
 - a. At the time of the sewage disposal system event, the village-owned or operated, or directly or indirectly discharged into, that portion of the public sewer system that allegedly caused damage or physical injury;
 - b. The public sewer system had a defect;
 - c. The village knew, or in the exercise of reasonable diligence, should have known, about the defect in the public sewer system;
 - d. The village, having the legal authority to do so, failed to take reasonable steps in a reasonable amount of time to repair, correct or remedy the defect in the public sewer system; and
 - e. The defect in the public sewer system was a proximate cause that was 50 percent or more of the cause of the sewage disposal system event and the property damage or physical injury.
- (8) Prior to a determination of payment of compensation by the village, the claimant shall also provide to the village additional documentation and proof that neither of the following was a proximate cause that was 50 percent or more of the cause of the sewage disposal system event:
 - a. An obstruction in a service connection or a building sewer that was not caused by the village; or
 - b. A connection on the affected premises, including, but not limited to, a footing drain, sump system, surface drain, gutter, downspout or connection of any other sort that discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water, unpolluted air conditioning water, or unpolluted industrial process waters to the public sewer system.
- (9) If the village and a claimant do not reach an agreement on the amount of compensation for the property damages or physical injury within 45 days after the receipt of notice under subsection (1), the claimant may institute a civil action in accordance with Act 222.

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- (10) To facilitate compliance with this subsection (a), the village shall make available to the public information about the notice and claim procedures under this section.
 - (11) The notice and claim procedures set forth in this section shall be applicable to a sewage disposal system event involving the public sewer system.
 - (12) The notice and claim procedures set forth in this section do not apply to a sewage disposal system event involving a storm sewer, storm drain, or a combined sewer.
 - (13) In the event of a conflict between the notice and claim procedures set forth in this section and the specific requirements of Act 222, the specific requirements of Act 222 shall control.
 - (14) As provided in section 19(7) of Act 222, the notice and claim procedures of this section do not apply to claims for non-economic damages (as defined in Act 222) arising out of a sewage disposal system event.

Any word, term or phrase used in this section, if defined in Act 222, shall have the same meaning provided under Act 222.

(Ord. No. 2020-002, § 8, 3-2-2020)

Sec. 38-48. Inspection by village.

- (a) *Inspection by village.* The duly authorized representatives, employees, or agents of the village, including, but not limited to, the inspector, the village manager, the health department, and representatives of EGLE, bearing proper credentials and identification, shall be permitted to enter at any time, following reasonable prior notice, during reasonable or usual business hours in and upon all properties in the service district for the purposes of inspection, observation, measurement, sampling, testing, and emergency repairs in accordance with the provisions of the ordinance. Any person who applies for and receives sewer services from the village or owns real property in the service district shall be deemed to have given consent for all such activities including entrance upon that person's property.
- (b) *Compliance with safety rules.* While performing the duties in subsection (a) above, the duly authorized employees or representatives of the village shall observe all reasonable safety rules applicable to the premises established by the property owner or user.

(Ord. No. 2020-002, § 9, 3-2-2020)

Sec. 38-49. Enforcement.

- (a) *Damage to system.* No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with, climb upon, or enter into any structure, appurtenance, or equipment of the public sewer system.
- (b) *Notice to cease and desist.* Except for violations of subsection (a) hereof, any person found to be violating any provision of this division shall be served by the village with a written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- (c) *Civil infraction.* Any violation of subsection (a), or any violation beyond the time limit provided for in subsection (b), shall be a municipal civil infraction, for which the fine shall not be less than \$100.00 nor more than \$500.00 for the first offense and not less than \$200.00 nor more than \$2,500.00 for subsequent offenses, in the discretion of the court, and in addition to all other costs, damages, and expenses provided by law. For purposes of this section, "subsequent offense" means a violation of this division committed by the

same person within 12 months of a previous violation of the Ordinance for which said person admitted responsibility or was adjudicated to be responsible, provided, however, that offenses committed on subsequent days within a period of one week following issuance of a citation for a first offense shall all be considered separate first offenses. Each day that such violation occurs shall constitute a separate offense. Any person violating any of the provisions of this division shall, in addition, become liable for any expense, including reasonable attorney fees, loss, or damage occasioned by reason of such violation. The village manager shall be authorized, in the manner provided by law, to issue municipal civil infractions for violation of this division.

- (d) *Nuisance; abatement.* Any nuisance or any violation of this division is deemed to be a nuisance per se. The village in the furtherance of the public health, safety, and welfare may enforce the requirements of this division by injunction or other remedy and is hereby empowered to make all necessary repairs or take other corrective action necessitated by such nuisance or violation. The person who violated the ordinance or permitted such nuisance or violation to occur shall be responsible to the village for the costs and expenses, including reasonable attorney fees, incurred by the village in making such repairs or taking such action as a miscellaneous user fee.
- (e) *Liability for expenses.* Any person violating any of the provisions of this division shall become liable to the village and its authorized representatives for any expense, including reasonable attorney's fees, loss, or damage incurred by the village by reason of such violation as a miscellaneous user fee.
- (f) *Remedies are cumulative.* The remedies provided by this division, including without limitation, the remedies set forth in section 38-43 and this section, shall be deemed to be cumulative and not mutually exclusive with any other remedies available to the village. The village may take any, all or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the village's enforcement response plan. however, the village may take other action against any user when the circumstances warrant. Further, the village is empowered to take more than one enforcement action against any noncompliant user.

(Ord. No. 2020-002, § 10, 3-2-2020)

Secs. 38-50—38-67. Reserved.

DIVISION 3. WASTEWATER SYSTEM

Sec. 38-68. Establishment.

It is hereby determined to be desirable and necessary, for the public health, safety and welfare of the village, that the Decatur Wastewater System and Wastewater Stabilization Lagoon be operated by the village on a public utility rate basis in accordance with the provisions of Public Act No. 94 of 1933, as amended.

(Ord. No. 194, § 1, 4-7-2014)

Sec. 38-69. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Revenues and *net revenues* have the meanings as defined in section 3, Public Act No. 94 of 1933, as amended.

The *system* means the complete Decatur Wastewater System and Wastewater Stabilization Lagoon, including all sewers, pumps, lift stations, treatment facilities, and all other facilities used or useful in the collection, treatment and disposal of domestic, commercial or industrial wastes, including all appurtenances thereto and including all extensions and improvements thereto, which may hereafter be acquired.

(Ord. No. 194, § 2, 4-7-2014)

Sec. 38-70. Administration.

The operation, maintenance, alteration, repair and management of the system shall be under the supervision and control of the village council, subject to the terms of the contract dated November 5, 1969 between the county and the village. Said council may employ such persons in such capacities as it deems advisable to carry on the efficient management and operation of the system and may make such rules, orders and regulations as it deems advisable and necessary to assure the efficient management and operation of the system.

(Ord. No. 194, § 3, 4-7-2014)

Sec. 38-71. Rates.

- (a) The owner of all houses, buildings or parts thereof and other structures used for human occupancy, employment, manufacturing, business, education, religious, recreation, or other purposes shall make application for a permit to tap into the system and shall pay for each such house, building or part thereof and other structure, a sum in an amount to be determined by the village council from time to time at the time of making said application as a tap-in fee for the privilege of using the facilities and receiving the service of the system; provided; however, that additional tap-in fees shall be charged in said amount for each additional tap that may be required to service each house, building or part thereof or other structure. The owner of said premises shall pay all costs to make physical connection from the premises to the sewer main. In addition, the owner of said premises shall pay all costs for the extension of the sewer main, if necessary to serve said premises, unless said expense is waived by the village council or an agreement to share the expense of same is executed between the village and owner.

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- (b) A unit for the purposes of the sewer use charges is hereby defined as follows:
- (1) Single-family residential premises: one unit.
 - (2) Multifamily or multiple use premises: one unit for each apartment or dwelling unit located in said building, and one unit for each business or other entity located in said building.
 - (3) Commercial or industrial premises: each nine employees or fraction thereof shall be considered a unit. All individuals employed for 80 or more hours per month shall be considered an employee for the purpose of this subsection.
- (c) Effective May 1, 2014, sewer use charges for premises located within the corporate limits of the village shall be as follows:
- (1) *Single-unit residential premises.* Sewer use charges to every single-family residential premises served by the system shall be a sum in an amount to be determined by the village council from time to time per month.
 - (2) *Multi-unit premises.* All multi-unit premises shall pay a sum in an amount to be determined by the village council from time to time per month for the first unit, and an amount to be determined by the village council from time to time per month for each additional unit located at said premises.
 - (3) *Commercial and industrial premises.* All single-unit commercial and/or industrial premises shall pay a sum in an amount to be determined by the village council from time to time per month, provided, however, that any single-unit commercial or industrial user, using in excess of 15,000 gallons of water per month, shall pay a sum in an amount to be determined by the village council from time to time per month multiplied by a factor representing the total monthly water use divided by 15,000 gallons. All other commercial and industrial users shall pay a sum in an amount to be determined by the village council from time to time per month for the first unit, and a sum in an amount to be determined by the village council from time to time per month for each additional unit located at said premises.
- (d) Effective May 1, 2014, sewer use charges for premises located outside the corporate limits of the village shall be as follows:
- (1) *Single-unit premises.* Sewer use charges to every single-family residential premises served by the system shall be a sum in an amount to be determined by the village council from time to time per month.
 - (2) *Multi-unit premises.* All multi-unit premises shall pay a sum in an amount to be determined by the village council from time to time per month for the first unit, and a sum in an amount to be determined by the village council from time to time per month for each additional unit located at said premises.
 - (3) *Commercial and industrial premises.* All single-unit commercial and/or industrial premises shall pay a sum in an amount to be determined by the village council from time to time per month; provided, however, that any single-unit commercial or industrial user, using in excess of 15,000 gallons of water per month, shall pay a sum per month multiplied by a factor representing the total monthly water use divided by 15,000 gallons. All other commercial and industrial users shall pay a sum in an amount to be determined by the village council from time to time per month for the first unit, and a sum in an amount to be determined by the village council from time to time per month for each additional unit located at said premises.
- (e) Monthly sewer use charges shall be discontinued to any premises, after the owner of such premises certifies on a form in such case made and provided to the village sewer department, that the premises have become vacant in that same are no longer used for human occupancy, employment, manufacturing, business, educational, religious, recreational or other purposes; provided, however, that upon said premises ceasing to be vacant the owner of same shall immediately notify the village sewer department in writing of such fact

whereupon said monthly sewer charges shall be reinstated. The owner or responsible tenant may be liable for sewer use charges for the month that same is discontinued and for the month that same is reinstated.

- (f) Bills will be rendered monthly and commence to accrue the first full month after connection to the system. Payments received within 20 days after date of said bill shall be payable without penalty. Payments received after such period shall bear a penalty in an amount to be determined by the village council from time to time.
- (g) The charges for services which are under the provisions of section 21, Public Act No. 94 of 1933, as amended, made a lien on all premises served thereby, unless notice is given that a tenant is responsible, are hereby recognized to constitute such lien, and whenever any such charge against any premises shall be delinquent for six months, the village officials in charge of the collection thereof shall certify annually, on June 1 of each year, to the tax-assessing officer of the village the facts of such delinquency, whereupon such charge shall be by him entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced, in the same manner as general village taxes against such premises are collected and the lien thereof enforced; provided, however, where written notice is given that a tenant is responsible for such charges and service as provided by said section 21, no further service shall be rendered to such premises until a guaranteed deposit in an amount to be determined by the village council from time to time. No interest shall be paid to depositors on said deposit. Said deposits shall be held by the village as a guaranty of payment for sanitary sewer service. Such guaranteed deposit shall be refunded to the depositor upon final termination of the sanitary sewer service and upon payment of all charges for such service; provided, however that the village council may authorize the return of said deposit or a portion thereof, at any time prior to the final termination of sanitary sewer service, if all sewer charges have been promptly paid. In addition to the foregoing, the village shall have the right to discontinue either the water service or the sewer service, or both, to any premises for which charges for sewer service are more than 50 days delinquent and such service shall not be re-established until all delinquent charges and penalties have been paid. Further, such charges and penalties may be recovered by the village, through court action.
- (h) The sewer charges provided in this section may be subsequently amended by resolution adopted by a majority of the village council. Said charges shall be reasonable and just, taking into consideration the cost and value of the sewer supply system and the cost of maintaining, repairing and operating same.

(Ord. No. 194, § 4, 4-7-2014)

Sec. 38-72. Abolishment of free service.

No free service shall be furnished by said system to any person, firm or corporation, public or private, or to any public agency or instrumentality.

(Ord. No. 194, § 5, 4-7-2014)

Sec. 38-73. Mandatory connection.

All premises to which sewer services of the system shall be available shall connect to said system within 60 days after the mailing of notice to such premises by the appropriate village official that such services are available.

(Ord. No. 194, § 6, 4-7-2014)

Sec. 38-74. Payment of expenses.

The rates hereby fixed are estimated to be sufficient to provide for the payment of the expenses of administration and operation, such expenses for maintenance of said system as are necessary to preserve the

same in good repair and working order, to provide for the payment of contractual obligations of the village as the same become due, and to provide for such other expenditures and funds for said system as this division may require. Such rates shall be fixed and revised from time to time as may be necessary to produce these amounts.

(Ord. No. 194, § 7, 4-7-2014)

Sec. 38-75. Operating year.

The system shall be operated on the basis of an operating year commencing on March 1 and ending on the last day of February next following.

(Ord. No. 194, § 8, 4-7-2014)

~~Sec. 38-76. Bank accounts.~~

~~(a) The revenues of the system shall be set aside, as collected, and deposited in a separate depository account in a bank duly qualified to do business in the state and identified by the village council, in an account to be designated "Village of Decatur Sewer And Water."~~

~~(b) All moneys belonging to any of the funds or accounts may be kept in one bank account, in which event the moneys shall be allocated on the books and records of the village within this single bank account, in the manner above set forth.~~

(Ord. No. 194, § 9, 4-7-2014)

Sec. 38-77. Use of fund balance.

In the event the moneys in the receiving fund are insufficient to provide for the current requirements of the operation and maintenance of the system, any moneys and/or securities in other funds of the system shall be used for the operation and maintenance of the system, to the extent of any deficit therein.

(Ord. No. 194, § 10, 4-7-2014)

Sec. 38-78. Investments.

Moneys in any fund or account established by the provisions of this division may be invested in obligations of the United States of America in the manner and subject to the limitations provided in Public Act No. 94 of 1933, as amended. In the event such investments are made, the securities representing the same shall be kept on deposit with the bank or trust company having on deposit the fund from which such purchase was made. Income received from such investments shall be credited to the fund from which said investments were made.

(Ord. No. 194, § 11, 4-7-2014)

Secs. 38-79—38-99. Reserved.

ARTICLE III. WATER

DIVISION 1. GENERALLY

Secs. 38-100—38-126. Reserved.

DIVISION 2. CROSS CONNECTIONS

Sec. 38-127. Adoption by reference.

The village adopts by reference the Water Supply Cross Connection Rules of the state department of environmental quality, being R 325.11401 to R 325.11407 of the Michigan Administrative Code.

(Ord. No. 176, § 1, 11-5-2007)

Sec. 38-128. Inspections.

It shall be the duty of the village to cause inspections to be made of all properties served by the public water supply where cross connections with the public water supply is deemed possible. The frequency of inspections and re-inspections based on potential health hazards involved shall be as established by the village water department and as approved by the state department of environmental quality.

(Ord. No. 176, § 2, 11-5-2007)

Sec. 38-129. Right to enter.

The representative of the village water department shall have the right to enter at any reasonable time any property served by a connection to the public water supply system of the village for the purpose of inspecting the piping systems thereof for cross connections. On request, the owner, lessees, or occupants of any property so served shall furnish to the inspection agency any pertinent information regarding the piping systems on such property. The refusal of such information or refusal of access, when requested, shall be deemed evidence of the presence of cross connection.

(Ord. No. 176, § 3, 11-5-2007)

Sec. 38-130. Discontinuance of service.

The village water department is hereby authorized and directed to discontinue water service after reasonable notice to any property wherein any connection in violation of this division exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. Water service to such property shall not be restored until the cross connections have been eliminated in compliance with the provisions of this division.

(Ord. No. 176, § 4, 11-5-2007)

Sec. 38-131. Testing of devices.

All testable backflow prevention devices shall be tested initially upon installation to be sure that the device is working properly. Subsequent testing of devices shall be conducted at a time interval specified by the village and in accordance with the state department of environmental quality requirements. Only individuals approved by the village and State of Michigan certified shall be qualified to perform such testing. Such individuals shall certify the results of his testing to the village.

(Ord. No. 176, § 5, 11-5-2007)

Sec. 38-132. Potable water supply.

The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this division and by the state plumbing code. Any water outlet which could be used for potable or domestic purposes and which is not supplied by the potable system must be labeled in a conspicuous manner as:

WATER UNSAFE FOR DRINKING

(Ord. No. 176, § 6, 11-5-2007)

Sec. 38-133. State plumbing code.

This division does not supersede the state plumbing code, but is supplementary to same.

(Ord. No. 176, § 7, 11-5-2007)

Sec. 38-134. Penalty.

Any person, firm or corporation who shall violate any provision of this division shall be deemed guilty of a misdemeanor and shall, upon conviction thereof, be punished as provided in section 1-7. Each day that a violation occurs shall be considered a separate violation. The village may in addition seek injunctive relief.

(Ord. No. 176, § 8, 11-5-2007)

Secs. 38-135—38-151. Reserved.

DIVISION 3. WATER DEPARTMENT

Sec. 38-152. Administration.

- (a) The water superintendent, hereinafter called the superintendent, shall have charge of the maintenance and operation of the water supply, treatment plant, pumping equipment, distribution system, fire hydrants, meters, and all other appurtenances of the waterworks system. The superintendent shall supervise all extensions and alterations of the waterworks system as the council may direct and shall also be responsible for the reading of all water meters.
- (b) The village utility billing clerk shall be responsible for the collection of water bills.

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- (c) The village utility billing clerk shall deposit water revenues in the manner approved for other municipal deposits.
 - (d) The superintendent shall report monthly to the council.
- (Ord. No. 193, § 1, 4-7-2014)

Sec. 38-153. Water mains.

- (a) The water mains of the village shall be under the exclusive control of the superintendent and no person other than agents or employees of the water department shall tap, change, obstruct, interfere with, or in any way disturb the system of water mains.
- (b) All extensions and alterations to the system of water mains shall be made under the supervision of the superintendent who shall act only upon authorization of the council and/or the village manager. Petitions for the extension of water mains shall be addressed to the village council, which will thereupon consider the same and advise the petitioners of their decision. (In case water mains are constructed by special assessment, reference should be made to the pertinent Charter provisions.)
- (c) Any person, firm or corporation installing water mains at their own expense shall first submit plans and specifications for such work to the council for its approval. After such plans and specifications have been approved by the council, the work shall be done under the supervision of the superintendent who shall require that such tests be made as he may consider necessary, and no water shall be admitted into such mains until he accepts the installation on behalf of the council and village manager.
- (d) No extension of water mains beyond the village limits shall be made except in accordance with a resolution adopted by the council, which resolution shall authorize the making and executing of a contract between the proposed users and the village, said contract to provide in detail for all of the specifications pertaining to said extension and for the posting of a bond in such amount as will ensure the re-payment to the village upon completion of said extension, or any and all costs incurred by it in connection therewith.

(Ord. No. 193, § 2, 4-7-2014)

Sec. 38-154. Service pipes.

- (a) All service pipes on either public or private property shall be laid on solid ground not less than four feet below the established grade of the street. Service pipe laid in the same trench with a sewer shall be at least 18 inches distant from the sewer horizontally, and if the sewer is laid at a greater depth, shall be shelved into the bank to a solid bottom. In no case shall a service be laid on a fill.
- (b) From the main to the water meter all service pipes shall be of lead, copper, or other materials of like nature, not less than three-fourths inch in diameter, approved by the superintendent. Service cocks shall be of three-fourths inch, extra heavy round way stop and waste type, placed 12 inches outside the sidewalk line. The stop box shall be set so that the cover is one above the grade and must be set on a brick or concrete foundation to prevent settlement.
- (c) A separate stop and waste cock shall be placed on the service pipe just inside the building wall on the influent side of the water meter. Such stops shall be equal in quality to the service cock.
- (d) The corporation cock, the service pipe from the main to the service cock, the service cock and stop box will be provided in place and maintained by the water department after payment of the fee charged for a water permit, as provided in this section. The service pipe from the service cock to the building on private property shall be installed and properly maintained by the owner. The owner shall keep the stop box free from dirt, stones, or other substances that will prevent access to the service cock.

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- (e) Before any connection is made to any water main, application for a permit must be made in writing by the owner of the premises to be served, or by his authorized representative at the office of the village clerk.
 - (f) After the permit for a service connection has been granted, and before the connection is made, the owner shall pay a permit fee for tapping the main, the installation of the service pipe from the main to the service cock, the service cock and the stop box, in an amount to be determined by the village council from time to time. Where connections larger than four inches are requested, the permit fee shall be the actual cost of such tapping and installation as shall be determined by the village council.
 - (g) The owner of said premises shall pay all costs to make physical connection from the premises to the water main. In addition, the owner of said premises shall pay all costs for the extension of the water main, if necessary to serve said premises, unless said expense is waived by the village council or an agreement to share the expense of same is executed between the village and owner.

(Ord. No. 193, § 3, 4-7-2014)

Sec. 38-155. Meters.

- (a) All premises using water shall be metered and payment shall be made for water at rates as herein set forth. In no case will water be supplied at fixed or flat rates, except for temporary supplies as are herein provided, or in special cases, reviewed and approved by formal resolution of the council.
- (b) Meters will be furnished by the water department which shall remain the property of the department and will at all times be under its control.
- (c) For ordinary domestic consumption of water, a five-eighths inch or five-eighths inch by three-fourths inch meter will be furnished. Where application is made for a meter larger than five-eighths inch or five-eighths inch by three-fourths inch, the superintendent shall determine whether a meter of such size is required. The water department will furnish meters in sizes up to and including two inches. Where a meter larger than two inches is required, special arrangements must be made between the department and the customer.
- (d) Meters will be sealed by the department and no one except an authorized employee of the department may break or injure such seals. No person other than an authorized employee of the department may change the location of, alter, or interfere in any way with any meter.
- (e) The expense of installing and maintaining meters will be borne by the water department; provided, however, that where replacements, repairs, or adjustments of a meter are made necessary by the act, negligence, or carelessness of the owner or occupant of the premises, the expense to the department caused thereby shall be charged and collected from the owner of the premises.
- (f) The owner or occupant of the premises where a meter is installed will be held responsible for its care and protection from freezing (if installed inside of building) and from injury or interference by any person. In case of injury to the meter, or in case of its stoppage or imperfect operation, the owner or occupant of the premises shall give immediate notice to the water department. All water furnished by the village and used on any premises must pass through the meter. No bypass or connection around the meter will be permitted. If any meter gets out of order or fails to register, the consumer will be charged at the average, monthly consumption rate as shown by the meter over the period of the preceding 12 months when the meter was accurately registering.
- (g) The accuracy of the meter on any premises will be tested by the department upon written request of the owner, who shall pay in advance a fee in an amount to be determined by the village council from time to time to cover the cost of the test. If, on such test, the meter shall be found to register over five percent more water than actually passes through it, another meter will be substituted therefor and the fee will be refunded to the owner, and the water bill may be adjusted in such manner as may be fair and just.

(Supp. No. 2)

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(Ord. No. 193, § 4, 4-7-2014)

Sec. 38-156. Use of water.

- (a) When new service pipes are put into any premises, the service cock shall be left closed and will thereafter be opened only by authorized employees of the water department and only upon the request of the owner or his agent.
- (b) Where a building originally built as a single dwelling and fitted with one service pipe is thereafter subdivided or when a parcel of property is so subdivided, by sale or otherwise, each parcel as created must be connected to the water main by a separate service pipe within 30 days after such division.
- (c) Where the water has been turned off by the water department for any reason, no person, except authorized employees or agents of the department, may turn it on again. Whenever this rule is violated, the water department may shut the water off at the corporation cock at the main and the owner shall pay in advance double the established rate for water used in violation of this provision, in addition to the entire expense incurred by the water department for doing this work before the water may be turned on again.
- (d) No steam boiler shall be directly connected to the service pipe. The owner shall make such provisions as may be required by the water department before the water may be supplied to such as installation.
- (e) The water superintendent or any of his authorized agents shall have free access at all reasonable hours to inspect any premises supplied with water. No person shall refuse to admit authorized agents of the water department to any premises for such purpose. In case any authorized employee is refused admittance or is in any way hindered in making the necessary inspection or examination, the water may be turned off from such premises after giving 24 hours' notice to the owner or occupant thereof.
- (f) No test of fire equipment may be conducted without prior knowledge of the water department.
- (g) Fire hydrants may be opened and used only by the water and fire departments of the village or by such persons as may be specifically authorized by the water department. No person, firm or corporation shall in any manner obstruct or prevent free access to any fire hydrant by placing or storing temporarily or otherwise any object or materials of any kind within 20 feet of the same.

(Ord. No. 193, § 5, 4-7-2014)

Sec. 38-157. Water rates.

- (a) ~~Effective April 1, 2014, for the purpose of making and collecting charges for water used by consumers, the calendar year shall be divided into 12-month periods. Bills for water used at premises located within the village corporate limits shall be rendered monthly commencing May 1, 2014, at rates set in subsection (f) of this section.~~ Effective rates are established by the Village Council. The Village Council will set rates by adopted resolution. The Village Council may from time to time, increase and or decrease rates in accordance with recommendations of rate studies.
- (b) Payments received within 20 days after the date of said bill shall be payable without penalty. Payments received after such period shall bear a penalty in an amount to be determined by the village council from time to time. If the charges for said water are not paid within 50 days after the date of said bill, then the water may be turned off for any premises against which such charges have not been paid, and the amount of the unpaid balance may be deducted from the deposit provided for in subsection (c) of this section. Any arrearage thereafter shall become a lien against the premises served, pursuant to section 21 of the Revenue Bond Act of 1933 (MCL 141.121), unless written notice has been previously given to the village that a tenant is responsible for said charges. When so turned off, the water shall not be turned on again until all

delinquent charges have been paid, including the guaranteed deposit hereinafter provided in subsection (c) of this section and, in addition, a turn-on fee in an amount to be determined by the village council from time to time has been paid to the utility billing clerk.

- (c) Before the water may be turned on for any premises located within the village corporate limits the owner shall deposit with the utility billing clerk a guaranteed deposit in an amount to be determined by the village council from time to time for all those using meters under two inches and a sum in an amount to be determined by the village council from time to time for those using meters over two inches. Where notice is given that a tenant is responsible for water charges, no water service shall be rendered to such premises until a cash deposit in an amount to be determined by the village council from time to time shall have been made. For owners of premises located outside the village corporate limits the guaranteed deposit shall be a sum in an amount to be determined by the village council from time to time unless notice is given that a tenant is responsible for water charges as hereinbefore set forth, then no water service shall be rendered to such premises until a cash deposit in an amount to be determined by the village council from time to time shall have been made. No interest shall be paid to depositors on said deposits. Said deposits shall be held by the village as a guaranty of payment for water used and for the protection of the village against any damage to the service pipe, service cock, stop box and water meter by the owner or occupant. Such guaranteed deposit shall be refunded to the depositor upon final termination of the water service and upon payment of all charges for water or damage by said depositor.
- (d) Upon the vacancy of any premises, the water will be turned off at the service cock and the meter may be removed by the village water department only upon the written request of the owner of said premises addressed to the village water department, 114 N. Phelps Street, Decatur, MI 49045. The water will be turned on again and the meter reinstalled upon the written request of the owner of said premises and upon payment of the aforesaid turn-on fee in an amount to be determined by the village council from time to time and the restoration of the aforesaid guaranteed deposit. In the event said premises are left unoccupied and the owner does not request the water department to turn off the water, no allowance will be made for any water registered by the water meter that may leak or waste through the plumbing or fixtures of said premises.
- (e) A unit for the purposes of the water use charges is hereby defined as follows:
 - (1) Single-family residential premises: one unit.
 - (2) Multifamily or multiple use premises: one unit for each apartment or dwelling unit located in said building, and one unit for each business or other entity located in said building.
 - (3) Commercial, Decatur Public Schools or industrial premises: each 18 employees or fraction thereof shall be considered a unit. All individuals employed for 80 or more hours per month and students of Decatur Public Schools shall be considered an employee for the purpose of this subsection.
- (f) For premises located within the village corporate limits the water rates set forth in the village fee schedule are hereby established and shall be charged for water supplied to each unit by the village water department, for each month aforesaid. **All rates are adopted by resolution by Village Council. The Village Council may from time to time increase or decrease rates.**
 - ~~(1) Water charges for a single unit building consumer shall be:~~
 - ~~a. Ready to serve charge: \$16.00 per month.~~
 - ~~b. Usage charge: \$1.37 per 1,000 gallons.~~
 - ~~(2) Water charges for all multiple unit consumers shall be:~~
 - ~~a. Ready to serve charge: \$16.00 per month.~~

~~b. Subsequent units: Each subsequent unit shall be charged at 60 percent of the ready to serve charge.~~

~~c. Usage charge: \$1.37 per 1,000 gallons.~~

~~(g) For premises located outside the village corporate limits, the water charges shall be as follows:~~

~~(1) Ready to serve charge: \$27.00 per month.~~

~~(2) Subsequent units: Each subsequent unit shall be charged at 60 percent of the ready to serve charge.~~

~~(3) Water usage charge: \$1.37 per 1,000 gallons.~~

(h) The water charges provided in this section may be subsequently amended by resolution adopted by a majority of the village council. Said charges shall be reasonable and just, taking into consideration the cost and value of the water supply system and the cost of maintaining, repairing and operating same and the amounts necessary for the retirement of all water supply system revenue bonds and interest thereon.

(Ord. No. 193, § 6, 4-7-2014)

Sec. 38-158. Violations.

Any person, firm, or corporation violating any of the provisions of this division, upon conviction thereof before a court of competent jurisdiction, shall be punished as provided in section 1-7.

(Ord. No. 193, § 8, 4-7-2014)

Secs. 38-159—38-184. Reserved.

DIVISION 4. WATER SUPPLY

Sec. 38-185. Fluoride.

Water supplied to the public by the village, or water supplied to the public by any governmental agency under the direction and control of the village, shall not be treated by the addition of fluoride, the addition of fluoride being hereby rejected by the village.

(Ord. No. 57, § 1, 6-4-1973)

Secs. 38-186—38-200. Reserved.

DIVISION 5. PUBLIC WATER SYSTEM

Sec. 38-201. Definitions.

In the interpretation of this ordinance, the following definitions shall apply unless the context clearly indicates otherwise:

Backflow means water of questionable quality, wastes or other contaminants entering a public water supply system due to a reversal of flow.

Commercial user means a person whose premises are used to offer services and/or products such as, for example, retail and wholesale stores, gasoline stations, restaurants, schools, churches, hotels, motels, nursing homes, private clubs, theaters, and governmental buildings.

Commodity charge means a periodic charge levied on users for use of the public water system on the basis of water consumption. The charge represents a portion of (a) that user's proportionate share of the fixed and variable cost of operation and maintenance and (b) the benefit to that user derived from the use of the public water system. The charge may include a debt service component, as necessary, to pay all or a portion of the principal, interest and administrative costs of retiring public water system indebtedness.

Connection fee means the charge imposed by the village to regulate the connection of a water service connection, either directly or indirectly, to the public water system. This fee represents (a) the proportional cost attributable to each structure in which water service is provided to regulate access to the public water system and ensures that sufficient capacity exists to accommodate the additional use without overburdening the public water system or adversely affecting the ability of the village to provide service to the public water system's existing and future customers; and (b) the benefit to the owner of a structure to which water service is provided derived from the connection to the public water system. See also direct connection and indirect connection.

Cross-connection means a connection or arrangement of piping or appurtenances through which a backflow could occur.

Designated agent means person or persons that have been designated by the village council to act on behalf of the village in enforcing and/or monitoring this division.

Domestic user means a person whose premises are domiciles for single or multiple-family use.

Industrial user means a person who operates a manufacturing or process facility that is engaged in producing a product.

Local distribution lines means those pipes that serve only the abutting property within only one local service area.

Potable water means water intended for human consumption or prolonged bodily contact that is free from impurities in amounts sufficient to cause disease or harmful physiological effects. Its bacteriological and chemical quality shall conform to the applicable requirements of the Federal Drinking Water Standards and to the regulations of Van Buren County Health Department and the Michigan Department of Environment, Great Lakes, and Energy.

Premises means the lands included within the boundaries of a single description as set forth, from time to time, on the general tax rolls of the village as a single taxable parcel of property, including all structures located thereon.

Public water system or *water system* means all village or other publicly owned facilities and all subsequent additions and expansions, including wells, pumps, water treatment facilities, transmission and distribution mains, hydrants, storage tanks, meters, and all other facilities used or useful in the pumping, treatment, and distribution of public water to properties in the village.

Readiness to serve charge means a periodic charge levied on a user based upon the size of the user's public water meter. The charge represents a portion of (a) that user's proportionate share of the fixed and variable cost of operation and maintenance of the public water system and (b) the benefit to that user derived from the availability of the public water system and the peak usage that user may demand from the public water system. The charge may include a debt service component, as necessary, to pay all or a portion of the principal, interest and administrative costs of retiring public water system indebtedness.

Secondary water supply means a water supply system maintained in addition to a public water supply, including but not limited to water systems from ground or surface sources not meeting the requirements of Act No. 98 of the Public Acts of 1913, as amended, being sections 325.20 I to 325.214 of the Compiled Laws of 1948, or

water from a public water supply which in any way has been treated, processed or exposed to any possible contaminant or stored in other than an approved storage facility.

Service connection means the portion of the public water system which extends either to or onto the parcel of land adjacent to the path of the public water system, and includes the tee, valve, connector pipes, shut off valve, meter, and appurtenances, but not including the water piping on private property between the shut-off valve and the structure served.

Structure means a building in which toilet, kitchen, laundry, bathing, or other facilities which need or are required to have potable water for use for domestic, commercial, industrial, or other purposes.

Submerged inlet means a water pipe or extension thereto from a public water supply terminating in a tank, vessel, fixture or appliance which may contain water of questionable quality, waste or other contaminants and which is unprotected against backflow.

System or water distribution system means the village water supply and distribution system to water service customers within the village.

Village means the Village of Decatur, Van Buren County, Michigan.

User means the owner, lessee or occupant of any premises connected to or served by the system.

Water connection means that part of the water distribution system connecting the water main at the curb stop with the premises served.

Water main means the primary and intermediate transmission and local distribution lines of the water distribution system.

(Ord. No. 2020-001, § 1, 3-2-2020)

Sec. 38-202. General provision.

(a) *Administration.*

- (1) The water superintendent, hereinafter called the superintendent, shall have charge of the maintenance and operation of the water supply, pumping equipment, distribution system, fire hydrants, meters, and all other appurtenances of the waterworks system. The superintendent shall supervise all extensions and alterations of the waterworks system as the council may direct and shall also be responsible for the reading of all water meters.
- (2) The village utility billing clerk shall be responsible for the collection of water bills.
- (3) The village utility billing clerk shall deposit water revenues in the manner approved for other municipal deposits.
- (4) The superintendent shall report monthly to the council.

(Ord. No. 2020-001, § 2, 3-2-2020)

Sec. 38-203. Connections.

(a) *Water connection required.*

- (1) *Connection required.* As a matter of public health, the owners of all improved premises in the village that are used for human occupancy, employment, recreation, or other purposes, which require or need the use of potable water and which abut any right-of-way, easement, highway, street, alley, or public way in which there is located, or in the future may be located, and available water main or local

distribution line of the system, are hereby required, at the owners sole expense, to directly connect all buildings and structures on the premises used for said purpose(s) to the water distribution system, provided that said water main or local distribution line is within 200 feet from the nearest point of a premises using or requiring potable water.

- a. A separate and independent service connection shall be provided for every building. Where, however, one building stands at the rear of another on an interior lot and no private water is available or can be constructed to the rear through an adjoining alley, court, yard, or driveway, the Service Connection from the front building may be extended to the rear building and the whole considered as one building service upon application to and approval by the village. Other exceptions may be allowed only by special permission granted by the village council acting as the board of appeals in accordance with section 38-49 of this division.
 - b. Existing structures that are connected to the public water system at the time of adoption of this division will not be required to modify an existing service connection to comply with section 38-203(a)(1)a. unless the structure undergoes a change in use, ownership, or as may be directed by the village as required to protect public health.
- (2) *Connection deadline.* When connection to an available water main or local distribution line is declared a necessity by the village for the public health and welfare, or as required under this division, all such connections required hereunder shall be completed no later than 180 days after the last to occur of (i) the date the water main or local distribution line becomes available to the premises, or (ii) the modification of a building so as to become a building using or requiring potable water. Newly constructed structures required to connect shall be connected prior to occupancy thereof. Notwithstanding the preceding, if the village council or health department requires completion of a connection within a shorter period of time for reasons of public health, such connection shall be so completed. Persons who fail to complete a required connection when required shall be liable for a penalty equal in amount to the availability charge and commodity charge that, based upon similarly situated customers, the system would have accrued and been payable, effective upon the expiration of the connection period, had the connection been made as required.
- (3) *Enforcement in the event of failure to connect to system.* In the event a required connection is not made within the time provided by subsection (a)(2), the village shall require the connection to be made immediately after notice given by first-class or certified mail or by posting on the property. The notice shall give the approximate location of the available water main or local distribution line and shall advise the owner of the affected property of the requirement and enforcement provisions provided by village ordinance. In the event the required connection is not made within 90 days after the date of mailing or posting of the written notice, the village may bring an action in a court of competent jurisdiction for a mandatory injunction or court order to compel the property owner to immediately connect the affected property.
- (4) *Private wells prohibited.* Except as otherwise provided by section 38-202(a)(5), private water wells are prohibited on premises connected to the system. Pre-existing private water wells located on premises that are to be subsequently connected to the system shall be abandoned prior to or upon physical connection of the premises to the system. Wells shall be abandoned in accordance with applicable state law and Van Buren County Health Department regulations. Residential premises serviced by a permitted private well shall be allowed to maintain their well and postpone connecting to the system until such time as their existing well fails. Once the private well fails the premises shall be required to connect to the system and abandon their existing well.
- (5) *Exceptions.* Notwithstanding section 38-202(a)(4), private water wells may be maintained on premises that are connected to the System where (i) the premises maintains a closed geothermal heating system and the private well is an integral part of said system, or (ii) the premises are required by applicable federal or state law, regulation, or order to monitor groundwater on the premises, and the well is used

for groundwater monitoring purposes only. Any such private well must be physically and completely separated from all plumbing used for potable water. All piping for private water wells is subject to the cross-connection provisions of this division.

(b) *Service connections.*

- (1) *Permit application.* Before any connection is made to any water main, application for a permit must be made in writing by the owner of the premises to be served, or by his, her or their authorized representative at the office of the village clerk.
- (2) *Length of permits.* Any water connection permit issued by the Village shall be valid for a period of three years from the date of issuance. Following the expiration of the three-year period, a water connection permit may be continued to be held for as long as the holder of the permit pays a periodic ready to serve charge for all permitted but not yet active water use equivalents. The amount and frequency of the payment of such charges shall be established from time to time by resolution of the village. The failure of a permit holder to make a ready to serve charge payment within 30 days of its due date will result in the revocation of the permit.
- (3) *Inspection.* A connection permittee shall notify the inspector 48 hours in advance of when the water connection and service connection are ready for inspection. The excavation shall be left open until the inspection is complete. If the inspector determines that the water connection and service connection have been constructed and installed in accordance with the requirements of the permit and this division, a water connection approval shall be issued and the water connection shall then be connected with the public water system under the observation of the inspector.
- (4) *Plan review/inspection.* If the village determines that the standard application/inspection fees will not cover the actual costs for review of a water plan or inspection of a water connection, or that it is necessary or advisable to have any portion of the plan reviewed or inspected by other engineers or other consultants, then the applicant shall be required to pay the actual costs of this additional review or inspection. Such actual costs shall be billed to and paid by the applicant, and no occupancy permit shall be issued or maintained for the subject premises until such actual costs have been paid in full.
- (5) *Escrow deposit.* The village may require an applicant to deposit an amount equal to the estimated actual costs associated with the review of an application or an inspection. This amount shall be held in escrow in the applicant's name and may be used solely to pay the actual costs associated with the subject application or inspection. Any unexpended funds held in escrow shall be returned to the applicant, without interest. Any actual costs in excess of the amount held in escrow shall be billed to the applicant and no occupancy permit shall be issued or maintained for the subject premises until such actual costs have been paid in full.
- (6) *Installation requirements.*
 - a. All service pipes on either public or private property shall be laid on solid ground not less than four feet below the established grade of the street. Service pipe laid in the same trench with a sewer shall be at least 18 inches distant from the sewer horizontally, and if the sewer is laid at a greater depth, shall be shelved into the bank to a solid bottom. In no case shall a service be laid on a fill.
 - b. From the main to the water meter all service pipe shall be of copper, or other materials of like nature, not less than ¾-inch in diameter, approved by the superintendent. Service cocks shall be of ¾-inch, extra heavy round way stop and waste type, placed 12 inches outside the sidewalk line. The curb box shall be set so that the cover is one above the grade and must be set on a brick or concrete foundation to prevent settlement.
 - c. A separate stop and waste cock shall be placed on the service pipe just inside the building wall on the influent side of the water meter. Such stops shall be equal in quality to the service cock.

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- d. The corporation cock, the service pipe from the main to the service cock, the service cock, and curb box will be provided in place and maintained by the water department after payment of the fee charged for a water connection permit, as established in accordance with section 38-203(b)(10).
- (7) *Installation costs; indemnification.* All costs and expenses incidental to the installation of the water connection from the building and the connection of the water connection to the public water system shall be borne by the owner of the property being connected. No such work shall be commenced before such owner obtains any necessary permission to work in the public right of way from the village, county road commission, or MDOT, as the case may be. Said owner shall indemnify the village from all loss or damage that may directly or indirectly be caused by the installation and connection of the water connection and the installation and connection of the water connection to the public water system.
- a. *Contractor requirements.* Any person desiring to construct a service connection or connect a water connection to a service connection or uncover, make any connection with or opening into, use, alter or disturb any public water or appurtenances thereof, must be approved by the village. Approval may include placing a deposit with the village, a cash bond or irrevocable letter of credit in the sum of \$5,000.00, conditioned that he will faithfully perform all work with due care and skill, and in accordance with the laws, rules codes, and regulations established under the authority of the village pertaining to water services and plumbing. This bond shall state that the person will indemnify and save harmless the village and the owner of the premises against all damages, costs, expenses, outlays and claims of every nature and kind arising out of mistakes or negligence on his part in connection with the installation and/or connection as prescribed in this division. Such bond shall remain in force for the duration of the work, except that, upon completion, the bond shall remain in force as to all penalties, claims, and demands that may have accrued thereunder prior to such expiration. The approval process shall also provide to the village, evidence of public liability insurance insuring the interests of the village, the property owner, and all persons, for all damages caused by accidents attributable to the work, with limits of \$100,000.00 for one person, \$300,000.00 for bodily injuries per accident, and \$100,000.00 for property damages.
- (8) *Change in use of premises.* In the event there is an increase or change in the use of any particular multi-family, commercial, or industrial user's premises being served by the public water system, or a change in use from a single-family residential use to another type of use, additional connection charges consistent with the new or increased use shall be assessed and shall be payable in the same manner as a water use charge when billed. This charge shall be based upon the difference of the then applicable connection charges for the new or increased use and the then applicable connection charges for the immediately preceding use.
- (9) *No refunds.* There shall be no refund of any water connection charges paid to the village under this ordinance or any predecessor thereof.
- (10) *Connection fee.* After the permit for a service connection has been granted, and before the connection is made, the owner shall pay a connection permit fee as determined from time to time by resolution of the village council.
- (11) *Meters.* Water meters shall be installed by the village unless otherwise provided by resolution of the village council. All meters and water connections shall be the property of the village.
- (12) *Water service.* Water service will not commence until payment in full for the installation has been made to the village. Construction of a water service line shall be done as expeditiously as possible after written notice to proceed, but the time for construction shall be at the convenience of the village.
- (c) *Institution of or restarting water service.* Written notice given not less than 48 hours in advance shall be made to the village by the property owner and/or occupant of the premises when water service is desired to

be activated. It shall be unlawful for any person to connect to or use water supplied by the village without first giving notice as provided herein. The village reserves the right to require that an amount of money equal to an anticipated bill for three months of water service be placed on deposit with the village for the purpose of establishing or maintaining any customer's credit. No person, other than an authorized employee of the village, shall turn on or off any water service, except that a licensed plumber may, with the prior express approval of the village, turn on water service for testing his work (after which it must be immediately turned off) or upon receiving a written order from the village; provided, that upon written permission from the village, water may be turned on for construction purposes upon payment to the village of the charges applicable thereto.

(d) *Meters.*

- (1) The village reserves the right to determine the size and type of meter used. The village reserves the right to require the installation of remote meter reading equipment. The cost of that equipment and its installation shall be charged to the user at the prevailing rates and the actual cost of material and labor.
- (2) All premises using water shall be metered and payment shall be made for water at rates as herein set forth. In no case will water be supplied at fixed or flat rates, except for temporary supplies as are herein provided, or in special cases, reviewed and approved by formal resolution of the council.
- (3) Meters will be furnished by the water department which shall remain the property of the department, and will at all times be under its control.
- (4) For ordinary domestic consumption of water, a $\frac{3}{8}$ -inch or $\frac{1}{2}$ -inch x $\frac{3}{4}$ -inch meter will be furnished. Where an application is made for a meter larger than $\frac{3}{8}$ -inch or $\frac{1}{2}$ -inch x $\frac{3}{4}$ -inch, the superintendent shall determine whether a meter of such size is required. The water department will furnish meters in sizes up to and including two inches. Where a meter larger than two inches is required, special arrangements must be made between the department and the customer.
- (5) Meters will be sealed by the department and no one except an authorized employee of the department may break or injure such seals. No person other than an authorized employee of the department may change the location of, alter or interfere in any way with any meter.
- (6) The expense of installing and maintaining meters will be borne by the water department; provided, however, that where replacements, repairs, or adjustments of a meter are made necessary by the act, negligence, or carelessness of the owner or occupant of the premises, the expense to the department caused thereby shall be charged and collected from the owner of the premises.
- (7) The owner or occupant of the premises where a meter is installed will be held responsible for its care and protection from freezing (if installed inside of a building) and from injury or interference by any person or persons. In case of injury to the meter, or in case of its stoppage or imperfect operation, the owner or occupant of the premises shall give immediate notice to the water department. All water furnished by the village and used on any premises must pass through the meter. No by-pass or connection around the meter will be permitted. If any meter gets out of order or fails to register, the consumer will be charged at the average, monthly consumption rate as shown by the meter over the period of the preceding 12 months when the meter was accurately registering.

(e) *Access to meters.* The Village shall have the right to shut off the supply of water to any premises where the village is not able to obtain access to the meter. Any qualified employee of the village shall, at all reasonable hours, have the right to enter the premises where such meters are installed for the purpose of reading, testing, removing or inspecting the same and no person shall hinder, obstruct, or interfere with such employee in the lawful discharge of his duties in relation to the care and maintenance of such water meter.

(f) *Curb box.* No person shall remove the cover from any curb box or place any dirt, stone or other obstruction in it or tamper with any meter or valve or commit any act tending to obstruct the use thereof.

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- (g) *Injury to facilities.* No person, except an employee of the village in the performance of his duties, shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the water distribution system.
 - (h) *Reimbursement for damage.* Any damage which a meter may sustain resulting from carelessness of the owner, agent, or tenant or from neglect of either of them to properly secure and protect the meter, as well as any damage which may be wrought by frost, hot water, or steam backing from a boiler, shall be paid by the owner of the property to the village on presentation of a bill therefor; and in cases where the bill is not paid, the water may be shut off and shall not be turned on until all charges have been paid to the village.
 - (i) *Responsibility for damages.* the village will not be responsible for any damages because of failures of or within the system, or actions by the village to correct such failures.
 - (j) *Water leakage.* It shall be the responsibility of the owner to repair any leaks between the meter and the curb valve within 72 hours of notice by the village or an additional fee shall be charged for water loss. Water leakage within the structure that is metered shall be billed and paid unless the leakage is due to a sudden, one-time event and is reported to the village within 30 days.
 - (k) *Hydrant use.* No person, except an employee of the village in the performance of their duties or by such persons as may be specifically authorized by the water department, shall open or use any fire hydrant, except in case of emergency, without first securing a written permit from the village and paying such charges as may be prescribed by the village.
 - (l) *Unlawful connection.* No person shall make a connection on a service line between the water meter and the street mains or install a by-pass around the meter.
 - (m) *Cross-connections control.* The village shall eliminate and prevent all cross-connections pursuant to the plan submitted to and approved by the Department of Public Health, pursuant to the requirements of sections 325.11401 through 325.11407 of the 1979 Michigan Administrative Code, as the same may be amended from time to time.
 - (1) *Cross-connections prohibited.*
 - a. A cross-connection shall not be made between the water distribution system and secondary water supply.
 - b. A cross-connection shall not be made by submerged inlet.
 - c. A cross-connection shall not be made between the water distribution system and piping which may contain sanitary waste or a chemical contaminant.
 - d. A cross-connection shall not be made between the water distribution system and piping immersed in a tank or vessel which may contain a contaminant.
 - (2) *Inspections.* It shall be the duty of the village to cause inspections to be made of all properties served by the public water supply where cross-connections with the public water supply are deemed possible. The frequency of inspections and re-inspections based on potential health hazards involved shall be as established by the village.
 - (3) *Testing.* All testable backflow prevention devices shall be tested initially upon installation to be sure that the device is working properly. Subsequent testing of devices shall be conducted at a time interval specified by the village and in accordance with the Michigan Department of Environment, Great Lake, and Energy (EGLE). Only individuals approved by the village and certified by the State of Michigan shall be qualified to perform such testing. Such individuals shall certify the results of their testing to the village.
 - (4) *Right of entry.* The representative of the village shall have the right to enter at any reasonable time any property served by a connection to the water distribution system for the purpose of inspecting the

pipng system or systems thereof for cross-connections. On request, the owner, lessees or occupants of any property so served shall furnish to the village any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal of access, when reasonably requested, shall be deemed evidence of the presence of cross-connections.

- (n) *Protection of water supply.* The potable water supply made available on the premises served by the system shall be protected from possible contamination as specified by this division and by the State of Michigan's and any other applicable plumbing codes. Any water outlet which could be used for potable or domestic purposes, and which is not supplied by the water distribution system must be labeled in a conspicuous manner as "WATER UNSAFE FOR DRINKING."
- (o) *Discontinuance of service.*
 - (1) The village is hereby authorized and directed to discontinue water service after reasonable notice to any property wherein any connection in violation of this division exists and to take such precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service to such property shall not be restored until such violation has been corrected or eliminated in compliance with the provisions of this division.
 - (2) In the event a water customer desires water service to be discontinued, said customer shall so request in writing not less than 48 hours prior to time of such discontinuance of service is desired. The village will not recognize the discontinuance of water service unless the provisions of the foregoing sentence have been fully met. Under any other circumstances, discontinuance of service will be charged to the customer at the actual cost of labor, materials, and equipment. The village may refuse or discontinue water service for any violation of any rule, regulation, or condition of service.
- (p) *Shut off of water.* The village reserves the right at all times (and will endeavor to give due notice) to shut off the water at the water mains or local distribution lines or to require reduced use or no use of the system for the purpose of making repairs or extensions or for other purposes. All persons having equipment on their premises and depending on water from the water-mains or local distribution lines are hereby cautioned against the danger which might arise from emergency shutting off of the water. In the event of such an emergency, the designated agent may designate in any notice the extent of any regulation, limitation, or prohibition and the date and time on which it shall take effect.
- (q) *Additional regulations.* The village council may make and issue additional rules and regulations concerning the water distribution system, connections thereto, meter installations and maintenance, connection and meter installation fees, hydrants and water mains and the appurtenances thereto, not inconsistent herewith. Such rules and regulations shall be effective upon approval by the village council.
- (r) *Other laws.* If any other ordinances of the county or village or any statutes of the State of Michigan shall impose greater restrictions than herein set forth, then such ordinances or statutes shall control.

(Ord. No. 2020-001, § 3, 3-2-2020)

Sec. 38-204. Controlled use.

Limitation of water use. The village council, may regulate, limit or prohibit the use of water for any purpose. Such regulations shall restrict less essential water uses to the extent deemed necessary to assure an adequate supply for essential domestic and commercial needs and for firefighting. No such regulation, limitation or prohibition shall be effective until 24 hours after the publication thereof in a newspaper of general circulation in the village, except in an emergency as may be deemed by the designated agent. In the case of such emergency the regulation, limitation or prohibition shall be and take effect as indicated by the village council and notice shall be given on a local radio station. Any person violating such rule or regulation shall, upon conviction thereof, be punished as prescribed in this division.

Sec. 38-205. Water rates.

- (a) *Basis of charges.* Except as otherwise provided in this ordinance, all water service shall be charged for on the basis of water consumed as determined by the meter installed in the premises of water customers by the village.
- (b) *Water rates and charges.*
 - (1) Water rates and charges shall be levied monthly against each premises having any water connection to the water distribution system.
 - (2) Said water rates and charges shall be based on a readiness to serve (RTS) fee and on the quantity of water used on or in the property, as measured by the water meter therein used, except as otherwise provided. If a meter cannot be read, an estimated charge will be made and adjustment, if necessary, will be made when the meter reading can be obtained. Rates and charges for users shall be in amounts to be established from time to time by the village council.
 - (3) Before the water may be turned on for any premises located within the Village of Decatur Corporate Limits the owner shall deposit with the utility billing clerk a "guaranteed deposit" in an amount to be established from time to time by the village council. No interest shall be paid to depositors on said deposits. Said deposits shall be held by the Village of Decatur, Michigan as a guaranty of payment for water used and for the protection of the Village of Decatur against any damage to the service pipe, service cock, stop box and water meter by the owner or occupant. Such a guaranteed deposit shall be refunded to the depositor upon final termination of the water service and upon payment of all charges for water or damage by the said depositor.
 - (4) Upon the vacancy of any premises, the water will be turned off at the service cock and the meter may be removed by the Decatur Water Department only upon the written request of the owner of said premises addressed to the Decatur Water Department, 114 N. Phelps Street, Decatur, MI 49045. The water will be turned on again and the meter reinstalled upon the written request of the owner of said premises and upon payment of the turn-on fee, as established from time to time by the village council, and the restoration of the aforesaid guaranteed deposit. In the event said premises are left unoccupied and the owner does not request the water department to turn off the water no allowance will be made for any water registered by the water meter that may leak or waste through the plumbing or fixtures of said premises.
 - (5) Any charges remaining unpaid shall be charged against the real property on which the service was rendered and may be spread on the next regular village ad valorem property tax roll after the date on which such charge shall become due and payable and shall become a lien of the same character and effect as the lien created by State of Michigan and county taxes until paid.
- (c) *Billing, penalties, and remedies for nonpayment or late payment.*
 - (1) The owner of the premises serviced, and the occupants thereof shall be jointly and severally liable for the water service provided to said premises.
 - (2) Bills for rates and charges as herein established shall be mailed to users monthly. All bills shall be payable on the 20th day of the month following the period of service and shall be payable to the Village. If any bill shall not be paid by the 20th of the month in which it is due, a late charge as established from time to time by the Village Council shall be applied to the current amount past due and collected therewith. If the charges for said water are not paid within 50 days after the date of said bill, then the water may be turned off for any premises against which such charges have not been paid,

and the amount of the unpaid balance may be deducted from the deposit provided for in section 38-205(b)(3). When so turned off, the water shall not be turned on again until all delinquent charges have been paid, including the guaranteed deposit hereinafter provided in section 38-205(b)(3) and, in addition, a turn-on fee, as provided for in section 38-205(b)(4), has been paid to the utility billing clerk.

- (3) Water service may be discontinued to any premises to enforce the payment of rates and charges after the user has been given the opportunity for a hearing before the village manager to show cause why service should not be discontinued. Services so discontinued shall not be restored until such time as all the rates, charges, and penalties are paid or satisfactory arrangements made for the payments thereof.
 - (4) Delinquent bills may be collected by any method authorized by the law including, without limitation, making such amounts due to a lien on the premises served.
- (d) *Meter failure.* If any meter shall fail to register properly, the village shall estimate the consumption on the basis of former consumption and bill accordingly.
- (1) *Inaccurate meters.* A user may require that the meter be tested. If the meter is found accurate, a charge as set from time to time by the village council will be made. If the meter is found defective, it shall be repaired, or an accurate meter installed, and no charge shall be made.
 - (2) *Accuracy required.* A meter shall be considered accurate if, when tested, it registers not to exceed five percent more to five percent less than the actual quantity of water passing through it. If a meter registers in excess of five percent more than the actual quantity of water passing through it, it shall be considered "fast" to that extent. If a meter registers in excess of five percent less than the actual quantity of water passing through it, it shall be considered "slow" to that extent.
 - (3) *Bill adjustment.* If a meter has been tested at the request of a user and shall have been determined to register "fast," the village shall credit the consumer with a sum equal to the percent "fast" multiplied by the amount of all bills incurred by said 'consumer, within the three months prior to the test, and if a meter so tested is determined to register "slow," the village may collect from the consumer a sum equal to the percent "slow" multiplied by the amount of the bills incurred by the consumer for the prior three months. When the village, on its own initiative, makes a test of a water meter, it shall be done without cost to the consumer, other than his paying the amount due to the village for water used by him as above provided, if the meter is found to be "slow."

(Ord. No. 2020-001, § 5, 3-2-2020)

Sec. 38-206. Water distribution lines.

- (a) *Water mains.*
- (1) The water mains of the village shall be under the exclusive control of the superintendent and no person or persons other than agents or employees of the water department shall tap, change, obstruct, interfere with, or in any way disturb the system of water mains.
 - (2) All extensions and alterations to the system of water mains shall be made under the supervision of the superintendent who shall act only upon authorization of the council and/or the village manager. Petitions for the extension of water mains shall be addressed to the village council, which will thereupon consider the same and advise the petitioners of their decision. (In case water mains are constructed by special assessment, reference should be made to the pertinent charter provisions.)
 - (3) Any person, firm or corporation installing water mains at their own expense shall first submit plans and specifications for such work to the council for its approval. After such plans and specifications have been approved by the council, the work shall be done under the supervision of the superintendent who shall require that such tests be made as he/she may consider necessary, and no water shall be

admitted into such mains until he/she accepts the installation on behalf of the council and village manager.

- (4) No extension of water mains beyond the village limits shall be made except in accordance with a resolution adopted by the council, which resolution shall authorize the making and executing of a contract between the proposed user or users and the village, said contract to provide in detail for all of the specifications pertaining to said extension and for the posting of a bond in such amount as will ensure the re-payment to the village upon completion of said extension, or any and all costs incurred by it in connection therewith.

(Ord. No. 2020-001, § 6, 3-2-2020)

Sec. 38-207. Enforcement.

- (a) *Penalties for violation of division.* Whoever violates or fails to comply with any provision of this division shall be fined up to \$500.00, imprisoned not more than 90 days, or both. A separate offense shall be deemed committed each day during or which a violation or noncompliance occurs or continues.
- (b) *Civil action.* The village may institute any action at law or equity to compel compliance with this ordinance or to collect amounts due under this ordinance. If such action is instituted the village shall recover the costs and expenses incurred to bring and maintain the action including, without limitation, actual reasonable attorneys' fees.
- (c) *Lien.* All rates, fees, and charges billed or due hereunder including those due pursuant to section 38-206(b) hereof shall to the extent permitted by law be liens upon the premises served from the delivery of such service which shall be enforceable in the same manner as ad valorem property tax liens.

(Ord. No. 2020-001, § 7, 3-2-2020)



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY:
DATE: July 10, 2023
SUBJECT: Request to approve business loan application for Kody Hillring (Madaras Graphics)

Action Requested:

Request to approve the business loan application, for Kody Hillring, Madaras Graphics, in the of \$20,000.

Background:

The Village of Decatur continues to offer financial support to the business community in Decatur offering business loans for business expansion along with rehabilitation of facilities. Kody Hillring, Madaras Graphics is a limited liability company, with expectation of rapid expansion in the sports appeal, signage and promotional items industry. According to the business summary, Madaras Graphics, goals and objectives are to grow their own brand of marketing with offering retail space for its growing customers. Additionally, Madaras Graphics, would like to be able to offer a destination for its customers to gather and showcase their products. Along with being able to offer space for sports coaching to young athletes and providing them with one-on-one space for instructional practice.

Madaras Graphics has worked with the DDA in the prior years to obtain prime real estate in downtown Decatur. Through support of the DDA, Madaras Graphics purchased the commercial building located behind Decatur Auto Parts. Many will remember this property was originally a historical automotive service center. Many aspects of the building and location are a perfect fit for Madaras Graphics and their future business expansion. One of the priorities of Madaras Graphics, is to rehabilitate the facility. According to the business plan, Madaras Graphics needs assistances with roof replacement of the building.

Village Attorney, Curcio along with staff have reviewed the application and associated documentation. The following commercial rehabilitation revolving fund loan agreements are attached to this memo. Additionally, the loan agreement includes promissory note and mortgage



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

documentation. If applicable and acceptable to the Council, the following loan will be for a term of six (6) years (72 months) at the interest rate of 4.00%

Attachment(s):

Application – Hillring

Loan Documents

COMMERCIAL REHABILITATION REVOLVING FUND LOAN AGREEMENT

This Agreement has been entered into as of July __, 2023, by and between **Kody Hillring**, an unmarried man with an address of 45402 Eleanor Drive, Decatur, MI 49045 (“**Borrower**”), the **Village of Decatur**, a Michigan municipal corporation with offices at 114 N. Phelps, Decatur, MI 49045 (“**Village**” or “**Lender**”).

Borrower has requested a loan from Lender in the amount Twenty Thousand Dollars (\$20,000.00), to be used as herein agreed (the “**Loan**”), and will execute and deliver to Lender a promissory note in that amount, plus interest, in the form attached hereto as Exhibit A (the “**Promissory Note**”), and a mortgage in the form attached hereto as Exhibit B (the “**Mortgage**”).

Lender agrees to make the Loan to Borrower in accordance with the terms of this Agreement.

IT IS MUTUALLY AGREED:

1. **Loan.** Lender agrees to make the Loan, and Borrower agrees to accept the Loan, in accordance with the terms and conditions set forth herein and in the Promissory Note and the Mortgage. Lender shall make the Loan from its commercial rehabilitation revolving fund.

2. **Use of Proceeds.** Borrower represents and warrants it will use the proceeds of the Loan to replace the roof on the building on Borrower’s commercial parcel on West Delaware, Street (Tax I.D. No. 80-43-040-230-20).

3. **Governing Law.** The validity, interpretation, and construction of this Agreement are to be governed by laws of the state of Michigan.

BORROWER

By: _____
Kody Hillring

BOARD

By: _____
Ali Elwaer, President

By: _____
Megan Duncan, Clerk

Exhibit A

[Attached]

PROMISSORY NOTE

\$20,000
4%

Decatur, Michigan
July ____, 2023

FOR VALUE RECEIVED, the undersigned **Kody Hillring**, an unmarried man with an address of 45402 Eleanor Drive, Decatur, MI 49045 (“**Borrower**”) promises to pay to the order of the **Village of Decatur**, a Michigan municipal corporation with offices at 114 N. Phelps Street, Decatur, Michigan 49045 (“**Village**” or “**Lender**”), the sum of \$20,000, according to the following terms and conditions:

1. Interest. The unpaid balance hereunder shall bear interest at the rate of 4.00% a year from the date hereof until paid.

2. Payments. Payments shall be in equal monthly installments over the course of 6 years (72 months). Such payments shall include both principal and interest, with the first payment due on the date stated in the upper-right corner of this Note. On the 6-year anniversary of that date, the total outstanding balance, if any, shall be paid in full.

3. Late Charge. In the event any scheduled payment is received more than 15 days after the due date, the Borrower shall pay the Lender an additional payment equal to 5% of the amount of the payment missed. Such late charge shall be immediately due and payable.

4. Prepayment. The principal sum or accrued interest hereunder may be prepaid at any time, in whole or in part, without notice or penalty.

5. Default. Upon the occurrence of any of the following events, unless expressly waived in writing by the Lender:

(a) The occurrence of a non-monetary event of default under any document, instrument or agreement which may now exist or hereafter arise between the Borrower and Lender, which is not cured within ninety (90) days after Borrower receives notice of such default from Lender; or

(b) Failure to pay any amount within ninety (90) days after it becomes due under this Note or any other document, instrument or agreement between the Borrower and the Lender; or

(c) The Borrower files for bankruptcy, or becomes insolvent, or fails to pay its debts generally as they become due, or if a receivership or involuntary bankruptcy proceeding is commenced against the Borrower, or any of the properties of the Borrower, and such receivership or involuntary bankruptcy proceeding is not dismissed within sixty (60) days; or

(d) The sale, lease, transfer or other disposition by Borrower of the Real Property known as Tax ID No. 80-43-040-230-20, unless and until Lender agrees in writing to such sale, lease, transfer or other disposition;

then, and in any such event, Lender may, in its sole discretion, do any or all of the following: (1) by notice to the Borrower, declare the unpaid balance owed hereunder and under any other Note between the Borrower and the Lender, as well as all other amounts required to be paid by the Borrower under any document and this Note to be immediately due and payable (“rights of acceleration”); and (2) exercise any or all of its rights and remedies under any other document, instrument or agreement between the Borrower and the Lender. The Borrower agrees to pay on demand all costs, including but not limited to actual attorney fees, incurred by the holder in collecting any amounts owing under this Note.

6. Waiver. The Borrower waives presentment, demand for payment, notice of dishonor, and all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note. The holder's failure or repeated failure to exercise any single or partial rights under this Note, including, but not limited to, the holder's rights of acceleration, shall not constitute a waiver of those rights, or preclude the exercise of any present or future rights under this Note.

7. Governing Law. This Note and the rights and obligations of any party shall be governed by and interpreted in accordance with the laws of the State of Michigan.

8. Loan Agreement. This Promissory Note is given pursuant to the Loan Agreement, and Lender shall have all of the rights and powers set forth in the Loan Agreement as if they were fully set forth herein.

WHEREFORE, the Borrower has executed this Note as of the date first written above.

BORROWER

By: _____
Kody Hillring

MORTGAGE

THIS MORTGAGE, made this ____ day of July 2023, is by and between Kody Hillring, an unmarried man with an address of 45402 Eleanor Drive, Decatur, MI 49045 (“Mortgagor”), the Village of Decatur, a Michigan municipal corporation with offices at 114 N. Phelps, Decatur, MI 49045 (“Mortgagee”).

WITNESSETH:

To secure the payment of the principal sum of \$20,000, together with interest thereon, whether presently outstanding or advanced in the future, in accordance with the terms of a promissory note of even date herewith issued by Mortgagor (together with any amendments, modifications and/or extensions thereof and substitutions therefor herein called the “Note”) Mortgagor does MORTGAGE and WARRANT to Mortgagee, its successors and assigns, the land situated in the Village of Decatur, County of Van Buren and State of Michigan, described on Exhibit 1 attached hereto and incorporated herein by reference, together with all buildings and improvements now or hereafter upon said land or any part thereof, and all heretofore or hereafter vacated alleys and streets abutting said land; and together with all fixtures and equipment now or hereafter installed for use in the operation of the building or buildings now or hereafter on said land, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto owned by Mortgagor, all of which fixtures and equipment shall be deemed to be part of the land; and together with all the rents, profits and leases thereof and the tenements, hereditaments, easements, and appurtenances (herein called the “Mortgaged Premises”).

Mortgagor does hereby covenant and warrant as follows:

1. Mortgagor shall pay the principal of and interest on the Note and shall pay all other amounts provided herein according to the terms of the Note and this Mortgage.
2. At the time of the execution and delivery of this Mortgage, Mortgagor is well and truly seized of the Mortgaged Premises in fee simple, free of all liens and encumbrances whatsoever except for (i) real estate taxes and assessments not yet due and payable, (ii) covenants, restrictions, easements, reservations and agreements of record, and (iii) rights of the public to streets, roads and alleys lying within the boundaries of the Mortgaged Premises, and Mortgagor will forever warrant and defend the same against any and all claims whatever, and the

lien created hereby is and will be kept a first lien upon the Mortgaged Premises and every part thereof.

3. The occurrence of any of the following events shall be deemed an “Event of Default” hereunder: (i) default in making payment when due of any principal of or interest on the Note or any part thereof, or (ii) default in making payment when due of any other sums provided herein, or (iii) default in the performance of any covenant or condition provided herein and the continuance thereof for ninety (90) days after notice of such default has been given by Mortgagee, (iv) bankruptcy, reorganization or other similar proceedings shall be instituted by or against Mortgagor. Upon the occurrence of an Event of Default, Mortgagee may at any time thereafter, declare the principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately.

4. Mortgagor shall not, without the prior written consent of Mortgagee, permit or suffer (a) the Mortgaged Premises, or any part thereof, to be sold, assigned, transferred or encumbered in any way, whether by operation of law or otherwise or (b) any conveyance, transfer, pledge or encumbrance of any interest in Mortgagor to be made or agreed to be made.

5. Each and every of the rights, remedies and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits, or of any other rights, remedies or benefits allowed by law. Any waiver by Mortgagee of any default shall not constitute a waiver of any similar or other default.

6. All of the covenants and conditions hereof shall run with the land and shall be binding upon the successors and assigns of Mortgagor, and shall inure to the benefit of the successors and assigns of Mortgagee. Any reference herein to “Mortgagee” shall include the successors and assigns of Mortgagee.

7. All notices given hereunder shall be in writing, shall be effective when received and shall be sent to Mortgagor or Mortgagee at their respective addresses first above written unless another address is designated by notice to the other party in writing.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

MORTGAGOR

By: _____
Kody Hillring

STATE OF MICHIGAN)
)
COUNTY OF VAN BUREN)

Acknowledged before me this _____ day of _____, _____, by Kody Hillring

Notary Public, Van Buren County, Michigan
My Commission Expires:

This instrument drafted by:
Nicholas Curcio
16905 Birchview Drive
Nunica, MI 49448

When recorded return to:
Megan Duncan, Clerk
Village of Decatur
114 N. Phelps
Decatur, MI 49045

Exhibit 1
Property Description

That certain land in the Village of Decatur, County of Van Buren, State of Michigan, legally described as follows:

[Insert Legal Description from DDA to Mr. Hillring]

Tax Parcel No. 80-43-040-230-20



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

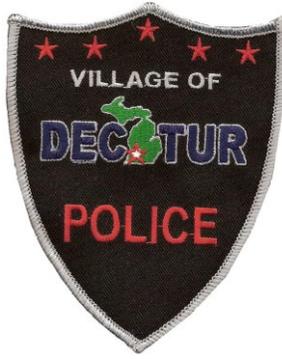
MEMORANDUM – MONTHLY REPORT

TO: Village Council
FROM: Jimmy Ebeling, DPW
REVIEWED BY: Christopher Tapper, Village Manager
DATE: July 1, 2023

SUBJECT: June 2023 Monthly Report from DPW

June 2023 – Jobs completed

- Marked 6 Miss Digs
- Completed 10 Work Orders
- Completed 1 Shut-off
- Completed 1 Turn-On
- Completed 4 Final Reads
- Read water meters for billing
- Prepped for Food Trucks
- Cleaned and mowed road shoulders and parks
- Leaf and brush pickup throughout Village limits
- Edged sidewalks N. Phelps St.
- Cleaned curbs
- Did water samples for Monthly Analysis Report – took to Paw Paw Lab – sent results to Egle
- Collected wastewater samples
- Collected drinking water samples
- Wastewater discharge request
- Equipment/vehicle maintenance
- Tree trimming
- Clean up 45th at yard waste area
- Cold patched pot holes throughout Village
- Prepped/maintenance summer equipment- mowers
- Sewer maintenance
- Cleaned bathrooms at RWP
- Watered flowers
- Flushed Hydrants
- Communications with EGLE



Thomas VanDerWoude, Chief of Police
114 N. Phelps St.
Decatur, MI 49045
Phone: (269) 423-2171
Fax: (269) 423-7814
Email: vanderwoudet@decaturmi.org

To: Village Manager Chris Tapper
Fr: Chief Tom VanDerWoude
Date: July 3, 2023
Ref: Monthly Report for the Month of June 2023

Meetings / Events / Information:

- Council Meeting
- Meeting with Final Gravity
- Fire Board Meeting
- Touch A Truck Event at the Library
- Pick Up New Patrol Car
- Meeting with Local Chief's
- Meeting with New Police Officer Ken Dunkerley

Training:

- June 16, Officer Frank, Training, Risk Assessment Team Training
- June 20-22, Officer Frank, Training, SEPLA Conference (Schools, Education, Police Liaison Association)

Please see the below activity occurring in our community over the past month.

Arrests: June 1, 2023, to June 30, 2023

- 6-14-23, Female, Warrant- Fail to Appear, Warrant – Probation Violation
- 6-27-23, Male, Warrant – Dog at Large
- 6-28-23, Male, Felonious Assault and Reckless Discharge of Firearm

Calls for Service / Reports Taken: June 1, 2023, to June 30, 2023

- Suspicious Situation
- Domestic
- Salvage
- Trespass
- Suspicious Situation
- Alarm
- Salvage
- Neglect of Adult

- Stop Sign Violation / No License
- Larceny
- Blight
- Warrant Arrest
- Lost Dog
- Domestic
- Assist VBCS
- Blight
- Hazardous Condition
- Health and Safety
- Blight
- Blight
- BOL Reckless Driver
- Assault
- Assist Another Agency
- Fraud
- VIN Inspection
- Blight
- Stalking
- Assist Medical
- Probation Violation
- Assist VBCS
- Trespass, Assist MSP
- Background Investigation
- Salvage
- Lost Property
- Property Damage Accident
- 911 Hangup
- Public Relations
- Civil Dispute
- Welfare Check
- Blight
- Motorist Assist
- Stalking
- Suspicious Situation
- Blight
- Blight
- 911 Hangup
- Blight
- Salvage
- Salvage
- Assist MSP, PI Accident
- Property Damage Accident
- 911 Hangup
- Assist Pokagon PD, Welfare Check

- Assist VBCS, Disorderly
- Suspicious Situation
- Home Invasion, Assault, Assault Police Officer, Assist VBCS
- Suspicious Vehicle
- Warrant Arrest x 2
- Suspicious Vehicle
- Trespass
- Blight
- Unlicensed Driver, No Insurance, No Plate
- Salvage
- Salvage
- Salvage
- Suspicious Situation, Missing Person – Deceased
- Found Property
- Ordinance Violation – Soliciting
- Suspicious Situation – Threats
- Domestic
- 911 Hangup
- Open Gate, Check Security
- PO Stand-bye
- Stop Sign Violation
- Personal Injury Crash
- Assist Fire Department
- No License
- Assist Medical
- Suspicious Situation
- Assist VBCS – OWI Arrest
- Trespass
- Health and Safety – Dog at Large
- Assist Medical
- Suspicious Vehicle
- Suspicious Situation
- General Assist
- Suspicious Person
- Report of an OWI Driver
- Background
- Possession of Meth, Assist to VBCS
- Assist Medical
- Suspicious Situation
- Suspicious Situation
- Salvage
- Civil Matter
- Aggravated Assault
- Larceny
- Civil – Child Custody

- Open Gate
- Domestic Violence
- Mental Investigation
- Mental Investigation
- Assist MSP, Foot Pursuit
- Assist Medical
- No Cycle Endorsement, No Plate, No Insurance
- Assist Medical
- Suspicious Situation
- Felonious Assault, Reckless Discharge of Firearm, Arrest
- Suspicious Situation
- Salvage
- Salvage
- Salvage
- Assault and Battery in Progress
- Traffic Policing
- Larceny
- Welfare Check of Dog
- Alarm
- MDOP
- Public Relations

Thank you! Please stay safe!

Chief Tom VanDerWoude



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Megan Duncan, Clerk/Treasurer
REVIEWED BY: Christopher Tapper, Village Manager
DATE: July 10, 2023

SUBJECT: Request to review Decatur-Hamilton Fire & QR Reports

Action Requested:

It is requested that Village Council review Decatur-Hamilton Fire & QR Reports, For June 2023.

Background:

The Decatur-Hamilton Fire & QR Departments met Monday, June 26, 2023. Notable items from the Fire Department include, meeting minutes, Fire Department Fiscal year end, check report, truck reports, secretary's report, and building report.

Notable items from the Quick Response Department include, April meeting minutes, check report and QR Fiscal year end.

Attachment(s):

Decatur-Hamilton Fire & QR Reports

DECATUR-HAMILTON FIRE DEPARTMENT

Board Meeting

June 26, 2023

1. Call to Order/ Roll call
2. Public Comment
3. Additions/Deletions to Agenda
4. Approval of Agenda
5. Approval of Minutes of the Previous Meeting
6. Bills
7. Treasurer's Report
 - a. March Report
8. Officer Reports
 - a. Chief Report
 - b. Secretary Report
 - c. Training Report
 - d. Truck Captain Report
 - e. Building Report
9. Auxiliary Report
10. Personnel
11. Unfinished Business
12. New Business

13. Public Comment

14. Adjournment

DECATUR-HAMILTON FIRE BOARD

MEETING MINUTES

May 30, 2023

1. Call to order 6:32 PM Kusmack K excused
2. Public Comment N/A
3. Additions/Deletions to Agenda: Added c budget under new business
4. Approval of Agenda Kusmack K. MOTION Gateley SUPPORT. Motion carries.
5. Approval of Minutes Flowers MOTION Newell SUPPORT. Motion carries
6. Bills: March bills MOTION Gateley SUPPORT Newell motion carries. April bills totaled \$30,126.87 MOTION Newell SUPPORT Flowers. Approved
7. Treasurer's Report not provided
8. Officers Reports: MOTION Flowers SUPPORT Gateley to approve as presented
 - a. Chief – Building issues. AEP, generator was on for 26 hours, there was a bad fuse on the pole. Faucet was left on back of building, no damage. Raised question what to do with 1410 whether to keep or sell. Lawrence lost an engine donated it to tech center which they train on. Old ladders and bottles would like to donate to tech center, take to municipalities.
 - b. Secretary – 47 calls for year, add 4 smoke, DT PI, Grass and mutual aid to Wayne.
 - c. Training – N/A
 - d. Trucks – See chief report
 - e. Building – See Chief report
9. Auxiliary – Garage sale made \$700 bought a grill and snacks for VBEMS for EMS week
10. Personnel N/A
11. Unfinished Business
 - a. Audit – Done getting ready for next
12. New Business
 - a. New accounting proposal – Training and handle payroll and audit prep
 - b. Restitutions – Roll over to regular savings MOTION Gateley SUPPORT Newell motion carries.
 - c. Budget – MOTION Newell SUPPORT Gateley. Motion carries
13. Public Comment – New police officer, put forth a conditional offer to Ken Duncan quoted as, "A nice young man."
14. Adjournment – MOTION Newell SUPPORT Flowers. Motion Carries to adjourn at 7:02PM.

HAMILTON & DECATUR FIRE

Check Detail

June 2, 2023 - July 1, 2023

HAMILTON FIRE	Type	Date	Num	Name	Memo	Split	Debit	Credit
	Check	06/02/2023	eft	Consumers	Account # 1000 3954 0628	Util		298.31
	Check	06/02/2023	eft	COMCAST	Account # 8529 11 329 0019815	Util		213.09
	Check	06/02/2023	eft	Village of Decatur		Util		78.20
	Check	06/13/2023	eft	Wells Fargo		Equipment		50.70
	Liability Check	06/15/2023	eftp	Internal Revenue Service	38-2561883	-SPLIT-		223.66
	Deposit	06/16/2023			Interest	Int Inc	5.12	
	Check	06/16/2023	11319	REEDER ACCOUNTING SERVICES	Inv 29799	Prof Fee		925.00
	Check	06/16/2023	11320	Decatur One Stop	INV # 594697	Fuel & Oil		15.67
	Deposit	06/20/2023			Deposit	Building Lease	1,000.00	
	Check	06/20/2023	11321	Best Way Disposal	Acct# L-203138	Util		192.18
	Check	06/20/2023	11322	Yeo & Yeo	Invoice 577917	Audit		4,000.00
	Check	06/20/2023	11323	Decatur Hardware	acct# 1019	Supplies		139.60
	Check	06/20/2023	11324	Summit	Inv 141013394	Supplies		164.00
	Check	06/20/2023	11325	US Postal Service		Prof Fee		94.00
	Check	06/20/2023	11326	Dinges Fire Company	INV 41162	Supplies Turnout Gear		1,125.02
	Check	06/20/2023	eft	AEP	Account # 041-938-379-0-5	Util		400.19
	Paycheck	06/20/2023	11334	Amy M Jimenez		-SPLIT-		987.37
	Check	07/01/2023	11327	DECATUR HAMILTON FIRE DEPARTMENT		Contracted Serv		500.00
	Check	07/01/2023	11328	HARRY DUNCAN		Salaries		150.00
	Check	07/01/2023	11329	Joe Gerhold	Travel	Salaries		1,300.00
	Check	07/01/2023	11330	Joe L Jerue		Salaries		375.00
	Check	07/01/2023	11331	Matt Kusmack		Salaries		300.00
	Check	07/01/2023	11332	Michael T Bush		Salaries		750.00
	Check	07/01/2023	11333	Randy Haun		Salaries		250.00
							1,005.12	12,531.99
							1,005.12	12,531.99

Total HAMILTON FIRE

TOTAL

HAMILTON & DECATUR FIRE
Annual Budget vs. Fiscal Year End
July 2022 through June 2023

	<u>07/01/2022 - 06/30/2023</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income			
Tax Rev			
Decatur Twp	159,259.51	168,000.00	-8,740.49
Hamilton	120,292.57	108,000.00	12,292.57
Total Tax Rev	<u>279,552.08</u>	<u>276,000.00</u>	<u>3,552.08</u>
Building Lease	12,000.00	23,000.00	-11,000.00
Insurance Payout	6,319.00	0.00	6,319.00
Int Inc	58.28	350.00	-291.72
Misc Inc	0.00	11,500.00	-11,500.00
Total Income	<u>297,929.36</u>	<u>310,850.00</u>	<u>-12,920.64</u>
Expense			
Repairs			
Vehicles	29,377.64	25,000.00	4,377.64
Equip	14,619.33	5,000.00	9,619.33
Bldg	10,202.10	12,000.00	-1,797.90
Other	220.00	1,000.00	-780.00
Radio	115.00	1,000.00	-885.00
Total Repairs	<u>54,534.07</u>	<u>44,000.00</u>	<u>10,534.07</u>
Supplies Turnout Gear	45,262.64	40,000.00	5,262.64
Insur	21,219.76	21,500.00	-280.24
Audit	20,040.00	6,000.00	14,040.00
Trav, Train, Misc	17,159.06	3,000.00	14,159.06
66000 · Payroll Expenses	15,491.93	0.00	15,491.93
Supplies	13,916.27	15,000.00	-1,083.73
Salaries	13,850.00	19,000.00	-5,150.00
Prof Fee	13,334.21	6,000.00	7,334.21
Util	10,693.90	8,000.00	2,693.90
Contracted Serv	6,750.00	6,000.00	750.00
Fuel & Oil	5,242.37	3,000.00	2,242.37
Supplies Pagers- Radios	4,878.53	4,500.00	378.53
Interest Expense	3,438.96	0.00	3,438.96
Supplies Hoses	3,427.04	6,500.00	-3,072.96
Travel Fire Prevention	2,357.00	2,000.00	357.00
Capital outlay/Reserve	548.68	14,500.00	-13,951.32
Supplies Uniforms	0.00	1,500.00	-1,500.00
Loan Payment- Truck Purchase	96,561.04	153,353.94	-56,792.90
Total Expense	<u>348,705.46</u>	<u>353,853.94</u>	<u>-5,148.48</u>
Net Income	<u><u>-50,776.10</u></u>	<u><u>-43,003.94</u></u>	<u><u>-7,772.16</u></u>

HAMILTON & DECATUR FIRE
Balance Sheet
As of July 1, 2023

	Jul 1, 23
ASSETS	
Current Assets	
Checking/Savings	
HAMILTON FIRE	85,257.88
Savings - Donation Fund 17883	1,235.51
Savings - Restitutions	699.29
Savings 14986	640.17
Total Checking/Savings	87,832.85
Other Current Assets	
Prepaid insurance	15,142.46
Accts Receivable - Other	570.00
Total Other Current Assets	15,712.46
Total Current Assets	103,545.31
Fixed Assets	
Equipment	836,675.60
Fixed assets	11,681.00
Total Fixed Assets	848,356.60
TOTAL ASSETS	951,901.91
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Deferred Revenue	104,500.00
Total Long Term Liabilities	104,500.00
Current Liabilities	
Other Current Liabilities	
First State Bank Loan	53,369.27
Accts payable	1,464.00
24000 · Payroll Liabilities	493.37
Total Other Current Liabilities	55,326.64
Total Current Liabilities	55,326.64
Total Liabilities	159,826.64
Equity	
3900 · Retained Earnings	526,532.77
3000 · Open Bal Equity	269,167.50
Net Income	-3,625.00
Total Equity	792,075.27
TOTAL LIABILITIES & EQUITY	951,901.91

HAMILTON & DECATUR FIRE
Profit & Loss
June 2 through July 1, 2023

	<u>Jun 2 - Jul 1, 23</u>
Income	
Building Lease	1,000.00
Int Inc	5.12
Total Income	<u>1,005.12</u>
Expense	
Audit	4,000.00
Salaries	3,125.00
66000 · Payroll Expenses	1,211.07
Util	1,181.97
Supplies Turnout Gear	1,125.02
Prof Fee	1,019.00
Contracted Serv	500.00
Supplies	303.60
Fuel & Oil	15.67
Total Expense	<u>12,481.33</u>
Net Income	<u><u>-11,476.21</u></u>

Check list for Trucks "X" for ok note if other wise, reports to be completed by ON OR BEFORE
3RD MONDAY OF EACH MONTH unless requested due another date.

Truck number 1420
Mileage 5391.8
Engine Hours 528.9
Pump Hours 100.44
Fuel Level Full

Number of runs since last report 9

Lights Check List: Head Lights X Tail Lights X Side Marker X Seat Belts X
Cab lights Exterior X Cab lights Interior X
Radio Check LOAD + CLEAR 1830 Emergency Lights: TOP X SIDE X FRONT X REAR X
Horn X Siren X
Tires and pressure: LEFT FRONT X RIGHT FRONT X LEFT REAR X RIGHT REAR X
Tire Wear: Normal _____ Even X Uneven _____ Side Walls _____
Pump Check List: Drains Left Side X Drains Right Side X
Run Pump: Set relief valve at 100PSI X Transfer valve check X
Water Level Lights Full
Engine Oil Level _____ Radiator Fluid Level _____
Hose Beds X Cross Lays X Speed Lays X
Hydrant fittings X
Air Packs 6 Alarm Batteries TESTED Jaws TESTED Spare Bottles: 11
Fluid Levels in generator: Gas Full Oil Full + CLEAN
Portable Lights 7
Spare Electric Cables 2 SPARE ELECTRIC REELS
Electric meter covers should be two on each engine and several on rescue 4 ON 1420
Emergency Flares 4 Portable Radios 2 Run Sheets 5 Maps _____
Condition of Truck: Clean Exterior X Clean Interior X

Complaints _____

Needs LARGE MASK, SEND Du 5 SPARE BOTTLES Need Hydro
Test, spoke to 104 he ADVICE he will SEND out next week or two

Truck Captain
Building Chief Signature Shu I Wah

Date 6-14-23

Check list for Trucks "X" for ok note if other wise, reports to be completed by ON OR BEFORE
3RD MONDAY OF EACH MONTH unless requested due another date.

Truck number 1421
Mileage 31923
Engine Hours 2593
Pump Hours _____
Fuel Level full

Number of runs since last report 1

Lights Check List: Head Lights Tail Lights Side Marker Seat Belts
Cab lights Exterior _____ Cab lights Interior
Radio Check Emergency Lights: TOP ¹ SIDE FRONT REAR
Horn Siren
Tires and pressure: LEFT FRONT RIGHT FRONT LEFT REAR RIGHT REAR
Tire Wear: Normal Even Uneven _____ Side Walls
Pump Check List: Drains Left Side Drains Right Side
Run Pump: Set relief valve at 100PSI Transfer valve check
Water Level Lights "full" out
Engine Oil Level Radiator Fluid Level
Hose Beds Cross Lays Speed Lays
Hydrant fittings
Air Packs Alarm Batteries Jaws NA Spare Bottles: 3 out for hydro
Fluid Levels in generator: Gas Oil
Portable Lights
Spare Electric Cables
Electric meter covers should be two on each engine and several on rescue
Emergency Flares Portable Radios 1 Run Sheets Maps
Condition of Truck: Clean Exterior Clean Interior

Complaints 1 rotator built out - none in locker to replace currently

Needs _____

Truck Captain
Building Chief Signature Bill

Date 6-16-23

Check list for Trucks "X" for ok note if other wise, reports to be completed by ON OR BEFORE
3RD MONDAY OF EACH MONTH unless requested due another date.

Truck number 1422
Mileage 143119
Engine Hours 12375
Pump Hours 219 9/10
Fuel Level 7/4

Number of runs since last report 2

Lights Check List: Head Lights Tail Lights Side Marker Seat Belts
Cab lights Exterior Cab lights Interior
Radio Check Emergency Lights: TOP SIDE FRONT REAR
Horn Siren
Tires and pressure: LEFT FRONT RIGHT FRONT LEFT REAR RIGHT REAR
Tire Wear: Normal Even Uneven Side Walls
Pump Check List: Drains Left Side Drains Right Side
Run Pump: Set relief valve at 100PSI Transfer valve check
Water Level Lights
Engine Oil Level Radiator Fluid Level
Hose Beds Cross Lays Speed Lays
Hydrant fittings
Air Packs Alarm Batteries Jaws Spare Bottles:
Fluid Levels in generator: Gas Oil
Portable Lights
Spare Electric Cables
Electric meter covers should be two on each engine and several on rescue
Emergency Flares Portable Radios Run Sheets Maps
Condition of Truck: Clean Exterior Clean Interior

Complaints FRONT Left emergency Light ant
Left Rear air cap missing
MISSING SPARE BOTTLE

Needs OIL CHANGE

Truck Captain
Building Chief Signature [Signature]

Date 6/15/23
Kenneth
Dunkley

Check list for Trucks "X" for ok note if other wise, reports to be completed by ON OR BEFORE
3RD MONDAY OF EACH MONTH unless requested due another date.

Truck number 1430
Mileage 11790
Engine Hours 1135
Pump Hours —
Fuel Level 7/8

Number of runs since last report 1

Lights Check List: Head Lights Tail Lights Side Marker Seat Belts
Cab lights Exterior Cab lights Interior
Radio Check Emergency Lights: TOP SIDE FRONT REAR
Horn Siren
Tires and pressure: LEFT FRONT RIGHT FRONT LEFT REAR RIGHT REAR
Tire Wear: Normal Even Uneven Side Walls
Pump Check List: Drains Left Side Drains Right Side
Run Pump: Set relief valve at 100PSI Transfer valve check
Water Level Lights
Engine Oil Level good Radiator Fluid Level
Hose Beds Cross Lays NA Speed Lays NA
Hydrant fittings
Air Packs NA Alarm Batteries NA Jaws NA Spare Bottles: NA
Fluid Levels in generator: Gas Oil
Portable Lights NA
Spare Electric Cables NA
Electric meter covers should be two on each engine and several on rescue NA
Emergency Flares Portable Radios NA Run Sheets Maps
Condition of Truck: Clean Exterior Clean Interior

Complaints Pressure gauge in cab for water tank is off

Needs Air leak inspected and water pressure relief valve in rear inspected.

Truck Captain
Building Chief Signature [Signature]

Date 6-9-23

Check list for Trucks "X" for ok note if other wise, reports to be completed by ON OR BEFORE
3RD MONDAY OF EACH MONTH unless requested due another date.

Truck number 1464
Mileage 12232
Engine Hours 1261
Pump Hours 129
Fuel Level Full

Number of runs since last report 5

Lights Check List: Head Lights Tail Lights Side Marker Seat Belts

Cab lights Exterior Cab lights Interior

Radio Check check Emergency Lights: TOP SIDE FRONT REAR

Horn Siren

Tires and pressure: LEFT FRONT 70 RIGHT FRONT 70 LEFT REAR 70 RIGHT REAR 70

Tire Wear: Normal Even Uneven Side Walls

Pump Check List: Drains Left Side Drains Right Side

Run Pump: Set relief valve at 100PSI Transfer valve check

Water Level Lights Full

Engine Oil Level Full Radiator Fluid Level Full

Hose Beds Cross Lays Speed Lays

Hydrant fittings

Air Packs Alarm Batteries Jaws Spare Bottles:

Fluid Levels in generator: Gas Oil

Portable Lights good

Spare Electric Cables

Electric meter covers should be two on each engine and several on rescue

Emergency Flares Need Portable Radios Run Sheets Maps

Condition of Truck: Clean Exterior Clean Interior

Complaints Pass sid fender light not working

missing water can

Head sets do not work

Needs Flares miss

Truck Captain

Building Chief Signature J. Hess (JESS HESS) (153)

Date 6/14/23

Check list for Trucks "X" for ok note if other wise, reports to be completed by ON OR BEFORE
3RD MONDAY OF EACH MONTH unless requested due another date.

Truck number 1465
Mileage 2530
Engine Hours 280
Pump Hours -
Fuel Level 3/4

Number of runs since last report 1

Lights Check List: Head Lights Tail Lights Side Marker Seat Belts
Cab lights Exterior Cab lights Interior
Radio Check Emergency Lights: TOP SIDE FRONT REAR
Horn Siren
Tires and pressure: LEFT FRONT RIGHT FRONT LEFT REAR RIGHT REAR
Tire Wear: Normal Even Uneven Side Walls
Pump Check List: Drains Left Side Drains Right Side
Run Pump: Set relief valve at 100PSI Transfer valve check
Water Level Lights
Engine Oil Level Radiator Fluid Level
Hose Beds Cross Lays Speed Lays
Hydrant fittings
Air Packs Alarm Batteries Jaws Spare Bottles:
Fluid Levels in generator: Gas Oil
Portable Lights
Spare Electric Cables
Electric meter covers should be two on each engine and several on rescue
Emergency Flares Portable Radios Run Sheets Maps
Condition of Truck: Clean Exterior Clean Interior

Complaints

Needs

Truck Captain
Building Chief Signature [Signature]

Date 6/15/23

Kenneth
Dunkerley

Check list for Trucks "X" for ok note if other wise, reports to be completed by ON OR BEFORE
3RD MONDAY OF EACH MONTH unless requested due another date.

Truck number 1471
Mileage 8431.6
Engine Hours 1274.2
Pump Hours N/A
Fuel Level Full

Number of runs since last report 3

Lights Check List: Head Lights Tail Lights Side Marker Seat Belts
Cab lights Exterior Cab lights Interior
Radio Check Emergency Lights: TOP SIDE FRONT REAR
Horn Siren
Tires and pressure: LEFT FRONT RIGHT FRONT LEFT REAR RIGHT REAR
Tire Wear: Normal Even Uneven Side Walls
Pump Check List: Drains Left Side N/A Drains Right Side N/A
Run Pump: Set relief valve at 100PSI N/A Transfer valve check N/A
Water Level Lights N/A
Engine Oil Level Radiator Fluid Level
Hose Beds N/A Cross Lays N/A Speed Lays N/A
Hydrant fittings N/A
Air Packs Alarm Batteries Jaws Spare Bottles:
Fluid Levels in generator: Gas N/A Oil
Portable Lights
Spare Electric Cables
Electric meter covers should be two on each engine and several on rescue 5
Emergency Flares Portable Radios N/A Run Sheets Maps
Condition of Truck: Clean Exterior Clean Interior

Complaints _____

Needs _____

Truck Captain
Building Chief Signature Austin Hall

Date 6-17-23

Check list for Trucks "X" for ok note if other wise, reports to be completed by ON OR BEFORE 3RD MONDAY OF EACH MONTH unless requested due another date.

Truck number 1472
Mileage 873.8
Engine Hours 112.5
Pump Hours _____
Fuel Level Full

Number of runs since last report 3

Lights Check List: Head Lights Tail Lights Side Marker Seat Belts _____
Cab lights Exterior Cab lights Interior
Radio Check Emergency Lights: TOP SIDE FRONT REAR
Horn Siren
Tires and pressure: LEFT FRONT _____ RIGHT FRONT _____ LEFT REAR _____ RIGHT REAR _____
Tire Wear: Normal _____ Even _____ Uneven Side Walls _____ *Front Right*
Pump Check List: Drains Left Side N/A Drains Right Side N/A
Run Pump: Set relief valve at 100PSI N/A Transfer valve check N/A
Water Level Lights
Engine Oil Level Radiator Fluid Level
Hose Beds Cross Lays N/A Speed Lays N/A
Hydrant fittings N/A
Air Packs N/A Alarm Batteries N/A Jaws N/A Spare Bottles: N/A
Fluid Levels in generator: Gas Oil
Portable Lights N/A
Spare Electric Cables N/A
Electric meter covers should be two on each engine and several on rescue N/A
Emergency Flares Portable Radios N/A Run Sheets Maps
Condition of Truck: Clean Exterior Clean Interior

Complaints Valve Stem Cap Missing

Needs _____

Truck Captain _____
Building Chief Signature *[Signature]* *Assistant Chief*
Date _____ *Kraig Haun*

Secretary Report for June 2023

6 calls for month

Village 1-False Alarm

Decatur Twp 1-Structure Fire
3-PI Accidents

Hamilton Twp 1-PI Accident

Reported as of June 19, 2023

Total for the year 55 calls

Submitted by Secretary,

Amy M. Jimenez

DECATUR-HAMILTON FIRE DEPARTMENT

BUILDING AND GROUNDS REPORT

BUILDING A			
AREA	ACCEPTABLE	NEEDS ATTENTION	COMMENTS
MEETING ROOM		XX	Repairs are ongoing from water damage and possible structural damage from the kitchen exchange unit.
MEETING FLOORS		XX	Coming up on time to strip and wax all station flooring.
OFFICE	XX		
OFFICE FLOORS	XX		
BATHROOMS	XX		
KITCHEN	XX		Service company not available looking into other options for service
ENGINE ROOM	XX		
ENGINE FLOORS		XX	Floor needs to be re-lined
SERVICE DOORS	XX		
OVERHEAD DOORS	XX		
APPROACH	XX		
WINDOWS	XX		
EQUIPMENT	XX		
STORAGE ROOMS	XX		
FLAG LIGHT	XX		
REAR BUILDING LIGHT	XX		

BUILDING B			
AREA	ACCEPTABLE	NEEDS ATTENTION	COMMENTS
MEETING ROOM	XX		
DAY USE ROOM	XX		
BEDROOMS	XX		
KITCHEN	XX		
BATHROOMS	XX		
FLOORS		XX	Could use cleaning and rewaxing
ENGINE ROOM	XX		
ENGINE FLOORS		XX	Drain grates need to be replaced.

STORAGE ROOMS	XX		
APPROACH	XX		
SERVICE DOORS	XX		
Overhead doors	XX		
Windows	XX		
equipment	XX		
Cord Reels	XX		

GROUNDS/MAINTENANCE/LANDSCAPING		
AREA	ACCEPTABLE	COMMENTS
YARD GENERAL	XX	
YARD FENCE		Post was hit by VBEMS employee causing damage to corner post.
TRIMMING	XX	
WEED CONTROL	XX	
ROCKS	XX	
DRIVEWAY		Cracks need to be sealed and repaired, trip and fall hazard, along edge of driveway on west side of property need some top soil to bring yard up to level of driveway, trip fall hazard, driveway markings need to be redone, consider re planning parking to angle parking
SIDEWALK	XX	
FLAG POLE	XX	Changes are ongoing to improve monument and flagpole
MONUMENT	XX	Changes are ongoing to improve monument and flagpole

Captain Signature	Joe Jerue Capt.	Date: 06/17/2023
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DECATUR-HAMILTON QUICK RESPONSE

Board Meeting

June 26, 2023

1. Call to Order/ Roll call
2. Public Comment
3. Additions/Deletions to Agenda
4. Approval of Agenda
5. Approval of Minutes of the Previous Meeting
6. Bills
7. Treasurer's Report
8. Team Leader Report
9. Personnel
10. Unfinished Business
11. New Business
12. Public Comment
13. Adjournment

DECATUR-HAMILTON QUICK RESPONSE BOARD

MEETING MINUTES

Tuesday May 30 2023

1. Call to order at 6:00PM and pledge. Kusmack K excused
2. Public Comment N/A
3. Additions/Deletions to the Agenda added "budget" c, under new business.
4. Motion to approve agenda as amended. MOTION Newell K SUPPORT Flowers. Motion carries
5. Minutes – MOTION Gateley SUPPORT Flowers to approve minutes as presented.
6. Bills: Approved bills from March MOTION Newell SUPPORT Flowers. Bills for May totaled \$9342.03 MOTION Gateley SUPPORT Flowers. Motion to approve bills as presented
7. Treasurers Report:
 - a. Not provided
8. Team Leader's Report
 - a. April 59% response rate. As it stood in May only 1 call had been missed will know for next meeting. Mistaken calls, 38 calls 13 responses
9. Personnel
10. Unfinished Business
 - a. Audit Done
11. New Business
 - a. Accounting proposal – Audit assistance, payroll, training. Move forward.
 - b. Credit Card Limit – Raise to \$7500 MOTION Flowers SUPPORT Gateley. Motion carries.
 - c. Budget \$111,000 23-24 MOTION Gateley SUPPORT Flowers. MOTION CARREIS TO APPROVE BUDGET
12. Public Comment Vehicle update, lighting on interior mostly done. State inspection coming
13. Adjourn MOTION Newell SUPPORT Flowers. Motion Carries to adjourn at 6:39PM.

Decatur-Hamilton Quick Response

Check Detail

June 2, 2023 - July 1, 2023

Type	Date	Num	Name	Memo	Split	Debit	Credit
Cash - Checking 34599							
Check	06/02/2023	eft	Village Of Decatur	Account Number 1106	Utilities		81.64
Check	06/02/2023	eft	Consumers		Utilities		94.34
Check	06/07/2023	eft	Comcast	Account # 8529 11 329 0019906	Utilities		384.03
Paycheck	06/12/2023	5597	Randy Haun		-SPLIT-		1,651.63
Deposit	06/14/2023			Interest	Interest Income	5.10	
Liability Check	06/15/2023	eftps	Internal Revenue Service	45-3530079	-SPLIT-		513.94
Check	06/20/2023	5598	REEDER ACCOUNTING SERVICES	INV #29800	Contracted Services		275.00
Check	06/20/2023	5599	EMP	INV# 2558180;2558181; 2558541; 2558614; 25591	-SPLIT-		2,833.61
Check	06/20/2023	5600	HS Fleet Service	INV 3555; 3556	-SPLIT-		6,277.05
Check	06/20/2023	5601	Yeo & Yeo	INV 577916	Audit		3,500.00
Check	06/20/2023	eft	AEP- Indiana Michigan Power	Acct# 041-837-336-0-1	Utilities		212.76
Check	07/01/2023	5602	Christina Benson		Salaries		150.00
Check	07/01/2023	5603	DH Fire Board		Building Rental		1,000.00
Check	07/01/2023	5604	Matt Kusmack		Salaries		150.00
Check	07/01/2023	5605	Terry Burns		Salaries		300.00
Total Cash - Checking 34599						5.10	17,424.00
TOTAL						5.10	17,424.00

Decatur-Hamilton Quick Response
Profit & Loss
June 2 through July 1, 2023

	<u>Jun 2 - Jul 1, 23</u>
Ordinary Income/Expense	
Income	
Interest Income	5.10
Total Income	<u>5.10</u>
Gross Profit	5.10
Expense	
Capital - Equipment	6,277.05
Audit	3,500.00
Equipment & Supplys	2,833.61
Payroll Expenses	2,323.63
Building Rental	1,000.00
Utilities	772.77
Salaries	600.00
Contracted Services	275.00
Total Expense	<u>17,582.06</u>
Net Ordinary Income	<u>-17,576.96</u>
Net Income	<u><u>-17,576.96</u></u>

Decatur-Hamilton Quick Response

Fiscal Year End

June 2023

	<u>07/01/2022 - 06/30/2023</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Tax Revenue - Decatur Township	121,884.27	40,000.00	81,884.27
Tax Revenue - Hamilton Township	86,412.83	32,000.00	54,412.83
Misc. Inc	3,180.00	10,000.00	-6,820.00
Interest Income	104.26	125.00	-20.74
Total Income	<u>211,581.36</u>	<u>82,125.00</u>	<u>129,456.36</u>
Gross Profit	211,581.36	82,125.00	129,456.36
Expense			
Capital - Equipment	156,808.07	194,000.00	-37,191.93
Equipment & Supplys	18,678.63	12,000.00	6,678.63
Audit	16,155.00	4,200.00	11,955.00
Building Rental	12,000.00	23,000.00	-11,000.00
Salaries	11,630.00	12,000.00	-370.00
Utilities	11,080.97	10,250.00	830.97
Payroll Expenses	7,239.74	0.00	7,239.74
Insurance	6,348.38	5,800.00	548.38
Contracted Services	4,583.95	1,800.00	2,783.95
Building Repairs	4,074.00	1,500.00	2,574.00
Vehicle & Equip. Repairs	3,561.11	2,000.00	1,561.11
Bank Service Fee	6.00	0.00	6.00
Training	0.00	2,500.00	-2,500.00
Fuel & Oil	0.00	750.00	-750.00
Total Expense	<u>252,165.85</u>	<u>269,800.00</u>	<u>-17,634.15</u>
Net Ordinary Income	<u>-40,584.49</u>	<u>-187,675.00</u>	<u>147,090.51</u>
Net Income	<u>-40,584.49</u>	<u>-187,675.00</u>	<u>147,090.51</u>

Decatur-Hamilton Quick Response
Balance Sheet
As of July 1, 2023

	Jul 1, 23
ASSETS	
Current Assets	
Checking/Savings	
Cash - Savings - Vehicle 16696	113,292.13
Cash - Checking 34599	96,410.40
Merchantile Bank	6,060.98
Cash - Savings - Member 15771	443.46
Cash - AED Board Sav.	-84.15
Total Checking/Savings	216,122.82
Other Current Assets	
Prepaid Insurance	1,458.52
Accts Receivable - Other	600.00
Total Other Current Assets	2,058.52
Total Current Assets	218,181.34
Other Assets	
Prepaid Building Rent	104,500.00
Total Other Assets	104,500.00
TOTAL ASSETS	322,681.34
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts payable - year end acc	3,344.00
Payroll Liabilities	1,521.72
Total Other Current Liabilities	4,865.72
Total Current Liabilities	4,865.72
Total Liabilities	4,865.72
Equity	
Retained Earnings	264,173.10
Opening Bal Equity	55,242.52
Net Income	-1,600.00
Total Equity	317,815.62
TOTAL LIABILITIES & EQUITY	322,681.34



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Megan Duncan, Clerk/Treasurer
REVIEWED BY: Christopher Tapper, Village Manager
DATE: July 1, 2023

SUBJECT: Financial Statement – June 2023

Action Requested:

It is requested that the Village Council review Revenue & Expense along with the Cash Balance Report for the period ending June 30, 2023.

Background:

Attached is the Revenue & Expense Report along with the Cash Balance report.

June updates:

- Processed payments, opening, and closing Utility accounts. Applying penalties, shut off notices, and creating the Utility bills.
- Attended Council meeting and prepared meeting minutes.
- Processed building permit payments and revenue deposits in cash receipting.
- Continued Natalie's trainings in BS&A Utility Billing, Cash Receipting, Miss Digs, and work orders.
- Walked Natalie through the payroll process and remittance checks.
- Introduced the Tax program to Natalie
- Showed Natalie how to pull tax bills for escrow companies
- Worked with Katie and Sam, Abonmarche, on Grant documents and questions for the DNR Spark and the DWAM/DSMI grants.
- Attended a webinar with SLWA for updated materials for residents
- Attended a webinar through BS&A for Governmental Accounting
- Worked on FOIA Requests
- Processed Miscellaneous Receivables and Account Payables for Village Hall, DPW, and PD.
- Processed payroll and remittance checks.
- Attended the treasurer-to-treasurer monthly zoom meeting.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

- Attended the Clerks Conference 2023: Training sessions
 - ✓ Annual General Membership Meeting
 - ✓ Opening Keynote speaker Sara Potecha
 - ✓ Parliamentary Procedure
 - ✓ De-Escalation
 - ✓ OMA- Open Meetings Act- Primer and best practices
 - ✓ Village Clerk to Clerk Round Table
 - ✓ Continued General Meeting and Swearing in of Board Members
- Worked on and created July's Council meeting Agenda.
- Attended Market Van Buren's awards dinner

Attachment(s):

Cash Balances

Revenue & Expense Report

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR MONTH 06/30/2023	AVAILABLE		% BGDG USED
		AMENDED BUDGET	YTD BALANCE 06/30/2023 NORMAL (ABNORMAL)		NORMAL	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
101-000-402.000	REAL ESTATE TAXES	368,000.00	0.00	0.00	368,000.00	0.00	
101-000-410.000	PERSONAL PROPERTY TAX	62,000.00	0.00	0.00	62,000.00	0.00	
101-000-411.000	DELINQUENT TAX	20,000.00	0.00	0.00	20,000.00	0.00	
101-000-411.001	DELINQUENT ADMIN FEE	100.00	0.00	0.00	100.00	0.00	
101-000-432.000	PILOT	6,800.00	0.00	0.00	6,800.00	0.00	
101-000-439.000	STATE OF MI MARIJUANA PAYMENTS	112,900.00	0.00	0.00	112,900.00	0.00	
101-000-445.000	REAL ESTATE TAX INTEREST	200.00	0.00	0.00	200.00	0.00	
101-000-447.000	ADMIN. FEE TREASURER	6,000.00	0.00	0.00	6,000.00	0.00	
101-000-477.000	CABLE TV FEES	15,000.00	4,023.29	0.00	10,976.71	26.82	
101-000-478.000	LIQUOR LICENSE	2,000.00	41.25	0.00	1,958.75	2.06	
101-000-491.000	BUILDING PERMIT FEES	15,000.00	8,341.24	2,013.24	6,658.76	55.61	
101-000-492.000	RENTAL INSPECTION FEE	3,000.00	7,000.00	4,875.00	(4,000.00)	233.33	
101-000-494.000	MARIHUANA LICENSE FEES	40,000.00	40,000.00	5,000.00	0.00	100.00	
101-000-495.000	ZONING LICENSES & PERMITS	1,000.00	85.00	0.00	915.00	8.50	
101-000-496.000	SELLING PERMITS	100.00	0.00	0.00	100.00	0.00	
101-000-497.000	FENCE PERMITS	100.00	0.00	0.00	100.00	0.00	
101-000-543.000	POLICE TRAINING-STATE	600.00	486.18	0.00	113.82	81.03	
101-000-573.001	METRO ACT	11,500.00	9,252.81	9,198.57	2,247.19	80.46	
101-000-574.000	STATE REVENUE SHARING	220,000.00	72,068.00	37,235.00	147,932.00	32.76	
101-000-606.000	PARKING FEES/FINES	800.00	(6,175.50)	(7,315.60)	6,975.50	(771.94)	
101-000-607.000	POLICE REPORTS	200.00	50.00	0.00	150.00	25.00	
101-000-647.000	CROSSING GUARDS-SCHOOL	13,000.00	11,659.15	11,659.15	1,340.85	89.69	
101-000-664.100	INTEREST CHECKING	200.00	58.19	0.00	141.81	29.10	
101-000-664.200	INTEREST EARNED	1,500.00	0.00	0.00	1,500.00	0.00	
101-000-668.000	COMM. TOWER LEASE	1,200.00	0.00	0.00	1,200.00	0.00	
101-000-669.610	ADMIN TRANSFER-MOTOR POOL	8,000.00	0.00	0.00	8,000.00	0.00	
101-000-675.000	OTHER REVENUE	9,000.00	3,778.94	250.70	5,221.06	41.99	
101-000-699.248	ADMIN TRANSFER DDA	2,500.00	0.00	0.00	2,500.00	0.00	
101-000-699.596	ADMIN TRANSFER GARBAGE COLLECTION	6,500.00	0.00	0.00	6,500.00	0.00	
Total Dept 000		927,200.00	150,668.55	62,916.06	776,531.45	16.25	
TOTAL REVENUES		927,200.00	150,668.55	62,916.06	776,531.45	16.25	
Expenditures							
Dept 101 - VILLAGE COUNCIL							
101-101-703.000	COUNCIL SALARY	9,900.00	3,272.00	818.00	6,628.00	33.05	
101-101-715.000	FICA/MEDICARE	760.00	250.31	62.53	509.69	32.94	
101-101-717.000	WORKMAN'S COMP.	50.00	28.64	28.64	21.36	57.28	
101-101-807.000	AUDIT	3,000.00	0.00	0.00	3,000.00	0.00	
101-101-822.000	CONTRACTUAL SERVICES	3,000.00	1,195.00	0.00	1,805.00	39.83	
101-101-901.000	PRINTING/PUBLISHING	1,000.00	1,350.00	0.00	(350.00)	135.00	
101-101-936.000	TECH SERVICES	1,500.00	560.25	0.00	939.75	37.35	
101-101-958.001	DUES/MEMBERSHIPS	1,600.00	1,572.00	0.00	28.00	98.25	
Total Dept 101 - VILLAGE COUNCIL		20,810.00	8,228.20	909.17	12,581.80	39.54	
Dept 137 - MUNICIPAL ATTORNEY							
101-137-828.000	ORDINANCE ENFORCEMENT ATTORNEY FEES	4,000.00	2,135.41	0.00	1,864.59	53.39	
Total Dept 137 - MUNICIPAL ATTORNEY		4,000.00	2,135.41	0.00	1,864.59	53.39	

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGDG USED
		AMENDED BUDGET	NORMAL	06/30/2023 (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE		
Fund 101 - GENERAL FUND									
Expenditures									
Dept 172 - VILLAGE MANAGER									
101-172-703.000	SALARY-MANAGER	34,000.00		11,076.33		2,461.42		22,923.67	32.58
101-172-715.000	FICA/MEDICARE	2,500.00		847.31		188.29		1,652.69	33.89
101-172-716.000	UNEMPLOYMENT COMPENSATION	20.00		72.04		0.00		(52.04)	360.20
101-172-717.000	WORKMAN'S COMPENSATION	100.00		28.63		28.63		71.37	28.63
101-172-718.000	PENSION	1,800.00		664.56		147.68		1,135.44	36.92
101-172-719.500	DISABILITY INSURANCE	1,880.00		312.00		78.00		1,568.00	16.60
101-172-720.000	LIFE INSURANCE	250.00		40.80		10.20		209.20	16.32
101-172-721.000	TUITION REIMBURSEMENT	7,500.00		5,500.00		5,500.00		2,000.00	73.33
101-172-728.000	SUPPLIES	200.00		0.00		0.00		200.00	0.00
101-172-853.000	TELEPHONE	1,500.00		247.80		63.33		1,252.20	16.52
101-172-853.020	CELL PHONE	650.00		160.93		0.00		489.07	24.76
101-172-864.000	CONFERENCES/WORKSHOPS	3,000.00		152.16		0.00		2,847.84	5.07
101-172-936.000	TECH SERVICES	2,000.00		2,104.30		0.00		(104.30)	105.22
101-172-958.001	DUES/MEMBERSHIPS	950.00		390.00		390.00		560.00	41.05
Total Dept 172 - VILLAGE MANAGER		56,350.00		21,596.86		8,867.55		34,753.14	38.33
Dept 215 - VILLAGE CLERK									
101-215-703.000	SALARY-ADMIN. CLERK	12,800.00		4,567.09		1,019.94		8,232.91	35.68
101-215-715.000	FICA/MEDICARE	1,050.00		349.34		78.02		700.66	33.27
101-215-716.000	UNEMPLOYMENT COMPENSATION	15.00		72.04		0.00		(57.04)	480.27
101-215-717.000	WORKERS COMP. FUND.	120.00		28.63		28.63		91.37	23.86
101-215-718.000	PENSION-ADMIN. CLERK	780.00		274.03		61.20		505.97	35.13
101-215-719.000	HEALTH INSURANCE	5,000.00		1,703.32		425.77		3,296.68	34.07
101-215-719.500	DISABILITY INSURANCE	600.00		207.68		51.92		392.32	34.61
101-215-720.000	LIFE INSURANCE	130.00		40.80		10.20		89.20	31.38
101-215-728.000	SUPPLIES	200.00		101.92		0.00		98.08	50.96
101-215-730.000	POSTAGE	500.00		233.25		0.00		266.75	46.65
101-215-830.000	BANK SERVICE CHGS	200.00		60.00		0.00		140.00	30.00
101-215-853.000	TELEPHONE	720.00		247.80		63.33		472.20	34.42
101-215-853.020	CELL PHONE	340.00		50.00		12.50		290.00	14.71
101-215-864.000	CONFERENCES/WORKSHOPS	3,000.00		2,319.41		(224.36)		680.59	77.31
101-215-901.000	PRINTING	80.00		0.00		0.00		80.00	0.00
101-215-936.000	TECH SERVICES	5,000.00		493.05		0.00		4,506.95	9.86
Total Dept 215 - VILLAGE CLERK		30,535.00		10,748.36		1,527.15		19,786.64	35.20
Dept 253 - VILLAGE TREASURER									
101-253-703.000	SALARY-TREASURER	4,500.00		1,522.37		339.99		2,977.63	33.83
101-253-715.000	FICA/MEDICARE	340.00		116.50		26.02		223.50	34.26
101-253-717.000	WORKMAN'S COMP.	60.00		28.63		28.63		31.37	47.72
101-253-718.000	PENSION	270.00		91.34		20.40		178.66	33.83
101-253-719.000	HEALTH INSURANCE	2,000.00		597.48		149.29		1,402.52	29.87
101-253-728.000	SUPPLIES	300.00		168.83		0.00		131.17	56.28
101-253-730.000	POSTAGE	2,500.00		932.97		0.00		1,567.03	37.32
101-253-807.000	AUDIT	6,000.00		1,260.50		0.00		4,739.50	21.01
101-253-853.020	CELL PHONE	500.00		173.89		44.17		326.11	34.78
101-253-864.000	CONFERENCES/WORKSHOPS	2,800.00		1,682.96		367.46		1,117.04	60.11
101-253-936.000	TECH SERVICES	900.00		1,075.22		0.00		(175.22)	119.47
Total Dept 253 - VILLAGE TREASURER		20,170.00		7,650.69		975.96		12,519.31	37.93

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	06/30/2023	MONTH 06/30/2023	BALANCE	
					INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND							
Expenditures							
Dept 265 - VILLAGE HALL							
101-265-776.000	SUPPLIES	1,600.00		244.64	0.00	1,355.36	15.29
101-265-822.000	CONTRACTUAL SERVICES	1,500.00		189.00	54.00	1,311.00	12.60
101-265-921.000	ELECTRIC	5,500.00		687.23	0.00	4,812.77	12.50
101-265-923.000	HEAT	2,500.00		559.66	0.00	1,940.34	22.39
101-265-931.000	REPAIRS & MAINTENANCE	1,000.00		590.00	0.00	410.00	59.00
101-265-936.000	TECH SERVICES	200.00		125.00	31.25	75.00	62.50
Total Dept 265 - VILLAGE HALL		12,300.00		2,395.53	85.25	9,904.47	19.48
Dept 266 - MUNICIPAL ATTORNEY							
101-266-826.000	ATTORNEY FEES	8,500.00		595.00	0.00	7,905.00	7.00
101-266-826.100	ATTORNEY EXPENSES	900.00		0.00	0.00	900.00	0.00
Total Dept 266 - MUNICIPAL ATTORNEY		9,400.00		595.00	0.00	8,805.00	6.33
Dept 296 - PROSECUTING ATTY							
101-296-826.000	ATTORNEY FEES	0.00		171.50	0.00	(171.50)	100.00
Total Dept 296 - PROSECUTING ATTY		0.00		171.50	0.00	(171.50)	100.00
Dept 301 - POLICE DEPARTMENT							
101-301-703.000	POLICE SALARY	300,000.00		110,030.12	24,311.32	189,969.88	36.68
101-301-703.010	OVERTIME PAY	10,000.00		8,151.42	2,158.83	1,848.58	81.51
101-301-703.050	PART TIME SALARIES	1,000.00		485.00	0.00	515.00	48.50
101-301-715.000	FICA/MEDICARE	26,000.00		9,744.40	2,194.07	16,255.60	37.48
101-301-716.000	UNEMPLOYMENT INSURANCE	50.00		216.12	0.00	(166.12)	432.24
101-301-717.000	WORKMAN'S COMP	8,500.00		5,154.12	5,154.12	3,345.88	60.64
101-301-718.000	PENSION	38,000.00		12,192.80	2,884.06	25,807.20	32.09
101-301-719.000	HEALTH INSURANCE	54,000.00		19,620.33	4,914.43	34,379.67	36.33
101-301-719.500	DISABILITY INSURANCE	3,500.00		1,206.08	301.52	2,293.92	34.46
101-301-720.000	LIFE INSURANCE	1,500.00		408.00	102.00	1,092.00	27.20
101-301-728.000	SUPPLIES	1,700.00		683.32	0.00	1,016.68	40.20
101-301-730.000	POSTAGE	500.00		233.25	0.00	266.75	46.65
101-301-768.000	UNIFORMS/BOOTS/ETC	3,000.00		318.47	0.00	2,681.53	10.62
101-301-768.100	UNIFORM CLEANING	1,000.00		218.75	0.00	781.25	21.88
101-301-853.000	TELEPHONE	1,500.00		495.57	126.66	1,004.43	33.04
101-301-853.020	CELL PHONE	1,500.00		421.86	25.00	1,078.14	28.12
101-301-865.000	MILEAGE/TRAVEL EXP	2,000.00		2,017.24	134.93	(17.24)	100.86
101-301-901.000	PRINTING	40.00		0.00	0.00	40.00	0.00
101-301-936.000	TECH SERVICES	4,500.00		2,169.04	1,571.76	2,330.96	48.20
101-301-955.000	TRAINING FUNDS-STATE	1,200.00		1,295.16	0.00	(95.16)	107.93
101-301-956.000	TRAINING FUNDS-VILLAGE	4,000.00		1,565.00	0.00	2,435.00	39.13
101-301-958.001	DUES/MEMBERSHIPS	100.00		115.00	115.00	(15.00)	115.00
101-301-959.000	LEIN SERVICE	1,000.00		262.06	0.00	737.94	26.21
101-301-965.000	EQUIPMENT PURCHASE	3,000.00		0.00	0.00	3,000.00	0.00
101-301-981.000	CAPITAL OUTLAY	8,000.00		4,321.18	0.00	3,678.82	54.01
101-301-995.610	PD EQUIP RENTAL TO MOTOR POOL	10,000.00		4,000.00	1,000.00	6,000.00	40.00
Total Dept 301 - POLICE DEPARTMENT		485,590.00		185,324.29	44,993.70	300,265.71	38.16
Dept 302 - CROSSING GUARDS							

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 06/30/2023

% Fiscal Year Completed: 33.33

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGDG USED
		AMENDED BUDGET	NORMAL	06/30/2023 (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE		
Fund 101 - GENERAL FUND									
Expenditures									
101-302-703.050	SALARIES PART-TIME	10,500.00		3,934.00		448.00		6,566.00	37.47
101-302-715.000	FICA/MEDICARE	800.00		300.96		34.28		499.04	37.62
101-302-717.000	WORKMAN'S COMP	300.00		286.34		286.34		13.66	95.45
Total Dept 302 - CROSSING GUARDS		11,600.00		4,521.30		768.62		7,078.70	38.98
Dept 371 - BUILDING INSPECTOR									
101-371-802.000	CODE ENFORCE/CONTRACTUAL	0.00		1,279.20		0.00		(1,279.20)	100.00
101-371-822.000	BUILDING INSPECTOR FEES	20,000.00		7,584.00		0.00		12,416.00	37.92
101-371-823.000	RENTAL INSPECTION FEE	4,500.00		4,750.00		0.00		(250.00)	105.56
Total Dept 371 - BUILDING INSPECTOR		24,500.00		13,613.20		0.00		10,886.80	55.56
Dept 441 - DPW									
101-441-703.000	SALARIES	41,000.00		16,080.03		2,045.80		24,919.97	39.22
101-441-703.010	OVERTIME PAY	2,500.00		1,557.61		213.30		942.39	62.30
101-441-715.000	FICA/MEDICARE	16,000.00		6,613.58		1,472.53		9,386.42	41.33
101-441-716.000	UNEMPLOYMENT INSURANCE	60.00		288.16		0.00		(228.16)	480.27
101-441-717.000	WORKMAN'S COMP	3,000.00		1,861.21		1,861.21		1,138.79	62.04
101-441-718.000	PENSION	12,000.00		5,122.33		1,140.53		6,877.67	42.69
101-441-719.000	HEALTH INSURANCE	6,000.00		4,439.33		469.74		1,560.67	73.99
101-441-776.000	SUPPLIES	4,000.00		1,392.46		0.00		2,607.54	34.81
101-441-801.000	PROFESSIONAL/CONTRACT SERVICES	2,000.00		162.22		0.00		1,837.78	8.11
101-441-853.000	TELEPHONE	1,000.00		371.69		95.00		628.31	37.17
101-441-860.000	CDL EXPENSES	1,500.00		533.02		0.00		966.98	35.53
101-441-921.000	ELECTRIC	3,000.00		354.36		0.00		2,645.64	11.81
101-441-923.000	HEAT	3,000.00		580.64		0.00		2,419.36	19.35
101-441-926.000	STREET LIGHTS	16,000.00		3,350.74		0.00		12,649.26	20.94
101-441-931.000	BUILDING REPAIRS & MAINT.	4,800.00		0.00		0.00		4,800.00	0.00
101-441-934.000	CONTRACTUAL SERVICES	2,000.00		2,886.27		131.85		(886.27)	144.31
101-441-943.000	PW EQUIPMENT RENTALGENERAL FUN	10,000.00		6,311.54		940.16		3,688.46	63.12
Total Dept 441 - DPW		127,860.00		51,905.19		8,370.12		75,954.81	40.60
Dept 721 - PLANNING COMMISSION									
101-721-826.000	VILLAGE PLANNER FEES	3,000.00		206.25		0.00		2,793.75	6.88
101-721-901.000	PRINTING/PUBLISHING	100.00		0.00		0.00		100.00	0.00
101-721-936.000	TECH SERVICES	100.00		0.00		0.00		100.00	0.00
101-721-958.000	DUES/MEMBERSHIPS/EDU	100.00		0.00		0.00		100.00	0.00
Total Dept 721 - PLANNING COMMISSION		3,300.00		206.25		0.00		3,093.75	6.25
Dept 751 - PARKS AND RECREATION									
101-751-703.000	SALARIES-LEISURE SERVICES	22,000.00		9,660.65		2,496.80		12,339.35	43.91
101-751-703.010	OVERTIME	500.00		103.13		42.53		396.87	20.63
101-751-717.000	WORKMAN'S COMP.	400.00		0.00		0.00		400.00	0.00
101-751-719.000	HEALTH INSURANCE	5,000.00		2,715.97		1,163.47		2,284.03	54.32
101-751-756.000	SUPPLIES & MAINTENANCE	10,000.00		2,625.81		0.00		7,374.19	26.26
101-751-921.000	ELECTRIC	600.00		179.73		0.00		420.27	29.96
101-751-930.000	REPAIRS	1,000.00		0.00		0.00		1,000.00	0.00
101-751-931.000	CONTRACTUAL	4,500.00		1,529.75		131.84		2,970.25	33.99
101-751-943.000	EQUIP.RENTAL TRANSFER	13,600.00		5,230.07		1,448.27		8,369.93	38.46

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-751-985.000	COMMUNITY PROJECTS	60,685.00	8,425.00	100.00	52,260.00	13.88
Total Dept 751 - PARKS AND RECREATION		<u>118,285.00</u>	<u>30,470.11</u>	<u>5,382.91</u>	<u>87,814.89</u>	<u>25.76</u>
TOTAL EXPENDITURES		<u>924,700.00</u>	<u>339,561.89</u>	<u>71,880.43</u>	<u>585,138.11</u>	<u>36.72</u>
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		927,200.00	150,668.55	62,916.06	776,531.45	16.25
TOTAL EXPENDITURES		<u>924,700.00</u>	<u>339,561.89</u>	<u>71,880.43</u>	<u>585,138.11</u>	<u>36.72</u>
NET OF REVENUES & EXPENDITURES		2,500.00	(188,893.34)	(8,964.37)	191,393.34	7,555.73

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	06/30/2023 (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 202 - MAJOR ROADS								
Revenues								
Dept 000								
202-000-546.000	STATE OF MICHIGAN	200,000.00		62,593.93	14,826.69		137,406.07	31.30
202-000-664.100	INTEREST ON INVESTMENT	160.00		88.49	0.00		71.51	55.31
Total Dept 000		200,160.00		62,682.42	14,826.69		137,477.58	31.32
TOTAL REVENUES		200,160.00		62,682.42	14,826.69		137,477.58	31.32
Expenditures								
Dept 463 - MAINTENANCE								
202-463-703.000	SALARIES-MAINTENANCE	6,000.00		3,327.30	1,349.75		2,672.70	55.46
202-463-703.010	OVERTIME PAY	180.00		0.00	0.00		180.00	0.00
202-463-717.000	WORKMAN'S COMP.	3,700.00		2,720.23	2,720.23		979.77	73.52
202-463-719.000	HEALTH INSURANCE	1,500.00		850.74	311.63		649.26	56.72
202-463-782.000	MATERIALS	4,500.00		2,484.45	250.00		2,015.55	55.21
202-463-812.000	ENGINEERING	65,000.00		61,274.60	8,818.12		3,725.40	94.27
202-463-943.000	EQUIPMENT RENTAL	8,500.00		3,810.02	1,741.44		4,689.98	44.82
202-463-981.000	CAPITAL OUTLAY	170,000.00		79,199.16	0.00		90,800.84	46.59
Total Dept 463 - MAINTENANCE		259,380.00		153,666.50	15,191.17		105,713.50	59.24
Dept 474 - TRAFFIC								
202-474-940.000	LEASE/RENTAL	7,900.00		0.00	0.00		7,900.00	0.00
Total Dept 474 - TRAFFIC		7,900.00		0.00	0.00		7,900.00	0.00
Dept 479 - ICE/SNOW								
202-479-703.000	SALARIES-SNOW & ICE REMOVAL	1,000.00		481.00	0.00		519.00	48.10
202-479-703.010	OVERTIME PAY	2,000.00		1,160.55	0.00		839.45	58.03
202-479-719.000	HEALTH INSURANCE	300.00		261.43	0.00		38.57	87.14
202-479-782.000	MATERIALS	5,000.00		0.00	0.00		5,000.00	0.00
202-479-943.000	EQUIPMENT RENTAL	2,500.00		1,042.28	0.00		1,457.72	41.69
Total Dept 479 - ICE/SNOW		10,800.00		2,945.26	0.00		7,854.74	27.27
Dept 483 - ADMINISTRATION								
202-483-703.172	MANAGER SALARY	8,500.00		2,769.19	615.37		5,730.81	32.58
202-483-703.215	CLERK SALARY	3,500.00		1,141.81	255.02		2,358.19	32.62
202-483-715.000	SOCIAL SECURITY	800.00		299.26	66.60		500.74	37.41
202-483-718.000	PENSION	500.00		234.65	52.22		265.35	46.93
202-483-719.000	HEALTH INSURANCE	1,000.00		414.19	103.58		585.81	41.42
202-483-807.000	AUDIT	4,000.00		2,683.22	0.00		1,316.78	67.08
Total Dept 483 - ADMINISTRATION		18,300.00		7,542.32	1,092.79		10,757.68	41.21
TOTAL EXPENDITURES		296,380.00		164,154.08	16,283.96		132,225.92	55.39

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 202 - MAJOR ROADS								
	TOTAL REVENUES	200,160.00	62,682.42	14,826.69	137,477.58	31.32		
	TOTAL EXPENDITURES	296,380.00	164,154.08	16,283.96	132,225.92	55.39		
	NET OF REVENUES & EXPENDITURES	(96,220.00)	(101,471.66)	(1,457.27)	5,251.66	105.46		

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 203 - LOCAL ROADS						
Revenues						
Dept 000						
203-000-546.000	STATE OF MICHIGAN	74,000.00	27,501.69	6,514.35	46,498.31	37.16
203-000-547.000	STATE OF MICHIGAN - SIB	529,000.00	0.00	0.00	529,000.00	0.00
203-000-581.000	COUNTY ROAD MILLAGE	27,000.00	0.00	0.00	27,000.00	0.00
203-000-664.100	INTEREST ON INVESTMENT	60.00	(41.59)	0.00	101.59	(69.32)
203-000-699.230	TRANSFER FROM STREETS	200,000.00	0.00	0.00	200,000.00	0.00
Total Dept 000		830,060.00	27,460.10	6,514.35	802,599.90	3.31
TOTAL REVENUES		830,060.00	27,460.10	6,514.35	802,599.90	3.31
Expenditures						
Dept 463 - MAINTENANCE						
203-463-703.000	SALARIES-MAINTENANCE	37,000.00	13,462.33	2,352.35	23,537.67	36.38
203-463-703.010	OVERTIME PAY	960.00	0.00	0.00	960.00	0.00
203-463-717.000	WORKMAN'S COMP.	3,700.00	2,720.23	2,720.23	979.77	73.52
203-463-719.000	HEALTH INSURANCE	9,500.00	5,015.33	871.36	4,484.67	52.79
203-463-782.000	MATERIALS	5,000.00	2,484.44	250.00	2,515.56	49.69
203-463-812.000	ENGINEERING	10,000.00	0.00	0.00	10,000.00	0.00
203-463-822.000	CONTRACTUAL	10,000.00	0.00	0.00	10,000.00	0.00
203-463-943.000	EQUIPMENT RENTAL	58,000.00	15,981.59	3,430.90	42,018.41	27.55
203-463-981.000	CAPITAL OUTLAY	170,000.00	353,833.50	0.00	(183,833.50)	208.14
Total Dept 463 - MAINTENANCE		304,160.00	393,497.42	9,624.84	(89,337.42)	129.37
Dept 474 - TRAFFIC						
203-474-921.000	ELECTRIC	400.00	97.51	0.00	302.49	24.38
Total Dept 474 - TRAFFIC		400.00	97.51	0.00	302.49	24.38
Dept 479 - ICE/SNOW						
203-479-703.000	SALARIES-SNOW & ICE REMOVAL	0.00	455.70	31.50	(455.70)	100.00
203-479-703.010	OVERTIME PAY	0.00	277.43	0.00	(277.43)	100.00
203-479-719.000	HEALTH INSURANCE	0.00	216.41	13.01	(216.41)	100.00
203-479-943.000	EQUIPMENT RENTAL	1,000.00	425.85	47.42	574.15	42.59
Total Dept 479 - ICE/SNOW		1,000.00	1,375.39	91.93	(375.39)	137.54
Dept 482 - ADMINISTRATION - USDA						
203-482-971.000	MDOT SIB LOAN	62,808.74	5,597.68	0.00	57,211.06	8.91
Total Dept 482 - ADMINISTRATION - USDA		62,808.74	5,597.68	0.00	57,211.06	8.91
Dept 483 - ADMINISTRATION						
203-483-703.172	MANAGER SALARY	8,000.00	2,769.15	615.37	5,230.85	34.61
203-483-703.215	CLERK SALARY	4,000.00	1,141.81	255.02	2,858.19	28.55
203-483-715.000	SOCIAL SECURITY	800.00	299.18	66.58	500.82	37.40
203-483-718.000	PENSION	500.00	234.65	52.22	265.35	46.93
203-483-719.000	HEALTH INSURANCE	900.00	414.20	103.58	485.80	46.02
203-483-807.000	AUDIT	5,000.00	2,683.22	0.00	2,316.78	53.66

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		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 203 - LOCAL ROADS								
Expenditures								
Total Dept 483 - ADMINISTRATION		19,200.00	7,542.21	1,092.77	11,657.79	39.28		
TOTAL EXPENDITURES		387,568.74	408,110.21	10,809.54	(20,541.47)	105.30		
Fund 203 - LOCAL ROADS:								
TOTAL REVENUES		830,060.00	27,460.10	6,514.35	802,599.90	3.31		
TOTAL EXPENDITURES		387,568.74	408,110.21	10,809.54	(20,541.47)	105.30		
NET OF REVENUES & EXPENDITURES		442,491.26	(380,650.11)	(4,295.19)	823,141.37	86.02		

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 204 - MUNICIPAL STREET FUND						
Revenues						
Dept 000						
204-000-403.000	STREETS-PROPERTY TAXES	130,000.00	0.00	0.00	130,000.00	0.00
204-000-410.000	PERSONAL PROPERTY TAX	25,000.00	0.00	0.00	25,000.00	0.00
204-000-411.000	DELINQUENT TAX	13,000.00	0.00	0.00	13,000.00	0.00
204-000-445.000	REAL ESTATE TAX INTEREST	100.00	0.00	0.00	100.00	0.00
204-000-664.100	INTEREST INCOME	100.00	50.43	0.00	49.57	50.43
Total Dept 000		168,200.00	50.43	0.00	168,149.57	0.03
TOTAL REVENUES		168,200.00	50.43	0.00	168,149.57	0.03
Expenditures						
Dept 728 - ECONOMIC DEVELOPMENT						
204-728-995.030	TRANSFER TO LOCAL ROADS	200,000.00	0.00	0.00	200,000.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		200,000.00	0.00	0.00	200,000.00	0.00
TOTAL EXPENDITURES		200,000.00	0.00	0.00	200,000.00	0.00
Fund 204 - MUNICIPAL STREET FUND:						
TOTAL REVENUES		168,200.00	50.43	0.00	168,149.57	0.03
TOTAL EXPENDITURES		200,000.00	0.00	0.00	200,000.00	0.00
NET OF REVENUES & EXPENDITURES		(31,800.00)	50.43	0.00	(31,850.43)	0.16

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 206 - FIRE INSURANCE PROCEEDS						
Revenues						
Dept 000						
206-000-664.100	INTEREST INCOME	0.00	0.10	0.00	(0.10)	100.00
Total Dept 000		0.00	0.10	0.00	(0.10)	100.00
TOTAL REVENUES		0.00	0.10	0.00	(0.10)	100.00
Fund 206 - FIRE INSURANCE PROCEEDS:						
TOTAL REVENUES		0.00	0.10	0.00	(0.10)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.10	0.00	(0.10)	100.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 213 - SALVAGE VEHICLE INSPECTIONS						
Revenues						
Dept 000						
213-000-610.000	VEHICLE INSPECTION FEE	15,000.00	4,200.00	900.00	10,800.00	28.00
213-000-664.100	INTEREST INCOME	10.00	4.06	0.00	5.94	40.60
Total Dept 000		15,010.00	4,204.06	900.00	10,805.94	28.01
TOTAL REVENUES		15,010.00	4,204.06	900.00	10,805.94	28.01
Expenditures						
Dept 301 - POLICE DEPARTMENT						
213-301-703.011	VEHICLE INSPECTION	15,000.00	5,196.34	1,210.60	9,803.66	34.64
213-301-715.000	FICA/MEDICARE	10.00	0.00	0.00	10.00	0.00
213-301-719.000	HEALTH INSURANCE	0.00	336.43	74.76	(336.43)	100.00
Total Dept 301 - POLICE DEPARTMENT		15,010.00	5,532.77	1,285.36	9,477.23	36.86
TOTAL EXPENDITURES		15,010.00	5,532.77	1,285.36	9,477.23	36.86
Fund 213 - SALVAGE VEHICLE INSPECTIONS:						
TOTAL REVENUES		15,010.00	4,204.06	900.00	10,805.94	28.01
TOTAL EXPENDITURES		15,010.00	5,532.77	1,285.36	9,477.23	36.86
NET OF REVENUES & EXPENDITURES		0.00	(1,328.71)	(385.36)	1,328.71	100.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 244 - BUSINESS LOANS						
Revenues						
Dept 000						
244-000-609.000	APPLICATION FEES	0.00	25.00	25.00	(25.00)	100.00
244-000-664.100	INTEREST INCOME	40.00	17.33	0.00	22.67	43.33
244-000-685.000	PRINCIPAL ON MORFORD	5,000.00	630.00	0.00	4,370.00	12.60
Total Dept 000		5,040.00	672.33	25.00	4,367.67	13.34
TOTAL REVENUES		5,040.00	672.33	25.00	4,367.67	13.34
Expenditures						
Dept 728 - ECONOMIC DEVELOPMENT						
244-728-807.000	AUDIT	400.00	0.00	0.00	400.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		400.00	0.00	0.00	400.00	0.00
TOTAL EXPENDITURES		400.00	0.00	0.00	400.00	0.00
Fund 244 - BUSINESS LOANS:						
TOTAL REVENUES		5,040.00	672.33	25.00	4,367.67	13.34
TOTAL EXPENDITURES		400.00	0.00	0.00	400.00	0.00
NET OF REVENUES & EXPENDITURES		4,640.00	672.33	25.00	3,967.67	14.49

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 245 - HOME REHAB LOANS						
Revenues						
Dept 000						
245-000-664.100	INTEREST INCOME	50.00	24.08	0.00	25.92	48.16
245-000-685.000	PRINCIPAL ON MORFORD	1,500.00	50.00	50.00	1,450.00	3.33
245-000-686.000	PRINCIPAL ON KNISS	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 000		3,050.00	74.08	50.00	2,975.92	2.43
TOTAL REVENUES		3,050.00	74.08	50.00	2,975.92	2.43
Expenditures						
Dept 728 - ECONOMIC DEVELOPMENT						
245-728-807.000	AUDIT	400.00	0.00	0.00	400.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		400.00	0.00	0.00	400.00	0.00
TOTAL EXPENDITURES		400.00	0.00	0.00	400.00	0.00
Fund 245 - HOME REHAB LOANS:						
TOTAL REVENUES		3,050.00	74.08	50.00	2,975.92	2.43
TOTAL EXPENDITURES		400.00	0.00	0.00	400.00	0.00
NET OF REVENUES & EXPENDITURES		2,650.00	74.08	50.00	2,575.92	2.80

REVENUE AND EXPENDITURE REPORT

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 248 - DDA						
Revenues						
Dept 000						
248-000-404.000	PROPERTY TAXES	11,000.00	0.00	0.00	11,000.00	0.00
248-000-410.000	PERSONAL PROPERTY TAX	3,500.00	0.00	0.00	3,500.00	0.00
248-000-411.000	DELINQUENT TAX	90.00	0.00	0.00	90.00	0.00
248-000-445.000	REAL ESTATE TAX INTEREST	16.00	0.00	0.00	16.00	0.00
248-000-664.100	INTEREST INCOME	0.00	2.75	0.00	(2.75)	100.00
248-000-675.000	OTHER REVENUE	8,000.00	9,700.00	8,200.00	(1,700.00)	121.25
248-000-676.000	VENDOR REVENUE	0.00	750.00	185.00	(750.00)	100.00
Total Dept 000		22,606.00	10,452.75	8,385.00	12,153.25	46.24
TOTAL REVENUES		22,606.00	10,452.75	8,385.00	12,153.25	46.24
Expenditures						
Dept 728 - ECONOMIC DEVELOPMENT						
248-728-756.000	DDA-SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
248-728-801.000	CONSULTING FEES	2,000.00	1,327.75	0.00	672.25	66.39
248-728-901.000	PRINTING/PUBLISHING	900.00	150.00	0.00	750.00	16.67
248-728-958.000	MISCELLANEOUS	200.00	162.22	0.00	37.78	81.11
248-728-981.000	CAPITAL OUTLAY	9,250.00	0.00	0.00	9,250.00	0.00
248-728-985.000	COMMUNITY SERVICE PROJECTS	20,000.00	16,390.00	37.78	3,610.00	81.95
248-728-986.000	DOWNTOWN FLOWERS	4,300.00	898.00	0.00	3,402.00	20.88
248-728-995.010	GEN FUND ADMIN TRANSFER	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		40,150.00	18,927.97	37.78	21,222.03	47.14
TOTAL EXPENDITURES		40,150.00	18,927.97	37.78	21,222.03	47.14
Fund 248 - DDA:						
TOTAL REVENUES		22,606.00	10,452.75	8,385.00	12,153.25	46.24
TOTAL EXPENDITURES		40,150.00	18,927.97	37.78	21,222.03	47.14
NET OF REVENUES & EXPENDITURES		(17,544.00)	(8,475.22)	8,347.22	(9,068.78)	48.31

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 265 - DRUG FORFEITURE						
Revenues						
Dept 000						
265-000-664.100	INTEREST INCOME	0.00	0.29	0.00	(0.29)	100.00
Total Dept 000		0.00	0.29	0.00	(0.29)	100.00
TOTAL REVENUES		0.00	0.29	0.00	(0.29)	100.00
Fund 265 - DRUG FORFEITURE:						
TOTAL REVENUES		0.00	0.29	0.00	(0.29)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.29	0.00	(0.29)	100.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 282 - APRA FUND						
Revenues						
Dept 000						
282-000-664.100	INTEREST INCOME	60.00	39.20	0.00	20.80	65.33
Total Dept 000		60.00	39.20	0.00	20.80	65.33
TOTAL REVENUES		60.00	39.20	0.00	20.80	65.33
Fund 282 - APRA FUND:						
TOTAL REVENUES		60.00	39.20	0.00	20.80	65.33
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		60.00	39.20	0.00	20.80	65.33

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - SEWER FUND						
Revenues						
Dept 000						
590-000-626.000	TAP IN FEES	1,000.00	0.00	0.00	1,000.00	0.00
590-000-628.000	SEWER SERVICE CHARGES	306,000.00	121,083.06	51,150.55	184,916.94	39.57
590-000-629.000	PENALTIES	3,000.00	2,511.72	732.29	488.28	83.72
590-000-664.000	INTEREST ON CD'S	1,500.00	0.00	0.00	1,500.00	0.00
590-000-664.100	INTEREST ON CHECKING	0.00	(85.34)	0.00	85.34	100.00
590-000-664.120	INTEREST ON CHECKING-RECEIVING	200.00	102.50	0.00	97.50	51.25
Total Dept 000		311,700.00	123,611.94	51,882.84	188,088.06	39.66
TOTAL REVENUES		311,700.00	123,611.94	51,882.84	188,088.06	39.66
Expenditures						
Dept 482 - ADMINISTRATION - USDA						
590-482-960.000	USDA - BONDS \$13,130.00	13,130.00	0.00	0.00	13,130.00	0.00
590-482-961.000	USDA - RRI RESERVE - \$11,667.00	11,667.00	0.00	0.00	11,667.00	0.00
590-482-962.000	USDA - ENGINEERING	60,000.00	20,351.25	0.00	39,648.75	33.92
Total Dept 482 - ADMINISTRATION - USDA		84,797.00	20,351.25	0.00	64,445.75	24.00
Dept 483 - ADMINISTRATION						
590-483-703.172	MANAGER SALARY	15,000.00	4,845.97	1,076.87	10,154.03	32.31
590-483-703.215	CLERK SALARY	8,400.00	3,044.80	680.02	5,355.20	36.25
590-483-715.000	FICA/MEDICARE	1,600.00	603.64	134.40	996.36	37.73
590-483-718.000	PENSION	1,300.00	473.48	105.42	826.52	36.42
590-483-719.000	HEALTH INSURANCE	2,500.00	1,110.13	277.56	1,389.87	44.41
590-483-807.000	AUDIT	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 483 - ADMINISTRATION		30,300.00	10,078.02	2,274.27	20,221.98	33.26
Dept 548 - SEWER LINE MAINTENANCE						
590-548-768.000	UNIFORMS/BOOTS/ETC	1,000.00	75.00	0.00	925.00	7.50
590-548-820.000	MISS DIG	800.00	0.00	0.00	800.00	0.00
590-548-822.000	CONTRACTUAL SERVICES	1,200.00	0.00	0.00	1,200.00	0.00
590-548-853.020	CELL PHONE	500.00	201.37	0.00	298.63	40.27
590-548-864.000	CONFERENCES/WORKSHOPS	1,000.00	0.00	0.00	1,000.00	0.00
590-548-874.000	LAB TESTING	1,700.00	925.00	0.00	775.00	54.41
590-548-934.000	MAINTENANCE	8,000.00	1,593.40	0.00	6,406.60	19.92
590-548-936.000	TECH SERVICES	200.00	162.22	0.00	37.78	81.11
590-548-963.000	LIABILITY INSURANCE	4,700.00	4,615.05	0.00	84.95	98.19
Total Dept 548 - SEWER LINE MAINTENANCE		19,100.00	7,572.04	0.00	11,527.96	39.64
Dept 549 - MAINTENANCE-LIFT STATIONS						
590-549-703.000	SALARIES-MAINTENANCE	40,000.00	16,324.15	3,604.83	23,675.85	40.81
590-549-703.010	OVERTIME PAY	3,000.00	1,833.75	425.25	1,166.25	61.13
590-549-717.000	WORKMAN'S COMP	300.00	286.34	286.34	13.66	95.45
590-549-719.000	HEALTH INSURANCE	5,000.00	3,736.19	931.53	1,263.81	74.72
590-549-719.500	DISABILITY INSURANCE	400.00	317.47	76.59	82.53	79.37
590-549-720.000	LIFE INSURANCE	500.00	63.75	15.30	436.25	12.75
590-549-807.000	AUDIT	1,200.00	0.00	0.00	1,200.00	0.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - SEWER FUND						
Expenditures						
590-549-822.000	CONTRACTUAL SERVICES	700.00	0.00	0.00	700.00	0.00
590-549-853.000	TELEPHONE	600.00	247.80	63.33	352.20	41.30
590-549-853.020	CELL PHONE	400.00	150.08	37.52	249.92	37.52
590-549-921.000	ELECTRIC	3,000.00	574.60	0.00	2,425.40	19.15
590-549-931.000	MAINTENANCE SERVICE	2,600.00	1,880.96	0.00	719.04	72.34
590-549-931.010	COUNTY DRAIN MAINTENANCE	570.00	0.00	0.00	570.00	0.00
590-549-943.000	EQUIPMENT RENTAL	13,000.00	5,520.67	1,255.72	7,479.33	42.47
590-549-963.000	LIABILITY INSURANCE	4,800.00	4,615.05	0.00	184.95	96.15
Total Dept 549 - MAINTENANCE-LIFT STATIONS		76,070.00	35,550.81	6,696.41	40,519.19	46.73
Dept 550 - COLLECTION						
590-550-703.000	SALARIES	35,000.00	9,462.57	2,744.89	25,537.43	27.04
590-550-703.010	OVERTIME PAY	0.00	68.02	0.00	(68.02)	100.00
590-550-715.000	FICA/MEDICARE	3,000.00	723.34	208.08	2,276.66	24.11
590-550-716.000	UNEMPLOYMENT COMPENSATION	10.00	36.02	0.00	(26.02)	360.20
590-550-717.000	WORKMAN'S COMP.	400.00	286.34	286.34	113.66	71.59
590-550-718.000	PENSION	1,000.00	485.74	163.20	514.26	48.57
590-550-719.000	HEALTH INSURANCE	10,000.00	0.00	0.00	10,000.00	0.00
590-550-719.500	DISABILITY INSURANCE	400.00	317.47	76.59	82.53	79.37
590-550-720.000	LIFE INSURANCE	500.00	63.75	15.30	436.25	12.75
590-550-728.000	OFFICE SUPPLIES	600.00	106.90	0.00	493.10	17.82
590-550-730.000	POSTAGE	1,700.00	466.49	0.00	1,233.51	27.44
590-550-807.000	AUDIT	2,000.00	0.00	0.00	2,000.00	0.00
590-550-808.000	PAYMENT PROCESSING FEES	2,000.00	150.83	0.00	1,849.17	7.54
590-550-853.000	TELEPHONE	800.00	247.80	63.33	552.20	30.98
590-550-901.000	PRINTING	200.00	0.00	0.00	200.00	0.00
590-550-934.000	SERVICE CONTRACTS	4,000.00	3,048.99	0.00	951.01	76.22
590-550-936.000	TECH SERVICES	6,000.00	4,224.99	31.25	1,775.01	70.42
590-550-964.000	NSF CHECK CHARGES	0.00	5.00	0.00	(5.00)	100.00
590-550-968.000	DEPRECIATION	58,000.00	0.00	0.00	58,000.00	0.00
Total Dept 550 - COLLECTION		125,610.00	19,694.25	3,588.98	105,915.75	15.68
TOTAL EXPENDITURES		335,877.00	93,246.37	12,559.66	242,630.63	27.76
Fund 590 - SEWER FUND:						
TOTAL REVENUES		311,700.00	123,611.94	51,882.84	188,088.06	39.66
TOTAL EXPENDITURES		335,877.00	93,246.37	12,559.66	242,630.63	27.76
NET OF REVENUES & EXPENDITURES		(24,177.00)	30,365.57	39,323.18	(54,542.57)	125.60

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	06/30/2023 (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 591 - WATER FUND								
Revenues								
Dept 000								
591-000-608.000	NSF CHECK FEE	50.00		90.00	(30.00)		(40.00)	180.00
591-000-629.000	PENALTIES	3,500.00		3,190.21	940.47		309.79	91.15
591-000-642.000	WATER TURN ONS	2,600.00		975.00	(300.00)		1,625.00	37.50
591-000-643.000	METERED SALES	414,575.00		163,361.41	70,345.32		251,213.59	39.40
591-000-645.000	WATER TAP FEES	1,000.00		0.00	0.00		1,000.00	0.00
591-000-664.000	INTEREST ON CD'S-RECEIVING	100.00		0.00	0.00		100.00	0.00
591-000-664.100	INTEREST-WATER OPERATING	100.00		(84.43)	0.00		184.43	(84.43)
591-000-664.120	INTEREST ON CHECKING-RECEIVING	100.00		125.15	0.00		(25.15)	125.15
Total Dept 000		422,025.00		167,657.34	70,955.79		254,367.66	39.73
TOTAL REVENUES		422,025.00		167,657.34	70,955.79		254,367.66	39.73
Expenditures								
Dept 482 - ADMINISTRATION - USDA								
591-482-960.000	USDA - BONDS \$8,240.00	8,240.00		0.00	0.00		8,240.00	0.00
591-482-961.000	USDA - RRI RESERVE \$16,000.00	16,000.00		0.00	0.00		16,000.00	0.00
591-482-962.000	USDA - ENGINEERING	30,000.00		8,613.75	0.00		21,386.25	28.71
Total Dept 482 - ADMINISTRATION - USDA		54,240.00		8,613.75	0.00		45,626.25	15.88
Dept 483 - ADMINISTRATION								
591-483-703.172	MANAGER SALARY	15,000.00		4,846.11	1,076.91		10,153.89	32.31
591-483-703.215	CLERK SALARY	8,400.00		3,044.71	679.98		5,355.29	36.25
591-483-715.000	FICA/MEDICARE	1,500.00		603.64	134.40		896.36	40.24
591-483-718.000	PENSION	1,500.00		473.47	105.42		1,026.53	31.56
591-483-719.000	HEALTH INSURANCE	3,000.00		1,110.12	277.57		1,889.88	37.00
Total Dept 483 - ADMINISTRATION		29,400.00		10,078.05	2,274.28		19,321.95	34.28
Dept 550 - COLLECTION								
591-550-703.000	SALARIES-CLERICAL	35,600.00		9,463.01	2,745.11		26,136.99	26.58
591-550-703.010	OVERTIME PAY	0.00		67.98	0.00		(67.98)	100.00
591-550-715.000	FICA/MEDICARE	1,600.00		723.40	208.08		876.60	45.21
591-550-716.000	UNEMPLOYMENT COMPENSATION	10.00		36.03	0.00		(26.03)	360.30
591-550-717.000	WORKMAN'S COMP	100.00		28.64	28.64		71.36	28.64
591-550-718.000	PENSION	2,000.00		485.75	163.20		1,514.25	24.29
591-550-719.000	HEALTH INSURANCE	5,900.00		0.00	0.00		5,900.00	0.00
591-550-719.500	DISABILITY INSURANCE	500.00		317.49	76.60		182.51	63.50
591-550-720.000	LIFE INSURANCE	500.00		63.75	15.30		436.25	12.75
591-550-728.000	OFFICE SUPPLIES	600.00		106.90	0.00		493.10	17.82
591-550-730.000	POSTAGE	1,500.00		466.49	0.00		1,033.51	31.10
591-550-807.000	AUDIT	800.00		0.00	0.00		800.00	0.00
591-550-808.000	PAYMENT PROCESSING FEES	2,000.00		150.83	0.00		1,849.17	7.54
591-550-853.000	TELEPHONE	1,000.00		247.80	63.33		752.20	24.78
591-550-901.000	PRINTING	700.00		140.00	0.00		560.00	20.00
591-550-931.000	MAINT-SERVICES	1,500.00		2,961.85	0.00		(1,461.85)	197.46
591-550-934.000	SERVICE CONTRACTS	1,800.00		528.01	0.00		1,271.99	29.33
591-550-936.000	TECH SERVICES	5,000.00		3,664.73	31.25		1,335.27	73.29
591-550-964.000	NSF CHECK CHARGES	0.00		5.00	0.00		(5.00)	100.00
591-550-968.000	DEPRECIATION	54,000.00		0.00	0.00		54,000.00	0.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 591 - WATER FUND						
Expenditures						
Total Dept 550 - COLLECTION		115,110.00	19,457.66	3,331.51	95,652.34	16.90
Dept 551 - UTILITY						
591-551-921.000	POWER PUMPING-ELECTRIC	10,000.00	1,648.67	0.00	8,351.33	16.49
Total Dept 551 - UTILITY		10,000.00	1,648.67	0.00	8,351.33	16.49
Dept 552 - DISTRIBUTION						
591-552-703.000	SALARIES-DISTRIBUTION	50,000.00	17,771.86	5,654.97	32,228.14	35.54
591-552-703.010	OVERTIME PAY	6,000.00	3,956.26	1,031.63	2,043.74	65.94
591-552-717.000	WORKMAN'S COMP	1,300.00	859.02	859.02	440.98	66.08
591-552-719.000	HEALTH INSURANCE	7,000.00	3,431.60	1,406.01	3,568.40	49.02
591-552-719.500	DISABILITY INSURANCE	1,000.00	295.33	76.61	704.67	29.53
591-552-720.000	LIFE INSURANCE	500.00	85.94	15.30	414.06	17.19
591-552-768.000	UNIFORMS/BOOTS/ETC	100.00	75.00	0.00	25.00	75.00
591-552-776.000	SUPPLIES & MAINTENANCE	10,000.00	1,486.44	17.70	8,513.56	14.86
591-552-807.000	AUDIT	1,000.00	0.00	0.00	1,000.00	0.00
591-552-812.000	ENGINEERING	0.00	2,250.00	2,250.00	(2,250.00)	100.00
591-552-822.000	CONTRACTUAL SERVICES	6,000.00	3,548.50	0.00	2,451.50	59.14
591-552-853.020	CELL PHONE	1,700.00	699.04	125.81	1,000.96	41.12
591-552-864.000	CONF/WORKSHOPS	500.00	25.00	0.00	475.00	5.00
591-552-874.000	WATER TESTING	5,000.00	300.00	0.00	4,700.00	6.00
591-552-936.000	TECH SERVICES	1,500.00	722.47	0.00	777.53	48.16
591-552-943.000	EQUIPMENT RENTAL-WATER FUND	15,000.00	4,982.18	1,502.06	10,017.82	33.21
591-552-958.001	DUES/MEMBERSHIPS	1,000.00	0.00	0.00	1,000.00	0.00
591-552-963.000	LIABILITY INSURANCE	5,000.00	4,615.05	0.00	384.95	92.30
Total Dept 552 - DISTRIBUTION		112,600.00	45,103.69	12,939.11	67,496.31	40.06
Dept 553 - WELLS/TOWER						
591-553-963.000	LIABILITY INSURNACE	4,700.00	4,615.05	0.00	84.95	98.19
591-553-968.000	DEPRECIATION	54,000.00	0.00	0.00	54,000.00	0.00
Total Dept 553 - WELLS/TOWER		58,700.00	4,615.05	0.00	54,084.95	7.86
TOTAL EXPENDITURES		380,050.00	89,516.87	18,544.90	290,533.13	23.55
Fund 591 - WATER FUND:						
TOTAL REVENUES		422,025.00	167,657.34	70,955.79	254,367.66	39.73
TOTAL EXPENDITURES		380,050.00	89,516.87	18,544.90	290,533.13	23.55
NET OF REVENUES & EXPENDITURES		41,975.00	78,140.47	52,410.89	(36,165.47)	186.16

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 06/30/2023

% Fiscal Year Completed: 33.33

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 596 - GARBAGE COLLECTION						
Revenues						
Dept 000						
596-000-628.000	TRASH SERVICE CHARGES	130,000.00	52,827.00	21,144.86	77,173.00	40.64
596-000-629.000	PENALTIES	500.00	782.19	325.44	(282.19)	156.44
596-000-664.100	INTEREST INCOME	0.00	(56.52)	0.00	56.52	100.00
596-000-664.120	INTEREST ON CHECKING-RECEIVING	60.00	32.54	0.00	27.46	54.23
Total Dept 000		130,560.00	53,585.21	21,470.30	76,974.79	41.04
TOTAL REVENUES		130,560.00	53,585.21	21,470.30	76,974.79	41.04
Expenditures						
Dept 528 - RUBBISH COLLECTION/DISPOSAL						
596-528-819.000	WASTE AND RUBBISH DISPOSAL	118,000.00	31,715.18	0.00	86,284.82	26.88
596-528-995.596	ADMIN TRANSFER TO GF	6,500.00	0.00	0.00	6,500.00	0.00
Total Dept 528 - RUBBISH COLLECTION/DISPOSAL		124,500.00	31,715.18	0.00	92,784.82	25.47
TOTAL EXPENDITURES		124,500.00	31,715.18	0.00	92,784.82	25.47
Fund 596 - GARBAGE COLLECTION:						
TOTAL REVENUES		130,560.00	53,585.21	21,470.30	76,974.79	41.04
TOTAL EXPENDITURES		124,500.00	31,715.18	0.00	92,784.82	25.47
NET OF REVENUES & EXPENDITURES		6,060.00	21,870.03	21,470.30	(15,810.03)	360.89

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)		
Fund 661 - MOTOR POOL							
Revenues							
Dept 000							
661-000-664.100	INTEREST INCOME	100.00	45.17	0.00		54.83	45.17
661-000-668.100	RENTAL EQUIPMENT-POLICE	10,000.00	0.00	0.00		10,000.00	0.00
661-000-668.200	RENTAL EQUIPMENT PARKS	14,000.00	5,230.07	1,448.27		8,769.93	37.36
661-000-668.300	RENTAL EQUIPMENT-LOCAL	60,000.00	15,981.59	3,430.90		44,018.41	26.64
661-000-668.310	EQUIP RENTAL L/R ICE/SNOW	1,000.00	425.85	47.42		574.15	42.59
661-000-668.400	RENTAL EQUIPMENT-MAJOR	10,000.00	3,810.02	1,741.44		6,189.98	38.10
661-000-668.410	EQUIP RENTAL M/R ICE/SNOW	6,000.00	1,042.28	0.00		4,957.72	17.37
661-000-668.500	RENTAL EQUIPMENT-WATER	16,000.00	4,982.18	1,502.06		11,017.82	31.14
661-000-668.600	RENTAL EQUIPMENT-SEWER LINE	1,000.00	0.00	0.00		1,000.00	0.00
661-000-668.605	LS MAINT. EQUIP RENTAL	13,000.00	5,520.67	1,255.72		7,479.33	42.47
661-000-668.700	RENTAL EQUIPMENT-PUBLIC WORKS	12,000.00	6,311.54	940.16		5,688.46	52.60
661-000-673.000	SALE OF FIXED ASSETS	5,000.00	0.00	0.00		5,000.00	0.00
661-000-675.000	MISCELLANEOUS	5,000.00	0.00	0.00		5,000.00	0.00
Total Dept 000		153,100.00	43,349.37	10,365.97		109,750.63	28.31
TOTAL REVENUES		153,100.00	43,349.37	10,365.97		109,750.63	28.31
Expenditures							
Dept 301 - POLICE DEPARTMENT							
661-301-870.000	GAS	10,000.00	2,963.82	0.00		7,036.18	29.64
661-301-872.000	TIRES	2,000.00	786.48	0.00		1,213.52	39.32
661-301-930.000	REPAIRS	3,000.00	594.70	50.00		2,405.30	19.82
661-301-963.000	MULTI-PERIL INSURANCE	8,000.00	6,153.40	0.00		1,846.60	76.92
661-301-981.000	CAPITAL OUTLAY	54,000.00	59,828.00	15,659.00		(5,828.00)	110.79
Total Dept 301 - POLICE DEPARTMENT		77,000.00	70,326.40	15,709.00		6,673.60	91.33
Dept 441 - DPW							
661-441-807.000	AUDIT	1,000.00	162.22	0.00		837.78	16.22
661-441-870.000	GAS	25,000.00	6,939.71	0.00		18,060.29	27.76
661-441-872.000	TIRES	2,500.00	0.00	0.00		2,500.00	0.00
661-441-930.000	REPAIRS & MAINTENANCE	0.00	8,731.12	0.00		(8,731.12)	100.00
661-441-963.000	MULTI-PERIL INSURANCE	8,000.00	6,153.40	0.00		1,846.60	76.92
661-441-968.000	DEPRECIATION	67,000.00	0.00	0.00		67,000.00	0.00
661-441-970.000	EQUIPMENT PURCHASED	10,000.00	0.00	0.00		10,000.00	0.00
661-441-981.000	CAPITAL OUTLAY	0.00	63,087.99	63,087.99		(63,087.99)	100.00
Total Dept 441 - DPW		113,500.00	85,074.44	63,087.99		28,425.56	74.96
Dept 483 - ADMINISTRATION							
661-483-703.172	MANAGER SALARY	4,000.00	1,384.45	307.66		2,615.55	34.61
661-483-703.215	CLERK SALARY	2,100.00	761.26	170.03		1,338.74	36.25
661-483-715.000	FICA/MEDICARE	400.00	164.14	36.54		235.86	41.04
661-483-718.000	PENSION	300.00	128.74	28.66		171.26	42.91
661-483-719.000	HEALTH INSURANCE	700.00	277.56	69.40		422.44	39.65
661-483-995.010	GEN FUND ADMIN TRANSFER	8,000.00	0.00	0.00		8,000.00	0.00
Total Dept 483 - ADMINISTRATION		15,500.00	2,716.15	612.29		12,783.85	17.52

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 06/30/2023

% Fiscal Year Completed: 33.33

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	06/30/2023 NORMAL (ABNORMAL)	MONTH 06/30/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 661 - MOTOR POOL						
Expenditures						
TOTAL EXPENDITURES		206,000.00	158,116.99	79,409.28	47,883.01	76.76
<hr/>						
Fund 661 - MOTOR POOL:						
TOTAL REVENUES		153,100.00	43,349.37	10,365.97	109,750.63	28.31
TOTAL EXPENDITURES		206,000.00	158,116.99	79,409.28	47,883.01	76.76
NET OF REVENUES & EXPENDITURES		(52,900.00)	(114,767.62)	(69,043.31)	61,867.62	216.95
<hr/>						
TOTAL REVENUES - ALL FUNDS		3,188,771.00	644,508.17	248,292.00	2,544,262.83	20.21
TOTAL EXPENDITURES - ALL FUNDS		2,911,035.74	1,308,882.33	210,810.91	1,602,153.41	44.96
NET OF REVENUES & EXPENDITURES		277,735.26	(664,374.16)	37,481.09	942,109.42	239.21



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM – MONTHLY REPORT

TO: Village Council
FROM: Natalie Davis, Deputy Clerk/Treasurer
REVIEWED BY: Megan Duncan, Clerk/Treasurer
DATE: July 1, 2023

SUBJECT: June 2023 Monthly Report from Natalie

June 2023 – Jobs completed

- Took payment for utility Bills
- Calculated bills
- Invoice cloud trainings
- Took rental registration payments
- Sat in on Home Serve meetings
- Sat in on DWAM grant meeting
- Pulled reports for DWAM grant
- Learned how to do payroll
- Ran report for Shut offs
- Finished CCR and sent it to EGLE
- Attended the Market Van Buren Awards
- Took R.W.P reservations



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM – MONTHLY REPORT

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A
DATE: July 10, 2023

SUBJECT: Monthly Report June 2023

Updates – June 2023:

UPDATE REGARDING PC – DDA – PARKS & RECREATION COMMITTEES

Planning Commission meeting minutes and agenda updates – [here](#)

Downtown Development Authority meeting minutes and agenda updates – [here](#)

Parks & Recreation meeting minutes and agenda updates - [here](#)

UPDATE REGARDING PRAIRE RONDE

Staff is continuing to review the concerns from residents at the June 5, 2023, Village Council meeting. Staff has asked Council members to tour the neighborhood to review the concerns of the engineer designs. Staff received a quotation for services to fill in roadside ditched addressed by the residents. **The cost of this quotation is \$13,676.00.** If the Village Council elects to review and approve this expenditure, it would cause for a budget amendment to Major Street Fund. It should be noted the **Village has already spent approximate \$376,000.00** toward the project.

It should be noted, the engineering firm associated with the project (Wightman & Associates) stands by and assure Village staff, the design of the road project meets all design standards required by Michigan Department of Transportation, Van Buren County Road Commission along with Van Buren County Drain Commission.

UPDATE REGARDING CHICKENS

The Village Council in 2018 began researching the topic of possession and behavior of animals within the Village limits. Many Council members will recall the residents concerns with dogs and cats. The Council also received feedback from an Ad-Hoc Committee assigned to reviewing what was Ordinance 206. During this time of review, committee members and residents did not find or conclude farm animals and fowl needed to be addressed. Fast forward to August 3, 2020. Prior Administration prepared revisions to the Animal Ordinance for Council discussion and

review. Ordinance 2020-005 was adopted by Council addressing the topics of animals. Currently staff believes the ordinance addresses the topic of Chickens.

b. Animal Ordinance Update

Minutes:

Pachner moved, Mead seconded to approve Ordinance #2020-005 as amended. Ayes: Jackson, Hayes, Pachner, Gunther, Mead, Verran, and Elwaer.

Vote results:

Ayes: 7 / Nays: 0

ARTICLE II. - ANIMALS AND FOWL



Sec. 6-29. - Farm animals and fowl.



It shall be unlawful to keep, possess, harbor, shelter, or have custody of any farm animals or fowl within the corporate limits of the village, except that same may be kept temporarily during parade or festival periods, when they will be ridden, driven or shown.

([Ord. No. 2020-005, pt. 1, 8-3-2020](#))

UPDATE REGARDING ANNEXATION

Staff continues to receive letter of support for the possibility of annexation into the Village limits. The opinion of residents who are inquiring of annexation, the most common answer to “why” they are interested in annexation, was wanting additional services such as water, sewer, trash, Police Department services, brush, leaf and yard waste pick up. As staff continues to receive letters of support, specifically identifying the Lake Dr peninsula. A total of 27 parcels are identified as annexation potential, of the 27 properties staff has received 16 properties that are wanting and support annexation. This would leave 8 unsure and 3 no. The overwhelming support of the likelihood of supporting annexation is positive.

UPDATE REGARDING NEW LEAF VACCUM

The Department of Public Works took possession of the new tow-behind leaf loader from MTech Company. The Department continues to receive additional training and education with the new

equipment and shall be ready for use in the coming weeks.



UPDATE REGARDING DECATUR-HAMILTON FIRE & QR

September 6, 2022, meeting. At this meeting, the Council held a public hearing, regarding Res 2022-007 Special Assessment Roll for Decatur-Hamilton Fire Protection & QR. At this meeting, the Council received several public comments regarding concerned residents, who were opposite to the increase in this millage request.

The Council proponed the public hearing until **October 3, 2022**, to gather additional information regarding the DHFQR millage increase. At the 10/3/22 meeting, Village Council requested the Village Manager, to engage with Village Attorney to draft a memo to Decatur & Hamilton Townships, requesting engagement to review the Village's concerns with the 1987 Joint Fire Department Agreement.

January 9, 2023, Village Attorney, sent correspondence to Roxanne Seeber, Michigan Township Law Office. Roxanne Seeber also serves as attorney for both Decatur & Hamilton Township, along with DHRQR asking at the convenience of the two townships to review the concerns from the Village. Roxanne did respond to this correspondences but did acknowledge the two Township are not interested in reviewing the concerns from the Village.

February 1, 2023, Village Attorney attempted to discuss with Roxanne, asking if she and the two townships have had an opportunity to review the correspondence regarding the Village's concerns.

February 28, 2023, Village Attorney attempted to follow up with Roxanne.

March 1, 2023, Township Attorney replied to Village Attorney. In this communication, the Township Attorney again indicated that efforts to explain the topic to the township and the Fire Board was not something she was interested in.

March 27, 2023, Village Attorney again asked Roxanne if there was any movement regarding prior correspondence.

May 30, 2023, Village Attorney again asked Roxanne if there was any movement regarding prior correspondence.

May 30, 2023, without holding a public hearing, which is required by Michigan Open Meetings, the DHFQR Board approved budgets for both the Fire & QR Department. It should be noted that, copies of the budget were not included in the meeting package, nor was the information available at the meeting.

June 19, 2023, Village Attorney once again asked Roxanne if there was any updates or news regarding the Village's concerns.

June 19, 2023, Township Attorney, replied she was able to have a discussion with the Fire Board about the proposed changes the Village was requesting. Roxanne was planning to attend at DHFQR meeting, was she was called off at the last minute and told not to attend.

June 26, 2023, the DHFQR at their monthly meeting, again addressed the budget, special assessments, and the need for both Village representatives of the DHFQR, needed to be in more communication with the Village staff explaining the operations for their Board. It should be noted, Village Staff is already providing a monthly report to the Council and the Council has included this as an agenda item each month.

After spending close to (8) eight months, with the Village Attorney attempting to engage with Township Attorney, and the two Townships without any type of movement to have a discussion or productive communication. I have requested Village Attorney to attend the August 7, 2023, Village Council meeting to discuss options available to the Village to address the long-standing historical concerns with the 1987 Joint Fire Department Agreement.

ADDITIONAL ATTACHMENTS

- **Van Buren County BOC – June 2023**
- **Van Buren Conservation District – June 2023**
- **Meeting minutes, from meeting with Abonmarche DWAM**



June 2023 Board of Commissioners Activity Report

Administration Address
219 E Paw Paw Street - Suite 305, Paw Paw, MI 49079
Website: www.vanburencountymi.gov

Telephone No.
(269) 657-8253
Email: Admin@vanburencountymi.gov

HIGHLIGHTS

- 1. Public Defender 2023 Annual Report** - Chad Catalino presented the 2023 Annual Report for the Public Defender's Office. To view the full report, visit the County's minutes and agenda's page.
- 2. Van Buren County Road Commission Monthly Update** - Bret Witkowski presented the Road Commission Monthly Update. To view the full report, visit the County's minutes and agenda's page.
- 3. VBEMS Contract Amendment** - The Board of Commissioners approved the amendment of the VBEMS Ambulance Services contract to expand the geographical service effective June 16, 2023, and include all of Arlington Township, Bangor City, Bangor Township, Hartford City, and Hartford Township and to terminate the Pride Care Ambulance Services effective June 15, 2023.
- 4. Use of County Property – Paw Paw Days 2023** – The Board of Commissioners approved the request to use County property for the 2023 Paw Paw Days event from July 21st – July 22nd.
- 5. HSW-USDA Lease** - The USDA is slightly reducing the area necessary to lease at the Human Services West Building, which requires us to submit Amendment #6. This Amendment includes updated drawings and cost estimates. To submit the requested Amendment, they are also asking for proof of authority to show that the Administrator is authorized to act on behalf of the County for the purposes of this proposal. This authorization will apply to the submission of the lease proposal only. If it is accepted, the actual lease will be brought to the Board for formal approval. The ten-year lease will require building improvements, which will be reimbursed over the first 5 years of the lease. This reimbursement will be in addition to the rent. For the first five years, we will receive approximately, \$270,000. For the remaining five years we will receive approximately \$170,000. The Van Buren County Board of Commissioners approves the authorization of John Faul, County Administrator, to act on behalf of the County for the submission of USDA Request for Lease Proposals No. 57- 26159-20-FA Paw Paw, MI.
- 6. May 2023 Claims** – Claims in the amount of \$2,134,334.30 for May 2023 were submitted, reviewed, and approved by the Board during the June 27th Board of Commissioners meeting.
- 7. County Administrator Contract – John Faul** – The Board of Commissioners approved the contract with John Faul to serve as the Van Buren County Administrator and for the Board Chair to sign on the Board's behalf.

Appointment/Re-appointment Requests

1. **Palisades Community Advisory Panel – John Lewandowski** - The Board of Commissioners approved the appointment of John Lewandowski to the Palisades Community Advisory Panel.
2. **Parks Commission – Daywi Cook** – The Board of Commissioners approved the appointment of Daywi Cook to the Parks Commission for a three-year term set to expire on December 31, 2026.

Facebook: <https://www.facebook.com/VanBurenCountyMI/> 

LinkedIn: <https://www.linkedin.com/company/van-buren-county-government> 

Twitter: <https://twitter.com/VanBurenCoMI> 

Watch us on our [YouTube page](#). 

All board meeting agendas and minutes can be found on the county website:

<https://www.vanburencountymi.gov/129/Agendas-Minutes>



Van Buren Conservation District

June 2023 Program Update

Submitted by Emily Hickmott, Deputy Administrator

District staff is in the field more and more as farm field days, recycling collections, educational presentations, naturalist events, invasive species treatment, and summer school programming kicks off. If you are hoping to connect with a particular staff member, please be sure to set an appointment so you're sure to reach them. You can find up to date contact information for all staff members on our website: <https://vanburencd.org/about/>

Upcoming District Events:

- Summer Programming at Wolf Lake State Fish Hatchery | June 29 and August 10 | <https://vanburencd.org/summer-education-2023/>
- Recycling Collections
 - Passenger/Semi Tire and Electronics Collections | June 29 Covert, August 24 Bloomingdale, September 21 Porter
 - Recycle Roundup Collections | August 5 South Haven and October 14 Lawrence
 - Large Tire Collections | July 10 and July 11 Paw Paw
 - <https://vanburencd.org/van-buren-county-recycling-collections/>
- Naturalist Events with the Van Buren District Library Branches | Gobles Hike July 18, Covert Hike August 2, Bangor & Lawrence Paddle August 22 | <https://vanburencd.org/naturalist-2023/>
- VBCD Annual Meeting | July 26 | Flywheelers Museum | <https://vanburencd.org/2023-annual-meeting/>

Program Updates:

- **Ag Conservation/Water Quality Projects** (*Erin Fuller, Colleen Forestieri, Carlie Southland*) - In May, Issue 2 of Shoreline Living magazine was released to the public (<https://vanburencd.org/inland-lakes-and-natural-shorelines/>). Water Quality Project Manager Erin Fuller partnered with the Michigan Glacial Lakes Partnership to coordinate the production of this issue featuring five landowners across the Midwest who have used natural landscaping and conservation easements to enhance their lakefront properties and improve the water quality in their lakes. These magazines will be distributed across the Midwest, in print and online. Fuller introduced the magazine during a Midwest Glacial Lakes Partnership webinar on May 2, 2023.
- **SWxSW Corner CISMA (Cooperative Invasive Species Management Area)** (*Abbie Bristol, Alex Florian, Jena Johnson, Caleigh Dahn*) - The field season has officially begun! The new Strike Team, Jena and Caleigh (pronounced: "Kelly"), have passed their pesticide applicator exams and are working on surveys and treatment. Alex has hit the ground running with site visits, planning for summer events, and wrapping up grant reporting. Abbie kept busy with training the Strike Team and coordinating targeted management and outreach. New project ideas with the Van Buren County Drain Commissioner have been discussed. A population of a state Watch-List species, yellow floating heart, has been confirmed by EGLE and the CISMA.
- **Michigan Agriculture Environmental Assurance Program (MAEAP)** (*Kyle Mead*) - In April, the specialist was asked to be part of a task group assembled under the Education Committee of MACD. This task group was assigned with working to bring back the Michigan Envirothon (ME) Program, starting with a Presentation at MACD's Summer Conference. The specialist worked with 2 other



Van Buren Conservation District June 2023 Program Update

Submitted by Emily Hickmott, Deputy Administrator

MAEAP technicians with a history supporting ME and together they assembled a presentation that the Technician gave at MACD Summer Conf. The presentation went very well and sparked a lot of interest and new additions to the task group. The next step is to find a home for ME, funding, and work to recruit teams for 2024's competition. The specialist was also able to get one farm Re-Verified in MAEAP and a new farmer Verified in MAEAP, both in Farmstead and Cropping. The specialist also completed an assessment with a local Middle School that will make for a quick return and an easy Verification in June in the Greenhouse System.

- **National Association of Conservation Districts (NRCS) Technical Assistance** (*Lucas Hartman*) - Completed and supplied landowner with first "system" level conservation plan for habitat improvement. Helped to secure ~\$10,000 / acre, to give them the means to improve and manage critical riparian habitat on the Paw Paw river over the next 15 years.
- **Natural Resource Conservation Service Technical Assistance** (*Gabe Francisco*) - This month has all been about Grazing Day Planning. Grazing Day was June 14 at Windshadow Farm in Bangor and was a great success with over 70 people in attendance. The team was also busy getting final IRA-EQIP contracts adjusted, set, and signed for Van Buren County residents. Many folks from the VBCD and NRCS office came out to Thunderfoot Farm on the morning of May 17 to help with sheep shearing. The technician sincerely appreciates everyone's help in wrestling the sheep and Emily's keen hand in operating the On/Off switch on his badly designed shears.
- **Outreach** (*Jacob Diljak*) - May was a busy month for Outreach with the preparation of summer events and projects. Work is underway for the Van Buren State Trail Project and Paw Paw River Clean Up. A new interactive map was unveiled on the VBCD website as a part of local food promotion (<https://vanburencd.org/food-farm-fun/>).
- **Resource Recovery Recycling** (*Kalli Marshall*) - May marked the completion and submission of the 2023 Michigan EGLE Recycling and Infrastructure Grant Application. We also hosted a successful collection event in Hartford where we collected the heaviest trailer to date with a passenger tire equivalent of 1,476 tires collected. Van Buren County was also one of seven communities to be able to trail a new tool being developed through The Recycling Partnership called "Recycling Solutions Hub".

VILLAGE OF DECATUR – DWAM GRANT KICKOFF MEETING MINUTES

Date: June 20th, 2023, 9 – 11 AM

Location: Decatur Village Hall

RE: Drinking Water Asset Management Plan Grant

Client: Village of Decatur

ACI Project Number: 23-0789

Present	Name	Role	Email	Phone
X	Chris Tapper	Village Manager	ctapper@decaturmi.us	269-423-6114
X	Jimmy Ebeling	Public Works Foreman	jebeling@decaturmi.us	269-487-8475
X	Shantel Pentland	Administrative Assistant	spentland@decaturmi.us	269-423-6114
X	Natalie Davis	Deputy Clerk & Treasurer	ndavis@decaturmi.us	269-423-6114
X	Tony McGhee	Vice President	tmcghee@abonmarche.com	269-252-8980
X	Leah Bectel	Project Engineer	lbectel@abonmarche.com	616-719-6085
X	Madelyn Landry	Staff Engineer	mlandry@abonmarche.com	616-349-8014

1. Project Scope

Drinking Water Asset Management Grant from EGLE – update of existing Water Asset Management Plan and Completion of Distribution System Materials Inventory (DSMI).

Grant Summary:

- Asset Management Plan Update: \$18,000
- Distribution System Material Inventory \$42,000
- Contractor Potholing \$148,230
- Village Force Account Work \$12,000
- Total \$220,230

2. Project Team & Roles

a. Village of Decatur

- Chris – Primary Contact
- Shantel – assistance as needed, broad knowledge of Village
- Natalie – Utility Billing Clerk
- Jimmy – Public Works Foreman, broad knowledge of Village water system

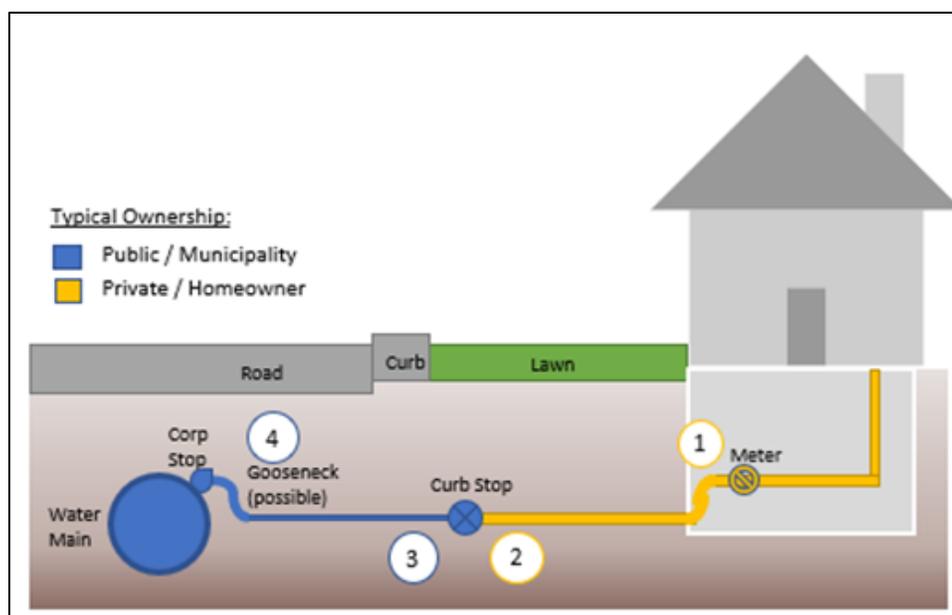
b. Abonmarche

- Tony – Assistance as needed, copied on meeting invites and general project updates
- Sam – QAQC, Invoicing, EGLE Reimbursements, general involvement
- Leah - Project Manager; Primary Contact
- Madelyn - Project Engineer

3. Design Tasks/Discussion

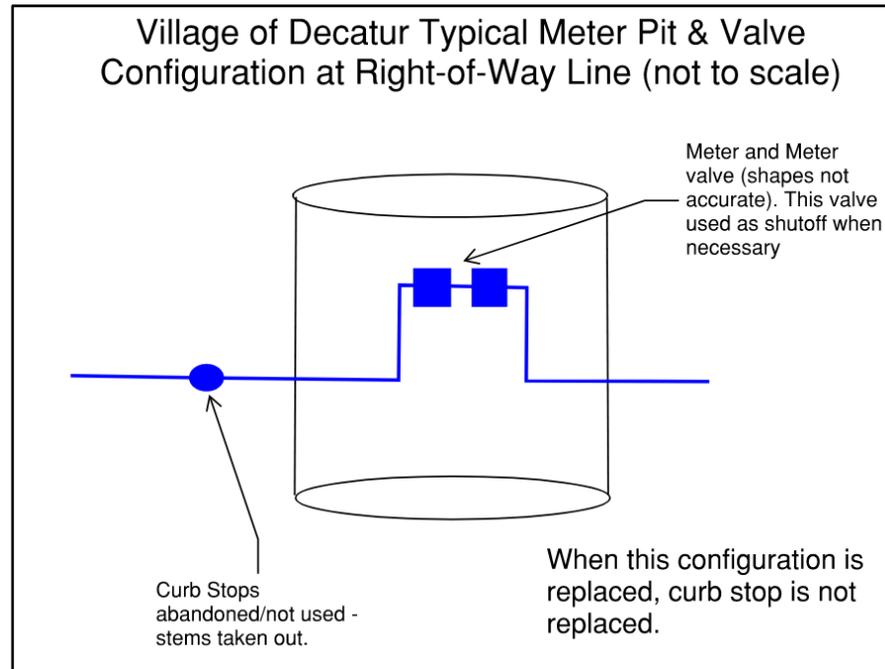
a. **Task #1: Distribution Systems Materials Inventory**

- Scope of Work
 - Investigation of 20% of the Village's water service lines
 - Required for inventory submission to EGLE on January 1, 2025 – *Complete Distribution System Materials Inventory (CDSMI)*
 - 757 unknown services = 152 services to investigate
 - Visual Inspection and photographs needed of points 1, 2, and 3 below for those 152 services:



b. Existing Decatur Water Service Setups

- The schematic on page 2 is different for Decatur. 97% of homes have pit meters as shown below. Other 3%: downtown businesses with meters inside the structure



- Given this configuration, it was discussed that potholing (soil disturbance) to look at the curb stop may not be necessary. Photos of the meter pit contents could work.
- Decatur prefers this setup and continues to replace service lines in this configuration.
- In the past two years, Decatur has started to replace service lines with galvanized/lead goosenecks if there is construction in the area.

c. Existing Decatur Water Service Materials

- Per institutional knowledge of Jimmy, all original services will likely have lead goosenecks on them.
- St Mary's Street is confirmed lead
- Unknown if tap records indicate the presence of a lead gooseneck at homes, or if it's primarily Jimmy's knowledge of Decatur that is leading to this conclusion.

d. Existing Decatur Customer Base, Water Billing

- Significant senior citizen population, prefers local paper, flyers/messaging in monthly utility bills for communications



- Average water, sewer, and trash bill per month: \$50-60 total
 - Rate increases occurring due to USDA project and associated rate requirements

e. Task 1a: Internal Investigations (Point 1 above)

- Decatur staff to enter homes to photograph 152 services
- Abonmarche to assist with contact letter preparation, scheduling, data management, in-person training
- Jimmy and his staff can perform inspections
- Natalie can assist with homeowner data we will need to send out letters, any correspondence
- General schedule:
 - Perform half (76) by winter, perform other 76 in the first half of next year
 - Consideration of Public Works' already busy schedule, State deadline of January 1, 2025
- Force Account Work from Grant
 - Internal investigation work to be logged and reimbursed

f. Task 1b: External Investigations

- Scope of work
 - Given that Decatur has meter pits, potholing at the right-of-way line may not be necessary
 - If no records exist for lead goosenecks, could bid out potholing at the corporation stop and water main
 - a. Most of water mains are in shoulder, reducing patchwork on HMA
 - b. Village has locator for corporation stops that could be utilized
 - No final decision on scope of work for any competitively bid work – see section "m" below
- Local potholer Wyatt Cuzunak of Great Lakes Hydrovacating to be notified of any bids.
- Similar Bids
 - Bangor, Michigan potholing bid
 - a. \$650/service for 159 services: \$103,350 (plus mobilization)



g. GIS – General

- Decatur GIS was set up, but stopped being updated in 2018
- As a result, data is outdated
- Staff is interested in using this tool, but it involves a broader conversation and consideration of efforts for future discussion

h. DSMI Organization – Internal & External Investigations

- Tracking of photos to be done via spreadsheet and folders created by Abonmarche staff
- Future considerations will be uploading this data to BS&A billing software and to GIS

i. Finalizing Random List of Services to Investigate, Notes on Water System

- Avoid new roads as the services were replaced at time of work
- The following streets should be eliminated from the pool of unknowns as they were either replaced or will be replaced with upcoming USDA project.
 - USDA Work (Abonmarche has full scope of work via email):
 - a. Cedar
 - b. Pine
 - c. Austin
 - d. Douglass
 - e. Lee
 - f. McKinney
 - g. Memory Lane
 - This project will address the areas of town with the most breaks and replace any lead service lines.
 - Decatur has Village funds for private side replacements and leveraged Act 51 Funds to cover a full road replacement for the USDA water and sewer work.
 - Recently replaced: S George from V.L. to Prairie Run, Prairie Run, alley behind Village Hall 8 years ago, Delaware in 2000
- Water mains to watch out for: Paw Paw, Scott, and Michigan

j. Final Submission to EGLE

- Spreadsheet showing materials of all 152 services
- Photos to be filed with Abonmarche/Decatur, submitted if needed
- Abonmarche to prepare this submission, but final details from EGLE not available yet



k. Proposed Schedule – Task #1b

- This will depend on what we end up bidding out, vacation schedules, and if EGLE will let us use funds in a different manner than originally proposed by Wightman. Original proposed scheduled is below.

Task	Status	Assigned To	Deadline
Obtain property owner listings	Complete	Decatur	N/a
Prepare draft random list and map of services to investigate	In progress	Abonmarche	Friday, June 23, 2023
Prepare master tracking list	In progress	Abonmarche	Friday, June 23, 2023
Review and finalize 152 services to investigate	Upcoming	Decatur	Friday, June 30, 2023
Prepare Bid Package	In progress	Abonmarche	Friday, July 14, 2023
Review and Finalize Bid Package	Upcoming	Decatur	Wednesday, July 19, 2023
Advertisement for Bidding		Abonmarche	Friday, July 21, 2023
Bid Opening		Abonmarche	Wednesday, August 16 th , 2023
Construction Window Begins		TBD	Tuesday, September 5
Construction Window Ends		TBD	November 10, 2023
Finalize EGLE Tracking Submission and submit		Abonmarche	December 2023

l. Task #2: Drinking Water Assessment Management Plan Update

- Original Scope of Work – EGLE Grant
 - Add in any Service Line Replacements to Capital Improvement Plan
 - Update GIS system with Task #1 Findings
- It was discussed that the 2017 AMP is due for an official update and submission to EGLE (every 5 years) and the following wasn't included in Wightman's original scope (not comprehensive):
 - Water tower inspection
 - Pump inspection
 - Full update of CIP scope
- Rate Analysis Discussion
 - Given the content of the AMP will likely need to be updated, it makes sense to bring in rate analysis discussion after the dust settles of any AMP updates and the USDA project.



- General Findings – 2017 Wightman AMP
 - CIP costs are very low, and a result, the financial piece is outdated/too low
 - CIP could use updates to better represent needs of staff. A full analysis of the CIP didn't occur, but a few items were discussed as examples:
 - a. SCADA – the Village already has Mission Controls for their pumps and SCADA is not appropriate for their size.
 - b. Updates to the Mission Controls would help staff, such as an app option and considering alarms that specifically tell staff which pump's alarm is on.
 - c. Village would like to prioritize hydrant replacements annually (at least 3)

m. EGLE Grant Scope of Work

- Meeting discussions concluded that, if possible, a shifting of EGLE grant funds would be extremely beneficial to the goals of the Village. Examples include:
 - Potholing at the main instead of at the meter pit (would we even need to do all 152?)
 - Confirm opening of meter pit is acceptable (no curb stop potholing)
 - Greater emphasis/funds on updating Asset Management Plan
 - Increase in force account work, given that Decatur staff could inspect inside the home and photograph meter pit contents
- Abonmarche team to regroup and discuss feasibility of this request and how to approach EGLE

4. Progress Meetings & Communication

- a. Proposed progress meeting every two, three weeks (as needed, dependent on speed of project)
 - In person is preferred, but some teams calls will be necessary
 - If in person, anticipate longer meetings
- b. Intermediate communication
 - Phone calls, summarize in email if needed



5. Upcoming Tasks/Next Steps

- a. Abonmarche
 - Send list of random services via spreadsheet and map to Village for review
 - Abonmarche team to brainstorm communication with EGLE on change of fund uses
 - Consult with Chris before sending any correspondence out
- b. Village of Decatur
 - Review services to be potholed. It is assumed for now that these would be potholed at the main.

6. Next Meeting:

- Time and Setting: Mid to Late July given multiple vacations
 - July 17 through July 28 likely
 - Leah to send out invite to all staff involved, likely week of 4th of July
- Anticipated Topics:
 - EGLE approved scope of work, work to be bid out

