

VILLAGE OF DECATUR COUNCIL REGULAR MEETING AGENDA

Monday,
November 7,
2022



VILLAGE OF DECATUR
REGULAR COUNCIL MEETING
Monday, November 7, 2022 – 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 cell phones off 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 November 7, 2022.

5A.2 - Approval of the Regular Meeting Minutes from October 3, 2022.

5A.3 – Approval of Accounts Payable and Payroll for week ending October 31, 2022.

6. COMMUNICATIONS TO THE COUNCIL – PRESENTATIONS & GUEST

6A.1 – Kyle Brandt, Biogold LLC, 711 White Oak

6A.2 – BJ Tregoning, Tree Figg LLC, 413 W Delaware Street

7. PUBLIC HEARING

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9A.1 – Request to approve amendments to local streets contact Rieth – Riley Construction.

9A.2 – Request to approve recommendation from Planning Commission, conditional rezoning request
Ryan Rarick, W Edgar Bergan Blvd, from R-1 to R-2.

9A.3 – Request to approve amendments to the Village of Decatur Employee Manual dated 11/7/2022

9A.4 – Request to adopt Resolution 2022-009 Water System Notice of Intent

9A.5 – Request to adopt Resolution 2022-010 Sewer System Notice of Intent

9A.6 – Request to approve Village Manager Contract Extension

9A.7 – Request to approve home improvement loan to Sherri Kniss, 120 E. Chamption Street, Decatur, MI

9A.8 –

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 – Village Manager Report

11. PUBLIC COMMENTS – SECOND OPPORTINUTY

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 councilmembers to discuss the motion if councilmembers wish to discuss.
 6. President calls for a vote on the item after discussion has occurred.
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Village of Decatur
Village Council Regular Meeting Minutes

Monday October 3, 2022, 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 Benson, Trustee Gunther, President Pro Tem Jackson (excused), Trustee Mead Jr, Trustee Pelfrey, Trustee Verran, and President Elwaer in attendance. Also in attendance Village Manager, Christopher Tapper, Village Clerk/Treasurer, Megan Duncan, Chief of Police Thomas VanDerWoude.

III. **Public Comments**

- a. Kali Marshall, Van Buren Conservation District, made public comment about Van Buren Recycle Roundup Collection in Lawrence at the ISD on October 15, 2022. Electronics and hazardous waste will be accepted. Dump Day 2023 was also discussed.

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

- a. Trustee Verran made a motion with support from Trustee Mead Jr to approve the agenda for October 3, 2022, along with approval of meeting minutes from September 6, 2022, and accounts payable ending September 31, 2022, in the amount of \$180,351.39, motion carried 6-0.

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

- a. There were no scheduled presentations or guests.

VI. **Public Hearing**

- a. Trustee Verran made a motion with support from Trustee Benson to close the regular session and to re-enter into a Public Hearing, postponed from September 6, 2022, at 7:05 PM, motion carried 6-0.
- b. No public comment was given.
- c. Trustee Verran made a motion with the support from Trustee Mead Jr to close the Public Hearing and enter back into Regular Council Meeting, motion carried 6-0, at 7:12 PM.
- d. Trustee Verran made a motion with support from Trustee Mead Jr. to adopt Resolution 2022-007, Special Assessment Roll for Fire Protection and Quick Response. Roll call

vote, Trustee Benson, Trustee Gunther, Trustee Mead Jr., Trustee Pelfrey, Trustee Verran, and President Elwaer, all voting yes, motion carried 6-0.

VII. Unfinished Business

- a. No unfinished business currently.

VIII. New Business – Request to approve quote from Michigan CAT for replacement equipment

- a. Trustee Gunther made a motion with the support from Trustee Mead Jr., to approve quote from Michigan CAT for replacement equipment, motion carried 6-0.

IX. New Business – Request to approve report from Van Buren County Road Commission Paser Rating 2022

Trustee Verran made a motion with the support from Trustee Verran to approve report from Van Buren County Road Commission Paser Rating 2022, motion carried 6-0.

X. New Business - Request to approve bid for fall 2022 tree removal

- a. Trustee Mead Jr. made a motion with support from Trustee Verran to approve option 2 bid for fall 2022 tree removal, motion carried 6-0.

X. New Business –Request to approve Halloween 2022 Events

- a. Trustee Verran made a motion with the support from Trustee Benson to approve Halloween 2022 Events, motion carried 6-0.

XI. New Business – Request to approve recommendation from Planning Commission, Zoning Ordinance, Care Homes

- a. Trustee Mead Jr. made a motion with the support from Trustee Pelfrey to approve the recommendation from the Planning Commission, Zoning Ordinance Amendment, Care Homes. Roll call vote: Trustee Benson, Trustee Gunther, Trustee Mead Jr., Trustee Pelfrey, Trustee Verran, and President Elwaer, all voting yes, motion carried 6-0.

XII. New Business – Request to approve recommendation from Planning Commission, Zoning Ordinance, Signage

- a. Trustee Verran made a motion with the support from Trustee Mead Jr to approve the recommendation from the Planning Commission, Zoning Ordinance, Signage. Roll call

vote: Trustee Benson, Trustee Gunther, Trustee Mead Jr., Trustee Pelfrey, Trustee Verran, and President Elwaer, all voting yes, motion carried 6-0.

XIII. New Business - Request to approve Village Manager Contract Extension

- a. All agreed to postpone the topic until after Budget Committee meeting.

XIII. Department Reports

- a. Clerk/Treasurer Duncan and Chief of Police, Thomas VanDerWoude, provided Department Reports to the Council. Each department report was provided in the agenda packet. A general discussion ensued regarding the department reports.

XIV. Public Comments

- a. No public comment given.

XV. Council Comments & Additional Public Comments

- a. President Elwaer, Trustee Verran, and Trustee Mead Jr. thanked all departments for their continuous efforts on making sure the Village and its residents are taken care of.

XVI. Adjournment

- a. Trustee Mead Jr. made a motion with the support of Trustee Verran to adjourn the meeting at 8:18 P.M., motion carried 6-0. 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: November 7, 2022

SUBJECT: Accounts Payable – Payroll – October 2022

Action Requested:

It is requested that the Village Council approve Accounts Payable and Payroll for period ending October 31, 2022, in the amount of \$183,548.71.

Background:

Attached is the Accounts Payable and Payroll for the period ending October 31, 2022.

Attachments:

Accounts Payable and Payroll

CHECK DATE	VENDOR NAME	CHECK#	AMOUNT PAID	DISCRIPTION
10/03/2022	BENSON, JANICE	29577	108.50	PAYROLL
10/03/2022	ELWAER, ALI M	29578	167.00	PAYROLL
10/03/2022	GUNTHER, KIM M	29579	108.50	PAYROLL
10/03/2022	MEAD JR, ROBERT H	29580	108.50	PAYROLL
10/03/2022	PELFREY, JESSICA L	29581	108.50	PAYROLL
10/03/2022	VERRAN, MICHAEL D	29582	108.50	PAYROLL
10/03/2022	BLUE CARE NETWORK,	29584	8,662.31	PAYROLL
10/03/2022	MISDU,	29586	54.48	PAYROLL
10/03/2022	INTERNAL REVENUE SERVICE,	EFT922	5,955.58	PAYROLL
10/03/2022	MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM,	EFT923	2,745.35	PAYROLL
10/03/2022	STATE OF MICHIGAN,	EFT924	910.48	PAYROLL
10/04/2022	MYERS, GORDY J	29583	1,483.00	PAYROLL
10/04/2022	VANDERWOUDE, THOMAS C	29587	4,200.00	PAYROLL
10/04/2022	TAPPER, CHRISTOPHER C	DD307	2,500.00	PAYROLL
10/04/2022	DUNCAN, MEGAN M	DD308	1,616.20	PAYROLL
10/04/2022	BUSH, DOMINIC J	DD309	1,200.00	PAYROLL
10/04/2022	DAHLQUIST, THOMAS L	DD310	2,410.88	PAYROLL
10/04/2022	FRANK, ZACKERY A	DD311	1,885.12	PAYROLL
10/04/2022	RIGG, THEODORE A	DD312	2,290.08	PAYROLL
10/04/2022	VANDERWOUDE, THOMAS C	DD313	2,800.00	PAYROLL
10/04/2022	BRIDGES, DEBRA J	DD314	280.00	PAYROLL
10/04/2022	MANN, ELES A	DD315	280.00	PAYROLL
10/04/2022	BOITNOTT, PATRICK A	DD316	1,425.01	PAYROLL
10/04/2022	DRISCOLL, DAVID J	DD317	1,465.00	PAYROLL
10/04/2022	EBELING, JAMES S	DD318	2,970.00	PAYROLL
10/04/2022	SHROYER, TIMOTHY J	DD319	1,625.00	PAYROLL
10/04/2022	PENTLAND, SHANTEL M	DD320	1,088.00	PAYROLL
10/06/2022	INTERNAL REVENUE SERVICE,	EFT925	7,905.16	PAYROLL
10/06/2022	MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM,	EFT926	3,136.37	PAYROLL
10/06/2022	STATE OF MICHIGAN,	EFT927	1,133.00	PAYROLL
10/07/2022	DECATUR DO IT CENTER	GEN 29589	15.58	SUPPLIES FOR DPW
10/07/2022	MUNICIPAL SUPPLY	GEN 29603	40.00	HEAVY DUTY WORK GLOVES FOR DPW
10/07/2022	DECATUR ONE STOP	GEN 29590	789.27	GASOLINE FOR PATROL CARS
10/07/2022	HONOR CREDIT UNION	GEN 29596	1,136.43	CREDIT CARD CHARGES
10/07/2022	DECATUR REPUBLICAN	GEN 29591	2,408.00	NEWSPAPER ARTICLES JULY THROUGH SEPTEMBER
10/07/2022	HYDROCORP, INC	GEN 29597	342.50	CROSS CONNECTION CONTROL PROGRAM
10/07/2022	DALE MOEN	GEN 29602	50.00	WINDOW CLEANING AT VILLAGE HALL
10/07/2022	TAPPER EXPRESS AUTO	GEN 29608	42.55	OIL CHANGE FOR 2020 PATROL CAR
10/07/2022	VAN BUREN EMS	GEN 29610	20.00	CPR TRAINING FOR ALL POLICE OFFICERS
10/07/2022	FERGUSON WATERWORKS #3386	GEN 29594	3,216.00	COMP X METER BALL ANG QUANITY 24 WATER
10/07/2022	DETROIT SALT COMPANY	GEN 29592	6,557.27	ROAD SALT FOR WINTER

10/07/2022	QUADIENT LEASING USA, INC	GEN 29604	565.45	4TH QUARTER LEASE ON POSTAL MACHINE
10/07/2022	THE CURCIO LAW FIRM	GEN 29609	857.50	PROFESSIONAL ATTORNEY SERVICES
10/07/2022	MICHIGAN MUNICIPAL TREASURERS ASSOC	GEN 29601	99.00	MEMBERSHIP RENEWAL FOR 2023
10/07/2022	HAAS SYSTEMS	GEN 29595	96.00	QUARTERLY SERVICE FOR ALARMS AT DPW
10/07/2022	KROGEL'S AUTO SERVICE	GEN 29598	15.00	REPAIR/PLUG RIGHT REAR TIRE ON PATROL CAR
10/07/2022	ABONMARCHE CONSULTANTS INC	GEN 29588	1,557.50	FACILITIES ASSESMENT PROJECT
10/07/2022	DICKINSON WRIGHT PLLC	GEN 29593	1,421.00	PROFESSIONAL ATTORNEY SERVICES FOR HANDBOOK
10/07/2022	ROSE PEST SOLUTIONS	GEN 29607	125.00	PEST CONTROL INSPECTION PER CONTRACT
10/07/2022	REPUBLIC SERVICES	GEN 29606	968.15	GARBAGE SERVICES
10/07/2022	MICHIGAN MUNICIPAL LEAGUE	GEN 29600	6.12	MUNICIPAL UNEMPLOYMENT COMPENSATION GROUP
10/07/2022	LAW OFFICE OF CRYSTAL MORGAN, PLLC	GEN 29599	214.50	PROFESSIONAL ATTORNEY SERVICES FOR BLIGHT
10/07/2022	INVOICE CLOUD	GEN 974(E)	195.55	INVOICE PRESENTMENT FOR PAPERLESS CUSTOMERS
10/07/2022	CONSUMERS ENERGY	GEN 973(E)	92.28	HEATING SERVICES
10/07/2022	UNUM	GEN 975(E)	750.96	SHORT/LONG/AD&D/LIFE INSURANCE PREMIUMS
10/07/2022	VERIZON WIRELESS	GEN 976(E)	268.86	CELL PHONE SERVICES
10/07/2022	AMERICAN ELECTRIC POWER	GEN 972(E)	3,788.62	ELECTRICAL SERVICES
10/07/2022	KROGEL'S AUTO SERVICE	GEN 29598	212.29	OIL CHANGE ON CHEVY 2500
10/07/2022	RC AUTOMOTIVE SUPPLY	GEN 29605	69.03	AUTO SUPPLIES DPW
10/17/2022	REPUBLIC SERVICES	GEN 29625	10,611.96	GARBAGE SERVICES
10/17/2022	QUADIENT LEASING USA, INC	GEN 29624	595.75	UTILITY BILLING FOR RESIDENTS
10/17/2022	PAW PAW LABORATORY	GEN 29623	150.00	DRINKING WATER TESTING
10/17/2022	SIEGFRIED, CRANDALL	GEN 29627	1,540.00	PROFESSIONAL SERVICES FOR BANK RECS AND CHART OF ACCOUNTS
10/17/2022	BLOOMINGDALE COMMUNICATIONS	GEN 29616	575.86	VOIP AND BUSINESS INTERNETFOR VILLAGE HALL AND DPW
10/17/2022	DECATUR LUMBER COMPANY	GEN 29617	867.53	SUPPLIES FOR DPW, PARKS, AND MOTOR POOL
10/17/2022	FEDERAL CONTRACTING CENTER INC	GEN 29618	500.00	ONE YEAR SAM REGISTRATON AND FEMA REGISTRATION
10/17/2022	LEXIS NEXIS CLAIMS SOLUTIONS INC	GEN 29620	286.20	IYE-TEK MAINTENANCE FEE 9/1/22-8/31/23
10/17/2022	MUNICIPAL SUPPLY	GEN 29622	267.20	5 COMPRESSION STOP NO LEAD FOR WATER
10/17/2022	SAFEBUILT LLC	GEN 29626	4,674.38	BUILDING PERMITS
10/17/2022	STATE OF MICHIGAN	GEN 29628	6,850.45	PRARIE RONDE CONSTRUCTION
10/17/2022	QUADIENT LEASING USA, INC	GEN 29624	200.00	POSTAGE FOR MAIL MACHINE
10/17/2022	MICHIGAN MUNICIPAL LEAGUE	GEN 29621	6,855.10	CLASSIFICATION AND COMPENSATION STUDY OF 6 EMPLOYEES
10/17/2022	LAWSON OIL CO.	GEN 29619	53.74	GASOLINE FOR PATROL CARS
10/17/2022	VAN METER & ASSOCIATES INC	GEN 29629	170.00	FIRST LINE SUPERVISION COURSE FOR SGT RIGG
10/17/2022	BLUE CARE NETWORK,	29612	962.00	PAYROLL
10/17/2022	MISDU,	29614	54.48	PAYROLL
10/17/2022	FOPLC,	29615	111.00	PAYROLL
10/17/2022	INTERNAL REVENUE SERVICE,	EFT928	5,884.98	PAYROLL
10/17/2022	MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM,	EFT929	3,120.34	PAYROLL
10/17/2022	STATE OF MICHIGAN,	EFT930	886.86	PAYROLL
10/18/2022	MYERS, GORDY J	29611	1,440.00	PAYROLL
10/18/2022	TAPPER, CHRISTOPHER C	DD321	2,500.00	PAYROLL
10/18/2022	DUNCAN, MEGAN M	DD322	1,591.20	PAYROLL

10/18/2022	BUSH, DOMINIC J	DD323	1,200.00	PAYROLL
10/18/2022	DAHLQUIST, THOMAS L	DD324	2,524.22	PAYROLL
10/18/2022	FRANK, ZACKERY A	DD325	2,148.16	PAYROLL
10/18/2022	RIGG, THEODORE A	DD326	2,506.88	PAYROLL
10/18/2022	VANDERWOUDE, THOMAS C	DD327	2,800.00	PAYROLL
10/18/2022	BRIDGES, DEBRA J	DD328	294.00	PAYROLL
10/18/2022	CLENDENIN, KAREN R	DD329	14.00	PAYROLL
10/18/2022	MANN, ELESIA F	DD330	224.00	PAYROLL
10/18/2022	BOITNOTT, PATRICK A	DD331	1,340.02	PAYROLL
10/18/2022	DRISCOLL, DAVID J	DD332	1,470.00	PAYROLL
10/18/2022	EBELING, JAMES S	DD333	2,947.50	PAYROLL
10/18/2022	SHROYER, TIMOTHY J	DD334	1,825.00	PAYROLL
10/18/2022	PENTLAND, SHANTEL M	DD335	720.00	PAYROLL
10/27/2022	PARRETT COMPANY	GEN 29635	213.21	COPY AND PRINTING SERVICES FOR 9/15-10/14
10/27/2022	VAN BUREN COUNTY CENTRAL DISPATCH	GEN 29637	80.04	VERIZON MODEM/AIRCARD
10/27/2022	VAN BUREN COUNTY RD COMM.	GEN 29638	329.76	COLD PATCHING FOR ROADS
10/27/2022	J.C. AND SONS INC.	GEN 29631	3,500.00	TREE REMOVAL AND MOWING BEER STREET
10/27/2022	MCKENNA	GEN 29634	370.00	PROFESSIONAL SERVICES FOR DOWNTOWN DEVELOPMENT
10/27/2022	VFW POST 6248	GEN 29639	200.00	RENTAL OF HALL FOR ANNUAL CHRISTMAS PARTY
10/27/2022	DELTA DENTAL	GEN 977(E)	134.10	OCTOBER DENTAL PREMIUMS FOR EMPLOYEES
10/27/2022	JERRY'S TIRE	GEN 29633	160.62	REPLACEMENT TIRE FOR 2017 PATROL CAR
10/27/2022	RATHCO SAFETY SUPPLY	GEN 29636	273.00	ALUMINUM AND VISIBLE STRIPS FOR STOP SIGNS
10/27/2022	FLORY EXCAVATING & SEPTIC LLC	GEN 29630	115.00	PORTABLE TOILET FOR LABOR DAY FOOD TRUCKS
10/27/2022	JBM TECHNOLOGY	GEN 29632	131.00	KVCC POLICE ACADEMY UNIFORM FOR D. BUSH
10/31/2022	VANDERWOUDE, THOMAS C	29640	1,610.00	PAYROLL
10/31/2022	BLUE CARE NETWORK,	29642	8,662.31	PAYROLL
10/31/2022	MISDU,	29644	54.48	PAYROLL
10/31/2022	INTERNAL REVENUE SERVICE,	EFT931	6,214.91	PAYROLL
10/31/2022	MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM,	EFT932	3,131.76	PAYROLL
10/31/2022	STATE OF MICHIGAN,	EFT933	954.78	PAYROLL
		TOTAL:	183,548.71	



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A

DATE: November 7, 2022

SUBJECT: Kyle Brandt, Biogold LLC, 711 White Oak

Action Requested:

It is requested that the Village Council review the following request from Kyle Brandt, Biogold LLC, 711 White Oak, text amendment application, regulatory code.

Background:

The Village of Decatur has adopted Ordinance 2021-001, amending Sec 10-148 and 10-149, capping the number of authorized marihuana facilities, to six (6) total license. The council reviewed this ordinance in November of 2021.

Sec. 10-148. Number of authorized marihuana facilities.

- (a) The number of state operating licenses for medical marihuana facilities in the village shall be capped at the number of such licenses currently in existence as of the effective date of Ordinance No. 2021-001, plus the number of licenses that may be granted once all applications that have been conditionally authorized as of that date have been fully processed.
- (b) To implement subsection (a) above, the village shall no longer accept applications for the initial authorization of medical marihuana facilities or state operating licenses for such facilities but shall continue to process pending applications that were conditionally approved prior to the effective date of Ordinance No. 2021-001. Existing state operating licenses may be transferred pursuant to section 10-149 below.

Sec. 10-149. General regulations regarding authorized medical marihuana facilities.

- (a) An authorized medical marihuana facility shall only be operated within the village by the holder of a state operating license issued pursuant to PA 281 of 2016, as may be amended, and the rules promulgated thereunder. The facility shall only be operated as long as the state operating license remains in effect.
- (b) Prior to operating an authorized medical marihuana facility within the village pursuant to a state operating license, the facility must comply with all applicable zoning regulations. The facility shall only be operated as long as it remains in compliance with all applicable zoning ordinance regulations.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

- (c) Prior to operating an authorized medical marihuana facility within the village pursuant to a state operating license, the facility must comply with all village construction and building ordinances, all other village ordinances specifically regulating medical marihuana facilities, and generally applicable village police power ordinances. The facility shall only be operated as long as it remains in compliance with all such ordinances now in force or which hereinafter may be established or amended.
- (d) An authorized medical marihuana facility shall consent to inspection of the facility by village officials, including village law enforcement officers, upon reasonable notice, to verify compliance with this article.
- (e) An existing marihuana facility may be moved to a new location in the village, subject to applicable zoning regulations and approval by LARA. Further, a license for an existing facility may be transferred to a new licensee that intends to continue operating at the same location, subject to approval by LARA. No further village approvals are required for the relocations and license transfers described in this subsection.
- (f) If at any time an authorized medical marihuana facility violates this article the village council may request that the state revoke or refrain from renewing the facility's state operating license. Once such state operating license is revoked or fails to be renewed the clerk shall cancel the village authorization and the authorization shall be available to the next applicant in consecutive time and date stamped order as provided for in section 10-148(b).
- (g) It is hereby expressly declared that nothing in this article be held or construed to give or grant to any authorized medical marihuana facility a vested right, license, privilege or permit to continued authorization from the village for operations within the village.
- (h) The village expressly reserves the right to amend or repeal this article in any way including, but not limited to, complete elimination of or reduction in the type and/or number of authorized medical marihuana facilities authorized to operate within the village.

The Village Attorney has provided the following information to Biogold, explaining the Village's marijuana ordinance limits the "number of state operating license" to the number that were in effect as the date of the ordinance, which was six (6) licenses. As a result, the Village cannot approve stacked grower license under the current ordinance language.

Kyle Brandt, Biogold LLC, 711 White Oak, has filed an application requesting a text amendment, allowing companies that currently have a license to apply for additional licenses on the property.

At this time, the application was filed on Thursday, November 4, 2022. Staff is inquiring the Council before proceeding with the application and formal review. It should be noted that the applicant is currently in full compliance with the facility operations.

Attachments:

Kyle Brandt, Biogold LLC, 711 White Oak, text amendment application

Fee: \$400

OFFICE USE ONLY

Date Rec'd _____

Fee Rec'd _____



Zoning Amendment Application

The amendment sought is for which of the following:

- ☐ map amendment (fill out sections A and C)
☒ text amendment (fill out sections B and C)
☐ both a map and text amendment (complete all sections)

Section A: For Map Amendments

Property Address: _____

80-_____-_____-_____-_____

Parcel ID Number

Parcel Size (acres)

Current Zoning District

Legal Description: _____

Are there any plat restrictions or easements? If so, please explain _____

Present use of the property _____

Present improvements on the property _____

Property Owners (if different from the Applicant)

Name: _____ Telephone: () _____

Does the title holder know of this application and consent to its submittal? ☐ Yes ☐ No

Applicant's standing (interest) in the amendment request (check one):

☐ Property Owner

☐ Purchaser

☐ Tenant/Lessee

☐ Other Interest

Fee: \$400

The purpose of the rezoning is to use the property as follows:

The applicant requests the property be rezoned to the _____ district.

Does a site plan accompany this application? ☐ Yes ☐ No

Section B: For Text Amendments

Please identify the section of the zoning ordinance you wish to have amended: Marijuana License

The purpose of the rezoning is as follows:

Allowing for companies that currently have
a license to have additional licenses on property

Please identify how you believe the section should be written:

The Village may allow stacked licenses if the
license does not change the footprint of current
operations.

Section C: For all Applications

Kyle B. Gold (B.ogold) Kyle@bogoldmi.com 847-254-9020
Applicant's Name Email Telephone Number

711 White Oak St. Decatur, MI 49045
Applicant's Address City, State Zip Code

The Planning Commission and or Village Council will consider the following standards in their decision-making process:

- Will the proposed amendment be in accordance with the basic intent and purpose of this chapter?
- Will the proposed amendment further the comprehensive planning goals of the village?
- Have conditions changed since this chapter was adopted, or was there a mistake in this chapter, that justify the amendment?
- Will the amendment correct an inequitable situation created by this chapter, rather than merely grant special privileges?

Fee: \$400

- Will the amendment result in unlawful exclusionary or spot zoning?
- Will the amendment set an inappropriate precedent, resulting in the need to correct future planning mistakes?
- If a rezoning is requested, is the proposed zoning consistent with the zoning classification of the surrounding land?
- If a rezoning is requested, could all requirements in the proposed zoning classification be complied with in the subject parcel?
- If a rezoning is requested, is the proposed zoning consistent with the trends in land development in the general vicinity of the property in question?
- What is the impact on the ability of the village and other governmental agencies to provide adequate public services and facilities and/or programs that might reasonably be required in the future if the proposed amendment is adopted?
- Does the petitioned district change adversely affect environmental conditions or the value of the surrounding property?

Is there anything you would like the Planning Commission/Village Council to know about how your request complies with these standards? Please use additional paper if necessary.

See additional printout

Zoning Amendment Requests

Zoning amendment requests require a public hearing. The public hearing notice must be published in the newspaper no less than 15 days prior to the meeting date and a notice must also be mailed to property owners within 300 feet of the property for map amendments. It is best to submit your application and any supporting materials to the Village Hall no less than 20 days in advance of the meeting. Planning Commission meetings are typically held the first Thursday of each month. The Village Council must give final approval of the zoning amendment. If you have any questions regarding the application or the time limits, please phone Village Hall. Please call Village Hall at (269) 423-6114 with any questions or for assistance.

A stacked grow or a "stacked license" under R. 420.201(hh) of the CRA Joint Admin Rules permits an already-licensed marijuana cultivation location to grow more marijuana plants beyond what a single Class C "2,000 plant count" authorizes. R. 420.17 requires licensees that already hold a grow license to pay a separate state licensure fee for a "stacked license."

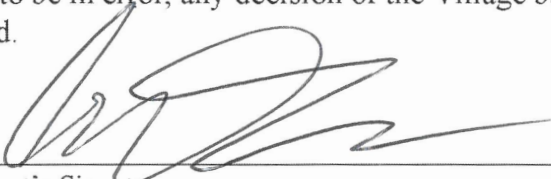
Biogold, LLC is proposing (with Decatur's permission) to simply add another adult-use Class C stacked grow onto its existing/authorized establishment. This would only allow Biogold to grow two thousand (20000) additional plants in its existing indoor grow facility. There will be absolutely no expansion, no building or construction changes or alterations, no business or operations changes, and no site plan approvals or other municipal authorizations will be necessary. In essence, from the outside of this indoor grow facility, there will be no discernible changes or physical alterations to the business or building of any kind.

The language of the Village of Decatur's Nov 1, 2021 Memorandum and Ordinance Amendment discusses a cap on "the number of facilities and establishments" in the municipality. We're not proposing adding to the existing cap limit of "establishments", but are simply seeking permission to add 2,000 additional plants to an already-approved establishment. Other communities with similar caps, and similar language, impose those caps on *location* only, as opposed to a limitation on co-located establishments or single establishments with multiple-stacked grows. Our proposal does not transgress the municipal language because it does not increase marijuana locations in the village, and only adds raw plant count to our existing grow facility.

Fee: \$400

Certification

I certify that all statements made above and in attached documents submitted to the Village of Decatur related to this application are true and accurate to the best of my knowledge and that if found to be in error, any decision of the Village based upon the contents of this application may be void.



Applicant's Signature

11-3-2022

Date



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A

DATE: November 7, 2022

SUBJECT: BJ Tregoning, Tree Fig LLC, 413 W Delaware

Action Requested:

It is requested that the Village Council review the following request from BJ Tregoning, Tree Fig LLC, 413 W Delaware, text amendment application, regulatory code.

Background:

The Village of Decatur has adopted Ordinance 2021-001, amending Sec 10-148 and 10-149, capping the number of authorized marihuana facilities, to six (6) total license. The council reviewed this ordinance in November of 2021. Additionally, the Council has also adopted Ordinance 2019-004 Regulation of Recreational Marihuana.

At the October 20, 2022, Planning Commission meeting, the applicant had a site plan review. Several conditional items were discussed and arranged on the conditional approval. The PC approved the application with conditions. One of the outstanding items from the PC was the development of a drive through at the marihuana facility. Ordinance 2019-004 Regulation of Recreational Marihuana Ordinance, Sec 12, specifically addresses, **“Drive-through windows on the premises of a retail center shall not be permitted”**.

Tree Fig LLC has submitted an application to the Village for a text amendment to the ordinance requesting the Village **remove Sec 12 and allow drive-through windows on the premises of a retail center**. At this time staff is looking for direction from the Council to proceed with the text amendment application or provide direction regarding the Ordinance.

Attachments:

BJ Tregoning, Tree Fig LLC, 413 W Delaware

Fee: \$400

OFFICE USE ONLY



Date Rec'd _____

Fee Rec'd _____

Zoning Amendment Application

The amendment sought is for which of the following:

- ☐ map amendment (fill out sections A and C)
☒ text amendment (fill out sections B and C)
☐ both a map and text amendment (complete all sections)

Section A: For Map Amendments

Property Address: _____

80-_____-_____-_____-_____
Parcel ID Number Parcel Size (acres) Current Zoning District

Legal Description: _____

Are there any plat restrictions or easements? If so, please explain _____

Present use of the property _____

Present improvements on the property _____

Property Owners (if different from the Applicant)

Name: _____ Telephone: () _____

Does the title holder know of this application and consent to its submittal? ☐ Yes ☐ No

Applicant's standing (interest) in the amendment request (check one):

☐ Property Owner ☐ Purchaser ☐ Tenant/Lessee ☐ Other Interest

Fee: \$400

The purpose of the rezoning is to use the property as follows:

The applicant requests the property be rezoned to the _____ district.

Does a site plan accompany this application? ☐ Yes ☐ No

Section B: For Text Amendments

Ordinance 2019-004:
Village of Decatur Regulation
of Recreational Marihuana
Ordinance / Section 12 / Line 7

Please identify the section of the zoning ordinance you wish to have amended: _____
The purpose of the rezoning is as follows:

To allow a drive through at the adult use marihuana retail center
we are building at 413 W Delaware St

Please identify how you believe the section should be written:

Remove Line 7 from Section 12 that states: "Drive-through window on the
premises of a retail center shall not be permitted"

Section C: For all Applications

Tree Fig, LLC by BJ Tregoning myrealtorbj@gmail.com 773-418-1232
Applicant's Name Email Telephone Number

413 W Delaware St Decatur, MI 49045
Applicant's Address City, State Zip Code

The Planning Commission and or Village Council will consider the following standards in their decision-making process:

- Will the proposed amendment be in accordance with the basic intent and purpose of this chapter?
- Will the proposed amendment further the comprehensive planning goals of the village?
- Have conditions changed since this chapter was adopted, or was there a mistake in this chapter, that justify the amendment?
- Will the amendment correct an inequitable situation created by this chapter, rather than merely grant special privileges?

Fee: \$400

- Will the amendment result in unlawful exclusionary or spot zoning?
- Will the amendment set an inappropriate precedent, resulting in the need to correct future planning mistakes?
- If a rezoning is requested, is the proposed zoning consistent with the zoning classification of the surrounding land?
- If a rezoning is requested, could all requirements in the proposed zoning classification be complied with in the subject parcel?
- If a rezoning is requested, is the proposed zoning consistent with the trends in land development in the general vicinity of the property in question?
- What is the impact on the ability of the village and other governmental agencies to provide adequate public services and facilities and/or programs that might reasonably be required in the future if the proposed amendment is adopted?
- Does the petitioned district change adversely affect environmental conditions or the value of the surrounding property?

Is there anything you would like the Planning Commission/Village Council to know about how your request complies with these standards? Please use additional paper if necessary.

Please see the page attached to the end of this application.

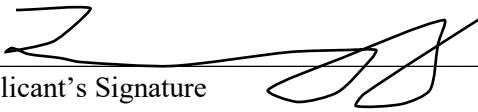
Zoning Amendment Requests

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Fee: \$400

Certification

I certify that all statements made above and in attached documents submitted to the Village of Decatur related to this application are true and accurate to the best of my knowledge and that if found to be in error, any decision of the Village based upon the contents of this application may be void.


Applicant's Signature

10/25/2022

Date

Legal Description:

VILLAGE OF DECATUR, COUNTY OF VAN BUREN, STATE OF MICHIGAN: FROM A POINT ON THE NORTHERLY LINE OF THE MICHIGAN CENTRAL RAILROAD 721.2 FEET SOUTHWESTERLY FROM THE WESTERLY LINE OF MILL STREET, VILLAGE OF DECATUR, MICHIGAN, ACCORDING TO THE 1905 PLAT THEREOF; THENCE NORTHWESTERLY, AT RIGHT ANGLES TO SAID RAILROAD, 354 FEET; THENCE NORTHEASTERLY, PARALLEL WITH THE CENTERLINE OF DELAWARE STREET, SAID VILLAGE OF DECATUR, 241.2 FEET TO POINT OF BEGINNING; THENCE NORTHWESTERLY, AT RIGHT ANGLES, 250 FEET TO THE CENTERLINE OF DELAWARE STREET; THENCE NORTHEASTERLY, IN THE CENTER OF SAME STREET, 80 FEET; THENCE SOUTHEASTERLY, AT RIGHT ANGLES, 250 FEET; THENCE SOUTHWESTERLY 80 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 19, TOWN 4 SOUTH, RANGE 14 WEST

Section 1: Title of Village of Decatur Ordinance 2019-004 states: "The purpose of this ordinance is to regulate recreational marihuana establishments.....The village finds that these activities are significantly connected to the public health, safety, security and welfare of its citizens and it is, therefore, necessary to regulate and enforce safety, security, fire, policing, health, and sanitation practices related to such activities..."

By allowing us to build and use a drive through the village would be increasing public health as there is less interaction between people inside where disease is more easily transmitted, this increases the welfare the citizens of the village and increases the safety and security of all parties as customers wouldn't have to leave their cars to procure their orders.

The State of Michigan does allow for drive through and contactless or limited contact transactions as adopted in 2022 MR 5, effective Mar 7 2022. A copy of which can be found here:

https://www.michigan.gov/cra/-/media/Project/Websites/cra/Laws-Rules-Other-Resources/2019-69_LR_Marihuana_Operations_694521_7.pdf?rev=3064d43fbd542c7bfd599c0630e7872&hash=74ED6914231DB088D14E7DF057167B03

This Administrative rule was adopted by the State of Michigan after the Covid pandemic that started in 2020. It has an entire section devoted to contactless or limited contact transactions. It appears as if the Village of Decatur Ordinance 2019-004 was adopted in 2019 before the pandemic. The pandemic has no doubt changed the way some businesses are run, and the way some consumers choose to shop, which is why we think removing the line requested from the ordinance is appropriate.

We also believe that removing the language prohibiting a drive through is more equitable to all people as it allows a way for physically disabled customers to access our store without the hassle of getting out of their car and going through several doorways to access the sales floor of the building. We don't see it as granting us special privileges, but rather making our business more accessible. This would also allow for other similar marihuana businesses in the village to have a drive through as well.

We don't believe the amendment requested will result in unlawful exclusionary or spot zoning.

We don't believe the amendment requested will result in inappropriate precedent, resulting in the need to correct future planning mistakes.

We are not asking for the property to be rezoned.

We don't believe the amendment requested will impact the village or any other governmental agency to provide public services and facilities and/or programs that might reasonably be required in the future if the proposed amendment is adopted.

We don't believe that the petitioned district change will adversely affect environmental conditions or the value of the surrounding property. The drive through that we will be building

with the business, if granted the proposed amendment, would not include any electronic or amplified speakers. It would not significantly contribute to any change in noise nuisance and would have to be closed by 9pm, per the same Village of Decatur Ordinance 2019-004.

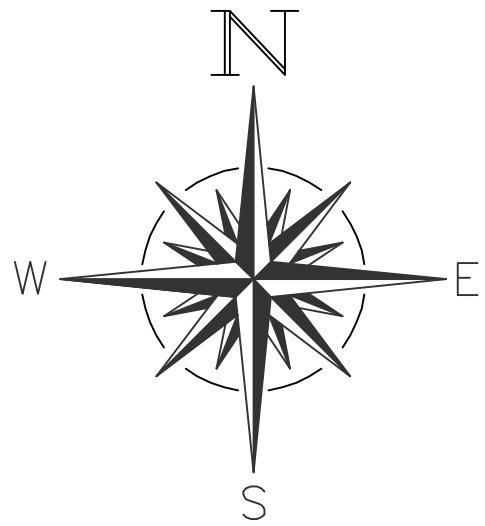
DESCRIPTION:

VILLAGE OF DECATUR, COUNTY OF VAN BUREN, STATE OF MICHIGAN: FROM A POINT ON THE NORTHERLY LINE OF THE MICHIGAN CENTRAL RAILROAD 721.2 FEET SOUTHWESTERLY FROM THE WESTERLY LINE OF MILL STREET, VILLAGE OF DECATUR, MICHIGAN, ACCORDING TO THE 1905 PLAT THEREOF; THENCE NORTHWESTERLY, AT RIGHT ANGLES TO SAID RAILROAD, 354 FEET; THENCE NORTHEASTERLY, PARALLEL WITH THE CENTERLINE OF DELAWARE STREET, SAID VILLAGE OF DECATUR, 241.2 FEET TO POINT OF BEGINNING; THENCE NORTHWESTERLY, AT RIGHT ANGLES, 250 FEET TO THE CENTERLINE OF DELAWARE STREET; THENCE NORTHEASTERLY, IN THE CENTER OF SAME STREET, 80 FEET; THENCE SOUTHEASTERLY, AT RIGHT ANGLES, 250 FEET; THENCE SOUTHWESTERLY 80 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 19, TOWN 4 SOUTH, RANGE 14 WEST.

PARCEL ID# - 80-43-085-031-10

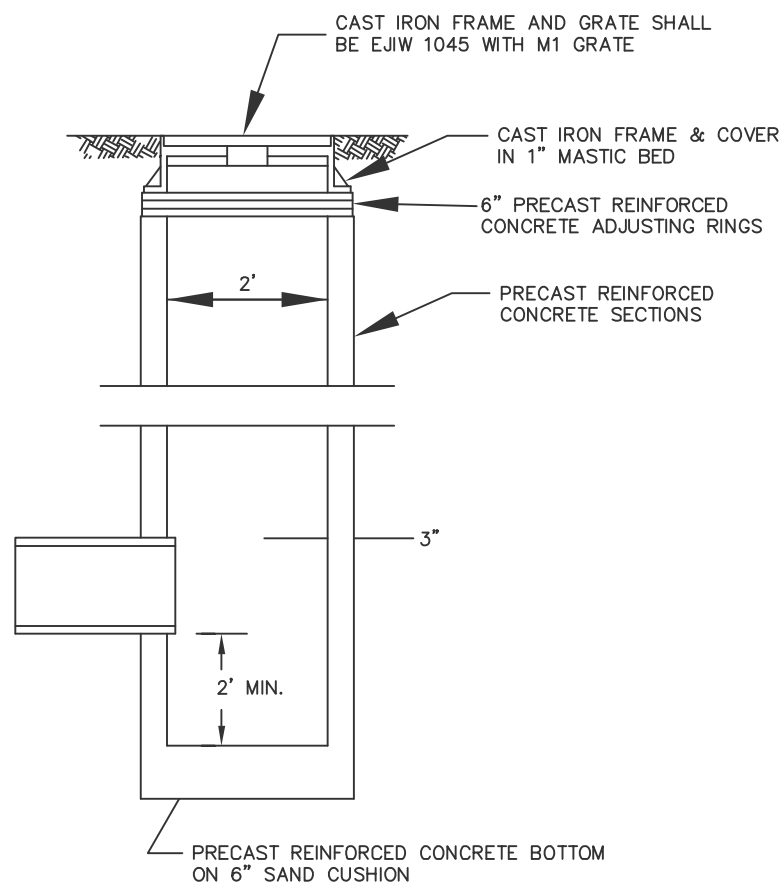
NOTES:

1. PROPERTY ZONED INDUSTRIAL
2. FIRE PROTECTION TO BE APPROVED BY LOCAL FIRE MARSHAL
3. UTILITIES:
 - A. SEWER AND WATER- DECATUR MUNICIPAL SYSTEMS
 - B. ELECTRIC - MIDWEST ENERGY COOPERATIVE
 - C. STORM WATER SYSTEM - ON-SITE WITH 25 YEAR RETENTION PER VBDCD STANDARDS. W/0.064 CFS RELEASE PER ACRE
4. SITE LIGHTING TO BE WALL MOUNTED AND FREE STANDING EXTERIOR LIGHTS TO BE SHIELDED TO DIRECT LIGHT DOWNWARD AND COMPLY WITH SECTION OF THE VILLAGE OF DECATUR ZONING ORDINANCE. LIGHTING TO BE 400W HPS 277 VOLT, DOWN STYP WITH 100% CUTOFF. LIGHTING TO BE MOUNTED TO A 20' STEEL POLE. LIGHTING MOUNTED ON BUILDING TO BE 100W HPS 277 VOLT.
5. PARKING
 - 4 SPACES REQUIRED PER 1,000 GFA
 - TOTAL GFA IS 1348.1 REQUIRING 6 PARKING SPACES
 - TYPICAL PARKING SPACE - 9' x 18'
 - 9 PARKING SPACES PROVIDED
 - 6 PARKING SPACES REQUIRED
6. ALL ROOF DRAINS TO BE PIPED TO STORM COLLECTION SYSTEM
7. BUSINESS SIGN TO BE MOUNTED ON BUILDING AND CONFORM TO VILLAGE OF DECATUR ZONING ORIDANCE.
8. PROPOSED BUILDING TO BE CONNECTED TO EXISTING MUCIPAL SEWER AND WATER SYSTEMS.
9. ALL PROPOSED SPOT ELEVATIONS ARE AT FINISHED PAVEMENT OR CONCRETE GRADE UNLESS NOTED AS T.C.(TOP OF CURB).
10. ALL LOADING/UNLOADING SHALL BE DONE DURING NON BUSINESS HOURS IF TRANSPORT VEHICLE WILL NOT BE ABLE TO FIT IN TYPICAL PARKING SPACE.



LEGEND

- SETBACK
- PROPERTY LINE
- PROPOSED PRIVACY FENCE - VINYL
- EXISTING WATER LINE
- UTILITY POLE
- STREET SIGN
- PROPOSED SANITARY LEAD
- PROPOSED WATER LEAD
- PROPERTY CORNER
- EX. SANITARY MANHOLE
- EXISTING WATER VALVE
- EXISTING ASPHALT SURFACE
- PROPOSED ASPHALT SURFACE
- PROPOSED POLE MOUNTED LIGHT
- DIRECTION OF TRAFFIC
- PROPOSED SPOT ELEVATION
- PROPOSED WALL MOUNTED LIGHTING
- PROPOSED AUTUMN GOLD SENTRY GINKO
- PROPOSED EMERALD GREEN ARBORVITAE



24" CATCHBASIN

STORM WATER DETENTION:
VOLUME REQUIRED = 3,214 cft
VOLUME PROVIDED = 3,516 cft

SEE ATTACHED FOR CALCULATIONS

NOTES:

- 1.) DESIGNED WITH .10' OF FREEBOARD.
- 2.) 25 YEAR DESIGN WITH A RELEASE RATE OF 0.0256 cfs. RELEASE RATE BASED ON 0.064 CFS/ACRE
- 3.) RELEASE RATE BASED ON VAN BUREN COUNTY RETENTION POND DESIGN CALCULATION SPREADSHEET
- 4.) ALL STORM SYSTEM PIPING SHALL BE 12" DIAMETER SMOOTH LINE CPP
- 5.) ALL STORM STRUCTURES SHALL BE 2' DIAMETER INLET STRUCTURES
- 6.) RIP RAP SHALL BE PLACED AT OUTLET TO RETENTION POND

CATCHBASIN SCHEDULE

NO.	DIAMETER	RIM	INVERT
1	24"	779.0	675.5
2	24"	779.2	775.41
3	24"	779.1	775.24
4	24"	779.0	775.17

OUTLET INVERT - 766.00

PIPE SCHEDULE

FROM C.B.	TO C.B.	SIZE	LENGTH	SLOPE
1	2	12"	35'	0.25%
2	3	12"	66'	0.25%
3	4	12"	29'	0.25%
4	OUTLET	12"	54'	17.0%

SETBACKS:
25' FRONT SETBACK
NO SIDE SETBACK ADJACENT INDUSTRIAL ZONING
30' REAR SETBACK

LOT COVERAGE:
TOTAL LOT - 0.459 ACRES
AREA COVERED BY ASPHALT - 0.20 ACRES
AREA COVERED BY STRUCTURES - 0.03 ACRES
% OF LOT COVERED BY STRUCTURES - 6.5%
% OF LOT COVERED BY ASPHALT - 43.6%

PROPERTY OWNER:
TREE FIG LLC
BENJAMIN TREGONING
6818 LEXINGTON AVE
NILES, IL 60714
PHONE - 773.418.1232

MERRITT
MIDWEST INC.

MERRITT-MIDWEST, INC.
CIVIL ENGINEERING • LAND SURVEYING • ARCHITECTURE
13560 76TH STREET
SOUTH HAVEN, MI 49090
PH: 269-637-9205
FX: 269-637-9206

SCALE: 1" = 30'

DATE: 6/2021

REVISIONS: RP

FILE NAME:

TREE FIG LLC
VILLAGE OF DECATUR

SITE PLAN

SHEET 1 OF 2

PROJECT NO. 21-091

REVISIONS: RP

REVISIONS PER DECATUR REVIEW

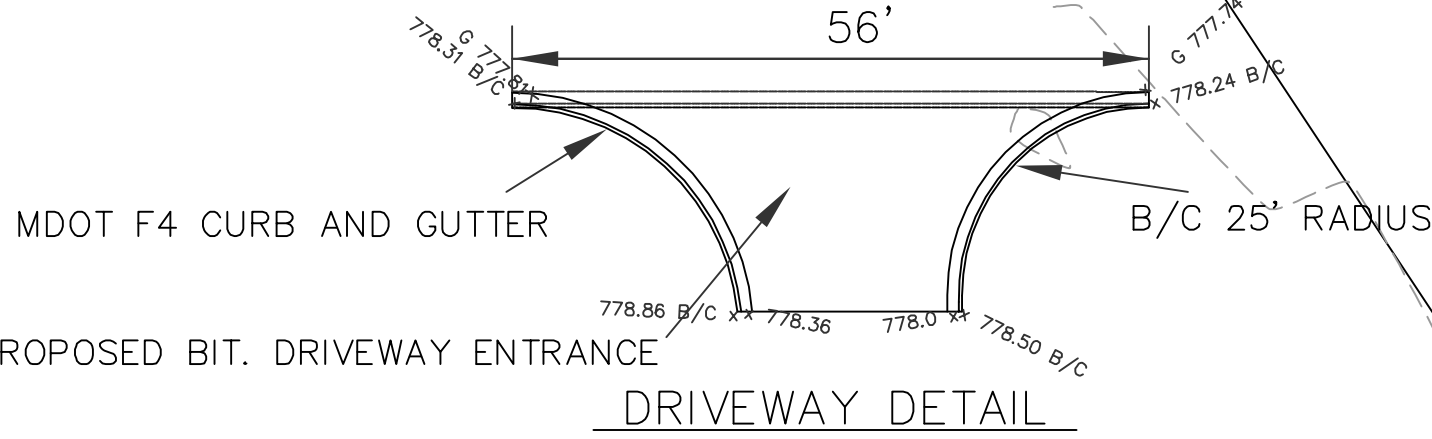
RP

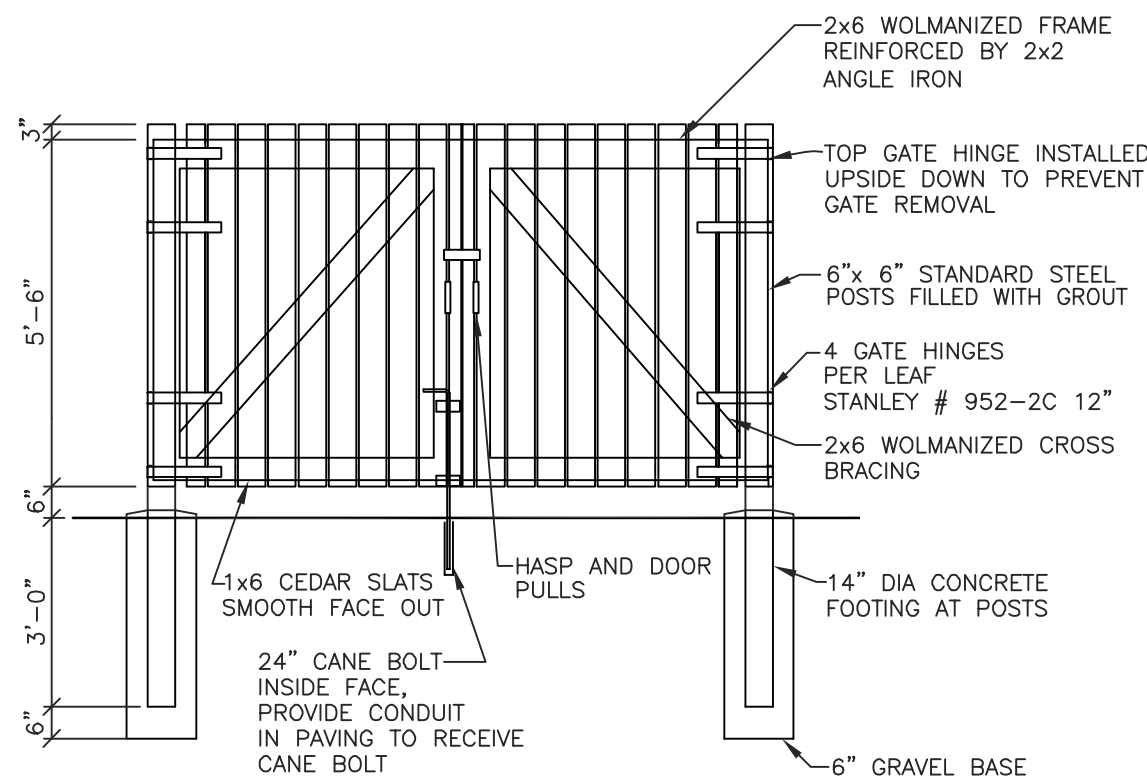
FILE NAME:

MICHIGAN CENTRAL RAILROAD

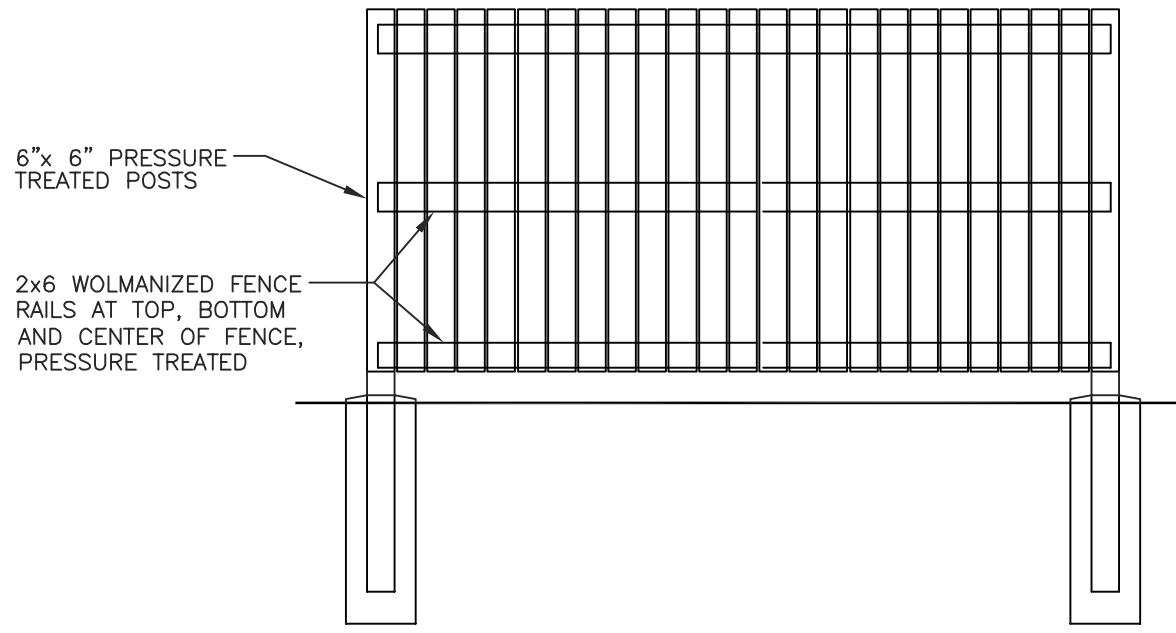
DRIVEWAY ENTRANCE NOTES:

1. DRIVEWAY ENTRANCE SHALL BE TO VAN BUREN COUNTY ROAD COMMISSION STANDARDS.
2. DRIVEWAY APPROACH SHALL BE 12" MDOT CLASS II SAND, 8" MDOT 22A GRAVEL BASE, TOPPED WITH 2" HMA BASE AND 2" HMA TOP COURSE. SEE DETAIL.
3. THERE IS NO EXISTING GRAVEL SHOULDER AT PROPOSED DRIVE LOCATION
4. NO OTHER UTILITIES OR TREES IN WAY OF PROPOSED DRIVEWAY.
5. THERE IS NO DITCH AT PROPOSED DRIVEWAY LOCATION.





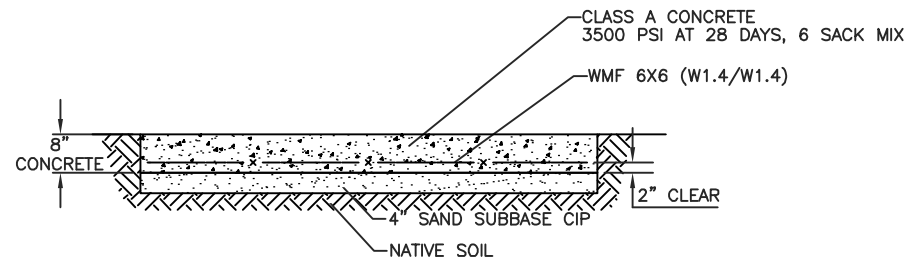
FRONT GATE ELEVATION



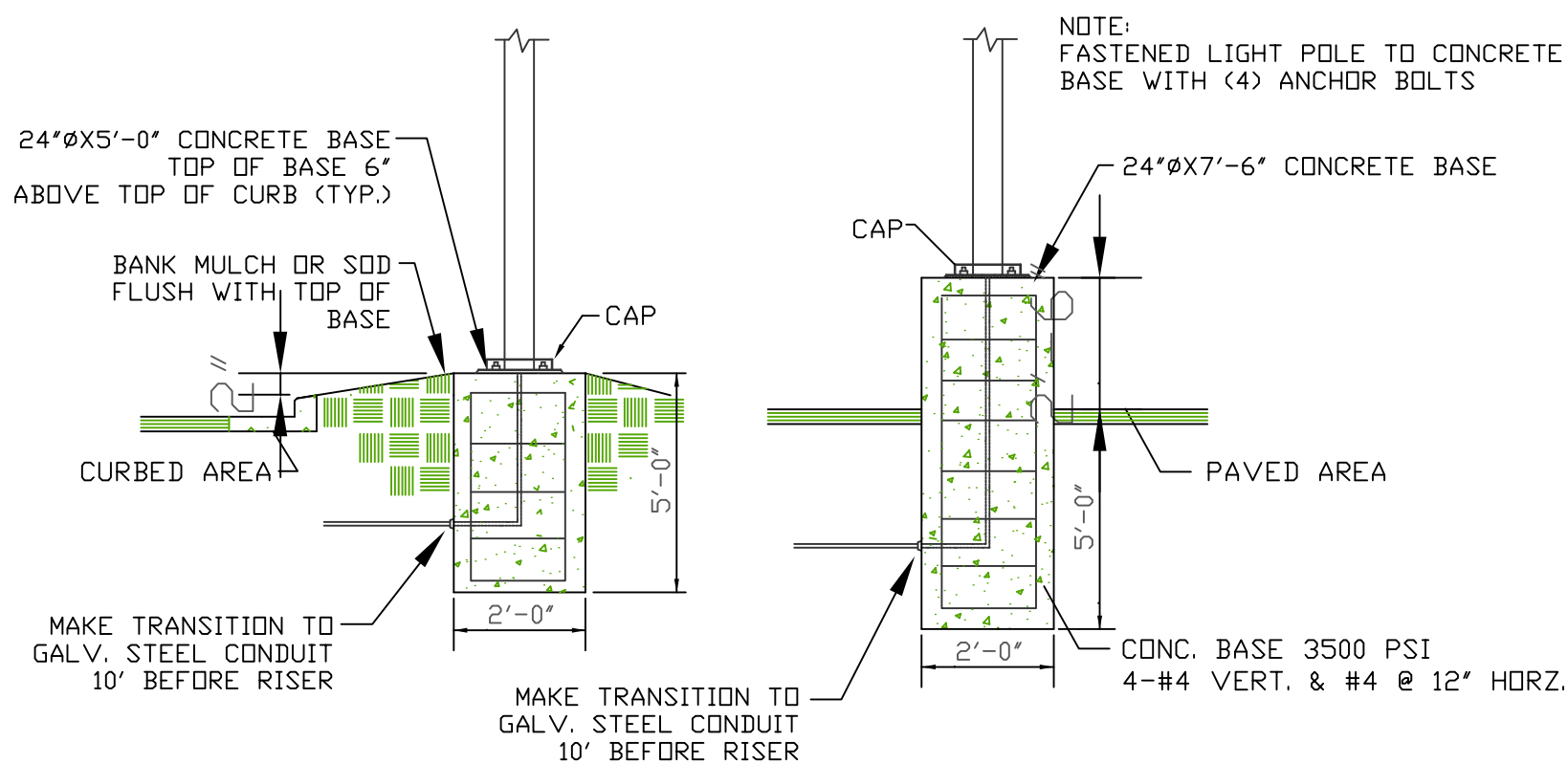
SIDE ELEVATION

WOOD DUMPSTER ELEVATIONS

NOT TO SCALE
NOTE: VINYL FENCING MAY BE USED

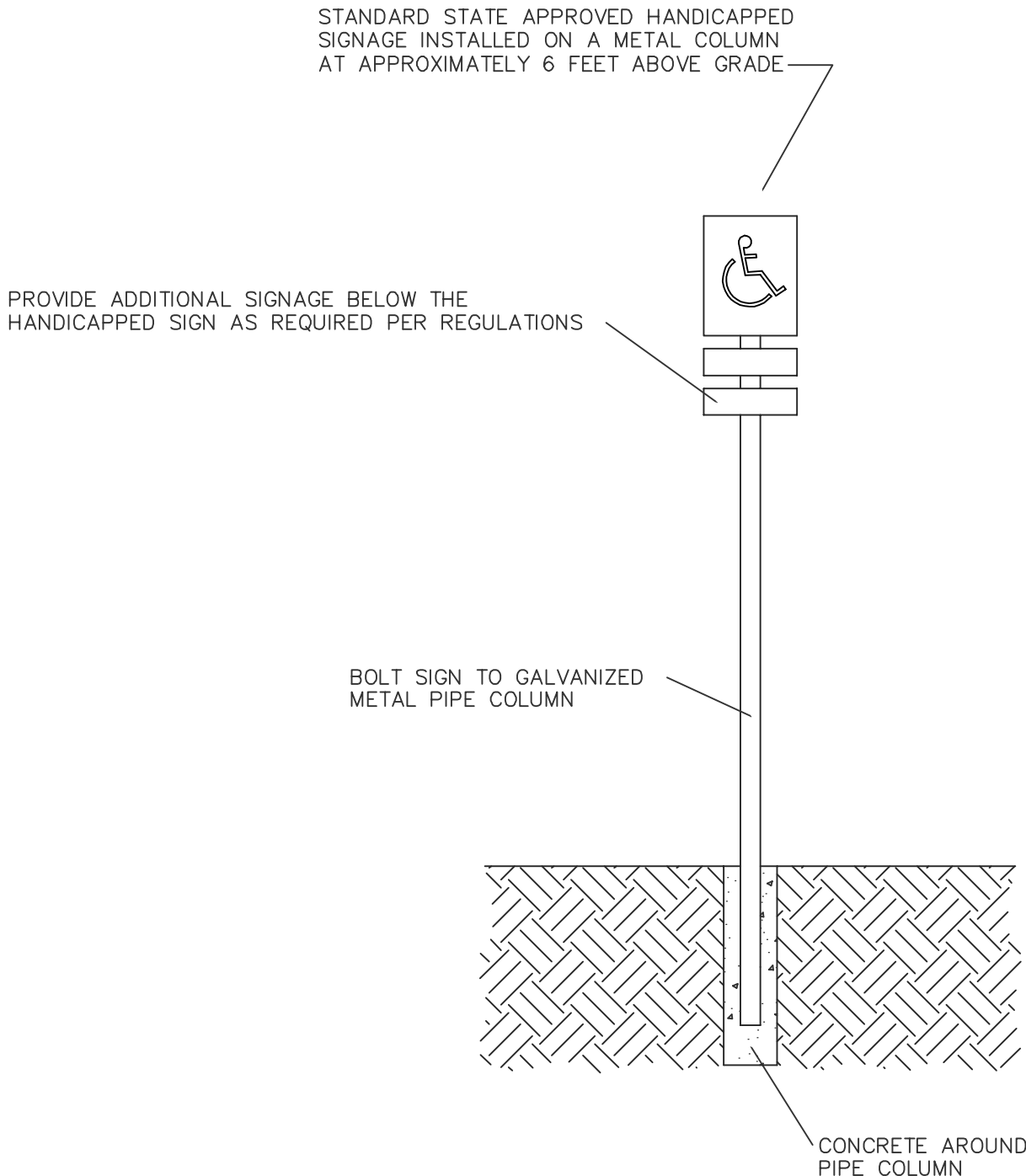


DUMPSTER PAD
NOT TO SCALE



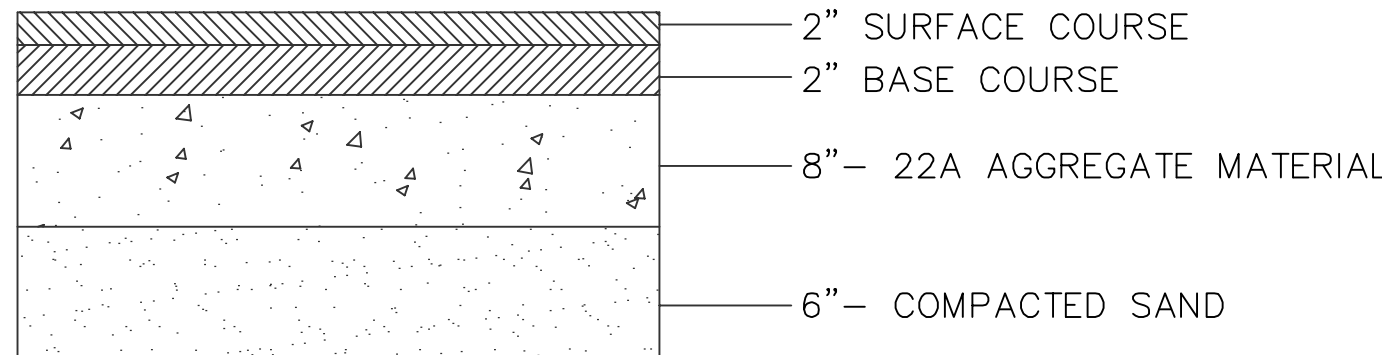
LIGHT POLE @ SODDED AREAS & PARKING LOT CURBED LOCATIONS
LIGHT POLE IN PARKING LOT @ PAVING OR NON-CURBED LOCATIONS

LIGHT POLE DETAILS

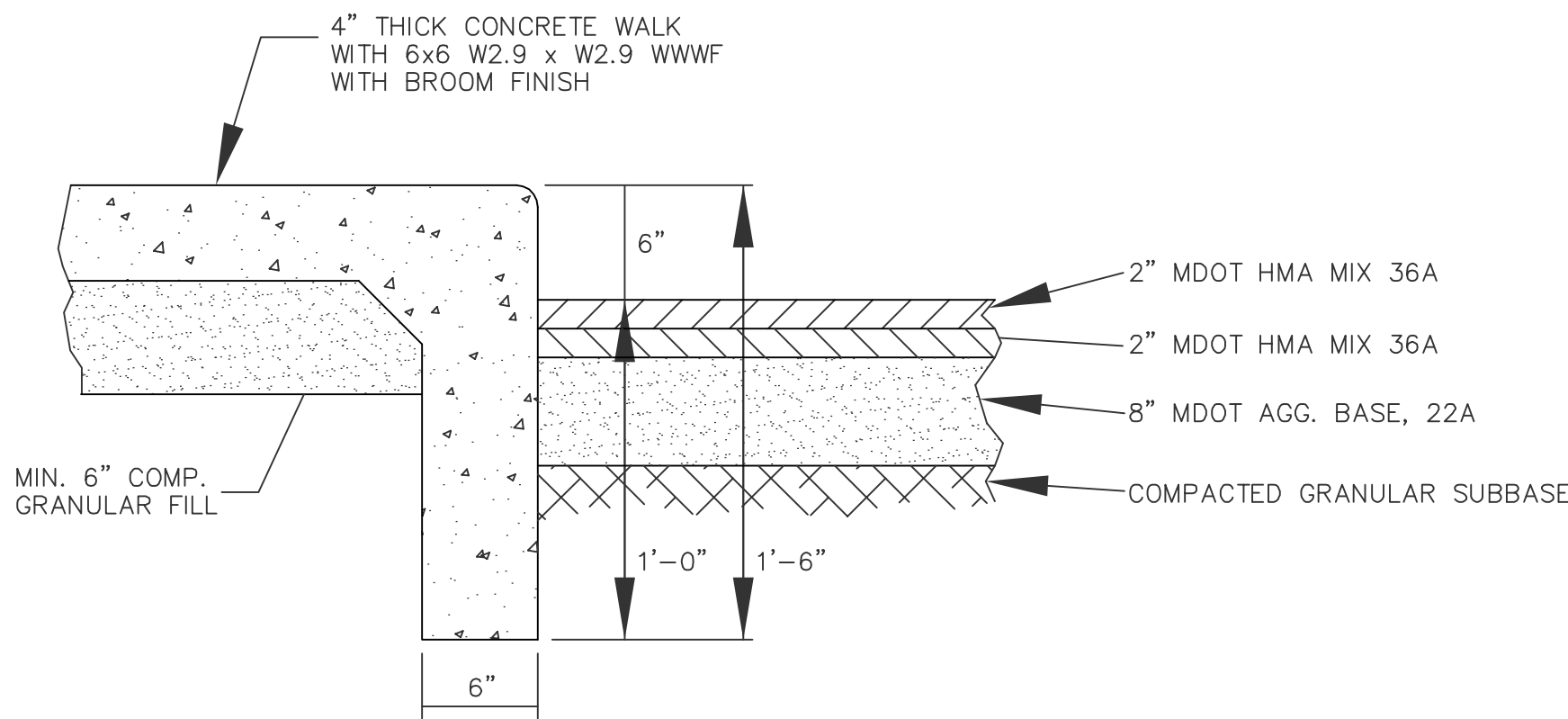


HANDICAP SIGNAGE

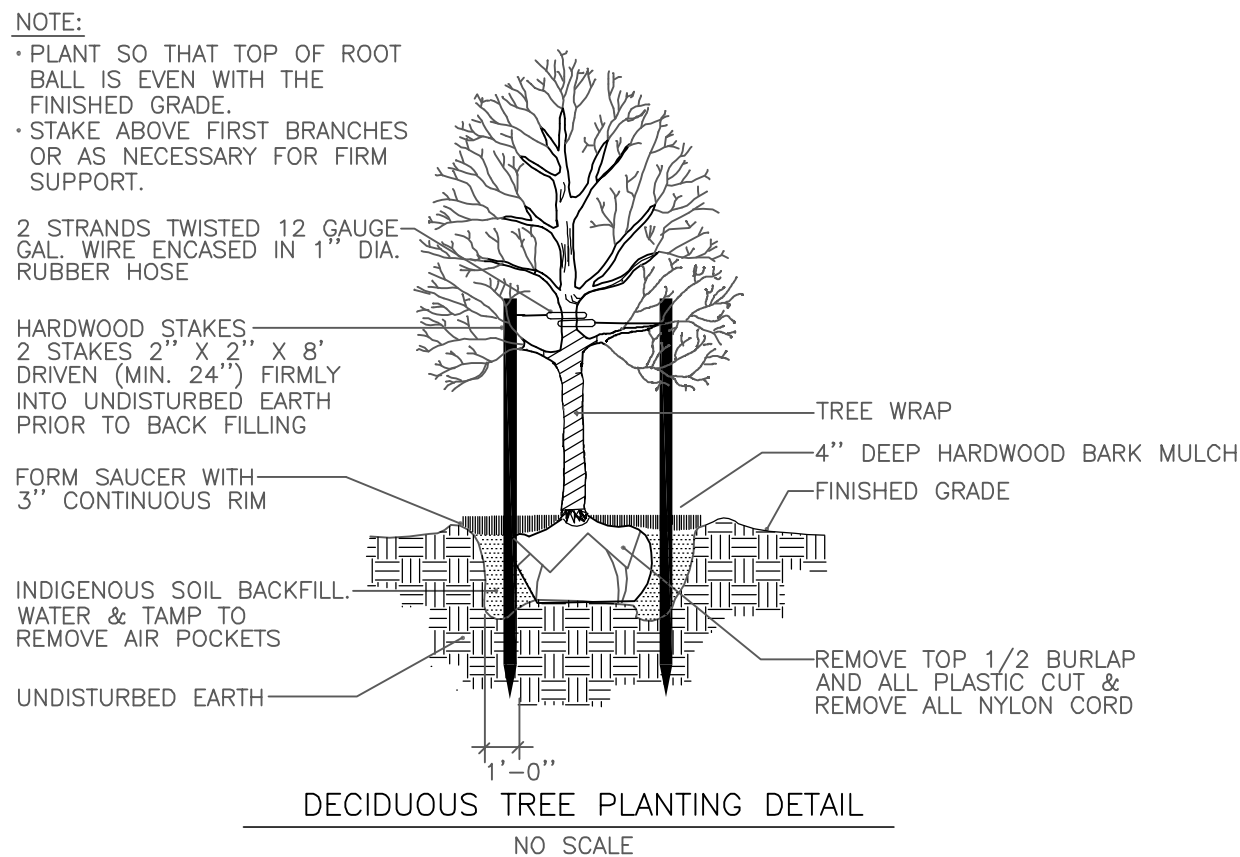
TO BE PLACED AT EVERY HANDICAP SPACE



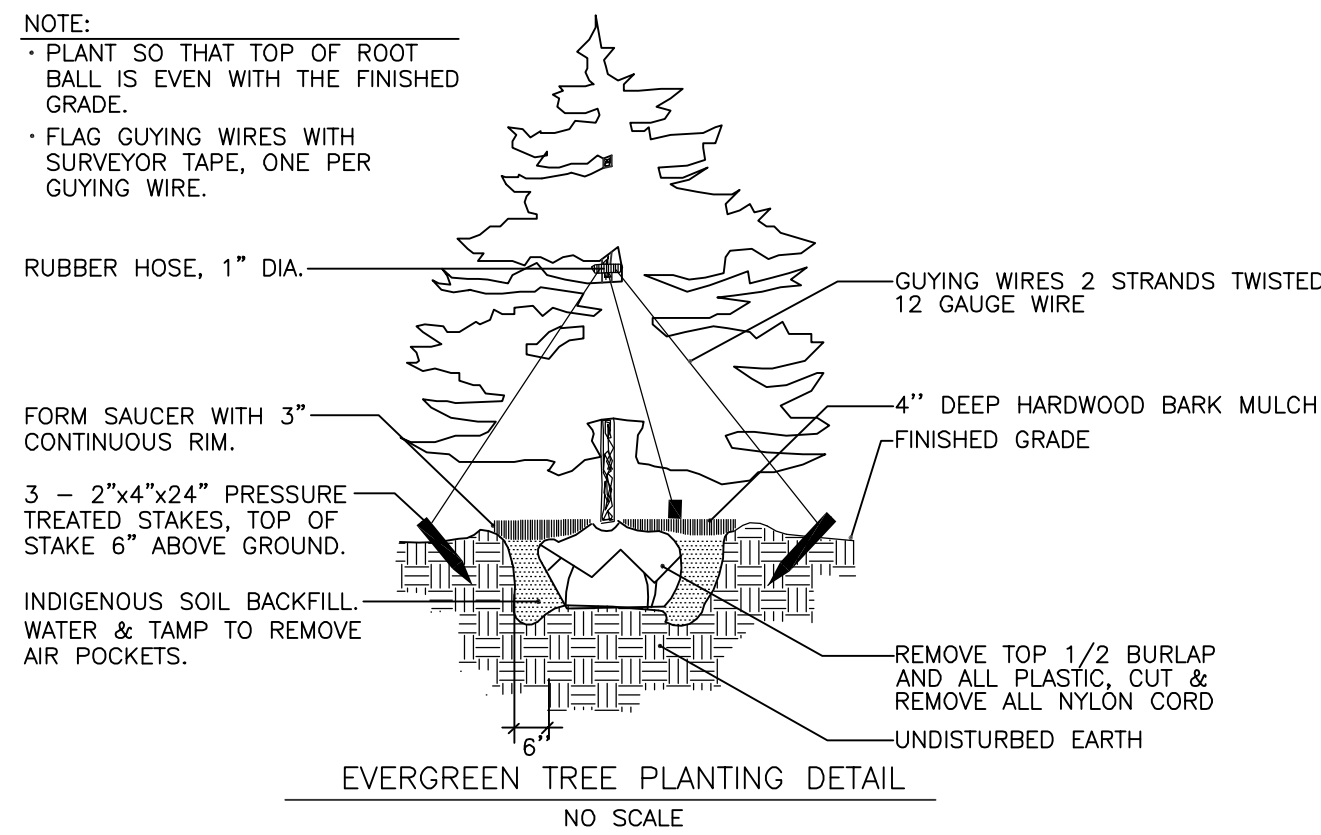
PAVEMENT DETAIL



BITUMINOUS PAVEMENT, SIDEWALK



DECIDUOUS TREE PLANTING DETAIL
NO SCALE

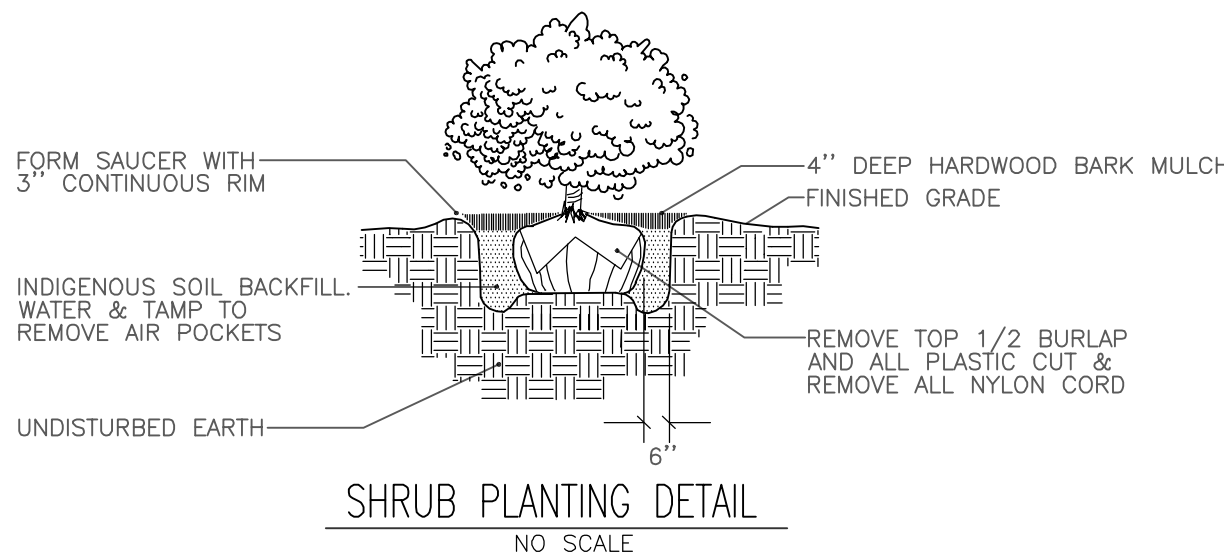


EVERGREEN TREE PLANTING DETAIL
NO SCALE

PLANT NOTES:

1. PLANT MATERIALS SHALL BE SOUND, HEALTHY, VIGOROUS, FREE FROM PLANT DISEASES AND INSECTS OR THEIR EGGS, AND SHALL HAVE NORMAL, HEALTHY ROOT SYSTEMS. CALIPER MEASUREMENTS SHALL BE TAKEN 6" ABOVE THE GROUND LEVEL. ALL OTHER MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z-60.1 1996).
2. PLANTING POCKETS SHALL BE DUG SO THAT THE POCKET DIAMETER IS A MINIMUM OF 24" LARGER THAN THE ROOT BALL AND THE SIDES OF POCKET ARE VERTICAL AND FRACTURED. INDIGENOUS SOILS SHALL BE TAMPED AND WATERED DURING BACK FILLING PROCEDURE. PLANTING POCKETS SHALL BE NO DEEPER THAN THE HEIGHT OF THE ROOT BALL. SAUCER SHALL BE MADE ON THE EDGES OF PLANTING POCKET.
3. TREES SHALL BE GUYED WITH TWO STRANDS TWISTED OF 12 GAUGE GALVANIZED WIRE. PROTECT THE TREE TRUNK WITH HOSE OR OTHER ACCEPTABLE MEANS. GUY TO TWO HARDWOOD 2"x 2"x 8' POSTS, DRIVEN 2' DEEP IN UNDISTURBED SOIL.
4. MULCH SHALL BE GROUND OR SHREDDED HARDWOOD BARK, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF PLANTING BEDS AND INDIVIDUAL TREE PLANTINGS.
5. TREES SHALL BE MULCHED WITH MIN. 4" DEEP HARDWOOD BARK MULCH 30" DIAMETER CIRCLE AROUND THE TREE.
6. SHRUBS SHALL BE MULCHED IN BEDS ACCORDING WITH THE DETAIL ON THIS SHEET. MULCH SHALL BE MIN. 4" DEEP HARDWOOD BARK. SEE LANDSCAPE PLAN FOR LOCATION OF PLANTING BEDS. SEE PLANTING DETAILS FOR INDIVIDUAL PLANTINGS.
7. PLANTS SHALL BE GUARANTEED FOR ONE COMPLETE GROWING SEASON (12 MONTHS). DEAD MATERIALS SHALL BE REPLACED AS NEEDED PRIOR TO THE EXPIRATION OF THE GUARANTEE PERIOD, IN ACCORDANCE WITH THE LOCAL ORDINANCE REQUIREMENTS.
8. CONTRACTOR SHALL PROVIDE IN WRITING A LIST OF RECOMMENDED MAINTENANCE PROCEDURES FOR THE FIRST GROWING SEASON.
9. REMOVE TOP 1/2 OF BURLAP ON ROOT BALL OR ALL IF WRAPPED IN PLASTIC COVERING AND/OR ALL NYLON CORD.
10. PLANT MATERIALS SHALL BE USED IN COMPLIANCE WITH THE PROVISIONS OF THE LOCAL ORDINANCE AND SHALL BE NURSERY GROWN, FREE OF PESTS AND DISEASES, HARDY IN THIS COUNTY, IN CONFORMANCE WITH THE STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN, AND SHALL HAVE PASSED INSPECTIONS REQUIRED UNDER STATE REGULATIONS. IN ADDITION, PLANT MATERIALS SHALL CONFORM TO THE STANDARDS OF COUNTY COOPERATIVE EXTENSION SERVICE, A COPY OF WHICH SHALL BE KEPT ON FILE WITH THE PLANNING OFFICIAL.

OF THE FIRST LIMBS AND THE TRUNK. OVERLAP HALF OF EACH SPIRAL WRAP TO FORM A DOUBLE WRAPPING. SECURE WRAPPING WITH TRINE. DO NOT WRAP SPECIES SUBJECT TO BORERS.



SHRUB PLANTING DETAIL
NO SCALE

MERRITT MIDWEST INC.		TREE FIG LLC	
MERRITT MIDWEST, INC.		VILLAGE OF DECATUR	
CIVIL ENGINEERING • LAND SURVEYING • ARCHITECTURE		DETAIL SHEET	
13560 76TH STREET SOUTH HAVEN, MI 49090 PH: 269-637-9205 FX: 269-637-9206		SHEET 2 OF 2 SHEETS	PROJECT NO. 21-091
NO SCALE		10/1/22 RP	REVISIONS PER DECATUR REVIEW RP



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A

DATE: November 7, 2022

SUBJECT: Request to approve amendments to local street contact Rieth – Riley Construction

Action Requested:

It is requested that the Village Council approve amendments to local street contact Rieth – Riley Construction for improvements to Mason, Champion, South and Maple Street.

Background:

The annual Appropriation Bill FY 23 adopted by the Village Council in February 2022. The Village Council approved capital improvement projects (pg. 27) for the calendar year 2022. One of those projects listed was the local street improvement projects to resurface; Mason, Champion, South and Maple Street.

Upon the start of construction, it was discovered the above local streets were not constructed appropriately in the very beginning of the road placement. The local streets did not have adequate gravel and sand foundations under the asphalt. This obstacle was not caused by the contractor, nor would this have been foreseen during the bid estimate.

Thankfully the construction company was able to offer solutions to the Village to correct the streets. The amendment to the project will increase the project cost \$60,000 which includes 5,000 square yards of gravel along with additional time & materials. At this time, a budget amendment is not required due to the cancellation of the S. George Street project.

Attachments:

Amendments

From: Eric Green <egreen@rieth-riley.com>
Sent: Tuesday, October 18, 2022 7:01 AM
To: Christopher Tapper <ctapper@decaturmi.us>; Jim Ebeling <jebeling@decaturmi.us>
Subject: RE: Decatur Streets, undercutting

My subcontractor that's doing the undercutting and grading says he plans to get out there this week. He first had to wait for the Miss Dig to clear, then he didn't want to open anything up in this wet weather. He's supposed to get with me today to confirm the schedule. It should take him only two or three days to do his work and we should be paving right after that. Sorry for the delay



From: Christopher Tapper <ctapper@decaturmi.us>
Sent: Monday, October 17, 2022 4:29 PM
To: Eric Green <egreen@rieth-riley.com>; Jim Ebeling <jebeling@decaturmi.us>
Subject: Re: Decatur Streets, undercutting

CAUTION: This email originated from outside Rieth-Riley Construction.
Do not click links or open attachments unless you recognize the sender and know the content is safe.
- Helpdesk

Greeting's Eric,

Wanted to reach out to you today to found out about timeline.

Thank you
CT

From: Christopher Tapper <ctapper@decaturmi.us>
Sent: Friday, October 7, 2022 12:43 PM
To: Eric Green <egreen@rieth-riley.com>
Subject: Re: Decatur Streets, undercutting

Eric,

Please proceed. Thank you for the updates.

Christopher Tapper
Village Manager
Village of Decatur

From: Eric Green <egreen@rieth-riley.com>
Sent: Friday, October 7, 2022 12:42 PM

To: Christopher Tapper <ctapper@decaturmi.us>

Subject: RE: Decatur Streets, undercutting

Chris,

Just got the price back from my dirt contractor. We're figuring around 5,000 square yards that needs to be repaired. To undercut 6" and place 22A Gravel will cost ~\$57,000.00. Rieth-Riley typically gets ~5% on top of our subcontractors, so the total price will be ~\$60,000. Let me know how you want to proceed.

Thanks,



From: Christopher Tapper <ctapper@decaturmi.us>

Sent: Wednesday, October 5, 2022 1:43 PM

To: Eric Green <egreen@rieth-riley.com>

Cc: Jim Ebeling <jebeling@decaturmi.us>; Tim Shroyer <tshroyer@decaturmi.us>

Subject: Re: Decatur Streets, undercutting

CAUTION: This email originated from outside Rieth-Riley Construction.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Helpdesk

Eric,

Thank you for the heads up. I received a call this morning from one of your staff members regarding these issues. I apologize I cannot remember the gentleman's name.

I did make a trip out there just a little bit ago, and you are right, it looks to be historically a problem. I trust the recommendations you offer will be sufficient. Please proceed with the recommendations. If at all possible, please provide an amendment/add on to the cost estimate and I will approve the added t&m.

Thank you

Christopher Tapper
Village Manager
Village of Decatur

From: Eric Green <egreen@rieth-riley.com>

Sent: Wednesday, October 5, 2022 1:33 PM

To: Christopher Tapper <ctapper@decaturmi.us>

Subject: Decatur Streets, undercutting


Chris,

RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

PROPOSAL

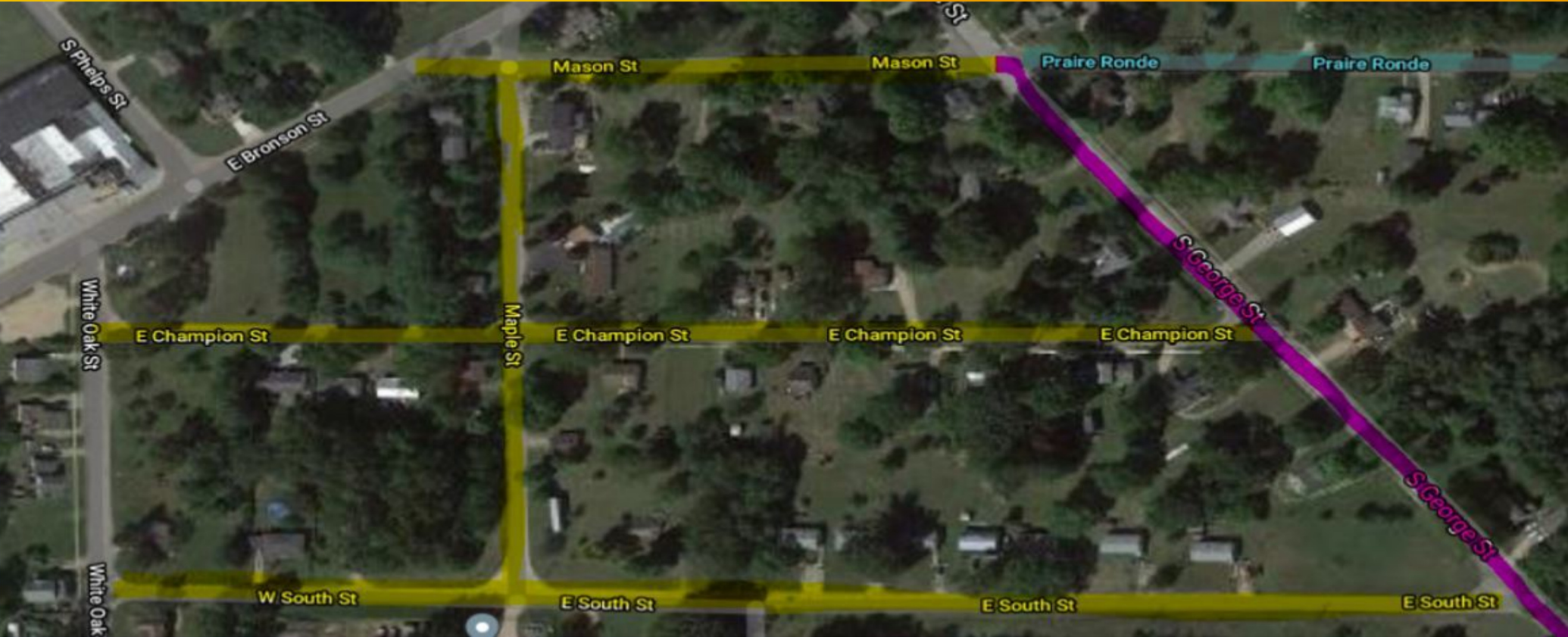
Date: 11/15/21

Job Name: George Street / Prairie Ronde Road		Job Location: Decatur, MI			
Proposal Submitted To		Owner Information			
Name: Christopher Tapper Company: Village of Decatur Address: City/St/Zip: Phone: Fax: Mobile: Email: ctapper@decaturmi.us		Name: Company: Address: City/St/Zip: Phone: Fax: Mobile: Email:			
Rieth-Riley Construction Co., Inc. ("Contractor") submits to Owner/General Contractor ("Customer") this Proposal based on plans and specifications prepared by _____ and dated _____ and the following addenda, if any: _____.					
Item #	Description	Quantity	Units	Unit Price	Total
Option #1, Surface Milling					
10	Cold Milling HMA Surface, 1½"	6,930	Syd	\$1.60	\$11,088.00
20	HMA 5E1, 1½"	6,930	Syd	\$7.70	\$53,361.00
					\$64,449.00
Option #2, Full Depth Replacement					
30	HMA Surface Rem, 4"	6,930	Syd	\$2.00	\$13,860.00
40	Fine Grading	6,930	Syd	\$0.80	\$5,544.00
50	HMA 4E1, 2½"	6,930	Syd	\$10.40	\$72,072.00
60	HMA 5E1, 1½"	6,930	Syd	\$7.70	\$53,361.00
					\$144,837.00
Mason Street - 1,080 Syd Maple Street - 1,920 Syd South Street - 3,600 Syd Champion Street - 2,960 Syd					
** This proposal is valid only for 30 days from the date quoted **					
- Price based on one mobilization - Restoration & Shoulders beside new asphalt by others - Engineering & staking by others. Permits NOT included - Striping & signs NOT included					
- Dr Structure & Water Box adjustment NOT included. - Rieth-Riley cannot guarantee proper drainage if slope is less than 1% - Areas are estimated. Actual areas worked will be billed - Any unstable subgrade encountered will be repaired on a T&M basis					
THIS PROPOSAL SHALL REMAIN VALID ONLY FOR 15 DAYS FROM THE ABOVE PROPOSAL DATE.				SALES TAX INCLUDED YES	
THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT.				RIETH-RILEY CONSTRUCTION CO., INC.	
By: _____ (Eric R. Green, Estimator)					
ACCEPTANCE OF PROPOSAL					
I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS & CONDITIONS ON THE REVERSE SIDE, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.					
By:  (Authorized Signature)				(Date Signed) _____	
				(Printed Name & Title) _____	

TELEPHONE: (269) 926-1111 • FAX: (269) 926-4012

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Tentative Schedule

October 5-6.....Milling
October 7-8.....Grading
October 9-11.....Paving

Streets


Mason St.
W. and E. Champion St.
W. and E. South St.
Maple St.

Road Construction Project







RIETH-RILEY
100% Employee Owned



Address
114 N. Phelps
Decatur, MI 49045

Village Hall Hours:
9 a.m.- Noon &
1-5 p.m., Mon-Fri

Need Help?
269.423.6114
Follow us  



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Planning Commission
REVIEWED BY: Christopher Tapper, Village Manager
DATE: November 2, 2022

SUBJECT: Planning Commission Recommendation: Conditional Rezoning – 550 W. Edgar Berger Blvd.

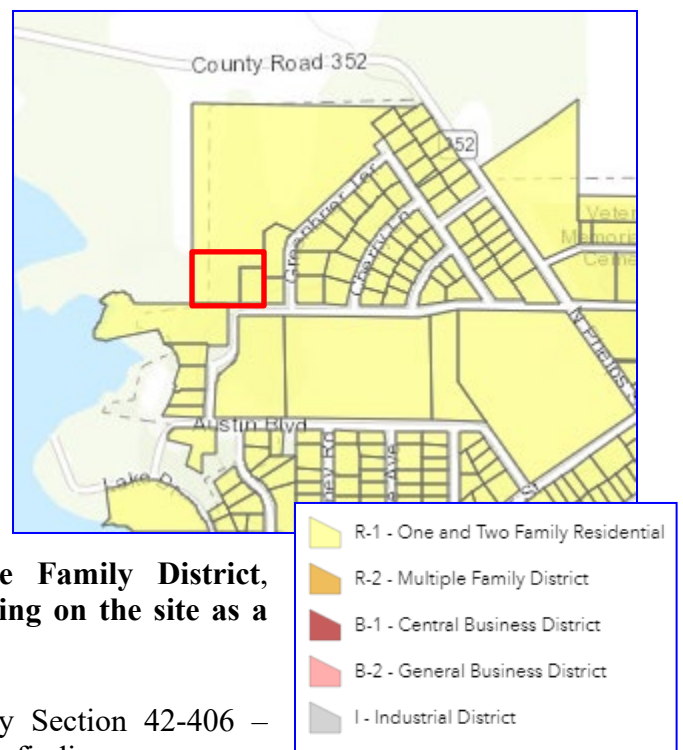
The Village of Decatur Planning Commission **recommends Village Council approval** of the proposed Conditional Rezoning submitted for public hearing before the Commission at its meeting on **October 20, 2022**. Specifically, the following Conditional Rezoning is recommended for approval:

1. Amendment to the Village of Decatur Zoning Map, as made part of the Village of Decatur Zoning Ordinance by Section 42-50 thereof, to rezone the southern 3.21 acres of the subject site (Combined Parcel # 80-43-081-038-00 – 0.7 acres - 550 W. Edgar Berger Blvd and Parcel # 80-43-085-013-10 – 19 acres) from the **R-1 One- and Two-Family Residential District** to the **R-2 Multiple Family District, conditioned upon use of the existing dwelling on the site as a ‘Care Home’**.

The recommendation for approval is authorized by Section 42-406 – Conditional Rezoning and is based upon the following findings:

- The proposed conditional rezoning and occupancy of the existing dwelling by a ‘care home’ is consistent with the existing and planned zoning/land use pattern in the area.
- The proposed conditional rezoning occupancy of the existing dwelling by a ‘care home’ will not significantly alter the existing status of the property, nor its related impact on traffic or public facilities.

Zoning Map





Village of Decatur
114 N Phelps Street
Decatur, MI 49045

- Conditioning the proposed rezoning to use of the subject property (and the existing home on the site) to a 'care home' will not result in an inconsistent or inequitable situation with the surrounding R-1 zoning.
- The proposed conditional rezoning will facilitate occupancy of an existing vacant dwelling . . where the special land use permit/site plan review process will address compliance with all applicable zoning requirements.
- Rezoning the subject property from the R-1 District to the R-2 District with the proposed use condition (based in part on the existing conditions of the property) makes similar rezoning requests in the future unlikely.

CONDITIONAL REZONING AGREEMENT

THIS CONDITIONAL REZONING AGREEMENT (the “Agreement”) is made as of the Effective Date, as defined below, by and between 550 W. Edgar Bergen Blvd., LLC, a Michigan limited liability company with a registered address of 2425 S. 11th St., Ste. A, Kalamazoo, MI 49009 (“Developer”), and BS Properties, LLC, a Michigan limited liability with a registered address of 45667 M-51 Highway, Decatur, MI 49045 (“Owner”), and the Village of Decatur, located at 114 N. Phelps Street, Decatur MI 49045 (the “Village”).

RECITALS

WHEREAS, the Owner is currently the fee owner of real property in the Village known as Tax I.D. No. 80-43-081-038-00 and Tax I.D. No. 80-43-085-013-10, as legally described on the attached **Exhibit A** (collectively, the “Property”).

WHEREAS, the Developer has entered into a Purchase Agreement with the Owner for the purchase of the Property and the Developer intends to improve the Property for operation of a care home, as that term is defined by the Village of Decatur Zoning Ordinance (the “Zoning Ordinance”).

WHEREAS, to facilitate the purchase and the operation of the Property as a care home, the Developer desires to have the Property rezoned from R-1 One and Two Family Residential to R-2 Multiple Family.

WHEREAS, the Developer has voluntarily offered in writing to enter into this Agreement consistent with Section 405 of the Michigan Zoning Enabling Act, P.A. 110 of 2016, as amended (MCL 125.3405).

WHEREAS, this Agreement is made by the Village pursuant to the authority granted to the Village under MCL 125.3405.

WHEREAS, on *[Thursday, October 22, 2022]*, the Village Planning Commission held a Public Hearing and voted to recommend approval of the Conditional Zoning Agreement for Conditional Rezoning based upon this Agreement.

WHEREAS, on *[Monday, November 7, 2022]*, the Village Council voted to approve and accept the offer of the Developer to enter into this Conditional Zoning Agreement.

NOW, THEREFORE, in consideration of the premises and rights reserved, herein, and in order to accomplish the forgoing purposes, the undersigned hereby agree:

1. Rezoning. The Village agrees to rezone the Property from R-1 One and Two Family Residential to R-2 Multiple Family as set forth in the Village Zoning Ordinance.

2. Condition Subsequent to Rezoning.: The rezoning granted pursuant to this Agreement is subject to the following conditions: The Property may be developed and operated as a care home and for no other purpose.

3. Compliance with Conditions. After the approval of this Agreement, the Developer shall apply to the Village Planning Commission for a special use permit for the operation of the operation of a care home on the Property, and the Planning Commission shall review such application pursuant to the standards in the Zoning Ordinance. If the Developer fails to obtain a special use permit within 12 months from the date of this Agreement, fails to develop the care home use within 36 months from the date of this Agreement, or at any point ceases operation of a care home use on the Property, the Property shall revert back to the R-1 One- and Two-Family Residential zoning classification upon written notice sent to the Developer by the Village.

4. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the matter set forth herein, and there are no representations, warranties, covenants, or obligations except as set forth herein. This Agreement supersedes all prior contemporaneous agreements, understandings, negotiations statements and discussion, written or oral, of the parties hereto, relating to the matters contemplated by the Agreement.

5. Modification. The terms of this Agreement shall not be modified, amended or altered, except by written agreement duly executed by the Developer, the Owner, if applicable, and the Village as authorized by Village Council, after a public hearing and notification of abutting property owners and tenants as required by the Michigan Zoning Enabling Act, P.A. 110 of 2006.

6. No Waiver. The failure of any party to complain or enforce of any actor omission on the part of another party, no matter how long the same may continue, shall not be deemed to be an acquiescence or waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, or any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision of this agreement. If any action by any party shall require the consent or approval of another party(ies), such consent or approval of such action shall not be deemed a consent to or approval of any other provision of this agreement.

7. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

8. Notice. Notice shall be deemed as given hereunder upon personal delivery to the addresses set forth below, or if properly addressed, one (1) day after depositing such notice, with postage prepaid, in a United States mailbox or one (1) day after depositing such notice in the custody of a nationally recognized overnight delivery service. Notice shall be deemed properly addressed if sent to the respective addresses first stated above.

9. Counterparts. The parties agree that this Agreement may be executed by facsimile

or in counterparts, and that all counterparts together, with or without facsimile signatures, shall constitute one integrated agreement and be deemed an original document.

10. Recording. This document shall be recorded with the Van Buren County Register of Deeds Office. This document shall run with the land and shall be binding upon the Owner, the Developer, and any future successors in title to the Property.

IN WITNESS WHEREOF, the undersigned has executed this **CONDITIONAL REZONING AGREEMENT** on the date first above written.

[Signatures on Next Page]

DEVELOPER

50 W. Edgar Bergen Blvd., LLC, a Michigan
limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2022, by _____
who appeared before me and acknowledged signing this document on behalf of the Developer

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____

OWNER

BS Properties, LLC, a Michigan limited liability
company

By: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2022, by _____
who appeared before me and acknowledged signing this document on behalf of the Owner

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____

VILLAGE

Village of Decatur, a Michigan municipal corporation

By: _____
Ali Elwaer, President

By: _____
Megan Duncan, Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF VAN BUREN)

The foregoing instrument was acknowledged before me on _____, 2022, by Ali Elwaer and Megan Duncan, who appeared before me and acknowledged signing this document on behalf of Village of Decatur.

Notary Public, _____ County, Michigan
Acting in Allegan County
My commission expires: _____

Drafted By:
Nicholas Curcio (P75824)
CURCIO LAW FIRM PLC
16905 Birchview Drive
Nunica, MI 49448

When Recorded Return To Developer

EXHIBIT A
PROPERTY LEGAL DESCRIPTIONS

[Insert Descriptions from Last Deed]



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A

DATE: November 7, 2022

SUBJECT: Request to approve amendments to Employee Handbook

Action Requested:

It is requested that the Village Council approve amendments to the Employee Handbook dated, November 7, 2022

Background:

At the Village Council meeting, September 6, 2022. The Village Council approved the Ad-Hoc Committee to review the Village of Decatur, employee handbook.

Staff and the Committee met to discuss and review the employee handbook. Comments and suggestions were offered from the Committee, which are reflected in the attachment.

Staff along with Village Attorney has performed a review of the employee handbook dated 2016. One of the projects listed as priority of the Village Council was for staff to review and update the handbook. Staff has allowed opportunities for Department Heads, along with the Council, to provide insights into specific sections which were outdated. A few sections to note; Comp Time pg. 37, Paid and Unpaid Leave pg. 43, Parental Leave pg. 51 and Hiring and Employment pg. 4.

Attachments:

Decatur Employee Handbook – November 2022

PERSONNEL MANUAL



Village of Decatur, Michigan

November 7, 2022

VILLAGE OF DECATUR

PERSONNEL HANDBOOK

TABLE OF CONTENTS

INTRODUCTION.....	1
Welcome and Mission Statement	1
Purpose of this Handbook	1
Application of this Handbook	1
Distribution and Revisions	2
Village Government and Organization.....	2
HIRING AND EMPLOYMENT	4
At-Will Employment	4
Equal Employment Opportunity	4
Discrimination and Harassment-Free Workplace Policy.....	5
Disability Act Requirements.....	7
Immigration Law and the Immigration Reform and Control Act of 1986 (IRCA) ...	7
Application for Posting Opening	7
Nepotism or Conflict of Interest	7
Background Reports: Ongoing Review and Validation	8
Orientation Period.....	8
Anniversary Date	9
Outside Employment	9
Access to Personnel Files	10
Social Security Number Privacy Policy.....	10

Performance Evaluations	11
Disciplinary Procedure.....	11
Voluntary Termination	11
Exit Interview	12
Return of Village Property	12
GENERAL EMPLOYMENT POLICIES & RULES	13
Guidelines for Appropriate Conduct.....	13
Ethics and Code of Conduct.....	14
Whistleblower Protection	15
Drug and Controlled Substance-Free Workplace	16
Medical Examinations.....	18
Nursing Parents.....	18
Work Violence and Intimidation Prevention	18
Workplace Security.....	19
Safety 19	
Bulletin Boards	20
Workweek and Hours of Work.....	20
Lunch and Break Periods	21
Attendance and Punctuality	21
Reporting an Absence	21
Mandatory Overtime & Call-In or Call-Back.....	22
Well House, Lift Station, and Pump Checks	22
Work Cancellation	22
Emergencies in the Workplace	22

Personal Appearance and Hygiene	23
Uniforms and Safety Attire.....	23
Personal Property.....	24
Workplace Searches	24
Personal Workspace & Displays.....	24
Smoking and Tobacco Use	24
Freedom of Information Act	25
Non-Disclosure of Confidential Information	25
Public Statements & Press Calls	25
Customer Service	26
Gifts and Gratuities.....	26
Political Activity and General Solicitation.....	27
Key Dispersal	28
Use of Village Resources	28
Care of Equipment.....	28
Village-Owned Vehicles & Maintenance.....	29
Credit Cards	30
Use of Communication Systems.....	31
Electronic Communications & Computer Access.....	32
Social Media Policy	33
Website	35
CLASSIFICATION AND COMPENSATION	36
Classification and Compensation System	36
Employment Classifications.....	36

Overtime Pay Procedures	37
Comp Time	37
Transfers	37
Promotions	37
Demotions	37
Pay Periods, Paychecks, and Timecards	38
Unemployment Compensation	38
Travel Reimbursement and Advances.....	38
Village Sponsored Events	39
HEALTH, RETIREMENT AND GENERAL BENEFITS.....	41
Village Benefit Program.....	41
Tuition Reimbursement Program.....	41
Professional Memberships, Training, Licensing and Certification.....	42
PAID AND UNPAID LEAVE	43
Holidays.....	43
Paid Time Off.....	44
Paid Medical Leave	45
Bereavement Leave	45
Family and Medical Leave Act (FMLA).....	46
Parental Leave Policy.....	51
Military Leave	52
Jury Duty	53
HANDBOOK ACKNOWLEDGEMENT	54
HANDBOOK ACKNOWLEDGEMENT FOR POLICE OFFICERS.....	55

INTRODUCTION

Welcome and Mission Statement

Welcome to the Village of Decatur! The Village of Decatur (the “Village” or “Decatur”) is dedicated to providing quality public services at the lowest possible tax rate that will promote health, comfort, safety, and convenience to its citizens and the community.

As an employee of the Village, you have an essential role to play in the Village’s mission. The work you perform each and every day positively impacts the quality of services the Village is able to provide to its residents.

Purpose of this Handbook

The primary purpose of this Handbook (the “Handbook”) is to introduce new employees to the work rules, policies, procedures, and benefit plans covering Village of Decatur employees, as well as serving as a reference for employees currently employed.

This Handbook is also intended to serve as a mechanism for promoting favorable employee relations by providing comprehensive information to employees regarding their employment. This Handbook does not and cannot provide a policy for every situation that may arise; rather, it is designed to give you an overall understanding of our policies.

This Handbook, or any other written or verbal communication by the Village, is not intended as and does not create a contract of employment, either expressed or implied.

Employees represented by a union collectively negotiate their wages, benefits, terms, and conditions of employment through their union representative. Nothing within this Handbook is intended to usurp the collective bargaining process.

Application of this Handbook

These policies and procedures apply to all of the Village’s employees unless specifically addressed in **a collective bargaining agreement (“CBA”), formal employment contract or insurance plan document**. Where such documents specifically differ from these policies, then the applicable provision(s) of the subject agreement shall govern.

This Handbook is in no way intended to unilaterally create or change policies or practices that are mandatory subjects of collective bargaining with union groups.

These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with departmental policies or procedures.

No person, other than the Village Manager and Council has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the provisions of this Handbook.

These policies govern regardless of past practices or former policies. This Handbook supersedes any previous verbal or written policies, statements, understandings or agreements concerning terms and conditions of employment, **except in cases of collective bargaining agreements, formal employment contracts, or other legally binding agreements which terms supersede this Handbook on any conflicting terms.**

Distribution and Revisions

A copy of this Handbook will be provided to each employee, who will be required to sign a standard form certifying their receipt and review of the Handbook.

The Village reserves the right to add, change, modify or discontinue any provision of this Handbook. No person other than the Village Manager and Council has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the provisions of this Handbook.

Revisions or updates to the Handbook will be provided to all employees. Employees are expected to review all changes and updates and remain abreast of all current personnel policies. Employees may periodically be required to provide an updated sign-off that they have received and reviewed the Handbook and changes in policy.

Village Government and Organization

The Village is governed by a seven-member Council that acts as the legislative authority for the Village. Each Council member is elected by the residents and serves for a term of four years.

The Village owns and operates several facilities and provides a variety of services to the community including:

Village Facilities

Village Hall
Decatur Police Department
Decatur Public Works
Sewer Lagoons
Well Houses
Raider Romp
DDA Park

Village Services

Police Services
Water Services
Sewer Services
Wastewater Services
Street Repair
Street Maintenance
Snow Removal

Red Woolfe Park

Leaf Pickup

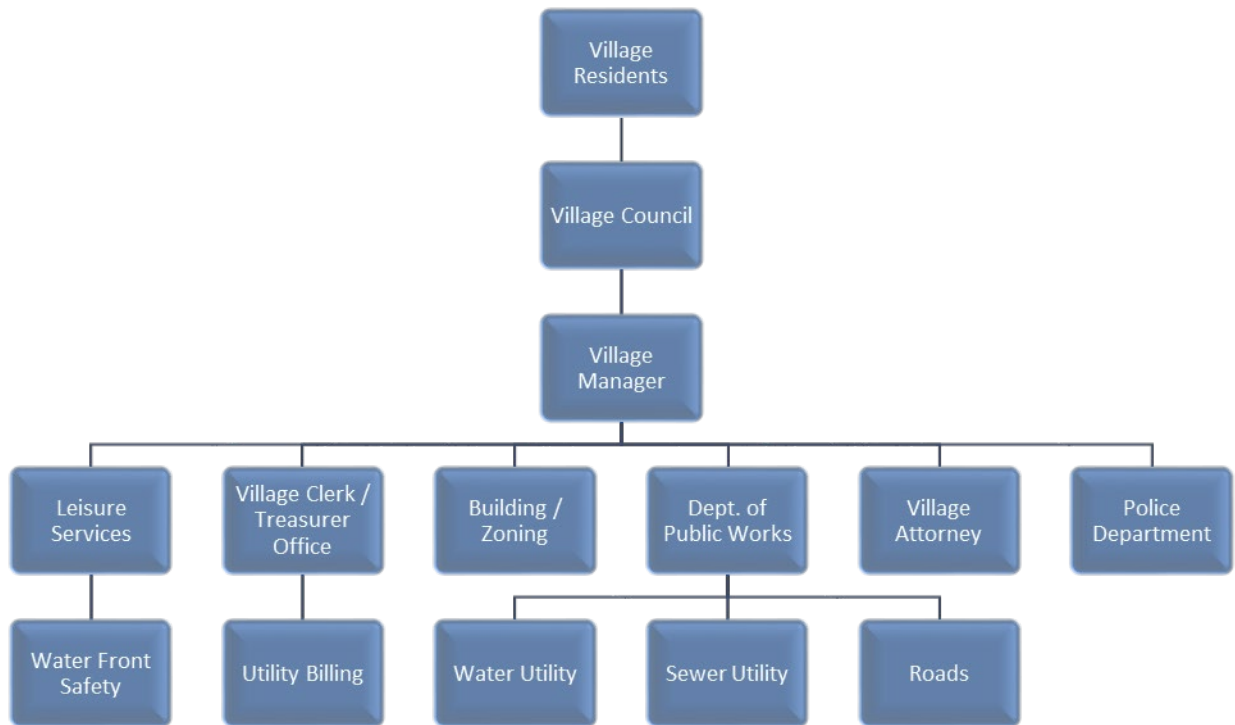
Fire Station Park

Parks & Recreation

South Side Park

Industrial Park

The chart below illustrates the organizational structure within the Village:



HIRING AND EMPLOYMENT

This section addresses various topics related to how the Village administers the personnel function, all the way from posting a vacancy to concluding employment with the Village through termination or retirement.

Employees subject to CBA's and/or employment contracts should consult those documents for alternative processes that may apply.

At-Will Employment

This Handbook contains a set of guidelines for the conduct of the Village's business. However, these guidelines and this Handbook are not meant to be contractual commitments or an employment contract, and the Village reserves the right to revoke, modify or suspend them at its discretion.

The Village maintains an at-will employment relationship with all non-union employees. This means that employees are free to resign from employment with the Village at any time, for any reason or no reason, and with or without notice. This also means that the Village is free to terminate the employment of any individual at any time, for any reason or no reason, and with or without notice.

Any statement by any Village representative, written or oral, claiming to change this at-will policy, or to create or enter into an employment contract or any agreement or commitment for a definite time or duration of employment, is not binding upon the Village unless reduced to a written agreement signed by the Village Manager or Council.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Decatur employees have the right to engage in or refrain from such activities. Decatur will not discipline or take any adverse action against an employee because the employee engages in discussion or inquiries about wages, hours, or other terms or conditions of employment. Relatedly, Decatur will not take any adverse action against an employee because of an employee's lawful activity off Decatur premises during nonworking hours except in certain limited circumstances, such as where the lawful activity presents a conflict of interest or directly conflicts with the essential business-related interests of Decatur.

Equal Employment Opportunity

It is Village policy to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, citizenship, marital status, height or weight, past or present membership in the uniformed services, veteran status, or any other legally protected category under federal, state or local laws. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, hiring, placement, promotion, discipline,

termination, layoff, recall, transfer, leaves of absence, compensation, access to benefits, training, and other personnel matters. All employment and personnel-related decisions are based solely upon legitimate, job-related factors, such as skill, ability, past performance, and length of service with the Village.

Discrimination and Harassment-Free Workplace Policy

The Village is committed to providing a work environment that is free from all forms of discrimination and harassment. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon or derisive of a person's race, color, religion, sex, national origin, age, disability, citizenship, marital status, height or weight, past or present membership in the uniformed services, veteran status, or other legally protected characteristics or conduct, where the unwelcome conduct affects tangible job benefits, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. All employees have a personal responsibility to keep the workplace free of any such harassment. This policy applies to any relationship or dealings that a Village employee has in the workplace or in connection with the performance of job duties. Therefore, the prohibition against harassment applies to employees, citizens, vendors, and others with whom we do business.

Sexual Harassment: While all forms of harassment are strictly prohibited, the Village emphasizes its prohibition of sexual harassment. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Other Unlawful Harassment: Harassment on the basis of any other protected characteristic is also prohibited. Under this policy, verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, national origin, age, disability, citizenship, marital status, height or weight, past or present membership in the uniformed services, veteran status, or any other characteristic protected by law violates this policy. Harassing conduct includes: making epithets or slurs; negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion and that is placed on walls or elsewhere on Village premises or circulated in the workplace.

Complaint Procedure: If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor or otherwise in accordance with the chain of command outlined in this Handbook. If your supervisor is unavailable or if you are uncomfortable contacting that person, you should immediately report this harassment to the Village Manager, Village Clerk or DPW Foreman in accordance with the chain of command.

All allegations of harassment will be quickly and discreetly investigated. The investigation may include interviews with the person making the complaint, the person against whom the complaint is made, any potential witnesses identified by either person, or any person whom the Village believes has relevant information. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. The results of the investigation will be discussed with the persons involved, and appropriate disciplinary action, if any, will be taken, up to and including termination.

Village Manager, Village Clerk or DPW Foreman Responsibilities: All members of management are responsible for the effective administration of this policy. Should a member of management become aware of or advised of an infraction of this policy, they should immediately report the matter to the head of the manager's department or to the appropriate Village management, so that a full investigation may be conducted.

No Retaliation: The Village prohibits retaliation against anyone who complains or participates in an investigation. If an individual attempts to retaliate, the Village will impose discipline, up to and including termination, regardless of the outcome of the investigation. If any employee believes that they have been retaliated against for exercising rights under this policy, the employee should report such conduct using the complaint procedure set forth above.

False Accusations Prohibited: Because false accusations may have serious impact on the person accused, any employee who makes a complaint that they know to be false will be subject to disciplinary action, up to and including termination.

Discipline: Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

Disability Act Requirements

It is Village policy to comply with the provisions of all federal and state disability laws, which prohibit discriminatory employment practices against individuals with disabilities, as well as all state disability discrimination laws. We will make a good faith effort to provide reasonable accommodation to an otherwise qualified candidate who applies for a position or an employee who is able to perform the essential functions of his or her job, as long as the accommodation does not result in an undue hardship.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Persons with disabilities needing accommodation for employment must notify the Village Manager in writing within 182 days after the date you become aware of the need for accommodation.

Immigration Law and the Immigration Reform and Control Act of 1986 (IRCA)

The Immigration Reform and Control Act of 1986 ("IRCA") requires that each new employee must, as a condition of employment, complete the Employment Eligibility Verification Form I-9 and submit satisfactory evidence of their identity and legal authority to work in the United States that complies with the requirements of IRCA. An employee who has provided right-to-work documentation that has an expiration date must provide updated documentation to the Village before the expiration date.

If an employee's authorization to work is called into question by the U.S. Social Security Administration or any other government agency, whether state or federal, the employee must cooperate in establishing legal eligibility to work in the United States. If an employee's eligibility to work cannot be established, the Village must terminate employment as permitted by state and federal law.

Application for Posting Opening

All applicants seeking employment with the Village, including former or current employees, must complete a job application form. Additionally, a résumé may be required depending on the particular position. Applications may be kept on file for two (2) years.

The Village considers the accuracy of the information the applicant provides during the employment process to be of utmost importance. The Village may reject employment applications or dismiss current employees if it finds inaccuracies in the job application or submitted résumé.

Nepotism or Conflict of Interest

The Village will hire and employ Immediate Family Members of current employees only under limited circumstances. For purposes of this policy, Immediate Family Member includes spouse, domestic partner, parent, child, sibling, brother- or sister-in-law, aunt, uncle, niece, nephew, grandparent, or member of the same household. This policy also applies to romantic relationships.

All employment decisions must be objective and unbiased. To avoid a real or perceived conflict of interest (supervision, safety, security, morale), Immediate Family Members must never be hired or employed in positions where they directly supervise or report to an employee who is also an Immediate Family Member. If such a supervision/reporting relationship arises or is unknowingly created (including through a romantic relationship), it is the employees' responsibility to immediately report the existence of this relationship to the Village Manager. When or if in doubt, report. This policy will be considered when hiring, assigning, transferring, or promoting any employee. To avoid even the appearance of impropriety, an employee must recuse themselves and must not initiate or participate in the decision-making process for any decision involving an Immediate Family Member.

A romantic relationship between two employees must be immediately reported to the Village Manager. Employees should use their own judgment to decide when a romantic relationship exists. Again, when or if in doubt, report. The Village will attempt to assign or reassign the involved employees to avoid conflicts of interest. If conflicts of interest cannot be avoided, or if conflicts of interest arise despite the Village's efforts, the employees must either terminate their relationship or one employee will be required to resign or be involuntarily terminated.

Background Reports: Ongoing Review and Validation

The Village reserves the right to review an employee's background information throughout their employment. Employees are required to immediately report to the Village Manager any of the following:

- Criminal convictions;
- Driving offenses that affect insurability (including, but not limited to, drunk driving, offenses with significant "points");
- Driving offenses that limit one's legal right to drive;
- Any other events that impact an employee's ability and availability to safely and consistently perform their job;
- Loss or revocation of certifications or errors/omissions in an employee's personnel file.

Orientation Period

CBAs may contain language regarding orientation or "probationary" periods. Consult those documents for details.

It is the Village's goal to ensure employees receive adequate opportunity to become familiar with Village operations, procedures, and their specific job functions. To this end, the Village provides various formal and informal orientation and training programs for all employees.

New and rehired employees in non-union positions are provided an orientation period that typically spans 90 days during which the employee can learn their positional duties and become familiar with the organization as a whole. During the orientation period, the Village will provide formal and informal training, instruction and direction, and employees should actively seek clarification on policies, processes, procedures and performance expectations. Employees reaching the end of their orientation period will receive a formal performance evaluation.

Employees may be eligible for some benefits during their orientation period.

Existing employees who are promoted or transferred to a new position within the Village are subject to a secondary orientation period typically spanning 90 days. If during the orientation period an employee is not meeting expectations in their new role, as deemed solely by management, the employee may be allowed to return to his or her former position or a comparable position for which the employee is qualified, depending on availability of such position. Benefits eligibility and employment status are not affected during the secondary orientation period.

The orientation period in no way alters the Village's at-will status. An employee may be terminated with or without cause during the orientation period.

Anniversary Date

The Village calculates continuous service or "seniority" for non-union employees based upon their most recent date of hire, or anniversary date.

Outside Employment

Village employees wishing to hold outside employment in addition to his or her Village employment may do so, however, the outside employment cannot interfere with the employee's responsibilities to the Village. All employees will be evaluated based on performance standards and will be subject to the Village's scheduling demands, regardless of any existing outside work requirements.

The employee may be instructed to end any outside employment if the Village determines that the outside employment interferes with the employee's performance or ability to meet the requirement of their Village responsibilities. Additionally, the Village may require the employee to end any outside employment if the Village determines that a potential conflict of interest arises from the secondary employment or if the employee's ability to effectively perform their Village work will be hindered.

Outside work may not be performed during regularly scheduled Village work hours or at a Village facility, and no Village resources, equipment, tools or supplies may be used for outside work.

Access to Personnel Files

The Village maintains personnel files on each employee. All information in employee personnel files is considered confidential. These files contain documentation regarding all aspects of the employee's tenure with the Village, such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation. Employees have the right to review their personnel file. If you wish to review your file, please contact the Village Manager to schedule an appointment.

To ensure that your personnel file is up-to-date at all times, notify the Village Manager of any changes in your name, telephone number, home address, marital status, number of dependents, scholastic achievements, the individuals to notify in case of an emergency, and so forth.

Social Security Number Privacy Policy

As a condition of your employment, it is necessary to provide us with your Social Security number. We need to obtain your Social Security number to meet payroll, state and federal tax, and insurance coverage requirements.

The Village will take measures reasonably necessary to ensure the confidentiality of its employees' Social Security numbers and those collected in the ordinary course of the Village's business. Neither the Village nor any of its employees will unlawfully disclose Social Security numbers obtained during the ordinary course of business. The Village will limit access to information or documents containing Social Security numbers to only those employees of the Village whose job descriptions require the use of Social Security numbers. Also, the Village will strictly limit the display of Social Security numbers on computer monitors or printed documents, unless required by law or business necessity. The Village will not use Social Security numbers, more than four consecutive numbers of a Social Security number, or a derivation from them, as personal identifiers, permits, licenses, primary account numbers, or similar uses unless required by law. The Village may use a Social Security number to perform an administrative duty related to employment including, for example, to verify the identity of an individual, to detect or prevent identity theft, to investigate a claims, credit, criminal, or driving history, to enforce legal rights or administer benefits programs. The Village will retain an employee's Social Security number for the duration of the employee's employment and for a period of two years following the employee's termination, or for a longer period as required by law. The Village will physically destroy documents that contain Social Security numbers that need to be discarded by shredding or other secure fashion. Social Security numbers stored in a computer database which need to be removed will be deleted from all programs pursuant to techniques and standards commonly used for such purposes. All provisions of this policy are subject to the language of the applicable social security law.

If you have any questions about Social Security number privacy and security, please see the Village Manager for more information. Violations of this policy will subject an employee to disciplinary action up to and including termination of employment.

Performance Evaluations

Employees may be provided with an annual performance review by their department head. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings will facilitate communication and an understanding of expectations while providing a history of employee progress and development.

Through the annual performance evaluation, job descriptions may also be reviewed to ensure these documents remain updated and accurate.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees will have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file.

Employees reaching the end of their orientation period will also receive a formal performance evaluation.

Completion of a performance evaluation does not necessarily mean a change in pay or duties.

Disciplinary Procedure

An employee who violates Village policy or general standards of conduct shall be subject to disciplinary action at the Village's sole discretion. The Village will assess numerous factors in determining the degree of discipline rendered. Among others, these factors include severity of the conduct violation, impact on the Village, state and federal laws, extenuating facts and circumstances, and the general facts and circumstances of the incident.

Nothing in this policy or this Handbook negates the at-will employment relationship and either the employee or the Village may terminate the employment relationship at any time, with or without cause, and with or without notice.

Employees subject to a collective bargaining agreement should reference that for their specific disciplinary procedure.

Voluntary Termination

Although advance notice is not required, the Village requests that employees provide their Department Head at least two weeks' advance written notice of resignation. Employees

resigning will be paid for actual time worked. Proper notice generally allows the Village sufficient time to calculate all accrued overtime (if applicable) as well as other monies to which the employee may be entitled and to include such monies in their final paycheck.

If an employee is planning to retire, the employee is encouraged to provide the Village with as much notice as possible, preferably a minimum of 6 weeks. Doing so will allow sufficient time for the processing of appropriate forms to ensure that any retirement benefits to which an employee may be entitled commence in a timely manner.

An employee voluntarily separating their employment may be asked to forego the two-week notice and immediately end their employment.

Exit Interview

In the event of termination of employment, the employee is encouraged to engage in an exit interview with the Village Manager. Exit interviews help to ensure a seamless transition for the departing employee and provide an opportunity for the Village to gather important information on their operations and business practices. In addition, exit interviews provide the Village with the opportunity to ensure and document that all Village property is returned.

Return of Village Property

When an employee's employment with the Village terminates, for whatever reason, the employee is required to immediately return all Village-owned property used during their employment, and all documents, equipment, and other materials containing proprietary or confidential information belonging to the Village. This includes without limitation, keys, credit cards, computers, vehicles, communication devices, uniforms, identification cards or badges, and any other equipment, materials, or items purchased, leased, owned, or otherwise belonging to Decatur. Upon separation, employees must return any originals or duplicates of any written or other tangible items, whether maintained in hard copy, electronic medium, or any other format, belonging to Decatur, its affiliates, successors, or assigns, including without limitation, correspondence, reports, memoranda, records, data, charts, notes, devices, specifications, drawings, client or customer lists, and any other item containing trade secret information or confidential information relating to the Village's products, services, operating systems, designs, formulas, developmental or experimental work, computer programs, databases, customers/clients, marketing strategies, business plans, financial information, and employee information. These items are property of Decatur.

GENERAL EMPLOYMENT POLICIES & RULES

The Village has established the following employment policies and work rules to ensure a safe and productive work environment for all. The workplace brings together many different types of people whose unique perspectives and individual skills and talents add tremendous value to the organization.

The Village serves the public best when functioning well as a strong team. As such, the Village expects that staff from all departments and at every level within the organization treat each other as respected and valuable colleagues. These policies and rules are intended to provide a foundation for resolving issues in a consistent and objective manner.

Violation of any employment policies or work rules will be taken seriously and may result in disciplinary action up to and including termination of employment. The Village prohibits retaliation against an employee exercising their rights or reporting violations of these policies and will subject the retaliating employee to disciplinary action up to and including termination of employment.

Guidelines for Appropriate Conduct

As a member of the Village's team, you are expected to accept certain responsibilities, adhere to acceptable business principles, and exhibit a high degree of personal integrity at all times. Whether you are on or off duty, your conduct reflects on the Village. You are, consequently, encouraged to observe the highest standards of ethical conduct.

Types of conduct that the Village considers inappropriate include, but are not limited to:

1. Falsifying employment or other Village records.
2. Violating the Village's Discrimination and Harassment-Free Workplace Policy.
3. Soliciting or accepting gratuities.
4. Establishing a pattern of excessive absenteeism or tardiness.
5. Engaging in excessive, unnecessary, or unauthorized use of the Village's supplies, particularly for personal purposes.
6. Reporting to work intoxicated or under the influence of illegal or non-prescribed drugs.
7. Illegally manufacturing, possessing, using, selling, distributing or transporting drugs.
8. Bringing or using alcoholic beverages on Village property or using alcoholic beverages while engaged in Village business off the Village's premises, except

where authorized. In any and all cases, while engaged in Village business, excessive use of alcohol is inappropriate and unacceptable behavior.

9. Fighting or using obscene, abusive, or threatening language or gestures.
10. Stealing property from co-workers or visitors of the Village.
11. Having unauthorized firearms on Village premises or while on Village business.
12. Disregarding safety or security regulations.
13. Engaging in insubordination.
14. Failing to maintain confidentiality of the Village's confidential information.
15. Violating the Village's Electronic Communications & Computer Access policy.

If your performance, work habits, or conduct becomes unsatisfactory in the judgment of the Village, based on violations either of the above or any other Village policies, rules, or regulations, you will be subject to disciplinary action, up to and including termination. The listing of these work rules does not alter the at-will nature of your employment.

Ethics and Code of Conduct

Detailed standards related to conflicts of interest and rules of conduct are included as part of the Village's broad ethics ordinance, which applies to all officers, employees, and volunteers of the Village. Employees are expected to review and observe these policies, procedures, and ordinances in addition to the policy contained within this Handbook. By way of example and not by limitation, no officer, employee, or volunteer of the Village shall:

1. Use their public office or employment for private gain;
2. Give preferential treatment to any organization or person except as expressly permitted by law, ordinance, resolution or policy;
3. Impede government efficiency or economy for personal gain or profit;
4. Accept cash or gifts of any kind under circumstances that can reasonably be inferred as intended to influence the employee in their official Village capacity or as intended as a reward for any official action on the employee's part;
5. Be directly or indirectly a party to any contract with the Village;
6. Engage in private or other public employment or render services for private or other public interests when such employment or service is incompatible with the proper discharge of his/her duties to the Village;
7. Expend public funds unlawfully or without proper authorization;
8. Participate in activities for or advocate for any political campaign, referendum or recall while on duty, or display political posters or bumper stickers on Village

vehicles or property or use one's title as an employee to take positions supporting or opposing political issues or candidates.

- ✓ Employees shall immediately report any perceived conflict of interest or any alleged violation of the Village's ethics policy to the Village Manager. Reports related to the Village Manager, or an elected or appointed official shall be made to the Village Council. To the extent possible, reasonable efforts will be made to keep information regarding alleged violations of this policy confidential. The Village cannot, however, guarantee confidentiality.

With regard to general work rules, it is impossible to create an exhaustive list of behaviors or potential infractions. The Village expects that common sense, professionalism and general decency will govern personal conduct. Employees, officers, and volunteers should at all times act as good stewards of the public's trust and resources, and should at all times be:

- | | | |
|---------------|--------------|----------------|
| ✓ law-abiding | ✓ productive | ✓ professional |
| ✓ respectful | ✓ careful | ✓ efficient |
| ✓ honest | ✓ dedicated | ✓ courteous |
| ✓ trustworthy | ✓ discrete | ✓ reliable |
| ✓ mature | | |

The workplace brings together many different types of people whose unique perspectives and individual skills and talents add tremendous value to the organization. We serve the public best when functioning enthusiastically as a coordinated team of professionals. All employees, officers, and volunteers, at every level within the organization, are expected to treat each other as respected and valuable colleagues.

Whistleblower Protection

Under this policy, a whistleblower is a Village employee that reports an activity that they consider to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact the Village Manager, the Village Clerk/Treasurer, or the Village Attorney. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination of employment.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough

investigation, to comply with the law, and to provide accused individuals their legal rights of defense.

The Village will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination of employment, compensation decreases, or poor work assignments, and threats of physical harm. Any whistleblower who believes they are being retaliated against must contact the Village Manager, Village Clerk/Treasurer, or the Village Attorney immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Village Manager, Village Clerk/Treasurer, and Village Attorney who will be responsible for investigating and coordinating corrective action, as well as reporting the information to Village Council once the investigation is complete.

Employees with any questions regarding this policy should contact the Village Manager.

Drug and Controlled Substance-Free Workplace

The Village is dedicated to the well-being and safety of our employees and the community we serve. It is equally obligated to its administration, citizens, community, local businesses and the public to operate its business safely and prudently.

The Village acknowledges and certifies that it abides by the Federal Drug Free Workplace Act of 1988.

The Village complies with the regulations of the Federal Highway Administration and Department of Transportation (DOT) Qualification of Drivers and Procedures for Transportation Workers Drug Testing Programs (49 CFR, Parts 40 and 382).

The Village also complies with the Michigan's Motor Carrier Safety Act No. 339 of 1990 (M.C.L. 480.1, et. seq.) to the extent required by law.

Decatur has a strong commitment to its employees to provide an alcohol and drug-free working environment. Consistent with the commitment, the Village has developed this policy regarding the use of alcohol and drugs by our employees.

The purpose of this policy is to:

- Establish and maintain a healthy and safe working environment for all employees;
- Assure the reputation of the Village and its employees as good responsible citizens;
- Reduce accidental injury to persons and property;
- Reduce absenteeism, tardiness, and indifferent or declining job performance;

- Deter the use of illegally used controlled substances and alcohol abuses;
- Detect the use and abuse of both alcohol and controlled substances by those employees who may persist in the use of these substances; and
- Provide assistance in rehabilitation for any employee by the Village's Employee Assistance Program.

The Village prohibits the use, sale, purchase, distribution, possession, manufacture of illegal drugs, narcotics, prescription drugs obtained illegally, or used other than directed, and the misuse of legally prescribed medications on Village property, while using Village property, while performing work on behalf of the Village, while driving a Village vehicle and/or while on Village paid travel. Further, the Village prohibits the use, sale, and consumption of alcoholic beverages on Village property, while using Village property, while performing work on behalf of the Village or while driving a Village vehicle.

Employees reporting to or performing work under the influence of any prescription or other lawful drug which may affect the safety of other employees, guests, visitors, the employee's job performance, or the safe, efficient operation of the Village must notify the Village Manager. An employee may continue to work, even though under the influence of a legal drug, if a determination is made, which may include consultation with an appropriate medical professional, that the employee does not pose a threat to the employee's personal safety or the safety of others and that the employee's job performance and the safe, efficient operation of the Village is not affected by the prescription or other lawful drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by the Village.

To help enforce this policy, the Village may require employees to submit to a drug test upon the observance of behavior which creates a reasonable suspicion, in the Village's judgment, that the employee is in violation of this policy. Employees may also be asked to submit to a drug/controlled substance test, including testing for marijuana, following an on-the-job accident or an incident in which safety precautions may have been violated or, for covered, employees, as required by the Department of Transportation.

Employees convicted of controlled-substance-related violations in the workplace, including pleas of nolo contendere (i.e., no contest), must inform the Village within five days of such conviction or plea.

Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination of employment. At its discretion, the Village may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment. Failure or refusal of an employee to cooperate fully, sign a consent/release form or any other required document for testing, or submit in full to any inspection or drug test as provided will be treated as a positive drug test result and is independent grounds for disciplinary action up to and including termination of employment. Substituting or adulterating any body substance or specimen submitted for testing, or falsely representing that the body substance or

specimen is the employee's own sample, likewise will be grounds for disciplinary action up to and including termination of employment.

It is the Village's intention to comply fully with all federal and state regulations. In the event regulations are amended, this policy and the applicable terms, conditions, and/or requirements are deemed to have been amended to comply with the law.

Medical Examinations

The Village may require an employee to submit to a medical or psychological exam to determine fitness for duty provided the examinations are job-related and consistent with business necessity. Tests for alcohol or illegal drug use are not considered medical examinations, nor are physical agility tests. Fitness for duty exams will be conducted by a licensed professional designated by the Village and will be paid for by the Village.

The Village will comply with all applicable laws and guidelines in addressing circumstances where an employee is found to be unfit to perform some or all of their essential job functions. This policy in no way shall be construed to limit employees' rights under any federal or state law.

Light duty or modified return-to-work arrangements are not guaranteed and would not indicate continued employment if provided.

Nursing Parents

The Village provides support to breastfeeding parents who wish to take breaks during their workday in order to express milk when separated from their infant children. If an employee wishes to take breaks for this purpose, the employee should discuss it with their immediate supervisor to determine a reasonable schedule for such breaks. The Village will arrange for a private room (other than a bathroom) that an employee may use. Expressed milk may be placed in a refrigerator or other cold storage space at the Village's facility. As an alternative, the employee may choose to provide their own portable cold storage device.

The employee must label their milk and it must be removed at the end of the employee's scheduled shift. The Village is not responsible for any loss or theft of expressed milk.

Work Violence and Intimidation Prevention

The Village is committed to offering employees an environment free from violence and intimidation. Therefore, we enforce a clear policy of zero-tolerance for all forms of violence in our workplace including, but not limited to: physical assault, verbal or nonverbal threats or intimidation, possession of any type of weapon except for Village Police Officers, destruction or defacing of Village property, and the use of profanity or threatening abusive language, stalking or intimidation. Decatur will determine, in its discretion, whether an act is violent or not.

It is important that every employee understand that there is no such thing as an idle threat. Decatur will interpret any threatening statement or gesture as "intent to carry it out" and will not accept as a defense that an employee was "only joking or fooling around."

Following the Village Manager's investigation, anyone who is found to have engaged in an act of violence will be disciplined up to and including termination of employment. All violence allegations will be thoroughly investigated. Decatur will take the appropriate corrective action as warranted by such an investigation. All violence complaints will be handled in as confidential a manner as possible, consistent with resolution of the problem.

Also, if an employee feels they are in danger of a violent act, they must immediately inform their supervisor so that the Village can take any necessary precautions.

Workplace Security

To provide for the safety and security of employees and facilities of the Village, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures the security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter the Village Hall through the lobby. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on the Village's premises, employees should immediately notify their supervisor, or if necessary, direct the individual to the lobby.

Safety

The Village is committed to providing a safe and healthy working environment for employees. The Village also makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

The Village's policy is aimed at minimizing the exposure of our employees, the public and Village contractors to health or safety risks. To accomplish this objective, employees are expected to work diligently to maintain safe and healthy working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

Village employees are expected to:

1. Exercise maximum care and good judgment to prevent accidents and injuries;
2. Report to supervisors and seek first aid for all injuries, regardless of how minor;
3. Report unsafe conditions, equipment, or practices to supervisory personnel;

4. Know and conscientiously observe all safety rules and regulations at all times; and
5. Observe good housekeeping practices, including keeping a clean and orderly work area, uncluttered aisles, unimpaired exit, and general neatness.

Some of the best ideas to improve safety come from employees. Employees with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or bring them to the attention of the Village Manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. The Village prohibits retaliation against any employee that submits an idea, concern or suggestion pursuant to this policy.

The Village complies with federal and state Right-To-Know laws and will make every effort to provide information to employees about any hazardous chemical to which they may be exposed. Right-To-Know information is posted near the areas in which employees may be exposed to chemicals or other potentially hazardous materials. Employees are required to read and be familiar with all posted materials.

Violations of the policy may lead to disciplinary action up to and including termination of employment. Questions concerning this policy should be directed to their department head and or the Village Clerk/Treasurer.

Safety Committee

The Village's Safety Committee is made up of Village employees, Village Council members, and Village citizens. The Committee is utilized to investigate an injury and to determine how to alter practices to ensure the prevention of future accidents.

Bulletin Boards

Each Village building has a bulletin board containing legal notices regarding your rights as an employee, for official Village business, and important neutral informational postings. Political, inflammatory, or controversial items are prohibited. If you would like to post something, please request permission from your Department Head prior to doing so. Be aware that tampering, defacing, or destroying any posting is prohibited.

Union contracts may provide for separate union bulletin boards in the workplace. Consult the CBA for applicable terms.

Workweek and Hours of Work

A normal workweek for non-union staff typically consists of 40 productive work hours, with additional time for meal and rest breaks. Union contracts may specify hours of work, and employees should consult those documents for specific details. The Village's workweek is Sunday through Saturday.

All hourly employees are expected to accurately record their hours worked on a daily basis and supervisors are to review and approve all time sheets. Employees are

prohibited from falsifying a time record or entering hours worked for another employee. Violations of this policy may result in disciplinary action up to and including termination of employment.

Lunch and Break Periods

Union contracts may contain language regarding lunch and other break periods and employees should consult those documents for details.

Regular, full-time employees are typically provided meal and rest breaks during the course of a normal working day. Generally, full-time, non-exempt employees observe a 30-minute unpaid lunch break around the middle of their workday, and two, 15-minute paid breaks. Other full-time staff are provided with a 60-minute unpaid lunch break but do not receive rest breaks.

Supervisors will schedule meal and rest breaks based on operational demands. Employees will be relieved of all active responsibilities and restrictions during unpaid breaks and are encouraged to take their break away from their workstation.

Employees are expected to return to their workstation on time following meal and rest breaks.

Attendance and Punctuality

All employees are required to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance will not be tolerated.

It is the employee's responsibility to notify their supervisor, as far in advance as possible, when an employee will be late for their scheduled shift or when they will be absent. If the supervisor is unavailable, the employee should call Village Hall and leave a message for the Village Manager.

An employee who misses three (3) or more consecutive working days without notifying their supervisor will be considered to have voluntarily terminated their employment with the Village.

Reporting an Absence

If an employee is not able to report to work due to a sickness, illness or injury, the employee or some member of the employee's household must notify their department head or the Village Manager. Unless the employee's department head or Village Manager is so notified, no leave will be approved, except in unusual cases and then only after the approval of their department head or the Village Manager. Each department shall notify the Payroll Clerk no later than the Monday following the pay period ending detailing their department absentees for the entire pay period. For questions concerning this policy, please contact the Village Manager.

Mandatory Overtime & Call-In or Call-Back

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. Overtime cannot be worked without the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with the Fair Labor Standards Act.

Failure to work assigned overtime may result in disciplinary action, up to and including termination of employment.

The Village has extensive responsibilities during an emergency. As such, an employee may be called into work at unscheduled times and may be required to perform duties outside his or her normal job function. As with mandatory overtime, employees are expected to be available and as flexible as possible to meet operational demands.

Employees called into work will be paid time and a half (1.5) at the employee's regular hourly rate for all hours worked. If an employee is called in during a scheduled PTO or personal/sick day, they will be paid time and a half (1.5) for the time they spent on the job as well as have their scheduled time off replaced in full.

There may be other provisions that apply in the event an employee is called into work outside their normal work schedule for employees covered under a CBA. See applicable union contracts for specific details.

Well House, Lift Station, and Pump Checks

Employees assigned to check the Well House, Lift Station, and Pump on a Saturday or Sunday will be paid time and a half (1.5) at the employee's regular hourly rate for all hours worked.

Work Cancellation

With the sole authority of the Village Manager, if the Village is forced to temporarily close its operations, the time off from scheduled work for non-exempt employees will be unpaid. Employees may, however, use available paid leave time with supervisor approval. Closures of more than one day will be addressed on a case-by-case basis, with the Village Manager or Village Clerk providing a timely directive.

Employees in essential operations may be required to work on a day when overall Village operations are officially closed and will receive their normal pay.

Emergencies in the Workplace

In the event of a life-threatening emergency, call 911 when it is safe to do so.

In the event of a fire, sound the alarm and promptly exit the building, calling 911 only after you are safely away from the scene.

In the case of a tornado or severe weather, employees should gather in the designated area and should not go outside and should avoid being near windows until it is safe to do so.

For all other emergencies, employees should inform the Village Manager.

No employee is required to work in conditions they believe to be unsafe. If an employee is unsure about the safety of a situation, they should immediately evacuate themselves from the emergent conditions and notify the Village Manager.

Personal Appearance and Hygiene

Appearance is important in demonstrating the professionalism of our organization. For this reason, each employee is expected to report to work each day with appropriate hygiene, appearance, and attire for their position.

Personal cleanliness is a must for all employees. Body odors, strong perfume or smoke may all be particularly offensive to the public or co-workers. Employees should take pride in their personal hygiene and appearance and report to work clean and groomed appropriately.

Attire should be consistent with job responsibilities and should not jeopardize the safety of the employee. Anyone reporting to work in inappropriate clothing will be sent home to change and will not be compensated for the time away from work.

It is impossible to describe or define every possible acceptable or unacceptable example of attire. Generally speaking, clothing should be in keeping with the image of a professional organization; the following is prohibited:

- Excessively worn, torn or dirty clothing.
- Clothing with suggestive or offensive logos, pictures, insignia, etc.
- Very tight, revealing or otherwise sexually suggestive clothing.
- Exercise attire including “sweats”.

If in doubt, ask prior to wearing the item. Your supervisor will determine whether or not attire is acceptable.

Uniforms and Safety Attire

The Village may issue directly, provide an allowance each fiscal year for, or reimburse employees in certain departments for safety attire/equipment, work shoes/boots, uniforms, etc., as described in the Village’s current policy or practice. These items are to

be clean and worn with reasonable care. The Village will replace worn or damaged items as needed and within reason. Village attire or uniforms are not to be used for personal gain.

Personal Property

The Village is not responsible for personal property brought onto its premises.

Workplace Searches

To safeguard the property of our employees, our citizens, and the Village, and to help prevent the possession, sale, and use of illegal or non-prescribed drugs on Village premises, the Village reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from the Village's property. An employee's personal property will not be searched without first obtaining the employee's consent. Refusal by an employee to consent to a search, inspection or examination may result in discipline, up to and including termination. In addition, the Village reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises. It should be noted that all offices, desks, files, lockers, and so forth, are the property of the Village, and are issued for the use of employees only during their employment with the Village. Inspections may be conducted at any time at the discretion of the Village.

In conjunction with this policy, the Village has notices posted in conspicuous places throughout our facilities informing all employees, prospective employees, citizens, visitors, and all other persons of the Village's policy and right to question individuals and conduct inspections.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspections as well as employees who after the inspection are believed to be in possession of stolen property or illegal drugs will be subject to disciplinary action up to and including discharge if on investigation they are found to be in violation of the Village's security procedures or any other Village rules and regulations.

Personal Workspace & Displays

Personal workspace is also considered the property of the Village and is oftentimes accessible and viewable by co-workers and the public. Reasonable displays of personal pictures and decorations are acceptable. However, any personal displays that violate harassment, code of conduct, or other policies will be addressed as a violation according to those procedures. The Village Manager have the final authority to determine what is acceptable.

Smoking and Tobacco Use

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking and tobacco use in Village offices and facilities is strictly prohibited. E-cigarettes also may not be used in Village offices and facilities. We insist on strict adherence to this policy. All smoking must take place outside in designated areas. Employees smoking in any nonsmoking area may be subject to disciplinary action.

In addition, to be fair to all employees, individuals who smoke are expected to comply with existing Village policy regarding meal periods and rest breaks. Employees violating Village work rules on breaks or smoking areas will be subject to disciplinary action in accordance with Village policy.

Please contact the Village Manager if you have any questions about this policy. Complaints about violations of this policy may be filed under the Village's complaint resolution procedure, which is described elsewhere in this Handbook.

Freedom of Information Act

It is Village policy to comply fully with the Freedom of Information Act (FOIA). All individuals are entitled to certain and specific information regarding the affairs of government and the actions of public officials and public employees.

All FOIA requests are to be immediately directed to and processed by the Village Clerk or their designee. Requests for public information must be in writing and are ideally handled within five (5) business days after the request has been received. In some cases, an extension may be required, and certain information may be denied or redacted. Originals of any documents will not be allowed to leave Village property, and the costs associated with compiling and providing the information will be charged.

The Village's complete FOIA procedures and guidelines can be found in Appendix A.

Non-Disclosure of Confidential Information

The protection of confidential information of the Village is vital to the interest and success of the Village. Though much information handled by the Village is public information, employees may have access to confidential information not intended for or required to be publicly released.

Village employees are not to disclose any confidential information without prior approval from the Village Manager. Further, employees should only discuss confidential information when necessary to carry out job duties.

Under no circumstances may an employee remove documents, photos, reports, personal or personnel information or any confidential information that is the property of the Village.

Employees found to be in violation of this policy may be subject to disciplinary action up to and including termination of employment.

Public Statements & Press Calls

Unless otherwise delegated, the Village Manager is the officially designated spokesperson for Village staff. Staff should refer all requests for formal statements, interviews, and related activities to the Village Manager. In the absence of the Village Manager, public statements or media inquiries should be directed to the Police Chief or other designated spokespersons.

Staff may not make formal statements on behalf of the Village, or as an employee of the Village, except in the case of sharing routine, factual information. Employees wishing to address workplace concerns or grievances should not use the media as a mechanism to do so. Rather, employees are expected to follow the procedure as it pertains to reporting workplace concerns or grievances in the “Whistleblower Protection” and/or “Grievance Procedure” policies.

Customer Service

Employees are expected to be customer-focused and service-oriented; treating customers and residents in a courteous and respectful manner at all times. To promote excellent relations with our residents and customers, all employees must represent the Village in a positive manner and make residents and customers feel appreciated when dealing with the organization.

Attend to customers immediately; nothing is more important than providing first-class service. If you see a customer waiting, even if it is “not your department” or “not your job,” greet the customer and try to help or direct them.

Even though Village business is a daily routine for employees, most residents interact with Village just a few times a year. Their interaction with you will shape their opinion of the Village. Please do all that you can to make it a positive experience for them.

If they have a complaint or concern, listen patiently and provide feedback or explanation of Village policy in a constructive, professional manner. Remember, it is not the customer’s job to know the Village’s policy or process; don’t treat them as if they are at fault for not understanding. It is your job to help them understand and to leave them feeling good about their government.

If the issue cannot be resolved at your level, or if the person becomes disgruntled, a supervisor should be called in immediately. Employees are not expected to accept abuse or harassment and should immediately refer belligerent customers to their supervisor. In the most extreme circumstances, and especially if you feel endangered, call 911 immediately.

Employees are encouraged to report recurring customer-related problems to their supervisor and to make suggestions for changes in Village policies or operating procedures to solve problems. Continuous improvement in customer service is only possible with employees’ constructive input.

Gifts and Gratuities

As public servants, services must be rendered, and business contracts awarded without favoritism or the suggestion that gifts and/or gratuities are expected in return. The Village Manager may approve the acceptance of gifts presented for the benefit of the Village as a whole, its employees, and the public (such as a food basket that can be set out for general consumption). If a situation should arise that an employee considers inappropriate, they should promptly report it to the Village Manager.

Political Activity and General Solicitation

The Village does not discourage political participation or activity. However, certain restrictions are imposed to ensure the integrity and impartiality of the Village. In this regard:

- Employees of the Village shall not engage in political activities on behalf of a candidate for partisan or non-partisan election during those hours when the employee is being compensated for the performance of his or her duties as a Village of Decatur employee. This includes distributing or circulating literature or paraphernalia for or against an issue or candidate.
- Solicitation and/or distribution of literature, including signing and circulating petitions for candidates, propositions and other political matters, is prohibited during working hours or in work areas. Working hours include the actual working time of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the Village shall not solicit, receive, or in any way participate in soliciting or receiving any assessment, subscription or contribution for any political party or any political purpose whatsoever, during those hours when the employee is being compensated for the performance of his or her duties as a Village of Decatur employee.
- Employees involved with political campaigns shall do so as private citizens. Employment status with the Village shall not be referenced when campaigning for or against any candidate or ballot issue, question or proposal. Employees involved with political activity shall neither claim to represent the Village nor claim their views or opinions reflect the views or opinions of the Village.
- Equipment, materials, and supplies belonging to the Village, including the Village's letterhead, business cards, or other such material supplied by the Village, shall not be used in support of political activities.

With regard to general solicitation, employees are not allowed to solicit other employees during working time and the distribution of literature in working areas during working time is strictly prohibited. Working time does not include lunch periods or any other period in which the employee performing the solicitation and the employee receiving the solicitation are not being compensated by the Village. Additionally, employees may not post solicitations or other literature on Village bulletin boards.

Key Dispersal

Keys to Village buildings, facilities, vehicles or equipment may be issued to employees. Keys are never to be duplicated, given or lent to anyone else, including a fellow employee. Lost or found keys should be reported to the Village Manager's office immediately.

Use of Village Resources

Vehicles, materials, facilities, and equipment owned by the Village are intended for Village business use only. Further, Village employees are expected to perform work related only to Village business while on work time. Specifically:

- Mail & Letterhead - Employees may not use the Village's postage for personal mail. Additionally, employees should not routinely receive personal mail or package deliveries while at work. Village letterhead is to be used for official Village business only.
- Phone - All phone lines are to be kept available for the Village's business. Personal calls should be kept to a minimum. Employees are expected to reimburse any expense associated with personal long-distance calls or excessive personal calls made using a Village telephone.
- Cell Phone - Personal calls on Village cell phones are to be held to a minimum and are allowed provided only where personal use does not result in an overage of the contracted minutes. If the minutes are exceeded, the employee is required to pay the additional charges or costs.
- Vehicles – Village-owned vehicles are to be used for official Village business only.
- Equipment, Facilities, and Supplies - Equipment, facilities, and supplies are to be used for Village business only, including tools, machinery, computers, copiers, faxes and other office machines.
- Personnel – Village personnel are only to perform work related to Village business and/or projects while on work time.

Care of Equipment

Employees are expected to follow prescribed safety procedures for equipment and vehicle usage, refrain from and/or report equipment abuse, and guard against equipment loss.

Should an employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate supervisor or department head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment will not be tolerated and may result in disciplinary action, up to and including termination of employment.

Village-Owned Vehicles & Maintenance

Certain employees will have access to Village-owned vehicles with prior supervisor approval. Village-owned vehicles are not to be used for personal use.

Employees who have been authorized to use their personal vehicles for Village business will be reimbursed at the IRS approved rate.

Any employee driving on Village business, whether using their own vehicle or the Village's, must have a valid Michigan driver's license and a satisfactory driving record. Any restrictions on, or revocation of, an employee's legal right to drive must be immediately reported to the appropriate department head.

Employees who drive a vehicle on Village business must exercise due diligence to drive safely, observe all traffic laws, owner's manuals, speed limits and related rules of the road, and maintain the security of the vehicle and its contents. Drivers are responsible for any driving infractions or fines that result from their driving and must report them to their supervisor.

Employees who are involved in a car accident while traveling on Village business, whether using their own vehicle or the Village's, must promptly report the incident to their immediate supervisor, department head, or Village Manager.

Employees are expected and required to be alert and attentive to their duties at all times, including periods of on-duty driving and equipment operation. Distracted driving can be caused by many factors, including but not limited to, such activities as: phone manipulation and use; eating or drinking; attention to a radio communication, pager, or mobile data terminal; adjusting a radio/cassette/CD; attention to distractions outside of the vehicle, such as an accident, unusual event, or searching for an address; adjusting vehicle/climate controls; being startled by or attention to a moving object within the vehicle; or conversations with passengers. Some of these distractions are controllable by the driver. The Village recognizes that potential distractions may arise when cell phones are in use while operating a car, van, or truck, i.e., "moving vehicle." In fact, research indicates that talking on a cellular phone while driving quadruples the risk of an accident. In keeping with our obligation to maintain a safe and healthful workplace, and to control potential risk to our employees, passengers, and the general public, employees driving Village vehicles are asked to use extreme caution when driving and utilizing two-way radios or cellular phones. Preferably, when possible, employees should proceed to a safe location, park the car and complete the conversation. Please "hang up and drive."

All repairs to Village-owned vehicles must be performed by a certified technician. All service and repairs shall be documented in a vehicle log and kept on file in the Village offices. All vehicles shall be visually inspected by Village staff before operation to ensure that there are no visible signs of disrepair. Each month an inspection report for every vehicle shall be submitted to the Village's Safety Coordinate. The monthly vehicle inspection reports are due to the Safety Coordinator by the 5th day of the following month (e.g., February reports are due March 5th).

Credit Cards

The following policy and procedures govern the use of Village credit cards:

- a. The Village Manager is responsible for the issuing and oversight of the Village's credit/debit card policy.
- b. The Village Clerk/Treasurer is responsible for the accounting, monitoring, and retrieval of Village credit/debit cards.
- c. Village officers and employees who use a Village credit/debit card shall, as soon as possible, submit a copy of the vendor's credit/debit receipt to the Village Clerk/Treasurer. If no receipt was obtained that describes the transaction, the employee must submit:
 - i. A signed voucher that shows the name of the vendor or entity from which goods or services were purchased,
 - ii. The date and amount of the transaction,
 - iii. The official business that required the transaction, and
 - iv. The appropriate account number from the Village's chart of accounts indicating the line item to which the transaction is to be charged.
- d. An officer or employee who is issued a credit card is responsible for its protection and custody. If a credit/debit card is lost or stolen, the Village Clerk/Treasurer and/or Village Manager must be notified immediately to cancel the card.
- e. An officer or employee who is issued a credit card shall return the card to the Village Clerk/Treasurer as soon as they have completed the authorized transaction. If an employee is issued a credit card to keep in their possession, they must return the card to the Village Clerk/Treasurer upon their termination.
- f. The Village Clerk/Treasurer will maintain a list, with the following information:
 - i. All credit/debit cards owned by the Village,
 - ii. Names of all officers or employees who have been issued a credit card,
 - iii. Established credit/debit limits of each card,
 - iv. Date issued and date returned.

Each employee issued a credit card will initial the list beside their name to indicate agreement that the credit card has been issued, and that the employee has received and read a copy of this policy.

The Village Clerk/Treasurer shall review each credit card statement as soon as possible to ensure that transactions comply with this policy. Any transaction that appears on the statement that is not documented with a receipt or signed voucher will be immediately investigated. Transactions that do not appear to comply with this policy will be reported to the Village Manager, who must report the incident to Village Council.

The Village Council will not approve a payment to the credit card company until all transactions have been verified, including the approval of all transaction invoices if issued. The balance, including all fees and interest charges due on an extension of credit under this policy, will be paid in full not more than 60 days of initial statement date.

Officers and employees who use a Village credit card in a manner contrary to this policy will be subject to the disciplinary action outlined within the current employee policy Handbook.

The issuance of a Village credit/debit card is a privilege that may be revoked at any time. Any cardholder found in violation of this policy may be forced to surrender the card and may be subject to discipline up to and including termination of employment. Employees shall surrender their Village credit/debit card when requested and upon termination of employment.

Use of Communication Systems

Decatur provides its employees with the necessary communication equipment for prompt and efficient execution of Village business such as telephones, cell phones, voicemail, radios, etc. Supervisors are responsible for instructing employees on the proper use of communications equipment for both internal and external Village communications.

All Village communications, equipment, and services, including personal messages transmitted or stored by them, are the property of the Village. All Village communications, services, and messages are subject to all Freedom of Information Act (FOIA) requirements and may be required to be made public upon request. In addition, the Village may access and monitor internal and external communications as deemed appropriate.

Improper use of Village communication equipment or systems will result in discipline, up to and including termination of employment. Improper use includes communication that violates the discrimination and harassment-free workplace policy or policies regarding the personal use or abuse of Village property or any other policy contained within this Handbook.

Mobile Devices

Employees may be issued Village-owned mobile devices to assist them in performing their job duties. Like all Village resources, employees should have no expectation of privacy with regard to these mobile devices and recognize that they may be asked to surrender their device at any time, with or without notice.

Additionally, any Village document or correspondence stored on an employee's Village-owned device is still the property of the Village and may be requested at any time. Should an employee lose a Village-owned device, the Village Clerk/Treasurer must be notified immediately.

In certain circumstances, and on a case-by-case basis, the Village may provide a stipend for the use of a mobile device where doing so would be mutually more advantageous than providing a Village-owned mobile device. Individuals considering this option should submit a request to the Village Manager's office in December of each year.

Electronic Communications & Computer Access

Employees may be provided access to the Village's computer system network (including its server, e-mail and Internet access and software), business and telephone equipment and other electronic communication systems to perform their duties. All communication systems and any information transmitted, received or contained within them are entirely the Village's property.

All e-mail, Internet usage, and other Village-provided communication systems may be monitored by the Village at any time. Employees are not to have any expectation of privacy in their use of such systems, including but not limited to all computer use, phone use, and e-mail use.

All e-mail, Internet usage, and other Village-provided communication systems constitute a privilege and carry responsibilities reflecting responsible and ethical use. Use of each form of communication is a privilege that may be revoked at any time and use of any form of communication constitutes acceptance of this policy.

The personal use of e-mail and/or Internet should not interfere with Village operations, nor should it cause any harm or embarrassment to the Village. Any personal use of e-mail or the Internet is expected to be on the employee's own time and is not to interfere with job responsibilities. Social networking or blogging during work hours that is unrelated to legitimate business use is strictly prohibited.

Employees may not use or provide to others an access code, or access computer files or stored communications, without express authorization from their supervisor or other appropriate management. Any disclosure of confidential Village information that is derived from electronic or other sources is absolutely prohibited.

Prohibited Uses: E-mail networks, voicemail and Internet access shall not be used for personal reasons or to solicit business ventures or campaigns or political or religious causes. Any use of such property for personal affairs, for inappropriate or offensive messages or any harassment of employees, including any unlawful harassment, breaking

into confidential files or other abuse of computer use, abuse by unauthorized Internet surfing, and abuse of e-mail or voicemail is strictly prohibited.

E-mail networks, voicemail and/or Internet access may not be used to send, upload, receive, and/or download copyrighted materials, trade secrets, proprietary financial information, or similar confidential materials without the prior written authorization from your supervisor. Unauthorized distribution of such material may result in severe disciplinary action up to and including termination. Additionally, civil and/or criminal penalties may ensue as appropriate under state and federal laws.

Protection of Village Resources: Employees are prohibited from downloading software from the Internet without prior written approval from their supervisor. Downloading of games from the Internet is prohibited. Downloading of any executable files or programs that change the configuration of your system is prohibited. Employees should take extreme caution when downloading software or files from the Internet or electronic mail. All files, attachments, and software should be passed through Village-approved virus protection programs prior to use. Failure to detect viruses could result in corruption or damage to files and/or unauthorized entry into the Village's network. Employees must comply with copyright and trademark laws when downloading material from the Internet. Any damage that has occurred as a result of downloading software or files should be reported immediately to your supervisor.

Employees are prohibited from allowing other individuals to access the Village network or send electronic mail from their accounts. Employees must access the Internet through an approved Internet firewall or other device deemed secure by their supervisor when utilizing the Village's network in order to protect Village resources.

Employees who violate this policy are subject to discipline up to and including termination of employment.

Social Media Policy

The Village understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all Village employees.

Guidelines: In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the Village, as well as any other form of electronic communication. The same principles and guidelines found in the Village's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some

of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects the public or people who work on behalf of the Village or the Village's legitimate business interests may result in disciplinary action up to and including termination of employment.

Know and follow the rules: Carefully read these guidelines, the Village Electronic Communications & Computer Access Policy and the Discrimination & Harassment-Free Workplace Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful: Always be fair and courteous to fellow employees, the public or people who work on behalf of the Village. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage the public, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Village policy.

Be honest and accurate: Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that almost everything is archived on the Internet; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false.

Post only appropriate and respectful content

- Maintain the confidentiality of Village confidential information. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Do not create a link from your blog, website or other social networking site to a Village website without identifying yourself as a Village employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Village. If the Village is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Village, fellow employees or people working on behalf of the Village. If you do publish a blog or post online related to the work you do or subjects associated with the Village, make it clear that you are not speaking on

behalf of the Village. It is best to include a disclaimer such as “The postings on this site are my own and do not reflect the views of the Village of Decatur”

Using social media at work: Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your supervisor and consistent with the Village Electronic Communications and Computer Access Policy and the Discrimination & Harassment-Free Workplace Policy, and ensure your postings are consistent with these policies.

Retaliation is prohibited: the Village prohibits taking negative action against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

Media contacts: Employees should not speak to the media on the Village’s behalf. All media inquiries should be directed to the Village Manager. In the absence of the Village Manager, public statements or media inquiries should be directed to the Police Chief or other designated spokespersons

For more information: If you have questions or need further guidance, please contact the Village Manager.

Website

The purpose of the Village’s website is to provide information about Village operations and governance as well as information of general interest to the community. The Village Manager or their designee has final approval of any links or postings to the website.

CLASSIFICATION AND COMPENSATION

The Village Manager is responsible for establishing and maintaining a comprehensive classification and compensation system for non-union staff. Employees covered by a CBA negotiate their wages, benefits, terms, and conditions of employment through their union representative. Nothing within this Handbook is intended to usurp the collective bargaining process.

Classification and Compensation System

The non-union classification and compensation structure is based on systematic internal job evaluation and an analysis of the external labor market. Comprehensive job analysis is used to establish written job descriptions for all positions, and these serve as the basis for all internal and external evaluations and comparisons. Newly created positions begin with a job description and are subject to the same evaluation process for placement within the classification structure.

Internal job evaluation determines how positions are grouped within the classification structure into “grades.” External market studies determine the corresponding salary ranges for each grade, which may change periodically to reflect the cost of living adjustments to the system.

Additionally, the Village Manager has the authority to make mid-year pay adjustments when warranted.

If a position undergoes a substantive change in duties, the scope of responsibility, required training or qualifications, or related factors, the job description will be updated. Following the formal change in job description, the position will be reevaluated to determine if a change in its placement within the grade structure is warranted. Employees may request an analysis of their position, or the Village may initiate the reevaluation.

Employment Classifications

For purposes of salary administration and eligibility for overtime payments and employee benefits, the Village classifies its employees as set forth below. Employees covered by a CBA should consult their CBA for controlling terms and conditions.

- *Regular, full-time employees.* Employees hired to work the Village’s normal, full-time, 40-hour workweek on a regular basis. Generally, regular, full-time employees are eligible for all Village benefits subject to the terms, conditions and limitations of each benefit plan or policy.
- *Regular, part-time employees.* Employees hired to work fewer than 40 hours per week on a regular basis. Part-time regular employees are not eligible for Village benefits, except as expressly described herein or as required by law.
- *Exempt/Non-Exempt:* All employees are classified as either “exempt” or “non-exempt” under the Fair Labor Standards Act (“FLSA”). Non-exempt employees, as

defined under the FLSA, are entitled to overtime pay for all hours worked over 40 hours in a standard workweek at a rate of one and a half (1½) times regular hourly rate. Exempt employees are not entitled to overtime pay. Each employee will be advised of his or her status at the time of hire and any change in status.

Overtime Pay Procedures

If you are classified as a non-exempt employee (see the classifications of employment policy section for the definition of non-exempt employee), you will receive compensation for approved overtime work as follows:

1. You will be paid at straight time (i.e., your regular rate of pay) for all hours worked up to and including forty hours in any given workweek.
2. You will be paid one and one-half times your regular hourly rate of pay for all hours worked beyond the fortieth hour in any given workweek.

You will normally receive payment for overtime in the pay period following the period in which the overtime is worked, provided that your time record has been properly prepared and approved.

Comp Time

Certain employees, including the Police Chief, Village Clerk and Village Treasurer, who work more than forty hours in a workweek, may be given compensatory time off at the Village's discretion in addition to overtime pay if working in a non-exempt position. This time is provided on an hour-to-hour basis, but employees are required to use any comp time within two weeks of its accrual. Any accrued comp time that has not been used within two weeks of its accrual date will be forfeited.

Transfers

A transfer is an assignment to a position with comparable duties, responsibilities, authority, and compensation.

Promotions

A promotion is a change in work assignment that results in an expanded scope of job duties and responsibilities. An employee can be promoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been expanded over time. Promotions may result in an increase in pay.

Demotions

A demotion is a change in work assignment that results in a reduced scope of job duties and responsibilities. An employee can be demoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been reduced over time. Demotions may result in a decrease in pay.

Pay Periods, Paychecks, and Timecards

All employees are paid on a bi-weekly. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Pay periods cover 2 weeks, beginning at 12:00 a.m. every other Sunday. Paydays are every other Tuesday. When payday falls on a holiday, employees will be paid the day before. The Village's workweek is Sunday through Saturday.

The Village offers direct deposit as a convenient option for receiving paychecks and encourages employees to utilize this option. Employees who opt out of direct deposit will receive a physical paycheck by the end of the payday. Paychecks will not be released to anyone other than the employee unless a written note, signed by the employee, is provided. Lost or destroyed checks should be reported immediately to the Village.

It is the Village's policy to comply with the FLSA, court-ordered garnishments, tax levies, and other legally required deductions from employee's wages. An employee who believes that an improper deduction from his or her wages has been made should contact the Village Manager. Upon determination that an improper deduction has been made, the amount of the deduction will be reimbursed to the employee.

An employee who believes that any other overpayment or underpayment of their wages has been made should contact the Village Manager immediately. Corrections will be made as expeditiously as possible.

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require the Village to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-exempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period using. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Unemployment Compensation

The Village participates in the State of Michigan unemployment insurance program according to statutory guidelines. Terminated employees are advised to refer questions of benefit eligibility to the appropriate State office.

Travel Reimbursement and Advances

On occasion, employees may be required to travel on Village business or attend professional development and training functions as a part of the job. Employees must always be mindful that they are stewards of the public's trust and resources. Work-related travel must never be abused, treated as a "perk," or seen as an opportunity to spend lavishly. Travel on Village business, including professional development, must demonstrate respect for the public's trust and prudence with their resources.

Whenever possible, a Village vehicle should be used to travel for Village business and employees should carpool to limit travel expenses.

Employees who are required to use their personal vehicle for work-related travel will be reimbursed at the established IRS rate. Employees are to record the exact number of miles traveled, by most direct route, from the first place of business to the next. No reimbursement will be made for travel between home and a normal place of business.

Employees will be reimbursed for reasonable, actual meal expenses incurred in conjunction with a program or meeting that provides a primary benefit for, or serves the best interests of, the Village. Meal expenses include tips of 15% to 20% and generally cover only 3 meals per day. Luxury meals, costs for alcohol, or excessive reimbursement claims will not be reimbursed.

Employees will be reimbursed for reasonable, actual lodging expenses when a full day's work must be performed a considerable distance from the Village, or under other appropriate circumstances with prior Village Manager approval. "Reasonable" shall be defined by the Village and will be reviewed regularly. Luxury lodging or excessive claims will not be reimbursed.

Employees should avoid using unnecessary convenience services such as valet parking, in-room movies, laundry and room service. Only under specific circumstances where a reasonable need for such services is clearly demonstrated will such items be reimbursed.

With prior approval, a family member or friend may accompany employees on business travel when the presence of a companion will not interfere with the successful completion of business objectives. Any additional expenses related to the travel companion will not be reimbursed by the Village. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

Employees claiming reimbursement for travel expenses, or those requiring a travel advance, should use the appropriate form and must submit all receipts within 30 days.

The Village Manager must approve all business travel in advance. If approved, employees are responsible for making their own travel arrangements.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

Village Sponsored Events

From time to time, employees may have an opportunity to participate in functions and events hosted by the Village for the purpose of promoting employee morale, general good will, and the Village's public image.

Regardless of whether the event is social, or business related, or whether the employee attends on Village time or their own time, Village employees attending Village sponsored functions represent the Village. Their behavior reflects directly on the Village, so they are expected to conduct themselves in a professional manner.

HEALTH, RETIREMENT AND GENERAL BENEFITS

Village Benefit Program

The Village provides benefits to its employees from time to time at the will of the Village. Such benefits may include health and dental insurance and a 401(k) plan. The Village reserves the right to modify or eliminate benefits without notice. All benefits are subject to governing plan documents.

Tuition Reimbursement Program

The Village will pay full-time employees for educational expenses incurred by the employee as follows:

1. For all related education that is necessary to maintain a state certification which is part of the employee's job or of duties that the employee regularly performs for the Village, the Village will pay all such costs in full. However, if the course will provide the employee with additional or other certifications, the employee must first have the approval of the Village Manager.

2. In certain cases, permanent full-time employees who have completed their probationary period are eligible for assistance with tuition and payment of books when taking courses directly related to his/her position within the Village. Approval by the Village Manager is required at least three weeks in advance if assistance is desired. Approval will be based on the employee's job performance and the Village's needs. Upon approval, the Village will reimburse the employee up to \$2,500 per year for the actual tuition and book costs. This will be paid when proof of successful completion of the course with a passing grade of not less than a 'C' is presented. Other materials like pens, notebooks, etc. are to be purchased at the expense of the employee. The employee will be required to remain in active service for at least one year after completion of the course; otherwise, he/she will be required to reimburse the Village for its costs.

3. For employees beginning a program culminating in a degree or job-related skill training (exclusive of seminars), prior approval must be obtained from the Village Manager if assistance is requested from the Village. The Village Manager will require a copy of the degree requirements, including course names and number of credit hours needed. The employee must also provide a listing of all courses by name, description and cost that he/she intends to take over the next 12-month period, and dates of attendance for each course.

Should any studies require time-off during normal working hours, prior approval of the request must be made at the same time as the request for reimbursement. Arrangements for such time-off during working hours must be made in advance with the Village Manager.

Upon approval of the educational program, the Village will reimburse the employee up to \$2,500 per year for the actual tuition and book costs. This will be paid when proof of

successful completion of the course with a passing grade of not less than a 'C' is presented.

The employee will be required to remain in active service for at least one year after completion of the degree; otherwise, he/she will be required to reimburse the Village for its costs.

4. The Village may provide tuition reimbursement assistance to employees who wish to advance themselves by way of external training not specifically related to their present job if that training could be of benefit to the Village at some future date.

5. Seminars, workshops, and other short-term training directly related to current needs of the Village and individual departments are not covered by tuition reimbursement. Costs for such training will be paid out of the individual department's training budget.

Professional Memberships, Training, Licensing and Certification

The Village may pay the cost of certain job-related memberships to professional organizations, job-related training, seminars, conferences and related events that enhance the employee's job knowledge and performance. As well, the Village may pay the cost to become licensed or certified in a job-related field and may pay the cost to remain so qualified. Employer-paid memberships, training, licensing and certifications are subject to budgetary approval and require advance approval.

PAID AND UNPAID LEAVE

The Village provides paid and unpaid leave benefits to promote a successful balance in work demands, family priorities, and an overall quality of life. The Village values its employees and desires to provide adequate paid leave to allow for protection in the event of illness or injury, to manage personal business, and to allow sufficient time away from the job to remain refreshed and positive about work.

Unpaid leaves are also available in some instances to provide job protection, and when used with various insurance programs, may provide income protection as well, in the event of long-term devastating illness, injury or disability.

The leave benefits provided herein are balanced against the Village's need to operate efficiently with consideration for employee preferences.

Employees covered by a collective bargaining agreement negotiate their wages, benefits, terms, and conditions of employment through their union representative. Nothing within this Handbook is intended to usurp the collective bargaining process.

Holidays

The Village generally observes the holidays listed below. Holiday pay is available to all full-time employees provided the employee has completed their orientation period. To be eligible for holiday pay, the employee must work the day immediately preceding and the day immediately following the holiday unless PTO time has been previously approved by the department head.

1. New Year's Day
2. Memorial Day
3. Independence Day (4th of July)
4. Labor Day
5. Thanksgiving Day
6. The Day after Thanksgiving
7. Christmas Eve
8. Christmas Day
9. 3 Floating Days

In the event that a Village-observed holiday falls on a Saturday, the holiday will be observed on the preceding Friday; or if the holiday falls on a Sunday, the holiday will be observed on the following Monday.

Floating days are a “use or lose” benefit that will not be carried into the next year and will NOT be paid upon separation of employment. Employees must receive prior approval from their department head before using a floating day.

Holiday pay will be calculated based on the employee’s regular rate of pay (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Sworn personnel holiday pay will be calculated based on the employee’s straight time pay rate times 8 hours. If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times the rate for the hours worked on the holiday.

Paid Time Off

Full-time employees begin earning paid time off (“PTO”) immediately upon hire and can begin using their accrued PTO time after they have completed the 90-day orientation period. PTO is accrued on a bi-weekly schedule and should be used only after it is earned, however, employees may request an advance of PTO days in writing to the Village Manager.

<u>YEARS OF SERVICE</u>	<u>PTO HOURS</u>
During Year 1	40 Hours per Year
During Years 2 – 4	80 Hours per Year
During Years 5 – 14	120 Hours per Year
During Years 15 – 19	160 Hours per Year
During Years 20+	184 Hours per Year

PTO may be used in 1/2-day increments. Employees are to provide reasonable notice of their request for PTO for vacation, preferably at least 7 days in advance. PTO requests, other than for sick leave, are approved based upon organizational staffing needs and the order of receipt of the requests. In the event that there is a conflict in PTO requests, requests will be honored in the order they are received.

The Village reserves the right to deny PTO requests.

PTO pay will be calculated based on the employee’s regular rate of pay as of the date of the PTO request times the number of hours the employee would otherwise have worked on that day.

The length of “Years of Service” is calculated on the basis of a “benefit year.” This is the 12-month period that begins upon hire. An employee’s benefit year may be extended for any significant leave of absence except for those covered under statutory protection.

Carryover and Payout

Employees may carry forward a maximum of 10 days (80 hours) unused PTO days into each benefit year.

Upon separation of employment, employees will be paid for unused PTO time that has been earned through the last day of work. Any advances of PTO time will be deducted from an employee's final pay. If an employee separates from employment and their final pay is less than the amount advanced, the employee shall be responsible for reimbursing the Village for any difference.

Paid Medical Leave

Regular full-time and regular part-time non-exempt employees who work an average of at least 25 hours per week for 25 weeks per year or more are eligible for paid medical leave benefits for periods of temporary absence due to illnesses, injuries, or preventative medical care for the employee or the employee's immediate family members (spouse, children, parents, grandparents and grandchildren). Employees may also take paid time off if the employee or a family member is a victim of domestic violence or sexual assault.

Eligible employees will accrue paid medical leave benefits at the rate of 1 hour for every 35 hours worked. Accrual is limited to 40 hours in a calendar year. Carry-over of unused paid medical leave is permitted, but Employees may not use more than 40 hours of paid medical leave in a calendar year. In addition, new employees may not use accrued paid medical leave until they have completed 90 days of employment. Employees will not be compensated for unused paid medical leave upon termination of employment or otherwise.

Employees who are unable to report to work due to illness or injury must speak directly with Village Manager before the scheduled start of their workday to request paid medical leave using the Villages' normal call-in procedures. The Village Manager must be contacted on each additional day of absence if an expected time off from work cannot be provided. Failure to follow the required call-in procedure may lead to discipline consistent with the Villages' discipline policies.

Paid medical leave can be used in a minimum of 1-hour increments. An employee must submit to the Village Manager a physician's statement of the condition being treated and the need for care as documentation for paid medical leave within 3 days of requesting paid medical leave under this policy. Paid Medical Leave under this policy will be substituted for a portion of, and runs concurrently with, any eligible time taken under the Villages' Family Medical Leave Act policy for the serious health condition of an employee or family member. In addition, Paid Medical Leave will be substituted for a portion of, subtracted from, and runs concurrently with, any paid time off otherwise available to the employee under the Villages' PTO policies. Before returning to work from a paid medical leave absence of three (3) calendar days or more, an employee must provide a physician's verification that they may safely return to work.

Bereavement Leave

In the event of a death in an employee's family, the Village provides up to three 3 days of paid bereavement leave to full-time employees. Generally speaking, the full 3 days is provided in the case of a very close relationship, or when extensive travel is required, or when the employee has a formal role in making funeral arrangements or in settling the affairs of the estate. Shorter funeral or bereavement leave is available to attend extended family members' funeral services.

The Village's ability to provide this benefit is dependent upon the staff's responsible use of it, and like all leaves, is subject to approval based on operational demands.

A very close relationship that would typically qualify for a 3-day bereavement leave includes spouse, parent, child, sibling, grandparent, grandchild, a member of the household, or a similar relationship established by law or marriage (i.e. legal guardianship, "steps" or "in-laws").

An employee may use accrued PTO time to extend bereavement leaves or to attend services for individuals not covered within this policy.

Family and Medical Leave Act (FMLA)

A. General

We recognize that there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, we will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any other leave authorized by the FMLA:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When an employee is unable to work due to their own serious health condition;
- **Family Care Leave:** To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave:** When an employee's spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave:** To care for an employee's spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active duty. **Note:** A leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

B. Key Policy Definitions

- **Eligible employees** under this policy are those who have been employed by the Village for at least 12 months or 52 weeks (need not be consecutive months and

under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leaving during the week. Employees who work in small locations with fewer than 50 employees within 75 miles are not eligible for leave. However, employees should contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.

- **Leave year** for the purposes of this policy shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- A **spouse** means a husband, wife, or other person to whom Employee is wed under a legally recognized marriage.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster child, step-child, legal ward, or a child for whom the employee stood *in loco parentis* to, who is (1) under 18 years of age, or (2) 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.
- A **parent** means a biological, adoptive, step, or foster parent or any other individual who stood *in loco parentis* to the employee when the employee was a son or daughter.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.
- A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care, an absence of more than 3 consecutive days and requiring continuing treatment by a health care provider, or periods of incapacity for a chronic serious health condition. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as a cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions which may qualify, contact Human Resources.
- A **health care provider** is a medical doctor or doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, or clinical social worker. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);

- Attending official ceremonies, programs, or military events;
 - Special childcare needs created by a military call-up, including making alternative childcare arrangements, handling urgent and non-routine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for the military service member, the employee, or the military service member's son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active-duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Village and employee.
- A ***serious injury/illness*** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

C. Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.***

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.***

Leave Request Process: To request leave under this policy, employees must obtain and complete a leave request form from their supervisor or Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and

employees will be absent more than three days, employees should contact Human Resources by telephone and request that a leave form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work.

Call-in Procedures: In all instances where an employee will be absent, the call-in procedures and standards established for giving notice of absence from work must be followed, including any absences related to approved intermittent FMLA leave. Failure to follow this policy may result in denial of a leave request.

D. Leave Increments

Parental Leave: Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave: Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

E. Paid Leave Utilization During FMLA Leave

Employees taking parental, family care, military exigency and/or military care leave must utilize available PTO, personal days, and/or family illness days during this leave. Employees on personal medical leave must utilize available sick, personal, and PTO days during this leave.

In addition, FMLA leave will be run concurrently with any period of approved short-term or long-term disability, or workers' compensation leave. Employees receiving short- or long-term disability or workers' compensation benefits during a personal medical leave will not be required to utilize other paid time off benefits. However, employees may elect to utilize accrued benefits to supplement these benefits.

F. Certification and Fitness for Duty Requirements

Employees requesting family care, personal medical, or military care leave must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In the Village's discretion, employees may also be required to obtain a second and third certification from another health care provider at Village expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Employees requesting a military exigency leave may also be required to provide appropriate active-duty orders and subsequent information concerning particular qualifying exigencies involved.

Employees requesting personal medical leave will also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

G. Scheduling Leave and Temporary Transfers

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

H. Health Insurance

The Village will maintain an employee's health insurance coverage during leave on the same basis as if the employee were still working. Employees must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. In this event, the Village will notify the employee 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at the Village's option, the Village may pay the employee's share of the premiums during the leave and recover the costs of this insurance upon the employee's return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if an employee does not return to work at the end of leave, the Village may require the employee to reimburse the Village for the health insurance premiums paid during the leave.

I. Return to Work

Employees returning to work at the end of their leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

We are not obligated to hold your position open for you if you do not return from an approved FMLA leave. However, if you are unable to return to work after an FMLA approved leave due to a serious health condition, please contact Human Resources as soon as possible. We may ask you for additional medical documentation or other information to evaluate whether you have a disability covered by the disability discrimination laws and whether we may be able to extend a reasonable accommodation to you such as additional leave time.

J. Spouse Aggregation

In the case where an employee and his or her spouse are both employed by the Village, the total number of weeks to which both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Village will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee's own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

K. General Provisions

Failure to Return: Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

Alternative Employment: No employee, while on leave of absence, shall work or be gainfully employed either for themselves or others unless express, written permission to perform such outside work has been granted by the Village. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

Parental Leave Policy

Eligibility: Full-time Village employees who have been employed for at least 18 months. The employee must be the parent of a newly born child or the legally designated guardian of a child who is newly adopted. The employee also must not have taken any prior Parental Leave in the 12 months before the date that Parental Leave will begin.

Requirements: Employee shall supply at least 60 days' written notice to the Village Manager; however, the Village Manager shall supply their written notice to the Village President. Under no circumstances will Parental Leave be more than two (2) weeks (80 hours). If asked, the employee must supply proof of the date of birth or adoption.

Effective Date: Eligibility for Parental Leave begins on the date of birth of an employee's child, or the date custody of a child is taken by the employee through an adoption agreement. If an employee is having multiple children of a single pregnancy or adopts multiple children simultaneously, it will be considered a single event and does not increase the length of leave.

Parental Leave: Parental Leave may consist of Village-Paid Parental Leave, PTO and Unpaid Time Off.

1. **Village Paid Parental Leave** – Two (2) weeks (80 hours) will be designated as Village-Paid Parental Leave, whereby an employee will continue to be paid for their

regular hours worked by the Village with no time deducted from any of the employee's leave banks. Village-Paid Parental Leave must be used within one year from the effective date.

2. Paid Time Off/Unpaid Time Off - Following Village-Paid Parental Leave, the employee may use any combination of unused and available paid time off or unpaid time off following FMLA guidelines. Employees are not allowed to request any payment in lieu of Parental Leave. Unused Parental Leave will not be paid upon termination of employment. An employee who does not return to work on or before the end of their approved Parental Leave Period will be considered to have voluntarily resigned from Village employment. Any employee who resigns under these circumstances will lose all remaining paid time off. Said lost paid time off will not be paid to the employee, unless otherwise indicated in a collective bargaining agreement.

Interaction with FMLA: Any approved Parental Leave under this policy runs simultaneously and concurrently with any available FMLA leave for the same birth or adoption.

Other Employee Benefits: The employee will remain eligible to receive all employer-paid benefits and continue to accrue all other forms of paid leave while on Parental Leave under this policy. The Village will maintain any pre-existing health insurance coverage. Employees will continue to be responsible for their portion of health insurance premiums. Employee portions of premiums will continue to be deducted from employee's pay during periods of Village Paid Parental Leave and paid time off. The employee is responsible for making any necessary arrangements for payment of their portion of the premium during any unpaid time off. Failure to do so may result in loss of health insurance coverage through the Village. The Village reserves the right to make modifications to health insurance and other benefits consistent with its policies. Any such changes will apply to employees on approved Parental Leave on the same date they take effect for all other active employees.

Overtime/Holiday Pay: Employees on Parental Leave are not eligible for overtime pay. An employee may receive Holiday Pay during any approved Parental Leave period, provided they comply with all other applicable policies and collective bargaining agreements.

Military Leave

It is Village policy to grant a leave of absence without pay to employees who participate in U.S. Armed Forces Reserve or National Guard training programs in accordance with the provisions of applicable law.

Decatur abides by all applicable regulations and laws regarding the employment rights of those serving in the armed forces, as well as those returning from military service. An employee is required to provide evidence of military orders received. Reinstatement following military leave is provided to the full extent required by applicable law.

Jury Duty

An employee summoned for jury duty will be granted a leave of absence for the time necessary for jury duty. The employee should promptly bring the summons to the Village Manager, so scheduling arrangements can be made. Any employee who must serve on a jury will receive the difference between his/her regular pay for the period while on jury duty and his/her jury pay. Employees must furnish proof of jury pay and service.

HANDBOOK ACKNOWLEDGEMENT

This Handbook contains important policies, goals, benefits, and expectations of the Village of Decatur (the "Village" or "Decatur") as well as other information that you will need. By signing below, you acknowledge the following:

- I understand that this Handbook cannot contemplate every possible situation that I may encounter at Decatur. Accordingly, I will contact Decatur management or my supervisor if I have any questions about the policies or procedures contained in this Handbook.
- I have been provided a copy or access to this Handbook and have read and understand Decatur's Personnel Handbook. I understand that Decatur reserves the right to change any of its employment policies on a prospective basis at any time.
- I also understand and acknowledge that my employment with Decatur is at-will. I understand that employment-at-will means that I may terminate my employment at any time for any reason, with or without notice. Additionally, Decatur may terminate my employment at any time, for any reason.
- All records, files, materials, and software that I have access to in the course of my employment and that relate to Village business are considered confidential. This Handbook contains, and I will adhere to, Non-Disclosure of Confidential Information and Return of Village Property policies.
- I understand and acknowledge that there may be changes to the policies, benefits and expectations in this Handbook. There also may be additions to these policies. This Handbook contains no guarantees and is not a contract of employment. The only exception is that Decatur's policy on employment-at-will will never be changed.
- I understand that it is my responsibility to read this Handbook. I acknowledge, understand, accept and agree to comply with the information contained in this Handbook.

Date: _____

Employee Signature: _____

Employee Name: _____

HANDBOOK ACKNOWLEDGEMENT FOR POLICE OFFICERS

This Handbook contains important policies, goals, benefits, and expectations of the Village of Decatur (the "Village" or "Decatur") as well as other information that you will need. By signing below, you acknowledge the following:

- I understand that this Handbook cannot contemplate every possible situation that I may encounter at Decatur. Accordingly, I will contact Decatur management or my supervisor if I have any questions about the policies or procedures contained in this Handbook.
- I have been provided a copy or access to this Handbook and my collective bargaining agreement and have read Decatur's Handbook. I understand that Decatur reserves the right to change any of its employment policies on a prospective basis at any time provided they do not conflict with my collective bargaining agreement.
- All records, files, materials, and software that I have access to in the course of my employment and that relate to Village business are considered confidential. This Handbook contains, and I will adhere to, Non-Disclosure of Confidential Information and Return of Village Property policies.
- I understand and acknowledge that there may be changes to the policies, benefits and expectations in this Handbook. There also may be additions to these policies. This Handbook contains no guarantees and is not a contract of employment, but my collective bargaining agreement does apply, and in the event of a conflict, my collective bargaining agreement governs.
- I understand that it is my responsibility to read this Handbook. I acknowledge, understand, accept and agree to comply with the information contained in this Handbook.

Date: _____

Employee Signature: _____

Employee Name: _____



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A

DATE: November 7, 2022

SUBJECT: Request to adopt Resolution 2022-009, a resolution to purchase, acquire and construct improvements to the water system and to publish notice of intent to issue revenue bonds.

Action Requested:

It is requested that the Village Council adopt Resolution 2022-009, a resolution to purchase, acquire and construct improvements to the water system and to publish notice of intent to issue revenue bonds.

Background:

The Village of Decatur has received it's closing checklist referred to the USDA project for capital improvements to the Water & Sewer Systems. One of those items include a first step to publish a notice of intent. Specifically, the Village Council determines to design, purchase, acquire, and construct improvements and to pay the cost through the issuance of a series of revenue bonds pursuant to Act 94 for the improvements in the amount of \$2,900,000.

These resolutions are necessary to start the legal process, with a key first step being to publish a notice of intent. This starts a 45-day period in which electors in the Village could petition for an election on the bond issue. If sufficient petitions are not received, within 45 days the Village is then clear to move forward with the project by vote of the Council.

At this time staff is only requesting to adopt Resolution 2022-009, a resolution to publish notice of intent to issue revenue bonds.

Attachments:

USDA - Checklist
Resolution 2022-009



United States Department of Agriculture

Decatur, Village of – Closing Checklist (WATER & SEWER) This checklist does not replace the Letter of Conditions.

1. The draft professional service agreements submitted with the application must be executed and concurred with by USDA:
 - Engineering Agreement (Wightman). *Done. In CPAP.*
 - Legal Services Agreement (MI Guide 4, Nick Curcio)
 - Bond counsel engagement letter (Roger Swets)
 - Financial Advisor (Andy Campbell)
2. Use MI Guide 4, Attachment 3 to make the following certifications:
 - a. Number of customers
 - i. Water: 541 residential, 247 other
 - ii. Sewer: 523 residential, 247 other
 - b. Zoning
 - c. Adequacy of accounting system
3. Color-coded R-O-W Map. Use two different maps. One for water and one for sewer. (prior to bidding)

Regarding rights-of-ways and transmission lines that are part of a water / sewer utility, OGC no longer requires that a color-coded map for the applicant's entire utility system be prepared, only a map reflecting

 - structure sites,
 - rights-of-way and transmission lines that will be constructed, improved or otherwise disrupted by the project financed with RD funds.
4. Preliminary Title Opinion (1927-9) or commitment for an endorsement. One structure per PTO is recommended. (prior to bidding)
 - a. Water
 - b. Sewer
5. Right of Way Certificate. (Form 442-21) (prior to bidding)
 - a. Water
 - b. Sewer
6. Opinion of Counsel Relative to the Rights-of-Way. (Form 442-22) (prior to bidding)
 - a. Water
 - b. Sewer
7. OGC Closing Instructions will be requested after items 3-6 are submitted. (to be completed by USDA)
8. Audit Engagement Letter for FY ending 2/28/2023. A Single Audit is required if the Village expends more than \$750,000 of federal funds in a fiscal year. The CFDA # is 10.760. Share this with your auditing firm. Call Paul if there are questions.
9. Draft operating budget with proposed rate analysis. Work with Andy Campbell to complete,
 - a. Water budget must include \$8,240/year bond reserve and \$16,000/year Repair Replacement & Improvement (RRI) reserve. (prior to bidding)
 - b. Sewer budget must include \$13,130/year bond reserve and \$11,667/year Repair Replacement & Improvement (RRI) reserve. (prior to bidding)

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10. Signed operating budget and Village approved rate structure after bid opening and prior to loan closing. Work with Andy Campbell to complete.
 - a. Water
 - b. Sewer
11. Certification that Decatur has a Vulnerability Assessment and Emergency Response Plan. (prior to bidding)
 - a. Water
 - b. Sewer
12. Form SF 3881 "ACH Enrollment". Loan draws will be sent to this account. (prior to bidding)
 - a. Water
 - b. Sewer
13. Form 3550-28 "Authorization for Preauthorized Payments". Loan payments will be made from this account. (prior to bidding)
 - a. Water
 - b. Sewer
14. Confirm with Bond Counsel that Decatur has qualified status with the MI Dept. of Treasury. (prior to bidding)
15. Proof of insurance
 - a. Public liability
 - b. Property damage & extended warranties
 - c. Flood—if necessary
 - d. Worker's compensation
 - e. Fidelity/dishonesty/embezzlement. This must be a position bond insuring USDA. The use of form 440-24 is preferred.
 - i. Water minimum coverage \$82,400
 - ii. Sewer minimum coverage \$ 131,300
16. An ADA self-evaluation & transition plan of the Village Hall (prior to bidding)
17. Four factor analyses for Limited English Proficiency. (prior to bidding) Done 10-12-2022. See Title VI ND Plan in my 400-8 folder.
18. Compliance Review information (prior to bidding)
 - a. A listing (numbers only) of Village employees broken down by the following categories:
 - i. Male or female
 - ii. Hispanic or non-Hispanic
 - iii. American Indian/Alaskan Native, Asian, Black or African American, Native Hawaiian, White
 - b. A listing (numbers only) of Village Council members broken down by the following categories:
 - i. Male or female
 - ii. Hispanic or non-Hispanic
 - iii. American Indian/Alaskan Native, Asian, Black or African American, Native Hawaiian, White
19. Do not let the SAM.gov registration expire.
20. Permit to construct from EGLE. (prior to bidding)
 - a. Water
 - b. Sewer
21. All other permits. The engineer will confirm the need for other permits. (Prior to bidding)
22. Submit plans & specification to RD for approval prior to bidding. Must include AIS language.

23. Rural Development will authorize the project to be bid.
24. Affidavit of publication of request for bids.
25. Tabulation of bids.
26. Recommendation from engineer regarding award of contract.
27. Draft minutes from board meeting authorizing award of contract.
28. Review the project budget. (after bid opening)
 - a. Water
 - b. Sewer
29. State RD Engineer concurrence with bid award.
30. Final Title Opinion (1927-10) or title insurance policy – issued the day of closing. If using title insurance, exceptions will need to be waived by local attorney & USDA.
 - a. Water
 - b. Sewer
31. Bulletin 1780-27 USDA Loan Resolution. (Approved after bid opening)
 - a. Water
 - b. Sewer
32. Stay in contact with Roger Swets regarding bond ordinance approval and publication requirements. (Hint: It would be ideal to approve the bond ordinance, USDA loan resolution and award the construction contract at the same Village Council meeting.)
33. Resume of the engineer's proposed project inspector.
34. Documentation that the owner's contribution is available for the payment of project expenses.
 - a. Water \$529,000 State Infrastructure Bank
 - b. Water \$279,000 Owner Contribution
 - c. Sewer \$171,000 Owner Contribution
35. Complete copy of the construction contract with attorney's opinion. Electronic copies for USDA. USDA concurrence with the construction contract is required.
36. Schedule a preconstruction conference. To be scheduled by the project engineer.
37. Schedule a loan closing date and submit a draw request for disbursement at closing.
 - a. Water
 - b. Sewer

**VILLAGE OF DECATUR
Van Buren County, Michigan**

RESOLUTION NO. _____

**RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT
IMPROVEMENTS TO THE WATER SYSTEM AND TO PUBLISH
NOTICE OF INTENT TO ISSUE REVENUE BONDS**

Minutes of a regular meeting of the Village Council of the Village of Decatur, Van Buren County, Michigan, held at the Village Hall, on November 7, 2022, at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Village Council deems it to be in the best interests of the Village of Decatur (the "Village") to design, purchase, acquire and construct certain improvements to the Village's Water System, including without limitation, improving, reconstructing, replacing and installing water mains, water main appurtenances, customer services, the restoration of streets, rights-of-way and easements affected by the improvements and related facilities, all work, equipment, and appurtenances necessary or incidental to these improvements as well as other Water System improvements as determined by the Village (the "Improvements"), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"); and

WHEREAS, pursuant to Section 33 of Act 94, it is necessary to publish a Notice of Intent to Issue Bonds for the Improvements; and

WHEREAS, the Village may proceed with the Improvements prior to the issuance of the bonds; and

WHEREAS, the Village may incur substantial capital expenditures for the Improvements prior to the issuance of the bonds, and desires to be reimbursed for such expenditures from the proceeds of the bonds.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Village Council determines to design, purchase, acquire, and construct the Improvements and to pay the cost through the issuance of one or more series of revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed \$2,900,000 (the "Bonds").

2. A Notice of Intent to issue the Bonds be published in accordance with Section 33 of Act 94, and the Clerk of the Village is authorized and directed to publish the Notice of Intent to Issue Bonds in a newspaper of general circulation in the Village, which Notice shall be substantially in the form on the attached Exhibit A, with such changes as may be approved by the Village Manager of the Village.

3. The Village may proceed to acquire and construct the Improvements using available funds of the Village from the Water Fund, which is a fund for the Water System of the Village, and other funds of the Village.

4. At such time as the Village issues the Bonds for the long-term financing of the Improvements, the Village shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Bonds.

5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Bonds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the Village to prepare the documents for the issuance of the Bonds for financing acquisition of the Improvements.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Megan Duncan, Clerk

CERTIFICATION

I certify that the foregoing is a true and complete copy of a Resolution adopted by the Village Council of the Village of Decatur, Van Buren County, Michigan, at a regular meeting held on November 7, 2022, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

November 7, 2022

Megan Duncan, Clerk

[NOTE TO PUBLISHER – PUBLICATION MUST BE 1/4 PAGE SIZE]

EXHIBIT A

**NOTICE OF INTENT TO ISSUE
WATER SYSTEM REVENUE BONDS
TO THE ELECTORS OF THE VILLAGE OF DECATUR**

PLEASE TAKE NOTICE that the Village Council of the Village of Decatur (the “Village”) intends to issue bonds, in one or more series, in an amount of not to exceed \$2,900,000 (the “Bonds”).

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the Village’s Water System, including without limitation, improving, reconstructing, replacing and installing water mains, water main appurtenances, customer services, the restoration of streets, rights-of-way and easements affected by the improvements and related facilities, all work, equipment, and appurtenances necessary or incidental to these improvements as well as other Water System improvements as determined by the Village, and to pay the costs of issuing the Bonds and capitalized interest, if any.

The Bonds of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law payable over not more than forty (40) years from the date of issuance of the Bonds. The Bonds shall be issued pursuant to Act 94, Public Acts of Michigan, 1933, as amended.

SOURCE OF PAYMENT

The principal of and interest on the Bonds shall be payable from the net revenues derived from the operation of the Water System. In addition, the Bonds may be secured by the full faith and credit of the Village as limited by applicable constitutional and statutory limitations on the taxing power of the Village.

RIGHT OF REFERENDUM

The Bonds will be issued without a vote of the electors approving such Bonds, unless, within 45 days from the date of publication of this Notice of Intent, a petition, signed by not less than 10% of the registered electors residing within the limits of the Village shall have been filed with the Clerk of the Village or other recording officer of the Village requesting a referendum upon the question of the issuance of the Bonds. If such a petition is filed, the Bonds shall not be issued until approved by the vote of a majority of the electors residing within the Village qualified to vote and voting thereon at a general or special election.

This Notice is published pursuant to the requirements of Section 33 of Act 94.

Megan Duncan, Clerk



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A

DATE: November 7, 2022

SUBJECT: Request to adopt Resolution 2022-010, a resolution to purchase, acquire and construct improvements to the sewer system and to publish notice of intent to issue revenue bonds.

Action Requested:

It is requested that the Village Council adopt Resolution 2022-010, a resolution to purchase, acquire and construct improvements to the sewer system and to publish notice of intent to issue revenue bonds.

Background:

The Village of Decatur has received its closing checklist referred to the USDA project for capital improvements to the Water & Sewer Systems. One of those items include a first step to publish a notice of intent. Specifically, the Village Council determines to design, purchase, acquire, and construct improvements and to pay the cost through the issuance of a series of revenue bonds pursuant to Act 94 for the improvements in the amount of \$4,600,000.

These resolutions are necessary to start the legal process, with a key first step being to publish a notice of intent. This starts a 45-day period in which electors in the Village could petition for an election on the bond issue. If sufficient petitions are not received, within 45 days the Village is then clear to move forward with the project by vote of the Council.

At this time staff is only requesting to adopt Resolution 2022-010, a resolution to publish notice of intent to issue revenue bonds.

Attachments:

USDA - Checklist
Resolution 2022-010



United States Department of Agriculture

Decatur, Village of – Closing Checklist (WATER & SEWER) This checklist does not replace the Letter of Conditions.

1. The draft professional service agreements submitted with the application must be executed and concurred with by USDA:
 - Engineering Agreement (Wightman). *Done. In CPAP.*
 - Legal Services Agreement (MI Guide 4, Nick Curcio)
 - Bond counsel engagement letter (Roger Swets)
 - Financial Advisor (Andy Campbell)
2. Use MI Guide 4, Attachment 3 to make the following certifications:
 - a. Number of customers
 - i. Water: 541 residential, 247 other
 - ii. Sewer: 523 residential, 247 other
 - b. Zoning
 - c. Adequacy of accounting system
3. Color-coded R-O-W Map. Use two different maps. One for water and one for sewer. (prior to bidding)

Regarding rights-of-ways and transmission lines that are part of a water / sewer utility, OGC no longer requires that a color-coded map for the applicant's entire utility system be prepared, only a map reflecting

 - structure sites,
 - rights-of-way and transmission lines that will be constructed, improved or otherwise disrupted by the project financed with RD funds.
4. Preliminary Title Opinion (1927-9) or commitment for an endorsement. One structure per PTO is recommended. (prior to bidding)
 - a. Water
 - b. Sewer
5. Right of Way Certificate. (Form 442-21) (prior to bidding)
 - a. Water
 - b. Sewer
6. Opinion of Counsel Relative to the Rights-of-Way. (Form 442-22) (prior to bidding)
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8. Audit Engagement Letter for FY ending 2/28/2023. A Single Audit is required if the Village expends more than \$750,000 of federal funds in a fiscal year. The CFDA # is 10.760. Share this with your auditing firm. Call Paul if there are questions.
9. Draft operating budget with proposed rate analysis. Work with Andy Campbell to complete,
 - a. Water budget must include \$8,240/year bond reserve and \$16,000/year Repair Replacement & Improvement (RRI) reserve. (prior to bidding)
 - b. Sewer budget must include \$13,130/year bond reserve and \$11,667/year Repair Replacement & Improvement (RRI) reserve. (prior to bidding)

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10. Signed operating budget and Village approved rate structure after bid opening and prior to loan closing. Work with Andy Campbell to complete.
 - a. Water
 - b. Sewer
11. Certification that Decatur has a Vulnerability Assessment and Emergency Response Plan. (prior to bidding)
 - a. Water
 - b. Sewer
12. Form SF 3881 "ACH Enrollment". Loan draws will be sent to this account. (prior to bidding)
 - a. Water
 - b. Sewer
13. Form 3550-28 "Authorization for Preauthorized Payments". Loan payments will be made from this account. (prior to bidding)
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 - b. Sewer
14. Confirm with Bond Counsel that Decatur has qualified status with the MI Dept. of Treasury. (prior to bidding)
15. Proof of insurance
 - a. Public liability
 - b. Property damage & extended warranties
 - c. Flood—if necessary
 - d. Worker's compensation
 - e. Fidelity/dishonesty/embezzlement. This must be a position bond insuring USDA. The use of form 440-24 is preferred.
 - i. Water minimum coverage \$82,400
 - ii. Sewer minimum coverage \$ 131,300
16. An ADA self-evaluation & transition plan of the Village Hall (prior to bidding)
17. Four factor analyses for Limited English Proficiency. (prior to bidding) Done 10-12-2022. See Title VI ND Plan in my 400-8 folder.
18. Compliance Review information (prior to bidding)
 - a. A listing (numbers only) of Village employees broken down by the following categories:
 - i. Male or female
 - ii. Hispanic or non-Hispanic
 - iii. American Indian/Alaskan Native, Asian, Black or African American, Native Hawaiian, White
 - b. A listing (numbers only) of Village Council members broken down by the following categories:
 - i. Male or female
 - ii. Hispanic or non-Hispanic
 - iii. American Indian/Alaskan Native, Asian, Black or African American, Native Hawaiian, White
19. Do not let the SAM.gov registration expire.
20. Permit to construct from EGLE. (prior to bidding)
 - a. Water
 - b. Sewer
21. All other permits. The engineer will confirm the need for other permits. (Prior to bidding)
22. Submit plans & specification to RD for approval prior to bidding. Must include AIS language.

23. Rural Development will authorize the project to be bid.
24. Affidavit of publication of request for bids.
25. Tabulation of bids.
26. Recommendation from engineer regarding award of contract.
27. Draft minutes from board meeting authorizing award of contract.
28. Review the project budget. (after bid opening)
 - a. Water
 - b. Sewer
29. State RD Engineer concurrence with bid award.
30. Final Title Opinion (1927-10) or title insurance policy – issued the day of closing. If using title insurance, exceptions will need to be waived by local attorney & USDA.
 - a. Water
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31. Bulletin 1780-27 USDA Loan Resolution. (Approved after bid opening)
 - a. Water
 - b. Sewer
32. Stay in contact with Roger Swets regarding bond ordinance approval and publication requirements. (Hint: It would be ideal to approve the bond ordinance, USDA loan resolution and award the construction contract at the same Village Council meeting.)
33. Resume of the engineer's proposed project inspector.
34. Documentation that the owner's contribution is available for the payment of project expenses.
 - a. Water \$529,000 State Infrastructure Bank
 - b. Water \$279,000 Owner Contribution
 - c. Sewer \$171,000 Owner Contribution
35. Complete copy of the construction contract with attorney's opinion. Electronic copies for USDA. USDA concurrence with the construction contract is required.
36. Schedule a preconstruction conference. To be scheduled by the project engineer.
37. Schedule a loan closing date and submit a draw request for disbursement at closing.
 - a. Water
 - b. Sewer

VILLAGE OF DECATUR
Van Buren County, Michigan

RESOLUTION NO. _____

**RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT
IMPROVEMENTS TO THE SANITARY SEWER SYSTEM AND TO
PUBLISH NOTICE OF INTENT TO ISSUE REVENUE BONDS**

Minutes of a regular meeting of the Village Council of the Village of Decatur, Van Buren County, Michigan, held at the Village Hall, on November 7, 2022, at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Village Council deems it to be in the best interests of the Village of Decatur (the "Village") to design, purchase, acquire and construct certain improvements to the Village's Sanitary Sewer System, including without limitation, improving, lining, replacing and installing sewer mains; sewer lagoon improvements, including, without limitation sludge removal, stabilization lagoon improvements and lagoon appurtenances; the restoration of streets, rights-of-way and easements affected by the improvements and related facilities, all work, equipment, and appurtenances necessary or incidental to these improvements as well as other Sanitary Sewer System improvements as determined by the Village (the "Improvements"), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"); and

WHEREAS, pursuant to Section 33 of Act 94, it is necessary to publish a Notice of Intent to Issue Bonds for the Improvements; and

WHEREAS, the Village may proceed with the Improvements prior to the issuance of the bonds; and

WHEREAS, the Village may incur substantial capital expenditures for the Improvements prior to the issuance of the bonds, and desires to be reimbursed for such expenditures from the proceeds of the bonds.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Village Council determines to design, purchase, acquire, and construct the Improvements and to pay the cost through the issuance of one or more series of revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed \$4,600,000 (the "Bonds").

2. A Notice of Intent to issue the Bonds be published in accordance with Section 33 of Act 94, and the Clerk of the Village is authorized and directed to publish the Notice of Intent to Issue Bonds in a newspaper of general circulation in the Village, which Notice shall be substantially in the form on the attached Exhibit A, with such changes as may be approved by the Village Manager of the Village.

3. The Village may proceed to acquire and construct the Improvements using available funds of the Village from the Sewer Fund, which is a fund for the Sanitary Sewer System of the Village, and other funds of the Village.

4. At such time as the Village issues the Bonds for the long-term financing of the Improvements, the Village shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Bonds.

5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Bonds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the Village to prepare the documents for the issuance of the Bonds for financing acquisition of the Improvements.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Megan Duncan, Clerk

CERTIFICATION

I certify that the foregoing is a true and complete copy of a Resolution adopted by the Village Council of the Village of Decatur, Van Buren County, Michigan, at a regular meeting held on November 7, 2022, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

November 7, 2022

Megan Duncan, Clerk

[NOTE TO PUBLISHER – PUBLICATION MUST BE 1/4 PAGE SIZE]

EXHIBIT A

**NOTICE OF INTENT TO ISSUE
SANITARY SEWER SYSTEM REVENUE BONDS
TO THE ELECTORS OF THE VILLAGE OF DECATUR**

PLEASE TAKE NOTICE that the Village Council of the Village of Decatur (the “Village”) intends to issue bonds, in one or more series, in an amount of not to exceed \$4,600,000 (the “Bonds”).

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the Village’s Sanitary Sewer System, including without limitation, improving, lining, replacing and installing sewer mains; sewer lagoon improvements, including, without limitation sludge removal, stabilization lagoon improvements and lagoon appurtenances; the restoration of streets, rights-of-way and easements affected by the improvements and related facilities; all work, equipment, and appurtenances necessary or incidental to these improvements as well as other Sanitary Sewer System improvements as determined by the Village, and to pay the costs of issuing the Bonds and capitalized interest, if any.

The Bonds of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law payable over not more than forty (40) years from the date of issuance of the Bonds. The Bonds shall be issued pursuant to Act 94, Public Acts of Michigan, 1933, as amended.

SOURCE OF PAYMENT

The principal of and interest on the Bonds shall be payable from the net revenues derived from the operation of the Sanitary Sewer System. In addition, the Bonds may be secured by the full faith and credit of the Village as limited by applicable constitutional and statutory limitations on the taxing power of the Village.

RIGHT OF REFERENDUM

The Bonds will be issued without a vote of the electors approving such Bonds, unless, within 45 days from the date of publication of this Notice of Intent, a petition, signed by not less than 10% of the registered electors residing within the limits of the Village shall have been filed with the Clerk of the Village or other recording officer of the Village requesting a referendum upon the question of the issuance of the Bonds. If such a petition is filed, the Bonds shall not be issued until approved by the vote of a majority of the electors residing within the Village qualified to vote and voting thereon at a general or special election.

This Notice is published pursuant to the requirements of Section 33 of Act 94.

Megan Duncan, Clerk



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A

DATE: November 7, 2022

SUBJECT: Request to approve Village Manager, Contract Extension, Christopher Tapper, from 2024 – 2027.

Action Requested:

It is requested that the Village Council approve the Village Manager, Contract Extension, Christopher Tapper, from 2023 – 2027.

Background:

The September 6, 2022, Village Council meeting, the Village Council held a performance evaluation of Village Manager, Christopher Tapper. Manager Tapper received an achievement of overall rating in the evaluation. It was requested by the Council to have the Budget Committee review the contract and offer amendments to be voted on by the Council.

The Budget Committee met Wednesday, October 19, 2022, with the Manager. Several topics were discussed. The Budget Committee reviewed the adopted Classification & Compensation Study, provided by the Michigan Municipal League. It should be noted that the Committee and Manager agreed the information in the study could already be outdated due to the current economic conditions and the changes in market value. The Committee reviewed three specific examples of market value managers salaries. Examples included;

- Village of Paw Paw, Manager, less than one year experience \$84,000 base salary
- Village of Jonesville, Manager, eight years' experience \$86,000 base salary plus car allowance
- Village of Vicksburg, Manager, seven years' experience \$91,021

The Budget Committee and Manager made several concessions and ultimately agreed to terms extension from 2023 – 2027, along with a one-time performance incentive increase for calendar year 2022. Additionally, minimal base wage increases for the additional years of the contract. It was the opinion of the Budget Committee and the Manager wanted to focus on performance



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

evaluations of the Manager each year to determine if any additional increase in salary should be tied to the performance review of the Council.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A

DATE: November 7, 2022

SUBJECT: Request to approve the disbursement of a Home Improvement Loan proceeds to Sherri Kniss, 120 E. Champion Street, Decatur, MI 49045 in the amount of \$5,000 for a term of three (3), contingent upon final approval conditions from Village Attorney.

Action Requested:

It is requested that the Village Council approve the disbursement of a Home Improvement Loan proceeds to Sherri Kniss, 120 E. Champion Street, Decatur, MI 49045 in the amount of \$5,000 for a term of three (3) years, contingent upon final approval conditions from the Village Attorney.

Background:

The Village of Decatur encourages residential community development investment in housing. The Village has a Home Improvement Loan Fund to assist residents with needs to improve the quality of their homes.

Sherri Kniss, 120 E. Champion Street, Decatur, MI 49045 is currently working on improvements to her residents. Cost estimates for construction of the new roof have been submitted and reviewed. At this time Sherri has provided 5 of the 7 requirements of the Village of Decatur. The two outstanding item are in transition at this time of the memo.

The Loan Committee along with staff are comfortable to bring this item to the Council for consideration. The following loan, mortgage, and personal note agreements are attached to this memo for review. It should be noted, staff is recommending this loan be considered for approval, contingent upon final approval conditions from the Village Attorney.

Attachments:

Loan Documents - Kniss

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") is made on November _____, 2022, between the VILLAGE OF DECATUR, a Michigan municipal corporation, through its Revolving Loan Fund, whose address is 114 N. Phelps Street, Decatur, Michigan 49045 (the "Lender") and Sherri Kniss., whose address is 120 E. Champion Street, Decatur, Michigan 49045, (the "Borrower").

1.0 LOAN. Lender agrees to loan Five Thousand Fifty and 00/100 Dollars (\$5,000.00) (the "Loan") to Borrower subject to the conditions of this Agreement and the other loan documents and upon execution of the **Promissory Note** in the form attached and made a part hereof as **Exhibit A** (the "Note") and the other required loan documents. Borrowers agree to pay to the order of the Village of Decatur at 114 N. Phelps Street, Decatur, Michigan 49045, or such other place Lender may designate in writing to Borrower, the following amounts in lawful money to the United States of America: (1) the principal sum of Five Thousand Fifty and 00/100 Dollars (\$5,000.00), (the "Loan"); (2) interest charges (defined in §2.0 and §11.0) on the Loan and on all past due amounts including interest on past due interest; (3) late charges (defined in §10.0); and, (4) reimbursement charges including but not limited to reasonable attorney fees resulting from document preparation, Loan collection and/or amended Loan documentation costs and other payment that the Lender may make on Borrowers' behalf. "Other Charges" are defined as the sum of (3) and (4) and shall be immediately due and payable. "Unpaid Balance" is defined as the sum of (1), (2), (3) and (4) net of all payments made by Borrowers under this Loan and shall be calculated on the following dates (the "Transaction date"): (a) the date on which a payment from Borrowers is received by Lender; (b) a date not later than fifteen (15) days after a payment from Borrowers is due but unpaid; (c) the date that Lender disburses Loan proceeds or makes a payment on behalf of Borrowers.

2.0 INTEREST CHARGES. The Unpaid Balance shall bear interest at the rate of Four percent (4%) per annum.

3.0 LOAN PAYMENTS.

(a) The Loan shall be due payable in equal monthly principal and interest payments with the first payment due December 15, 2022. See Exhibit B.

4.0 LOAN TERM. The Loan term begins on December 1, 2022, the date when the Loan funds are disbursed. The Loan term ends three (3) years from this date of beginning, whereupon any Unpaid Balance shall be immediately due and payable in full.

5.0 APPLICATION OF PAYMENT. All sums received from Borrowers under the Note shall be applied first to Other Charges then due, then to interest, and then to principal.

6.0 PREPAYMENT. Borrowers shall be entitled to prepay any portion of the Unpaid Balance at any time without penalty. However, no prepayment relieves Borrowers' obligations to make subsequent Scheduled Installments when due if any Unpaid Balance remains payable.

7.0 COLLATERAL. This loan will be secured by a mortgage on the real estate owned by Sherri Kniss. The real property is situated in the Village of Decatur, Van Buren County, Michigan, and located at 120 E. Champion Street, Decatur, Michigan 49045

8.0 EVENTS OF DEFAULT. Any of the following events shall constitute an Event of Default:

- (a) If any installment of principal or interest or any other sum payable hereunder is not paid in full when the same shall become due and payable according to the terms hereof, OR
- (b) If there shall be rendered against the Borrowers one or more judgments or decrees involving an aggregate liability of the loan amount or more, which has or have become non-appealable and shall remain undischarged, unsatisfied by insurance and unstayed for more than ninety (90) days, whether or not consecutive; or if a writ of attachment or garnishment against the property of the Borrowers shall be issued and levied in an action claiming the loan amount or more, and not released or appealed and bonded in a manner satisfactory to the Lender; OR
- (c) If any Loan Party is dissolved or shall cease doing business as an on-going business concern, or shall make any, or send notice of any intended, bulk sale, or shall sell assign, transfer, lease, convey or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (where now owned or hereafter acquired) to any Person or entity; OR
- (d) The Lender shall in good faith deem itself insecure.

- (e) Borrowers fail (See #16) to provide audited financial statements to Lender no later than 180 days after the end of Borrowers' fiscal year.

9.0 DEFAULT DECLARATION. Fifteen (15) days after Lender has sent written notice (see §14.0 of any one or more Events of Default (see §8.0), without effecting cure or unless waived in writing by Lender (see §12.0), all or any part of the Unpaid Balance shall be immediately due and payable at Lender's option (the "Payment Demand"). Notwithstanding that the period hereinbefore limited for the payment of the said balance may not then have expired; the VILLAGE OF DECATUR may thereafter enforce its rights under this contract in law or in equity, to forfeit the interests of Borrowers; or Unless all of the Payment Demand is then fully paid, Lender shall have and may exercise any rights and remedies provided in this Agreement, and/or granted secured or unsecured lenders under the Michigan Uniform Commercial code, and/or provided under any assignment, security agreement, or other Loan document. The Lender's rights shall include but not be limited to, the right to take possession and dispose of the collateral and offset those proceeds against the Unpaid Balance as well as any relief allowed in law or equity.

10.0 LATE CHARGE. In the event any scheduled payment is received more than fifteen (15) days after the due date, Borrowers must pay Lender an additional payment equal to the greater of Five and no/100 percent (5.00%) of the Scheduled Installment. The Late Charge shall be payable to Lender in order to defray the expense incident to the handling of such delinquent payment. Any Late Charge shall be immediately due and payable.

11.0 DEFAULT INTEREST CHARGE. If Lender declares an Event of Default (see §9.0), the Unpaid Balance shall bear an interest charge at the rate of seven percent (7%) per annum per annum (the "Default Interest Charge"). The Default Interest Charge shall be calculated by multiplying the Unpaid Balance by 7% (.07) and then dividing by 365 days (the "Default Daily Interest") and then multiplying the Default Daily Interest by the number of days that have occurred since the immediately preceding Transaction Date. The Default Interest Rate shall continue until the Unpaid Balance is paid in full. The imposition of the Default Interest Rate shall not impair any of the Lender's other rights.

12.0 WAIVER. Any waiver of the Lender's rights shall only be effective if made in writing by the Lender. A waiver of any Event of Default (see §8.0) shall not excuse any other default or excuse the same default on a future occasion. Lender's forbearance, delay or failure to exercise its rights under this Agreement or under any other Loan document(s) shall not be construed as a waiver.

13.0 LENDER'S CUMULATIVE RIGHTS. Lender's rights shall be in addition to all other rights provided by law or equity or that arise in connection with this Agreement or the Note.

14.0 NOTIFICATION. All notices, demands, waivers, requests, and other communications under this Agreement or under any other Loan document(s) must be in writing and shall only be effective if addressed and mailed, postage prepaid, to the applicable party's address as stated at the beginning of this Agreement or to such other address as shall be designated by such party in a written notice to the other party(s) that complies with the terms of this section.

15.0 STATE OF MICHIGAN. The Loan shall be governed by and construed in accordance with the laws of the State of Michigan (the "State") and applicable federal law. Borrowers consent to Lender's choice of venue in any state or federal court located in Michigan.

16.0 INFORMATION REQUIREMENTS. Borrowers agree to provide audited financial statements to Lender no later than 180 days after the end of Borrowers' fiscal year.

17.0 SOURCE OF LOAN FUNDS. Borrowers acknowledge that the source of the funds for this Loan originates from the Village of Decatur Revolving Loan Fund and that the use of these funds is governed by federal rules and regulations, State laws, guidelines, and policies.

18.0 INDEMNIFICATION. Borrowers shall indemnify and hold harmless Lender against all liability, damage, and injury arising or occurring in connection with Borrowers' management, ownership, occupancy, or use of any of the property and assets purchased with the Loan and/or pledged as security for the Loan.

19.0 OTHER REQUIREMENTS. This document shall act as a Security Agreement for business record keeping. Borrowers authorize the filing of a UCC Financing Statement listing the Village of Decatur as a Secured Party.

20.0 USE OF LOAN PROCEEDS. Borrowers represents that the Loan proceeds will be used for remodeling the premises at 120 E. Champion Street and replacing the roof at 120 E. Champion Street with a more permanent structure.

21.0 INSURANCE REQUIREMENTS. Borrowers agree to provide adequate insurance coverage (the "Insurance") for all the projects and equipment for which the loan proceeds will be used and agrees to provide evidence to Lender that such Insurance lists Lender

as an additional loss payee and that the Insurance provider may not cancel the Insurance without providing Thirty (30) days prior notice to Lender.

22.0 GENERAL INFORMATION.

- (a) The headings of the numbered sections are for convenience only and do not limit, define or construe the contents of such sections.
- (b) Each separately identified section or subsection of the Agreement or any other Loan document(s) shall be treated as severable. If any section or subsection of the Agreement or any other Loan document(s) is judicially declared to be illegal, invalid, or unenforceable, then the remaining sections of the Agreement and the other document(s) shall be unaffected and remain in full force.
- (c) Whenever used, words of singular neuter import shall be read as if written in the plural, masculine, or feminine whenever the circumstances so require.
- (d) The Agreement and the other loan documents shall be binding upon Borrowers, its successors and assigns, and shall inure to Lender's benefit and to Lender's successors and assigns.

AS WITNESSED BELOW, Borrower and Lender have duly executed this Agreement on the _____ day of November 2022.

EXHIBIT B

SCHEDULED INSTALLMENT PAYMENTS

Principal: \$5,000.00

Interest Rate: 4%

Payment amortized over Years: 3

Monthly principal and interest paid in equal installments, so balance paid in full within 3 years, commencing on December 31, 2025.

MORTGAGE

This Mortgage is made on November _____, 2022, between Sherri Kniss, whose address is 120 E. Champion Street, Decatur, Michigan 49045, ("Mortgagor") and VILLAGE OF DECATUR, a Michigan municipal corporation, through its Revolving Loan Fund, whose address is 114 N. Phelps Street, Decatur, Michigan 49045 ("Mortgagee").

For value received, Mortgagor mortgages and warrants to Mortgagee the property situated in the Village of Decatur, Van Buren County, Michigan, and located at 120 E. Champion Street, Decatur, Michigan 49045

together with the easements, rights-of-way, licenses, privileges, hereditaments, and appurtenances belonging to the property, and all the rents, issues, leases, and profits, the interest of Mortgagor in the property, either at law or in equity, all buildings, structures, and improvements, and all fixtures located in, on, or affixed to the property, and used or usable in connection with the operation of the property (all of the above-stated property are collectively referred to in this Mortgage as the "Premises").

This Mortgage is given to secure the following:

- a. payment of the Indebtedness evidenced by a Promissory Note of even date herewith, made and delivered by Mortgagor to Mortgagee, in the principal sum of FIVE Thousand and 00/100 Dollars (\$5,000.00), payable with interest (the "Note").
- b. payment by Mortgagor to Mortgagee of all sums expended or advanced by Mortgagee pursuant to any term or provision of this Mortgage.
- c. performance of the covenants, conditions, and agreements contained in this Mortgage, in the Note, in any security agreement given in connection with this transaction, and in any other documents securing the indebtedness shown above.
- d. all other indebtedness and obligations of Mortgagor presently or subsequently owing to Mortgagee, including but not limited to all future advances under this Mortgage or on the Note and under all notes, loan agreements, security agreements, pledge agreements, assignments, mortgages, leases, guarantees, and any other agreements, instruments, or documents previously or subsequently signed by
Mortgagor, whether the indebtedness or obligations are direct or indirect, absolute or contingent, primary or secondary, or related or unrelated to the Premises or the transaction of which this Mortgage is a part, and any and all partial or full extensions or renewals of this indebtedness or other Indebtedness and obligations (all of the foregoing are collectively referred to as the "Indebtedness")

Mortgagor warrants, covenants, and agrees to the following:

1. Title. Mortgagor is seized of the Premises in fee simple. Mortgagor had the right and power to Mortgage and warrant the Premises as set forth in this Mortgage. The Premises are free from all liens and encumbrances except easements and restrictions of record. Mortgagor will defend the Premises against all claims and demands.
2. Payment of Indebtedness. Mortgagor will pay all Indebtedness when due, including the principal and interest, as provided in the Note.
3. Taxes and Assessments. Until the Indebtedness is fully satisfied, Mortgagor will pay all taxes, assessments, and other similar charges and encumbrances levied on the Premises before they become delinquent, and will promptly deliver to Mortgagee, without demand, receipts showing the payment.
4. Tax and Insurance Escrow. On request, at the option of Mortgagee, Mortgagor will pay to Mortgagee monthly, in addition to each monthly payment required by this Mortgage or under the Note, a sum equivalent to one-twelfth of the amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay, at least 30 days before they become due, all taxes, assessments, and other similar charges levied against the Premises, and all insurance premiums on any policy or policies of insurance required by this Mortgage. The additional payments may be commingled with the general funds of Mortgagee, and no interest shall be payable on those payments. On demand by Mortgagee, Mortgagor will deliver and pay over to Mortgagee any additional sums necessary to make up any deficiency in the amount necessary to enable Mortgagee to fully pay when due any of the preceding items. In the event of any default by Mortgagor in performing any of the terms of this Mortgage, Mortgagee may apply against the Indebtedness, in the manner that Mortgagee may determine, any funds of Mortgagor then held by Mortgagee under this paragraph.
5. Change of Law. If, after the date of this Mortgage, any statute or ordinance is passed that changes in any way the laws now in force for the taxation of mortgages or mortgaged debts or the manner in which those taxes are collected, so as to affect this Mortgage or the interest of Mortgagee, the whole of the principal sum secured by this Mortgage, with all interest and charges, if any, at the option of Mortgagee, shall become due and payable.
6. Insurance. Mortgagor will procure, deliver to, and maintain the following for the benefit of Mortgagee during the term of this Mortgage:

- a. a policy of hazard insurance, providing an all-risk extended coverage endorsement, in an amount equal to the highest replacement value of the Premises.
- b. a policy of comprehensive public liability insurance insuring against bodily injury, with a coverage limit of at least \$1,000,000, and against property damage, with a coverage limit of at least \$250,000, from any accident or occurrence with respect to the Premises.

All policies of insurance required by this paragraph shall be in a form, with companies, and in amounts acceptable to Mortgagee, and shall contain a mortgagee endorsement clause acceptable to Mortgagee, with loss payable to Mortgagee. Mortgagor will pay when due the premiums on any policy of insurance required by Mortgagee and will deliver to Mortgagee renewals of all policies at least 10 days before their expiration date(s). Duplicates of all policies shall be delivered to Mortgagee.

In the event of any loss or damage to the Premises, the Mortgagor will give immediate written notice to the Mortgagee, and the Mortgagee may then make proof of the loss or damage, if it is not promptly made by the Mortgagor. All proceeds of insurance shall be payable to the Mortgagee, and any affected insurance company is authorized and directed to make payment directly to Mortgagee. Mortgagee is authorized to settle, adjust, or compromise any claims for loss, damage, or destruction under any policy of insurance.

7. Maintenance and Repair. Mortgagor will not cause or permit the commission of waste on the Premises and will keep the Premises in good condition and repair. No building or other improvement on the Premises shall be removed, demolished, or materially altered without the prior written consent of Mortgagee. Mortgagor will comply with all laws, ordinances, regulations, and orders of all public authorities having jurisdiction over the Premises. If the Premises, in the sole judgment of Mortgagee, require inspection or repair, Mortgagee may enter upon the Premises and inspect and/or repair the Premises as Mortgagee may deem advisable, and may take other action as Mortgagee may deem appropriate to preserve the Premises. Mortgagor will pay when due all charges for utilities or services contracted for by Mortgagor.
8. Waste. The failure of Mortgagor to meet its maintenance obligations or to pay any taxes assessed against the Premises or any insurance premium on policies covering any property located on the Premises shall constitute waste as provided by MCL 600.2927, as amended, and shall entitle Mortgagee to appoint a receiver of the property for the purpose of preventing the waste. The receiver may collect the rents and income from the Premises.

9. Condemnation. If the Premises, or any part, are taken under the power of eminent domain, the entire award, to the full extent of the Indebtedness, shall be paid to the Mortgagee. Mortgagee is empowered in the name of Mortgagor to receive and give acquittance for any award, whether it is joint or several. However, Mortgagee shall not be held responsible for failing to collect any award.
10. Mortgagee Expenses. If Mortgagor fails to meet any of its obligations under this Mortgage, Mortgagee shall have the right, but not the obligation, to perform in the place of Mortgagor. If Mortgagee incurs or expends any sums, including reasonable attorney fees, whether or not in connection with any action or proceeding, to (a) sustain the lien of this Mortgage or its priority, (b) protect or enforce any of Mortgagee's rights, (c) recover any part of the Indebtedness, (d) meet an obligation of Mortgagor under this Mortgage, or (e) collect insurance or condemnation proceeds, then those sums shall become immediately due and payable by Mortgagor with interest at the default rate set forth in the Note from the date of Mortgagee's payment until paid by Mortgagor. The sums expended in this manner by Mortgagee shall be secured by this Mortgage and be a lien on the Premises prior to any right, title, or interest on the Premises attaching or accruing subsequent to the lien of this Mortgage.
11. Assignment of Contracts and Licenses. Mortgagor assigns to Mortgagee, as further security for payment of the Indebtedness, Mortgagor's interest in all agreements, contracts (including any contracts for the lease or sale of the Premises), licenses, and permits affecting the Premises. The assignment shall not be construed as a consent by Mortgagee to any agreement, contract, license, or permit so assigned, or to impose any obligations on Mortgagee. Mortgagor shall not cancel, amend, permit, or cause a default or termination of any of the agreements, contracts, licenses, and permits used in conjunction with the operation of the Premises without the written approval of Mortgagee.
12. Assignment of Rents and Leases. As additional security for the payment of the Indebtedness, Mortgagor assigns and transfers to Mortgagee, pursuant to 1953 PA 210, as amended by 1966 PA 151 (MCL 554.231 et seq.), all the rents, profits, and income under all leases, occupancy agreements, or arrangements upon or affecting the Premises (including any extensions or amendments) now in existence or coming into existence during the period this Mortgage is in effect. This assignment shall run with the land and be good and valid as against Mortgagor and those claiming under or through Mortgagor. This assignment shall continue to be operative during foreclosure or any other proceedings to enforce this Mortgage. If a foreclosure sale results in a deficiency, this assignment shall stand as security during the redemption period for the payment of the deficiency. This assignment is given only as collateral security and shall not be construed as obligating Mortgagee

to perform any of the covenants or undertakings required to be performed by Mortgagor in any leases.

In the event of default in any of the terms or covenants of this Mortgage, Mortgagee shall be entitled to all of the rights and benefits of MCL 554.231–.233 and 1966 PA 151, and Mortgagee shall be entitled to collect the rents and income from the Premises, to rent or lease the Premises on the terms that it may deem best, and to maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser.

The mortgagee shall be entitled to enter the Premises for the purpose of delivering notices or other communications to the tenants and occupants. Mortgagee shall have no liability to Mortgagor as a result of those acts. Mortgagee may deliver all of the notices and communications by ordinary first-class U.S. mail.

If Mortgagor obstructs Mortgagee in its efforts to collect the rents and income from the Premises or unreasonably refuses or neglects to assist Mortgagee in collecting the rent and income, Mortgagee shall be entitled to appoint a receiver for the Premises and the income, rents, and profits, with powers that the court making the appointment may confer.

Mortgagor shall at no time collect advance rent in excess of one month under any lease pertaining to the Premises, and Mortgagee shall not be bound by any rent prepayment made or received in violation of this paragraph. Mortgagee shall not have any obligation to collect rent or to enforce any other obligations of any tenant or occupant of the Premises to Mortgagor. No action taken by Mortgagee under this paragraph shall cause Mortgagee to become a “mortgagee in possession.”

13. Performance of Leases. Mortgagor shall observe and perform all obligations contained in any lease affecting the Premises. Mortgagor shall not default in performing any of the obligations imposed on Mortgagor by any lease. Such a default gives the lessee the right to terminate or cancel the lease or offset against rentals. Upon request, Mortgagor shall furnish to Mortgagee a statement, in any reasonable detail that Mortgagee may request, of all leases relating to the Premises and executed counterparts of any and all leases.
14. Records. With respect to the Premises and its operations, Mortgagor shall keep the proper books in accordance with generally accepted accounting principles consistently applied. Mortgagee shall have the right to examine the books at reasonable times as Mortgagee may elect. Upon request, Mortgagor shall furnish to Mortgagee, within 60 days after the end of each calendar year, a financial statement of Mortgagor for the calendar year, in reasonable detail and stating in comparative form the figures as of the end of the previous calendar year, including

statements of income and expense relating to operations of the Premises, certified by an independent certified public accountant acceptable to Mortgagee. In addition, Mortgagor shall furnish to Mortgagee, in a form acceptable to Mortgagee, interim financial statements that Mortgagee may request, certified by Mortgagor.

15. Waiver. If Mortgagee (a) grants any extension of time with respect to the payment of any part of the Indebtedness, (b) takes other or additional security for the payment of the Indebtedness, (c) waives or fails to exercise any right granted by this Mortgage or the Note, (d) grants any release on any part of the security held for the payment of the Indebtedness, or (e) amends any of the terms and provisions of this Mortgage or of the Note, that act or omission shall not release Mortgagor under any covenant of this Mortgage or of the Note, nor preclude Mortgagee from exercising any right or power granted, nor impair the lien or priority of this Mortgage.
16. Use of Premises. Mortgagor shall not make, or permit, without the prior written consent of Mortgagee, (a) any use of the Premises for any purpose other than that for which they are now used; (b) any alterations of the buildings, improvements, and fixtures located on the Premises; or (c) any purchase, lease of, or agreement for any fixtures to be placed on the Premises under which title is reserved in the vendor. Mortgagor shall execute and deliver documents that may be requested by Mortgagee to confirm the lien of this Mortgage on any fixtures, machinery, and equipment.
17. Events of Default. The occurrences listed below shall be deemed events of default and shall entitle Mortgagee, at its option and without notice except as required by law, to exercise any one or any combination of remedies under this Mortgage or permitted by law:
- a. the failure by Mortgagor to (i) make any payment when due under the Note or (ii) fail to perform any of the other terms, covenants, or conditions of this Mortgage within a period of 10 days after written notice from Mortgagee of Mortgagor's failure to perform an obligation
 - b. the institution of foreclosure or other proceedings to enforce any junior lien or encumbrance on the Premises
 - c. the appointment by a court of a receiver or trustee of Mortgagor or for any property of Mortgagor
 - d. a decree by a court adjudicating Mortgagor a bankrupt or insolvent, or for the sequestration of any of Mortgagor's property

- e. the filing of a petition in bankruptcy by or against Mortgagor under the federal Bankruptcy Code or any similar statute that is in effect
 - f. an assignment by Mortgagor for the benefit of creditors or a written admission by Mortgagor of the inability to pay debts generally as they become due
 - g. the failure to comply with all of the terms and covenants of any leases or other agreements, documents, or restrictions that now encumber, affect, or pertain to the Premises.
 - h. Mortgagor, without the written consent of Mortgagee, sells, conveys, or transfers the Premises, any interest in the Premises, or any rents or profits from the Premises, or causes or allows any Mortgage, lien, or other encumbrance, or any writ of attachment, garnishment, execution, or other legal process to be placed on the Premises, or any part of the Premises is transferred by operation of law
 - i. all or any part of the Premises is damaged or destroyed by fire or other casualty, regardless of insurance coverage, or is taken by power of eminent domain
18. Default Remedies. Upon the occurrence of any event of default of this Mortgage, Mortgagee shall have the option, in addition to and not in lieu of all other rights and remedies provided by law, to do any or all of the following:
- a. Declare, without notice, except as expressly required by law, the principal sum secured by the Mortgage, together with all interest and all other sums secured by this Mortgage, to be immediately due and payable; demand any installment payment due under the Note; and institute any proceedings that Mortgagee deems necessary to collect and otherwise to enforce the Indebtedness and obligations secured by this Mortgage and to protect the lien of this Mortgage.
 - b. Commence foreclosure proceedings against the Premises pursuant to applicable laws. Mortgagee's commencement of a foreclosure shall be deemed an exercise by Mortgagee of its option to accelerate the due date of all sums secured by this Mortgage. Mortgagor grants to Mortgagee, in the event of the occurrence of an event of default, the power to sell the Premises at public auction by advertisement, without notice or hearing, except as required by Michigan statutes.
 - c. Enter into peaceful possession of the Premises and/or receive the rent, income, and profits, and apply those in accordance with paragraph 12.

Mortgagor acknowledges having been advised that Mortgagee believes that the value of the security covered by this Mortgage is inextricably intertwined with the effectiveness of the management, maintenance, and general operation of the Premises, and that Mortgagee would not make the loan secured by this Mortgage unless it could be assured that it would have the right to take possession of the Premises in order to manage, control management, and enjoy the income, rents, and profits, immediately upon default by Mortgagor, notwithstanding that foreclosure proceedings may not have been instituted, or are pending, or that the redemption period may not have expired. Accordingly, Mortgagor knowingly and voluntarily waives all right to possession of the Premises from and after the date of default, upon demand for possession by Mortgagee.

19. Sale of Premises as a Whole or in Parcels. Upon any foreclosure sale of the Premises, the Premises, including fixtures, may be sold either as a whole or in parcels, as Mortgagee may elect, and if in parcels, to be divided as Mortgagee may elect, or, at the election of Mortgagee, the Premises may be offered first in parcels and then as a whole, with the offer producing the highest price for the entire property to prevail.
20. Assignment. Mortgagor shall not make a conveyance of any interest in the Premises. A "conveyance" of Mortgagor's interest in the Premises shall include without limitation any voluntary or involuntary disposition or dilution of legal or beneficial title to the Premises by any means. If ownership of the Premises, or any part, becomes vested in a person other than Mortgagor (with or without Mortgagee's consent), Mortgagee may, without notice to Mortgagor, deal with the successors in interest with reference to this Mortgage and the Note, without in any way releasing or otherwise affecting Mortgagor's liability under this Note and Mortgage.
21. Application of Proceeds. In the event of the payment to Mortgagee, pursuant to this Mortgage, of any rents or profits, proceeds of any insurance or condemnation award, or proceeds from the sale of the Premises upon foreclosure, Mortgagee shall have the right to apply the rents, profits, or proceeds, in amounts and proportions that Mortgagee shall, in its sole discretion, determine, against the cost and expenses incurred by Mortgagee in exercising its rights under this Mortgage, payment of the interest and principal due under the Note, payment of any other portion of the Indebtedness, and payment of expenses incurred in preserving the Premises. Application by Mortgagee of any proceeds toward the last maturing installments of principal and interest to become due under the Note shall not excuse Mortgagor from making the regularly scheduled payments due under the Note and this Mortgage, nor shall the application reduce the amount of the payments. In the event of the payment of proceeds as a result of an insurance or condemnation award, Mortgagee shall have the right, but not the obligation, to

require all or part of the proceeds of any insurance or condemnation award to be used to restore any part of the Premises damaged or taken by reason of the occurrence which gave rise to the payment of the proceeds.

CAUTION: PARAGRAPH 22 CONTAINS A WAIVER OF IMPORTANT LEGAL RIGHTS

22. Waiver of Rights. This Mortgage contains a power of sale which permits Mortgagee to cause the Premises, including fixtures, to be sold in the event of a default. Mortgagee may elect to cause the Premises to be sold by advertisement rather than pursuant to court action, and Mortgagor voluntarily and knowingly waives any right Mortgagor may have by virtue of any applicable constitutional provision or statute to any notice or court hearing prior to the exercise of the power of sale, except as may be expressly required by the Michigan statute governing foreclosures by advertisement. In addition, Mortgagor knowingly and voluntarily waives any right Mortgagor may have to remain in possession of the Premises or to collect any rents or income from the Premises during the pendency of any foreclosure proceedings and during any applicable redemption period. Also, paragraphs 17 and 18 above entitle Mortgagee to require immediate payment of the balance of the Indebtedness in full if the Premises are sold or otherwise transferred. By execution of this Mortgage, Mortgagor represents and acknowledges that the meaning and consequences of these paragraphs have been discussed as fully as desired by Mortgagor with Mortgagor's legal counsel.
23. Environmental Matters. Mortgagor agrees to indemnify Mortgagee against, and hold it harmless from, all obligations and liabilities relating to the Premises arising out of claims made or suits brought for investigation, study, remedial work, monitoring, or other costs and expenses arising from or associated with response to any environmental matters, including but not limited to any (a) water pollution, air pollution, noise, odor, spills, leaks, or inadvertent discharges, emissions, or releases, or the generation, transportation, storage, treatment, or disposal of solid waste, including hazardous waste, hazardous substances, pollutants, and contaminants; (b) injury, sickness, disease, or death of any person; or (c) damage to any property, regardless of whether the cause of the injury or damage occurred before or after the date of this Mortgage. Mortgagor further agrees that Mortgagee shall have no liability for any environmental contamination associated with Mortgagor's business or the Premises, and that any involvement of Mortgagee with Mortgagor's business to protect its security interest in the Premises shall not constitute Mortgagor as an "owner or operator" of Mortgagor's business for purposes of determining environmental liability. In any event, if Mortgagee becomes obligated, by judicial or administrative judgment or settlement of a claim, to pay any amounts for response to any environmental contamination associated or connected with Mortgagor's business or the Premises, any payment by Mortgagee shall be deemed additional Indebtedness secured by the lien of this

Mortgage, shall be immediately due and payable to Mortgagee, and shall bear interest until paid at the default interest rate specified in the Note.

24. Covenants Run with Land. All of the terms and covenants of this Mortgage shall run with the land and shall be binding on and inure to the benefit of the respective legal representatives and successors of the parties.
25. Release of Mortgage. If Mortgagor pays to Mortgagee the money required by the Note, in the manner and at the times provided in the Note, and all other sums of the Indebtedness payable by Mortgagor to Mortgagee, and keeps and performs the terms, covenants, and agreements of Mortgagor with Mortgagee, then this Mortgage shall be satisfied, and Mortgagee shall release the Mortgage.
26. Notice. All notices, demands, and requests required or permitted to be given to Mortgagor or by law shall be deemed delivered when deposited in the U.S. mail, with postage prepaid, addressed to Mortgagor or Mortgagee at their last known addresses.
27. Severability. If any provision of this Mortgage is in conflict with any statute or rule of law of the State of Michigan or is otherwise unenforceable for any reason, then that provision shall be deemed null and void to the extent of the conflict or unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Mortgage.
28. Venue and Jurisdiction. All provisions of this Mortgage shall be governed by and construed in accordance with the laws of the State of Michigan. Venue shall be in Van Buren County, Michigan, for any action brought with regard to this Mortgage. Mortgagor consents to personal jurisdiction over it by any Michigan courts to the extent that personal jurisdiction may be necessary to enforce any of the provisions of this Mortgage.

Signed on the date set forth above.

MORTGAGOR
Sherri Kniss.

By:_____)
Sherri Kniss.

STATE OF MICHIGAN)
)ss
VAN BUREN COUNTY)

The foregoing instrument was acknowledged before me on November _____, 2022, by,
on behalf of Sherri Kniss.

Subscribed and sworn to before me on November
_____, 2022

Drafted by and when recorded return to:
Nicholas Curcio (P75824)
CURCIO LAW FIRM PLC
16905 Birchview Drive
Nunica, MI 49448

EXHIBIT A
PROMISSORY NOTE

\$5,000.00

Van Buren County, Michigan
November 1, 2022

FOR VALUE RECEIVED, the undersigned, Sherri Kniss., whose address is 120 E. Champion Street, Decatur, Michigan 49045, (hereinafter called the "Borrower"), promises to pay to the order of the VILLAGE OF DECATUR, a Michigan municipal corporation, (hereinafter called the "Lender"), having its principal office at 114 N. Phelps Street, Decatur, Michigan 49045, or at such other place which the Lender may designate to the Borrower in writing the principal sum of Five Thousand Fifty and 00/100 (\$5,000.00) DOLLARS plus interest as hereinafter provided.

1. INTEREST RATE:

This Loan shall bear interest at the rate of Four Percent (4%) per annum, with interest to accrue from and after the date of this Note.

2. PRINCIPAL AND INTEREST PAYMENTS:

This Loan shall be payable in equal monthly installments, with the first payment due December 15, 2022, and monthly thereafter for three (3) years. All sums paid hereunder shall be paid in lawful money of the United States of America and in immediately available funds and shall be applied first to the payment of any sums other than principal and interest payable hereunder, then to the payment of interest, and (c) then to the payment of principal and shall be duly and timely remitted and paid until the entire unpaid balance of principal and interest hereunder is paid in full together with all other sums payable hereunder.

In the event any installment due hereunder shall not be paid within fifteen (15) business days (Saturday, Sunday, State, and Federal holidays not being considered business days) after the same shall become due, a late charge of five percent (5%) for each \$1.00 so overdue shall be payable to the Lender in order to defray the expense incident to the handling of such delinquent payment. The imposition of the late charge, in lieu of deeming the late payment an Event of Default, shall be at the sole discretion of the Lender and shall not impair any of the Lender's other rights.

3. PLACE OF PAYMENT:

Payments shall be payable to The Village of Decatur, 114 N. Phelps Street, Decatur, Michigan 49045.

4. PREPAYMENT:

The Borrower shall be entitled to prepay the Loan in full at any time without penalty. Partial repayments may be made with any payment. No partial prepayment shall relieve the Borrower of the obligation to make subsequent monthly payments.

5. DEFINITIONS:

As used in this Note, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined and, in the ease of terms defining documents, to any and all modifications, renewals, extensions or substitutions of or for such documents so defined):

- (a) "Events of Default" means the "Events of Default" as such term is hereafter defined in this Note and/or any other Loan Documents.
- (b) "Agreement" means the Loan Agreement of even date between Borrower and Lender as amended from time to time.
- (c) "Loan Document" means the Agreement, this Note and any now or hereafter existing instrument, document or agreement executed and/or delivered by any Loan Party or any other Person in order to evidence, guarantee or secure the payment of or otherwise directly or indirectly relating to or in connection with, all or any portion of the indebtedness, obligations or liabilities under this Note.
- (d) "Loan Party" and "Loan Parties" means the borrower.
- (e) "Person" means an individual partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, organization, business or other entity, or a government or political subdivision thereof or any governmental agency.

6 REPRESENTATIONS AND WARRANTIES

The Borrower hereby makes the following representations and warranties to the Lender, all of which shall be deemed to be continuing representations and warranties so long as any portion of the Borrower's indebtedness, obligations or liabilities under this Note and the other Loan Documents shall remain unpaid or unperformed:

- (a) The Borrower has authority from statute, its charter, ordinances and by its valid existence, and it is duly qualified and is in good standing as a Michigan municipality.
- (b) The making, performance and delivery by the Borrower of this Note and any other Loan Documents to which the Borrower is a party are within the Borrower's power and have been duly authorized by all necessary or appropriate council action.
- (c) This Note and any other Loan Documents to which the Borrower is a party constitute the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

- (d) Any financial information heretofore delivered to the Lender, and any representation, warranty or statement heretofore made or furnished to the Lender, by the borrower in connection with any of the Loan Documents, were true and accurate in all material respects when so delivered, made or furnished.
- (e) There are no pending or threatened actions or proceedings affecting the Borrower before any court, governmental agency or arbitrator, which may materially adversely affect the financial condition or operations of the Borrower.
- (f) The Borrower is not in default, and no default exists under any agreement, instrument or other document to which the Borrower is a party or to which the Borrower is subject.
- (g) The Borrower pledges its full faith and credit.
- (h) The Borrower is not the subject of or defendant in any voluntary or involuntary bankruptcy proceeding, either active or pending, of any type whatever, including any arrangement for the benefit of creditors or any other similar activity.

7. DEFAULT

Each of any of the following events (hereinafter collectively called the "Events of Default" shall constitute an Event of Default under this Note:

- (a) Any installment of principal or interest or any other sum payable hereunder shall not be paid in full when the same shall become due and payable according to the terms hereof. Should any payment not be made within fifteen (15) days of its due date, then The Economic Development Corporation of the County of Van Buren may, without notice, declare all money remaining unpaid under this contract, forthwith due and payable, notwithstanding that the period hereinbefore limited for the payment of the said balance may not then have expired; The Economic Development Corporation of the County of Van Buren may thereafter enforce its rights under this contract in law or in equity, to forfeit the interests of Borrower; or
- (b) If there shall be rendered against the Borrower one or more judgments or decrees involving an aggregate liability of the loan amount or more, which has or have become non-appealable and shall remain undischarged, unsatisfied by insurance and unstayed for more than ninety (90) days, whether or not consecutive; or if a writ of attachment or garnishment against the property of the Borrower shall be issued and levied in an action claiming the loan amount or more, and not released or appealed and bonded in a manner satisfactory to the County; or
- (c) Any Loan Party shall be dissolved, or shall cease doing business as a going business concern, or shall make any, or send notice of any intended, bulk

sale, or shall sell assign, transfer, lease, convey or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (where now owned or hereafter acquired) to any Person (including any other Loan Party); or

- (d) The Lender shall in good faith deem itself insecure.
- (e) Borrower fails to provide audited financial statements to Lender no later than 180 days after the end of Borrower's fiscal year.

8. REMEDY FOR AN EVENT OF DEFAULT

Upon the occurrence and continuation of any one or more of the Events of Default, the entire unpaid principal balance and interest and all other sums payable hereunder and under all of the other Loan Documents shall, at the election of the Lender, become and be due and payable at once, without presentment, demand, protest or further notice of any kind.

If Lender declares an Event of Default (see §7.0), the Unpaid Balance shall bear an interest charge at the rate of seven percent (7%) per annum per annum (the "Default Interest Charge"). The Default Interest Charge shall be calculated by multiplying the Unpaid Balance by 7% (.07) and then dividing by 365 days (the "Default Daily Interest") and then multiplying the Default Daily Interest by the number of days that have occurred since the immediately preceding Transaction Date. The Default Interest Rate shall continue until the Unpaid Balance is paid in full. The imposition of the Default Interest Rate shall not impair any of the Lender's other rights.

9. PAYMENT OF COLLECTION EXPENSES

The Borrower shall pay, on demand, all costs and expenses incurred by the Lender in enforcing and attempting to enforce the collection of this note such costs and expenses shall include, without limitation, reasonable attorney's fees and disbursements.

10. MISCELLANEOUS

- (a) The Loan Parties hereby waive presentment for payment, demand, protest and notice of demand, protest and nonpayment.
- (b) No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar in, or a waiver of, any such right on any future occasion.
- (c) This Note shall be governed by, and construed in accordance with, the laws of the State of Michigan. Borrower hereby agrees that any action or proceeding to enforce or arising out of this Note or any of the other Loan Documents to which Borrower is a party may be commenced, at the option

of the Lender, in courts having situs within the State of Michigan and the Borrower hereby consents to the jurisdiction of any local, state or federal court selected by the Lender which is located within the State of Michigan and agrees not to disturb such choice of forum by the Lender.

- (d) All notices, requests, demands, directions and other communications which may or are required to be given, served or sent by either Lender or Borrower to the other under this Note or any of the other Loan Documents to which Borrower is a party shall be in writing (including telegraphic communication) and shall be deemed to have been properly given or sent if mailed by registered or certified mail with postage prepaid, return receipt requested, or if telegraphed with report of delivery, addressed to the applicable party at the address stated above, or as to each party, at such other address as shall be desired by such party in a written notice to the other party complying as to delivery with the terms of this paragraph. All such notices, requests, demands, directions, and other communications shall, when mailed or telegraphed in the aforesaid manner, be effective when so mailed or telegraphed.
- (e) This Promissory Note has been executed after negotiation and the opportunity to have the same reviewed and revised by legal counsel for both parties. None of the provisions hereof shall be interpreted against either party solely by reason of the fact that any such provisions shall have been drafted by legal counsel for such party.
- (f) This Note shall be binding upon the Borrower, its successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns.

IN WITNESS WHEREOF, Borrower has duly executed this Promissory Note this 1th day of December, 2022.

WITNESSES:

SHERRI KNISS.

EST _____)
Megan Duncan, Village Clerk & Treasurer

By: _____
Sherri Kniss



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: November 7, 2022

SUBJECT: October 2022 Monthly Report from DPW

October 2022 – Jobs completed

Marked 11 Miss Digs
Tree inspection for possible removal, St. Marys St.
Checked water pressure, E. South St.
Checked water pressure, E. Delaware
Checked water pressure, Kinney Rd
Read Water Meters for billing
Did water samples for Monthly Analysis Report – took to Paw Paw Lab – sent results to EGLE
Final meter read, N. George
Final meter read, White Oak
Final Meter read, N. John
Water shutoffs, total of 22.
Check list for ready to service residents
Data log at 510 Rosewood
Parks maintenance (Red Woolfe, Raider Romp, DDA, Fire Station)
Turned water off at Red Woolfe Park
Watered flowers in pots on Phelps St. every morning
Sanitary sewer maintenance
Cleaned bathrooms at Raider Romp Pavilion every morning
Daily leaf and yard brush pick up
Checking on road work, Mason, Maple, South, Champion
Flushed hydrants



Village of Decatur
114 N Phelps Street
Decatur, MI 49045





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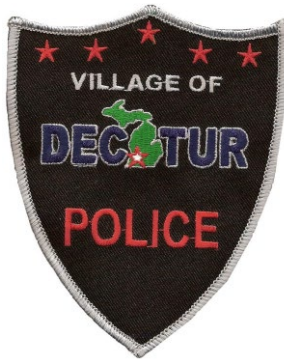




Village of Decatur
114 N Phelps Street
Decatur, MI 49045







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: November 2, 2022
Ref: Monthly Report for the Month of October 2022

Meetings / Events / Information:

- Treatment Court Policy Meeting
- Council Meeting
- Meeting with Local Chief's
- Attended the "Davis Dash" event held at the Decatur Public Schools. Event held out on the track. Interaction with many children, great event!
- School Board Meeting
- Attended the Police Academy, checking in on Dominic Bush
- Ordered and Received 200 Gun Locks for at home safety, free of charge
- Meeting with VM Tapper and Superintendent Creagan
- Halloween Events and Extra Patrols, "Boo Bash" downtown, Event at Library, Trick or Treating

Training:

- October 11th, CPR Training, VanDerWoude, Rigg, Dahlquist, Frank
- October 3rd, NARCAN Training, Officer Frank
- October 4th, Domestic Violence Training, Officer Frank
- October 17th, First Amendment Auditor's Training, Sgt. Rigg

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

Arrests: September 27, 2022, to October 31, 2022

- 9-29-22, Female, Bench Warrant
- 10-10-22, Female, Domestic Violence, Assault
- 10-14-22, Male, Criminal Sexual Conduct First Degree
- 10-17-22, Female, Trespass
- 10-19-22, Female, OWI 3rd
- 10-25-22, Female, Aggravated Assault Warrant

Calls for Service / Reports Taken: September 27, 2022 to October 31, 2022

- General Assist
- Assist Fire Department
- General Assist / Trespass
- Background Check
- Reckless Driving
- Internet Sex Offense
- Missing Person
- Suspicious Situation
- Salvage
- Car Accident
- Bench Warrant
- Alarm
- Assist Medical
- Assist Medical
- Blight
- Assist Medical
- Fraud
- Suspicious Situation
- Threats
- Check for Strange Odor
- Misuse of 911
- Civil Dispute / Domestic
- Civil Dispute / Domestic
- Create a Disturbance
- Assist Medical
- Larceny
- Salvage
- Personal Injury Car Accident
- Suspicious – Assist MSP
- Salvage
- Public Relations
- Larceny
- Suspicious Situation
- Create a Disturbance
- General Assist
- Blight
- Background Check
- Blight
- Car Accident
- Civil Dispute
- Trespass
- Disturbance

- Domestic
- OWI Assist
- Suicidal Person
- Retail Fraud
- Domestic
- General Assist
- Check Welfare of a Dog
- Threats
- Background Check
- Suspicious Situation
- Unwanted Person
- Domestic Assault
- General Assist to CPS
- Assault
- Larceny
- Traffic Policing
- Found Property
- Car Accident
- Traffic Policing
- Salvage
- Traffic Policing
- General Assist
- General Assist to CPS
- Fleeing and Eluding
- Check Area for Possible OWI
- Traffic Policing
- Assist Medical
- Assist Medical
- Salvage
- Blight
- Found Property
- Assist Medical
- Blight
- Public Relations
- Trespass
- Car Accident, Assist VBCS
- Assist Fire Department
- Suspicious Situation
- Assist Medical
- Trespass – Arrest
- PBT Calibrations
- Salvage
- Fraud
- Assist Fire Department
- General Assist

- Blight
- Private Property Accident
- General Assist to Cass County
- Assist Medical
- OWI Arrest / Traffic Crash
- Assist Medical
- MDOP
- General Assist to VBCS
- Salvage
- Salvage
- Public Relations
- Marijuana Complaint
- Domestic
- Alarm
- CSC – Unfounded
- OWI, Be on the lookout
- MDOP
- Ordinance Violation
- Background Check
- Larceny
- Dog at Large
- Salvage
- General Assist
- General Assist to VBCS
- Trespass / Civil Dispute
- Warrant Arrest
- Check Security of Building
- Assist to CPS
- Salvage
- Assist Medical
- Family Dispute
- Illegal Dumping

Thank you! Please stay safe!

Chief Tom VanDerWoude



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A

DATE: November 7, 2022

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

Action Requested:

It is requested that the Village Council review Decatur-Hamilton Fire & QR Reports, for October 2022.

Background:

The Decatur-Hamilton Fire & QR Department met Tuesday, November 1, 2022. Items included in the agenda packets; approval of meeting minutes, bills, treasurer's report, officer reports, and training reports.

Attachments:

Fire Department
QR Department

DECATUR-HAMILTON FIRE DEPARTMENT

Board Meeting

November 1 2022

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. 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

September 26, 2022

1. Meeting called to order at 6:26PM by Druskovich. Newton absent rest present.
2. Public Comment N/A
3. Additions/Deletions to Agenda N/A
4. Approval of Agenda Kusmack K. Moved Newell seconded. CARRIED to approve agenda as presented
5. Approval of Minutes of Previous Meeting Newell Moved Gateley Seconded. CARRIED to approve Minutes as amended
6. Bills. Kusmack M presented the bills totaling \$18,103.96 and income totaling \$1003.57. Will cancel the old training software. Kusmack K. moved Flowers seconded. CARRIED to approve bills as presented.
7. Treasurer's Report. Kusmack M went over financials, Checking \$54,328, Savings \$38,629.92, Donation \$1235.05, and Restitutions \$699.02. Will move restitution to regular savings. Budget is ongoing.
8. Officers Reports Kusmack M. moved, Flowers seconded. Reports approved as presented
 - a. Chief – Siren work will be done soon. Went off due to it being frequencies being the same as VBEMS. More information following Chiefs meeting
 - b. Secretary 108 calls a year
 - c. Training Hazmat refresher in October
 - d. Truck Captain minor issues, fixing air leaks and a window crank. No news on new truck
 - e. Building Fridge is fixed, returning in November and all kitchen will be serviced
9. Auxilliary Spaghetti dinner raised \$3110, supplies were donated by members, auxiliary and community members. Chili cook off Nov 12
10. Personnel N/A
11. Unfinished Business
 - a. SAD Update (special assessment district) tax rolls to see how it would affect taxes. Not a meeting showing support or against
 - b. Zoning outdated, Planning commission met and updated it
12. New Business N/A
13. Public Comment Doc thanked the cooperation to make the community safe and moving the meeting to Nov 1st to not interfere with Halloween for QR and Fire starting at 6:00PM
14. Adjournment Gateley moved Flowers seconded. Carried meeting adjourned at 6:45 PM

HAMILTON & DECATUR FIRE

Check Detail

10/02/2022 - 11/01/2022

	Type	Date	Num	Name	Split	Debit	Credit
HAMILTON FIRE							
	Check	10/02/2022	eft	Consumers	Util		55.41
	Check	10/02/2022	eft	Dinges Fire Company	Supplies Turnout Gear		14,504.75
	Check	10/02/2022	eft	Village of Decatur	Util		69.66
	Check	10/02/2022	eft	COMCAST	Util		209.69
	Check	10/06/2022	eft	Dinges Fire Company	-SPLIT-		18,019.75
	Check	10/11/2022	eft	Wells Fargo	Equipment		50.70
	Check	10/11/2022	eft	AEP	Util		240.38
	Check	10/14/2022	eft	Dinges Fire Company	Supplies Turnout Gear		357.90
	Deposit	10/14/2022		Int Inc		1.79	
	Liability Check	10/20/2022	mta	Michigan Department of Treasury	24000 - Payroll Liabilities		94.86
	Deposit	10/27/2022		-SPLIT-		1,086.00	
	Check	10/27/2022	11194	Bauckham, Sparks, Thall, Seeber & Kaufman	Prof Fee		616.00
	Check	10/27/2022	11195	C-Comm	Supplies Pagers- Radios		115.00
	Check	10/27/2022	11196	REEDER ACCOUNTING SERVICES	Prof Fee		300.00
	Check	10/27/2022	11197	Decatur Lumber	Bldg		92.94
	Check	10/27/2022	11198	Decatur One Stop	Fuel & Oil		17.33
	Check	10/27/2022	11199	Best Way Disposal	Util		104.35
	Check	10/27/2022	11200	Decatur Hardware	Supplies		76.28
	Check	10/27/2022	11201	HS Fleet	Vehicles		1,430.57
	Check	10/27/2022	11202	Eagle Engraving	Supplies		1,093.97
	Check	10/27/2022	11203	Commercial Refrigeration Services	Bldg		418.54
	Check	10/27/2022	11204	North Breathing Air	Supplies		180.00
	Check	10/27/2022	11205	Steven Lowder	Trav,Train,Misc		200.00
	Check	10/27/2022	11206	Waterway of Michigan	Equip		4,483.75
	Check	10/27/2022	11207	Yeo & Yeo	Audit		1,740.00
	Check	10/27/2022	11208	MFE, Inc.	Vehicles		1,235.00
	Paycheck	10/27/2022	11211	Amy M Williams	-SPLIT-		911.55
	Check	11/01/2022	11209	DECATUR HAMILTON FIRE DEPARTMENT	Contracted Serv		500.00
	Check	11/01/2022	11210	Matt Kusmack	Salaries		150.00
Total HAMILTON FIRE						1,087.79	47,268.38
TOTAL						1,087.79	47,268.38

HAMILTON & DECATUR FIRE
Profit & Loss
October 2 through November 1, 2022

	Oct 2 - Nov 1, 22
Income	
Building Lease	1,000.00
Int Inc	1.79
Total Income	1,001.79
Expense	
Supplies Turnout Gear	32,882.40
Repairs	
Equip	4,483.75
Vehicles	2,665.57
Bldg	511.48
Total Repairs	7,660.80
Audit	1,740.00
Supplies	1,350.25
66000 - Payroll Expenses	1,152.93
Prof Fee	916.00
Util	679.49
Contracted Serv	500.00
Trav,Train,Misc	200.00
Salaries	150.00
Supplies Pagers- Radios	115.00
Fuel & Oil	17.33
Insur	-86.00
Total Expense	47,278.20
Net Income	-46,276.41

HAMILTON & DECATUR FIRE
Balance Sheet
As of November 1, 2022

	Nov 1, 22
ASSETS	
Current Assets	
Other Current Assets	
Accts Receivable - Other	570.00
Prepaid insurance	15,142.46
Total Other Current Assets	15,712.46
Checking/Savings	
Savings - Restitutions	699.02
Savings - Donation Fund 17883	1,235.05
HAMILTON FIRE	8,147.81
Savings 14986	38,629.92
Total Checking/Savings	48,711.80
Total Current Assets	64,424.26
Fixed Assets	
Fixed assets	11,681.00
Equipment	836,270.00
Total Fixed Assets	847,951.00
TOTAL ASSETS	912,375.26
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Deferred Revenue	104,500.00
Total Long Term Liabilities	104,500.00
Current Liabilities	
Other Current Liabilities	
24000 · Payroll Liabilities	534.19
Accts payable	1,464.00
First State Bank Loan	146,640.65
Total Other Current Liabilities	148,638.84
Total Current Liabilities	148,638.84
Total Liabilities	253,138.84
Equity	
Net Income	-89,968.57
3000 · Open Bal Equity	265,167.50
3900 · Retained Earnings	484,037.49
Total Equity	659,236.42
TOTAL LIABILITIES & EQUITY	912,375.26

Secretary Report for October 2022

8 calls for month

Village	3-PI Accidents 1-Hazmat Situation
Decatur Twp	1-Unauthorized Burn 1-PI Accident 1-Structure Fire 1-Electrical Hazard

Hamilton Twp No Calls

Reported as of October 25, 2022

Submitted by Secretary,

Amy M. Jimenez

DECATUR-HAMILTON FIRE DEPARTMENT

BUILDING AND GROUNDS REPORT

BUILDING A			
AREA	ACCEPTABLE	NEEDS ATTENTION	COMMENTS
MEETING ROOM	XX		
MEETING FLOORS	XX		
OFFICE	XX		
OFFICE FLOORS	XX		
BATHROOMS	XX		
KITCHEN	XX		
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	Wall behind couch needs repair with protective cover added, couch hits wall if it slides back
BEDROOMS	XX		
KITCHEN	XX		
BATHROOMS	XX		
FLOORS		XX	
ENGINE ROOM	XX		
ENGINE		XX	Drain grates need to be replaced. One grate has an

FLOORS			approximately 12" section broken out, major hazard
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 INSIDE FENCE	XX	
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	<i>Joe Jerue Capt.</i>	Date: 09/17/22
-------------------	------------------------	----------------

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 4689.7
Engine Hours 435.9
Pump Hours 85.05
Fuel Level Full

Number of runs since last report 4

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 Emergency Lights: TOP X SIDE X FRONT X REAR X
Horn X Siren X
Tires and pressure: LEFT FRONT even RIGHT FRONT even LEFT REAR even RIGHT REAR even
Tire Wear: Normal X Even 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 Checked all in Bag
Air Packs Full Alarm Batteries X Jaws X Spare Bottles: 11 + Full
Fluid Levels in generator: Gas X Oil X
Portable Lights Check & Tested no issue
Spare Electric Cables X
Electric meter covers should be two on each engine and several on rescue 4 on the truck
Emergency Flares 4 Portable Radios 3 Run Sheets Loaded Maps X
Condition of Truck: Clean Exterior X Clean Interior X
CHAIN SAW full & checked
Complaints Gas Monitor tested

Needs PASSENGER HEADSET need to be Re sync

Truck Captain
Building Chief Signature

Shan 1 Rk

Date 10/22/2022

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 31586.1
Engine Hours 2537.5
Pump Hours ~~3700.1~~ 669.0
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 ☒ SIDE ☒ FRONT ☒ REAR ☒
Horn ☒ Siren ☒
Tires and pressure: LEFT FRONT ☒ RIGHT FRONT ☒ LEFT REAR ☒ RIGHT REAR ☒
Tire Wear: Normal ☒ Even ☒ Uneven NA 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 2 bad P-10 P-5 Jaws NA 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 dirty ☒ Clean Interior ☒

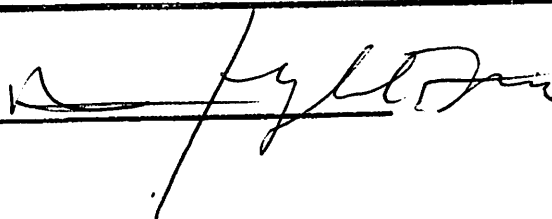
Complaints _____

Needs _____

Truck Captain

Building Chief Signature

Bill



Date 10-12-22

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 11911
Engine Hours 1156.8
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 ☒ 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
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 Full Oil Full
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 Flares

Truck Captain
Building Chief Signature [Signature]
Date 10-12-02

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 8128.0
Engine Hours 1202.2
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 ☒
Emergency Flares ☒ Portable Radios ☒ Run Sheets ☒ Maps ☒
Condition of Truck: Clean Exterior ☒ Clean Interior ☒

Complaints _____

Needs _____

Truck Captain

Building Chief Signature

Dustin Hall

Date 10-15-22

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 749.2
Engine Hours 98
Pump Hours N/A
Fuel Level F4U

Number of runs since last report 0

Lights Check List: Head Lights ☒ Tail Lights ☒ Side Marker ☒ Seat Belts ☒
Cab lights Exterior N/A Cab lights Interior N/A
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 N/A Alarm Batteries N/A Jaws N/A Spare Bottles: N/A
Fluid Levels in generator: Gas N/A ~~Full~~ 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 N/A Portable Radios N/A Run Sheets ☒ Maps ☒
Condition of Truck: Clean Exterior ☒ Clean Interior ☒

Complaints _____

Needs _____

Truck Captain

Building Chief Signature

Rodall C. VV

Date 10-24-22

DECATUR-HAMILTON FIRE DEPARTMENT
AGENDA
For
October 3, 2022

1. Meeting Called to Order
2. Roll Call
3. Approval of Minutes
4. Approval of Treasure Report
5. Motion to Pay Bills
6. Additions/Deletions to Agenda
7. Old Business
 - A. Paw Paw Wine Festival
 - B. Spaghetti Dinner
 - C. 9/11 Stairclimb
 - D. Christmas Party
 - E. Zoning Issue Update
 - F. Flywheelers Duty
 - G. Pagers/Radios
8. New Business
 - A. Yearbook Ad
 - B. Light Post Decorating Contest
 - C. Halloween Boo Bash
 - D. Red Woolfe Park Improvements
 - E. Halloween-Trick-or-Treating
 - F. Anything Officers want to bring up that wasn't told to the Secretary ☺
9. Training
10. Committee Reports
 - A. Kitchen
 - B. Sick
 - C. Fire Prevention/Jamboree
 - D. Awards
 - E. Investigating
 - F. SOG/ByLaws
 - G. Uniform
 - H. Truck
 - I. Auxiliary
 - J. Memorial
11. Comments from Membership
12. Motion for Adjournment

Upcoming Events
10/3 Business Meeting @1830hrs
10/6 Auxiliary Meeting 1930hrs
10/9 MANDATORY Training 0800hrs
10/10 MANDATORY Training 1830hrs
10/14 Building/Truck Maintenance Reports due today
10/31 Boo Bash 1530hrs Up Town
Trick-or-Treating 1700-1900hrs
11/1 Fireboard Meeting 1800hrs

Note-These events are subject to change so please check the board in the meeting room.

Register Report - Sep 2022

9/1/2022 through 9/30/2022

10/3/2022

Page 1

Date	Account	Description	Memo	Amount
BALANCE 8/31/2022				622.35
9/6/2022	Checking	Fire Board	September	500.00
9/7/2022	Checking	Paw Paw Wine & Harvest Festi...	First responder stomp team	-25.00
9/7/2022	Checking	Lucas Luth Memorial Golf Outing	hole sponsorship	-50.00
9/8/2022	Checking	Post Master	stamps	-60.00
9/30/2022	Checking	Village Market	account at store	-233.82
9/30/2022	Checking	Art Hayes	Reimbursement	-8.89
9/30/2022	Checking	Interest Earned	interest earned	0.10
9/1/2022 - 9/30/2022				122.39
BALANCE 9/30/2022				744.74

Register Report - Sep 2022

9/1/2022 through 9/30/2022

10/3/2022

Page 1

Date	Account	Description	Memo	Amount
BALANCE 8/31/2022				356.96
9/30/2022	Cash Account	Bottle Returns	bottle returns	27.00
9/1/2022 - 9/30/2022				27.00
BALANCE 9/30/2022				383.96

Auxiliary No Change \$ 1470.58
 Sign/Needed Equipment \$ 4786.97 No Change

DECATUR-HAMILTON QUICK RESPONSE

Board Meeting

November 1, 2022

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
 - a. Opening Credit Card at Mercantile Bank
 - i. Signers
12. Public Comment
13. Adjournment

DECATUR-HAMILTON QUICK RESPONSE BOARD

MEETING MINUTES

Monday, September 26, 2022

1. The meeting was called to order at 6:03 PM by Druskovich. Newton Absent, rest present
2. No public comment was given.
3. No additions or deletions were made to the Agenda.
4. Kusmack K moved, Newell seconded, CARRIED, to approve the Agenda as Presented
5. Newell moved, Kusmack K. seconded, CARRIED, to approve minutes as presented.
6. Kusmack M. reported on the bills with a total of \$4135.23 and income of \$6.07. Kusmack K. moved, Gateley seconded, CARRIED.
7. Kusmack M. gave the Treasurer's report indicating fund balance of \$134,685.65 in the General Fund, \$443.28 in the Member's Savings Fund, and \$113,249.61 in the Capital Expenditure Fund for a total fund balance of \$248,378.54. Kusmack K. moved, Newell seconded. Carried to approve bills as amended.
 - a. Do not have a budget to view at this time
8. Officer Report
 - a. Team Leader's Report
 - i 46 calls with a 24% response rate.
9. Personnel
 - a. Membership/Hire Options
 - i Will form a committee to discuss options for hiring an on-call employee. Kusmack M moved Gateley seconded. Carried to approve the officers report and personnel report.
10. Unfinished Business
 - a. SAD Update (special assessment district) The meetings were for tax rolls to address property and how the millage would affect your taxes. Not if you were for or against it
 - b. Vehicle update Essentially a two for one based on price. They are ordered and will be wired for lights, and will be equipped with 75MPH bumpers for safety.
11. New Business N/A
12. No public comment was given.
13. Meeting adjourned at 6:25PM. Flowers moved and Newell seconded CARRIED.

Decatur-Hamilton Quick Response

Check Detail

10/02/2022 - 11/01/2022

	Type	Date	Num	Name	Split	Debit	Credit
Cash - Checking 34599							
	Check	10/02/2022	eft	AEP	Utilities		813.57
	Check	10/02/2022	eft	Village Of Decatur	Utilities		72.25
	Check	10/02/2022	eft	Consumers	Utilities		23.59
	Check	10/05/2022	eft	Haas Systems	Building Repairs		81.00
	Check	10/07/2022	eft	Comcast	Utilities		355.22
	Deposit	10/15/2022			Interest Income	5.20	
	Check	10/27/2022	5504	REEDER ACCOUNTING SERVICES	Contracted Services		150.00
	Check	10/27/2022	5505	Yeo & Yeo	Audit		920.00
	Check	10/27/2022	5506	EMP	Equipment & Supplys		680.45
	Check	11/01/2022	5507	Christina Benson	Salaries		150.00
	Check	11/01/2022	5508	DH Fire Board	Building Rental		1,000.00
	Check	11/01/2022	5509	Terry Burns	Salaries		300.00
						5.20	4,546.08
						5.20	4,546.08
Total Cash - Checking 34599							
TOTAL							

Decatur-Hamilton Quick Response
Balance Sheet
As of November 1, 2022

	Nov 1, 22
ASSETS	
Current Assets	
Checking/Savings	
Cash - Checking 34599	128,464.77
Cash - Savings - Vehicle 16696	113,249.61
Honor Credit Union	1,000.00
Honor Credit Union....	500.00
Cash - Savings - Member 15771	443.28
Total Checking/Savings	243,657.66
Other Current Assets	
Prepaid Insurance	1,458.52
Accts Receivable - Other	600.00
Total Other Current Assets	2,058.52
Total Current Assets	245,716.18
Other Assets	
Prepaid Building Rent	104,500.00
Total Other Assets	104,500.00
TOTAL ASSETS	350,216.18
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts payable - year end acc	3,344.00
Total Other Current Liabilities	3,344.00
Total Current Liabilities	3,344.00
Total Liabilities	3,344.00
Equity	
Retained Earnings	304,757.59
Opening Bal Equity	55,242.52
Net Income	-13,127.93
Total Equity	346,872.18
TOTAL LIABILITIES & EQUITY	350,216.18

Decatur-Hamilton Quick Response
Profit & Loss
October 2 through November 1, 2022

	Oct 2 - Nov 1, 22
Ordinary Income/Expense	
Income	
Interest Income	5.20
Total Income	5.20
Expense	
Utilities	1,264.63
Building Rental	1,000.00
Audit	920.00
Equipment & Supplys	680.45
Salaries	450.00
Contracted Services	150.00
Building Repairs	81.00
Total Expense	4,546.08
Net Ordinary Income	-4,540.88
Net Income	-4,540.88



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: November 7, 2022

SUBJECT: Financial Statement – October 2022

Action Requested:

It is requested that the Village Council review Revenue & Expense along with the Cash Balance Report for the period ending October 31, 2022.

Background:

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

October updates:

- Continued education on Utility Billing. Processing payments, opening, and closing Utility accounts. Applying penalties, shut off notices, and creating the Utility bills.
- Created a Group Utility Bill for residents with multiple accounts.
- Attended Council meeting and prepared meeting minutes.
- Attended Planning Commission meeting and prepared meeting minutes.
- Attended the Parks and Recreation meeting.
- Worked with Manager Tapper in General Ledger for educational purposes.
- Worked with BS&A on the Chart of Accounts conversion.
- Processing Tax payments, building permit payments, and revenue deposits in cash receipting.
- Scheduling an Introduction meeting for Manager Tapper and myself with WODA Decatur Downs and Grierson Apartment directors.
- Schedule Annual Christmas Party
- Working with Municode on corrections and updates of ordinances on Decaturmi.org
- Entered Accounts payables and Miscellaneous receivables.
- Processed payroll
- Started and completed Accounts payable 1099 list in preparation for the end of the year.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

Attachment(s):

Cash Balances

Revenue & Expense Report

10/31/2022 01:48 PM
User: MEGAN
DB: Decatur

CASH SUMMARY BY FUND
FROM 03/01/2022 TO 10/31/2022
FUND: ALL FUNDS
CASH AND INVESTMENT ACCOUNTS

Page: 1/1

Fund	Description	Beginning Balance 03/01/2022	Total Debits	Total Credits	Ending Balance 10/31/2022
101	GENERAL FUND	356,106.63	789,258.06	686,917.95	458,446.74
202	MAJOR ROADS	358,244.69	269,684.56	137,794.54	490,134.71
203	LOCAL ROADS	69,238.50	205,990.78	121,611.69	153,617.59
206	FIRE INSURANCE PROCEEDS	438.69	438.89	438.71	438.87
213	SALVAGE VEHICLE INSPECTIONS	21,978.57	9,306.49	10,575.67	20,709.39
230	STREETS	241,021.21	181,948.33	126,489.38	296,480.16
244	BUSINESS LOANS	70,802.74	8,530.58	399.00	78,934.32
245	HOME REHAB LOANS	114,752.49	1,076.46	399.00	115,429.95
248	DDA	48,876.45	19,254.09	33,806.04	34,324.50
265	DRUG FORFEITURE	1,382.72	1,383.31	1,382.78	1,383.25
282	APRA FUND	91,028.12	91,049.15	0.00	182,077.27
590	SEWER FUND	498,181.41	180,213.21	139,782.51	538,612.11
591	WATER FUND	451,880.89	256,428.12	166,416.13	541,892.88
596	GARBAGE COLLECTION	1,053.76	90,770.86	82,849.68	8,974.94
661	MOTOR POOL	216,301.02	105,383.11	68,779.10	252,905.03
	TOTAL - ALL FUNDS	2,541,287.89	2,210,716.00	1,577,642.18	3,174,361.71

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 1/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

		2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	10/31/2022 NORMAL (ABNORMAL)	MONTH 10/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
Dept 000						
101-000-402.000	REAL ESTATE TAXES	360,000.00	324,349.12	1,048.90	35,650.88	90.10
101-000-410.000	PERSONAL PROPERTY TAX	98,000.00	61,464.82	0.00	36,535.18	62.72
101-000-411.000	DELINQUENT TAX	26,147.00	18,877.37	0.00	7,269.63	72.20
101-000-412.000	DELINQUENT ADMIN FEE	500.00	0.00	0.00	500.00	0.00
101-000-432.000	PILOT	0.00	6,800.00	0.00	(6,800.00)	100.00
101-000-445.000	REAL ESTATE TAX INTEREST	4,000.00	76.35	24.75	3,923.65	1.91
101-000-447.000	ADMIN. FEE TREASURER	6,250.00	5,608.85	18.89	641.15	89.74
101-000-470.000	LIQUOR LICENSE	2,050.00	2,025.65	409.99	24.35	98.81
101-000-476.000	BUILDING PERMIT FEES	3,000.00	18,518.38	3,873.00	(15,518.38)	617.28
101-000-478.000	RENTAL INSPECTION FEE	3,000.00	1,650.00	125.00	1,350.00	55.00
101-000-480.000	MARIHUANA LICENSE FEES	25,000.00	40,000.00	0.00	(15,000.00)	160.00
101-000-481.000	ZONING LICENSES & PERMITS	500.00	575.00	0.00	(75.00)	115.00
101-000-488.000	SELLING PERMITS	100.00	93.00	0.00	7.00	93.00
101-000-490.000	FENCE PERMITS	100.00	0.00	0.00	100.00	0.00
101-000-565.000	METRO ACT	9,700.00	10,193.75	24.69	(493.75)	105.09
101-000-570.000	POLICE TRAINING-STATE	650.00	589.20	305.60	60.80	90.65
101-000-574.000	STATE REVENUE SHARING	204,000.00	76,471.00	0.00	127,529.00	37.49
101-000-606.000	PARKING FEES/FINES	800.00	642.41	162.20	157.59	80.30
101-000-607.000	POLICE REPORTS	200.00	168.25	0.00	31.75	84.13
101-000-664.100	INTEREST CHECKING	600.00	96.78	0.00	503.22	16.13
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
101-000-669.000	CABLE TV FEES	14,000.00	8,872.10	0.00	5,127.90	63.37
101-000-671.000	OTHER REVENUE	20,000.00	12,241.13	10.00	7,758.87	61.21
101-000-679.248	ADMIN TRANSFER DDA	4,500.00	4,500.00	0.00	0.00	100.00
101-000-679.610	ADMIN TRANSFER-MOTOR POOL	7,660.00	5,000.00	0.00	2,660.00	65.27
101-000-680.000	CROSSING GUARDS-SCHOOL	9,000.00	12,762.05	0.00	(3,762.05)	141.80
Total Dept 000		802,457.00	611,575.21	6,003.02	190,881.79	76.21
TOTAL REVENUES		802,457.00	611,575.21	6,003.02	190,881.79	76.21
Expenditures						
Dept 101 - VILLAGE COUNCIL						
101-101-703.000	COUNCIL SALARY	9,900.00	6,544.00	818.00	3,356.00	66.10
101-101-715.000	FICA/MEDICARE	760.00	500.61	62.58	259.39	65.87
101-101-717.000	WORKMAN'S COMP.	100.00	100.00	0.00	0.00	100.00
101-101-728.000	COUNCIL SUPPLIES	500.00	135.18	0.00	364.82	27.04
101-101-807.000	AUDIT	2,500.00	4,689.00	0.00	(2,189.00)	187.56
101-101-822.000	CONTRACTUAL SERVICES	2,500.00	10,796.40	0.00	(8,296.40)	431.86
101-101-901.000	PRINTING/PUBLISHING	500.00	2,140.00	0.00	(1,640.00)	428.00
101-101-936.000	TECH SERVICES	3,500.00	1,315.99	500.00	2,184.01	37.60
101-101-958.000	DUES/MEMBERSHIPS	2,000.00	1,521.00	0.00	479.00	76.05
101-101-959.000	MISCELLANEOUS	0.00	(569.64)	200.00	569.64	100.00
Total Dept 101 - VILLAGE COUNCIL		22,260.00	27,172.54	1,580.58	(4,912.54)	122.07
Dept 137 - MUNICIPAL ATTORNEY						
101-137-826.000	ATTORNEY FEES	8,500.00	2,225.50	0.00	6,274.50	26.18
101-137-826.100	ATTORNEY EXPENSES	0.00	857.50	0.00	(857.50)	100.00
101-137-827.000	LABOR ATTORNEY EXPENSES	0.00	7,693.00	0.00	(7,693.00)	100.00
101-137-828.000	ORDINANCE ENFORCEMENT ATTORNEY FEES	0.00	3,171.96	0.00	(3,171.96)	100.00

10/31/2022 01:47 PM

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REVENUE AND EXPENDITURE REPORT

Page: 2/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

		2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	10/31/2022 NORMAL (ABNORMAL)	MONTH 10/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 137 - MUNICIPAL ATTORNEY		8,500.00	13,947.96	0.00	(5,447.96)	164.09
Dept 172 - VILLAGE MANAGER						
101-172-703.000	SALARY-MANAGER	24,000.00	17,100.04	2,000.02	6,899.96	71.25
101-172-703.020	HOLIDAY PAY	2,275.00	0.00	0.00	2,275.00	0.00
101-172-703.030	VACATION PAY	4,200.00	0.00	0.00	4,200.00	0.00
101-172-703.040	SICK/PERSONAL	3,000.00	0.00	0.00	3,000.00	0.00
101-172-715.000	FICA/MEDICARE	3,400.00	1,308.13	153.00	2,091.87	38.47
101-172-716.000	UNEMPLOYMENT COMPENSATION	20.00	16.32	0.00	3.68	81.60
101-172-717.000	WORKMAN'S COMPENSATION	175.00	175.00	0.00	0.00	100.00
101-172-718.000	PENSION	4,000.00	1,026.00	120.00	2,974.00	25.65
101-172-719.000	HEALTH INSURANCE	9,400.00	0.00	0.00	9,400.00	0.00
101-172-719.500	DISABILITY INSURANCE	700.00	578.00	72.25	122.00	82.57
101-172-720.000	LIFE INSURANCE	115.00	76.00	9.50	39.00	66.09
101-172-721.000	TUITION REIMBURSEMENT	7,500.00	6,000.00	0.00	1,500.00	80.00
101-172-728.000	SUPPLIES	2,000.00	134.17	0.00	1,865.83	6.71
101-172-730.000	POSTAGE	20.00	32.21	0.00	(12.21)	161.05
101-172-853.000	TELEPHONE	1,000.00	457.20	57.59	542.80	45.72
101-172-853.020	CELL PHONE	0.00	1,821.28	0.00	(1,821.28)	100.00
101-172-864.000	CONFERENCES/WORKSHOPS	1,250.00	484.18	0.00	765.82	38.73
101-172-901.000	PRINTING	100.00	0.00	0.00	100.00	0.00
101-172-936.000	TECH SERVICES	3,500.00	1,849.97	0.00	1,650.03	52.86
101-172-958.000	DUES/MEMBERSHIPS	500.00	520.00	0.00	(20.00)	104.00
Total Dept 172 - VILLAGE MANAGER		67,155.00	31,578.50	2,412.36	35,576.50	47.02
Dept 215 - VILLAGE CLERK						
101-215-703.000	SALARY-ADMIN. CLERK	9,500.00	8,000.55	954.73	1,499.45	84.22
101-215-715.000	FICA/MEDICARE	1,250.00	612.00	73.03	638.00	48.96
101-215-716.000	UNEMPLOYMENT COMPENSATION	15.00	16.32	0.00	(1.32)	108.80
101-215-717.000	WORKERS COMP. FUND.	120.00	120.00	0.00	0.00	100.00
101-215-718.000	PENSION-ADMIN. CLERK	0.00	480.00	57.28	(480.00)	100.00
101-215-719.000	HEALTH INSURANCE	0.00	2,887.29	369.00	(2,887.29)	100.00
101-215-719.500	DISABILITY INSURANCE	350.00	377.28	47.16	(27.28)	107.79
101-215-720.000	LIFE INSURANCE	100.00	76.00	9.50	24.00	76.00
101-215-728.000	SUPPLIES	1,800.00	166.18	0.00	1,633.82	9.23
101-215-730.000	POSTAGE	100.00	419.94	56.54	(319.94)	419.94
101-215-830.000	BANK SERVICE CHGS	240.00	160.00	20.00	80.00	66.67
101-215-853.000	TELEPHONE	1,080.00	457.20	57.59	622.80	42.33
101-215-853.020	CELL PHONE	0.00	100.08	12.51	(100.08)	100.00
101-215-864.000	CONFERENCES/WORKSHOPS	1,000.00	3,633.83	0.00	(2,633.83)	363.38
101-215-901.000	PRINTING	1,500.00	35.00	0.00	1,465.00	2.33
101-215-936.000	TECH SERVICES	6,000.00	4,216.25	0.00	1,783.75	70.27
101-215-958.000	DUES/MEMBERSHIPS	100.00	0.00	0.00	100.00	0.00
101-215-959.000	MISCELLANEOUS	0.00	3,185.68	0.00	(3,185.68)	100.00
Total Dept 215 - VILLAGE CLERK		23,155.00	24,943.60	1,657.34	(1,788.60)	107.72
Dept 253 - VILLAGE TREASURER						
101-253-703.000	SALARY-TREASURER	3,800.00	2,667.04	318.25	1,132.96	70.19
101-253-715.000	FICA/MEDICARE	280.00	204.13	24.36	75.87	72.90
101-253-717.000	WORKMAN'S COMP.	60.00	60.00	0.00	0.00	100.00
101-253-718.000	PENSION	0.00	160.05	19.10	(160.05)	100.00

10/31/2022 01:47 PM

User: MEGAN

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REVENUE AND EXPENDITURE REPORT

Page: 3/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL	10/31/2022	(ABNORMAL)	MONTH 10/31/2022	INCREASE (DECREASE)	NORMAL	(ABNORMAL)
									% BDGT USED
Fund 101 - GENERAL FUND									
Expenditures									
101-253-719.000	HEALTH INSURANCE	0.00		1,011.47		129.21		(1,011.47)	100.00
101-253-728.000	SUPPLIES	150.00		344.70		0.00		(194.70)	229.80
101-253-730.000	POSTAGE	400.00		1,583.36		226.18		(1,183.36)	395.84
101-253-807.000	AUDIT	3,000.00		5,325.40		0.00		(2,325.40)	177.51
101-253-853.020	CELL PHONE	0.00		328.49		41.28		(328.49)	100.00
101-253-864.000	CONFERENCES/WORKSHOPS	0.00		2,599.64		99.00		(2,599.64)	100.00
101-253-936.000	TECH SERVICES	1,200.00		846.01		0.00		353.99	70.50
Total Dept 253 - VILLAGE TREASURER		8,890.00		15,130.29		857.38		(6,240.29)	170.19
Dept 265 - VILLAGE HALL									
101-265-776.000	SUPPLIES	2,000.00		1,417.72		0.00		582.28	70.89
101-265-822.000	CONTRACTUAL SERVICES	540.00		2,965.00		0.00		(2,425.00)	549.07
101-265-921.000	ELECTRIC	6,000.00		3,348.26		0.00		2,651.74	55.80
101-265-923.000	HEAT	2,500.00		963.23		0.00		1,536.77	38.53
101-265-931.000	REPAIRS & MAINTENANCE	12,000.00		1,725.02		0.00		10,274.98	14.38
101-265-936.000	TECH SERVICES	0.00		167.50		0.00		(167.50)	100.00
101-265-959.000	MISCELLANEOUS	100.00		219.74		0.00		(119.74)	219.74
101-265-981.000	CAPITAL OUTLAY	0.00		3,433.33		0.00		(3,433.33)	100.00
Total Dept 265 - VILLAGE HALL		23,140.00		14,239.80		0.00		8,900.20	61.54
Dept 301 - POLICE DEPARTMENT									
101-301-703.000	POLICE SALARY	283,000.00		168,352.79		25,411.98		114,647.21	59.49
101-301-703.010	OVERTIME PAY	0.00		19,127.57		1,257.46		(19,127.57)	100.00
101-301-703.020	HOLIDAY PAY	8,700.00		0.00		0.00		8,700.00	0.00
101-301-703.030	VACATION PAY	12,000.00		0.00		0.00		12,000.00	0.00
101-301-703.040	SICK/PERSONAL	7,000.00		0.00		0.00		7,000.00	0.00
101-301-703.050	PART TIME SALARIES	15,000.00		1,397.77		0.00		13,602.23	9.32
101-301-715.000	FICA/MEDICARE	22,000.00		15,528.82		2,096.37		6,471.18	70.59
101-301-716.000	UNEMPLOYMENT INSURANCE	100.00		48.97		0.00		51.03	48.97
101-301-717.000	WORKMAN'S COMP	7,000.00		8,152.00		0.00		(1,152.00)	116.46
101-301-718.000	PENSION	22,000.00		17,624.83		1,936.54		4,375.17	80.11
101-301-719.000	HEALTH INSURANCE	49,000.00		31,002.83		3,995.65		17,997.17	63.27
101-301-719.500	DISABILITY INSURANCE	2,300.00		1,948.71		212.15		351.29	84.73
101-301-720.000	LIFE INSURANCE	500.00		760.00		95.00		(260.00)	152.00
101-301-721.000	TUITION REIMBURSEMENT	0.00		8,300.00		0.00		(8,300.00)	100.00
101-301-722.000	VISION REIMBURSEMENT	750.00		0.00		0.00		750.00	0.00
101-301-728.000	SUPPLIES	4,750.00		1,617.35		0.00		3,132.65	34.05
101-301-730.000	POSTAGE	200.00		433.15		56.55		(233.15)	216.58
101-301-768.000	UNIFORMS/BOOTS/ETC	3,000.00		2,438.63		0.00		561.37	81.29
101-301-768.100	UNIFORM CLEANING	1,000.00		538.50		0.00		461.50	53.85
101-301-853.000	TELEPHONE	1,600.00		914.32		115.17		685.68	57.15
101-301-853.020	CELL PHONE	1,500.00		865.48		25.00		634.52	57.70
101-301-853.030	RADIOS	762.00		0.00		0.00		762.00	0.00
101-301-865.000	MILEAGE/TRAVEL EXP	0.00		1,852.38		146.88		(1,852.38)	100.00
101-301-901.000	PRINTING	200.00		35.00		0.00		165.00	17.50
101-301-936.000	TECH SERVICES	6,500.00		3,789.18		0.00		2,710.82	58.30
101-301-937.000	LEIN SERVICE	500.00		640.20		0.00		(140.20)	128.04
101-301-955.000	TRAINING FUNDS-STATE	1,200.00		459.26		190.00		740.74	38.27
101-301-956.000	TRAINING FUNDS-VILLAGE	4,000.00		0.00		0.00		4,000.00	0.00
101-301-958.000	DUES/MEMBERSHIPS	250.00		115.00		0.00		135.00	46.00
101-301-963.000	LIABILITY INSURANCE	600.00		0.00		0.00		600.00	0.00
101-301-981.000	CAPITAL OUTLAY	14,000.00		17,669.42		0.00		(3,669.42)	126.21

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 4/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2022 NORMAL (ABNORMAL)	MONTH 10/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-301-999.610	PD EQUIP RENTAL TO MOTOR POOL	10,000.00	10,000.00	0.00	0.00	100.00
Total Dept 301 - POLICE DEPARTMENT		479,412.00	313,612.16	35,538.75	165,799.84	65.42
Dept 302 - CROSSING GUARDS						
101-302-703.050	SALARIES PART-TIME	7,500.00	7,965.20	1,092.00	(465.20)	106.20
101-302-715.000	FICA/MEDICARE	600.00	609.32	83.54	(9.32)	101.55
101-302-716.000	UNEMPLOYMENT COMPENSATION	10.00	0.00	0.00	10.00	0.00
101-302-717.000	WORKMAN'S COMP	300.00	300.00	0.00	0.00	100.00
Total Dept 302 - CROSSING GUARDS		8,410.00	8,874.52	1,175.54	(464.52)	105.52
Dept 371 - BUILDING INSPECTOR						
101-371-802.000	CODE ENFORCE/CONTRACTUAL	2,000.00	0.00	0.00	2,000.00	0.00
101-371-822.000	BUILDING INSPECTOR FEES	6,000.00	16,144.38	0.00	(10,144.38)	269.07
101-371-823.000	RENTAL INSPECTION FEE	0.00	3,525.00	0.00	(3,525.00)	100.00
Total Dept 371 - BUILDING INSPECTOR		8,000.00	19,669.38	0.00	(11,669.38)	245.87
Dept 441 - DPW						
101-441-703.000	SALARIES	41,000.00	25,417.67	2,741.76	15,582.33	61.99
101-441-703.010	OVERTIME PAY	1,500.00	1,705.51	105.00	(205.51)	113.70
101-441-715.000	FICA/MEDICARE	200.00	11,504.08	1,368.62	(11,304.08)	5,752.04
101-441-716.000	UNEMPLOYMENT INSURANCE	100.00	65.28	0.00	34.72	65.28
101-441-717.000	WORKMAN'S COMP	2,600.00	2,600.00	0.00	0.00	100.00
101-441-718.000	PENSION	100.00	8,902.21	1,060.83	(8,802.21)	8,902.21
101-441-719.000	HEALTH INSURANCE	400.00	4,737.94	586.36	(4,337.94)	1,184.49
101-441-776.000	SUPPLIES	4,500.00	2,094.84	0.00	2,405.16	46.55
101-441-801.000	PROFESSIONAL/CONTRACT SERVICES	1,000.00	3,651.68	3,500.00	(2,651.68)	365.17
101-441-836.000	CDL EXPENSES	1,000.00	1,235.00	(85.00)	(235.00)	123.50
101-441-853.000	TELEPHONE	1,500.00	702.71	86.38	797.29	46.85
101-441-921.000	ELECTRIC	3,000.00	1,061.73	0.00	1,938.27	35.39
101-441-923.000	HEAT	3,000.00	1,209.65	0.00	1,790.35	40.32
101-441-926.000	STREET LIGHTS	14,500.00	11,945.72	0.00	2,554.28	82.38
101-441-931.000	BUILDING REPAIRS & MAINT.	3,000.00	3,498.15	484.08	(498.15)	116.61
101-441-934.000	CONTRACTUAL SERVICES	10,000.00	8,031.98	96.00	1,968.02	80.32
101-441-943.000	PW EQUIPMENT RENTALGENERAL FUN	13,000.00	9,735.05	760.84	3,264.95	74.89
101-441-963.000	MULTI-PERIL INSURANCE	600.00	0.00	0.00	600.00	0.00
Total Dept 441 - DPW		101,000.00	98,099.20	10,704.87	2,900.80	97.13
Dept 721 - PLANNING COMMISSION						
101-721-826.000	VILLAGE PLANNER FEES	0.00	243.75	0.00	(243.75)	100.00
Total Dept 721 - PLANNING COMMISSION		0.00	243.75	0.00	(243.75)	100.00
Dept 751 - PARKS AND RECREATION						
101-751-703.000	SALARIES-LEISURE SERVICES	19,000.00	19,101.27	1,890.88	(101.27)	100.53
101-751-703.010	OVERTIME	400.00	468.00	0.00	(68.00)	117.00
101-751-717.000	WORKMAN'S COMP.	400.00	400.00	0.00	0.00	100.00
101-751-719.000	HEALTH INSURANCE	0.00	3,128.24	396.20	(3,128.24)	100.00

10/31/2022 01:47 PM

User: MEGAN

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REVENUE AND EXPENDITURE REPORT

Page: 5/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED		
		AMENDED BUDGET	10/31/2022 NORMAL (ABNORMAL)	MONTH 10/31/2022 INCREASE (DECREASE)		NORMAL (ABNORMAL)	BALANCE			
Fund 101 - GENERAL FUND										
Expenditures										
101-751-756.000	SUPPLIES & MAINTENANCE	10,000.00	9,277.10	0.00			722.90	92.77		
101-751-901.000	PRINTING/PUBLISHING	400.00	0.00	0.00			400.00	0.00		
101-751-921.000	ELECTRIC	1,000.00	382.26	0.00			617.74	38.23		
101-751-930.000	REPAIRS	2,500.00	865.00	0.00			1,635.00	34.60		
101-751-931.000	CONTRACTUAL	4,185.00	3,778.92	484.07			406.08	90.30		
101-751-943.000	EQUIP.RENTAL TRANSFER	13,600.00	12,626.54	931.82			973.46	92.84		
101-751-963.000	MULTI-PERIL INSURANCE	1,050.00	0.00	0.00			1,050.00	0.00		
101-751-985.000	COMMUNITY PROJECTS	0.00	9,270.00	0.00			(9,270.00)	100.00		
Total Dept 751 - PARKS AND RECREATION		52,535.00	59,297.33	3,702.97			(6,762.33)	112.87		
TOTAL EXPENDITURES		802,457.00	626,809.03	57,629.79			175,647.97	78.11		
Fund 101 - GENERAL FUND:										
TOTAL REVENUES		802,457.00	611,575.21	6,003.02			190,881.79	76.21		
TOTAL EXPENDITURES		802,457.00	626,809.03	57,629.79			175,647.97	78.11		
NET OF REVENUES & EXPENDITURES		0.00	(15,233.82)	(51,626.77)			15,233.82	100.00		

10/31/2022 01:47 PM

User: MEGAN

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REVENUE AND EXPENDITURE REPORT

Page: 6/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2022 NORMAL (ABNORMAL)	MONTH 10/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 202 - MAJOR ROADS						
Revenues						
Dept 000						
202-000-546.000	STATE OF MICHIGAN	175,000.00	237,699.21	14,863.90	(62,699.21)	135.83
202-000-664.100	INTEREST ON INVESTMENT	2,500.00	132.32	0.00	2,367.68	5.29
Total Dept 000		177,500.00	237,831.53	14,863.90	(60,331.53)	133.99
TOTAL REVENUES		177,500.00	237,831.53	14,863.90	(60,331.53)	133.99
Expenditures						
Dept 463 - MAINTENANCE						
202-463-703.000	SALARIES-MAINTENANCE	5,400.00	4,860.76	1,995.50	539.24	90.01
202-463-703.010	OVERTIME PAY	100.00	135.76	0.00	(35.76)	135.76
202-463-715.000	SOCIAL SECURITY	500.00	0.00	0.00	500.00	0.00
202-463-717.000	WORKMAN'S COMP.	1,100.00	3,620.00	0.00	(2,520.00)	329.09
202-463-719.000	HEALTH INSURANCE	0.00	1,028.35	322.28	(1,028.35)	100.00
202-463-782.000	MATERIALS	3,500.00	3,938.86	0.00	(438.86)	112.54
202-463-812.000	ENGINEERING	62,200.00	46,671.63	0.00	15,528.37	75.03
202-463-943.000	EQUIPMENT RENTAL	9,850.00	6,961.30	2,771.01	2,888.70	70.67
202-463-963.000	LIABILITY	800.00	0.00	0.00	800.00	0.00
202-463-981.000	CAPITAL OUTLAY	169,000.00	56,115.76	6,850.45	112,884.24	33.20
Total Dept 463 - MAINTENANCE		252,450.00	123,332.42	11,939.24	129,117.58	48.85
Dept 474 - TRAFFIC						
202-474-703.000	SALARIES-TRAFFIC SERVICES	0.00	30.00	0.00	(30.00)	100.00
Total Dept 474 - TRAFFIC		0.00	30.00	0.00	(30.00)	100.00
Dept 479 - ICE/SNOW						
202-479-703.000	SALARIES-SNOW & ICE REMOVAL	5,000.00	652.80	0.00	4,347.20	13.06
202-479-703.010	OVERTIME PAY	1,500.00	141.28	0.00	1,358.72	9.42
202-479-715.000	SOCIAL SECURITY	100.00	0.00	0.00	100.00	0.00
202-479-719.000	HEALTH INSURANCE	0.00	236.00	0.00	(236.00)	100.00
202-479-782.000	MATERIALS	5,700.00	0.00	0.00	5,700.00	0.00
202-479-943.000	EQUIPMENT RENTAL	7,500.00	606.09	0.00	6,893.91	8.08
Total Dept 479 - ICE/SNOW		19,800.00	1,636.17	0.00	18,163.83	8.26
Dept 483 - ADMINISTRATION						
202-483-703.172	MANAGER SALARY	6,000.00	4,275.06	500.00	1,724.94	71.25
202-483-703.215	CLERK SALARY	1,500.00	2,000.15	238.68	(500.15)	133.34
202-483-715.000	SOCIAL SECURITY	360.00	480.14	56.52	(120.14)	133.37
202-483-718.000	PENSION	0.00	376.51	44.32	(376.51)	100.00
202-483-719.000	HEALTH INSURANCE	0.00	703.17	89.67	(703.17)	100.00
202-483-807.000	AUDIT	2,000.00	4,414.48	0.00	(2,414.48)	220.72
Total Dept 483 - ADMINISTRATION		9,860.00	12,249.51	929.19	(2,389.51)	124.23
TOTAL EXPENDITURES		282,110.00	137,248.10	12,868.43	144,861.90	48.65

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		AMENDED BUDGET	10/31/2022	MONTH	10/31/2022	BALANCE		
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)		USED
Fund 202 - MAJOR ROADS								
Fund 202 - MAJOR ROADS:								
TOTAL REVENUES		177,500.00	237,831.53	14,863.90		(60,331.53)		133.99
TOTAL EXPENDITURES		282,110.00	137,248.10	12,868.43		144,861.90		48.65
NET OF REVENUES & EXPENDITURES		(104,610.00)	100,583.43	1,995.47		(205,193.43)		96.15

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 8/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2022 (ABNORMAL)	MONTH 10/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 203 - LOCAL ROADS						
Revenues						
Dept 000						
203-000-403.500	COUNTY ROAD MILLAGE	26,000.00	26,756.71	0.00	(756.71)	102.91
203-000-546.000	STATE OF MICHIGAN	77,000.00	40,149.38	6,530.69	36,850.62	52.14
203-000-664.100	INTEREST ON INVESTMENT	800.00	48.05	0.00	751.95	6.01
203-000-679.230	TRANSFER FROM STREETS	125,000.00	125,000.00	0.00	0.00	100.00
Total Dept 000		228,800.00	191,954.14	6,530.69	36,845.86	83.90
TOTAL REVENUES		228,800.00	191,954.14	6,530.69	36,845.86	83.90
Expenditures						
Dept 463 - MAINTENANCE						
203-463-703.000	SALARIES-MAINTENANCE	29,000.00	25,253.93	2,433.01	3,746.07	87.08
203-463-703.010	OVERTIME PAY	400.00	763.50	0.00	(363.50)	190.88
203-463-715.000	SOCIAL SECURITY	100.00	0.00	0.00	100.00	0.00
203-463-717.000	WORKMAN'S COMP.	1,100.00	3,620.00	0.00	(2,520.00)	329.09
203-463-719.000	HEALTH INSURANCE	0.00	5,813.97	631.08	(5,813.97)	100.00
203-463-782.000	MATERIALS	3,700.00	4,683.44	0.00	(983.44)	126.58
203-463-812.000	ENGINEERING	10,000.00	13,063.07	0.00	(3,063.07)	130.63
203-463-822.000	CONTRACTUAL	10,000.00	1,006.38	0.00	8,993.62	10.06
203-463-943.000	EQUIPMENT RENTAL	40,000.00	38,833.34	4,078.38	1,166.66	97.08
203-463-963.000	LIABILITY	900.00	0.00	0.00	900.00	0.00
203-463-981.000	CAPITAL OUTLAY	160,000.00	14,680.00	0.00	145,320.00	9.18
Total Dept 463 - MAINTENANCE		255,200.00	107,717.63	7,142.47	147,482.37	42.21
Dept 474 - TRAFFIC						
203-474-921.000	ELECTRIC	1,500.00	274.02	0.00	1,225.98	18.27
203-474-943.000	TRAFFIC SERVICE EQUIP RENTAL	500.00	0.00	0.00	500.00	0.00
Total Dept 474 - TRAFFIC		2,000.00	274.02	0.00	1,725.98	13.70
Dept 479 - ICE/SNOW						
203-479-703.000	SALARIES-SNOW & ICE REMOVAL	6,000.00	342.01	0.00	5,657.99	5.70
203-479-703.010	OVERTIME PAY	0.00	141.25	0.00	(141.25)	100.00
203-479-715.000	SOCIAL SECURITY	50.00	0.00	0.00	50.00	0.00
203-479-719.000	HEALTH INSURANCE	0.00	125.10	0.00	(125.10)	100.00
203-479-943.000	EQUIPMENT RENTAL	6,000.00	141.73	0.00	5,858.27	2.36
Total Dept 479 - ICE/SNOW		12,050.00	750.09	0.00	11,299.91	6.22
Dept 483 - ADMINISTRATION						
203-483-703.172	MANAGER SALARY	3,000.00	4,274.91	499.98	(1,274.91)	142.50
203-483-703.215	CLERK SALARY	1,500.00	2,000.13	238.67	(500.13)	133.34
203-483-715.000	SOCIAL SECURITY	360.00	479.98	56.50	(119.98)	133.33
203-483-718.000	PENSION	0.00	376.51	44.32	(376.51)	100.00
203-483-719.000	HEALTH INSURANCE	0.00	703.16	89.67	(703.16)	100.00
203-483-807.000	AUDIT	2,000.00	4,414.48	0.00	(2,414.48)	220.72
Total Dept 483 - ADMINISTRATION		6,860.00	12,249.17	929.14	(5,389.17)	178.56

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED BUDGET	10/31/2022	MONTH	10/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
Fund 203 - LOCAL ROADS							
Expenditures							
TOTAL EXPENDITURES		276,110.00	120,990.91		8,071.61	155,119.09	43.82
Fund 203 - LOCAL ROADS:							
TOTAL REVENUES		228,800.00	191,954.14		6,530.69	36,845.86	83.90
TOTAL EXPENDITURES		276,110.00	120,990.91		8,071.61	155,119.09	43.82
NET OF REVENUES & EXPENDITURES		(47,310.00)	70,963.23		(1,540.92)	(118,273.23)	150.00

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 10/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED		
		AMENDED BUDGET	10/31/2022 NORMAL (ABNORMAL)	MONTH 10/31/2022 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		
206-000-664.200	INTEREST ON SAVINGS	0.00	0.08	0.00		(0.08)	100.00		
Total Dept 000		0.00	0.18	0.00		(0.18)	100.00		
TOTAL REVENUES		0.00	0.18	0.00		(0.18)	100.00		
Fund 206 - FIRE INSURANCE PROCEEDS:									
TOTAL REVENUES		0.00	0.18	0.00		(0.18)	100.00		
TOTAL EXPENDITURES		0.00	0.00	0.00		0.00	0.00		
NET OF REVENUES & EXPENDITURES		0.00	0.18	0.00		(0.18)	100.00		

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 11/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 213 - SALVAGE VEHICLE INSPECTIONS						
Revenues						
Dept 000						
213-000-610.000	VEHICLE INSPECTION FEE	20,000.00	9,300.00	800.00	10,700.00	46.50
213-000-664.100	INTEREST INCOME	10.00	6.49	0.00	3.51	64.90
Total Dept 000		20,010.00	9,306.49	800.00	10,703.51	46.51
TOTAL REVENUES		20,010.00	9,306.49	800.00	10,703.51	46.51
Expenditures						
Dept 301 - POLICE DEPARTMENT						
213-301-703.011	VEHICLE INSPECTION	9,000.00	9,900.66	734.02	(900.66)	110.01
213-301-715.000	FICA/MEDICARE	1,200.00	0.00	0.00	1,200.00	0.00
213-301-719.000	HEALTH INSURANCE	0.00	675.01	62.50	(675.01)	100.00
213-301-865.500	VEH INSP MILEAGE/EXPENSES	1,800.00	0.00	0.00	1,800.00	0.00
Total Dept 301 - POLICE DEPARTMENT		12,000.00	10,575.67	796.52	1,424.33	88.13
TOTAL EXPENDITURES		12,000.00	10,575.67	796.52	1,424.33	88.13
Fund 213 - SALVAGE VEHICLE INSPECTIONS:						
TOTAL REVENUES		20,010.00	9,306.49	800.00	10,703.51	46.51
TOTAL EXPENDITURES		12,000.00	10,575.67	796.52	1,424.33	88.13
NET OF REVENUES & EXPENDITURES		8,010.00	(1,269.18)	3.48	9,279.18	15.84

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 12/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - STREETS						
Revenues						
Dept 000						
230-000-403.000	STREETS-PROPERTY TAXES	142,000.00	128,468.33	419.51	13,531.67	90.47
230-000-410.000	PERSONAL PROPERTY TAX	40,000.00	24,584.57	0.00	15,415.43	61.46
230-000-411.000	DELINQUENT TAX	0.00	13,116.69	0.00	(13,116.69)	100.00
230-000-445.000	REAL ESTATE TAX INTEREST	1,000.00	30.56	9.91	969.44	3.06
230-000-664.100	INTEREST INCOME	70.00	52.71	0.00	17.29	75.30
Total Dept 000		183,070.00	166,252.86	429.42	16,817.14	90.81
TOTAL REVENUES		183,070.00	166,252.86	429.42	16,817.14	90.81
Expenditures						
Dept 728 - ECONOMIC DEVELOPMENT						
230-728-999.030	TRANSFER TO LOCAL ROADS	125,000.00	125,000.00	0.00	0.00	100.00
Total Dept 728 - ECONOMIC DEVELOPMENT		125,000.00	125,000.00	0.00	0.00	100.00
TOTAL EXPENDITURES		125,000.00	125,000.00	0.00	0.00	100.00
Fund 230 - STREETS:						
TOTAL REVENUES		183,070.00	166,252.86	429.42	16,817.14	90.81
TOTAL EXPENDITURES		125,000.00	125,000.00	0.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		58,070.00	41,252.86	429.42	16,817.14	71.04

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 13/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 244 - BUSINESS LOANS						
Revenues						
Dept 000						
244-000-664.100	INTEREST INCOME	40.00	22.95	0.00	17.05	57.38
244-000-671.000	OTHER REVENUE	0.00	3,067.63	0.00	(3,067.63)	100.00
244-000-685.000	PRINCIPAL ON LOANS	5,000.00	5,440.00	630.00	(440.00)	108.80
Total Dept 000		5,040.00	8,530.58	630.00	(3,490.58)	169.26
TOTAL REVENUES		5,040.00	8,530.58	630.00	(3,490.58)	169.26
Expenditures						
Dept 728 - ECONOMIC DEVELOPMENT						
244-728-807.000	AUDIT	200.00	399.00	0.00	(199.00)	199.50
Total Dept 728 - ECONOMIC DEVELOPMENT		200.00	399.00	0.00	(199.00)	199.50
TOTAL EXPENDITURES		200.00	399.00	0.00	(199.00)	199.50
Fund 244 - BUSINESS LOANS:						
TOTAL REVENUES		5,040.00	8,530.58	630.00	(3,490.58)	169.26
TOTAL EXPENDITURES		200.00	399.00	0.00	(199.00)	199.50
NET OF REVENUES & EXPENDITURES		4,840.00	8,131.58	630.00	(3,291.58)	168.01

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 14/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 245 - HOME REHAB LOANS						
Revenues						
Dept 000						
245-000-664.100	INTEREST INCOME	50.00	35.10	0.00	14.90	70.20
245-000-671.000	OTHER REVENUE	0.00	10.00	0.00	(10.00)	100.00
245-000-685.000	PRINCIPAL ON LOANS	1,850.00	1,031.36	128.92	818.64	55.75
Total Dept 000		1,900.00	1,076.46	128.92	823.54	56.66
TOTAL REVENUES		1,900.00	1,076.46	128.92	823.54	56.66
Expenditures						
Dept 728 - ECONOMIC DEVELOPMENT						
245-728-807.000	AUDIT	200.00	399.00	0.00	(199.00)	199.50
Total Dept 728 - ECONOMIC DEVELOPMENT		200.00	399.00	0.00	(199.00)	199.50
TOTAL EXPENDITURES		200.00	399.00	0.00	(199.00)	199.50
Fund 245 - HOME REHAB LOANS:						
TOTAL REVENUES		1,900.00	1,076.46	128.92	823.54	56.66
TOTAL EXPENDITURES		200.00	399.00	0.00	(199.00)	199.50
NET OF REVENUES & EXPENDITURES		1,700.00	677.46	128.92	1,022.54	39.85

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 15/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 248 - DDA						
Revenues						
Dept 000						
248-000-404.000	PROPERTY TAXES	11,000.00	8,221.22	0.53	2,778.78	74.74
248-000-410.000	PERSONAL PROPERTY TAX	3,500.00	3,384.75	0.00	115.25	96.71
248-000-411.000	DELINQUENT TAX	0.00	82.31	0.00	(82.31)	100.00
248-000-445.000	REAL ESTATE TAX INTEREST	120.00	3.44	0.01	116.56	2.87
248-000-664.100	INTEREST INCOME	50.00	11.83	0.00	38.17	23.66
248-000-671.000	OTHER REVENUE	13,000.00	7,550.00	0.00	5,450.00	58.08
Total Dept 000		27,670.00	19,253.55	0.54	8,416.45	69.58
TOTAL REVENUES		27,670.00	19,253.55	0.54	8,416.45	69.58
Expenditures						
Dept 290 - CONTINGENCY						
248-290-969.000	CONTINGENCY	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 290 - CONTINGENCY		1,000.00	0.00	0.00	1,000.00	0.00
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	1,000.00	581.25	0.00	418.75	58.13
248-728-901.000	PRINTING/PUBLISHING	0.00	492.00	0.00	(492.00)	100.00
248-728-930.000	REPAIRS	0.00	70.00	0.00	(70.00)	100.00
248-728-959.000	MISCELLANEOUS	170.00	181.68	0.00	(11.68)	106.87
248-728-981.000	CAPITAL OUTLAY	0.00	980.00	0.00	(980.00)	100.00
248-728-985.000	COMMUNITY SERVICE PROJECTS	20,000.00	20,936.50	0.00	(936.50)	104.68
248-728-986.000	DOWNTOWN FLOWERS	0.00	4,274.52	0.00	(4,274.52)	100.00
248-728-999.010	GEN FUND ADMIN TRANSFER	4,500.00	4,500.00	0.00	0.00	100.00
Total Dept 728 - ECONOMIC DEVELOPMENT		26,670.00	32,015.95	0.00	(5,345.95)	120.04
TOTAL EXPENDITURES		27,670.00	32,015.95	0.00	(4,345.95)	115.71
Fund 248 - DDA:						
TOTAL REVENUES		27,670.00	19,253.55	0.54	8,416.45	69.58
TOTAL EXPENDITURES		27,670.00	32,015.95	0.00	(4,345.95)	115.71
NET OF REVENUES & EXPENDITURES		0.00	(12,762.40)	0.54	12,762.40	100.00

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 16/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 265 - DRUG FORFEITURE						
Revenues						
Dept 000						
265-000-664.100	INTEREST INCOME	0.00	0.30	0.00	(0.30)	100.00
265-000-664.200	INTEREST-SAVINGS	0.00	0.23	0.00	(0.23)	100.00
Total Dept 000		0.00	0.53	0.00	(0.53)	100.00
TOTAL REVENUES		0.00	0.53	0.00	(0.53)	100.00
Fund 265 - DRUG FORFEITURE:						
TOTAL REVENUES		0.00	0.53	0.00	(0.53)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.53	0.00	(0.53)	100.00

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 17/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 282 - APRA FUND						
Revenues						
Dept 000						
282-000-528.000	OTHER FEDERAL GRANTS	91,000.00	91,005.79	0.00	(5.79)	100.01
282-000-664.100	INTEREST INCOME	5.00	43.36	0.00	(38.36)	867.20
Total Dept 000		91,005.00	91,049.15	0.00	(44.15)	100.05
TOTAL REVENUES		91,005.00	91,049.15	0.00	(44.15)	100.05
Fund 282 - APRA FUND:						
TOTAL REVENUES		91,005.00	91,049.15	0.00	(44.15)	100.05
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		91,005.00	91,049.15	0.00	(44.15)	100.05

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2022 (ABNORMAL)	MONTH 10/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - SEWER FUND						
Revenues						
Dept 000						
590-000-626.000	TAP IN FEES	1,000.00	3,000.00	0.00	(2,000.00)	300.00
590-000-628.000	SEWER SERVICE CHARGES	228,000.00	156,155.67	(97.56)	71,844.33	68.49
590-000-629.000	PENALTIES	1,500.00	1,815.77	203.81	(315.77)	121.05
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	100.00	(34.54)	0.00	134.54	(34.54)
590-000-664.120	INTEREST ON CHECKING-RECEIVING	200.00	177.21	0.00	22.79	88.61
Total Dept 000		232,300.00	161,114.11	106.25	71,185.89	69.36
TOTAL REVENUES		232,300.00	161,114.11	106.25	71,185.89	69.36
Expenditures						
Dept 483 - ADMINISTRATION						
590-483-703.172	MANAGER SALARY	10,000.00	7,481.21	874.99	2,518.79	74.81
590-483-703.215	CLERK SALARY	7,000.00	5,333.75	636.47	1,666.25	76.20
590-483-715.000	FICA/MEDICARE	1,000.00	980.33	115.63	19.67	98.03
590-483-718.000	PENSION	0.00	768.84	90.68	(768.84)	100.00
590-483-719.000	HEALTH INSURANCE	0.00	1,875.39	239.52	(1,875.39)	100.00
590-483-807.000	AUDIT	700.00	1,098.00	0.00	(398.00)	156.86
Total Dept 483 - ADMINISTRATION		18,700.00	17,537.52	1,957.29	1,162.48	93.78
Dept 548 - SEWER LINE MAINTENANCE						
590-548-756.000	OPERATING SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
590-548-768.000	UNIFORMS/BOOTS/ETC	1,000.00	45.04	0.00	954.96	4.50
590-548-812.000	ENGINEERING	0.00	34.13	0.00	(34.13)	100.00
590-548-820.000	MISS DIG	800.00	0.00	0.00	800.00	0.00
590-548-821.000	LAB TESTING	2,000.00	1,555.00	0.00	445.00	77.75
590-548-822.000	CONTRACTUAL SERVICES	200.00	1,108.00	0.00	(908.00)	554.00
590-548-853.020	CELL PHONE	500.00	352.34	0.00	147.66	70.47
590-548-864.000	CONFERENCES/WORKSHOPS	750.00	95.00	0.00	655.00	12.67
590-548-934.000	MAINTENANCE	10,000.00	6,749.62	0.00	3,250.38	67.50
590-548-936.000	TECH SERVICES	3,500.00	151.68	0.00	3,348.32	4.33
590-548-943.000	EQUIPMENT RENTAL	1,000.00	0.00	0.00	1,000.00	0.00
590-548-958.000	DUES/MEMBERSHIPS	300.00	0.00	0.00	300.00	0.00
590-548-963.000	LIABILITY INSURANCE	2,900.00	4,511.55	0.00	(1,611.55)	155.57
590-548-965.000	EQUIPMENT PURCHASE	0.00	1,563.85	0.00	(1,563.85)	100.00
Total Dept 548 - SEWER LINE MAINTENANCE		23,950.00	16,166.21	0.00	7,783.79	67.50
Dept 549 - MAINTENANCE-LIFT STATIONS						
590-549-703.000	SALARIES-MAINTENANCE	40,000.00	30,445.48	3,308.35	9,554.52	76.11
590-549-703.010	OVERTIME PAY	2,000.00	1,869.75	510.00	130.25	93.49
590-549-703.020	HOLIDAY PAY	3,000.00	0.00	0.00	3,000.00	0.00
590-549-703.030	VACATION PAY	3,500.00	0.00	0.00	3,500.00	0.00
590-549-703.040	SICK/PERSONAL PAY	4,500.00	0.00	0.00	4,500.00	0.00
590-549-715.000	FICA	6,000.00	0.00	0.00	6,000.00	0.00
590-549-717.000	WORKMAN'S COMP	300.00	300.00	0.00	0.00	100.00
590-549-718.000	PENSION	7,000.00	0.00	0.00	7,000.00	0.00
590-549-719.000	HEALTH INSURANCE	19,200.00	3,696.36	496.29	15,503.64	19.25
590-549-719.500	DISABILITY INSURANCE	1,000.00	299.00	34.25	701.00	29.90

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

		2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	10/31/2022	MONTH 10/31/2022	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 590 - SEWER FUND						
Expenditures						
590-549-720.000	LIFE INSURANCE	350.00	336.80	42.10	13.20	96.23
590-549-722.000	VISION REIMBURSEMENT	500.00	145.00	0.00	355.00	29.00
590-549-756.000	OPERATING SUPPLIES	150.00	0.00	0.00	150.00	0.00
590-549-807.000	AUDIT	600.00	1,197.00	0.00	(597.00)	199.50
590-549-822.000	CONTRACTUAL SERVICES	1,000.00	694.80	0.00	305.20	69.48
590-549-853.000	TELEPHONE	0.00	457.20	57.59	(457.20)	100.00
590-549-853.020	CELL PHONE	300.00	300.08	37.50	(0.08)	100.03
590-549-921.000	ELECTRIC	6,000.00	1,903.60	0.00	4,096.40	31.73
590-549-931.000	MAINTENANCE SERVICE	3,000.00	2,530.96	0.00	469.04	84.37
590-549-931.010	COUNTY DRAIN MAINTENANCE	1,000.00	0.00	0.00	1,000.00	0.00
590-549-943.000	EQUIPMENT RENTAL	11,000.00	10,092.50	943.56	907.50	91.75
590-549-963.000	LIABILITY INSURANCE	3,500.00	4,511.55	0.00	(1,011.55)	128.90
Total Dept 549 - MAINTENANCE-LIFT STATIONS		113,900.00	58,780.08	5,429.64	55,119.92	51.61
Dept 550 - COLLECTION						
590-550-703.000	SALARIES	20,000.00	21,995.42	1,448.00	(1,995.42)	109.98
590-550-703.020	HOLIDAY PAY	500.00	0.00	0.00	500.00	0.00
590-550-703.030	VACATION PAY	500.00	0.00	0.00	500.00	0.00
590-550-703.040	SICK/PERSONAL PAY	1,200.00	0.00	0.00	1,200.00	0.00
590-550-715.000	FICA/MEDICARE	2,000.00	1,675.53	110.78	324.47	83.78
590-550-716.000	UNEMPLOYMENT COMPENSATION	10.00	8.17	0.00	1.83	81.70
590-550-717.000	WORKMAN'S COMP.	100.00	300.00	0.00	(200.00)	300.00
590-550-718.000	PENSION	1,000.00	513.75	21.60	486.25	51.38
590-550-719.000	HEALTH INSURANCE	5,000.00	1,422.13	0.00	3,577.87	28.44
590-550-719.500	DISABILITY INSURANCE	200.00	298.99	34.25	(98.99)	149.50
590-550-720.000	LIFE INSURANCE	40.00	336.80	42.10	(296.80)	842.00
590-550-722.000	VISION REIMBURSEMENT	125.00	0.00	0.00	125.00	0.00
590-550-728.000	OFFICE SUPPLIES	3,000.00	474.37	0.00	2,525.63	15.81
590-550-730.000	POSTAGE	1,000.00	1,241.17	113.09	(241.17)	124.12
590-550-807.000	AUDIT	1,000.00	1,836.00	0.00	(836.00)	183.60
590-550-808.000	PAYMENT PROCESSING FEES	800.00	1,152.64	0.00	(352.64)	144.08
590-550-853.000	TELEPHONE	1,000.00	457.20	57.59	542.80	45.72
590-550-864.000	CONFERENCES/WORKSHOPS	300.00	0.00	0.00	300.00	0.00
590-550-901.000	PRINTING	200.00	138.00	0.00	62.00	69.00
590-550-934.000	SERVICE CONTRACTS	1,500.00	2,814.32	0.00	(1,314.32)	187.62
590-550-936.000	TECH SERVICES	3,500.00	5,868.14	0.00	(2,368.14)	167.66
Total Dept 550 - COLLECTION		42,975.00	40,532.63	1,827.41	2,442.37	94.32
TOTAL EXPENDITURES		199,525.00	133,016.44	9,214.34	66,508.56	66.67
Fund 590 - SEWER FUND:						
TOTAL REVENUES		232,300.00	161,114.11	106.25	71,185.89	69.36
TOTAL EXPENDITURES		199,525.00	133,016.44	9,214.34	66,508.56	66.67
NET OF REVENUES & EXPENDITURES		32,775.00	28,097.67	(9,108.09)	4,677.33	85.73

10/31/2022 01:47 PM

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REVENUE AND EXPENDITURE REPORT

Page: 20/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2022 NORMAL (ABNORMAL)	MONTH 10/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 591 - WATER FUND						
Revenues						
Dept 000						
591-000-608.000	NSF CHECK FEE	200.00	50.00	30.00	150.00	25.00
591-000-629.000	PENALTIES	3,000.00	2,295.71	264.36	704.29	76.52
591-000-642.000	WATER TURN ONS	500.00	2,010.00	1,425.00	(1,510.00)	402.00
591-000-643.000	METERED SALES	300,000.00	215,038.97	(162.25)	84,961.03	71.68
591-000-645.000	WATER TAP FEES	1,000.00	3,000.00	0.00	(2,000.00)	300.00
591-000-664.000	INTEREST ON CD'S-RECEIVING	1,000.00	0.00	0.00	1,000.00	0.00
591-000-664.100	INTEREST-WATER OPERATING	100.00	(409.84)	0.00	509.84	(409.84)
591-000-664.120	INTEREST ON CHECKING-RECEIVING	200.00	206.19	0.00	(6.19)	103.10
Total Dept 000		306,000.00	222,191.03	1,557.11	83,808.97	72.61
TOTAL REVENUES		306,000.00	222,191.03	1,557.11	83,808.97	72.61
Expenditures						
Dept 483 - ADMINISTRATION						
591-483-703.172	MANAGER SALARY	10,500.00	7,481.26	875.00	3,018.74	71.25
591-483-703.215	CLERK SALARY	7,600.00	5,333.84	636.49	2,266.16	70.18
591-483-715.000	FICA/MEDICARE	1,500.00	980.44	115.64	519.56	65.36
591-483-718.000	PENSION	0.00	768.98	90.70	(768.98)	100.00
591-483-719.000	HEALTH INSURANCE	0.00	1,875.41	239.52	(1,875.41)	100.00
Total Dept 483 - ADMINISTRATION		19,600.00	16,439.93	1,957.35	3,160.07	83.88
Dept 550 - COLLECTION						
591-550-703.000	SALARIES-CLERICAL	26,000.00	8,563.06	360.00	17,436.94	32.93
591-550-703.020	HOLIDAY PAY	500.00	0.00	0.00	500.00	0.00
591-550-703.030	VACATION PAY	1,500.00	0.00	0.00	1,500.00	0.00
591-550-703.040	SICK/PERSONAL	1,200.00	0.00	0.00	1,200.00	0.00
591-550-715.000	FICA/MEDICARE	2,000.00	662.20	27.54	1,337.80	33.11
591-550-716.000	UNEMPLOYMENT COMPENSATION	10.00	8.13	0.00	1.87	81.30
591-550-717.000	WORKMAN'S COMP	60.00	60.00	0.00	0.00	100.00
591-550-718.000	PENSION	1,000.00	513.76	21.60	486.24	51.38
591-550-719.000	HEALTH INSURANCE	4,000.00	1,422.24	0.00	2,577.76	35.56
591-550-719.500	DISABILITY INSURANCE	200.00	298.99	34.25	(98.99)	149.50
591-550-720.000	LIFE INSURANCE	60.00	336.80	42.10	(276.80)	561.33
591-550-722.000	VISION REIMBURSEMENT	125.00	145.00	0.00	(20.00)	116.00
591-550-728.000	OFFICE SUPPLIES	2,500.00	471.34	0.00	2,028.66	18.85
591-550-730.000	POSTAGE	2,000.00	1,241.17	113.09	758.83	62.06
591-550-807.000	AUDIT	1,200.00	796.00	0.00	404.00	66.33
591-550-808.000	PAYMENT PROCESSING FEES	500.00	1,152.64	0.00	(652.64)	230.53
591-550-853.000	TELEPHONE	1,000.00	457.20	57.59	542.80	45.72
591-550-864.000	CONFERENCES/WORKSHOPS	300.00	0.00	0.00	300.00	0.00
591-550-901.000	PRINTING	300.00	697.75	0.00	(397.75)	232.58
591-550-931.000	MAINT-SERVICES	0.00	1,486.85	0.00	(1,486.85)	100.00
591-550-934.000	SERVICE CONTRACTS	1,000.00	1,295.52	0.00	(295.52)	129.55
591-550-936.000	TECH SERVICES	3,500.00	4,609.76	0.00	(1,109.76)	131.71
591-550-964.000	NSF CHECK CHARGES	10.00	0.00	0.00	10.00	0.00
591-550-965.000	EQUIPMENT PURCHASE	0.00	161.87	0.00	(161.87)	100.00
Total Dept 550 - COLLECTION		48,965.00	24,380.28	656.17	24,584.72	49.79

10/31/2022 01:47 PM

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REVENUE AND EXPENDITURE REPORT

Page: 21/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

		YTD BALANCE	ACTIVITY FOR	AVAILABLE		
		10/31/2022	MONTH 10/31/2022	BALANCE	% BDGT	
GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 591 - WATER FUND						
Expenditures						
Dept 551 - UTILITY						
591-551-921.000	POWER PUMPING-ELECTRIC	12,000.00	5,428.69	0.00	6,571.31	45.24
Total Dept 551 - UTILITY		12,000.00	5,428.69	0.00	6,571.31	45.24
Dept 552 - DISTRIBUTION						
591-552-703.000	SALARIES-DISTRIBUTION	46,000.00	35,480.36	4,298.53	10,519.64	77.13
591-552-703.010	OVERTIME PAY	2,500.00	3,895.50	607.50	(1,395.50)	155.82
591-552-703.020	HOLIDAY PAY	3,500.00	0.00	0.00	3,500.00	0.00
591-552-703.030	VACATION PAY	3,500.00	0.00	0.00	3,500.00	0.00
591-552-703.040	SICK/PERSONAL PAY	4,500.00	0.00	0.00	4,500.00	0.00
591-552-715.000	FICA/MEDICARE	7,500.00	0.00	0.00	7,500.00	0.00
591-552-716.000	UNEMPLOYMENT INSURANCE	10.00	0.00	0.00	10.00	0.00
591-552-717.000	WORKMAN'S COMP	1,200.00	1,200.00	0.00	0.00	100.00
591-552-718.000	PENSION	7,000.00	0.00	0.00	7,000.00	0.00
591-552-719.000	HEALTH INSURANCE	16,000.00	4,561.71	520.07	11,438.29	28.51
591-552-719.500	DISABILITY INSURANCE	1,000.00	298.99	34.25	701.01	29.90
591-552-720.000	LIFE INSURANCE	300.00	336.80	42.10	(36.80)	112.27
591-552-722.000	VISION REIMBURSEMENT	500.00	0.00	0.00	500.00	0.00
591-552-768.000	UNIFORMS/BOOTS/ETC	1,000.00	45.05	0.00	954.95	4.51
591-552-776.000	SUPPLIES & MAINTENANCE	5,000.00	6,144.58	267.20	(1,144.58)	122.89
591-552-807.000	AUDIT	1,600.00	796.00	0.00	804.00	49.75
591-552-812.000	ENGINEERING	50,000.00	6,094.12	0.00	43,905.88	12.19
591-552-820.000	MISS DIG	100.00	0.00	0.00	100.00	0.00
591-552-821.000	WATER TESTING	5,000.00	3,358.25	0.00	1,641.75	67.17
591-552-822.000	CONTRACTUAL SERVICES	5,000.00	4,211.70	0.00	788.30	84.23
591-552-853.020	CELL PHONE	1,500.00	1,309.27	120.07	190.73	87.28
591-552-864.000	CONF/WORKSHOPS	1,000.00	459.70	0.00	540.30	45.97
591-552-936.000	TECH SERVICES	1,000.00	1,392.08	0.00	(392.08)	139.21
591-552-943.000	EQUIPMENT RENTAL-WATER FUND	13,000.00	11,516.64	958.08	1,483.36	88.59
591-552-958.000	DUES/MEMBERSHIPS	1,000.00	780.00	0.00	220.00	78.00
591-552-959.000	MISCELLANEOUS	0.00	2,250.00	0.00	(2,250.00)	100.00
591-552-963.000	LIABILITY INSURANCE	2,700.00	4,511.55	0.00	(1,811.55)	167.09
Total Dept 552 - DISTRIBUTION		181,410.00	88,642.30	6,847.80	92,767.70	48.86
Dept 553 - WELLS/TOWER						
591-553-703.000	SALARIES-WELLS & TOWER	500.00	0.00	0.00	500.00	0.00
591-553-715.000	FICA/MEDICARE	50.00	0.00	0.00	50.00	0.00
591-553-963.000	LIABILITY INSURNACE	3,250.00	4,511.55	0.00	(1,261.55)	138.82
591-553-968.000	DEPRECIATION	54,000.00	0.00	0.00	54,000.00	0.00
591-553-981.000	CAPITAL OUTLAY	228,000.00	3,433.34	0.00	224,566.66	1.51
Total Dept 553 - WELLS/TOWER		285,800.00	7,944.89	0.00	277,855.11	2.78
TOTAL EXPENDITURES		547,775.00	142,836.09	9,461.32	404,938.91	26.08
Fund 591 - WATER FUND:						
TOTAL REVENUES		306,000.00	222,191.03	1,557.11	83,808.97	72.61
TOTAL EXPENDITURES		547,775.00	142,836.09	9,461.32	404,938.91	26.08

10/31/2022 01:47 PM
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REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 10/31/2022
% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	10/31/2022	(ABNORMAL)	MONTH 10/31/2022	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 591 - WATER FUND										
NET OF REVENUES & EXPENDITURES		(241,775.00)		79,354.94		(7,904.21)		(321,129.94)		32.82

10/31/2022 01:47 PM

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REVENUE AND EXPENDITURE REPORT

Page: 23/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 596 - GARBAGE COLLECTION						
Revenues						
Dept 000						
596-000-628.000	TRASH SERVICE CHARGES	120,000.00	71,272.96	4.79	48,727.04	59.39
596-000-629.000	PENALTIES	300.00	297.44	36.00	2.56	99.15
596-000-664.100	INTEREST INCOME	0.00	(48.25)	0.00	48.25	100.00
596-000-664.120	INTEREST ON CHECKING-RECEIVING	20.00	47.67	0.00	(27.67)	238.35
Total Dept 000		120,320.00	71,569.82	40.79	48,750.18	59.48
TOTAL REVENUES		120,320.00	71,569.82	40.79	48,750.18	59.48
Expenditures						
Dept 528 - RUBBISH COLLECTION/DISPOSAL						
596-528-919.000	WASTE AND RUBBISH DISPOSAL	120,000.00	63,322.89	0.00	56,677.11	52.77
Total Dept 528 - RUBBISH COLLECTION/DISPOSAL		120,000.00	63,322.89	0.00	56,677.11	52.77
TOTAL EXPENDITURES		120,000.00	63,322.89	0.00	56,677.11	52.77
Fund 596 - GARBAGE COLLECTION:						
TOTAL REVENUES		120,320.00	71,569.82	40.79	48,750.18	59.48
TOTAL EXPENDITURES		120,000.00	63,322.89	0.00	56,677.11	52.77
NET OF REVENUES & EXPENDITURES		320.00	8,246.93	40.79	(7,926.93)	2,577.17

10/31/2022 01:47 PM

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DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 24/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

		2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE		
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 10/31/2022	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDGT USED
Fund 661 - MOTOR POOL								
Revenues								
Dept 000								
661-000-664.100	INTEREST INCOME	1,200.00	69.92	0.00		1,130.08		5.83
661-000-668.100	RENTAL EQUIPMENT-POLICE	25,000.00	10,000.00	0.00		15,000.00		40.00
661-000-668.200	RENTAL EQUIPMENT PARKS	25,000.00	12,626.54	931.82		12,373.46		50.51
661-000-668.300	RENTAL EQUIPMENT-LOCAL	40,000.00	38,833.34	4,078.38		1,166.66		97.08
661-000-668.310	EQUIP RENTAL L/R ICE/SNOW	9,000.00	141.73	0.00		8,858.27		1.57
661-000-668.400	RENTAL EQUIPMENT-MAJOR	10,000.00	6,961.30	2,771.01		3,038.70		69.61
661-000-668.410	EQUIP RENTAL M/R ICE/SNOW	9,000.00	606.09	0.00		8,393.91		6.73
661-000-668.500	RENTAL EQUIPMENT-WATER	14,000.00	11,516.64	958.08		2,483.36		82.26
661-000-668.600	RENTAL EQUIPMENT-SEWER LINE	10,000.00	0.00	0.00		10,000.00		0.00
661-000-668.605	LS MAINT. EQUIP RENTAL	0.00	10,092.50	943.56		(10,092.50)		100.00
661-000-668.700	RENTAL EQUIPMENT-PUBLIC WORKS	10,000.00	9,735.05	760.84		264.95		97.35
661-000-671.000	MISCELLANEOUS	0.00	4,800.00	0.00		(4,800.00)		100.00
Total Dept 000		153,200.00	105,383.11	10,443.69		47,816.89		68.79
TOTAL REVENUES		153,200.00	105,383.11	10,443.69		47,816.89		68.79
Expenditures								
Dept 301 - POLICE DEPARTMENT								
661-301-870.000	GAS	10,000.00	5,894.31	0.00		4,105.69		58.94
661-301-872.000	TIRES	1,400.00	481.86	160.62		918.14		34.42
661-301-930.000	REPAIRS	1,000.00	720.41	42.55		279.59		72.04
661-301-963.000	MULTI-PERIL INSURANCE	6,000.00	6,015.40	0.00		(15.40)		100.26
Total Dept 301 - POLICE DEPARTMENT		18,400.00	13,111.98	203.17		5,288.02		71.26
Dept 441 - DPW								
661-441-807.000	AUDIT	500.00	947.68	0.00		(447.68)		189.54
661-441-870.000	GAS	20,000.00	15,513.15	0.00		4,486.85		77.57
661-441-872.000	TIRES	2,000.00	1,015.32	0.00		984.68		50.77
661-441-930.000	REPAIRS & MAINTENANCE	8,500.00	19,298.07	212.29		(10,798.07)		227.04
661-441-963.000	MULTI-PERIL INSURANCE	7,000.00	6,015.40	0.00		984.60		85.93
661-441-968.000	DEPRECIATION	67,000.00	0.00	0.00		67,000.00		0.00
Total Dept 441 - DPW		105,000.00	42,789.62	212.29		62,210.38		40.75
Dept 483 - ADMINISTRATION								
661-483-703.172	MANAGER SALARY	3,100.00	2,137.52	250.01		962.48		68.95
661-483-703.215	CLERK SALARY	1,900.00	1,333.45	159.11		566.55		70.18
661-483-715.000	FICA/MEDICARE	0.00	265.39	31.28		(265.39)		100.00
661-483-718.000	PENSION	0.00	208.21	24.54		(208.21)		100.00
661-483-719.000	HEALTH INSURANCE	0.00	468.80	59.87		(468.80)		100.00
661-483-999.010	GEN FUND ADMIN TRANSFER	5,000.00	5,000.00	0.00		0.00		100.00
Total Dept 483 - ADMINISTRATION		10,000.00	9,413.37	524.81		586.63		94.13
TOTAL EXPENDITURES		133,400.00	65,314.97	940.27		68,085.03		48.96

10/31/2022 01:47 PM

User: MEGAN

DB: Decatur

REVENUE AND EXPENDITURE REPORT

Page: 25/25

PERIOD ENDING 10/31/2022

% Fiscal Year Completed: 67.12

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 10/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 661 - MOTOR POOL						
Fund 661 - MOTOR POOL:						
TOTAL REVENUES		153,200.00	105,383.11	10,443.69	47,816.89	68.79
TOTAL EXPENDITURES		133,400.00	65,314.97	940.27	68,085.03	48.96
NET OF REVENUES & EXPENDITURES		19,800.00	40,068.14	9,503.42	(20,268.14)	202.36
TOTAL REVENUES - ALL FUNDS		2,349,272.00	1,897,088.75	41,534.33	452,183.25	80.75
TOTAL EXPENDITURES - ALL FUNDS		2,526,447.00	1,457,928.05	98,982.28	1,068,518.95	57.71
NET OF REVENUES & EXPENDITURES		(177,175.00)	439,160.70	(57,447.95)	(616,335.70)	247.87



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: November 7, 2022

SUBJECT: Monthly Report October 2022

Updates – October 2022:

2023 Decatur Community Cleanup Date.

Attached to this report is an update from the Van Buren Conservation District for June 2022. Staff continues to work with the VBCD on the schedule for Decatur in 2023. The date for next year's event is scheduled for Saturday, April 29, 2023. **We have received approval of a mini-grant proposal for some additional improvements to the site of the event. The Van Buren Conservation District will fund \$5,000.00 for improvements to events and sites.**

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 DECATUR PUBLIC SCHOOLS

Chief VanDerWoude and I met with Superintendent, Patrick Creagan. Mr. Creagan has reached out to the Village of Decatur, Police Department, to inquire of the need to address the importance of a School Resource Officer. Mr. Creagan expressed the School's intent to apply for a three-year grant to assist with funding for a new School Resource Office. You will recall this subject was first brought to the discussion table back in 2019. Mr. Creagan requested support from the Decatur Police Department to apply for this grant. Chief VanDerWoude and I are both in support of Decatur Public Schools submitting this grant funding application. More information to come.

UPDATE REGARDING MARIJUANA BUSINESS

Biogold LLC, 711 White Oak Street, Kyle Brandt.

Biogold, LLC is proposing (with Decatur's permission) to simply add another adult-use Class C stacked grow onto its existing/authorized establishment. This would only allow Biogold to grow two thousand (2000) additional plants in its existing indoor grow facility. There will be absolutely no expansion, no building or construction changes or alterations, no business or operations changes, and no site plan approvals or other municipal authorizations will be necessary. In essence, from the outside of this indoor grow facility, there will be no discernible changes or physical alterations to the business or building of any kind. (Application pending to the Council)

Tree Figg LLC, 413 W Delaware Street, BJ Tregoning

At the Planning Commission meeting Thursday, October 22, 2022, the PC approved the submission of site plan with conditions. BJ wanted to follow up on the process of getting approval for the drive through for the dispensary we are planning to build. At the PC meeting last week you it was noted that the council would have to remove language from the ordinance in order for us to be able to have a drive through. BJ would like to request something formally or if you have already put it on the agenda? Would it help if I was at the next council meeting to discuss it further? (Application pending to the Council)

Sun Provisions, LLC 107 W Delaware Street, Luann Sun

Luann has inquired from staff the possibility of amending Ordinance 2019-004 Regulation of Recreation Marijuana, Section 12; Minimal Operation Standards of Retail Centers, Article 2; Consumption of marijuana shall be prohibit in the retail center, and a sign shall be posted on the premises of each retail center indicating that consumption is prohibited on the premises. Luann would like to see the Village modification to this to allow consumption in an allowable location on site. Staff has not received an application to review this topic.

UPDATE REGARDING SPECIAL LITE

Steve Benscoter, Chief Operating Officer, Special-Lite has reached out to staff to inquire about additional Talent Attraction. Always open to any and all thoughts you may have around how/where we can/should source hourly talent? Hiring enough production operators in Decatur to sustain the required level of support for our customers. Special-Lite currently has about 15% of our manufacturing roles open –Currently for skilled roles they are paying \$17 to \$19 an hour depending on shift with full FAMILY medical/dental/prescription/vision for about \$50/month and a 401(k) that is unparalleled in SW Michigan. Staff is very concerned as the current economic conditions gets harder and harder to envision a world where business can staff to support growth in Decatur. Staff has a meeting set with leadership from Zachary Morris, Market Van Buren, and Decatur Public Schools, November 9, 2022, to further this discussion.

UPDATE REGARDING ECONOMIC DEVELOPEMENT PROJECT

Staff continues to receive inquires from Decatur & Hamilton Township residents about the possibility of expansion of Village services. Some of those inquiries include; water & sewer infrastructure, trash service, brush, leaf and lawn waste services, public safety, streets, elections, cemetery services. Staff has reached out to the Decatur Township Board to start discussions.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council & DDA
FROM: Christopher Tapper, Village Manager
REVIEWED BY: N/A

DATE: October 27, 2022

SUBJECT: Update regarding Village Events 2022

Action Requested:

N/A

Background:

The Downtown Development Authority has recommitted its dedication to community engagement. Over the course of the calendar year 2022, the Downtown Development Authority has recruited new members, set goals and objectives, adopted a business first budget, approved the action to partner with McKenna & Associates to update the DDA Downtown Master Plan, and address marketing strategies.

The DDA continues its efforts to expand outreach to its business community along with additional economic development throughout the Village. At this time staff would like to provide the following update regarding Boo Bash Trick-Or-Treating activities. Please see attached to this memo, some community engagement feedback.

Staff would like to highlight the efforts of Shantel Pentland, Administrative Assistant for all of her efforts to coordinate events and activities.

Attachments:

Village of Decatur - Facebook



Village of Decatur
114 N Phelps Street
Decatur, MI 49045



Village of Decatur, MI

2d · 🌐

...

🍂 Many local businesses are participating in the Light Post Scarecrow Contest, be sure to vote for your favorites during Boo Bash Trick-Or-Treating on 10/31/22 from 3:30-4:30!



📣 Boost this post to reach up to 1766 more people daily if you spend \$35.

Boost post

👍❤️ You, Ann Marie Tapper and 75 others

12 Comments 22 Shares

👍 Like

💬 Comment

➦ Share





Village of Decatur
114 N Phelps Street
Decatur, MI 49045

You're commenting as Christopher Tapper.

- Stephanie Wiles** ***
We have been hearing from all our clients how beautiful and festive our downtown is and it really is! Thank you for organizing this event!
Like Reply 2d 6
- Anita Gordon Haas** ***
I'm so happy this happened this year.....fun to look at and Decatur needed this.
Like Reply 2d 4
- Betti Jo Loveland** ***
Janice thank you for the great post I wondered if somebody was going to mention how nice main street looks it's been a Long time since people have taken the time to decorate our community thank you to all those who participated it's great!
Like Reply 2d 3
- Cynthia Ann Mach** ***
This is so cool !! I am showing it to everyone! My hometown ❤️❤️❤️
Like Reply 1d 1
- Bobbie Imus Rex** ***
Great to see our town working together to make it fun during this season. Love all the creativity!
Like Reply 2d 2
- Toni Fountain** ***
How do people vote?
Like Reply 12h
- Pamela Adams Sikkema** ***
Toni Fountain they vote on Halloween during the trick or treating on Monday
Like Reply 11h Edited
- Stephanie Wiles** ***
Toni Fountain on Halloween you vote during 3:30-4:30 trick or treat
Like Reply 12h
- Toni Fountain** ***
Stephanie Wiles where do they vote at? Do we give them something to write on or do they go to the village office?
Like Reply 11h
- Stephanie Wiles** ***
Toni Fountain each place should have a bucket and paper for you to vote for whichever you think is best
Like Reply 11h
- Pamela Adams Sikkema** ***
Toni Fountain we have a bucket at the office for voting.
Like Reply 11h

Most Relevant is selected, so some replies may have been filtered out.

Reply to Toni Fountain...

⚠️ You're commenting as Christopher Tapper.

- Betti Jo Loveland** ***
Like Reply 2d

Write a comment...



Van Buren Conservation District

October 2022 Program Update

Submitted by Emily Hickmott, Deputy Administrator

The District has hired a new Conservation Technician, Gabriel “Gabe” Francisco with a Natural Resource Conservation Service (NRCS) match grant to help support Farm Bill programs. The new fiscal year for Farm Bill programs has started, and a new round of applications will be available soon. Additionally, after the harvest season has wrapped, winter can be a good time for farmers and growers to connect with our MAEAP Technician about how the MAEAP program can benefit their farm. District employees are transitioning to more in-office hours and are available to continue to support your natural resource concerns. Contact us to see how we can help!

Program Updates:

- **Administrator** (*Kim Sinclair*) – We have completed our outdoor activities for the year. We escaped the really bad weather for our final recycling collection. We are all busy wrapping up the fiscal year with our annual reports. Additionally grant reports are due this month for 11 grants. The annual calendar is in process and the Food Farm and Fun Guide drafts have all been started. We also got the furniture we ordered in the spring. It was a few days of moving and organizing, but we now have three additional fully functioning working spaces!
- **Ag Conservation/Water Quality Projects** (*Erin Fuller, Colleen Forestieri, Carlie Southland*) – The Van Buren Conservation District held a farm field day on September 7, 2022 at Kolberg Family Farms. Over 75 people attended to learn about using nutrients efficiently on the farm. Conservation Technician Colleen Forestieri also led a tour of an existing cover crop planting. To cap off the day, attendees watched an aerial cover crop planting demonstration.
- **SWxSW Corner CISMA (Cooperative Invasive Species Management Area)** (*Abbie Bristol, Alex Florian, Justin Palthe*) – As the field season begins to wrap up, the Strike Team has taken advantage of any good-weather days to treat Phragmites and Japanese knotweed on land conservancy, private, and easement properties. Reporting and grant-writing has begun in preparation for 2023 and beyond, so partners have been contacted to touch base and brainstorm project options. Partnerships were built and strengthened this month during large partner and education events.
- **Education & Water Quality** (*Carlie Southland*) – Conservation Associate, Carlie Southland, is continuing to water sample at a local farm. She is also working on farmer contracts for aerial fly-ons including creating and filling in the contracts, check request forms, cover letters, and BMP forms.
- **Michigan Agriculture Environmental Assurance Program (MAEAP)** (*Kyle Mead*) – In September Kyle assisted with a VBCD Field Day at the Kolberg farm as well as reverified a Paw Paw farmer. Later in the month, Kyle put the finishing touches on the Agriculture Tour for the Liberty Hyde Bailey Museum that will take place on October 1st and Verified a Christmas Tree farmer that he had been working with for close to 15 years. This particular farm had setbacks with tough years and hold ups with working with different organizations. Both the farm operator and Kyle were very excited to finally see the Verification through.
- **National Association of Conservation Districts Technical Assistance** (*Lucas Hartman*) – NACD-funded staff help to obligate nine contracts for the Environmental Quality Incentives Program



Van Buren Conservation District

October 2022 Program Update

Submitted by Emily Hickmott, Deputy Administrator

(EQIP). The planned practices for these contracts include forest management plans, cover cropping, precision nutrient management, forest stand improvement, brush management, and tree plantings.

- **Natural Resource Conservation Service Technical Assistance** (*Gabe Francisco*) – Gabe is excited to be joining the Van Buren Conservation District as the new Conservation Technician! For training this month, he has been focusing directly on learning the job as best he can. Part of his training has included learning how to assess a farm and lend support by shadowing AnnMarie Chavez of the Allegan NRCS office as she assessed the technician's personal farm.
- **Outreach** (*Jacob Diljak*) – Outreach had a busy month with events and projects. Significant public outreach was made at the Lawrence Farmers Market, the Kal-Haven Trail Clean Up, and Fall Field Day. Several projects are underway: 2023 VBCD Calendar; 2022 Annual Report; 2023 Tree Sale; and the 2023 Food, Farm & Fun Guide.
- **Resource Recovery Recycling** (*Kalli Marshall*) – September was welcomed with open arms. We finished our last two Passenger Tire Equivalent and Electronic collections for fiscal year 22. Between both our collections at Bangor and Village of Lawton, the VBCD diverted 2,393 passenger tire equivalents and lots of electronics. We have also continued preparing for the 2023 collection season by designing advertisements and working on 2023 EGLE Scrap Tire Grant.



OCTOBER 2022 VAN BUREN COUNTY BOARD OF COMMISSION MONTHLY ACTIVITY

Administration Address
219 E Paw Paw Street - Suite 201, Paw Paw, MI 49079
Website: www.vanburencountymi.gov

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

HIGHLIGHTS

1. **Broadband** – DCS Technology has been contracted on a month-to-month basis for broadband project management. They are working with Market Van Buren to seek out and apply for grants to fund broadband installation. The DCS Technology Broadband Mapping Report can be found on the County website: <https://www.vanburencountymi.gov/749/Broadband-Expansion-Efforts>.
2. **Ryan Post Named County Administrator** – Interviews for County Administrator were held on October 17, the contract was signed on October 25th, officially naming Ryan Post as County Administrator; removing the title of Interim County Administrator that he has held since May 24, 2022.
3. **Commercial Property Assessed Clean Energy Program (C-PACE)** – the Board has taken the first steps to developing a PACE program in Van Buren County. (More information in Additional Details on page 2 – item 1.)
4. **Road Commissioner Appointment** – Van Buren County Board of Commissioners interviewed candidates for the Road Commissioner vacancy and have appointed Wayne Nelson.
5. **Daily Recovery Zone Funding** – the Board approved the request for funding to the Daily Recovery Zone in the amount of \$25,160.00. Daily Recovery Zone provides services for those in need of support with substance-abuse disorders including peer support meetings, community service opportunities, GED tutoring, job search and application assistance, and family orientated events.
6. **Apportionment Report** – The 2022 Apportionment Report was reviewed and approved.
7. **Land Management Rebranding to GIS** - To streamline and modernize our Geographic Information Systems (GIS) services within the organization and across the community, the Department will be renamed the GIS Department. The County is seeking to fill the new position of GIS Director. This is in line with current trends at our neighboring Counties and other municipalities.
8. **Claims** – Claims in the amount of \$4,612,800.20 were approved for the month of September 2022.
9. **Holiday Lighting Decorations** – The Board approved the addition of new Holiday Lighting on county property areas as selected by Buildings & Grounds Director, John Small.
10. **Candlelight Vigil** - The Use of County Property was approved for the DVC to hold a candlelight vigil in the park on 10/20/2022 in honor of victims lost over the year to domestic violence.

ADDITIONAL DETAILS

1. Establishing a county wide PACE program in accordance with Public Act 270 of 2010 will have the effect of economic development and enhanced environmental sustainability by allowing the use of PACE for private and not for profit owners of commercial, industrial, and certain multi-unit residential property to install energy efficient/renewable energy improvements. The PACE mechanism allows the owner to access funding that is secured by a special assessment on the property benefiting from the defined energy efficient improvements. The special assessment runs with the property, not the owner, making it a low-risk investment for the commercial lender.
2. The Board authorized the County Treasurer to Invest County Funds in GovMIC, an investment pool allowable under Public Act 20.
3. The following grants / funds were approved:
 - Brownfield Redevelopment Authority were granted approval to apply for the Federal EPA Grant.
 - Land Bank Authority were granted approval to apply for the Michigan State Land Bank Authority's RFP 2023-001.
 - The 2022 Emergency Management Performance Grant was signed.
 - The Fiscal Year 2023 OCC Budget.
 - County Child Care Fund Budget Summary FY 23.
4. The Snow Removal Bids for the 22-23 snow season were approved.
5. The MSU Extension Annual Agreement was signed.
6. The FY23 Net Cost Agreement for Substance Abuse Disorder Services with SWMBH was signed.
7. A Letter of Understanding for a wage exception was signed for a promoted FOC employee.
8. The Board approved the purchase of a Traffic Radar Sign for the Sheriff's Office.

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

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

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

Board meeting agendas and minutes: <https://www.vanburencountymi.gov/129/Agendas-Minutes>