

VILLAGE OF DECATUR COUNCIL REGULAR MEETING AGENDA

Tuesday,
September 6,
2022



VILLAGE OF DECATUR
REGULAR COUNCIL MEETING
Tuesday, September 6, 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 September 6, 2022.

5A.2 - Approval of the Regular Meeting Minutes from August 1, 2022.

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

6. COMMUNICATIONS TO THE COUNCIL – PRESENTATIONS & GUEST

6A.1 – Letter of commendation from Decatur Police Department

6A.2 – Matt Holland, Gabridge & Company – FY 22 Audit Report and subsequently approve the audit report for fiscal year 2022

7. PUBLIC HEARING

7A.1 – Request to hold a public hearing to receive public comments on the Special Assessment Roll for Fire Protection and Quick Response, and subsequently adopt Resolution 2022-007

8. UNFINISHED BUSINESS

8A.1 – Request to approve Agreement between Owner and Engineer for USDA Eligibility Approval for Drink Water & Wastewater

9. NEW BUSINESS

9A.1 – Request to adopt Resolution 2022-008 authorizing the Village Council to serve as ZBA

9A.2 – Request to set meeting date for Zoning Board of Appeals

9A.3 – Request to approve Consultant of Record Services

9A.4 – Request to approve Ad-Hoc Committee to review draft Village of Decatur Employee Handbook

9A.5 – Request to approve Decatur Public Schools Homecoming Parade request

9A.6 – Request to approve RFP for fall 2022 tree removal

9A.7 – Request to review Village Manager Evaluation

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.
-

Village of Decatur
Village Council Regular Meeting Minutes

Monday August 1, 2022, at 7:00 P.M
Village Hall, 114 N. Phelps Street
Decatur, MI 49045

I. President Pro Tem Jackson 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, Trustee Mead Jr (excused), Trustee Pelfrey, Trustee Verran, and President Elwaer (excused) in attendance. Also in attendance Village Manager, Christopher Tapper (excused), Village Clerk/Treasurer, Megan Duncan, Chief of Police Thomas VanDerWoude, and Decatur Public Works Forman James Ebeling (excused).

III. **Public Comments**

- a. Kande Hawks expressed concerns with the garage that was built on Pine Street.
- b. Blaine Rex explained his want for signs to be constructed at the Village limits signs to honor Edgar Bergan.

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

- a. Trustee Verran made a motion with support from Trustee Pelfrey to approve the amended agenda for August 1, 2022, along with approval of meeting minutes from July 5, 2022, and accounts payable ending July 31, 2022, in the amount of \$193,557.76, motion carried 5-0.

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

VI. **Unfinished Business**

VII. **New Business – Request to approve Village President appointments to Parks & Recreation Committee**

- a. Trustee Benson made a motion with the support from Trustee Verran to approve the Village President appointments to Parks & Recreation committee, motion carried 5-0.

VIII. New Business – Request to approve Village President appointments to Planning Commission

- a. Trustee Pelfrey made a motion with the support from Trustee Benson, to approve the Village Presidents appointments to Planning Commission, motion carried 5-0.

IX. New Business - Request to adopt Resolution 2022-006 Traffic Control Orders

- a. Trustee Verran made a motion with support from Trustee Benson to adopt amended Resolution 2022-006 Traffic Control Orders. Roll Call vote, Trustee Benson, Trustee Gunther, Trustee Pelfrey, Trustee Verran, and President Pro Tem Jackson, all voting yes, motion carried 5-0.

X. New Business – Request to approve Intergovernmental agreement-Van Buren County Road Commission

- a. Trustee Gunther made a motion with the support from Trustee Verran to approve the Intergovernmental agreement-Van Buren County Road Commission, motion carried 5-0.

XI. New Business – Request to approve bid for Village Sidewalk Improvements

- a. Trustee Pelfrey made a motion with the support from Trustee Benson to approve the bid for Village sidewalk improvements, motion carried 5-0.

XII. New Business – Request to approve proposal from McKenna & Associates

- a. Trustee Verran made a motion with the support from Trustee Gunther to approve the proposal from McKenna & Associates, motion carried 5-0.

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.
- b. Chief of Police VanDerWoude provided information on Midwest Fest being a success with minimal issues.
- c. Chief of Police VanDerWoude informed Council on the Police Department's attendance to Active Violence/ Active Shooter Training.
- d. Chief of Police VanDerWoude gave updates on Officer Frank and his attendance in addition to the Active Shooter Training. Chief VanDerWoude also wanted to remind Council that Dominic Pawlowski will be starting the Police Academy at the end of August.

XIV. Public Comments

- a. Blain Rex expressed his concerns about the Village's partnership with HomeServe Company that provides additional insurance that the residents can participate in.

XV. Council Comments & Additional Public Comments

- a. Trustee Benson and Trustee Verran wanted to thank all of the departments for their continuous efforts on making sure the Village and its residents are taken care of.

XVI. Adjournment

- a. Trustee Pelfrey made a motion with the support from Trustee Verran to adjourn the meeting at 7:27 P.M., motion carried 5-0. 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: September 6, 2022

SUBJECT: Accounts Payable – Payroll – August 2022

Action Requested:

It is requested that the Village Council approve Accounts Payable and Payroll for period ending August 31, 2022, in the amount of \$184,177.29.

Background:

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

Attachments:

Accounts Payable and Payroll

Check Date	Vendor Name	Check #	Amount Paid	Description
8/1/2022	BENSON, JANICE	29434	108.50	PAYROLL
8/1/2022	ELWAER, ALI M	29435	167.00	PAYROLL
8/1/2022	GUNTHER, KIM M	29436	108.50	PAYROLL
8/1/2022	MEAD JR, ROBERT H	29437	108.50	PAYROLL
8/1/2022	PELFREY, JESSICA L	29438	108.50	PAYROLL
8/1/2022	VERRAN, MICHAEL D	29439	108.50	PAYROLL
08/02/2022	INTERNAL REVENUE SERVICE,	EFT911	260.84	PAYROLL
8/2/2022	STATE OF MICHIGAN,	EFT912	40.15	PAYROLL
8/5/2022	AMERICAN ELECTRIC POWER	GEN 963(E)	2,117.69	ELECTRICAL SERVICES
8/5/2022	THE CURCIO LAW FIRM	GEN 29452	475.50	PROFESSIONAL ATTORNEY SERVICES
8/5/2022	UNUM	GEN 960(E)	800.29	SHORT/LONG/AD&D/LIFE INSURANCE PREMIUM
8/5/2022	VERIZON WIRELESS	GEN 961(E)	269.14	CELL PHONE SERVICES
8/5/2022	CONSUMERS ENERGY	GEN 962(E)	92.18	HEATING SERVICES
8/5/2022	CORPORATE WAREHOUSE SUPPLY	GEN 29443	519.85	TONER FOR PRINTER
8/5/2022	ROSE PEST SOLUTIONS	GEN 29451	125.00	PEST CONTROL MAINTENANCE
8/5/2022	REPUBLIC SERVICES	GEN 29450	1,002.66	GARBAGE SERVICES
8/5/2022	J.C. AND SONS INC.	GEN 29446	800.00	TREE REMOVAL - 100 CHAMPION
8/5/2022	LAW OFFICE OF CRYSTAL MORGAN, PLLC	GEN 29448	235.96	PROFESSIONAL ATTORNEY SERVICES FOR BLIGHT
8/5/2022	PJ PRINTING	GEN 29449	53.00	BUSINESS CARDS FOR OFFICER FRANK
8/5/2022	HYDROCORP, INC	GEN 29445	342.50	CROSS CONNECTION PROGRAM
8/5/2022	KALAMAZOO VALLEY COM. COL	GEN 29447	8,300.00	TUITION FOR POLICE ACADEMY D. BUSH
8/5/2022	CIVICPLUS	GEN 29442	2,109.06	MUNICODE CONTRACT FOR ORDINANCES
8/5/2022	AMERICAN ELECTRIC POWER	GEN 959(E)	1,691.56	ELECTRICAL SERVICES
8/5/2022	HONOR CREDIT UNION	GEN 29444	722.42	CREDIT CARD CHARGES
8/8/2022	BLUE CARE NETWORK,	29454	9,127.76	PAYROLL
8/8/2022	DELTA DENTAL,	29455	470.39	PAYROLL
8/8/2022	INTERNAL REVENUE SERVICE,	EFT913	5,744.01	PAYROLL
8/8/2022	MISDU,	29457	54.48	PAYROLL
8/8/2022	MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM,	EFT914	2,934.42	PAYROLL
8/8/2022	STATE OF MICHIGAN,	EFT915	855.61	PAYROLL
8/9/2022	AVERY, EVELYN M	DD266	892.40	PAYROLL
8/9/2022	BOITNOTT, PATRICK A	DD262	1,415.28	PAYROLL
8/9/2022	DAHLQUIST, THOMAS L	DD258	3,000.98	PAYROLL
8/9/2022	DRISCOLL, DAVID J	DD263	1,549.00	PAYROLL
8/9/2022	DUNCAN, MEGAN M	DD257	1,616.20	PAYROLL
8/9/2022	EBELING, JAMES S	DD264	2,565.00	PAYROLL
8/9/2022	FRANK, ZACKERY A	DD259	1,885.12	PAYROLL
8/9/2022	MYERS, GORDY J	29453	1,546.00	PAYROLL
8/9/2022	PENTLAND, SHANTEL M	DD267	1,020.00	PAYROLL
8/9/2022	RIGG, THEODORE A	DD260	2,423.71	PAYROLL
8/9/2022	SHROYER, TIMOTHY J	DD265	1,925.00	PAYROLL
8/9/2022	TAPPER, CHRISTOPHER C	DD256	2,500.00	PAYROLL

8/9/2022	VANDERWOUDE, THOMAS C	DD261	2,800.00	PAYROLL
8/16/2022	AVERY, EVELYN M	29458	185.28	PAYROLL
8/19/2022	DALE MOEN	GEN 29475	50.00	WINDOW CLEANING AT VILLAGE HALL
8/19/2022	DECATUR REPUBLICAN	GEN 29466	70.00	RENEWAL OF NEWSPAPER FOR VH AND PD
8/19/2022	SIEGFRIED, CRANDALL	GEN 29485	1,030.00	PROFESSIONAL CPA SERVICES
8/19/2022	BRONSON HEALTHCARE GROUP	GEN 29461	80.00	SCREENING FOR CDL'S
8/19/2022	BLOOMINGDALE COMMUNICATIONS	GEN 29460	575.86	VOIP AND INTERNET SERVICES
8/19/2022	REPUBLIC SERVICES	GEN 29482	10,351.56	GARBAGE SERVICES
8/19/2022	GABRDIGE & COMPANY, PLC	GEN 29469	4,500.00	PROFESSIONAL SERVICES (AUDIT)
8/19/2022	MISSION COMMUNICATIONS LLC	GEN 29474	1,042.20	RENEWAL SERVICES FOR WATER TOWER AND LIFT STATIONS
8/19/2022	QUADIENT LEASING USA, INC	GEN 29480	1,266.30	UTILITY BILLING FOR JUNE AND JULY
8/19/2022	WIGHTMAN & ASSOCIATES	GEN 29488	12,983.34	PRAIRIE RONDE IMPROVEMENTS
8/19/2022	FERGUSON WATERWORKS #3386	GEN 29468	235.00	SUPPLY PARTS FOR WATER MAINTENANCE
8/19/2022	NYE UNIFORM COMPANY	GEN 29476	1,148.07	VEST FOR OFFICER FRANK
8/19/2022	RIGG, TED	GEN 29483	16.10	REIMBURSEMENT FOR POSTAGE
8/19/2022	SAFEBUILT LLC	GEN 29484	2,810.00	BUILDING PERMITS AND RENTAL INSPECTIONS
8/19/2022	HAHN ENTERPRISE	GEN 29470	14,680.00	SIDEWALKS FOR CHAMPION AND JOHN STREETS
8/19/2022	J.C. AND SONS INC.	GEN 29471	2,600.00	EMERGENCY REMOVAL OF TREE LIMB ON PINE
8/19/2022	STATE OF MICHIGAN	GEN 29486	18,079.57	MDOT CONSTRUCTION ON PRAIRIE RONDE
8/19/2022	RATHCO SAFETY SUPPLY	GEN 29481	234.40	STOP SIGNS FOR TRAFFIC CONTROL
8/19/2022	DECATUR DO IT CENTER	GEN 29463	120.09	SUPPLIES FOR PD AND DPW
8/19/2022	KROGEL'S AUTO SERVICE	GEN 29472	300.02	TWO REPLACEMENT TIRE ON ZERO TURN
8/19/2022	PAW PAW LABORATORY	GEN 29478	150.00	TESTING OF DRINKING WATER
8/19/2022	WYCKOFF HYBRIDS	GEN 29489	87.25	GRASS SEED FOR SIDEWALKS
8/19/2022	DECATUR LUMBER COMPANY	GEN 29464	563.63	SUPPLIES AND MAINTENANCE PARKS FOR DPW
8/19/2022	PARRETT COMPANY	GEN 29477	176.85	PRINTING SERVICES FOR VILLAGE HALL AND PD
8/19/2022	INVOICE CLOUD	GEN 964(E)	150.50	INVOICE PRESENTMENT FOR PAPERLESS CUSTOMERS
8/19/2022	DICKINSON WRIGHT PLLC	GEN 29467	833.00	PROFESSIONAL ATTORNEY SERVICES FOR HANDBOOK
8/19/2022	ABONMARCHE CONSULTANTS INC	GEN 29459	842.50	FACILITIES ASSESSMENT: DESIGN PROGRAM
8/19/2022	DECATUR PLBM. & HEATING	GEN 29465	51.39	SUPPLY PARTS FOR WATER MAINTENANCE
8/19/2022	MICHIANA FENCE	GEN 29473	865.00	FENCE REPAIRS AT RED WOOLFE PARK
8/19/2022	PJ PRINTING	GEN 29479	520.00	ADDRESSED ENVELOPES FOR VILLAGE HALL
8/19/2022	THOMPSON LYNN & CHERYL	GEN 29487	48.59	UTILITY REFUND
8/19/2022	CIVICPLUS	GEN 29462	64.49	FINANCE FOR OVER DUE INVOICE
8/22/2022	BLUE CARE NETWORK,	29491	962.59	PAYROLL
8/22/2022	DELTA DENTAL,	29492	49.07	PAYROLL
8/22/2022	FOPLC,	29495	111.00	PAYROLL
8/22/2022	INTERNAL REVENUE SERVICE,	EFT916	5,927.89	PAYROLL
8/22/2022	MISDU,	29494	54.48	PAYROLL
8/22/2022	MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM,	EFT917	2,957.64	PAYROLL
8/22/2022	STATE OF MICHIGAN,	EFT918	856.16	PAYROLL
8/23/2022	BOITNOTT, PATRICK A	DD274	1,400.02	PAYROLL
8/23/2022	DAHLQUIST, THOMAS L	DD270	2,759.83	PAYROLL

8/23/2022	DRISCOLL, DAVID J	DD275	1,470.00	PAYROLL
8/23/2022	DUNCAN, MEGAN M	DD269	1,228.41	PAYROLL
8/23/2022	EBELING, JAMES S	DD276	2,715.00	PAYROLL
8/23/2022	FRANK, ZACKERY A	DD271	1,885.12	PAYROLL
8/23/2022	MYERS, GORDY J	29490	1,470.00	PAYROLL
8/23/2022	PENTLAND, SHANTEL M	DD278	980.00	PAYROLL
8/23/2022	RIGG, THEODORE A	DD272	3,868.64	PAYROLL
8/23/2022	SHROYER, TIMOTHY J	DD277	1,600.00	PAYROLL
8/23/2022	TAPPER, CHRISTOPHER C	DD268	2,500.00	PAYROLL
8/23/2022	VANDERWOUDE, THOMAS C	DD273	2,800.00	PAYROLL
8/26/2022	THE CLOTHES BASKET	GEN 29502	212.50	UNIFORM DRY CLEANING FOR PD
8/26/2022	VAN BUREN CO SHERIFF DEPT	GEN 29504	80.02	PD VERIZON MODEM AIRCARD
8/26/2022	DECATUR ONE STOP	GEN 29499	941.39	GASOLINE FOR PATROL CARS
8/26/2022	UNUM	GEN 965(E)	724.94	CORRECTING JULY INVOICE (INCORRECT AMOUNT ENTERED)
8/26/2022	VAN METER & ASSOCIATES INC	GEN 29503	170.00	TRAINING CLASS FOR SGT RIGG
8/26/2022	PRI MAR PETROLEUM INC	GEN 29500	4,447.97	GASOLINE AND DIESEL FOR DPW
8/26/2022	TAPPER LLC	GEN 29501	189.00	WINCH OUT OF THE FIRE TRUCK AT FIREWORKS
8/26/2022	THOMPSON, CHERYL	GEN 29505	78.43	UTILITY REFUND
8/26/2022	RICHMOND, DANIAL	GEN 29506	33.54	UTILITY REFUND
		TOTAL:	184,177.29	



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

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

DATE: September 6, 2022

SUBJECT: Request to receive a presentation from Gabridge & Company, Village of Decatur audit report for FY 22 and subsequently approve the audit report

Action Requested:

It is requested that the Village Council receive a presentation from Gabridge & Company, Village of Decatur audit report for FY 22 and subsequently approve the audit report.

Background:

The Village of Decatur's fiscal year calendar is March – February. Some financial highlights include; The assets of the Village exceeded its liabilities at the close of the most recent fiscal year by \$8,946,721 (net position). Of this amount, \$2,531,361 represents unrestricted net position, which may be used to meet the government's ongoing obligations to citizens and creditors. During the year, the Village received \$2,464,659 in revenues and incurred \$2,025,400 in expenses, resulting in an increase in net position of \$439,259. At the close of the current fiscal year, the Village's governmental funds reported combined fund balances of \$1,992,323, an increase of \$301,239 in comparison with the prior year. Approximately 36.7% of this amount, or \$731,662, is available for spending at the government's discretion (unassigned fund balance). At the end of the current fiscal year, the unassigned fund balance for the general fund was \$731,662, or approximately 81.7% of total general fund expenditures. As noted earlier, net position over time may serve as a useful indicator of a government's financial position. In the case of the Village, assets exceeded liabilities by \$8,946,721 at the close of the most recent fiscal year.

The largest portion of the Village's net position (\$5,140,462 or 57.5%) reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure). The Village uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. An additional portion of the Village's net position (\$1,274,898, or 14.2%) represents resources that are subject to external restrictions on how they may be used.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

As of February 28, 2022, the Village's governmental funds reported combined fund balances of \$1,992,323, an increase of \$301,239 in comparison with the restated balances from the prior year. Approximately 36.7% of this amount (\$731,662) constitutes unassigned fund balance, which is available for spending at the government's discretion. The remainder of the fund balance is restricted to indicate that it is: restricted for particular purposes \$1,260,661, or 63.3%.

Attachments:

FY22-Audit Report



**VILLAGE OF DECATUR
VAN BUREN COUNTY, MICHIGAN**

**ANNUAL FINANCIAL REPORT
YEAR ENDED FEBRUARY 28, 2022**

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Village President and Members of the Village Council
Village of Decatur
Decatur, Michigan

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Decatur (the "Village") as of and for the year ended February 28, 2022, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village, as of February 28, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that

includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining and individual nonmajor fund financial statements, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

A handwritten signature in dark ink that reads "Gabridge & Company". The script is cursive and fluid, with the ampersand being a simple loop.

Gabridge & Company, PLC
Grand Rapids, Michigan
August 2, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

Village of Decatur
Management's Discussion and Analysis
February 28, 2022

As management of the Village of Decatur, Michigan (The "Village" or "government") we offer readers of the Village's financial statements this narrative overview and analysis of the financial activities of the Village for the fiscal year ended February 28, 2022. We encourage readers to consider the information presented here in conjunction with the financial statements.

Financial Highlights

- The assets of the Village exceeded its liabilities at the close of the most recent fiscal year by \$8,946,721 (net position). Of this amount, \$2,531,361 represents unrestricted net position, which may be used to meet the government's ongoing obligations to citizens and creditors.
- During the year, the Village received \$2,464,659 in revenues and incurred \$2,025,400 in expenses, resulting in an increase in net position of \$439,259.
- At the close of the current fiscal year, the Village's governmental funds reported combined fund balances of \$1,992,323, an increase of \$301,239 in comparison with the prior year. Approximately 36.7% of this amount, or \$731,662, is available for spending at the government's discretion (*unassigned fund balance*).
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$731,662, or approximately 81.7% of total general fund expenditures.

Overview of the Financial Statements

The discussion and analysis provided here is intended to serve as an introduction to the Village's basic financial statements. The Village's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the Village's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all of the Village's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating.

The *statement of activities* presents information showing how the Village's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying

event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., depreciation of capital assets and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include general government, public safety, streets, and recreation and culture. The business-type activities of the Village include water, sewer, and waste removal services.

The government-wide financial statements include not only the Village itself (known as the primary government), but also a legally separate Downtown Development Authority (the “DDA”) for which the Village is financially accountable (see Note 1 in the financial statement footnotes for more information). Financial information for the DDA is reported separately from the financial information presented for the primary government itself.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Village can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing a government’s near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Village maintains several individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, the major street fund, the local street fund, ARPA, and the streets fund; all four of which are considered to be major funds. Data from the home rehabilitation and drug forfeiture funds are presented as separate columns as they are considered nonmajor funds.

The Village adopts an annual appropriated budget for the general fund and each special revenue fund. A budgetary comparison schedule for the general fund and each major special revenue fund has been provided to demonstrate compliance with these budgets.

Proprietary Funds. The Village maintains two types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The Village uses enterprises funds to account for its water, sewer, and waste removal operations. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the Village's various functions.

The Village uses internal service funds to account for motor pool fund costs and allocating the cost to the funds that are using the resources. Because this service predominantly benefits governmental rather than business-type functions, it has been included within the governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water, sewer, and waste removal operations, which are all reported as enterprise funds. The internal service fund data is presented as governmental activities within the proprietary fund financial statements.

Notes to the Financial Statements. The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the Village's budgetary comparison schedules.

This report also presents *other supplementary information* which includes the combining and individual fund financial statements for the nonmajor governmental funds and the DDA. The combining statements are presented immediately following the required supplementary information on budgets.

Government-wide Overall Financial Analysis

As noted earlier, net position over time may serve as a useful indicator of a government's financial position. In the case of the Village, assets exceeded liabilities by \$8,946,721 at the close of the most recent fiscal year.

Statement of Net Position	Governmental Activities		Business-type Activities		Total Primary Government	
	2022	2021	2022	2021	2022	2021
ASSETS						
<i>Current Assets</i>						
Cash	\$ 1,541,447	\$ 1,358,244	\$ 951,316	\$ 895,197	\$ 2,492,763	\$ 2,253,441
Investments	724,942	718,479	519,434	514,803	1,244,376	1,233,282
Receivables, Net	55,313	64,186	68,542	55,350	123,855	119,536
Due from Other Governments	193,917	58,093	-	-	193,917	58,093
Total Current Assets	2,515,619	2,199,002	1,539,292	1,465,350	4,054,911	3,664,352
<i>Noncurrent Assets</i>						
Capital Assets, net	3,204,510	2,964,169	1,935,952	2,024,571	5,140,462	4,988,740
Total Assets	5,720,129	5,163,171	3,475,244	3,489,921	9,195,373	8,653,092
LIABILITIES						
Accounts Payable	25,392	19,025	29,586	13,659	54,978	32,684
Accrued Liabilities	8,389	13,785	3,934	5,764	12,323	19,549
Unearned Revenue	114,869	25,116	-	-	114,869	25,116
Customer Deposits	-	-	32,490	32,222	32,490	32,222
Compensated Absences	26,186	23,787	7,806	12,272	33,992	36,059
Internal Balances	-	(77)	-	77	-	-
Total Liabilities	174,836	81,636	73,816	63,994	248,652	145,630
NET POSITION						
Investment in Capital Assets	3,204,510	2,964,169	1,935,952	2,024,571	5,140,462	4,988,740
Restricted	1,274,898	1,053,166	-	-	1,274,898	1,053,166
Unrestricted	1,065,885	1,064,200	1,465,476	1,401,356	2,531,361	2,465,556
Total Net Position	\$ 5,545,293	\$ 5,081,535	\$ 3,401,428	\$ 3,425,927	\$ 8,946,721	\$ 8,507,462

The largest portion of the Village's net position (\$5,140,462 or 57.5%) reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure). The Village uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending.

An additional portion of the Village's net position (\$1,274,898, or 14.2%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of \$2,531,361, or 28.3%, is unrestricted and may be used to meet the government's ongoing obligations to its citizens and creditors.

Cash and Investments increased by \$250,416 due to America Rescue Plan Act funds received but not yet spent, along with positive operating results, Receivables increased due to increased state funding. Unearned revenue also increased due to the previously mentioned ARPA funds not being spent, therefore not earned.

Governmental Activities. Governmental activities increased the Village's net position by \$463,758, compared to an increase of \$66,196 during the prior year. Significant events leading to this change are highlighted as follows:

- Taxes increased by \$178,373 due to increase taxable values and receiving fund from the state for Marijuana dispensaries.
- Capital Grants increased by \$319,172 due to MDOT funding for street work.

Business-type Activities. Business-type activities decreased the Village's net position by \$24,499. Overall expenses increased by \$5,324.

Significant events impacting revenues and expenses of the business-type activities during the year include:

- Charges for services increased due to increased rates and usage, while the operating grant in the prior year was a one-time event, leading to total revenue increase \$35,177.

Statement of Activities	Governmental Activities		Business-type Activities		Total Government	
	2022	2021	2022	2021	2022	2021
Revenue						
Program Revenues						
Charges for Services	\$ 112,415	\$ 93,712	\$ 660,499	\$ 581,873	\$ 772,914	\$ 675,585
Operating Grants and Contributions	324,397	327,655	-	42,768	324,397	370,423
Capital Grants and Contributions	320,766	1,594	-	-	320,766	1,594
Total Program Revenues	757,578	422,961	660,499	624,641	1,418,077	1,047,602
General Revenues						
Property Taxes	800,483	622,110	-	-	800,483	622,110
Intergovernmental	234,256	201,060	-	-	234,256	201,060
Interest Income	6,408	6,927	5,435	6,116	11,843	13,043
Local Unit Contributions	-	2,500	-	-	-	2,500
Total General Revenues	1,041,147	832,597	5,435	6,116	1,046,582	838,713
Total Revenues	1,798,725	1,255,558	665,934	630,757	2,464,659	1,886,315
Expenses						
General Government	193,480	189,291	-	-	193,480	189,291
Public Safety	532,412	483,905	-	-	532,412	483,905
Public Works	535,688	458,434	-	-	535,688	458,434
Community and Economic Development	1,965	-	-	-	1,965	-
Recreation and Culture	71,422	57,732	-	-	71,422	57,732
Water, Sewer, and Garbage Operations	-	-	690,433	685,109	690,433	685,109
Total Expenses	1,334,967	1,189,362	690,433	685,109	2,025,400	1,874,471
Change in Net Position	463,758	66,196	(24,499)	(54,352)	439,259	11,844
Net Position at the Beginning of Period	5,081,535	5,015,339	3,425,927	3,480,279	8,507,462	8,495,618
Net Position at the End of Period	\$ 5,545,293	\$ 5,081,535	\$ 3,401,428	\$ 3,425,927	\$ 8,946,721	\$ 8,507,462

Financial Analysis of Governmental Funds

As noted earlier, the Village uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the Village's *governmental funds* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Village's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they

represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the Village itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the Village's Council.

As of February 28, 2022, the Village's governmental funds reported combined fund balances of \$1,992,323, an increase of \$301,239 in comparison with the restated balances from the prior year. Approximately 36.7% of this amount (\$731,662) constitutes *unassigned fund balance*, which is available for spending at the government's discretion. The remainder of the fund balance is *restricted* to indicate that it is: restricted for particular purposes \$1,260,661, or 63.3%.

The general fund is the chief operating fund of the Village. At the end of the current fiscal year, unassigned fund balance of the general fund was \$731,662. As a measure of the general fund's liquidity, it may be useful to compare unassigned fund balance to total general fund expenditures and transfers out. Unassigned fund balance represents approximately 81.7% of total general fund expenditures.

The fund balance of the Village's general fund increased by \$80,855 during the current fiscal year. This increase is due to increased public works and safety expenditures being offset by increased tax revenue and intergovernmental revenue.

The major streets fund, a major fund, had a \$86,583 increase in fund balance during the current fiscal year which put the overall fund balance at \$697,306. This increase is due to less expenditures in the current year than prior.

The local streets fund, a major fund, had a \$63,700 increase in fund balance during the current fiscal year which put the overall fund balance at \$184,510. This increase is due to increased transfers from the street fund along with lower expenditures.

The streets fund, a major fund, had a \$61,034 decrease in fund balance during the current fiscal year which put the overall fund balance at \$241,021.

The ARPA fund, a major fund, had an increase of \$20 for a total fund balance of \$20, due to interest earned on ARPA funds that have not been spent.

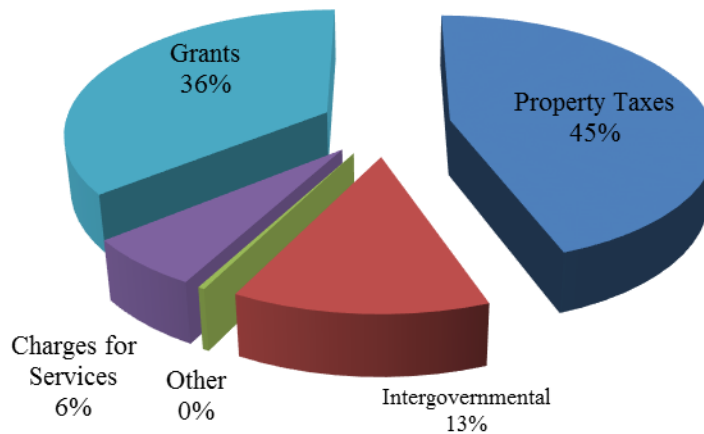
Proprietary Funds. The Village's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position at the end of the year for proprietary funds was \$1,465,476. The total decrease in net position for proprietary funds was \$24,499. A summary of the changes in proprietary funds net position can be found in the business-type activities paragraph found earlier in this report.

Governmental Activities

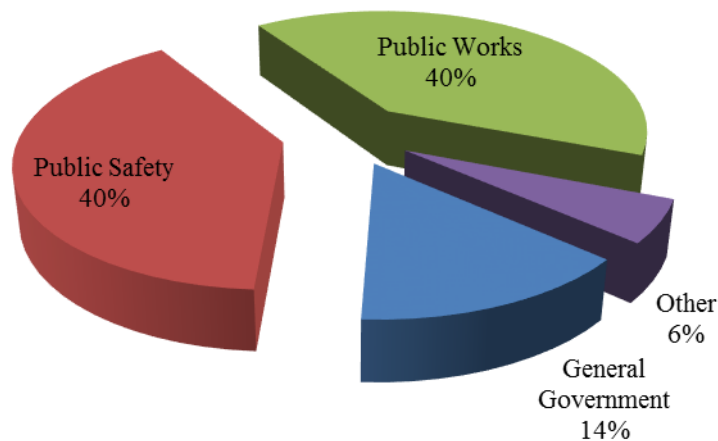
The following chart summarizes the revenue sources for the governmental activities of the Village for the most recent fiscal year end.

Governmental Activities Revenues



The following chart summarizes the expenses for the governmental activities of the Village for the most recent fiscal year end.

Governmental Activities Expenses



General Fund Budgetary Highlights

Original budget compared to final budget. The budget amendments to adjust revenues and expenditures in the final budget were all relatively minor, except for an adjustment to police department due to increased operating costs.

Final budget compared to actual results. The Village had the following the exceptions in the fiscal year February 28, 2022 budget:

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
General Fund			
Village Council	\$ 24,360	\$ 39,683	\$ (15,323)
Manager	57,236	62,654	(5,418)
Attorney	8,000	17,531	(9,531)
Inspections	31,300	31,891	(591)
Public Works	107,700	113,784	(6,084)
Planning and Zonning	-	1,965	(1,965)
Recreation and Culture	62,250	62,728	(478)

Capital Assets

The Village's investment in capital assets for its governmental and business-type activities as of February 28, 2022 amounts to \$5,140,462 (net of accumulated depreciation). This investment in capital assets includes land, buildings, machinery, equipment, vehicles, and infrastructure.

More detailed information about the Village's capital assets can be found in Note 4.

Economic Condition and Outlook

Management estimates that comparable revenues will be available for appropriation in the general fund in the upcoming year. The Village continues to review all budget line items for opportunities to reduce expenditures when possible. The budget will be monitored during the year to identify any necessary amendments. In 2023, the Village plans again to use current revenues to provide essential services and to maintain the Village's financial reserves at similar levels. Property tax revenues are expected to change minimally reflecting fairly stable property values. Additionally, management and the Village Council are currently working to determine the significance that the COVID-19 Pandemic will have on the Village's upcoming revenues and expenditures.

Contacting the Village

This financial report is designed to provide a general overview of the Village's finances to its citizens, customers, investors, and creditors and to demonstrate the Village's accountability for the resources it receives. Questions regarding any information provided in this report or requests for additional financial information should be addressed to:

The Village of Decatur
114 N. Phelps St.
Decatur, MI 49045

BASIC FINANCIAL STATEMENTS

Village of Decatur
Statement of Net Position
February 28, 2022

	Primary Government			
	Governmental Activities	Business-type Activities	Total	Component Units
ASSETS				
<i>Current Assets</i>				
Cash	\$ 1,541,447	\$ 951,316	\$ 2,492,763	\$ 48,876
Investments	724,942	519,434	1,244,376	--
Taxes Receivable	53,513	--	53,513	1,372
Receivables	1,800	68,542	70,342	--
Due from Other Governments	193,917	--	193,917	--
Total Current Assets	2,515,619	1,539,292	4,054,911	50,248
<i>Noncurrent Assets</i>				
Capital Assets not being Depreciated	15,826	99,935	115,761	--
Capital Assets being Depreciated	3,188,684	1,836,017	5,024,701	57,470
Total Assets	5,720,129	3,475,244	9,195,373	107,718
LIABILITIES				
Accounts Payable	25,392	29,586	54,978	1,790
Accrued Liabilities	8,389	3,934	12,323	--
Unearned Revenue	114,869	--	114,869	--
Customer Deposits	--	32,490	32,490	--
Compensated Absences	26,186	7,806	33,992	--
Total Liabilities	174,836	73,816	248,652	1,790
NET POSITION				
Investment in Capital Assets	3,204,510	1,935,952	5,140,462	57,470
<i>Restricted for:</i>				
Streets	1,137,074	--	1,137,074	--
Home Rehabilitation	114,752	--	114,752	--
Public Safety	1,383	--	1,383	--
Vehicle Inspections	21,669	--	21,669	--
ARPA	20	--	20	--
<i>Unrestricted</i>	1,065,885	1,465,476	2,531,361	48,458
Total Net Position	\$ 5,545,293	\$ 3,401,428	\$ 8,946,721	\$ 105,928

The Notes to the Financial Statements are an integral part of these Financial Statements

Village of Decatur
Statement of Activities
For the Year Ended February 28, 2022

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue			Component Units
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government			
					Governmental Activities	Business-type Activities	Total	
Governmental Activities:								
General Government	\$ 193,480	\$ 58,411	\$ 16,092	\$ --	\$ (118,977)	\$ --	\$ (118,977)	\$ --
Public Safety	532,412	31,412	625	--	(500,375)	--	(500,375)	--
Public Works	535,688	22,592	307,680	320,766	115,350	--	115,350	--
Community and Economic Development	1,965	--	--	--	(1,965)	--	(1,965)	--
Recreation and Culture	71,422	--	--	--	(71,422)	--	(71,422)	--
General Government	193,480	58,411	16,092	--	(118,977)	--	(118,977)	--
Total Governmental Activities	1,334,967	112,415	324,397	320,766	(577,389)	--	(577,389)	--
Business-type Activities:								
Water	298,592	313,085	--	--	--	14,493	14,493	--
Sewer	267,054	230,175	--	--	--	(36,879)	(36,879)	--
Garbage	124,787	117,239	--	--	--	(7,548)	(7,548)	--
Total Business-type Activities	690,433	660,499	--	--	--	(29,934)	(29,934)	--
Total Primary Government	\$ 2,025,400	\$ 772,914	\$ 324,397	\$ 320,766	(577,389)	(29,934)	(607,323)	--
Component Units								
DDA	\$ 15,559	\$ --	\$ --	\$ 4,888	--	--	--	(10,671)
Total Component Units	\$ 15,559	\$ --	\$ --	\$ 4,888	--	--	--	(10,671)
General Purpose Revenues:								
Intergovernmental					234,256	--	234,256	--
Interest					6,408	5,435	11,843	22
Taxes					800,483	--	800,483	14,106
Total General Revenues and Transfers					1,041,147	5,435	1,046,582	14,128
Change in Net Position					463,758	(24,499)	439,259	3,457
<i>Net Position at Beginning of Period</i>					<i>5,081,535</i>	<i>3,425,927</i>	<i>8,507,462</i>	<i>102,471</i>
Net Position at End of Period					\$ 5,545,293	\$ 3,401,428	\$ 8,946,721	\$ 105,928

The Notes to the Financial Statements are an integral part of these Financial Statements

**Village of Decatur
Balance Sheet
Governmental Funds
February 28, 2022**

	Special Revenue					Other Governmental Funds	Total Governmental Funds
	General	Major Streets	Local Streets	Streets	ARPA		
ASSETS							
Cash	\$ 449,478	\$ 358,245	\$ 69,239	\$ 241,021	\$ 91,028	\$ 116,135	\$ 1,325,146
Investments	205,508	308,262	102,754	--	--	--	616,524
Taxes Receivable	39,276	--	--	14,237	--	--	53,513
Receivables	1,800	--	--	--	--	--	1,800
Due from Other Governments	148,069	31,853	13,995	--	--	--	193,917
<i>Total Assets</i>	\$ 844,131	\$ 698,360	\$ 185,988	\$ 255,258	\$ 91,028	\$ 116,135	\$ 2,190,900
LIABILITIES							
Accounts Payable	\$ 20,803	\$ 546	\$ 579	\$ --	\$ --	\$ --	\$ 21,928
Accrued Liabilities	6,860	508	899	--	--	--	8,267
Unearned Revenue	23,861	--	--	--	91,008	--	114,869
<i>Total Liabilities</i>	51,524	1,054	1,478	--	91,008	--	145,064
DEFERRED INFLOWS OF RESOURCES							
Unavailable Revenues	39,276	--	--	14,237	--	--	53,513
<i>Total Liabilities and Deferred Inflows of Resources</i>	90,800	1,054	1,478	14,237	91,008	--	198,577
FUND BALANCE							
Restricted	21,669	697,306	184,510	241,021	20	116,135	1,260,661
Unassigned	731,662	--	--	--	--	--	731,662
<i>Total Fund Balance</i>	753,331	697,306	184,510	241,021	20	116,135	1,992,323
<i>Total Liabilities, Deferred Inflows of Resources and Fund Balance</i>	\$ 844,131	\$ 698,360	\$ 185,988	\$ 255,258	\$ 91,028	\$ 116,135	\$ 2,190,900

The Notes to the Financial Statements are an integral part of these Financial Statements

Village of Decatur
Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position
February 28, 2022

Total Fund Balance - Governmental Funds	\$ 1,992,323
Net Position of internal service funds that are treated as proprietary in the fund level statements are treated as governmental in the entity-wide statements	884,216
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. This balance represents the cost of capital assets (\$4,688,437) less accumulated depreciation (\$2,047,010).	2,641,427
Long-term receivables are not available to pay for current period expenditures and, therefore, are deferred in the funds.	53,513
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds balance sheet. Long-term liabilities at year-end consist of compensated absences.	(26,186)
Total Net Position - Governmental Activities	\$ <u>5,545,293</u>

Village of Decatur
Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Year Ended February 28, 2022

	Special Revenue					Other	Total
	General	Major Streets	Local Streets	Streets	ARPA	Governmental Funds	Governmental Funds
Revenues							
Taxes	\$ 625,229	\$ --	\$ --	\$ 185,927	\$ --	\$ --	\$ 811,156
Licenses and Permits	36,380	--	--	--	--	--	36,380
Intergovernmental	253,580	189,936	82,879	--	--	--	526,395
Local Unit Contributions	--	--	25,242	--	--	--	25,242
Charges for Services	17,711	--	--	--	--	--	17,711
Fines and Forfeitures	385	--	--	--	--	--	385
Interest and Rents	10,813	2,932	935	107	20	1,607	16,414
Other Revenue	32,357	--	--	--	--	--	32,357
Total Revenues	976,455	192,868	109,056	186,034	20	1,607	1,466,040
Expenditures							
General Government	187,151	--	--	--	--	220	187,371
Public Safety	529,972	--	--	--	--	--	529,972
Public Works	113,784	106,285	170,356	--	--	--	390,425
Community and Economic Development	1,965	--	--	--	--	--	1,965
Recreation and Culture	62,728	--	--	--	--	--	62,728
Total Expenditures	895,600	106,285	170,356	--	--	220	1,172,461
Excess of Revenues Over (Under) Expenditures	80,855	86,583	(61,300)	186,034	20	1,387	293,579
Other Financing Sources (Uses)							
Transfers In	7,660	--	125,000	--	--	--	132,660
Transfers Out	--	--	--	(125,000)	--	--	(125,000)
Net Other Financing Sources (Uses)	7,660	--	125,000	(125,000)	--	--	7,660
Net Change in Fund Balance	88,515	86,583	63,700	61,034	20	1,387	301,239
<i>Fund Balance at Beginning of Period</i>	<i>664,816</i>	<i>610,723</i>	<i>120,810</i>	<i>179,987</i>	<i>--</i>	<i>114,748</i>	<i>1,691,084</i>
Fund Balance at End of Period	\$ 753,331	\$ 697,306	\$ 184,510	\$ 241,021	\$ 20	\$ 116,135	\$ 1,992,323

The Notes to the Financial Statements are an integral part of these Financial Statements

Village of Decatur
Reconciliation of Governmental Funds Statement of Revenues, Expenditures, and
Changes in Fund Balance with Statement of Activities
For the Year Ended February 28, 2022

Total Net Change in Fund Balances - Governmental Funds	\$ 301,239
Changes in net position of internal service funds that are treated as enterprise fund changes in net position in the fund level statements are treated as governmental fund changes in net position in the entity-wide statements	16,024
Capital outlays are reported as expenditures in governmental funds. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives as depreciation expense. This amount represents capital outlay (\$335,111) less depreciation expense (\$175,544).	159,567
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	(10,673)
Some items reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This amount represents the change in compensated absences during the year.	(2,399)
Changes in Net Position - Governmental Activities	\$ <u>463,758</u>

The Notes to the Financial Statements are an integral part of these Financial Statements

Village of Decatur
Statement of Net Position
Proprietary Funds
February 28, 2022

	Business-type Activities - Enterprise Funds				Governmental Activities Internal Service Funds
	Water	Sewer	Garbage	Total Enterprise Funds	
ASSETS					
<i>Current Assets</i>					
Cash	\$ 451,881	\$ 498,381	\$ 1,054	\$ 951,316	\$ 216,301
Investments	205,508	313,926	--	519,434	108,418
Receivables	29,360	25,325	13,857	68,542	--
Total Current Assets	686,749	837,632	14,911	1,539,292	324,719
<i>Noncurrent Assets</i>					
Capital Assets not being Depreciated	20,246	79,689	--	99,935	--
Capital Assets being Depreciated	747,911	1,088,106	--	1,836,017	563,083
Total Assets	1,454,906	2,005,427	14,911	3,475,244	887,802
LIABILITIES					
<i>Current Liabilities</i>					
Accounts Payable	13,628	5,919	10,039	29,586	3,464
Accrued Liabilities	1,745	2,189	--	3,934	122
Customer Deposits	31,759	491	240	32,490	--
Compensated Absences	3,903	3,903	--	7,806	--
Total Liabilities	51,035	12,502	10,279	73,816	3,586
NET POSITION					
Investment in Capital Assets	768,157	1,167,795	--	1,935,952	563,083
<i>Unrestricted</i>	635,714	825,130	4,632	1,465,476	321,133
Total Net Position	\$ 1,403,871	\$ 1,992,925	\$ 4,632	\$ 3,401,428	\$ 884,216

The Notes to the Financial Statements are an integral part of these Financial Statements

Village of Decatur
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended February 28, 2022

	Business-type Activities - Enterprise Funds				Governmental Activities
	Water	Sewer	Garbage	Total Enterprise Funds	Internal Service Funds
Operating Revenues					
Charges for Services	\$ 313,085	\$ 230,175	\$ 117,239	\$ 660,499	\$ 146,996
Total Operating Revenues	313,085	230,175	117,239	660,499	146,996
Operating Expenses					
Personnel Services	126,223	121,664	--	247,887	5,587
Supplies	13,918	28,122	--	42,040	--
Other Services and Charges	91,839	29,086	124,787	245,712	24,162
Repairs and Maintenance	13,424	28,087	--	41,511	33,416
Depreciation	53,188	60,095	--	113,283	61,239
Total Operating Expenses	298,592	267,054	124,787	690,433	124,404
Operating Income (Loss)	14,493	(36,879)	(7,548)	(29,934)	22,592
Non-Operating Revenues (Expenses)					
Interest	2,383	3,049	3	5,435	1,092
Net Non-Operating Revenues (Expenses)	2,383	3,049	3	5,435	1,092
Income Before Contributions and Transfers	16,876	(33,830)	(7,545)	(24,499)	23,684
Transfers In	--	--	--	--	--
Transfers Out	--	--	--	--	(7,660)
Change In Net Position	16,876	(33,830)	(7,545)	(24,499)	16,024
<i>Net Position at Beginning of Period</i>	<i>1,386,995</i>	<i>2,026,755</i>	<i>12,177</i>	<i>3,425,927</i>	<i>868,192</i>
Net Position at End of Period	\$ 1,403,871	\$ 1,992,925	\$ 4,632	\$ 3,401,428	\$ 884,216

The Notes to the Financial Statements are an integral part of these Financial Statements

Village of Decatur
Statement of Cash Flows
Proprietary Funds
For the Year Ended February 28, 2022

	Business-type Activities - Enterprise Funds				Governmental Activities Internal Service Fund
	Water	Sewer	Nonmajor Garbage	Total Enterprise Funds	
Cash Flows from Operating Activities					
Cash Received from Charges for Services	\$ 305,719	\$ 226,212	\$ 115,376	\$ 647,307	\$ 146,996
Cash Payments to Employees for Services and Fringe Benefits	(128,456)	(123,897)	-	(252,353)	(5,567)
Cash Payments to Suppliers for Goods and Services	(108,817)	(82,324)	(123,757)	(314,898)	(55,236)
Net Cash Provided (Used) by Operating Activities	68,446	19,991	(8,381)	80,056	86,193
Cash Flows from Non-capital Financing Activities					
Receipt (Payment) of Internal Balances	(79)	2	-	(77)	(4,497)
Net Cash Provided by Non-capital Financing Activities	(79)	2	-	(77)	(4,497)
Cash Flows from Capital and Related Financing Activities					
Purchase of Capital Assets	(24,664)	-	-	(24,664)	(142,013)
Net Cash Provided (Used) by Capital and Related Financing Activities	(24,664)	-	-	(24,664)	(142,013)
Cash Flows from Investing Activities					
Interest Revenue	551	250	3	804	125
Net Cash Provided by Investing Activities	551	250	3	804	125
Net Increase (Decrease) in Cash and Equivalents	44,254	20,243	(8,378)	56,119	(60,192)
<i>Cash and Equivalents - Beginning of Year</i>	<i>407,627</i>	<i>478,138</i>	<i>9,432</i>	<i>895,197</i>	<i>276,493</i>
<i>Cash and Equivalents - End of Year</i>	<i>\$ 451,881</i>	<i>\$ 498,381</i>	<i>\$ 1,054</i>	<i>\$ 951,316</i>	<i>\$ 216,301</i>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Operating Income	\$ 14,493	\$ (36,879)	\$ (7,548)	\$ (29,934)	\$ 22,592
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Depreciation	53,188	60,095	-	113,283	61,239
Changes in Assets and Liabilities					
Receivables	(7,366)	(3,963)	(1,863)	(13,192)	-
Accounts Payable	11,043	3,929	955	15,927	2,342
Accrued Liabilities	(1,087)	(743)	-	(1,830)	20
Customer Deposits	408	(215)	75	268	-
Compensated Absences	(2,233)	(2,233)	-	(4,466)	-
Net Cash Provided (Used) by Operating Activities	\$ 68,446	\$ 19,991	\$ (8,381)	\$ 80,056	\$ 86,193

The Notes to the Financial Statements are an integral part of these Financial Statements

NOTES TO THE FINANCIAL STATEMENTS

Village of Decatur

Notes to the Financial Statements

Note 1 - Summary of Significant Accounting Policies

The Village of Decatur (the “Village” or “government”) is located in Van Buren County, Michigan and has a population of approximately 1,819. The Village operates with a Village President/Council form of government and provides services to its residents in many areas including general government, law enforcement, highways and streets, human services, and utilities services.

The Village Council is made up of the Village President, President Pro-tem, Clerk, Treasurer, and five trustees who are selected at large for overlapping four-year terms.

The financial statements of the Village have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) as applied to Village governments. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The Village’s more significant accounting policies are described below.

Reporting Entity

As required by accounting principles generally accepted in the United States of America, these financial statements present the financial activities of the Village of Decatur (primary government) and its component unit. The discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the Village.

Discretely Presented Component Unit

The component unit column in the financial statements includes the financial data of the Village’s component unit (Downtown Development Authority). The governing body of the Downtown Development Authority is appointed by the Village Council and the Authority’s budget is subject to the approval of the Village Council.

Jointly Governed Organizations

The Village also participates in the following activities which are considered to be jointly governed organizations in relation to the Village due to there being no ongoing financial interest or responsibility: Under Public Act 33 of 1951, the Village of Decatur, in conjunction with the Township of Decatur and the Township of Hamilton, created the Decatur-Hamilton Fire District and the Decatur-Hamilton Emergency Response District (the “Districts”). The Districts’ board is composed of two (2) members appointed by each of the three municipalities. The Village has no financial responsibility to the Districts.

Village of Decatur

Notes to the Financial Statements

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period or within one year for expenditure-driven grants. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service and compensated absences expenditures are recorded only when payment is due.

Property taxes, state revenue sharing, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All

Village of Decatur

Notes to the Financial Statements

other revenue items are considered to be measurable and available only when cash is received by the Village.

The Village of Decatur reports the following major governmental funds:

The ***general fund*** is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The ***major street fund*** accounts for the maintenance and improvement activities for streets designated as "major" within the Village. Funding is primarily through state sources.

The ***local street fund*** accounts for the maintenance and improvement activities for streets designated as "local" within the Village. Funding is primarily through state sources.

The ***streets fund*** accounts for the maintenance and improvement activities for streets not designated within the Village. Funding is primarily through state sources.

The ARPA ***fund*** accounts for the revenue and related expenditures from the American Rescue Plan Act funds. Funding is through federal grants.

The Village reports the following major proprietary funds:

The ***sewer fund*** accounts for the activities of the Village's sewage collection system.

The ***water fund*** accounts for the activities of the Village's water distribution system.

The Village also reports an internal service fund to account for the management of equipment provide to various departments on a cost-reimbursement basis.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the Village's water and sewer function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds are charges for services. Operating expenses for the enterprise funds include depreciation on capital assets, labor, supplies and contracted services. All revenues and expenses are not meeting this definition are reported as non-operating revenues and expenses.

Village of Decatur

Notes to the Financial Statements

Assets, Liabilities, and Net Position or Equity

Cash and Investments

The Village's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Investments consist of certificates of deposit with original maturities of greater than 90 days. All investments are stated market value in accordance with GASB Statement 72, *Fair Value Measurement and Application*.

State statutes and Village policy authorize the Village to invest in:

- Bonds, securities, other obligations, and repurchase agreements of the United States, or an agency or instrumentality of the United States.
- Certificates of deposit, savings accounts, deposit accounts or depository receipts of a qualified financial institution.
- Commercial paper rated at the time of purchase within the two highest classifications established by not less than two standard rating services and that matures not more than 270 days after the date of purchase.
- Bankers' acceptances of United States banks.
- Obligations of the State of Michigan and its political subdivisions, that, at the time of purchase are rated as investment grade by at least one standard rating service.
- Mutual funds registered under the Investment Company Act of 1940 with the authority to purchase only investment vehicles that are legal for direct investment by a public corporation.
- External investment pools as authorized by Public Act 20 as amended through December 31, 1997.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year and all other outstanding balances between funds are referred to as "due to/from other funds" (i.e., the current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Village of Decatur

Notes to the Financial Statements

All trade and property tax receivables are shown net of an allowance for uncollectibles, as applicable. All amounts deemed to be uncollectible are charged against the allowance for doubtful accounts in the period that determination is made. No amounts have been deemed uncollectable.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental columns in the government-wide financial statements. Capital assets are defined by the government as assets with an estimated useful life in excess of one year and an initial individual cost of more than \$1,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following useful lives:

	<u>Years</u>
Sewer and Water Systems	50
Equipment and Vehicles	3 - 20
Buildings and Improvements	10 - 50

Compensated Absences

Under terms of Village policies, eligible employees are granted vacation, sick, and compensatory time in varying amounts based on length of service. Vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for this amount is reported in governmental funds only if it has maturity, for example, as a result of employee resignations and retirements. All of the compensated absences balances are considered current.

Unearned Revenues

The government-wide statement of net position and governmental fund balance sheet both report unearned revenues for resources that have been received but not yet earned.

Village of Decatur

Notes to the Financial Statements

Deferred Inflows of Resources

In addition to assets and liabilities, the statement of financial position or balance sheet will, when applicable, report separate sections for deferred inflows of resources. *Deferred inflows of resources*, a separate financial statement element, represents an acquisition of net position or fund balance, respectively, that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

The Village reports deferred inflows of resources in the modified accrual basis of accounting. The Village reports unavailable revenues from property taxes. These amounts are deferred and recognized as an inflow of resources in the period to which they become available for use.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied.

It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. Governmental funds report *nonspendable fund balance* for amounts that cannot be spent because they are either: a) not in spendable form or b) legally or contractually required to be maintained intact. *Restricted fund balance* is reported when externally imposed constraints are placed on the use of resources by grantors, contributors, or laws or regulations of other governments. The government itself can

Village of Decatur

Notes to the Financial Statements

establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The *committed fund balance* classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Village Council is the highest level of decision-making authority for the government that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

Amounts in the *assigned fund balance* classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Village Council may assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Unassigned fund balance is the residual classification for the Village's general fund and includes all spendable amounts not contained in the other classifications and is therefore available to be spent as determined by the Village Council.

Property Taxes

The Village bills and collects its own property taxes. The Village's property tax revenue recognition policy and related tax calendar disclosures are highlighted in the following paragraph.

Property taxes are levied by the Village on July 1 and are payable without penalty through September 15. All real property taxes not paid to the Village by September 15 are turned over to the Van Buren County Treasurer for collection and are considered delinquent. The Van Buren County Treasurer remits payments to the Village on any delinquent real property taxes. Delinquent personal property taxes are retained by the Village for subsequent collection. Village property tax revenues are recognized as revenues in the fiscal year levied.

The Village is permitted to levy taxes up to 12.5 mills (\$12.50 per \$1,000 of assessed valuation) for general governmental services. For the year ended February 28, 2022, the Village levied 11.4338 mills for general governmental services, 4.5733 mills for street construction and maintenance, and 1.8290 mills for the DDA Act. The total taxable value for the 2021 levy for property within the Village was \$36,380,120.

Use of Estimates

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions regarding certain types of assets,

Village of Decatur

Notes to the Financial Statements

liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Note 2 - Budgets, Budgetary Accounting, and Budgetary Compliance

Budgetary Information

The general and major special revenue funds budgets shown in the required supplementary information to the financial statements were prepared on a basis consistent with the modified accrual basis used to reflect actual results. The Village employs the following procedures in establishing the budgetary data reflected in the financial statements.

- a. Prior to March 1, the Village Council prepares the proposed operating budgets for the fiscal year commencing April 1. The operating budget includes proposed expenditures and resources to finance them.
- b. A Public Hearing is conducted to obtain taxpayers' comments.
- c. Prior to March 1, the budgets are legally adopted with passage by Council vote.
- d. The budgets are legally adopted at the activity level for the general fund and the total fund level for the special revenue funds; however, they are maintained at the account level for control purposes.
- e. After the budgets are adopted, all transfers of budgeted amounts between accounts within a fund or activity or any revisions that alter the total expenditures of a fund or activity must be approved by the Village Council.
- f. The Village does not employ encumbrance accounting as an extension of formal budgetary integration in the governmental funds. Appropriations unused at the end of February are not carried forward to the following fiscal year.
- g. Budgeted amounts are reported as originally adopted or as amended by the Village Council during the year. The individual budgets and amendments were appropriately approved by the Village Council in accordance with required procedures.

Village of Decatur

Notes to the Financial Statements

Budgetary Compliance

The Village had one expenditure in excess of the amount appropriated during the year ended February 28, 2022:

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
General Fund			
Village Council	\$ 24,360	\$ 39,683	\$ (15,323)
Manager	57,236	62,654	(5,418)
Attorney	8,000	17,531	(9,531)
Inspections	31,300	31,891	(591)
Public Works	107,700	113,784	(6,084)
Planning and Zonning	-	1,965	(1,965)
Recreation and Culture	62,250	62,728	(478)
Major Streets			
Public Works	68,450	106,285	(37,835)

Note 3 - Cash

The Village maintains pooled and individual fund demand deposits, certificates of deposit, and short-term investment accounts.

Following is a reconciliation of deposit balances as of February 28, 2022:

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Primary Government</u>	<u>Component Unit</u>
Statement of Net Position				
Cash	\$ 1,541,447	\$ 951,316	\$ 2,492,763	\$ 48,876
Investments	724,942	519,434	1,244,376	-
Total Deposits and Investments	<u>\$ 2,266,389</u>	<u>\$ 1,470,750</u>	<u>\$ 3,737,139</u>	<u>\$ 48,876</u>
Deposits and Investments				
Checking and Savings Accounts				\$ 2,541,639
Certificates of Deposit				1,244,376
Total				<u>\$ 3,786,015</u>

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that, in the event of a bank failure, the Village's deposits might not be returned. State law does not require, and the Village does not have, a policy for deposit custodial credit risk. As of year-end, \$3,318,528 of the Village's bank balance of \$3,853,686 was exposed to custodial credit risk because it was uninsured and uncollateralized. Due to the dollar amounts of cash deposits and the limits of FDIC insurance, the Village believes it is impractical to insure all bank deposits. As a result, the Village evaluates each

Village of Decatur

Notes to the Financial Statements

financial institution with which it deposits Village funds and assesses the level of risk of each institution; only those institutions with an acceptable estimated risk level are used as depositories.

Interest Rate Risk. Interest rate risk is the risk that the market rate of securities in the portfolio will fall due to changes in market interest rates. State law limits the allowable investments and the maturities of some of the allowable investments as identified in the summary of significant accounting policies. The Village's investment policy does not have specific limits in excess of state law on investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The balance of certificate of deposits, which totaled \$1,244,376, is completely due within one year.

Concentration of Credit Risk. Concentration of credit risk is the risk of loss attributed to the magnitude of the Village's investment in a single issuer. State law limits allowable investments but does not limit concentration of credit risk as identified in the list of authorized investments in the summary of significant accounting policies. The Village's investment policy does not limit investments in a single financial institution of a single security type (with the exception of U.S. treasuries and agencies and authorized pools) to a % of the total investment portfolio.

Note 4 - Capital Assets

Capital asset activity for governmental activities for the year ended February 28, 2022 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Capital Assets not Being Depreciated				
Land	\$ 15,826	\$ -	\$ -	\$ 15,826
Capital Assets Being Depreciated				
Buildings	214,118	-	-	214,118
Land Improvements	393,389	-	-	393,389
Equipment	397,479	2,201	-	399,680
Vehicles	827,340	142,013	-	969,353
Streets	3,533,292	332,910	-	3,866,202
Total Capital Assets Being Depreciated	5,365,618	477,124	-	5,842,742
Less Accumulated Depreciation				
Buildings	145,816	3,959	-	149,775
Land Improvements	247,071	8,694	-	255,765
Equipment	271,199	15,480	-	286,679
Vehicles	419,306	51,565	-	470,871
Streets	1,333,883	157,085	-	1,490,968
Total Accumulated Depreciation	2,417,275	236,783	-	2,654,058
Net Capital Assets - Governmental	\$ 2,964,169	\$ 240,341	\$ -	\$ 3,204,510

Village of Decatur

Notes to the Financial Statements

Capital asset activity for business-type activities for the year ended February 28, 2022 was as follows:

	Ending Balance	Additions	Disposals	Ending Balance
Capital Assets not Being Depreciated				
Land	\$ 99,935	\$ -	\$ -	\$ 99,935
Capital Assets Being Depreciated				
Sewer System	2,584,185	-	-	2,584,185
Water System	1,420,668	-	-	1,420,668
Buildings	939,782	24,664	-	964,446
Equipment	314,816	-	-	314,816
Total Capital Assets Being Depreciated	5,259,451	24,664	-	5,284,115
Less Accumulated Depreciation				
Sewer System	1,745,747	48,189	-	1,793,936
Water System	810,125	30,725	-	840,850
Buildings	551,290	20,208	-	571,498
Equipment	227,653	14,161	-	241,814
Total Accumulated Depreciation	3,334,815	113,283	-	3,448,098
Net Capital Assets - Business-type	\$ 2,024,571	\$ (88,619)	\$ -	\$ 1,935,952

Capital asset activity for component unit activities for the year ended February 28, 2022 was as follows:

	Ending Balance	Additions	Disposals	Ending Balance
Capital Assets not Being Depreciated				
Land	\$ 10,650	\$ -	\$ -	\$ 10,650
Capital Assets Being Depreciated				
Infrastructure	68,125	-	-	68,125
Less Accumulated Depreciation				
Infrastructure	17,898	3,407	-	21,305
Net Capital Assets - Business-type	\$ 60,877	\$ (3,407)	\$ -	\$ 57,470

Village of Decatur

Notes to the Financial Statements

Depreciation expense was charged to functions of the Village as follows:

Governmental Activities

General Government	\$ 5,862
Public Safety	2,489
Public Works	158,499
Recreation and Culture	8,695
Internal Service Fund	61,238
Total Governmental Activities	\$ 236,783

Business-type Activities

Water Fund	\$ 53,188
Sewer Fund	60,095
Total Business-type Activities	\$ 113,283

Note 5 - Interfund Activity

The composition of interfund activity for the year ended February 28, 2022 was as follows:

Transfer In	Transfer Out	Amount
General	Motorpool	\$ 7,660
Streets	Local Roads	125,000

Interfund transfers are used to: 1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them and 2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and 3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Interfund payables and receivables appear as a result of a fund paying for a good or service that at least a portion of the benefit belongs to another fund. Balances at the end of the year are payables and receivables that have not cleared as of the balance sheet date.

Note 6 - Retirement Plan

The Village provides pension benefits for all full-time employees through a Section 457 Plan (a defined contribution plan) which is administered by MERS. The plan was switched from Nationwide to MERS during the fiscal year. In a defined contribution plan, benefits depend solely on amounts contributed to the plan, plus investment earnings. Full-time employees are eligible to participate after 90 days of employment. Employees are not required to contribute to the plan. The Village makes a matching contribution of 150% of employee contributions up to 3% (i.e. 4.5% to

Village of Decatur

Notes to the Financial Statements

employees 3%). The Village and the Plan participants each made contributions in the amount of \$45,210 and \$21,486, respectively, for the year ended February 28, 2022. The Village is not a trustee of the Plan, nor is the Village responsible for investment management of plan assets. Michigan state statute assigns the authority to establish and amend benefit provisions to the Village Council.

Note 7 - Risk Management

The Village is exposed to various risks of loss related to property loss, torts, errors and omissions, and employee injuries (workers' compensation). The risks of loss arising from general liability, property and casualty, and workers' compensation are managed through purchased commercial insurance.

Note 8 - Contingent Liabilities

The Village, in connection with the normal conduct of its affairs, is involved in various claims, judgments, and litigation. As of July 29, 2022, the date that this report was available to be issued, management estimates that the potential claims against the Village, not covered by insurance resulting from such litigation, would not materially affect the financial statements of the Village.

Note 9 - Construction Code Fees

The Village oversees building construction, in accordance with the State's construction code act, including inspection of building construction and renovation ensure compliance with the building codes. The Village charges fees for these services. Beginning January 2000, the law requires that collection of these fees be used only for construction code costs, including an allocation of estimated overhead costs. A summary of construction code act transactions for the year ended February 28, 2022 is as follows:

Surplus (deficit) at February 29, 2021	\$ (59,032)
Construction code revenue	8,959
Related expenditures - Direct costs	<u>(7,174)</u>
Surplus (deficit) at February 28, 2022	<u>\$ (57,247)</u>

Note 10 - Subsequent Events

The Village may be affected by the recent and ongoing outbreak of the Coronavirus (COVID-19) which was declared a pandemic by the World Health Organization in March 2020. COVID-19 has caused significant government and business disruptions through mandated and voluntary closings and stay at home orders. Management and the Village Council is in the process of determining if this outbreak will have a significant financial impact on the Village's financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

Village of Decatur
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Consolidated General Fund
For the Year Ended February 28, 2022

	Budgeted Amounts			Variance Positive (Negative) Final to Actual
	Original	Final	Actual	
Revenues				
Property Taxes	\$ 476,750	\$ 516,750	\$ 625,229	\$ 108,479
Licenses and Permits	27,875	38,946	36,380	(2,566)
State Grants	212,800	235,200	253,580	18,380
Charges for Services	20,300	14,700	15,211	511
Fines and Forfeits	1,550	214	385	171
Interest and Rents	28,324	9,010	10,813	1,803
Other Revenue	53,500	49,580	32,357	(17,223)
Total Revenues	821,099	864,400	973,955	109,555
Other Financing Sources				
Transfers In	10,160	10,160	10,160	--
Total Revenues and Other Financing Sources	831,259	874,560	984,115	109,555
Expenditures				
General Government				
Village Council	18,460	24,360	39,683	(15,323)
Manager	58,667	57,236	62,654	(5,418)
Clerk	39,117	42,400	38,886	3,514
Treasurer	7,835	12,670	10,953	1,717
Building and Grounds	18,650	18,650	17,224	1,426
Attorney	6,150	8,000	17,531	(9,531)
Other General Government	22,360	300	220	80
Total General Government	171,239	163,616	187,151	(23,535)
Public Safety				
Police Department	474,572	508,234	498,081	10,153
Inspections	20,200	31,300	31,891	(591)
Total Public Safety	494,772	539,534	529,972	9,562
Public Works	96,085	107,700	113,784	(6,084)
Community and Economic Development				
Planning and Zoning	--	--	1,965	(1,965)
Recreation and Culture	61,450	62,250	62,728	(478)
Total Expenditures	823,546	873,100	895,600	(22,500)
Excess (Deficiency) of Revenues and Other Sources Over Expenditures	7,713	1,460	88,515	87,055
Net Change in Fund Balance	7,713	1,460	88,515	87,055
Fund Balance at Beginning of Period	664,816	664,816	664,816	--
Fund Balance at End of Period	\$ 672,529	\$ 666,276	\$ 753,331	\$ 87,055

Village of Decatur
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Major Streets
For the Year Ended February 28, 2022

	Budgeted Amounts			Variance Positive (Negative) Final to Actual
	Original	Final	Actual	
Revenues				
State Grants	\$ 170,000	\$ 170,000	\$ 189,936	\$ 19,936
Interest and Rents	2,500	1,300	2,932	1,632
Total Revenues	172,500	171,300	192,868	21,568
Expenditures				
Maintenance	187,850	44,650	66,865	(22,215)
Traffic	3,725	--	7,912	(7,912)
Winter	20,600	10,500	17,706	(7,206)
Administration	13,950	13,300	13,802	(502)
Total Expenditures	226,125	68,450	106,285	(37,835)
Excess (Deficiency) of Revenues Over Expenditures	(53,625)	102,850	86,583	(16,267)
Net Change in Fund Balance	(53,625)	102,850	86,583	(16,267)
Fund Balance at Beginning of Period	610,723	610,723	610,723	--
Fund Balance at End of Period	\$ 557,098	\$ 713,573	\$ 697,306	\$ (16,267)

Village of Decatur
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Local Streets
For the Year Ended February 28, 2022

	Budgeted Amounts			Variance Positive (Negative)
	Original	Final	Actual	Final to Actual
Revenues				
State Grants	\$ 78,000	\$ 70,000	\$ 82,879	\$ 12,879
County Road Millage	29,000	29,000	25,242	(3,758)
Interest and Rents	800	400	935	535
Other Revenue	500	--	--	--
Total Revenues	108,300	99,400	109,056	9,656
Other Financing Sources				
Transfers In	125,000	125,000	125,000	--
Total Revenues and Other Financing Sources	233,300	224,400	234,056	9,656
Expenditures				
Maintenance	143,650	154,500	145,261	9,239
Traffic	3,525	3,200	2,164	1,036
Winter	22,250	6,900	9,129	(2,229)
Administration	13,950	14,100	13,802	298
Total Expenditures	183,375	178,700	170,356	8,344
Excess (Deficiency) of Revenues and Other Sources Over Expenditures	49,925	45,700	63,700	18,000
Net Change in Fund Balance	49,925	45,700	63,700	18,000
Fund Balance at Beginning of Period	120,810	120,810	120,810	--
Fund Balance at End of Period	\$ 170,735	\$ 166,510	\$ 184,510	\$ 18,000

Village of Decatur
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
Streets
For the Year Ended February 28, 2022

	Budgeted Amounts			Variance Positive (Negative) Final to Actual
	Original	Final	Actual	
Revenues				
Property Taxes	\$ 178,000	\$ 170,400	\$ 185,927	\$ 15,527
Interest and Rents	50	200	107	(93)
Total Revenues	178,050	170,600	186,034	15,434
Expenditures				
Total Expenditures	--	--	--	--
Other Financing Uses				
Transfers Out	125,000	125,000	125,000	--
Total Expenditures and Other Financing Uses	125,000	125,000	125,000	--
Excess (Deficiency) of Revenues and Other Sources Over Expenditures and Other Uses	53,050	45,600	61,034	15,434
Net Change in Fund Balance	53,050	45,600	61,034	15,434
Fund Balance at Beginning of Period	179,987	179,987	179,987	--
Fund Balance at End of Period	\$ 233,037	\$ 225,587	\$ 241,021	\$ 15,434

Village of Decatur
Schedule of Revenues, Expenditures, and Changes in Fund Balance-Budget and Actual
ARPA
For the Year Ended February 28, 2022

	Budgeted Amounts			Variance Positive (Negative) Final to Actual
	Original	Final	Actual	
Revenues				
State Grants	\$ --	\$ 90,643	\$ --	\$ (90,643)
Interest and Rents	--	15	20	5
<i>Total Revenues</i>	--	90,658	20	(90,638)
Expenditures				
<i>Total Expenditures</i>	--	--	--	--
<i>Excess (Deficiency) of Revenues</i>				
<i>Over Expenditures</i>	--	90,658	20	(90,638)
<i>Net Change in Fund Balance</i>	--	90,658	20	(90,638)
<i>Fund Balance at Beginning of Period</i>	--	--	--	--
<i>Fund Balance at End of Period</i>	\$ --	\$ 90,658	\$ 20	\$ (90,638)

Other Supplementary Information

**Village of Decatur
Combining Balance Sheet
Nonmajor Governmental Funds
February 28, 2022**

	<u>Special Revenue</u>		<u>Total Nonmajor Governmental Funds</u>
	<u>Home Rehabilitation</u>	<u>Drug Forfeiture</u>	
ASSETS			
Cash	\$ 114,752	\$ 1,383	\$ 116,135
<i>Total Assets</i>	<u>\$ 114,752</u>	<u>\$ 1,383</u>	<u>\$ 116,135</u>
LIABILITIES			
<i>Total Liabilities</i>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
FUND BALANCE			
Restricted	114,752	1,383	116,135
Unassigned	--	--	--
<i>Total Fund Balance</i>	<u>114,752</u>	<u>1,383</u>	<u>116,135</u>
<i>Total Liabilities and Fund Balance</i>	<u>\$ 114,752</u>	<u>\$ 1,383</u>	<u>\$ 116,135</u>

Village of Decatur
Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
Nonmajor Governmental Funds
For the Year Ended February 28, 2022

	<u>Special Revenue</u>		<u>Total Nonmajor Governmental Funds</u>
	<u>Home Rehabilitation</u>	<u>Drug Forfeiture</u>	
Revenues			
Interest and Rents	\$ 1,606	\$ 1	\$ 1,607
<i>Total Revenues</i>	<u>1,606</u>	<u>1</u>	<u>1,607</u>
Expenditures			
General Government	220	--	220
<i>Total Expenditures</i>	<u>220</u>	<u>--</u>	<u>220</u>
<i>Excess of Revenues Over (Under) Expenditures</i>	<u>1,386</u>	<u>1</u>	<u>1,387</u>
<i>Net Change in Fund Balance</i>	1,386	1	1,387
<i>Fund Balance at Beginning of Period</i>	113,366	1,382	114,748
<i>Fund Balance at End of Period</i>	\$ 114,752	\$ 1,383	\$ 116,135

Village of Decatur
DDA Combining Balance Sheet and Statement of Net Position
February 28, 2022

	Downtown Development Authority	Adjustments	Statement of Net Position
ASSETS			
<i>Current Assets</i>			
Cash	\$ 48,876	--	\$ 48,876
Taxes Receivable	1,372	--	1,372
<i>Total Current Assets</i>	50,248	--	50,248
<i>Noncurrent Assets</i>			
Capital Assets not being Depreciated	--	-- [1]	--
Capital Assets being Depreciated	--	57,470 [1]	57,470
<i>Total Assets</i>	\$ 50,248	\$ 57,470	\$ 107,718
LIABILITIES			
<i>Current Liabilities</i>			
Accounts Payable	\$ 1,790	\$ --	\$ 1,790
<i>Total Liabilities</i>	1,790	--	1,790
FUND BALANCE			
Restricted	--	--	--
Unassigned	48,458	--	--
<i>Total Fund Balance</i>	48,458	--	--
<i>Total Fund Balance & Liabilities</i>	\$ 50,248	\$ 57,470	\$ --
NET POSITION			
Investment in Capital Assets		\$ 57,470	\$ 57,470
<i>Restricted for:</i>			
Unrestricted		--	48,458
<i>Total Net Position</i>		\$ 57,470	\$ 105,928

[1] Capital assets used in DDA activities are not financial resources and, therefore, are not reported in the funds.

Village of Decatur
DDA Combining Statement of Revenues, Expenditures, and Changes in Fund Balance and Statement of Activities
For the Year Ended February 28, 2022

	Downtown Development Authority	Adjustments	Statement of Activities
Revenues			
Property Tax Captures	\$ 14,106	\$ -	\$ 14,106
Other Revenue	4,888	--	4,888
Interest	22	-	22
<i>Total Revenues</i>	19,016	-	19,016
Expenditures			
Economic Development	12,152	3,407 [1]	15,559
<i>Total Expenditures</i>	12,152	3,407	15,559
<i>Net Change in Fund Balance / Net Position</i>	6,864	(3,407)	3,457
<i>Fund Balance / Net Position at Beginning of Period</i>	41,594	-	102,471
<i>Fund Balance / Net Position at End of Period</i>	\$ 48,458	\$ (3,407)	\$ 105,928

[1] In the funds capital outlay is recorded as an expenditure in the year paid for, while, in the statement of activities the asset is expensed over its useful life, this amount represents capital outlay in excess of depreciation expense for the year.

August 2, 2022

To the Honorable Village President and Members of the Village Council
Village of Decatur
Decatur, Michigan

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Village of Decatur (the "Village") for the year ended February 28, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 3, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Village are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the Village during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the Village's financial statements was:

Management's estimate of the useful lives of depreciable assets is based on the length of time it is believed that those assets will provide some economic benefit in the future.

We evaluated the key factors and assumptions used to develop the management's estimate of the useful lives of depreciable assets in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated August 2, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Village's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis and the budgetary comparison schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we

obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual nonmajor fund financial statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Village Council and Management of the Village and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in dark ink that reads "Gabridge & Company". The script is cursive and fluid, with the ampersand being particularly stylized.

Gabridge & Company, PLC
Grand Rapids, Michigan



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
DATE: September 6, 2022
REVIEWED BY: N/A

SUBJECT: Request to hold a public hearing regarding Resolution 2022-007 Special Assessment Roll for Decatur-Hamilton Fire Protection & QR

Action Requested:

It is requested that the Village Council hold a public hearing to receive public comments on the Special Assessment Roll for the Decatur-Hamilton Fire Protection and Quick Response, and subsequently adopt Resolution 2022-007.

Background:

The Village Council has duly inspected the proposed assessment roll and considered all comments and proposed amendments thereto and has found the proposed assessment roll, as it may have been amended, to be correct, just and reasonable. The Village Council that said special assessment roll complies with statutory requirements and constitutes a reasonable distribution of a portion of the proposed fire protection costs among the benefited properties within the special assessment district and accordingly, the special assessment roll for fire service and quick response should be approved for levy on the Village tax rolls and shows on the Winter, 2022 tax statement, for the benefit and protection of property within the special assessment district.

The assessment roll submitted by the assessing officer of the Village, as amended, is hereby confirmed as the 2022 Special Assessment Roll for fire and quick response services in the Village of Decatur Special Assessment District incorporating all taxable properties within the Village at 2.0 mills for fire services and 1.5 mills for quick response services and billed on the December 2022 tax bills. The assessments contained in the aforesaid special assessment roll are hereby ordered and directed to be collected by the Village Treasurer, and the Village Clerk shall deliver said special assessment roll to said Treasurer with the Clerk's warrant attached commanding the Treasurer to collect such assessments in accordance with the resolutions of the Village Council and law and statute provided.

Attachments:

Resolution 2022-007

**VILLAGE OF DECATUR
VAN BUREN COUNTY, MICHIGAN**

**RESOLUTION 2022-007 APPROVING SPECIAL ASSESSMENT ROLL
FOR FIRE PROTECTION AND AMBULANCE SERVICES**

WHEREAS, the Village Council of the Village of Decatur, Van Buren County, Michigan, after due and legal notice has conducted a public hearing this date upon a proposed assessment roll prepared by the Assessing Officer of the Village for the purpose of assisting in the defraying of the cost of fire protection and quick response services within the Village; and

WHEREAS, such public hearing was preceded by proper notice in a newspaper of general circulation in the Village and by First Class Mail notice to each property owner of record within the SPECIAL ASSESSMENT DISTRICT which was approved by the voters on August 5, 1986 and does not expire; and

WHEREAS, comments were received from those present at such public hearing concerning the said assessment roll and opportunity was given to all present to comment and/or to be heard on this matter; and

WHEREAS, a record of those present to protest and or written protests submitted at or before the public hearing were made a part of the minutes of the meeting; and

WHEREAS, the Village Council has duly inspected the proposed assessment roll and considered all comments and proposed amendments thereto and has found the proposed assessment roll, as may have been amended, to be correct, just and reasonable; and

WHEREAS, it is the opinion of the Village Council that said special assessment roll complies with statutory requirements and constitutes a reasonable distribution of a portion of the proposed fire protection costs among the benefited properties within the special assessment district and accordingly, the special assessment roll for fire service and quick response should be approved for levy on the Village tax rolls and shows on the Winter, 2022 tax statement, for the benefit and protection of property within the special assessment district.

NOW THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the assessment roll submitted by the assessing officer of the Village, as amended, is hereby confirmed as the 2022 Special Assessment Roll for fire and quick response services in the Village of Decatur Special Assessment District incorporating all taxable

properties within the Village at 2.0 mills for fire services and 1.5 mills for quick response services and billed on the December 2022 tax bills.

2. The amount of special assessments for fire protection and quick response operations for the ensuing fiscal years of the Village shall be determined by the Village Council annually at the regular Village Council meeting in September following a public hearing, which public hearing shall be preceded by notice of such hearing published in a newspaper of general circulation in the Village and by posted notice in accordance with law.
3. That the annual assessment on the taxable value of benefited properties not exempt from such special assessments shall be treated in the same manner as taxes and shall be due and payable as same. If any installment of a special assessment is not paid when due, the installment shall be considered delinquent and there shall be collected a penalty at the rate of 1% for each month, or fraction of month, that the installment remains unpaid before being reported to the Village Council for reassessment upon the tax rolls.
4. The assessments contained in the aforesaid special assessment roll are hereby ordered and directed to be collected by the Village Treasurer, and the Village Clerk shall deliver said special assessment roll to said Treasurer with the Clerk's warrant attached commanding the Treasurer to collect such assessments in accordance with the resolutions of the Village Council and law and statute provided.
5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are in the same are hereby rescinded.

Motion was made by _____, seconded by _____, to adopt the foregoing resolution.

Upon roll call vote the following voted "aye":

The following voted "nay":

The Mayor declared the motion carried out and the Resolution duly adopted.

Village of Decatur

Megan Duncan Clerk/Treasurer
www.decaturmi.org
114 N. Phelps St.
Decatur, MI 49045
269-423-6114

CERTIFICATE

The undersigned, Megan Duncan the appointed Clerk/Treasurer of the Village of Decatur, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Village Council of the Village of Decatur on September 6, 2022, at which meeting a quorum was present; that said meeting was conducted in accordance with the Open Meetings Act of the State of Michigan and the members of said Council voted upon said Resolution as hereinbefore set forth.

Megan Duncan , Clerk

Attest:

Chris Tapper, Village Manager



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

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

DATE: September 6, 2022

SUBJECT: Request to approve agreement between owner and engineer for USDA eligibility approval for Drinking Water & Wastewater projects.

Action Requested:

It is requested that the Village Council approve the agreement between owner and engineer for USDA eligibility approval for Drinking Water & Wastewater projects.

Background:

The Village of Decatur has the following USDA Letter of Conditions, Letter of Intent to Meet Conditions, Requestion for Obligation of Funds (Water & Sewer). Additionally Wightman and Associates, Inc has provided the following information regarding the agreement between owner and engineer for professional services for the project asset improvement project labeled USDA Water & Wastewater case number 7173.

If the owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. If an Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then the Owner shall be entitled, as its sole remedy, to the recovery of direct damage, if any, resulting from such failure.

Attachments:

USDA joint professional agreement

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 09/06/2022 ("Effective Date") between
Village of Decatur ("Owner") and
Wightman and Associates, Inc ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Village Wide Asset Improvement Project ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Professional Engineering and Related Services

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

~~5.02 — *Designing to Construction Cost Limit*~~

- ~~A. — If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

- B. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (~~2013~~ **2018** Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 ~~Design Without Construction Phase Services~~

- ~~A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.~~

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations ~~and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party

and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. **Agency – The Rural Utility Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.

- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. – **NOT USED**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. – **NOT USED**
- J. Exhibit J, Special Provisions. – **NOT USED**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 **Federal Requirements**

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Byrd anti-lobbying amendment (31 U.S.C. 1352)" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Village of Decatur

By: _____

Print name: **Ali Elwaer**

Title: **President**

Date Signed: **09/06/2022**

Engineer:

Wightman and Associates, Inc.

By: _____

Print name: **Mickey E. Bittner, P.E.**

Title: **Principal**

Date Signed: **09/06/2022**

Engineer License or Firm's Certificate No. (if required):

6201047386

State of: **Michigan**

Address for Owner's receipt of notices:

Village of Decatur

114 North Phelps

Decatur, MI 49045

Address for Engineer's receipt of notices:

Wightman and Associates, Inc.

1670 Lincoln Road

Allegan, MI 49010

Designated Representative (Paragraph 8.03.A):

Chris Tapper

Title: **Village Manager**

Phone Number: **269-423-6114**

E-Mail Address: **ctapper@decaturmi.us**

Designated Representative (Paragraph 8.03.A):

Andrew Rudd, P.E.

Title: **Project Engineer**

Phone Number: **269-200-2704**

E-Mail Address: **arudd@gowightman.com**

This is **EXHIBIT A**, consisting of **19** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **09/06/2022**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **NA**
 - b. **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.** ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables: **Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**
 15. Furnish **3** review copies of the Report and any other Study and Report Phase deliverables to Owner within **30** days of the Effective Date and review it with Owner. Within **10** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish **three (3) written** copies and **one (1) electronic copy** of the revised Report and any other Study and Report Phase deliverables to the Owner within **30** days of receipt of Owner's and **Agencies** comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.
- C. **Past agreements between the Owner and Engineer pertaining to preliminary engineering reports, environmental reports, USDA applications, and other related services shall be terminated and replaced with of the above described scope of service.**

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no

such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in the Article.**
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: **Assist legal counsel in obtaining right of way certification and provide administrative assistance of Owner.**
10. Furnish **3** review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within **120** days of authorization to proceed with this phase, and review them with Owner. Within **14** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **3** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **30** days after receipt of Owner's comments.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 - 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 - 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 - 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 - 9. Perform or provide the following other Final Design Phase tasks or deliverables:
The Engineer shall identify the building codes and accessibility standards used in the

design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

10. Furnish for review by Owner, its legal counsel **and Agency**, and other advisors, **3** copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **90** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **14** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit **3** final copies of such documents to Owner within **30** days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or request for proposal or other construction procurement documents), and any other Final Design phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.**
 13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, Bidding Documents, and associated Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of Engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the shop drawings, Change Orders and Partial Payment Estimates are either produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced

with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **1**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.** ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are~~

~~allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Construction Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
 10. **Provide copies of Manufacturers' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding Documents and must be kept in the engineer's project file and on site during construction.**
 11. **Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and on site during construction.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors ~~(except as may be required if Exhibit F is a part of this Agreement).~~

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with

Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate **and chair** in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so,~~ maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of

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general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. **The visits described in Article A1.05.A.9a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
- 10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision

on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineers' project file and on site during construction to ensure compliance with**

American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable.

19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- d. **Receive and review all Manufacturers' Certification Letters for materials required to comply with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction.**

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. (c) **Review Change Proposals to ensure compliance with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement. **(a) Obtain the Contractors' Certification letter and copies of Manufacturers' Certification letters for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Engineer's, Contractors', and Manufacturers' Certification letters to the Owner and a copy of Contractor's Certification letter to the Agency. Provide a list of manufacturers of American Iron and Steel products used in the project and include manufacturer's name and location, and product(s) to the Agency.**
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

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1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
None.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies,

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reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner. (Deleted)~~
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

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27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.** ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: **Provide information regarding design and construction of existing infrastructure, including copies of utility maps, ROW maps, easement maps and descriptions and record drawings.**

B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

- (a) Signing loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American iron and Steel requirements in those documents and in the letter of conditions.**
- (b) Signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledging responsibility for compliance with American iron and Steel requirements.**
- (c) Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.**
- (d) Where the owner provides their own engineering and/or construction services, providing copies of engineers', contractors', and manufacturers' certification letters (as applicable) to the Agency. All certification letters must be kept in the engineer's project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 of RUS Bulletin 1780-35 must be included in the Agreement for Engineering Services.**
- (e) Where the owner directly procures American Iron and Steel products, including American Iron and Steel clauses in the procurement contracts and obtaining manufacturers' certification letters and providing copies to consulting engineers and contractors.**

This is **EXHIBIT C**, consisting of **6** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **09/06/2022**.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$579,290** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$69,500
b. Preliminary Design Phase	\$121,379
c. Final Design Phase	\$121,379
d. Bidding and Negotiating Phase	\$97,103
e. Construction Phase	\$145,654
f. Post-Construction Phase	\$24,276
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **mileage, printing, permit fees, outside consultants, publishing notices, test wells, soil borings and geotechnical reports**.
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during

the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **27** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

COMPENSATION PACKET RPR-2: Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$170,500** based upon full-time RPR services on an ~~eight-hour~~ **ten-hour** workday, Monday through Friday, over a **31 day week** construction schedule.
2. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$ 110 per hour.**

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **April 1st**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner **at no cost.** ~~at cost.~~

COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **April 1st**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner **at no cost.** ~~at cost.~~

Itemized Estimate – Additional Services

Per Section C.2.05 A & B

Construction Staking and Testing:	\$24,275
New Easement Acquisition and Documentation*:	\$14,275
Reimbursable Expenses:	<u>\$10,000</u>
Total Estimated Additional Services:	\$48,550

***Services for "New Easement Acquisition and Documentation" do not include easement coordination or documentation required for service line replacements located outside of the existing road right-of-way.**

This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **09/06/2022**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Outside Consultants	1.1 x cost
Mileage	1.1 x Federal Rate
Travel, Lodging and Misc	1.1 x cost
Postage, UPS, FedEx, Messenger	1.1 x cost
Outside Reproduction	1.1 x cost

In-House Prints / Copies / Plots:

Black & White Prints / Copies

8½ x 11	\$ 0.19/sheet
8½ x 14	\$ 0.19/sheet
11 x 17	\$ 0.19/sheet

Color Prints / Copies

8½ x 11	\$ 0.85/sheet
8½ x 14	\$ 0.85/sheet
11 x 17	\$ 1.25/sheet

B/W Plots

12 x 18	\$ 1.50/sheet
18 x 24	\$ 2.75/sheet
24 x 36	\$ 5.00/sheet
30 x 42+	\$ 7.50/sheet

Color Plots

12 x 18	\$ 9.00/sheet
18 x 24	\$ 18.00/sheet
24 x 36	\$ 30.00/sheet
30 x 42+	\$ 42.00/sheet

This is **Appendix 2 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **09/06/2022**.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$	250.00 /hour
Licensed Staff VI	\$	210.00 /hour
Licensed Staff V	\$	190.00 /hour
Licensed Staff IV	\$	175.00 /hour
Licensed Staff III	\$	155.00 /hour
Licensed Staff II	\$	140.00 /hour
Licensed Staff I	\$	125.00 /hour
Professional Staff V	\$	150.00 /hour
Professional Staff IV	\$	135.00 /hour
Professional Staff III	\$	115.00 /hour
Professional Staff II	\$	100.00 /hour
Professional Staff I	\$	90.00 /hour
Technician VI	\$	120.00 /hour
Technician V	\$	110.00 /hour
Technician IV	\$	100.00 /hour
Technician III	\$	90.00 /hour
Technician II	\$	80.00 /hour
Technician I	\$	70.00 /hour
Administrative	\$	75.00 /hour
3 Person Survey Crew	\$	195.00 /hour
2 Person Survey Crew	\$	160.00 /hour
1 Person Survey Crew	\$	125.00 /hour
3 Person Survey Crew (Construction Staking)	\$	210.00 /hour
2 Person Survey Crew (Construction Staking)	\$	175.00 /hour
1 Person Survey Crew (Construction Staking)	\$	140.00 /hour
Expert Witness/Testimony	\$	400.00 /hour
Drone Pilot/Technician	\$	150.00 /hour
High Definition Laser Scanning Technician	\$	150.00 /hour
High Definition Laser Scanner Fee	\$	150.00 /hour
Aerial Drone Equipment	\$	150.00 /hour

Exhibit C – Appendix 2: Standard Hourly Rates

EJDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT D**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **09/06/2022**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. **Maintain all Manufacturers' Certification letters in the project file and on site during construction to ensure compliance with American Iron and Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable.**

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. ~~Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~ **(Deleted)**
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting **2** of pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **09/06/2022**.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Village Wide Asset Improvement Project

OWNER: Village of Decatur

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: 202091

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Wightman and Associates, Inc

NOTICE DATE:

To: Village of Decatur
Owner

And To: _____
Contractor

From: Wightman and Associates, Inc
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **09/06/2022**.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: **\$1,000,000**
 - 2) Bodily injury by disease, each employee: **\$1,000,000**
 - 3) Bodily injury/disease, aggregate: **\$1,000,000**
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): **\$2,000,000**
 - 2) General Aggregate: **\$4,000,000**
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: **\$5,000,000**
 - 2) General Aggregate: **\$5,000,000**
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made **\$2,000,000**
 - 2) Annual Aggregate **\$2,000,000**
- g. Other (specify): **NA**

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- | | |
|--|----|
| 1) Bodily injury, Each Accident | NA |
| 2) Bodily injury by Disease, Each Employee | NA |
| 3) Bodily injury/Disease, Aggregate | NA |

c. General Liability --

- | | |
|---|-------------|
| 1) General Aggregate: | NA |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$3,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|----|
| 1) Per Occurrence: | NA |
| 2) General Aggregate: | NA |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$3,000,000

f. Other (specify):

NA

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Wightman and Associates, Inc.
Engineer

b. NA
Engineer's Consultant

c. NA
Engineer's Consultant

d. NA
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT H**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **09/06/2022**.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

- A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ***Construction Industry Arbitration rules of the American Arbitration Association in effect on the date the demand for arbitration is made*** ~~rules effective at the Effective Date~~, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.
1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the **USDA Rural Development**. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
 2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than **\$200,000** (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than **\$200,000** (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than **\$200,000** (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.
 3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
 4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
 5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **09/06/2022**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

RUS CERTIFICATION PAGE

PROJECT NAME: Village Wide Asset Improvement Project

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500 (2014). In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

	USDA Drinking Water	USDA Wastewater	Non-Eligible
Basic Services	\$ <u>198,135</u>	\$ <u>314,292</u>	\$ <u>66,863</u>
Resident Project Observation	\$ <u>54,644</u>	\$ <u>93,493</u>	\$ <u>22,363</u>
Additional Services	\$ <u>15,560</u>	\$ <u>26,622</u>	\$ <u>6,368</u>
TOTAL:	\$ <u>268,339</u>	\$ <u>434,407</u>	\$ <u>95,594</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer	Date
Mickey E. Bittner, Principal	

Name and Title

Owner	Date
Ali Elwaer, President	

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative	Date
-----------------------	------

Name and Title

ENGINEER'S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS

PROJECT NAME: **Village Wide Asset Improvement Project**

The final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, comply with all requirements of the U.S. Department of Agriculture, Rural Utilities Service, to the best of my knowledge and professional judgment.

If the Engineers Joint Contract Documents Committee (EJCDC) documents have been used, all modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

Engineer

Date

Andrew Rudd, Project Engineer

Name and Title

ENGINEER'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE
AMERICAN IRON AND STEEL REQUIREMENTS OF SECTION 746 OF TITLE VII OF
THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE,
RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED
AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES
MANDATING DOMESTIC PREFERENCE

DATE:

RE: PROJECT NAME: Village Wide Asset Improvement Project
APPLICANT: Village of Decatur
CONTRACT NUMBER: 202091

I hereby certify that to the best of my knowledge and belief all iron and steel products referenced in the Plans, Specifications, and Bidding Documents for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee. This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge the documents comply.

I hereby commit that to the best of my ability all iron and steel products that will be referenced in the Bid Addenda, Executed Contracts, and Change Orders will comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Wightman and Associates, Inc.

Name of Engineering Firm (PRINT)

By Authorized Representative (SIGNATURE)

Project Engineer

Title

This letter is to be submitted prior to Agency authorization of Advertisement for Bids



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

Wightman and Associates, Inc.

PR/AWARD NUMBER OR PROJECT NAME

Village of Decatur

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Mickey Bittner, P.E.

SIGNATURE(S)

Mickey E. Bittner, P.E.

Mickey E. Bittner

Feb 14 2022 12:51 PM

DATE

02/14/2022

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

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

DATE: September 6, 2022

SUBJECT: Request to adopt Resolution 2022-008 Authorizing the Village Council to serve as the Zoning Board of Appeals

Action Requested:

It is requested that the Village Council adopt Resolution 2022-008 Authorizing the Village Council to serve as the Zoning Board of Appeals

Background:

The Michigan Zoning Enabling Act, Public Act No. 110 of 2006 (the “MZEA”), provides that “[t]he legislative body of a city or village may act as a zoning board of appeals and may establish rules to govern its procedure as a zoning board of appeals.”

Staff has after a thorough review of Village records; the Village Manager has determined that all existing seats on the zoning board of appeals are currently vacant. The Village Council anticipates that it would be difficult to fill the vacant seats with appointed citizen volunteers due to the small size of the community and the demands of ZBA membership.

Attachments:

Resolution 2022-008

**VILLAGE OF DECATUR
VAN BUREN COUNTY, MICHIGAN**

Council Member _____, supported by Council Member _____, moved adoption of the following resolution:

RESOLUTION NO. 2022-008

**RESOLUTION TO AUTHORIZE THE VILLAGE COUNCIL TO SERVE AS THE
ZONING BOARD OF APPEALS**

WHEREAS, the Michigan Zoning Enabling Act, Public Act No. 110 of 2006 (the “MZEA”), provides that “[t]he legislative body of a city or village may act as a zoning board of appeals and may establish rules to govern its procedure as a zoning board of appeals.”

WHEREAS, Section 42-330(b)(1) implements the above-referenced section of the MZEA by providing that “[t]he village council may serve as the zoning board of appeals.”

WHEREAS, after a thorough review of Village records, the Village Manager has determined that all existing seats on the zoning board of appeals are currently vacant.

WHEREAS, the Village Council anticipates that it would be difficult to fill the vacant seats with appointed citizen volunteers due to the small size of the community and the demands of ZBA membership.

WHEREAS, in light of the above, the Village Council wishes to exercise its authority to act as a zoning board of appeals.

Now, it is therefore resolved that:

1. The Village Council is hereby designated to serve as the Zoning Board of Appeals and to carry out all duties assigned to zoning boards of appeals in the MZEA, Public Act No. 110 of 2006 (MCL 125.3101 et seq.).
2. The Village President shall serve as the chairperson of the board.
3. The Village Council may in the future adopt rules to govern its procedures when acting as the Zoning Board of Appeals.
4. In the absence of such rules, the Village Council shall follow the same rules and procedures as it does when conducting its ordinary business.
5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

ABSENT: Council Members _____

CERTIFICATION

As its Clerk, I certify that this is a true and complete copy of a resolution adopted by the Village Council for the Village of Decatur, Van Buren County, Michigan, at a regular meeting held on _____, 2022.

Megan Duncan, Clerk



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Christopher Tapper, Village Manager
DATE: September 6, 2022
REVIEWED BY: N/A

SUBJECT: Request to set meeting date for the Zoning Board of Appeals

Action Requested:

It is requested that the Village Council set a meeting date for the Zoning Board of Appeals.

Background:

An application for ZBA has been received. To allow for the public hearing to take place, staff is requesting the Council set a meeting date to receive public comments regarding the pending application.

Attachments:

410 Harrison Street

ZBA - bylaws

Date Rec'd
Fee Rec'd

Zoning Board of Appeals Application

Property Address: 410 Harrison Street
 80- 43 - 055 - 003 - 00 0.4 I - Industrial
 Parcel ID Number Parcel Size (acres) Zoning District
Are there any plat restrictions or easements? If so, please explain n/aPresent use of the property Residential R-1
 Legal Description: 1023-B 20-4-14 778-691 850-792 1603-82
1600-594 NE* E 140.5 ft of Lots 1+2 Bk 3 Harrison
James Hinch II 202-762-0429
 Applicant's Name Email Telephone Number

410 Harrison St Decatur, GA 30035
 Applicant's Address City, State Zip Code

Property Owners (if different from the Applicant)

Name: _____ Telephone: () _____

Name: n/a Telephone: () _____

Address: _____

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



Property Owner



Adjacent Property Owner



Tenant/Lessee



Other Interest

Action Requested: (check one)

- ☐ To request a variance to certain requirements of the zoning ordinance. Go to **section A**
- ☐ To interpret a particular section of the ordinance. Go to **section B**
- ☐ To interpret the zoning map. Go to **section C**
- ☒ To overturn an action of the zoning administrator. Go to **section D**

For all actions, sign certification on page 4.

Section A: For variance requests

Please specify the section and specific regulations from which a variance is being sought:

State specifically the reason for this appeal request: _____

On attached sheets, provide answers to the following questions. Please number the answers the same as they are numbered here. Please be specific and explain your answers.

1. Do special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district?
2. Does the literal interpretation of the provisions of the zoning ordinance deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of the zoning ordinance?
3. Are the special conditions and circumstances a result of unique characteristics of the parcel of land in question, and not a result of actions of the applicant or previous owners of the land?
4. Does granting the variance preserve the essential character of the area?
5. Is the requested variance for land use or a potential special use permitted within the respective zoning district?

Section B: For requests to interpret a particular section of the Ordinance

State specifically the reason for this interpretation request:

Section C: For requests to interpret the zoning map.

Describe the portion of the zoning map in question (attach detail maps if applicable): _____

State specifically the reason for this appeal request: _____

Section D: To appeal an action of the zoning administrator

State specifically the reason for this appeal: Street Compliance with Zoning
Ordinance. Residential structure has been a non-Conforming
use for more than 20 yrs. Property owner wanting to make
improvements to property. Appeal was denied due to the
zoning district I-Industrial.



Attach the written decision of the zoning administrator being appealed.

Certification

I certify that all statements made above and in attached documents submitted to the Village of Decatur related to this application to the Village of Decatur Zoning Board of Appeals are true and accurate to the best of my knowledge and that if found to be in error, any Zoning Board of Appeals ruling that may be issued may be void.

Further I agree, any Zoning Board of Appeals ruling and subsequent permit that may be issued is with the understanding all applicable sections of the Village of Decatur Zoning Ordinance will be complied with. I understand any zoning action by the Zoning Board of Appeals conveys only land use rights and does not include any representation or conveyance of rights in any other statute, building code, deed restriction or other property rights.

VIA PHONE 9-2-2022 at 8:30

Applicant's Signature

Date



VILLAGE OF DECATUR, VAN BUREN COUNTY, MICHIGAN
APPLICATION FOR ZONING ORDINANCE VARIANCE/
REZONING/CONDITIONAL USE PERMIT

Submit to: Village Clerk, Village of Decatur
114 N. Phelps Street, Decatur MI 49045
(269) 423-6114

Fee: \$200.00
(Non-refundable)

Reference of Decatur Zoning Ordinance, Article XIII

In accordance with the above reference, application is hereby made to the Village Council of the Village of Decatur, Van Buren County, Michigan, for a variance on certain properties listed below:

Applicant(s) Name: James Hinch

Address: 410 Harrison Street
Decatur, MI 49045

Telephone (include area code): 269-762-0429

Street Address of Property Involved:

410 Harrison Street
Decatur, MI 49045

Property Tax Number: 80-43-055-033-00

Legal Description of Property Involved:

1023-B 20-4-14-778-691 850-792 1603-82
1609-594 E 140.5 FT of Lots 1+2 Block
3 Harrison Addition

Dimensions of Property:

0.4 Calculated Acreage

Present Zoning Classification: I - Industrial District

Current Ownership Status: 16070 Hinesford

Variance Requested: (Setback?): Appeal denied Zoning Request
non-conforming use

Explanation of request for variance (Attach site plan showing present improvements to the property and proposed improvements, use separate sheet if needed):

Strict compliance with Chapter 42 Ordinance 202, Sect 3.
The problem is due to a unique circumstance of the property. The property problem was not created by the action of the applicant.

VIA PHONE 9-2-2022 at 8:30

Signature of Applicant

Date

Parcel 80-43-055-003-00

Van Buren County Property Information

[If you have questions or find any incorrect information please send an Email.](#)

Parcel: 80-43-055-003-00

Jurisdiction: Village of Decatur

Plate Number: 1023-B

Owner Name: HINCH JAMES II

Parcel Address: 410 HARRISON ST
DECATUR, MI 49045

Mailing Address: 410 HARRISON ST
DECATUR, MI 49045

Property Information

School District: 80050

**Current Property
Class:** 401

Current Assessment: \$36,800

Previous Assessment: \$36,800

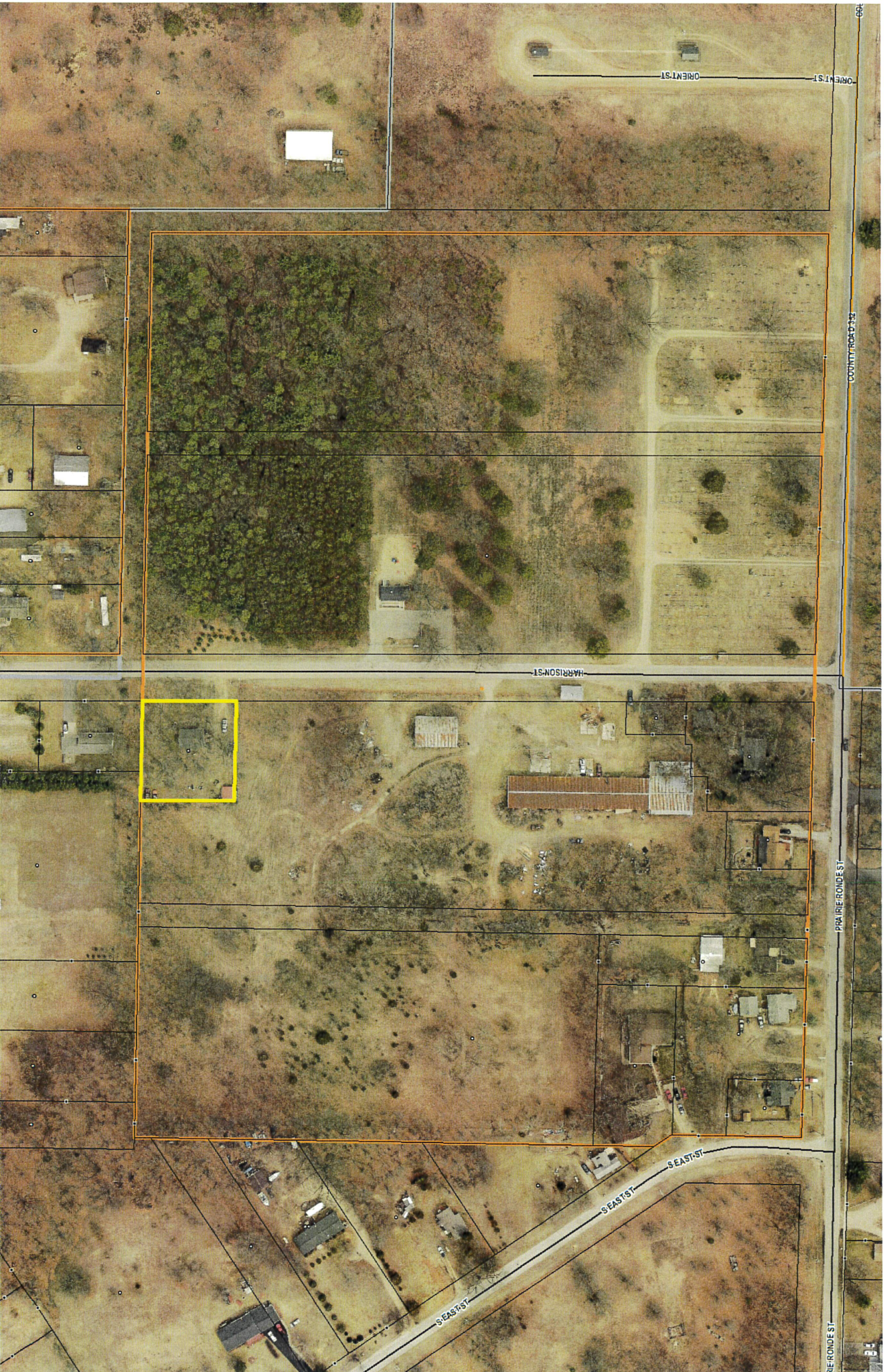
Taxable Value: \$23,713

Homestead %: 100%

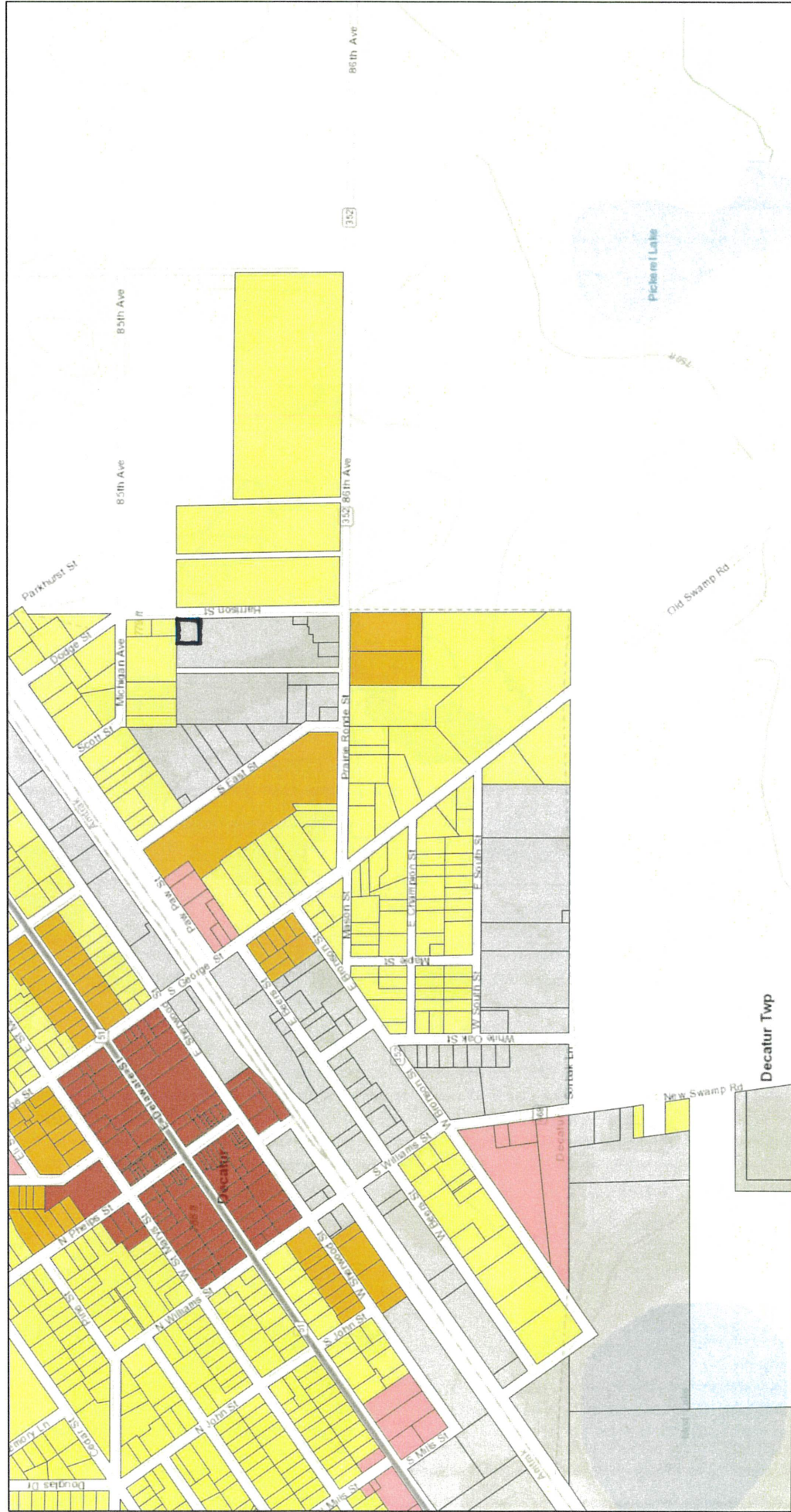
Calculated Acreage: 0.4

Legal Description

1023-B 20-4-14 778-691 850-792 1603-82 1609-594 *** E 140.5 FT OF LOTS 1 & 2.
BLOCK 3 HARRISON'S ADDITION



Village of Decatur Zoning



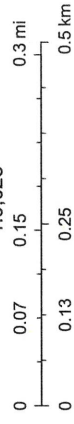
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Parcels

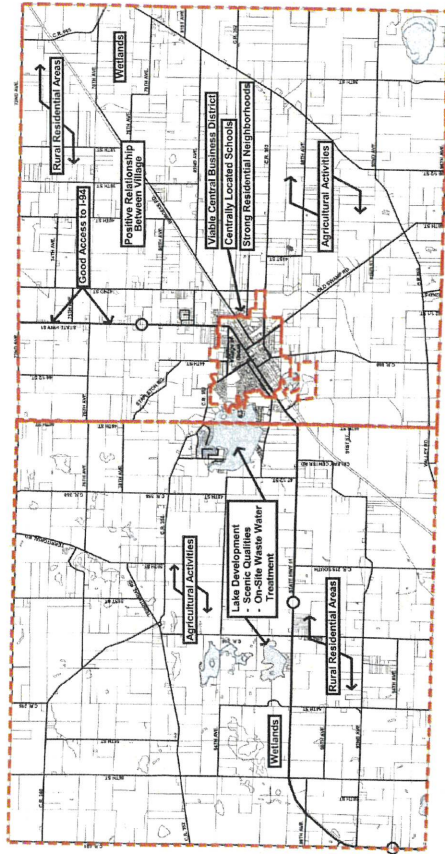
Zoning

- B-1 - Central Business District
- B-2 - General Business District
- I - Industrial District
- R-1 - One and Two Family Residential
- R-2 - Multiple Family District

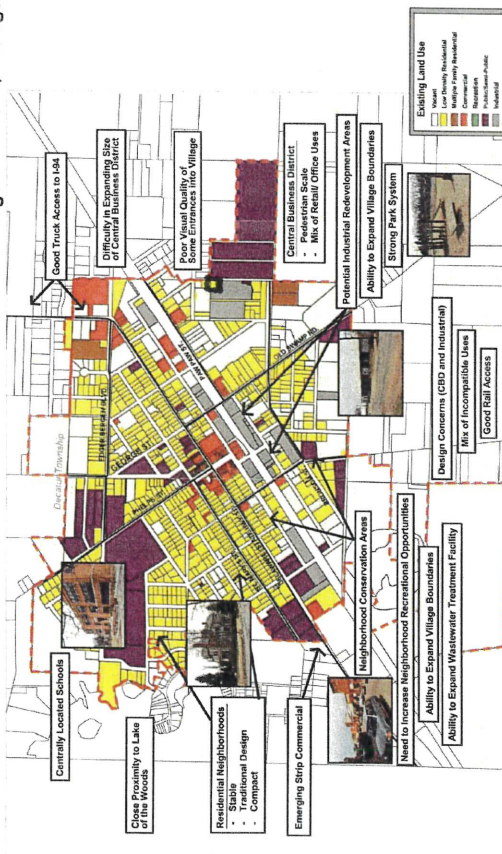
1:9,028



Esri, Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, METI/NSA, EPA, USDA

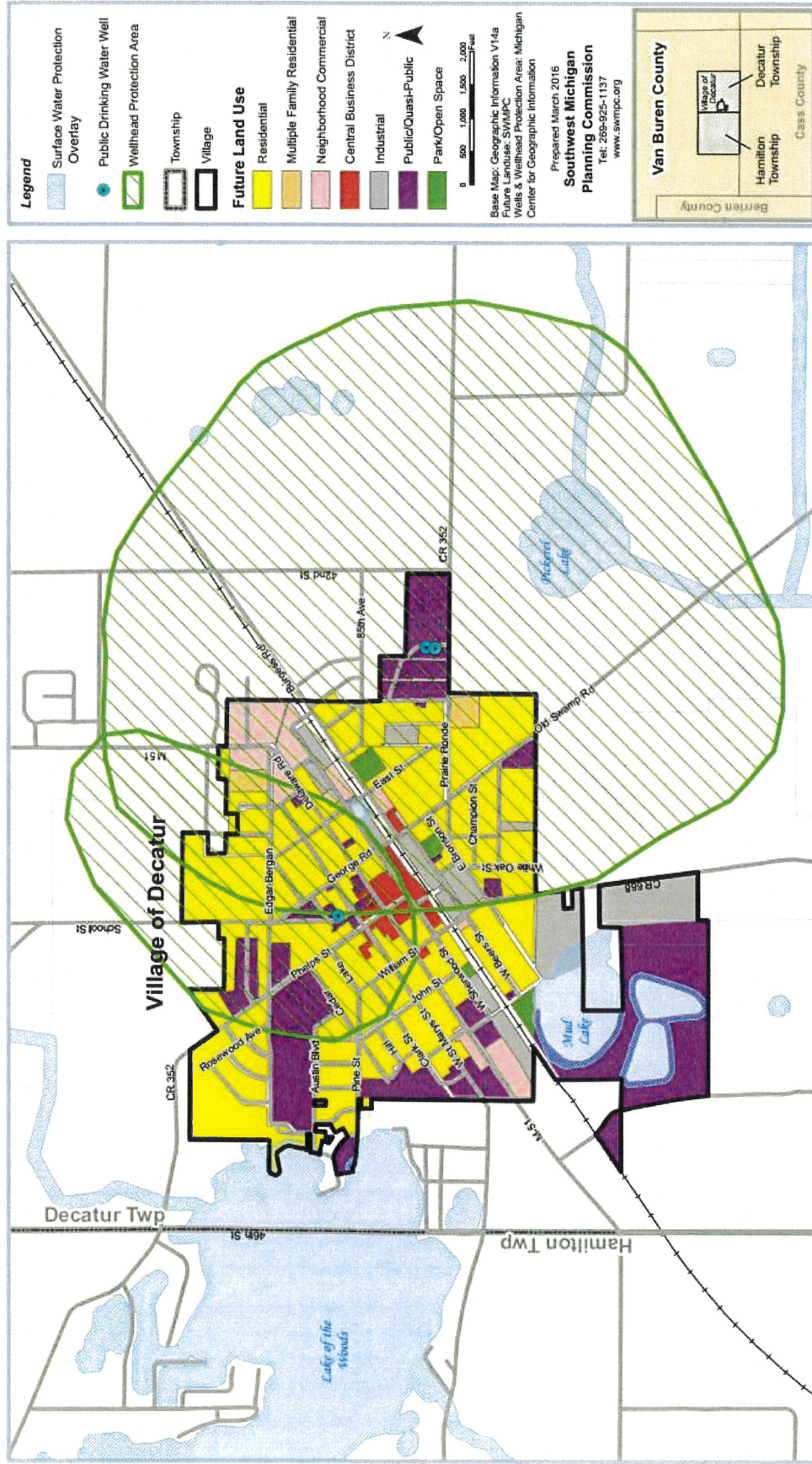


Resources & Constraints



Resources and Constraints

Future Land Use



SAFEbuilt, Inc
 107 S. Capital Ave., P.O. Box 190, Athens, MI 49011
 OFFICE: 269-729-9244
 Website: <https://safebuilt.com/locations/athens-office>
 Email: athensmi@safebuilt.com

Permit # _____
 Fee \$85.00
 Method of Payment _____
 Receipt # _____

MAKE CHECK PAYABLE TO DECATUR VILLAGE

ZONING PERMIT APPLICATION

A drawing (site plan shown from a "bird's eye" view) indicating property lines, location of all buildings presently on the property and location of the proposed new structure(s), must be submitted with this application. The site plan should also include measurements from your new project to property lines and distances between all buildings. An inspection will not be scheduled until the permit fee has been paid, a site plan has been submitted, proof of ownership of property has been provided, and the project has been marked in some way (in ground with stakes or on ground with painted markings). Please call our office at (269) 729-9244 to request your inspection, once all criteria is met. "Change of Use" applicants are exempt from providing a site plan as indicated and instead, will provide a statement of the proposed new use of the existing structure.

I. Job Location	
JOB Address <u>410 Harrison St.</u>	Name of Owner <u>James Hinch</u>
Name of City, Village or Township in which job is located: <input type="radio"/> City <input checked="" type="radio"/> Village <input type="radio"/> Township OF: DECATUR	County _____

VILLAGE OF DECATUR
 114 N. PHELPS
 DECATUR, MI 49045

Phone : (269) 423-6114
 E-Mail : VILLAGE@DECATURMI.US
WWW.DECATURMI.ORG

Received From: LAURA EMBORSKY
 Date: 08/23/2022 Time: 4:17:20 PM
 Posting Date: 08/23/2022
 Receipt: 56200
 Cashier: MEGAN

ITEM REFERENCE	AMOUNT
BUILD BUILDING PERMITS	\$85.00
BUILDING PERMITS	\$85.00
SUB-TOTAL	\$85.00
Total Tendered:	
ORDER #: 2a54e5c6-411e-49c6-ac32-75c020ffe36c	
Credit Card Type MasterCard	
CC Processing Fee	\$2.51
CREDIT CARD XXXXXXXXXX3876	
Grand Total:	\$87.51
Change:	\$0.00

Laura Emborsky
 Signature

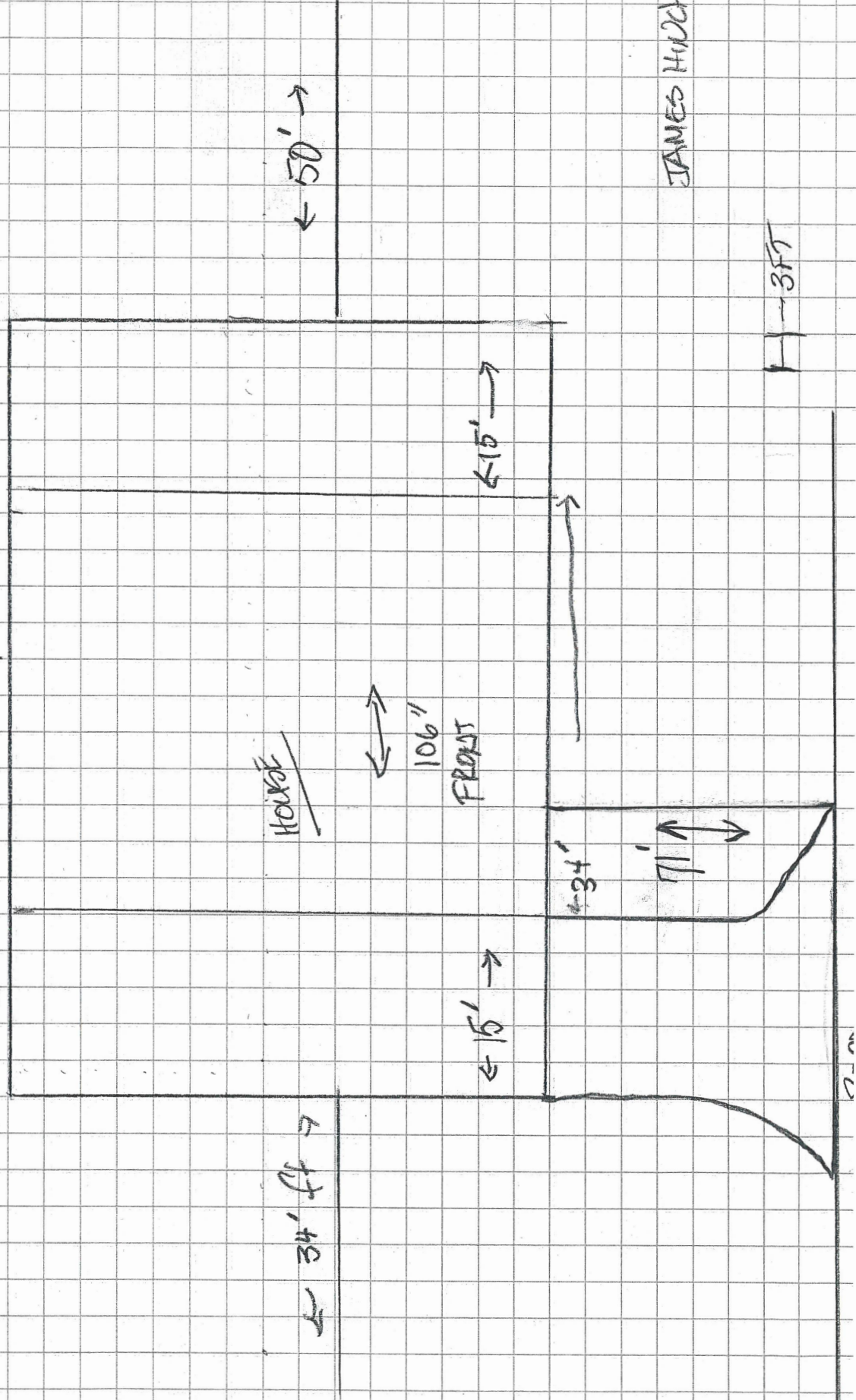
Does this property have frontage on two roads?	YES	<input type="radio"/> NO
Does this property have lake frontage?	YES	<input type="radio"/> NO
Is there a dwelling presently on this property?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Is there an accessory building presently on this property? (carport)	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Is the construction located within 500 ft of a lake, stream, or natural body of water?	YES	<input type="radio"/> NO
Will the construction require the moving of one surface acre or more of land?	YES	<input type="radio"/> NO
If construction is for an accessory building, will it contain animals?	YES	<input type="radio"/> NO

VI. Responsibilities of Applicant: It is your responsibility to be aware of any deed restrictions, subdivision regulations, flood plain regulations, and wetland regulations. I have read, acknowledged and will comply with all of the above and with the land use regulations, as determined by the zoning administrator, or will go to the proper board for a variance/special consideration and will provide in writing such approvals, if granted, to the zoning administrator.	
APPLICANT SIGNATURE <u>James Hinch II</u>	DATE <u>8.22.22</u>
Zoning Official's Signature _____	Date _____

RETURNED CHECKS ARE SUBJECT TO FEES IN ACCORDANCE WITH THE VILLAGE OF DECATUR'S RETURNED CHECK POLICY
 AN ADMINISTRATIVE FEE OF \$85.00 WILL BE RETAINED FOR CANCELED/TERMINATED PERMITS OR APPLICATIONS

100%

11-355



← 15' →

Window

Window

Door

Closet

RIGHT SIDE
Addition

Closet

Window

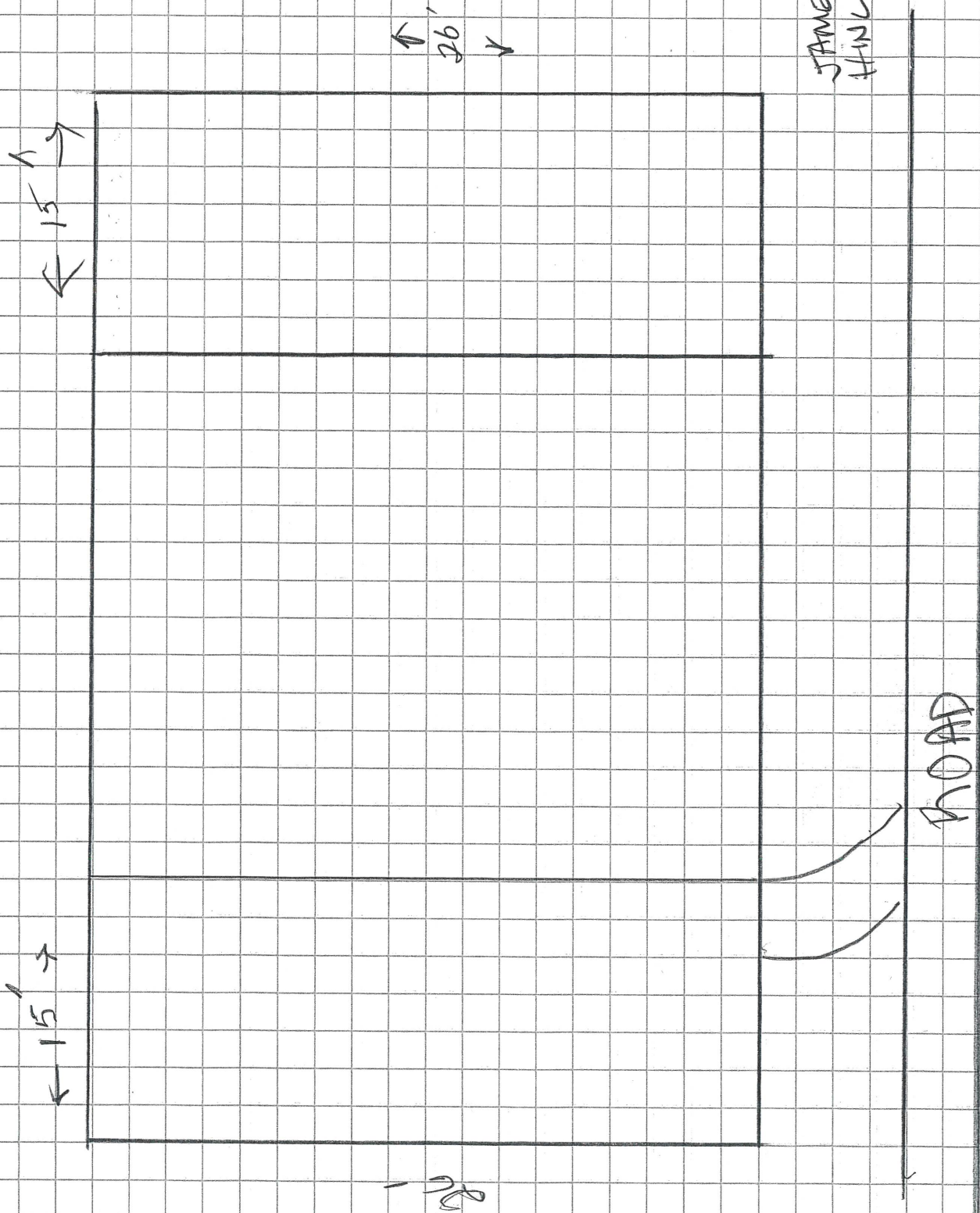
Door

Window

34MB
41MB

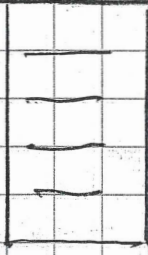
↑ 12' ↓

LOT DIAGRAM



← 16' →

Ratio 2002

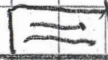


← STAIRS
to PARQUET

↑ 26' ↓

Window

Window

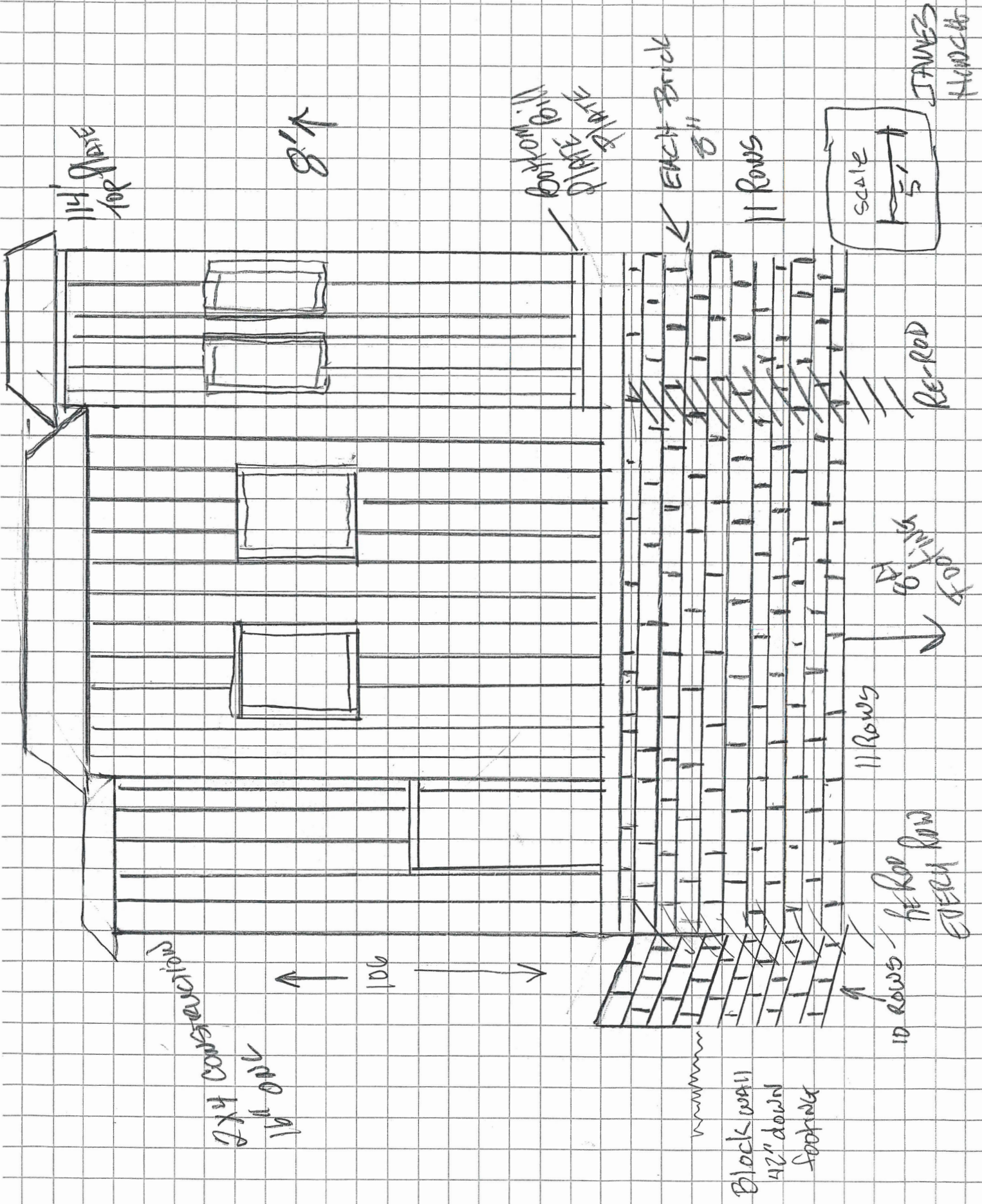


— STAIRS INTO
House

Door

JAMES HUNTER

Left Side Added



**VILLAGE OF DECATUR
ZONING BOARD OF APPEALS RULES OF PROCEDURE (BYLAWS)**

**ARTICLE I
AUTHORITY**

1.1. Authority. These Rules of Procedure, otherwise known as the ZBA Bylaws, are adopted by the Village of Decatur Zoning Board of Appeals (hereinafter referred to as the ZBA) pursuant to Public Act 33 of 2008, as amended (the Michigan Planning Enabling Act), Public Act 110 of 2006, as amended (the Michigan Zoning Enabling Act), the Village of Decatur Zoning Ordinance, as amended.

**ARTICLE II
COMPOSITION AND OFFICERS**

2.1. Composition. The Decatur Village Council has been designated to serve as the ZBA and to carry out all duties assigned to zoning boards of appeals in the Michigan Zoning Enabling Act. Accordingly, the ZBA shall consist of the 7 members of the Village Council sitting in an *ex officio* capacity.

2.2. Officers

- a. The Village President shall serve as the Chairperson of the ZBA, and the Village President Pro Tem shall serve as the Vice-Chairperson of the ZBA.
- b. The Chairperson shall preside at all meetings and shall conduct all meetings in accordance with the rules provided herein. The Vice-Chairperson shall act in the capacity of the Chairperson in the absence of the Chairperson.

**ARTICLE III
MEETING PROCEDURE**

3.1. Meetings.

- a. Meetings of the ZBA shall be held at Village Hall at such times as shall be prescribed by the Chairperson.
- b. Notice of any meetings shall be given in accordance with the Open Meetings Act (Act No. 267 of the Public Acts of 1976). Notices shall be posted at the offices of the Village in the manner and time provided under that Act. Any changes in the date, time or location of the regular meetings shall be posted and noticed in the same manner as originally established.
- c. A quorum as defined by the Michigan Zoning Enabling Act shall consist of four of the seven total members. No business may be conducted or official action taken except to adjourn the meeting if a quorum cannot be met.
- d. Except to the extent of any conflict with these rules or any applicable provision of the zoning ordinance or state statute, meetings shall be conducted in accordance with Robert's Rules of Order, Newly Revised (12th ed).

3.2. Applicant Attendance and Participation. The applicant or his/her representative shall be present at the meeting when their application is heard and discussed. Failure of the applicant or

representative to appear at the hearing will cause the ZBA to postpone any action on the request until such time as the applicant or a representative is present. If the applicant or representative fails to make attendance for two consecutive hearings without notifying the ZBA or Village staff, the application shall be dismissed. The Chairperson shall give the applicant/representative adequate time during the meeting to present his or her case to the ZBA. Such time may exceed the 3-minute limitation provided for general public comment (as provided in section 3.3 below) and shall be determined based on the complexity of the case.

3.3. Hearings.

a. The Village shall provide for notification of public hearings in a local newspaper and by direct mailings as required under the Michigan Zoning Enabling Act.

b. The Chairperson shall announce the matter of business to be considered and open the hearing on the matter for receipt of public comment on the subject, which shall be governed by the following rules:

1. Only comments regarding the subject of the hearing will be accepted.
2. All persons wishing to comment shall be given an opportunity to do so.
3. Any person wishing to speak shall first be recognized by the ZBA Chairperson.
4. Speakers shall stand, if able, be formally recognized by the Chairperson, state their full name and address, and make comments directly to the Chairperson. Any questions shall also be directed to the Chairperson.
5. Each speaker shall limit their comments to three (3) minutes.
6. The Chairperson has the authority to order a person to conclude comments that are irrelevant, misleading, repetitious of comments made by other commenters, or in excess of their allotted time limits.
7. Once all public comments have been received or if, at any time, during the hearing, a ZBA member feels no other relevant or non-repetitious comments are being presented, a motion to close the public hearing may be made, or the Chairperson may advise that such a motion would be entertained.

c. Once all public comments have been received or if, at any time, during the hearing, a ZBA member feels no other relevant or non-repetitious comments are being presented, a motion to close the public hearing may be made, or the Chairperson may advise that such a motion would be entertained.

d. During the hearing the Chairperson shall acknowledge any correspondence received.

3.4. Motions. Motions shall be restated by the Chairperson before a vote is taken. The name of the maker and supporters of the motions shall be recorded.

3.5. Voting. An affirmative vote of four (4) ZBA members shall be required to reverse an order, requirement, decision, or determination of the administrative official or body, to decide in favor of the applicant on a matter upon which the ZBA is required to pass under the zoning ordinance, or to grant a variance (other than a use variance) from the zoning ordinance. Voting

shall be ordinarily accomplished by voice vote; provided, that the roll call shall be required if requested by any ZBA member or directed by the ZBA Chairperson. A Use Variance may only be granted if authorized by the zoning ordinance and upon the affirmative vote of five (5) ZBA members.

3.6. Secretarial Duties. Secretarial duties for the ZBA shall be performed by Village staff personnel as designated by the Village Manager. Such staff personnel shall be responsible for preparation of minutes, keeping of pertinent records, delivering communications, petitions, reports, other related items of business to the ZBA, issuing notices of public hearings, and performing related administrative staff duties to assure efficient and informed ZBA operations.

ARTICLE IV DUTIES OF THE ZBA

4.1. Duties. The ZBA shall perform all duties proscribed under the Michigan Zoning Enabling Act or the Village's zoning ordinance.

ARTICLE V OPEN MEETINGS AND FREEDOM OF INFORMATION COMPLIANCE

5.1. Compliance with Acts.

- a. Meeting notices and in-meeting deliberations and decisions of the ZBA are governed by the Michigan Open Meetings Act, Act 267 of the Michigan Public Acts of 1976, as amended, MCL 15.261 et seq.
- b. Records, files, correspondence, and other materials pertaining to ZBA agenda topics are available to the public for reading, copying, and other valid purposes as governed by the Michigan Freedom of Information Act, Act 442 of the Michigan Public Acts of 1976, as amended, MCL 15.231 et seq.

ARTICLE VI CONFLICTS OF INTEREST

6.1. Conflicts of Interest.

- a. For purposes of these bylaws, a conflict of interest is defined as, and a ZBA member shall declare a conflict of interest and abstain from participating in ZBA deliberations and voting on a request, when:
 1. An immediate family member is involved in any request for which the ZBA is asked to make a decision. "Immediate family member" is defined as an individual's father, mother, son, daughter, brother, sister, and spouse and a relative of any degree residing in the same household as that individual.
 2. The ZBA member has a business or financial interest in the property involved in the request or has a business or financial interest in the applicant's company, agency or association.
 3. The ZBA member owns or has a financial interest in a property abutting the property involved in the request. For purposes of this section, a lot shall be considered with another lot if it shares a common property line or would share a common property line if not for an intervening public right-of-way. (In other words, a lot

immediately across the street from another lot shall be considered abutting).

b. The procedure for handling conflicts of interest shall be as follow:

1. If a member has a conflict of interest, he or she shall disclose that interest during a ZBA meeting prior to any discussion on the item to which it pertains, and shall then remove himself or herself from the hearing, discussions and decision-making process until the matter is over. Physical removal minimizes any public perception that the member with the conflict of interest is unduly influencing his or her fellow members by the member's physical presence.

2. If a member is aware of circumstances that a reasonable person may consider to create an appearance of a conflict of interest, he or she shall disclose that interest during a ZBA meeting prior to any discussion on the item to which it pertains. The remaining members of the ZBA shall then take a vote to determine whether or not to require the member to abstain from participating on that item.

ARTICLE VII EX PARTE COMMUNICATIONS

7.1 Ex Parte Communications.

a. The ZBA must act as a board and not as individuals.

b. Communication of any kind (other than at ZBA meetings or hearings) ("Ex Parte Communications") by members of the ZBA with applicants, developers, applicant's or developer's representatives, or interested neighbors regarding a matter to come before the ZBA is to be avoided, except for limited necessary contact during fact-finding site visits.

c. Members may view sites only if they can do so without any unnecessary contact with the applicant, developer, applicant's or developer's representatives, or interested neighbors and for the specific purpose of gathering physical facts or data.

d. If a member is contacted by an applicant, developer, or their representatives, or an interested neighbor, the member shall promptly inform that party that he or she will not discuss the matter or have any contact other than at a ZBA hearing or meeting except for site visits. The member shall then immediately welcome the party to attend the ZBA meetings to discuss their views, wishes, etc. or to deliver written comments to the Village Clerk for distribution to ZBA members.

ARTICLE VIII AMENDMENTS

8.1 Amendments. The ZBA may amend these bylaws by a majority vote of the members, provided that all members have received a copy of the proposed amendments at least 3 days prior to the meeting at which such amendments are to be considered.

I HEREBY CERTIFY that the above Bylaws, as amended, were adopted on _____, 2022.

_____, Chairperson



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

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

DATE: September 6, 2022

SUBJECT: Request for approval of Consultant of Record Service

Action Requested:

It is requested that the Village Council approve the Consultant of Records Service, from Abonmarche.

Background:

The Village of Decatur has a lot to balance with limited resources. Providing a community as Engineer of Record, a firm will become an extension of that community's staff increasing capacity and the ability to plan and execute physical development projects more efficiently.

As consultant of record for numerous communities, Abonmarche has a vested interest in developing practical and innovative planning and design solutions that prove our value time and again. Abonmarche prides themselves on providing cost-effective designs that result in sustainable projects and resilient communities. No matter what unique challenges the project presents, their clients know they will create the best approach to capitalizing opportunities and mitigating problems. They are committed to creating a collaborative partnership with all project stakeholders, ensuring outstanding communication for a seamless blend of service delivery.

Whether you need a civil engineer, landscape architect, architect, planner, structural engineer, coastal engineer, GIS specialist, grant specialist or one of many other specialties, chances are Abonmarche has the staff. They have built an award-winning firm with individuals who specialize in merging artistic vision, environmental sensitivity, and sound technical skills to create unique places. The Village of Decatur can rely on our deep bench of over 170 professionals to ensure the goals of Village staff and residents are achieved.

Attachments:

Proposal for Consultant of Record Services



PROPOSAL FOR
CONSULTANT OF RECORD SERVICES

July 29, 2022

July 29, 2022

Christopher Tapper, Village Manager
Village of Decatur
114 N. Phelps
Decatur, Michigan 49045

Subject: Proposal for Professional Services
Consultant of Record Services

Dear Mr. Tapper:

Abonmarche is pleased to present this proposal for consultant of record services to the Village of Decatur. Our firm has over 40 years of experience working in communities throughout Michigan and Indiana, including serving as the Engineer of Record to numerous municipalities. This knowledge gives our team a unique perspective on the needs and goals of developing communities, its residents and businesses.

Local governments like the Village of Decatur have a lot to balance with limited resources. When we **serve a community as Engineer of Record, we become an extension of that community's staff** increasing capacity and the ability to more efficiently plan and execute physical development projects. As consultant of record for numerous communities, we have a vested interest in developing practical and innovative planning and design solutions that prove our value time and again. We pride ourselves on providing cost-effective designs that result in sustainable projects and resilient communities. No matter what unique challenges the project presents, our clients know we will create the best approach to capitalizing opportunities and mitigating problems. We are committed to creating a collaborative partnership with all project stakeholders, ensuring outstanding communication for a seamless blend of service delivery.

This proposal further outlines the services provided by Abonmarche as an Engineer of Record. We look forward to the opportunity to work with the Village of Decatur, its staff and its residents on ensuring the Village is a resilient and sustainable community. If you have any questions or need additional information, please contact me by phone at 269.252.8980 or via email at tmcghee@abonmarche.com.

Sincerely,



Tony McGhee
Vice President of Development Services



Katie Vanderhulst
Business Development Specialist



SECTION	PAGE
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“2021 Firm of the Year”



Firm Overview

The best professional service consultants are visionaries, looking years - even decades - beyond today's world to determine what physical structures and systems will be needed, and where. Visionaries help to create great places, and great places do great things. As design professionals, we are also stewards of both natural and created environments. We strive to integrate conservation including stormwater, alternative materials, and energy-saving technology into infrastructure and building planning and execution.

At Abonmarche, our reputation is built on [trust](#), [passion](#), [reliability](#), and [quality](#). We are committed to exceed the specific needs of each client, which has established an outstanding portfolio of referrals. We work closely with our clients to understand what they need to accomplish and what they hope to achieve. We put our expert technical and creative skills to work to help them create a great place. **We undertake every project with our client's best interests in mind and truly seek to become [partners](#) during the course of the project.** Our business strategy is centered upon building [long-term client relationships](#). During our proud history, we have attracted and retained clients by focusing on client satisfaction and providing value added services. In fact, over 80% of our work is repeat business from loyal clients even as new clients desire to partner with us.

Abonmarche's [tradition of service](#) dates back to 1979, when our company was first founded in South-west Michigan, to provide clients with professional services to meet all of our clients planning and development needs. One of the reasons our clients choose to work with us is our [reputation as a one-stop shop](#) - no matter what the task, we have the resources, experience and capacity to deliver the needed services that result in impactful, sustainable projects. With over [40 years of experience](#), Abonmarche has become a premier provider of a wide array of professional services, providing superior customer value, and [improving communities](#) for a variety of private- and public-sector clients.

Whether you need a civil engineer, landscape architect, architect, planner, structural engineer, coastal engineer, GIS specialist, grant specialist or one of many other specialties, chances are Abonmarche has the staff. We have built our award-winning firm with individuals who specialize in merging artistic vision, environmental sensitivity, and sound technical skills to create unique places. [The Village of Decatur](#) can rely on our deep bench of over 170 professionals to ensure the goals of Village staff and residents are achieved.



As a full service consulting firm, Abonmarche has the experience and capacity to address any needs the Village of Decatur may have to ensure the physical assets of the community are designed and managed in a way that drives the highest value to the taxpayers while minimizing the maintenance impacts and costs on staff and the Village's budget. Attachment A contains specific project experience sheets for review.

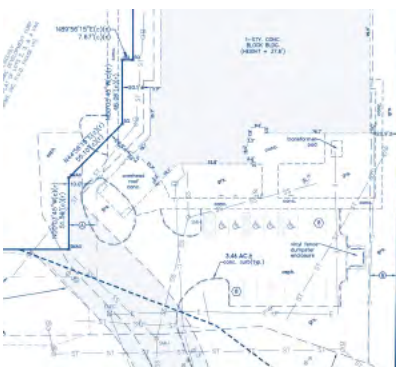
Engineering



Abonmarche has built its reputation as one of the leading civil engineering firms in the Midwest by listening to client needs and using industry-leading design practices. This helps us deliver the highest caliber of service. Our wide-ranging client base includes Fortune 500 Corporations, Municipalities, Road Commissions, Departments of Transportation, and Private Developers.

Our wide array of experience places us in a position to deal with any challenge which may arise with efficient and direct solutions. Whether you need to rebuild or resurface a road, upgrade utilities, create a commercial development, perform a traffic study, or address stormwater management issues, our team will ensure that you are completely satisfied with your entire project.

Land Surveying



Our team of Abonmarche surveyors has an unparalleled reputation of providing landowners, contractors, developers, municipalities, and utility companies with the highest rate of satisfaction. By prioritizing communication, from initial consultation to delivery of products, we keep our customers abreast of the status from start to finish. Our survey team is passionate about their work and strives to deliver every project with an unmatched level of value and quality. Our field crews are equipped with the latest surveying and GPS equipment, allowing for precise and efficient data collection. We also utilize Unmanned Aerial System (UAS) to capture high-resolution digital orthophotography and preliminary topographic data.

Landscape Architecture



Abonmarche landscape architects advocate for livable communities that encourage outdoor activity in thoughtfully designed spaces. Our team has a strong understanding and respect for the environment, allowing us to incorporate natural site features into any project.

Our landscape architects pride themselves on planning memorable and functional spaces for living, working, or playing. Our projects range from large institutional landscape planning and city parks to entertainment venues and streetscapes.

Architecture



From the earliest stages of schematic planning through construction, Abonmarche LEED-certified architects and designers take pride in creating authentic designs that improve the natural and created environment. We identify key resources, from materials to manpower, knowing these are critical to the success of your project.

Our design philosophy and process focuses on being mindful of financial, functional, and environmental concerns, while providing appropriate form and flexible palettes of materials. Our architects work within established budgets to create spaces that improve and enhance communities.

Planning and Development Services



Abonmarche's seasoned planners possess a blend of public and private sector experience to provide planning and development services to both municipal and private sector clients.

Consulting with our municipal and public sector partners, our team understands the value and impact of placemaking and community attachment as drivers for talent attraction and economic growth. We collaborate with our architects, engineers and landscape architects to create transformative urban environments. Our municipal experience allows us to assist with redevelopment planning, project financing, corridor/neighborhood planning, public engagement, and negotiating public/private sector partnerships. Abonmarche understands the impact of meaningful engagement with communities, stakeholders and decision makers to achieve the necessary

support for development proposals and to create a seamless experience as your project is realized.

GIS & Asset Management



Abonmarche leverages geography to streamline workflows. We put Geographic Information Systems (GIS) to work solving problems, whether as simple as locating a feature or as complex as driving an asset management system. We coordinate closely with our engineering, surveying, and planning staff to produce high-quality static and web maps, spatial analysis, and comprehensive asset inventories. Our goal is to help you think spatially and work more efficiently.

Asset Management Planning allows you to be proactive and strategic in asset maintenance and rehabilitation. Abonmarche enables you to improve performance while minimizing risk and expenditures over the life of an asset. We take a holistic approach to Capital Improvement

Planning by assessing geographically coincident assets and projects so you can schedule the right work at the right time. Our Digital Solutions team partners, with our engineers, architects, and planning professionals together create a multi-functional approach to using technology for meeting client needs. Attachment B contains an overview of the myriad services our Digital Services team provides. This level of service and delivery capacity rivals and exceeds that of virtually any other firm in the State of Michigan. That expertise is reflected by the fact that our staff is regularly invited to speak at national conferences.



One area where Abonmarche brings a significant amount of value added service to our clients is the firm's ability to match client needs with grant opportunities. We have experience working with numerous state and federal granting agencies including Michigan Natural Resources Trust Fund, Michigan Department of Natural Resources, Michigan Waterways Commission, Michigan Department of Transportation, U.S. Department of Agriculture, the Michigan Economic Development Corporation, and the Michigan Council for Arts and Cultural Affairs to name a few. We also have significant experience with private philanthropic organizations.

Our approach for grants is to evaluate and discuss the project with the community to best understand the goal they are trying to achieve. Do you want more accessibility? More tourists? Better visual appeal? New sewer and water systems? Improved roads? A combination of several things? Understanding the main goal behind the improvements allows us to recommend the most successful grant application approach to funding it. Abonmarche also understands that grant funders want their monies to be used to support their causes. We endeavor to match projects to funding sources that share common goals. We can also provide feedback on elements that strengthen or weaken the application, plus give some insight on timeframe for the project should funding be received. Some grants need to move quickly and resources have to be ready and on hand. Many grants require a long-term approach to project actualization and recognizing a several year timeframe can help communities establish budgets and manage expectations better. Guiding the community on this timing is an important factor in the grant application process.

Since a grant will frequently require an estimate and preliminary design concept with the application, Abonmarche's technical staff are of great benefit. Abonmarche's ability to develop strong project scopes, design concepts and accurate cost estimates is a cornerstone to our success in securing grants for our clients. A frequently overlooked component in a grant application is a realistic cost estimate for the project. Most grant awards are a fixed amount that cannot change after execution. Rather than leaving communities wondering how to address a budget shortfall, Abonmarche works to provide realistic estimates and project phases to include in grant applications that maximize successful project completion. Additionally, Abonmarche has experience layering financing from several funding sources to finance larger scale projects. A few of the recent grants we have helped deliver to our clients are listed in the following pages:

AWARDED GRANTS

CITY OF GRAND HAVEN

- Sluka Field Restroom/Concession Building
MNRTF Development Grant \$300,000 award
- Lead Service Replacement
EGLE Booker Grant \$3,000,000 award
- **Mulligan's Hollow Basketball Courts**
MNRTF Development Grant \$258,300 award
- Waterfront Stadium Renovation
MNRTF Development Grant \$280,000 award
- Harbor Drive Improvements
MEDC Infrastructure Capacity Enhancement
Grant \$1,151,590 award
- Riverwalk Project
MEDC Community Development Block Grant
\$1,474,983 award
- Fulton Street Improvements
MDOT Transportation Economic Development
Fund (TEDF) \$336,545 award

CITY OF NEW BUFFALO

- Transient Marina PES
DNR Waterways Grant \$15,000 award
- Waterfront Placemaking Study
USDA Rural Business Development Grant \$51,000
award
- Dune Walk Reconstruction
DNR Land & Water Conservation Fund \$220,000
award
- Whittaker Street Reconstruction
The Pokagon Fund \$1,600,000 award
- Marquette Greenway Trailhead
Recreation Passport \$112,500 award
The Pokagon Fund \$37,500 award
MNRTF Development Grant \$300,000 award
- Broadside Dock
DNR Waterways Grant \$500,000 award
- Electrical Improvements
DNR Waterways Grant \$189,481 award

CITY OF ALLEGAN

- Lead Service Replacement
EGLE Booker Grant \$3,000,000 award
- Hubbard Street
MDOT TEDF Grant \$300,000
- Riverfront Plaza Development
Michigan Economic Development Corpora-
tion \$250,000 award
- Canoe/Kayak Launch Facility
DNR Land and Water Conservation Fund
\$125,000 award
- Cutler Street Parking Lot
USDA Rural Business Development Grant
\$75,000 award
- Riverfront Parking Lot
USDA Rural Business Development Grant \$30,000
award
- Riverfront Stage
Michigan Council for Arts and Cultural Affairs
\$52,812 award
- Downtown Development Design
USDA Rural Business Development Grant \$99,000
Award

CITY OF SOUTH HAVEN

- Canoe/Kayak Launch Facility
Coastal Zone Management \$100,000 award
- Fish Cleaning Station
Great Lakes Fisheries Trust \$150,000 award
- Black River Park Skid Piers
MNRTF Development Grant \$37,500 award
- Black River Park Skid Piers 2
MNRTF Development Grant \$37,500 award
- Preliminary Engineering Study – Southside Marina
DNR Waterways Grant \$100,000 award
- Splash Pad and Plaza
MNRTF Development Grant \$300,000 award
- Black River Park Restroom Renovation
Recreation Passport Grant \$37,500 award

- Liberty Hyde Bailey Museum
Michigan Council for Arts and Cultural Affairs
Capital Improvement Grant \$18,200 award

Michigan Lighthouse Assistance Program
\$60,000 award

- Center Street Streetscape Improvements
MEDC Community Development Block Grant
\$871,000 award

USDA Rural Business Development Grant
\$100,000 award

- North Beach Park Improvements
MNRTF Development Grant \$300,000 award

SOUTH HAVEN AREA RECREATION AUTHORITY

- Phoenix Avenue Kayak Launch Development
MNRTF Development Grant \$229,800 award

- Pilgrim Haven Development Phase 1 & 2

- 14th Avenue Parcel Acquisition
MNRTF Acquisition Grant \$300,000 award

- Royle Property Acquisition
MNRTF Acquisition Grant \$2,262,000 award

VILLAGE OF PAW PAW

- Michigan Avenue Improvements
MDOT Transportation Alternatives Program
\$426,921 award

MDOT Small Urban Grant \$375,000 award

USDA Rural Business Development Grant \$89,025
award

MEDC Community Development Block Grant
\$1,968,130 award

CITY OF MUSKEGON

- Hartshorn Marina PES
DNR Waterways Grant \$30,000 award

CITY OF BENTON HARBOR

- Lead Service Line Replacements
US Environmental Protection Agency Grant
\$5,557,000 award

- Traffic Signal Replacement
Michigan Department of Transportation
\$360,400 award

- Lead Service Replacement
U.S. Environmental Protection Agency
\$5,000,000 award

CITY OF BRIDGMAN

- Toth Park Playground Renovation
MNRTF Development Grant \$50,000 award
- Weko Beach Dune Restoration and Stabilization
Coastal Zone Management \$75,000 award

CITY OF BANGOR

- Water Infrastructure Project
CDBG Water-Related Infrastructure Grant \$969,112
- Industrial Park Drive Project
MDOT TEDF Category B \$250,000 award

BERRIEN COUNTY

- Marquette Greenway
MDOT Transportation Alternatives Program Grant
\$2,344,095 award
- Red Arrow Linear Park
USDA Rural Business Development Grant \$99,000
award

CALHOUN COUNTY

- County Building Sculpture
Michigan Council for Arts and Cultural Affairs
\$6,500 award

MEC Midwest Energy & Communications

- SMART Park Design
USDA Rural Business Development Grant
\$76,000 award

EDA Assistance to Nuclear Closure Communities
Grant Program \$6,000,000 award

Michigan Department of Transportation
Rail Economic Development Grant
\$1,400,000 award

Federal Congressional Set-Aside
\$2,000,000 award

VILLAGE OF THREE OAKS

- Sidewalk Expansion
Michigan Department of Transportation - CMAQ
\$250,100 award



Whittaker Street, New Buffalo

Abonmarche's work is regularly recognized by peer groups and industry organizations. While not inclusive of all awards, the following list is representative of some of the recognition Abonmarche projects' have received. Our full service comprehensive project approach results in award winning world class projects.



Downtown Waterfront, Grand Haven

AMERICAN COUNCIL OF ENGINEERING COMPANIES-MICHIGAN
2021 Firm of the Year Award

2018 Merit Award - Survey, Natural Place to Move Initiative, Portage

2014 Merit Award - Survey, City of South Haven Dredging Project

2012 Merit Award - Harbor Shores Development, Benton Harbor

2012 Honorable Conceptor Award - Survey, Woodside Cemetery Project

2011 Engineering Merit Award as the Project Manager, Civil Engineer, Surveyor, Architect of Record, Landscape Architect and Construction Administrator for Silver Beach Center, St. Joseph



Splash Pad, South Haven

AMERICAN PUBLIC WORKS ASSOCIATION OF MICHIGAN

2021 Branch Award - Downtown Waterfront & Infrastructure Resiliency, Grand Haven, MI

2021 Branch Award - Langley Avenue, St. Joseph, MI

2021 Branch Award - South Haven Splash Pad

2021 State Award - South Haven Splash Pad

2021 Branch Award - Zylman Avenue, Portage, MI

2021 State Award - Zylman Avenue, Portage, MI

2019 State Award - Allegan Riverfront, Allegan, MI

2015 Branch Award - Botham Avenue Reconstruction

2011 Branch Award - \$5 million to \$25 million category for Harbor Shores Development

2011 Public Works Project of the Year - Quality of Life, \$5 million to \$25 million category for Harbor Shores Brownfield Redevelopment Project



Riverfront Plaza, City of Allegan

AMERICAN SOCIETY OF CIVIL ENGINEERS

2018 Project of the Year - Quality of Life Allegan Riverfront

2008 Outstanding Achievement Award



Langley Avenue, St. Joseph

MICHIGAN NURSERY & LANDSCAPE ASSOCIATION
2018 Community Landscape Beautification Award for Calhoun County Building Courtyard

ASPHALT PAVEMENT ASSOCIATION OF MICHIGAN AND MICHIGAN DEPARTMENT OF TRANSPORTATION

2018 Award of Excellence – Whittaker Street Redevelopment Project, New Buffalo, Michigan
2015 Award of Excellence - Single Course Overlay Projects M-60, US-12, US-131 St. Joseph County



Zylman Avenue, Portage

MICHIGAN CONCRETE ASSOCIATION

2011 Award of Excellence - Whirlpool Compass Fountain at Silver Beach Center, St. Joseph

SOUTHWEST MICHIGAN PLANNING COMMISSION

2018 Graham Woodhouse Intergovernmental Effort Award

GREATER SOUTH HAVEN CHAMBER OF COMMERCE

2017 Business Excellence Award – Community Collaboration

NATIONAL ASPHALT PAVEMENT ASSOCIATION

2021 Quality of Construction - US-12 Feldkamp Road Project



Calhoun County Administration Building

AMERICAN COUNCIL OF ENGINEERING COMPANIES OF INDIANA
2021 State Finalist - Mishawaka High School Safety Improvements
2021 State Finalist - Governor Joe Kernan Trail, Indiana
2018 State Finalist - Ignition Park, South Bend
2018 State Finalist - NewPorte Landing, LaPorte
2018 State Finalist - Western Avenue, South Bend
2013 Excellence Award - Halleck Street, DeMotte
2013 State Finalist - Western Avenue, South Bend

AMERICAN CONCRETE PAVEMENT ASSOCIATION, INDIANA CHAPTER

2018 – Excellence in Concrete Pavement
2014—Construction
2011 – Site Paving
2010 – Municipal Streets and Intersections
2008 – Arterials and Collectors

INDIANA ENGINEERING EXCELLENCE AWARD

2013 - Special Projects

INDIANA EXCELLENCE IN CONSTRUCTION AWARD

2011- Excavation – Municipal
2004 - Excavation

INDIANA READY MIXED CONCRETE ASSOCIATION

2018 Concrete Achievement Award

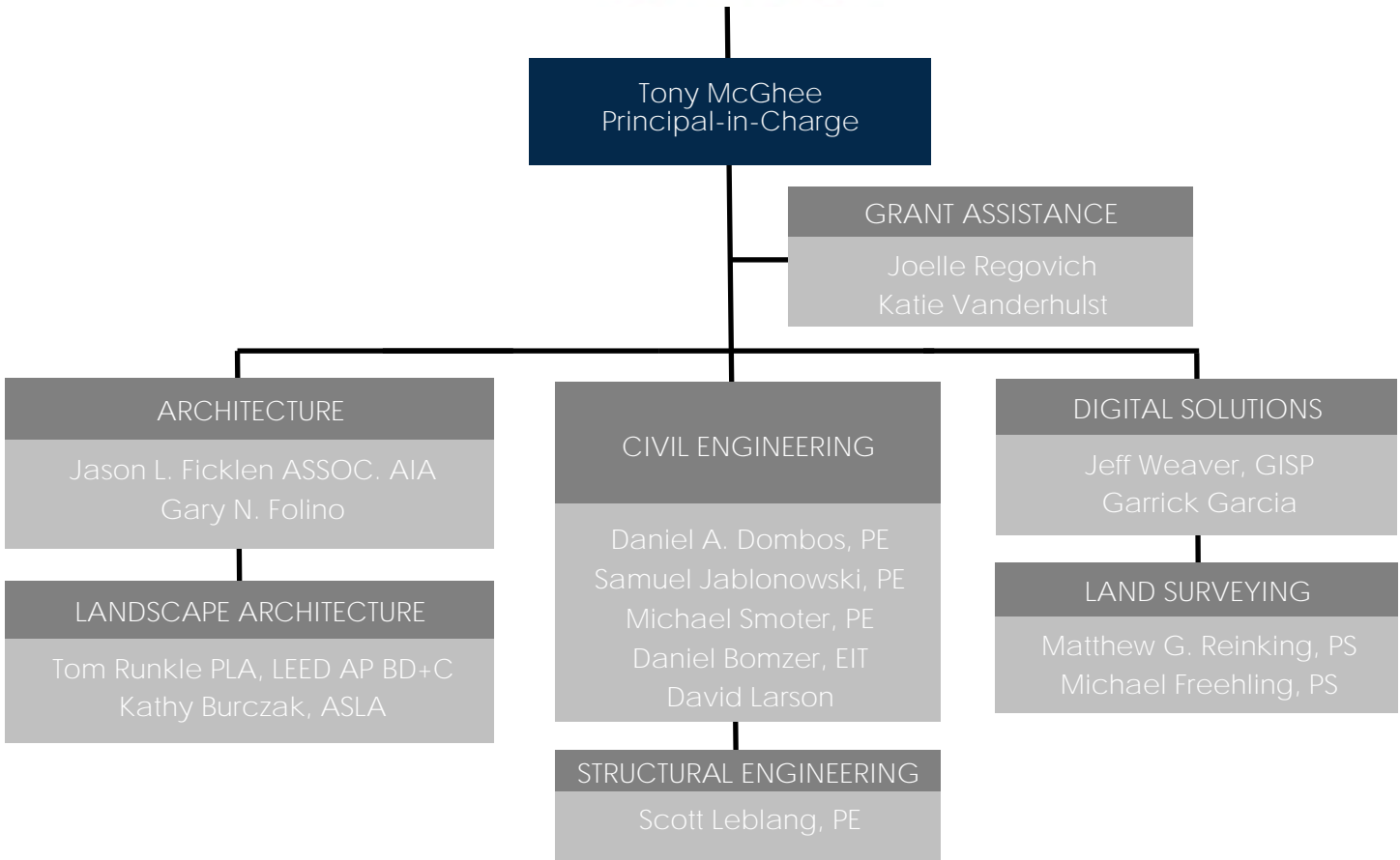
ASSOCIATED BUILDERS AND CONTRACTORS, INC., WISCONSIN CHAPTER

2003 Project of Distinction Award – Cedar River Marina Sitework



Management & Project Staff

Key staff members have been selected from the Abonmarche team to provide Professional Consulting Engineering Services to the Village of Decatur. This group will provide expertise on all the various disciplines necessary to ensure future community projects are completed successfully, on budget and on schedule. See ATTACHMENT B for full resumes.





In addition to having an industry recognized leader in the field of civil engineering at its disposal, there are benefits to the Village of Decatur in selecting Abonmarche as its engineer of record. First, staff does not need to worry about our staff “starting the meter” anytime we are called with a question or a request for assistance. An Engineer of Record relationship is a partnership; not one party selling services to the other. The Village can rest assured that they will not be billed for any work not agreed to before the work is undertaken. Following is an example of the in-kind services the Village of Decatur can rely on as a benefit of their Engineer of Record relationship with Abonmarche:

- 1) Grant application and administration services to secure funding for projects in the community.
- 2) Up to ten (10) hours of community and economic development consulting services each month to assist the Village with business/developer investment and project planning.
- 3) Abonmarche will work with Village staff to scope and develop cost estimates to be included in annual budgets and capital improvement plans. This helps staff develop a high level of confidence when providing costs for annual budgets to be reviewed and approved by the Village Council.

When undertaking a new project with the Village, once it has been scoped and cost estimated, the Village and Abonmarche will negotiate a fee for professional services that is fair to all parties. The proposed fee will then be presented to the Village Council for approval.

In short, we view ourselves as an extension of the Village staff and more a partner than a consultant. We do not differentiate between the Village’s success and the firm’s. We understand it is a partnership — one which can only be successful if the Village feels they are receiving value and creating impactful projects as a relationship between the two (2) entities. If selected to be the Village’s Engineer of Record, we do not look at the relationship as a transactional project-by-project relationship, but one where we are working together to assist Village staff guide projects along the process while helping the broader community look into the future, creating opportunities and mitigating risks.



Licensing

Following is an overview of the professional licenses held by Abonmarche staff:

- Professional Engineers: 21
- Licensed Surveyors: 9
- Licensed Architects: 3

Thirteen (13) of the individuals above are located in the two (2) offices that will be providing services to the Village of Decatur.

Qualifications

Abonmarche provides design, construction engineering, inspection and surveying services to MDOT on a regular basis. Below are the services Abonmarche is prequalified to perform for MDOT:

Design

- | | |
|---|-------------------------------|
| • Hydraulics I | • Roadway |
| • Traffic: CapaRCKC & Geometrics Analysis | • Roadway: Intermediate |
| • Traffic: Pavement Markings | • Traffic: Safety Studies |
| • Traffic: Signal | • Traffic: Signal Operations |
| • Traffic: Work Zone Maintenance of Traffic | • Utilities: Municipal |
| • Landscape Architecture | • Project Development Studies |

Construction Engineering

- | | |
|--------------|----------------------------------|
| • Assistance | • Bridges & Ancillary Structures |
| • Roadway | • Roadway - Local Agency Program |

Construction Inspection

- | | |
|----------------------------------|----------------------|
| • Bridges & Ancillary Structures | • Roadway |
| • HMA Pavement | • Traffic and Safety |
| • Office Technician | |

Construction Testing

- | | |
|--------------|-----------|
| • Aggregates | • Density |
| • Concrete | |

Surveying

- | | |
|------------------------|---------------|
| • Construction Staking | • Hydraulics |
| • Right of Way | • Road Design |

Compensation

Following is a summary of the standard billing rates for Abonmarche employees. Given the number and variety of municipal clients Abonmarche works with, we very much understand the need of communities to stretch every dollar given the limited resources in comparison to need. However, low cost does not always give a community the best value. Engineering costs represent a fractional amount of the lifetime costs of an infrastructure project. Abonmarche strives to give our clients the best fee possible for the work performed, and we are confident that we deliver our clients a significant value relative to costs.

Engineering	
Firm Principal	\$235-260
Senior Project Engineer/ Manager/ Group Director	\$170-200
Project Engineer / Project Manager	\$120-165
Staff Engineer	\$90-120
Landscape Architect	\$115-120
CADD Technician	\$70-105
Senior Construction Technician/Construction Technician/ Office Technician	\$65-105
Structural Engineer	\$140-150
Senior Urban Planner	\$120-140
Architecture	
Lead Architect	\$170-185
Senior Licensed Architect/Project Manager	\$140-150
Project Architect/Project Manager	\$115-140
Architectural Draftsman/Designer	\$92-115
Architectural Intern	\$75
Surveying	
Senior Surveyor/Project Manager/Group Director	\$120-140
Project Surveyor	\$110-130
Survey Crew Manager	\$105-115
Survey Crew Chief	\$80-105
Survey Technician	\$60-85
CADD Technician	\$70-90
One-Person Crew with Robotic Total Station	\$100
Auxiliary Services	
IT Support Technician/Manager	\$150-180
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	\$70-90
Development Services Professionals	\$100-180

References



Darwin Watson, City Manager (former Public Works Director for City of Benton Harbor—worked with in both capacities)

City of New Buffalo
224 West Buffalo Street
New Buffalo, MI 49117
269.469.1500

dwatson@cityofnewbuffalo.org

** 7 years of experience working with client as engineer of record



Brian Dissette, County Administrator
(former South Haven City Manager)

Berrien County
701 Main Street
St. Joseph, MI 49085
269.983.7111 Ext. 8601

bdissette@berriencounty.org

** 10 years of experience working with client



Kendra Gwin, Director of Transportation & Utilities

City of Portage
7900 S Westnedge Avenue
Portage, MI 49002
269.329.4422

gwink@portagemi.gov

** 20+ years of experience working with client



Attachment A

Project Experience Sheets



ARTS DISTRICT

BENTON HARBOR, MICHIGAN

Benton Harbor's Arts District was considered to be one of the City's greatest opportunities for revitalization within the heart of this economically and demographically challenged region. This project, was part of the State of Michigan's "Cool Cities" initiative, encompassing six city blocks, which were characterized by deteriorating infrastructure, crumbling buildings, and a number of environmentally sensitive areas. With minimal city funding available to address the neighborhood's issues, Cornerstone Alliance, the area's economic development entity, partnered with Abonmarche, the City of Benton Harbor, and state and federal agencies to plan, procure funding, and design and engineer the successful renovation of this vital area.

This project was an enormous success, leveraging the development of 20 new residential lofts, and the development of over 25,000 sq. ft. of commercial and retail space, which greatly added to the sustainability of existing investments in the neighborhood. Abonmarche was able to improve accessibility throughout the area by using sidewalk grades, rather than ramps, which can carry a stigma.

Today, the Benton Harbor Arts District has established itself as one of the most sought after neighborhoods in Berrien County where one can live, work, and play within an urban environment usually only found in major cities.



CLIENT

City of Benton Harbor

CONSTRUCTION COST

\$2.4 million

HIGHLIGHTS

- Economic Development
- Street & Utility Reconstruction
- Streetscape
- Non-motorized Facilities
- Multiple Federal and State Funding Sources





PIPESTONE STREET CORRIDOR RECONSTRUCTION PROJECT

BENTON HARBOR, MICHIGAN

In 2019, Abonmarche submitted an SRF project plan that identified \$12.7 million in projects to reconstruct roads and municipal utilities as part of EGLE's Clean Water and Drinking Water State Revolving Loan Program.

The Pipestone Corridor Reconstruction Project involves reconstruction of 4,410 feet of roadway and utility reconstruction on Pipestone, Michigan, Wall, and Highland Street. The projects include replacement of stormwater drainage, curbs and gutters, sidewalks and signage. In addition, the project includes full replacement of water main and water services as well as sanitary sewer and sanitary laterals. Pipestone Street will also receive new street lighting, streetscape improvements, and tree planting.

Abonmarche furnishes full-service construction administration, including field inspection, administration of project, and coordination with City and EGLE Staff to ensure compliance with contract documents and the SRF Program Requirements. Abonmarche provides weekly updates to City Manager and elected officials to ensure transparency and accountability in delivery of the project.

CLIENT

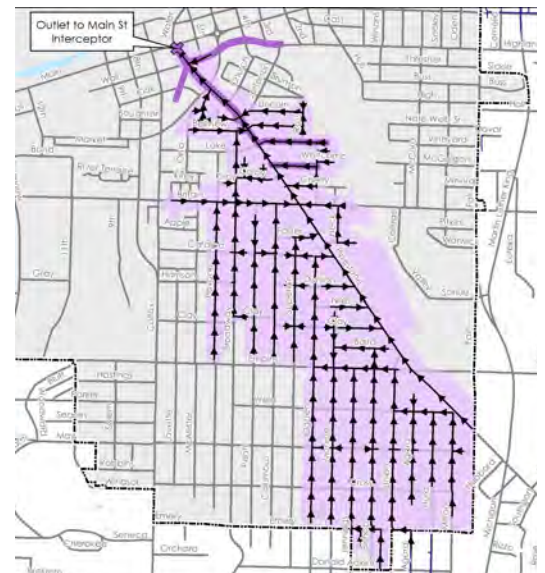
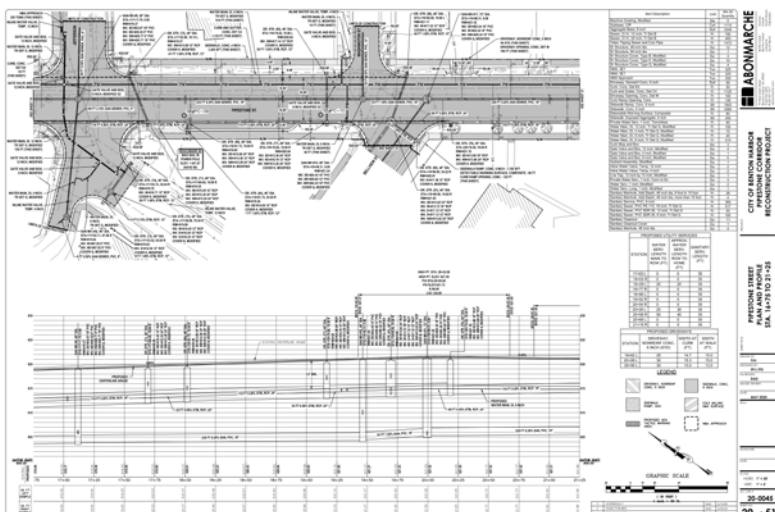
City of Benton Harbor

CONSTRUCTION COST

\$4.8 million

HIGHLIGHTS

- Roadway Reconstruction
- Storm Sewer
- Sanitary Sewer
- Water Main
- Pavement Marking and Signage
- Phased Traffic Maintenance
- Lighting and Photometric Analysis
- SRF Project Funding





MADISON, 5TH, 6TH & 7TH STREETS RECONSTRUCTION

GRAND HAVEN, MI

Abonmarche designed and oversaw the reconstruction of 1,618 feet of roadway on Madison Avenue, 5th, 6th, and 7th streets. This project included reconstruction of driveways and sidewalks within the road right-of-way, upgrades to the City's utility system, replacement of the storm sewer system, replacement of the water main and water services to homes and businesses within the project limits, and replacement of the sanitary sewer and service laterals. We designed a new sanitary sewer that relocated a major sanitary trunk sewer from beneath US-31 just south of the Grand River. This allowed better access to a critical component of the city's wastewater collection without the need to impede traffic on this busy stretch of State Trunkline.

The water table in this area was determined to be at four feet below the ground surface. This was likely the reason that water mains were constructed very shallowly in the past. Abonmarche's team was able to design the water and sewer improvements, including a dewatering system, to ensure proper burial depth. This also included buoyancy calculations to ensure the pipe wouldn't "float." As a result, the 24-inch sanitary trunk sewer was specified as concrete pipe.

CLIENT

City of Grand Haven

CONSTRUCTION COST

\$1,600,000

HIGHLIGHTS

- Road Reconstruction
- Stormwater Drainage
- Sanitary Sewer
- Water Main
- Traffic Maintenance/Detour
- Landscape Architecture
- Tree Plantings
- Extensive public outreach
- Contaminated Groundwater





SLUKA FIELD

GRAND HAVEN, MICHIGAN

This state funded parks project allowed for the demolition of an obsoleted restroom and storage building. It provides the 5.5 acres Sluka Field Park with a new ADA accessible building with restrooms, concession, storage spaces, and provision for a future covered viewing/score keeper's area for athletic events. Bathroom and concession amenities are designed to meet the principals of universal design to best accommodate all levels of user. Accessible walkways lead to the building and designated accessible parking spaces are placed within easy distance. The overall design allows for supporting infrastructure improvements to be added over time including upgraded water lines and sanitary sewer placement and tie in. This project creates a high use, much needed, appropriately sized and supported facility for the region.

CLIENT

City of Grand Haven

CONSTRUCTION COST

\$614,000

HIGHLIGHTS

- ADA Accessible
- Michigan Department of Natural Resources Trust Fund Grant
- Raised Barrier-free Viewing platform





LOCAL STREETS RESURFACING

GRAND HAVEN, MI

Since 2016, Abonmarche has worked with the City of Grand Haven to verify scope, prepare plans, and oversee construction of local street resurfacing program. Abonmarche assists the City with roadway priorities, recommended strategies for pavement preservation, and design of pedestrian facility upgrades for ADA compliance.

During construction, Abonmarche assists with preparation of Change Orders, Pay Requests and Project Closeout. Abonmarche staff has worked with the Department of Public Works to train City staff in the inspection of asphalt paving in order to self-perform field inspection, saving project costs and enabling more work to be accomplished within the City's budget.

CLIENT

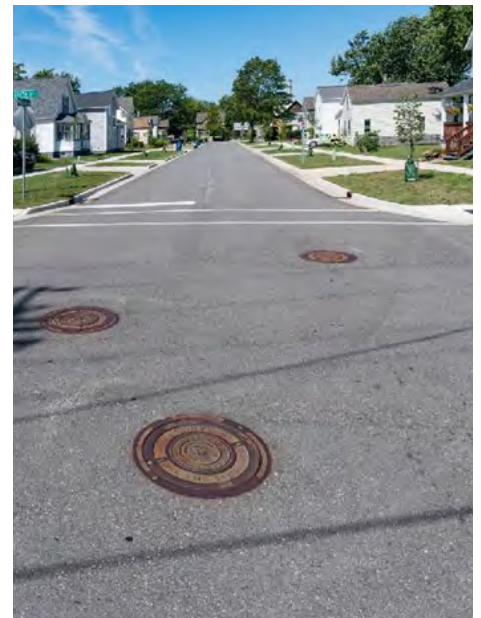
City of Grand Haven

CONSTRUCTION COST

\$2.5 Million (2016-2020)

HIGHLIGHTS

- Scope Verification
- Pavement Preservation Techniques
- Street Resurfacing
- Drainage Improvements
- Construction Administration





FAIRMOUNT PARK

KALAMAZOO, MICHIGAN

Abonmarche provided Master Plan development, specifications, and construction administration for a 10-acre park in the City of Kalamazoo that consists of open space and woodlands as well as a wooded ravine. Approximately three acres of the site was dedicated as a place for dogs to enjoy with their guardians. Abonmarche worked closely with the Dog Park Committee to develop a master plan for the park, which was located closest to the woodland. A passive recreation area with walkways, accessible picnic tables, benches, and landscaping was located closest to the residential area. The park contains an off-street parking lot with a rain garden. The dog park is located adjacent to the parking lot with an accessible walkway and landscaped entrance plaza that features donor brick insets. The dog park is fenced with 5-foot high color-coated chain-link fence on the woodland and parking lot side and a transparent mesh fabric on the passive and residential sides.

The dog park also contains a shade pavilion with accessible walkways, drinking fountains, agility course features, dog waste stations, seating areas, and landscaping. There is also a small dog area and a double gate system with key card activation.

CLIENT

City of Kalamazoo

CONSTRUCTION COST

\$216,000

HIGHLIGHTS

- ADA Accessible
- Rain Garden
- Key Card Gate System





SOUTH WESTNEDGE AVENUE CORRIDOR

PORTAGE, MICHIGAN

South Westnedge Avenue the City of Portage's main roadway, which sees 60,000 cars per day. The City has retained Abonmarche for a series of 4 major resurfacing/reconstruction projects undertaken between 2007 and 2020.

Tasks for these projects included surveying services, design engineering, permitting, utility coordination, right-of-way engineering, bidding phase services and construction administration and inspection. Important project aspects included the construction of boulevard islands, water main and storm sewer replacement, box culvert extension, traffic signal replacements and interconnection, extensive traffic maintenance plans, landscaping and irrigation, and individual site plan improvements for properties to facilitate access management and property acquisition.

The projects utilized part-width construction to maintain through traffic as well as maintaining turn lanes and efficiency at signalized intersections, as well as providing access to local businesses. Driveways were maintained with temporary gravel daily to provide uninterrupted access to local businesses.

CLIENT

City of Portage

CONSTRUCTION COST

\$3.2 million (2007)

\$2.8 million (2015)

\$1.7 million (2018)

\$2.85 million (2020)

HIGHLIGHTS

- Pavement Reconstruction
- Boulevard Construction
- Water Main
- Storm Sewer
- Pavement Marking & Signage
- Traffic Maintenance
- Traffic Signal Upgrades and Fiber Optic Networking





PORTAGE NON-MOTORIZED TRAILS

PORTAGE, MICHIGAN

Abonmarche designed and provided construction administration for a series of non-motorized bikeway and pedestrian trails for the City of Portage in Michigan. Among the projects are:

- Milham Avenue Bikeway - a recreational path connecting commercial, industrial and school areas with easy access to other existing trail systems.
- Northwest Portage Bikeway - a two-mile recreational path traversing neighborhood areas with linkages to the commercial district, including the Crossroads Mall. The trail crosses Oakland Drive, a major thoroughfare in the City, with the use of flashers and a raised median to protect cyclists.
- Lovers Lane Bikeway Trail - a multi-use, 1-mile path connecting residential, commercial, parkland, tourist and industrial areas.
- Shaver Road Bikeway – over two miles of bike path was constructed along with this 5-lane boulevard roadway.
- Romance Road Bikeway - extending a 5-lane boulevard roadway in Portage through Pharmacia property included creating this new non-motorized bike path.
- Northwest Portage Bikeway Extensions - Featured 10' wide non-motorized trail, signalized crossing of Constitution Blvd., easements, TEA grant assistance, and coordination with Consumers Energy.
- Abonmarche worked with the City to obtain MDOT and TEA grants to assist with project costs.

CLIENT

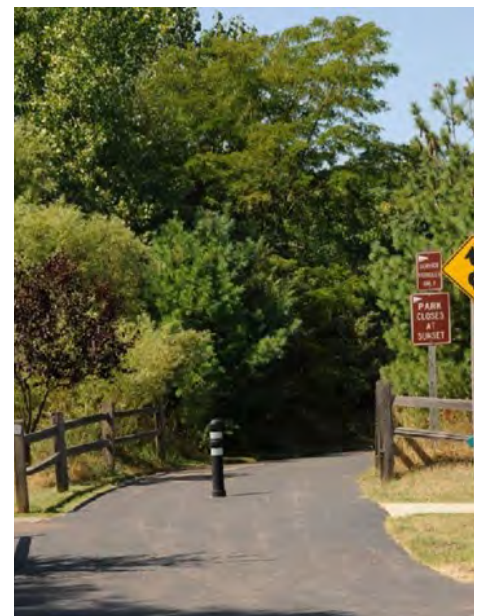
City of Portage

CONSTRUCTION COST

\$4.4 million

HIGHLIGHTS

- Utility Repairs & Improvements
- Sidewalks Designed to Increase Pedestrian Traffic
- Ramps and Sitting Walls
- Creation of a Commerce-Friendly Environment





ZYLMAN AVENUE RECONSTRUCTION

PORTAGE, MICHIGAN

When the City of Portage was awarded State Transportation funding to transform Zylman Avenue, they hired Abonmarche to undertake the design and construction administration that would reinvent this segment of roadway. The project brought a new look and a “Complete Street” mindset to this critical link near Stryker Corporation’s Headquarters. The design involved expansion of the existing roadway, including a 64-foot boulevard, a modern roundabout, a 10-foot non-motorized path, and additional transportation improvements.

The new and larger roadway would generate 60% more runoff than the previous 2-lane section. Due to its proximity to wetlands and surface water, storm water management was a high priority. Abonmarche engineers designed a subsurface infiltration system, with special environmental baffles to capture and retain pollutants and prevent them from impacting the groundwater quality. Abonmarche also designed utility relocations to adapt existing water and sanitary infrastructure to the new roadway layout.

In addition to the many municipal infrastructure objectives, the project afforded the opportunity to relocate existing utilities underground. The new corridor has a more open and inviting appearance as well as a non-motorized trail that will link current and future inter-municipal trail networks serving the city and nearby communities.

CLIENT

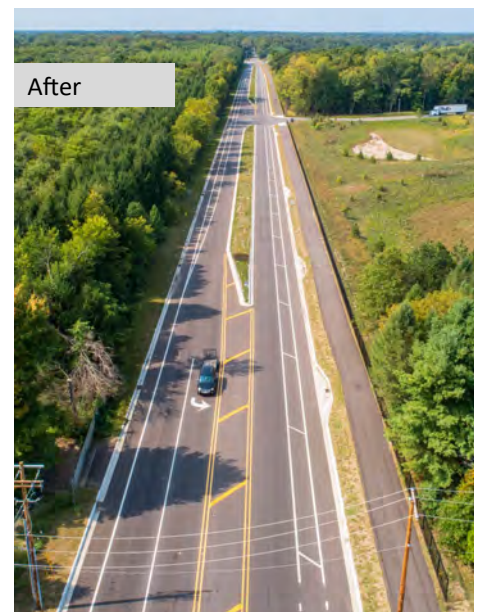
City of Portage

CONSTRUCTION COST

\$3.5 million

HIGHLIGHTS

- Roadway Reconstruction
- Stormwater Drainage
- Sanitary Sewer / Force Main
- Traffic Signal Adjustments
- Water Main
- Modern Roundabout Design
- Economic Development
- Landscape Architecture
- Native Plantings
- Low-Impact Development
- Non-Motorized Path





PORTAGE — LAKEVIEW SAFETY PROJECT

PORTAGE, MICHIGAN

Prior to 2017, the City of Portage identified a problem at the intersection of Lakeview Drive and Portage Road. A 5-year crash history showed a pattern of crashes for drivers exiting Lakeview Drive. 60% of crashes involved injuries. The severity of crashes and the lack of adequate sight distance resulted in a traffic control order prohibiting eastbound left turns from Lakeview Drive. After receiving a Highway Safety Improvement Program Grant, Portage hired Abonmarche to design a solution.

Abonmarche studied alternatives, including removal of the intersection and a single lane roundabout. Ultimately, the team selected a solution involving realignment and raising the grade of the Lakeview Drive Approach to provide improved sight distance for eastbound traffic. Improved roadway geometry and safety permitted the construction of new residential development immediately south of the project.

As development plans progressed, more features were added to the Portage-Lakeview Safety Project. Eventually, the design incorporated a new sidewalk to facilitate pedestrian access, a 300 foot long by 7 foot tall mechanically stabilized earth retaining wall, along with safety fencing, guardrail, sanitary sewerage, water main, and low-maintenance surfacing. The completed project incorporates a breadth of components that would typically be seen on much larger projects.

CLIENT

City of Portage

COST

\$536,000

HIGHLIGHTS

- Road Construction
- Improved Site Distance & Safety
- Geometric Design
- Segmental Retaining Wall
- Subsurface Stormwater Detention
- Water Main
- Sanitary Sewer
- Revised Traffic Control
- Traffic Maintenance Plan





RIVERFRONT PLAZA

ALLEGAN, MI

Abonmarche worked with the City of Allegan to redevelop an underutilized municipal parking lot along the community's riverfront, the now riverfront plaza area is located between picturesque historic buildings of the downtown and the Kalamazoo River. During the planning stages of the project, Abonmarche facilitated many public meetings to solicit community input for the project, and answer their questions.

Abonmarche assisted Allegan with securing almost \$1 million in grant funding for the riverfront project. Visitors can access the riverfront plaza area via the downtown sidewalks, by car, or they can use the universally accessible canoe and kayak launch area for paddlers on the Kalamazoo River as a place to pull up to eat and shop.

The redeveloped riverfront has become a gathering place for community members as a place for recreation and entertainment. The riverfront area hosts many festivals and events during the year. The investment made by the City has resulted in significant real estate investment creating several new businesses and jobs.

CLIENT

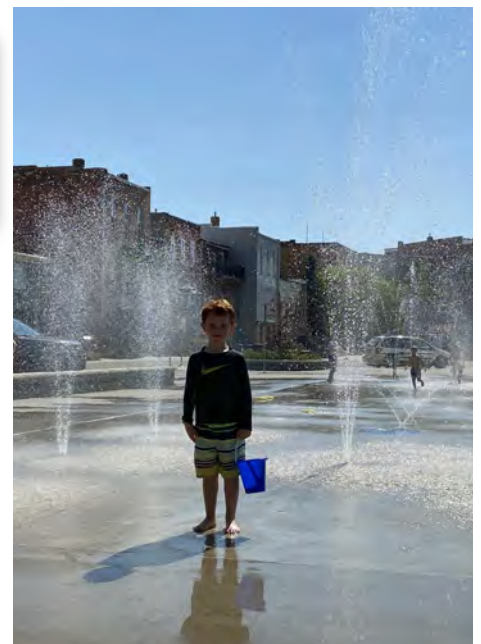
City of Allegan

CONSTRUCTION COST

\$1,650,000

HIGHLIGHTS

- Performance Stage/Pavilion
- Grant Development
- Splash Pad
- Canoe/Kayak Launch
- Food Truck Parking Area
- Zip Line over the Kalamazoo River
- Community Fire Pit





MAIN STREET TRAFFIC SIGNALS

NILES, MICHIGAN

The City of Niles was required to update two Main Street traffic signals as part of MDOT's turning the street over to the City. Abonmarche was retained to provide survey, design and construction phase service for these traffic signal improvements. The project included box-span traffic signal configurations, LED traffic signals, black poles, signals and hardware to match existing streetscape amenities. Existing brick pavers and stamped concrete were preserved.

CLIENT

City of Niles

CONSTRUCTION COST

\$215,000

HIGHLIGHTS

- Black Powder-coated Strain Poles
- Signal Heads
- Controller Cabinet
- Brackets and Hardware





LANGLEY AVENUE RECONSTRUCTION

ST. JOSEPH, MICHIGAN

Replacement of aging infrastructure on Langley Avenue from Niles to Pearl Street. Sanitary sewer and service replacement due to condition and elimination inflow and infiltration concerns. Water Main replacement to increase reliability and fire flows. Water Service replacement to improve service and adhere to State Lead and Copper requirements. Extensive storm improvements to treat stormwater and improve conveyance. Non-motorized path installation and parking reduction to adhere to City Non-motorized facility plans and per City resident comments on design alternative drawings presented during the public engagement process.

Successfully replacing all noted utilities including elimination of inactive services and replacement of all lead service lines throughout the project. New 10-ft non-motorized concrete path installed along western project length to meet non-motorized planning goals. Safety improvements installed including new blinker crosswalk signs at Orchard, curve profiling near the project midpoint, new pavement markings and signage throughout. Narrowing of roadway to eliminate excessive parking and help reduce roadway impervious area to manage storm water flows in the area.

CLIENT

City of St. Joseph

CONSTRUCTION COST

\$4.4 million

HIGHLIGHTS

- Replacement of existing water mains and sanitary sewers
- Extensive upgrades to the storm system including new stormwater treatment structures
- New roadway geometrics including dedicated parking pockets and non-motorized path
- Numerous safety improvements: Blinker Signs, Marking Upgrades, Curve Adjustments





SILVER BEACH CENTER

ST. JOSEPH, MICHIGAN

Abonmarche was retained to serve many roles on the project including Project Manager, Civil Engineer, Surveyor, Architect of Record, Landscape Architect, and Construction Administrator. With the guidance of 25-member stakeholder committee, we created and delivered a complex project in a difficult location on time and on budget.

The Silver Beach Center included a striking and extremely popular 150 foot diameter interactive fountain with a splash pad incorporating 40 separate colors of concrete. The project also recreated Silver Beach's history with a wooden carousel, Shadowland Ballroom, and Curious Kids Museum Annex. Sustainable design features included a green roof, native plantings to reduce the need for irrigation, special windows, as well as the first storm water quality unit used in the St. Joseph area.

CLIENT

City of St. Joseph

CONSTRUCTION COST

\$20 million

HIGHLIGHTS

- 150' Diameter, Interactive Fountain
- Children's Museum Entertainment Complex Outdoor Cafe
- Numerous "Green" Design Features
- Sewer Separation Project





WALLACE AVENUE RECONSTRUCTION

ST. JOSEPH, MICHIGAN

Wallace Avenue was reconstructed between South State Street and Lakeshore Drive. The project was partially funded with MDOT STP and EGLE DWRF funds. Project components included complete replacement of sanitary sewer between Lakeview and Lakeshore Drive (which was 16' deep), sanitary sewer lining between S. State and Lakeview, upsizing water main to 12" ductile iron, storm sewer including in-line storage and a storm water treatment unit, pavement replacement, and addition of a 10' off-road non-motorized path.

The project included an extensive public participation phase due to elimination of on-street parking and potential impacts to cherished sycamore trees. Since the project is located adjacent to St. Joseph High School, the construction had to be completed in a short window of time from when school got out for the summer and Labor Day.

CLIENT

City of St. Joseph

CONSTRUCTION COST

\$1.3 million

HIGHLIGHTS

- Deep sanitary sewer
- Replacement of lead water services
- Storm water storage and treatment
- Sanitary sewer lining
- Non-motorized path
- Extensive Public participation





CALHOUN COUNTY ADMINISTRATION BUILDING

MARSHALL, MICHIGAN

The Calhoun County Administration Building lacked adequate visitor parking near its main entrance only offering on street parking which was in high demand in downtown Marshall. The demolition of the original county jail behind the administration building created the opportunity address the situation. Abonmarche was selected to use this newly available space to create a new main entrance for the facility with direct, accessible parking as well as create a park-like setting on the site for employees, visitors and the surrounding neighborhood.

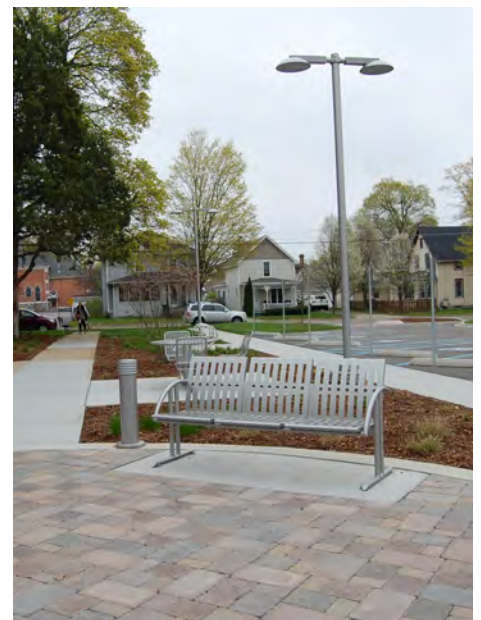
The County Seat's new courtyard entrance and parking accomplished all of the intended goals. Numerous public seating and gathering spaces are being developed to accommodate all users in a beautiful park like setting. Abonmarche secured a grant from the State of Michigan for the County to include sculptural elements incorporated to establish a public art culture. This project was the recipient of the 2019 Community Landscape Beautification Award from the Michigan Nursery and Landscape Association.

CLIENT

Calhoun County

HIGHLIGHTS

- Master Planning
- Community Plaza
- Public Art
- Gathering Space & Gardens
- Parking Lot
- New Main Building Entrance





RIVERSIDE KAYAK PARK DEVELOPMENT

HAGAR TOWNSHIP, MICHIGAN

For years, Hagar Township had been sharing fire and emergency services with other nearby small towns and townships. When the decision was made to build their own fire station, Abonmarche was contracted to design and provide construction administration for the project. The \$600,000 building encompasses a 6,740-square-foot facility, with four double-depth drive through apparatus bays, a training/meeting room and a support kitchen. The building was built with a highly insulated envelope and radiant floor heating to keep the space protected from the cold winds off Lake Michigan.

Abonmarche also designed \$350,000 in renovations to the Hagar Township Hall.

CLIENT

Hagar Township

CONSTRUCTION COST

\$ 631.433

CONSTRUCTION COST

ADA Accessible Kayak Launch
Parking
Pit Toilet Restrooms
Park Pavilion Shelter
Lighting
Boardwalk
Recycle/Trash Containers
Landscaping
Public Engagement
Grant Funding





LOCAL STREETS RECONSTRUCTION PROJECTS

PORTAGE, MI

Since 2016, Abonmarche has worked with the City of Portage to scope, design, and administer construction of its annual local street reconstruction projects. In addition to resurfacing or reclamation of roadway surface, Portage's program addresses drainage issues, settled curb, sidewalk extension and ADA upgrades, removal of non-conforming improvements, storm sewer repairs, sanitary sewer extension, and water main replacement.

Because of the size and detailed scope of these projects, Abonmarche has employed several unique technologies and processes to collect existing conditions data in sufficient detail to address all the objectives associated with these projects. Abonmarche surveys the project area using a hybrid drone-conventional survey to develop detailed topographic base files and high-resolution photographic reference images. Following rain events, Abonmarche staff conducts a video survey to identify drainage defects and evaluate existing pavement for recommendation of resurfacing or reconstruction. During construction, Abonmarche staff conducted field inspection, tracking pay items per street, processing pay requests, change orders, and project closeout.

CLIENT

City of Portage

CONSTRUCTION COST

\$1.6 million (2016)

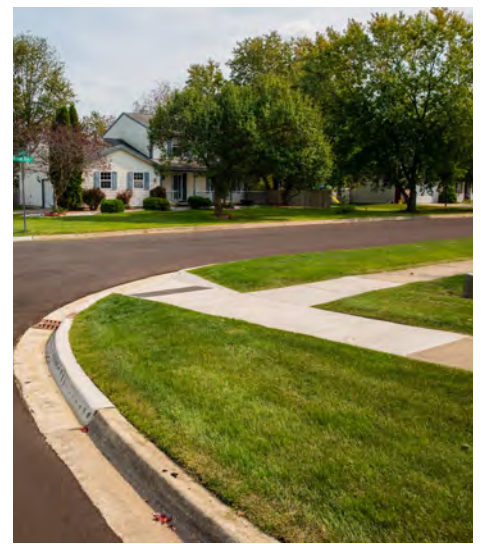
\$1.03 million (2017)

\$2.6 million (2018)

\$1.79 million (2019)

HIGHLIGHTS

- Scope Verification
- Roadway Resurfacing and Reconstruction
- Storm Sewer
- Sanitary Sewer
- Water Main
- Pavement Marking
- Traffic Maintenance Plans





SPENCER PARK

DEMOTTE, INDIANA

Abonmarche provided planning and engineering services to the Town of DeMotte to assist the long term growth and sustainability of the town. These services included evaluations of existing utilities, identification of potential residential, commercial and industrial growth areas, zoning assistance, development of a Downtown Improvement Plan, review and input on the Parks Master Plan, studies of pedestrian connectivity, and funding research and procurement to support the planned improvements. As a result of these services, the town now has a new 1.5-mile non-motorized trail that enhances connectivity between the downtown and outlying areas, a Safe Routes to School grant procured by Abonmarche for 0.9 miles of new sidewalk, a Downtown Revitalization Plan, and a new Parks Master Plan. In addition, Abonmarche completed sanitary and storm sewer studies, a wastewater treatment plant expansion design, and provided environmental reports and engineering for the creation of a municipal water utility district. We then secured \$3.68 million in grants for the \$12 million project. Planning and engineering services are expected to help DeMotte reach its goals for long-term sustainability and planned growth.

CLIENT

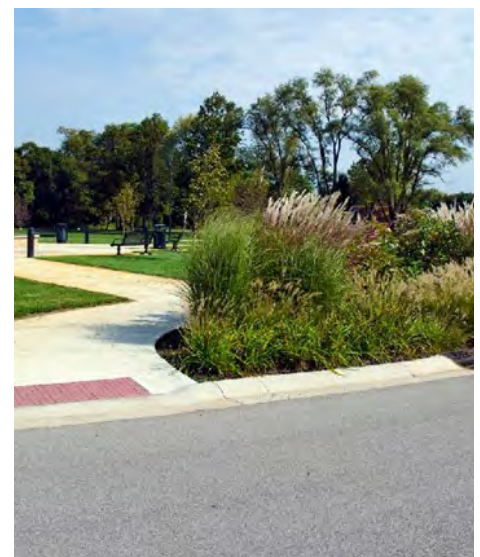
Town of DeMotte

CONSTRUCTION COST

\$12 million

HIGHLIGHTS

- Master Planning & Land Use Planning
- Grant Procurement
- Environmental Studies
- Downtown Improvement Plan
- Non-Motorized Trails
- New Water Utilities
- Park Landscape Design
- Lift Station Improvements
- New Sidewalks





ST. JOSEPH HARBOR WATER MOBILITY—STATION 3

ST. JOSEPH, MICHIGAN

Along the north, south and east frontages of the St. Joseph River, Berrien County sought to create four watercraft access and mooring stations. These stations are located proximate to the federally maintained St. Joseph River Harbor, the principle private recreational marinas within the harbor basin, the newly constructed Harbor Shores Redevelopment Project, and the Whirlpool Corporation North American Headquarters campus. Station 3 included the upland park improvements within the Berrien County riverfront property.

Abonmarche, in partnership with Berrien County, Cornerstone Alliance, the St. Joseph Improvements Association, and the State of Michigan, created an upland plan for Station 3 of the St. Joseph Harbor Mobility Project. The Abonmarche team provided concept development, local permitting/approval gathering, renderings, survey, construction document preparation, bidding, and construction administration. The new space has become an eye-catching gathering space, featuring connections to public walkways, a colored concrete plaza space, benches, shade canopy, and landscape improvements.

CLIENT

Berrien County

CONSTRUCTION COST

\$65,000

HIGHLIGHTS

- Grant Funding
- State/Federal Funding





HARBOR SHORES DEVELOPMENT

BENTON HARBOR, MICHIGAN

Abonmarche has been a lead consultant for the planning, design, and construction for the Harbor Shores Development since its inception in 2003. Harbor Shores is a 530-acre, mixed-use development anchored by a Jack Nicklaus Signature golf course. After removal of over 100,000 tons of contaminated debris and soils from the development area, Abonmarche was actively involved with planning, park mitigation, and improvement, permitting, surveying, and engineering design for the first \$89 million in public infrastructure. In addition to providing design and construction administration for the golf course and other related site development improvements, Abonmarche provided structural design for all of the bridges along the golf course. These included both the boardwalk bridges and the larger structures crossing the river. Abonmarche staff also managed significant portions of the site acquisition and public appeal process.

This project was awarded the American Council of Engineering Companies/Michigan 2012 Merit Award as well as the American Public Works Association/Michigan – 2011 Public Works Project of the Year, Quality of Life category.

CLIENT

Harbor Shores Development

CONSTRUCTION COST

\$500 million

HIGHLIGHTS

- Brownfield Redevelopment
- Extensive Public Process
- Land Use Planning
- Construction Management





Attachment B

Project Team Resumes



EDUCATION

Western Michigan University
Bachelor of Science,
Political Science

Western Michigan University
Master of Public Administration

COMMUNITY ENGAGEMENT

State of Michigan, Board of
Architects, Appointed by
Governor Whitmer; 2021 -
present

Guardian Finance and
Advocacy Services; Board of
Directors; 2020 - present

AWARDS

2019 Community Service Award
- Michigan Recreation & Parks
Association

TONY MCGHEE

VICE PRESIDENT OF DEVELOPMENT SERVICES

Chances are Tony has been sitting in the same seat you are today. Tony joined Abonmarche after almost two decades managing and consulting on developments for municipal and non-governmental organizations having hired hundreds of engineers and architects. This experience uniquely positions him to understand the needs and expectations of our clients and gives him the foresight to anticipate project needs from a client perspective.

Tony is a community and economic development professional with a track record of supporting sustainable development in communities via the utilization of real estate development and planning strategies throughout the country with experience in housing development, facility development, economic development, regulatory compliance, community development, and project management. Since joining Abonmarche in 2010, Tony has focused on assisting clients in planning development projects, securing approvals, and locating and acquiring project funding.

During his career, he has had a lead role in the development and/or financial structuring for over 5,000 units of new or rehabilitated housing; one million sq. ft. of industrial and commercial space; the creation or retention of over 1,000 jobs; as well as several significant redevelopment initiatives.

PRIOR EXPERIENCE:

THE WATER STREET GROUP

PRINCIPAL 2009-2010

Specialized consulting for developers and governmental units on development planning and regulatory issues.

CORNERSTONE ALLIANCE

VICE PRESIDENT OF PHYSICAL DEVELOPMENT 2004-2009

Responsible for the overall operations of the organization's physical development activities which are geared to changing market dynamics and inducing new private sector investment in an effort to create wealth in the communities served through the increase in tax base and the creation of economic opportunities for local residents.

LOCAL INITIATIVES SUPPORT CORPORATION

PROGRAM DIRECTOR 1998-2004

LISC helps resident-led, community-based development organizations transform distressed communities and neighborhoods by providing capital, technical expertise, training, and information. LISC supports the development of local leadership and the creation of affordable housing, commercial, industrial and community facilities, businesses and jobs.

CITY OF KALAMAZOO

COMMUNITY DEVELOPMENT MANAGER 1994 - 1998

Charged with managing and encouraging community development activities in the community with a focus on housing development and neighborhood sustainability.



JOELLE REGOVICH

GRANT ADMINISTRATOR

Joelle performs work related to grant seeking, grant writing, and grant administration. She actively researches and identifies relevant grant opportunities that support client projects. Working in collaboration with the client, Joelle prepares information necessary to write a compelling grant. Upon grant award, she oversees grant compliance throughout the project. Joelle understands the impact that grants can have on communities and works diligently and tirelessly to secure funding opportunities that facilitate client needs into realities.

AREAS OF EXPERTISE:

EDUCATION

University of Notre Dame
Bachelor of Arts, English

COMMUNITY INVOLVEMENT

Southshore Concert Band,
Board President

Southwest Michigan Symphony
Orchestra—Lake Michigan
Youth Orchestra Coordinator

CERTIFICATIONS

Certified Grant Administrator

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

Joelle has assisted various municipalities in seeking funds from MDNR, strengthening content that will lead to funding and providing administrative support after award. MDNR programs include Waterways, Land and Water Conservation Fund, Michigan Natural Resources Trust Fund and Recreation Passport.

- South Haven Area Recreation Authority
- City of South Haven
- St. Joseph Charter Township
- City of New Buffalo

USDA RURAL BUSINESS DEVELOPMENT GRANT

Joelle has worked with various communities to prepare, submit, and administer rural business development grants.

- Benton Harbor, MI—Farmers Market Pavilion
- Village of Paw Paw, MI—Streetscape Improvements
- Three Oaks, MI—Chamberlain Path

MICHIGAN COASTAL MANAGEMENT PROGRAM

Joelle has prepared a variety of awarded grants for communities through the Michigan Coastal Management Program

- City of Bridgman - Weko Beach Dune Stabilization
- City of Grand Haven - Entrance Light Restoration

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

Joelle has worked with various MEDC programs for several communities.

- City of Stanton—CDBG Infrastructure Project—Certified Grant Administrator
- City of Grand Haven - Infrastructure Capacity Enhancement (ICE) Grant
- Village of Paw Paw—Community Development Block Grant—Streetscape
- City of South Haven - Community Development Block Grant (CDBG)

MICHIGAN STATE HISTORIC PRESERVATION OFFICE

Joelle has prepared and received grant funding to restore lighthouses through the Michigan Lighthouse Assistance Program.

- South Haven Lighthouse—Exterior Paint Project
- Grand Haven Lighthouse—Window Replacement Project

MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS

Joelle has prepared a variety of awarded grants for different MCACA programs. She also served as a grant reviewer for the Capital Improvement Program.



EDUCATION

Western Michigan University
Bachelor of Arts, English

CERTIFICATIONS

Certified Grant Administrator

KATIE VANDERHULST

BUSINESS DEVELOPMENT SPECIALIST

Katie provides support to our Business Development Department. This means she wears many hats — from assisting in grant seeking and writing, to coordinating the preparation and submission of proposals, to facilitating communication between our team and clients, Katie assists the Business Development team in ensuring timely and consistent delivery of core company services to its clients and investors.

As an English graduate from Western Michigan University, Katie has the necessary skills to conduct in-depth research on relevant topics that help **support our projects' success, create exceptional written content for any** necessary documentation, and ensure the quality of our reports meet expectations. She is also a Certified Grant Administrator for CDBG programs, and has secured / administered over \$7 million dollars in grant funding opportunities for several of our clients.

AREAS OF EXPERTISE:

GRANT WRITING & ADMINISTRATION

Katie performs work related to grant seeking, grant writing, and grant administration. She helps identify the grant funding needs of our clients and actively researches and identifies funding opportunities. Katie then coordinates with the client to gather the required information to write a compelling grant. Once a project is awarded, Katie assists with the administration of the grant.

Katie has worked with various municipal and private clients to prepare, submit, and help administer grants through numerous funding agencies, including:

- USDA Rural Business Development
- Michigan Department of Natural Resources
- Michigan Department of Transportation
- Michigan Economic Development Corporation
- U.S. Economic Development Administration

PROJECT DEVELOPMENT & COORDINATION

Katie helps prioritize, plan and coordinate project development activities according to client requirements. She works alongside project managers, engineers and architects to produce quality documentation including memos, proposals, and reports.

Katie has provided support for the success of numerous Abonmarche projects, including:

- MEC Southwest Michigan Advanced Research & Technology (SMART) Park
- City of Allegan Downtown Development Projects
- City of New Buffalo Municipal Marina Design



EDUCATION

Andrews University
Masters of Architecture

Bachelors of Science,
Architecture

PROFESSIONAL AFFILIATIONS

American Institute of
Architects, Southwest
Michigan Chapter - Associate
Member since 2018

JASON L. FICKLEN SR., ASSOC. AIA

ARCHITECTURAL DESIGNER

Jason is extremely skilled at creating detailed construction documents, exciting visual and physical presentations, and works closely with owners and construction managers to exceed client expectations while meeting strict deadlines.

AREAS OF EXPERTISE:

MEDICAL

- Glomax Medical Building, Benton Harbor, MI
- Royalton Memory Care, Royalton, MI
- Lakeland Hospital Watervliet Parcourse, Watervliet, MI
- Spectrum Health Trauma Clinic, Grand Rapids, MI

ECCLESIASTICAL

- Sacred Heart Catholic Church, Fellowship Hall Addition, LaPorte, IN

COMMERCIAL

- Hesston Steam Museum, Ice Cream Parlor, Hesston, IN
- Sacred Heart Catholic Church, Fellowship Hall Addition, LaPorte, IN
- Long Beach Country Club, Halfway House, Long Beach, IN
- Port Authority, Michigan City, IN
- Fish Cleaning Station, South Haven, MI
- Mixed Use Master Plan, Angola, IN
- Memorial Library, South Haven, MI
- Reith Riley Office Expansion, IN
- Great Lakes Capital Master Plan
- Community Center, DeMotte, IN
- Berkshire Hathaway Real Estate Office renovations
- Liberty Hyde Bailey Museum, South Haven, MI
- State of Michigan Welcome Center, New Buffalo, MI

COLLEGE AND UNIVERSITY

- Southwestern Michigan College Health Education Building

MULTI-FAMILY AND RESIDENTIAL

- Goldenrod College Ave. Campus, Goshen, IN
- Anabaptist Mennonite Biblical Seminary - Residential Master Plan, Elkhart, IN
- Hawks Building, Goshen, IN
- River Arts Building, Goshen IN

BRIDGES

- State Road 19, Elkhart, IN
- County Road 17, Elkhart, IN



EDUCATION

Phoenix Institute of
Technology, Architectural
Drafting & Design

GARY N. FOLINO

ARCHITECTURAL PROJECT COORDINATOR

Gary has 35 years of experience working in the architectural field. Gary's main focus is Project Coordination, which allows him to follow a project from the Design Phase, into Construction Documents, Specifications and Bidding, through the Construction Phase to Project Closeout.

PROJECT EXPERIENCE:

MEDICAL

- Michiana Regional Sleep Disorder Center, St. Joseph Township, MI
- Riverwood Center Building Renovations, Benton Harbor, MI
- Spectrum 221 Michigan Bldg. , Grand Rapids, MI
- Spectrum Multi-disciplinary Trauma Clinic
- Spectrum Health Blodgett Hospital
- Spectrum 35 Michigan Avenue, Grand Rapids, MI
- Zeeland Hospital, Zeeland, MI
- Butterworth Hospital, MI
- Niles Dental, Niles, MI

COMMERCIAL

- Boys & Girls Club Youth Campus & Teen Center, Benton Harbor, MI
- St. Joseph United Way Building Addition, St. Joseph, MI
- Dune Harbor Yacht Club & Restaurant, Portage, IN
- Iron Shoe Distillery, Niles, MI

EDUCATIONAL

- Media Center, St. Joseph Public Schools, St. Joseph, MI
- Administrative Offices, Benton Harbor Schools, MI
- Classroom Renovations, Lakeshore School District, Stevensville, MI
- High School STEAM building & Site Renovations, New Buffalo, MI

MUNICIPAL

- City of Benton Harbor, MI
 - City Hall & Police Station Renovations
 - Water Treatment Plant Addition & Renovations
 - Department of Public Works Addition
- City of St. Joseph, MI
 - New City Hall & Fire Station
 - Silver Beach Carousel, Shadowland Ballroom & Kids Museum Project
- City of South Haven, MI
 - Memorial Library
 - Renovations to City Hall
 - Renovations & Additions to the Public Safety Building
- Berrien County
 - Friend of the Court Entrance, Berrien County Courthouse
- Lake Township Public Safety Building, Bridgman & Baroda, MI
- Fire Stations for Hagar Township, MI and Hebron, IN



EDUCATION

Ball State University
Bachelor of Landscape
Architecture, Minor in
Sustainable Land Systems

REGISTRATION

Professional Landscape
Architect
Licensed:
Michigan and Indiana

LEED Accredited Professional
in Building Design and
Construction - U.S. Green
Building Council

Healthcare Garden Design
Certificate of Merit - Chicago
Botanic Garden

TOM RUNKLE, PLA, LEED AP BD+C

LANDSCAPE ARCHITECT

Tom has over 18 years of experience in landscape architecture as a designer, project manager, and construction administrator. He has worked with public and private clientele in the commercial real estate development, education, multifamily residential, parks and recreation, healthcare, senior living, municipal, and transportation industries. Tom approaches projects holistically; balancing client needs, creative design solutions, budgets, and constructability with each respective project solution.

AREAS OF EXPERTISE:

MUNICIPAL PARKS, STREETSCAPES, TRANSIT, AND PLACEMAKING

- New Buffalo Waterfront Master Plan, New Buffalo, MI
- New Buffalo Dune Walk Reconstruction Project, New Buffalo, MI (in-process)
- Evergreen Park Master Plan, Portage, IN
- Harbert Community Park Phase 1B Improvements, Chikaming Township, MI (in-process)
- Dickinson Park Ball Field Renovation Master Plan, St. Joseph, MI
- Center Street Reconstruction, South Haven, MI
- St Joseph River Water Taxi Station 3, St. Joseph, MI
- Angola Downtown Streetscape and Public Square Improvements, Angola, IN *
- Riverside Drive Promenade, Elgin, IL *
- 22nd Street Median Improvements, Oak Brook, IL *
- Veterans Memorial Park, Glendale Heights, IL *
- Lake Manor Park, Addison, IL *
- Prairie Lakes Park Expansion, Des Plaines, IL *

COMMERCIAL, CORPORATE, AND MULTI-FAMILY RESIDENTIAL REAL ESTATE DEVELOPMENT

- Lansing Redevelopment Ready Community Site Development Planning, Lansing, MI
- Geneva Commons Amenity Area, Geneva, IL *
- Chicago Premium Outlets Expansion, Aurora, IL *
- LaGrange Road Commercial Development, Orland Park, IL *
- Navistar World Headquarters, Lisle, IL *
- Elk Grove Technology Park, Elk Grove, IL *
- Tapestry Naperville Apartments, Naperville, IL *
- Elan Yorktown Apartments, Lombard, IL *
- Village Place Apartments, Romeoville, IL *
- Montgomery Place Apartments, Montgomery, IL *

HEALTHCARE AND SENIOR LIVING

- Sherman Hospital, Elgin, IL *
- Smith Crossing Rehabilitation Expansion, Orland Park, IL
- Langlade Hospital, Antigo, WI *
- Clare Oaks Retirement Community, Bartlett, IL *
- Tabor Hills Supportive Living Community, Naperville, IL *
- Avidor Glenview Active Adult Apartments, Glenview, IL *
- Avidor Evanston Active Adult Apartments, Evanston, IL *
- Overture Yorktown Active Adult Apartments, Lombard, IL *

* Project completed prior to
joining Abonmarche



KATHY BURCZAK, ASLA

SENIOR LANDSCAPE ARCHITECT

Kathy has been with Abonmarche since 1993 and has built a strong relationship with her clients. She has worked on a wide array of design projects including master planning, waterfront, streetscape and landscape design. Her area of expertise has been in park and recreational design, trail systems, pedestrian accessibility, connectivity, playground, and recreational facilities design. Kathy believes that the public input process is a valuable tool in the success of her designs. She is dedicated personally and professionally to creating healthy and beautiful spaces that serve the public and the environment.

EDUCATION

Purdue University
Bachelor of Science,
Landscape Architecture

REGISTRATION

Registered Landscape Architect
Licensed:
Michigan, Indiana, Illinois

PROFESSIONAL AFFILIATIONS

American Society of
Landscape Architects

Michigan State University,
Master Citizen Planner

HONORS

Ohio ASLA Merit Award for
ARPS Park, Ohio State University
2018 Community Landscape
Beautification Award
Recipient for Calhoun County
Administration Building.
2019 American Public Works
Association Michigan Chapter
Project of the Year for the
Allegan Riverfront
Development Project

COMMUNITY INVOLVEMENT

City of Saint Joseph, MI,
Planning Commission,
April 2012-2020, 2021-present
City of Saint Joseph, MI
Zoning Board of Appeals
2020-2021

Berrien County Animal Control
Volunteer Mentor and weekly
dog walker
Humane Society of Southwest
Michigan—Weekly Volunteer

AREAS OF EXPERTISE:

PARKS AND RECREATION

Kathy has assisted in designing park and recreational facilities, including bridges, trails, retaining walls, signage, plantings, picnic areas, dog parks, and master plans. In addition to all aspects of project design from schematic concept through construction, she is sensitive to the environment by using native plant materials and minimizing impact. She also has extensive experience in trail layout, connectivity, and accessibility requirements.

CONCEPTUAL DESIGN AND SITE PLANNING

Every successful project begins with an idea and a schematic phase where the focus is not detail-oriented but an overall visioning approach. The designs are fluid and quickly produced as sketches to create a concept in order to determine feasibility. Kathy believes that this creative process is critical to the development of a successful project. She has developed a niche for working on these quick conceptual plans that save the client money while at the same time providing an innovative design concept. Once the conceptual stage is completed then these concepts are refined into site plans and further developed with more detail.

ACCESSIBILITY

Kathy has a strong understanding of the accessibility requirements for all aspects of accessible design including public spaces, commercial developments as well as public right of way spaces. She has been an advocate for accessibility and always strives to provide creative layout solutions.

STREETSCAPE DESIGN

Streetscapes should reflect the personality of the place. Whether the community has a traditional appearance or a funky eclectic artsy vibe, Kathy will select the site amenities that best reflect the overall characteristic. She also understands the importance of low maintenance and environmentally mindful. Her plant selections will incorporate natives and low maintenance plantings that accent the other amenities. Her designs are unique and not the cookie-cutter approach so often seen.

WATERFRONT DESIGN

Kathy produces master plans, schematic diagrams, cost estimating and phasing recommendations, and design and construction documents for waterfront improvements including river walks, boardwalks, stages, parking facilities, trail and picnic area layouts, viewing platforms, lighting, landscaping and all related accessible ramps and site appurtenances.



EDUCATION

University of Michigan
Bachelor of Science, Civil
Engineering

REGISTRATION

Professional Engineer
Licensed:
Michigan, Indiana

PROFESSIONAL AFFILIATIONS

American Council of
Engineering Companies (ACEC)

American Society of Civil
Engineers (ASCE)

Transportation and
Development Institute (T&DI)
Treasurer, Blossomland Chapter
of MSPE (2006 – 2011)

Docks and Marinas
(University of Wisconsin)

DANIEL A. DOMBOS, PE

SENIOR PROJECT ENGINEER

Dan is a licensed Civil Engineer with more than 15 years of professional experience. Dan's project experience has included design and construction of roadways, streetscapes, marine and waterfront engineering, municipal utilities, and recreational facilities. He is also experienced in obtaining environmental and governmental regulatory permits for these projects.

Dan helps his clients to realize their vision by designing solutions to meet challenging project goals. He develops customized solutions for each client with an emphasis on sustainability. With this approach, Dan has developed his expertise in a variety of engineering disciplines, including marinas, traffic signals, hydrologic modeling, and pumping facilities.

AREAS OF EXPERTISE:

MUNICIPAL

Dan has designed and managed construction for a variety of municipal projects including sanitary sewers and lift stations, drainage and storm water management, water distribution, roadway reconstruction and rehabilitation, and streetscape improvements. He recognizes the importance of providing ADA accessible facilities, and he develops project solutions with accessibility in mind. Dan advises clients on rehabilitation to manage existing assets for a cost-effective and sustainable solution. His service extends from concept and design through permitting and management of construction projects.

- Pipestone Street Corridor Reconstruction, Benton Harbor, MI
- Emily and Cora Drive Lift Station Renovation, Portage, MI
- Zylman Avenue Reconstruction Project, Portage, MI
- Harbor Drive Reconstruction Project, Grand Haven, MI
- Lakeview Drive at Portage Road Intersection Improvements, Portage, MI
- Portage Road Reconstruction Project, Portage, MI
- 2018 South Westnedge Avenue Resurfacing Project Portage, MI
- Angling Road Reconstruction Project, Portage, MI
- Lift Station and Force Main Replacement Project, Paw Paw, MI
(3 Lift Stations and SCADA Upgrades)
- Dunkley & Black River Street Infrastructure, South Haven, MI
(Black River Street Lift Station)
- Monroe Boulevard Reconstruction Project, South Haven, MI
(Indian Grove Lift Station)
- Grand Avenue Reconstruction Project, (Phase I/II), Grand Haven MI
- 2015 South Westnedge Avenue Improvements Project, Portage, MI
- 12th Street Lift Station and Lift Station Assessment, Portage, MI
- S2 Study and SRF Project Plans, Paw Paw MI and South Haven, MI
- Main Street (I-94 BL) Reconstruction, Benton Harbor/MDOT
(Main Street (BL-94) Lift Station)
- Harbor Shores Hole 5 Pond Outlet and Flood Control Structure, Benton Harbor, MI

TRAFFIC SIGNAL DESIGN

Dan designs traffic signal systems for a variety of situations ranging from typical installations to advanced preemption systems to improve safety for industrial tram and rail crossings. Dan's projects have utilized a wide variety of technology in signal configuration, energy-efficient lighting, vehicle detection, and pedestrian facilities to address the needs of both vehicular and pedestrian users.

- Red Arrow Highway at DC Cook and Napier Avenue at Miami Street Traffic Signal, Berrien County Road Department
- 2020 Traffic Signal Improvements and Interconnection, Portage, MI
- W. Centre Avenue Traffic Signal Improvements, Portage, MI
- South Westnedge Avenue and Romence Road Traffic Signal Improvements, Portage, MI
- Napier Avenue and Langley Street Traffic Signal Improvements, St. Joseph, MI
- Lovers Lane and Kilgore Road Interconnection Project, Portage, MI
- Centre Avenue and Portage Road Interconnection Project, Portage, MI
- Cork Street Traffic Signal Improvements, Kalamazoo, MI
- Paterson Street and Drake Road Traffic Signal Improvements, Kalamazoo, MI

MARINA/WATERFRONT

Dan designs dock layouts and utility systems and develops floating dock specifications for a wide range of projects ranging from small renovations to large marinas accommodating nearly 1,000 vessels. Dan has collaborated with industry professionals in design, manufacturing, and construction. His designs improve the appearance and streamline the performance of operations and maintenance for the owner.

- F. Grant Moore Municipal Marina – Phase I, Boyne City, MI
- F. Grant Moore 2013 Maintenance Dredging, Boyne City, MI
- Grand Haven Municipal Marina – Phase II, Grand Haven, MI
- West Basin Marina 2013 Maintenance Dredging, St. Joseph, MI
- GTB Marina Feasibility Study, Peshawbestown, MI
- Gateway Harbor, Chicago Park District
- 31st Street Harbor, Chicago Park District
- Leland Township Marina Municipal Boat Harbor, Leland, Michigan

SITE DEVELOPMENT

Dan provides a wide variety of site design services for commercial, residential and institutional projects. He meets the needs of his clients through full service design for vehicular and ADA compliant pedestrian facilities as well as underground utility design. He recognizes the challenges of coordinating multi-disciplinary projects and seeks to provide clients with cost-effective solutions to their needs.

- Sammlung Platz Event Center, Nappanee, IN
- Bangor DDA Parking Lots, Bangor, MI
- Lake Township Public Safety Building, Lake Township, MI
- Zolman Tire Site Plan, Niles Township, MI
- Portage District Library Parking Lot Improvements, Portage, MI
- St. Joseph Public Schools, Brown Elementary School Improvements, St. Joseph, MI
- St. Joseph Public Schools, E.P. Clarke Elementary School Improvements, St. Joseph, MI
- St. Joseph High School Improvements, St. Joseph, MI

RECREATIONAL

Dan has provided design and construction management of several recreational projects ranging from bicycle facilities to ADA accessible pedestrian paths and dog parks. He enjoys helping a client realize their goals of providing the public with a variety of outdoor activities that are healthy and provide an improved quality of life.

- Vicksburg Bike Trail, Vicksburg, MI
- Northwest Portage Bikeway, Portage, MI
- Lovers Lane Bike Path, Portage, MI
- Harbor Walk Non-Motorized Path, South Haven, MI
- Benton Harbor Bikeway, Benton Harbor, MI
- Fairmount Dog Park, Kalamazoo, MI



EDUCATION

Michigan State University
Bachelor of Science,
Civil Engineering

REGISTRATION

Professional Engineer
Licensed:
Michigan

PROFESSIONAL AFFILIATIONS

Institute of Transportation
Engineers (ITE)

CERTIFICATIONS

HMA Local Agency Sampling

Storm Water Operator (EGLE)

SAMUEL JABLONOWSKI, PE

PROJECT MANAGER

Sam is a licensed civil engineer with seven years of professional experience. Sam's experience has included design, construction, administration of roadway, municipal utility, site development projects, traffic studies, Synchro/SimTraffic modeling, crash analysis, and intersection/signal design. He also has experience applying and obtaining permits from both state and local governmental agencies for projects. He has worked with local agencies, MDOT, EGLE, and other funding agencies to ensure compliance with all applicable standards and requirements for successful project delivery.

AREAS OF EXPERTISE:

ROADWAY DESIGN

Sam is experienced in storm sewer layout, sanitary layout, water main, and pavement design. He is proficient in CAD. He excels at finding resources, looking for alternatives when issues arise, and problem solving.

- Langley Avenue Reconstruction, St. Joseph, MI
- Kingsley Morton and Orchard Reconstruction, St. Joseph, MI
- Wallace Avenue Reconstruction, St. Joseph, MI
- Botham Avenue Reconstruction, St. Joseph, MI
- Fulton Avenue Reconstruction, Phase I & II, Grand Haven, MI
- Harbor Drive Reconstruction, Grand Haven, MI
- Grand Avenue Reconstruction, Phase I & II, Grand Haven, MI
- Zylman Avenue Reconstruction, Portage, MI
- South Westnedge Reconstruction, Portage, MI

SITE DESIGN

Sam is proficient in grading, site utilities, and the planning and permitting process required for successful site development.

- Whirlpool SJTC Expansion, St. Joseph, MI
- Grand Haven Bicentennial Park RiverWatch, Grand Haven, MI
- Saint Joseph High School Robotics Facility, St. Joseph, MI
- Fernwood Education Center, Buchanan, MI
- Whirlpool GHQ Site Improvements, Benton Harbor, MI

TRAFFIC STUDIES AND SIGNAL DESIGN

Sam has completed design of box span and mast arm signals with vehicle detection. He has completed traffic studies and has implemented those studies to improve traffic efficiency and safety.

- MEC Smart Park Development Access Traffic Study, Cassopolis, MI
- South Westnedge Avenue Traffic Signal Improvements, Portage, MI
- Pipestone & Jefferson Mast Arm Traffic Signal, Benton Harbor, MI
- Allegan Downtown Visioning Traffic Analysis, Allegan, MI
- Robbins Road Mast Arm Signal and Traffic Study, Grand Haven, MI
- Red Arrow Highway Box Span Traffic Signal, Stevensville, MI
- Eddy Street Phase II & III Development Traffic Studies, South Bend, IN
- Montdale Drive Roadway Extension Traffic Study, Valparaiso, IN



EDUCATION

Michigan Technological
University
Bachelor of Science,
Civil Engineering

REGISTRATION

Professional Engineer
(Michigan)

CERTIFICATIONS

Storm Water Operator (EGLE)

MICHAEL SMOTER, PE

PROJECT ENGINEER

Mike is a civil engineer with experience working across the State of Michigan for both private and public sector clients. Mike's experience has included design, permitting, construction and administration of roadway, municipal utility, and site development projects. He has worked at all project levels from initial studies and planning to construction administration. Mike also has experience applying for and obtaining permits from federal, state and local governmental agencies for projects. He has worked with funding agencies at all levels of government to ensure compliance with all applicable standards and requirements for successful project delivery.

AREAS OF EXPERTISE:

ROADWAY DESIGN

Mike is experienced in storm, sanitary, and water main layout, as well as pavement design. He also is experienced in project specifications including bidding and contracting requirements.

- Pipestone Corridor Distribution & Sanitary Sewer Improvements, Benton Harbor, MI
- Maple St. & Vineyard Ave. Distribution & Sanitary Sewer Improvements, Benton Harbor, MI
- East Milham Ave. Reconstruction, Portage, MI

SITE DESIGN

Mike is proficient in grading, site utilities, and the planning and permitting process required for successful site development. He excels in reviewing and implementing local ordinances and design standards to projects in different municipalities with varied development standards.

- Canton Township Fire Station No. 2, Canton MI
- City of Grosse Pointe DPS & DPW Facilities, Grosse Pointe, MI
- City of Royal Oak Police Headquarters, Royal Oak, MI
- UPS Shelby Township Facility, Shelby Township, MI
- UPS Pontiac Facility Site Improvements, Pontiac, MI
- Col. Demas T. Craw VA Outpatient Clinic, Traverse City, MI

ASSESSMENTS AND STUDIES

Mike is experienced in facilities inspection, assessment, and studies for the purpose of identifying long term needs for asset management and capital improvement. Mike has completed assessments and investigations for both industrial sites and transportation infrastructure.

- Detroit Windsor Tunnel 5-Year Inspection Program, Detroit, MI-Windsor, ON
- Secondary Containment of the Byproducts Plant— EES Coke, River Rouge, MI
- UPS Toledo Hub Facilities Assessment—Maumee, OH
- UPS Madison Heights Drainage & Environmental Studies, Madison Heights, MI



EDUCATION

Michigan State University
Bachelor of Science,
Civil Engineering

CERTIFICATIONS

Density Testing

ACI and MCA Concrete
Testing (Level 1)

Storm Water Operator (EGLE)

HEC-RAS Training

DANIEL BOMZER, EIT

STAFF ENGINEER

Dan is a certified Engineer in Training (EIT) and has a wide range of experience on a variety of projects including roadway design, recreational site development, municipal utility design, and engineering studies. He also has experience obtaining and applying for permits from both state and local governmental agencies when needed.

AREAS OF EXPERTISE:

MUNICIPAL

Dan's municipal design experience includes roadways, water main, sanitary sewer, and storm sewer. He also has extensive experience in the replacement of culverts for local municipalities and county governments. He assisted with the design of several municipal projects including:

- City of South Haven Center Street Reconstruction
- City of Benton Harbor Stevens Street Reconstruction
- Numerous Roadway Overlay Projects
- Numerous Culvert Replacement Projects
- Citywide Service Line Replacements

ENGINEERING STUDIES AND REPORTS

Dan has experience in developing various engineering studies and reports, including CWSRF/DWSRF Project Plans. These studies often include HEC-RAS modeling, field work, smoke and dye testing, CCTV, analysis of alternatives, cost estimates, analyzing environmental studies, and coordination with EGLE. He assisted with the development of several engineering studies and reports including:

- Frankfort Stormwater Management Plan
- Multiple County Drainage Investigations and Reports
- Multiple CWSRF DWSRF Project Plans
- Benton Harbor Hydrant and Valve Inventory and Maintenance
- MDOT Drainage Calculations

RECREATIONAL

Dan has played a role in the design of several recreational site development projects. With outdoor recreation being a major pastime of his, he takes great pride in assisting on projects that help improve access to outdoor opportunities in local communities. He assisted with the design of several recreational site development projects including:

- Hagar Township Riverside Kayak Park Development
- Benton Harbor Farmer's Market



EDUCATION

Northern Michigan University
Bachelor's Degree, Industrial
Technology with CADD Minor

SOFTWARE PROFICIENCIES

AutoCAD
AutoCAD Civil 3D
Autodesk 3DStudio
Autodesk Impression
Adobe Photoshop
Google Sketchup

DAVID LARSON

CADD TECHNICIAN

David is responsible for CADD drafting, downloading and implementing survey data into AutoCAD Civil 3D, preparing base drawings for Engineering and Survey projects, and drafting final engineering and survey drawings. David also uses Civil 3D software for proposed and as-built earthwork/dredging volume calculations, and visual topographic analysis.

SELECTED EXPERIENCE

MUNICIPAL

David assists in plan preparation of road designs, which includes completion of combined sewer separation projects utilizing Civil 3d Pipes for storm, sanitary sewer and water main. Duties also include drafting for curb and gutter and road reconstruction.

City of Benton Harbor, MI

- Harbor Shores Golf Course
- Jean Klock Park, Harbor Shores
- Graham Avenue

City of St. Joseph, MI

- Silver Beach/Bluffsides
- Michigan Area CSO
- State Street/ Ship Street Reconstruction
- Park Street Reconstruction
- Napier Avenue/Lakeland Hospital Entrance Safety Project
- Broad and Main Intersection Improvements
- Lake Street Reconstruction
- West Highland Avenue Reconstruction
- St. Joseph Drive Reconstruction

City of Manistee, MI

- Cedar Street Combined Overflow Separation Project
- Jones Street Combined Overflow Separation Project

SITE DEVELOPMENT

David assists in the planning and design of various site development projects.

City of Benton Harbor, MI

- Golf Club of Harbor Shores (Jack Nicklaus Signature Golf Course)
- Jean Klock Park, Harbor Shores
- Whirlpool Corporation, Benton Harbor Downtown Campus
- Cornerstone Alliance, Harbor Town Development
- Cornerstone Alliance, Harbor Bluffs Development
- Saranac Flats, 376 West Main Street

City of Portage, MI

- Portage District Library, Parking Lot Improvements

City of St. Joseph, MI

- Brown Elementary School Site Improvements
- E.P. Clarke Elementary School Site Improvements
- St. Joseph High School Improvements

TRAFFIC SIGNAL DESIGN

David assists in the plan preparation and layout of traffic signal improvements.

City of Kalamazoo, MI

- Paterson, Drake, Water, Cork, and Edward Street Corridors, Traffic Signals
- Oakland at Parkview

City of Portage, MI

- Kilgore Road at Burdick Street, Milham Avenue, and Romence Parkway Traffic Signals
- Portage Road and Centre Avenue Traffic Signal Interconnection

Berrien County Road Commission, MI

- Colfax Avenue at Napier Avenue

City of South Haven, MI

- Center Street at Phoenix Street
- Kalamazoo Street at Phoenix Street

City of Niles, MI

- Main Street Traffic Signal Improvements

TRAFFIC SIGNAL DESIGN

City of St. Joseph, MI

- Kiwanis Park Improvements
- Downtown Master Planning

TRAFFIC SIGNAL DESIGN

David's duties include the preparation of marina renovation drawings and new site layout. This includes the analyzing of bathymetric data, the development of dredging documents and volumetric models, the realignment of slips, the replacement of boat launch facilities, and the improvement of breakwaters and shoreline protection.

- West Basin Marina, St. Joseph, MI
- Lighthouse Pointe Condominium, St. Joseph, MI
- Morris Riverplace Development, Morris, IL
- The River Club at Harbor Shores Marina, Benton Harbor, MI
- Duck Lake, Marble Lake, Randall Lake, and Lake George, MDNR Branch and Calhoun County Boating Access Sites
- Belle Maer Harbor, Mt. Clemens, MI
- Boat Launch Enhancements, St. Joseph, MI
- Canoe/kayak Launch, Benton Harbor, MI
- Maintenance Dredging, South Haven, MI
- Marina Dredging/Expansion, Boyne City, MI
- Maintenance Dredging, Arcadia Township, MI
- Manistee City Marina Maintenance Dredging, Manistee, MI
- Eagle Pointe Marina, St. Joseph, MI
- The Landings Condominium Marina Dredging, Boyne City, MI



EDUCATION

University of Notre Dame
Bachelor of Science,
Civil Engineering

REGISTRATION

Professional Engineer
Licensed:
Indiana, Michigan

PROFESSIONAL AFFILIATIONS

American Society of
Civil Engineers

SCOTT LEBLANG, PE

SENIOR PROJECT ENGINEER

Scott has extensive experience in structural design and planning for a wide variety of building types including commercial, residential, mixed use development, industrial, and educational. His experience includes a wide range of materials such as steel, wood, concrete, and masonry.

Scott brings competency in project management, structural connection design, construction administration, structural and forensic inspections, and proficiency in finite element analysis of various structural components and systems. Scott works closely with architects, engineers, surveyors, and clients to achieve the optimum design solution.

He brings expertise in coordination and problem solving for efficient solutions to issues that arise during construction. Scott is a team leader widely acknowledged for his ability to achieve high quality results under budget and within time constraints.

AREAS OF EXPERTISE:

EDUCATIONAL

- St. Joseph High School New Robotics Building, St. Joseph, MI
- University of Notre Dame Football Stadium Handrail Structures, South Bend, IN
- University of Notre Dame Structural Collapse Analysis, South Bend, IN
- Southwestern Michigan College Nursing and Health Ed Building, Dowagiac, MI

COMMERCIAL AND LIGHT INDUSTRIAL

- Transpo Building Structural Design of LEED Platinum Facility, South Bend, IN
- Martin's Supermarkets Multiple Locations, South Bend, IN
- Berkshire Hathaway Offices, Grand Rapids, MI

HEALTH CARE

- Center for Hospice Care, Mishawaka, IN
- Memorial Health Network, South Bend/Mishawaka, IN

MULTI-FAMILY AND RESIDENTIAL

- Hawks Building, Goshen, IN
- River Rock Apartments, Mishawaka, IN

PEDESTRIAN BRIDGES AND BOARDWALKS

- Chapin Street Pedestrian Bridge Rehabilitation, South Bend, IN
- Niles City Trailhead Fishing Pier, Niles, MI
- Harbert Park Fishing Pier, Chikaming Township, MI
- NewPorte Landing Boardwalks, LaPorte, IN



EDUCATION

Indiana University
Bachelor of Science,
Secondary Education
Geography

KEY SOFTWARES

ESRI GIS SUITE including ArcGIS
Server, Desktop Applications,
Portal, Numerous Extensions
Airwatch MDM
Cityworks CMMS
MS SQL Server
MS Office including Visio and
Project Trimble Suite of GPS
tools

LANGUAGES

Python
JavaScript
Adobe Flex
Basic
HTML

JEFF WEAVER, GISP

DIRECTOR OF DIGITAL SOLUTIONS

Jeff has over 15 years of experience and his skillsets are demonstrated in the areas of information management consulting, geodatabase development, data collection, data management, reporting, and applications development for a wide range of practical applications. Jeff has played a major role in projects that include water management, roadway construction, capital improvement planning, asset management, O&M for facilities, environmental compliance, permitting, land management, electric, gas, and sewer/storm, and managing all aspects of successful CMMS implementations.

AREAS OF EXPERTISE:

WATER QUALITY TESTING PROGRAM

Developed GIS program that included workflows, SOP, training documentation, mobile and desktop apps, and dashboards for status tracking. It allowed citizens to request to either have their water tested for contaminants themselves using a kit that was provided by the Water Department, or to schedule a Water Department representative to come on site to do the testing. Using a GIS based mobile application, a Water Department representative would pick up the kit on an agreed upon date and update the status of the kit on the mobile apps. On site testing was also done on a mobile app. The appointments were scheduled on the web-based app, and all data regarding the test was captured on the mobile app.

CURB, SIDEWALK, AND ADA REPAIRS

Utilized Cityworks CMMS and GIS to build inspection workflows that included prioritization ranking based on preset parameters for assets.

POTHOLE PATCHING

Developed GIS program that included workflows, SOP, training documentation, mobile and desktop apps, and dashboards for status tracking. City 311 and Street Dispatch created service requests in Desktop application that feed directly to Pothole Patching Trucks and Hotbox crews. Repairs were made, time and material was updated in real time, and service requests were closed in 311 system.

LEAF PICK-UP

Developed suite for mobile and desktop tools to automate all aspects of cities leaf pickup program. Applications included mobile for leaf vacs and supervisors to direct crews, issues app to identify when leaves could not be picked up and allowed for photos for future justification, desktop tools for cities 311 to identify pickups and when leaves would be picked up, and dashboards to track status live and measure specific metrics set forth by the city. The apps were used for fall and spring and averaged over 25,000 data points collected per year.

PASER EVALUATIONS

Developed GIS program that included workflows, SOP, training documentation, mobile apps, and dashboards for status tracking. Mobile apps allowed Street Crews and Engineering to evaluate street conditions per block and identify if additional issues such as crack seal or overlays were needed. The applications were developed as a ticketing system, so PASER tickets could be created at any time, with the latest ticket identified on the app while the historical tickets could be tracked and analyzed so rate of deterioration could be identified.

RENTAL SAFETY VERIFICATION PROGRAM (RSVP)

Developed GIS program that included workflows, SOP, training documentation, mobile and desktop apps, and dashboards for status tracking. Cities Code Enforcement, along with rental proper owners, would identify rental properties and use mobile apps to inspect track compliancy with cities rental property building codes.

VACANT MOWING

Developed GIS program that included workflows, SOP, training documentation, mobile and desktop apps, and GIS program to allow Park Departments to work with Code Enforcement to track vacant properties and develop a mowing plan. Code Enforcement would select properties owned by the city or that were cited for mowing violations. Identified properties were automatically updated on mowing crews mobile app. Mowing crews would then mow property and update status. Properties could be identified by frequency needed for mowing and set to automatically notify mowing crews when the next mow time was needed.

CAPITAL IMPROVEMENT TRACKING

Developed GIS program that included workflows, SOP, training documentation, mobile and desktop apps, and dashboards for status tracking. Engineering department could create locations for CIP candidates on a map. Planning for CIP could be done in a GIS environment so all aspects needed to prioritize a CIP location could be seen and entered into the GIS data. Status updates could be entered by Project Managers, and status of planning, procurement, and construction could be updated and tracked with dashboard tools.

TRAFFIC SIGNAL INVENTORY

Developed data dictionary and mobile applications for City Engineers and contractors to collect traffic signal information including information about phase timing and controllers. Collection included information about cabinets, poles, masts, and signals.



EDUCATION

Michigan Technological University
Bachelor of Science,
Land Surveying, Summa Cum Laude

University of Michigan
General Engineering
Curriculum

REGISTRATION

Professional Land Surveyor
Licensed:
Michigan

PROFESSIONAL AFFILIATIONS

Michigan Society of
Professional Surveyors

Berrien & Cass County
Remonumentation Peer Group
and Contract Surveyor

MATTHEW G. REINKING, PS

SURVEY MANAGER

In his role as Survey Manager, Matt oversees the day to day operations and management of the Michigan Survey operations of Abonmarche. He supervises a team of two survey project managers, one draftsman and multiple field crews. Matt has over 15 years of experience in Land Surveying, and has worked in all surveying positions at Abonmarche, including field technician, crew chief, draftsman, staff surveyor, and assistant director prior to assuming the position of Survey Manager.

Matt's daily responsibilities include drafting, computations, and review for topographic, boundary, construction, and mortgage report surveys; client relations and cost estimation, and final review and certification of survey drawings and condominium exhibit drawings. He also oversees aerial mapping and topographic survey development utilizing an unmanned aerial system (UAS). Matt is also responsible for overall department management including scheduling, equipment and software maintenance, repair, and upgrades, departmental billing and accounting, and interdepartmental communications.

Areas in which Matt specializes include Global Positioning Systems (GPS) hardware and software, ALTA/NSPS Land Title surveys, FEMA Elevation Certificates and LOMA applications, UAS survey data collection, analysis and processing, vertical and horizontal datum conversions, boundary survey analysis, and legal description interpretation. Matt also prepares exhibit drawings and legal descriptions for a variety of projects including parcel divisions, road right of way determinations, mitigation, and easements.

AREAS OF EXPERTISE:

BOUNDARY SURVEYS

Matt reviews and analyzes field work, completes drafting, certifies survey drawings, researches and interprets legal descriptions, works to resolve boundary conflicts, and communicates with outside professionals such as attorneys and title insurance companies on a regular basis.

- Estimated 500 per year

TOPOGRAPHIC SURVEYS

Matt performs field data quality control reviews, and assists with drafting of planimetric and topographic drawings of existing conditions for engineering and architectural design projects. This work requires thoroughness and precision, and a comprehensive understanding of the latest technology.

EASEMENT ACQUISITION

As part of his work in easement acquisitions, Matt interprets historical records and utility plans, and completes drafting and legal descriptions based on project needs.



EDUCATION

Ferris State University
Bachelor of Science,
Land Surveying

REGISTRATION

Professional Surveyor
Licensed:
Michigan #4001040159

MICHAEL FREEHLING, PS

SENIOR SURVEY MANAGER

At Abonmarche, Michael's duties include client contact and survey project management, as well as completing estimates, boundary surveys, ALTA/ACSM land title surveys, general surveying tasks and drafting. Michael has over 35 years of experience in the surveying profession. Michael is responsible for daily management and oversight of survey projects including retracement surveys, PA 132 surveys, ALTA/NSPS Land title surveys, topographic surveys, subdivision plats, condominiums, FEMA letter of map amendment (LOMA) applications, road design surveys, remonumentation and Michigan Department of Transportation surveys. He is also responsible for client contact, preparation of estimates, drawings, quality control, and deliverables. He also perform daily surveying calculations, drafting, and reports.

AREAS OF EXPERTISE:

CONDOMINIUMS AND SUBDIVISIONS

Michael has been working on condominium and subdivision projects since 1990, and his wealth of knowledge and experience aids him in efficiently completing successful projects.

- Harbor Shores Development, Benton Harbor, MI
- Amended Plats, New Buffalo, MI
- Wyndstone Estates Development, Lincoln Township, MI

ALTA/NSPS LAND TITLE SURVEYS

American Land Title Association / National Society of Professional Surveyors land title surveys must meet the same standards throughout the United States, making them ideal for financing large commercial projects. Thanks to the knowledge he's acquired over years of experience, Michael is able to efficiently and thoroughly decipher title work, easements, chain of titles, and boundary resolutions.

- Padnos Recycling, Benton Harbor, MI
- Eagle Technologies, St. Joseph Township, MI
- City of Portage, park parcel, Portage, MI

BOUNDARY SURVEYS

In order to successfully complete boundary surveys, whether for a private individual or a real estate transaction, Michael has to play the roles of historian, detective and mathematician. He completes about 300 boundary surveys per year.

ROAD DESIGN SURVEY

Michael is experienced at completing topographic surveys, and determining the alignment of roadways and right of ways for MDOT, road commissions, and in-house designs.

- Kingsley, Morton, Orchard Streets, St. Joseph, MI
- M-37, Kentwood, MI
- Interstate 196, Walker, MI

ELEVATIONS

Michael is experienced at FEMA map reading, mapping vertical elevations, and determining bench marks. These skills are critical when determining a property owner's flood risk which has implications on their flood insurance. Michael is also experienced at providing elevation certificates and letters of map amendment application.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

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

DATE: September 6, 2022

SUBJECT: Request to approve Ad-Hoc Committee to review the Village of Decatur, employee handbook.

Action Requested:

It is requested that the Village Council approve the Ad-Hoc Committee to review the Village of Decatur, employee handbook.

Background:

The Village Council expressed a goal and objective to update the Village of Decatur, employee handbook. The past several months staff along with Village Attorney has performed a review and outlined several areas in which the handbook was outdated. Staff has completed the review and now is ready to have an Ad-Hoc Committee review the updates and changes before requesting the Council formally approve the updates for adoption.

Attachments:

Village of Decatur, Employee Handbook

VILLAGE OF DECATUR

PERSONNEL HANDBOOK

_____, 2022

VILLAGE OF DECATUR

PERSONNEL HANDBOOK

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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 President or President Pro Tem and Council ~~or the Village Manager as authorized by the President 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 President [or President Pro Tem](#) and Council ~~or the Village Manager as authorized by the President 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

Village Services

Police Services

Water Services

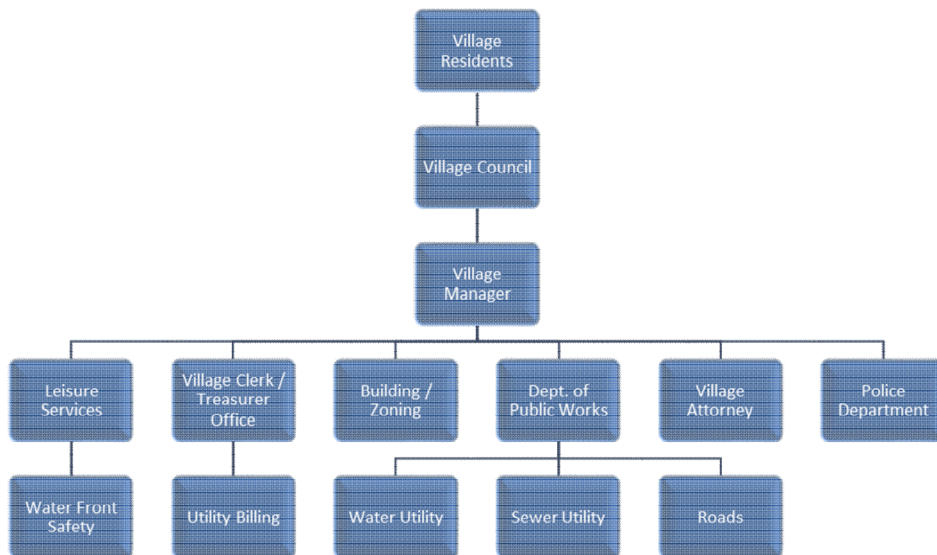
Sewer Services

Wastewater Services

Street Repair

Raider Romp	Street Maintenance
DDA Park	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 ~~Mayer or Mayor~~ [Village President or the President](#) Pro Tem.

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 inquires 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 ~~your Department Head, the Village Manager, or the Mayor or Mayor Pro Tem~~ President, President Pro Tem, Police Chief 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.

~~Department Head, Village Manager, Mayor or Mayor Pro Tem~~ President, President Pro Tem, Police Chief 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 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 accommodations for employment must notify the ~~Human Resources Director~~ [Village President or President Pro Tem](#) in writing within 182 days after the date you become aware of a 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~~ [President or President Pro Tem](#). 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~~ [President or President Pro Tem](#). 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 and/or Village Clerk/Treasurer~~ [President or President Pro Temp](#) 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** [President or President Pro Tem](#) to schedule an appointment.

To ensure that your personnel file is up-to-date at all times, notify the Village **Manager** [President or President Pro Tem](#) 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 President or President Pro Tem](#) 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.

Shawn M. Pawloski [SMP1] June 1,
2022 04:50 PM
For Discussion

Grievance Procedure

The Village intends to provide a constructive, positive work environment in which employees are empowered to contribute to the continuous improvement in the operations and services provided by the Village. To this end, a formal grievance procedure is provided to ensure a system for communication.

Employees are encouraged to share their suggestions, as well as discuss any complaints or issues that may arise related to their employment and work environment with their immediate supervisor. Should an employee not find adequate resolution through verbal discussion with their immediate supervisor, the complaint may be elevated to the formal grievance procedure as described below. The employee may discontinue the procedure at any step as he or she feels appropriate. No employee will be penalized for voicing a complaint or concern with the Village in a reasonable, business-like manner using the grievance procedure below.

Employees with a collective bargaining agreement in place should reference that document for a specific grievance procedure.

STEP 1

Grievances should be addressed within 5 days of the occurrence or 5 days from when the employee learned of a reported violation by submitting a written notice to the department head that includes:

- ü Date of incident
- ü Description of incident
- ü Summary of previous discussion(s) with supervisor/department head regarding the incident
- ü Desired resolution
- ü Employee's printed name, signature, and date of submission

STEP 2:

After receipt of a written grievance, the department head will return a written response within 5 business days. A meeting between all involved parties will be held during this 5-day period.

STEP 3:

If the grievance is not settled after the receipt of a written response as described in Step 2, the aggrieved employee may submit the grievance to the Village ~~Manager~~President or President Pro Tem.

STEP 4:

After receipt of the written grievance, the Village ~~Manager~~President or President Pro Tem will return a written response within 14 business days. A meeting between all involved parties may be held during this 14-day period.

STEP 5:

If the employee is still aggrieved after the decision of the Village ~~Manager~~President or President Pro Tem is delivered, he or she may present the issue to Village Council at the next regularly scheduled meeting. The issue may be presented. |

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 or supervisor~~President or President Pro Tem. 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

Shawn M. Pawloski [SMP2] June 1, 2022 04:52 PM

~~Nick Curcio: Seems like we wouldn't want grievances going to Council. I would recommend something more like the Allegan grievance procedure, like this:~~

~~All complaints/problems shall be handled in the following manner:~~

~~(a) Step 1. Oral Procedure to Supervisor. An employee with a complaint shall discuss the matter with the employee's Supervisor within ten (10) working days from the time the instance which gave rise to the problem occurred. The employee's Supervisor will give an oral answer to the employee as soon as reasonably possible. Every effort will be made to settle the complaint in this matter.~~

~~(b) Step 2. Written Procedure to Department Head. If the complaint is not settled satisfactorily at Step 1, the employee must record the complaint in writing and submit it to the employee's Department Head within five (5) working days of the Supervisor's oral answer. The writing must be signed by the employee and set forth the following:~~

~~(1) A statement of the facts giving rise to the complaint;~~

~~(2) A proposed resolution of the complaint;~~

~~(3) The date that the employee received the step one (1) response.~~

~~The Department Head may schedule a conference with the employee to discuss the problem, and respond in writing within ten (10) work days after the receipt of the written complaint.~~

~~(c) Step 3. Written Procedure to Village Manager. If the problem is not settled satisfactorily at Step 2, it may be appealed to the Village Manager within five (5) working days of the Department Head's written response. The Village Manager may schedule a conference with the employee to discuss the grievance. The Village Manager will endeavor to respond within ten (10) work days of his receipt of the written statement of the complaint. The decision of the Village Manager shall be final and binding.~~

Shawn M. Pawloski [SMP3] June 1, 2022 04:56 PM

Discuss paid time off

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.

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.

- ü Employees shall immediately report any perceived conflict of interest or any alleged violation of the Village's ethics policy to ~~their direct supervisor. If the supervisor is involved, the report shall be made to the~~ Department Director or next highest employee or officer/official who is not involved the Village President or President Pro Tem. Reports related to the Village ~~Manager~~ President or President Pro Tem 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:

- | | | |
|---------------|--------------|----------------|
| ü law-abiding | ü productive | ü professional |
| ü respectful | ü careful | ü efficient |
| ü honest | ü dedicated | ü courteous |
| ü trustworthy | ü discrete | ü reliable |
| ü 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~~ President or President Pro Tem, 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~~[President or President Pro Tem](#), Village Clerk/Treasurer, Village Attorney, ~~or the Village President~~ 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~~[President or President Pro Tem](#), Village Clerk/Treasurer, Village Attorney, ~~or the Village President~~ 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~~[President or President Pro Tem](#).

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 [Human Resources](#) [the Village President or the President Pro Tem](#). 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 MothersParents

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."

~~After~~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 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 ~~dedicated~~committed to providing a safe ~~workplace for its employees and adheres to all state and federal laws and regulations pertaining to workplace safety.~~

Shawn M. Pawloski [SMP4] June 2, 2022 12:44 AM

~~Do you have an outside safety handbook or policy?~~

~~The Village proactively addresses safety issues and eliminates recognized hazards, as well as provides safety information to employees through training, meetings, bulletin boards, or other communications, and healthful 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 healthful 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~~President or President Pro Tem. 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.

~~No employee should perform any work tasks or take any action which may endanger the employee, another employee, or the public. If an employee is in doubt about the safeness of a situation, the employee should report his or her concerns to their supervisor prior to engaging in the activity.~~

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.

~~Each employee must be familiar with applicable safety rules and operating guidelines associated with their department and the machinery and equipment required of their~~

~~work. Employees are expected to obey all safety rules and must immediately report any unsafe condition to the appropriate supervisor. Those who violate safety standards, cause hazardous or dangerous situations, or who knowingly fail to report~~ Violations of the policy may ~~be subject~~lead to disciplinary action, up to and including termination.

of employment. Questions concerning this policy ~~Employees seeking more information on workplace safety and safety procedures should contact~~should be directed their department head ~~or~~of 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.

~~On the Job Injury~~

~~Employees are expected to immediately report every injury, theft, and/or accident, no matter how small, to their supervisor and to complete a written incident report. Incident report forms are available in the Village's administration office.~~

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~~[President or President Pro Tem](#).

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 ~~shall notify the supervisor or department office by telephone or messenger as soon as possible~~[must notify the Village President or President Pro Tem](#). Unless the employee's supervisor or department office is so notified, no leave will be approved, except in unusual cases and then only after approval of the Village ~~Manager~~[President or President Pro Tem](#). 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 clarification, please contact the ~~Human Resources Director~~[Village President or the President Pro Tem](#).

Shawn M. Pawloski [SMP5] June 2,
2022 01:05 PM
~~Need to confirm if this is the policy~~

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 ~~vacation~~ 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~~ President or President Pro Tem, 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 Ma President or President Pro Tem ~~Manager~~ providing 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 ~~a department director or the~~ Village ~~Manager~~[President or President Pro Tem](#).

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 ~~their supervisor~~[Village President or President Pro Tem](#).

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:

- Ø Excessively worn, torn or dirty clothing.
- Ø Clothing with suggestive or offensive logos, pictures, insignia, etc.
- Ø Very tight, revealing or otherwise sexually suggestive clothing.
- Ø 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 for, or reimburse employees in certain departments for safety attire/equipment, work shoes/boots, uniforms, etc. 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. ~~Your supervisor and/or~~ The Village ~~Manager~~[President](#)
[or President Pro Tem](#) 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~~[President or President Pro Tem](#) 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](#).

Shawn M. Pawloski [SMP6] June 2,
2022 01:18 PM
[Provide](#)

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~~[President or President Pro Tem](#). 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~~[President or President Pro Tem](#) is the officially designated spokesperson for Village staff. Staff should refer all requests for formal statements, interviews, and related activities to the Village ~~Manager~~[President or President Pro Tem](#). In the absence of the Village ~~Manager~~[President or President Pro Tem](#), public statements or media inquiries should be directed to the ~~Mayor~~[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 cases 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.

Shawn M. Pawloski [SMP7] June 2, 2022 01:28 PM
~~Cross reference in the event grievance procedure is modified~~

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~~[President or President Pro Tem](#) 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~~[President or President Pro Tem](#).

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:

- Ø 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.
- Ø 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.
- Ø 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.
- Ø 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.

- Ø 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~~ [President or President Pro Tem'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:

- Ø 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.
- Ø 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.
- Ø 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.
- Ø Vehicles – Village-owned vehicles are to be used for official Village business only.
- Ø 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.

- Ø 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~~[President or President Pro Tem](#).

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 Coordinator. 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).

Shawn M. Pawloski [SMP8] August
22, 2022 03:28 PM
[Verify this is the procedure](#)

Credit Cards

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

- a. The Village ~~Manager~~President or President Pro Tem 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~~President or President Pro Tem 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.

Shawn M. Pawloski [SMP9] June 2, 2022 01:40 PM
Is there a separate agreement for CCs?

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~~President or President Pro Tem, 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~~ [President or President Pro Tem'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 President or President Pro Tem. In the absence of the Village President or President Pro Tem, 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 President or President Pro Tem.

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~~[President or President Pro Tem](#) or their designee has final approval of any links or postings to the website.

CLASSIFICATION AND COMPENSATION

The Village ~~Manager~~[President or President Pro Tem](#) 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~~[President or President Pro Tem](#) 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.

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 ~~basis~~. 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 ~~Thursday~~. When a 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 or Village Clerk/Treasurer~~ [President or President Pro Tem](#). 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 ~~his or her~~ [their](#) wages has been made should contact the Village ~~Manager or Village Clerk/Treasurer~~ [President or President Pro Tem](#) 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. ~~Public Works employees are required to record their time by using the time clock. All other employees must record their work time on time sheets~~

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~~President or President Pro Tem 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~~President or President Pro Tem 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~~[President or President Pro Tem](#).

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~~[President or President Pro Tem](#) 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~~[President or President Pro Tem](#) if assistance is requested from the Village. The ~~Manager~~[President or President Pro Tem](#) 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~~[President or President Pro Tem](#).

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 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 ~~vacation~~[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. 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 rate for the hours worked on the holiday.

Shawn M. Pawloski [SMP10] June 16, 2022 02:15 PM
[Discuss](#)

VacationPaid Time Off

Full-time employees begin earning **vacationpaid** time **off** ("PTO") immediately upon hire and can begin using their accrued **vacationPTO** time after they have completed the 90-day orientation period. **Vacation-timePTO** is accrued on a bi-weekly schedule and should be used only after it is earned, however, employees may request an advance of **vacationPTO** days in writing to the Village **ManagerPresident or President Pro Tem**.

<u>YEARS OF SERVICE</u>	<u>VACATIONPTO 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

Shawn M. Pawloski [SMP11] August 22, 2022 02:24 PM
[Accrual rate must be one hour for every 35 hours worked under MI PMLA](#)

Vacation-timePTO 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. **VacationPTO** requests, **other than for sick leave**, are approved based upon organization staffing needs and the order of receipt of the requests. In the event that there is a conflict in **vacationPTO** requests, requests will be honored in the order they are received.

The Village reserves the right to deny **vacationPTO** requests.

VacationPTO pay will be calculated based on the employee's regular rate of pay as of the date of the **vacationPTO 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 ~~vacation~~PTO days into each benefit year. ~~Any unused vacation time beyond the carryover amount will be transferred to the employee's sick bank. This "use or lose" approach is intended to encourage staff to take appropriate breaks from the workplace, which is vital to work/life balance.~~

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

Sick/Personal Days

~~The Village provides sick/personal days to full-time employees so they can properly care for themselves in the event of illness or injury. Sick/personal time is accrued at the rate of one day for every completed month of continuous employment beginning at the time of hire. This accrual begins immediately upon hire and is available for use in hourly increments after the 90-day orientation period.~~

~~Staff is expected to use sick leave when they are ill not only for their own well-being but to also ensure the workplace remains safe from contagious illness. Should an employee become ill at work, they should immediately notify their supervisor and leave work as quickly as possible. Employees who find they need to use sick leave should notify their supervisor prior to the beginning of their work shift. Employees are expected to notify their supervisor each day of absence due to illness unless other arrangements have been made.~~

~~A return to work authorization from a physician may be required following an extended absence due to illness, typically 3 or more days. See the FMLA policy which contains different provisions for use of accrued time for leaves taken under FMLA.~~

~~The Village may request a physician's certificate justifying an absence if abuse of sick leave is suspected, particularly if a pattern of sick leave on Mondays, Fridays, or in conjunction with a holiday or other paid time off is observed.~~

~~Sick/personal leave benefits will be calculated based on the employee's straight-time pay rate as of the date sick leave is used and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.~~

~~As an additional condition of eligibility of sick/personal leave benefits, an employee on an extended leave of absence must apply for any other available compensation and benefits. Sick/personal leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance or workers' compensation. The combination of any such disability payments and sick/personal leave benefits cannot exceed the employee's normal weekly earnings. Special considerations may be made on a case-by-case basis.~~

~~Carryover & Payout~~ **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 President or President Pro Tem before the scheduled start of their workday to request paid medical leave using the Villages' normal call-in procedures. The President or President Pro Tem 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 President or President Pro Tem 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.

~~For employees hired before January 1, 2013, unused sick/personal leave time will be allowed to accumulate until the employee has accrued a total of 90 days (720 hours). If the employee reaches this maximum, further accrual of sick/personal leave benefits will be suspended until the employee has reduced the balance below the allotted limit.~~

~~For employees hired after January 1, 2013, unused sick/personal leave time will be allowed to accumulate until the employee has accrued a total of 30 days (240 hours). If the employee reaches this maximum, further accrual of sick/personal leave benefits will be suspended until the employee has reduced the balance below the allotted limit.~~

~~For employees hired before January 1, 2013, unused sick/personal leave time will be paid to employees upon retirement, voluntary resignation, or termination without cause at a rate of 50% of the total amount earned at the employee's pay rate at the time of separation. The Village will not pay unused sick time for a separation resulting from a termination with cause.~~

~~For employees hired after January 1, 2013, unused sick/personal leave time will not be paid out upon separation from the Village.~~

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 ~~vacation~~[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 child care needs created by a military call-up, including making alternative child care arrangements, handling urgent and nonroutine 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 ~~vacation~~/PTO, personal days, and/or family illness days during this leave. Employees on personal medical leave must utilize available sick, personal, and ~~vacation~~/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 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 ~~their~~ ~~Department Head or Village Manager~~ President or President Pro Tem, 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 and 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: September 6, 2022

SUBJECT: Request to approve Homecoming Parade street closures for Decatur Public Schools

Action Requested:

It is requested that the Village Council approve Homecoming Parade street closures for Decatur Public Schools, Friday, October 14, 2022, and the Village Council approve the in-kind services from the Department of Public Works along with the Decatur Police Department.

Background:

Patrick Creagan, EdD, Superintendent of Decatur Public Schools is request the use of streets along with staff support for the annual Homecoming Parade, Friday, October 14, 2022, at 2:00.

Attachments:

DPS-parade request

parade

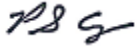
Creagan, Patrick <pcreagan@raiderpride.org>

Wed 8/31/2022 12:27 PM

To: Thomas VanDerWoude <vanderwoudet@decaturmi.us>; Christopher Tapper <ctapper@decaturmi.us>

Cc: Matt McLouth <mmclouth@raiderpride.org>; Brian Southworth <bsouthworth@raiderpride.org>; Nancy Augst <naugst@raiderpride.org>; Jessica Schultz <jschultz@raiderpride.org>

Afternoon Tom and Chris...The Homecoming Parade is October 14. I was hoping to have the route go through downtown as we did in the past. The support of the businesses is very important and I think they'd like to see the parade. Please let me know what we need to do to make this happen, thanks so much...



Patrick S. Creagan, EdD

Superintendent

Decatur Public Schools

110 Cedar Street

Decatur, MI 49045

269 423 6800





Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

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

DATE: September 6, 2022

SUBJECT: Request to approve RFP for fall 2022 tree removal

Action Requested:

It is requested that the Village Council approve RFP for fall 2022 tree removal.

Background:

Annually the Department of Public Works along with Village Manager survey the Village road right of ways to determine, trees in which need to be removed, due to concerns of conditions. Some of the concerns included; sidewalk hazards, dead limbs, dead trees, overgrown in the utility right of way. The follow attachment addresses several areas of concern.

Attachments:

RFP – tree list



Village of Decatur
114 N Phelps ST
Decatur, MI 49045
Phone: (269) 423-6114
Fax: (269) 423-9047
decaturm.org

August 24, 2022

2022 Tree List

304 Pine	Oak Tree	Two large branches need to come down
319 Clark	Oak Tree	Tree is in bad shape with several branches in same condition
113 Pine	Maple Tree	Dead Tree
209 Prospect	Maple Tree	Sidewalk damage
221 E St. Mary's	Oak Tree	Sidewalk damage
400 Pine	Oak Tree	Tree is in bad shape
107 Pine	Maple Tree	Tree is in bad shape and sidewalk damage
209 W. Sherwood	Maple Trees	Trees are both in bad shape
214 W. St. Mary's	Maple	Removal of storm damaged tree
W. Edgar Bergen/ Meadowood Ct.	Maple	Trees are in bad shape

Please Bid trees separately, include stump grinding. The Village will clean up stump grindings and will fill with top soil. Please have Bids in by September 23, 2022 at 1:00 PM.



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

MEMORANDUM

TO: Village Council
FROM: Ali Elwear, Village President
REVIEWED BY: N/A
DATE: September 6, 2022

SUBJECT: Village Manager, Evaluation – Christopher Tapper

Action Requested:

It is requested the Village Council receive a report from the Village President regarding Evaluation of Village Manager, Christopher Tapper

Background:

August 2021 the Village Council approved the employee contract with Christopher Tapper to be the new Village Manager for the Village of Decatur. Since this time Village Manager Tapper, continues to shine as a community leader. The overall rating from the evaluations equals a 4.7 score out of 5.0.

Some of the highlights, projects and goals completed by Manager Tapper include; operation of a new meter reading program for the Water/Sewer Department, disposal of surplus equipment, achievement of implementing the Village's new Rental Inspection Program, completing the Council objective of renaming Lagoon BLVD to Carl Wickett BLVD, balance budget for FY 23, completed sale of DDA owned property, organization of Parks & Recreation Committee, new village website, additional resources for staff communication to public outreach, finalized Water Reliability Study, successfully obtaining funding from USDA for capital improvement projects with the Water & Sewer infrastructure, recruitment of new staff members (Clerk/Treasurer & Administrative Assistant), Village Attorney, Village Planner along with recruitment of new DDA members and Planning Commission members. Manager Tapper also demonstrated a strong commitment to successfully completing a master's Certificate in High Performance Leadership program through the ICMA.

Attachments:

Projects List

Projects List					
Office					
Project	Timeline	Description	Status	Next Steps	UPDATES 5/1/2022
Meter Reader	Summer/Fall	Start using new meter reader that interfaces with new mapping and iPads.	Equipment procured, need to establish training with Fergusson.	Schedule Training with Fergusson, DPW, and Evelyn.	Completed
Computer Upgrade	Fall/Winter	Upgrade Evelyn's workstation to a Laptop/Dock option. Was planning to repurpose the current desktop computer solely as a payment taking computer for the window.	No progress yet. Will need to order laptop, dock, and any necessary peripherals.	Discussion options with Evelyn and procure equipment either through own supplier or through IT Right	TBA
		Upgrade Clerk, UB Clerk, and Manager Desks. All 3 are in very poor condition and on the verge of falling apart.	Was put on hold due to COVID. Would be worth exploring options for all 3 this fall and see if bulk purchase can reduce pricing.	Explore procurement options.	TBA
Furniture Upgrade	Fall/Winter				
Dispose of Printer	OverDue	There is an old printer in the hallway. It needs to be disposed of. Rather than donate (no parts are longer available), it may make sense to just have DPW haul away or wait until next Community Clean-Up Day.	Printer was placed in hallway, need to determine method of disposal.	Dispose of in whatever method is decided.	Completed
Work Orders	Ongoing	Work Order System was in need of training for new staff. Decision will need to be made to either continue with existing system or make a change. With the introduction of timesheets online, there may be an option to utilize online work orders through BS&A for a unified system. Would be worth exploring.	We were using iWorQ for work order management.	Schedule training if continuing or work to determine contract cancellation if no longer desiring to utilize.	REMOVED
Water Policies	Fall	There are a few policies that should likely be addressed. We focused on new rate structure first and were planning to circle back on these. They would include after hours service calls/costs and bulk water sales.	Review current policy and determine if changes are necessary.	Propose any necessary changes in cost or process.	TBA
Rental Inspections	Summer/Fall	Rental Inspection Letters were sent and process should be ongoing. Will need to review reports that emerge from process and determine path forward in licensing required via ordinance and/or whether any of inspection reporting should be public facing.	Review information from SafeBUILT. Determine how process is going and if results are satisfactory. Decide if/how public should have access to information.	Work with SafeBUILT on the process and review reports and procedures.	Completed
Code Enforcement	Fall/Winter	Along with Rental Inspections, SafeBUILT is providing Code Enforcement Services on an as-needed basis.	Work with Chief to determine next steps.	Goal was to select 10 worst issues and work through those with SafeBUILT to get a feel for process and create framework for addressing future issues.	TBA
Agenda Management	FY 22	To this point, we have gone through several iterations of Agenda options. From scanning through the MFP to using Acrobat to Towncloud. The goal throughout was an easier system that allowed for increased collaboration and transparency.	Decide if Village should continue with TownCloud, pursue a different software provider, or return to just using PDF. If changing, update website to ensure visitors/residents can find documentation easily.	Determine a path, communicate to stakeholders, update website.	REMOVED
Municipal Code Updates	Quarterly	MuniCode facilitates quarterly updates for ordinances.	if any new ordinances are passed they need to be submitted to ords@municode.com	Email new ordinances as they may be passed.	Completed
Quarterly 941	Due September 30th	Submit Quarterly 941 reports to IRS	Reports are due Quarterly	Will need to be submitted in October for September 30th	Completed

Projects List					
Office					
Project	Timeline	Description	Status	Next Steps	UPDATES 5/1/2022
Health Insurance Renewal	Fall	Work with Miller-Schuring Agency (Chuck May) or other provider to procure quote for renewal for health insurance and/or other employee benefits options. Current service runs through December, but planning usually starts in September. Rename Lagoon BLVD to Carl Wicket BLVD	Contact Chuck May and/or any other vendor you may choose Conacted State and it is local road so they can just be emailed an updated map with change. Checked with County they had no objection.	Determine path for renewal of benefits. Check with Post Office. Submit minutes from meeting when approved and get approval from Postmaster to change. No residential addresses exist on that road.	Completed Completed
Rename Lagoon BLVD	OverDue	Budget Planning typically begins with meetings with Department Heads in October. This is followed up with Budget Committee Meetings in November/Dec. Typically, those are broken up into 2 or 3 meetings. The first is wages/benefits. Second is CIP. And Third is draft. This process can be modified as needed.	Begin discussions with Chief and Jimmy on needs for FY 23 and creating Budget Requests/Forecasts	Schedule meetings with Jimmy and Tom for October.	Completed
FY 23 Budget	Fall				
Council					
Project	Timeline	Description	Status	Next Steps	
Digital Project	Fall/Winter	Goal was to offer iPad or Surface Go tablets to all Councilmembers. Plan was to eliminate need for paper documents and allow for seamless updates on packets and access to email. In addition to tablets, we wanted to offer options for powerpoint presentations, both for Agenda items but from 3rd parties as well. Plan was to look at either a projector system or utilize large TVs.	Put on hold in FY 21 due to COVID. Was planning to pursue this fall and take advantage of Black Friday pricing or something to that effect. Put on hold in FY 21 due to COVID. Was planning to pursue this fall and take advantage of Black Friday pricing or something to that effect.	Determine if this is path desired, plan for implementation. Determine if this is path desired, plan for implementation.	ONGOING ONGOING
Projector/TVs	Fall/Winter	Council Chambers have not been updated in almost 20 years. Pastor Coleman highlighted the fact that the pictures and displays are not overly inclusive of our diverse community. Plan was to look at starting an employee committee to review options for updates and determine how to modernize the displays in a cost effective manner.	No committee was formed yet, but would likley consist of Chief, Evelyn, Councilmember or two, and Clerk. An example of where diversity could occur is Charles Mahoney. He was the first African American United Nations delegate and from Decatur. Yet, no photos or mentions are found anywhere at Village Hall. So, broadening our history to include more diverse individuals is one way or, rather than focusing on achievements and reverse for 60 to 80 years ago, focus branding on today and tomorrow and set up displays that in some way show where we want to go.	Decide if this path is desired. If so, establish a committee and begin discussion options.	ONGOING
Chamber Decoration	FY 22				
DDA					
Project	Timeline	Description	Status	Next Steps	

Projects List					
Office					
Project	Timeline	Description	Status	Next Steps	UPDATES 5/1/2022
Sale of Old Car Garage	Fall	This was in-process back at the end of June. There was an issue were a semi backed into the building causing damage. Kim was working on determining what we needed to do before proceeding with Sale. Cooper had suggested we wait until after that was resolved. I do not know where we stand at this time.	Follow up with Cooper to see if there is any reason to hold back. If sale is as-is, have Kody Hillring look at building again and decide if he still wishes to go forward.	Follow up with attorney and interested buyer.	Completed
New Street Banners	ASAP	Street Banners on Phelps are in poor condition. During last DDA meeting, decision was made to get quotes and try to get some examples.	I was working with Kalamazoo Banner Works on options. Would be good to reach out to them and see if some mockups might be possible to give DDA some choices. Maybe create 3 or 4 options for them to choose.	Create some examples for DDA to select the options they want to see going forward.	
PD					
Project	Timeline	Description	Status	Next Steps	
Server	Fall	The current server is EOL. However, with WatchGuard move to cloud, existing server could be converted to serve that purpose and save money. Explore this with IT Right and determine path forward.	Will need to have WatchGuard Cloud service up and running before proceeding.	Work with Chief on when WatchGuard Cloud is active then work with IT Right on planing this change.	Completed
WatchGuard	Fall	Plan is to move to cloud services and upgraded cameras. Paperwork to do so was approved, just need to see timeline of completion.	Follow up on status with Chief.	Check with Chief on where we stand. Set timeline with WatchGuard.	
					Completed
DPW/Parks					
Project	Timeline	Description	Status	Next Steps	
Address Yard Waste Dumping	Ongoing-ASAP	Have had several issues for years with Yard Waste dumping at Red Woolfe Park (Jimmy will know what you are talking about). Before we get too many leaves falling, create a letter and have DPW post to all residences in that area reminding them that dumping is illegal, will not be tolerated, and may be fined if caught doing so.	Work with Jimmy to draft a letter that can be posted and sent. Coordinate with PD for citations if letter is ignored.	Finalize letter.	Completed
Park Improvements	Ongoing	Review Parks and Recreation Plan and determine path for improvements. Ideal candidates are improvements at Skate Park (Parking Lot/Bathrooms), Red Woolfe Park (bathrooms/possible new building), and possible planning for a SplashPad.	Early planning. Will need to work with Parks Liason and, possibly, set up a committee to explore options. DNR Grant Apps are due in January. Was planning to work up something for application for Jan 22.	Discuss setting up committee, review parks and rec plan, decide CIP for parks, and plan for grant options.	

Projects List					
Office					
Project	Timeline	Description	Status	Next Steps	UPDATES 5/1/2022
Snow Removal - Policy Updat Fall		A new policy on Snow Removal needs to be explored. This would be two-fold. First, we would need to address scheduling of staff. The current system of OT if before 7AM and not scheduled ahead is a problem. A better avenue is to stagger scheduling so it is regular and we can more effectively address concerns without needing excess OT. Secondly, a plan for snow/ice removal on sidewalks should be addressed. With increased staffing and the Kubota, a more detailed plan for addressing the clearing of sidewalks throughout the Village should be pursued.	I had tentatively discussed some of this with Jimmy. A more thorough discussion should be held from the standpoint of these changes are occurring, how do you want to help me implement them, rather than asking opinions. You'll get pushback, but you're the boss.	Discuss with Council/Jimmy and determine level of service you wish to provide and the manner in which staffing can be addressed to facilitate this.	ONGOING
Roads					
Project	Timeline	Description	Status	Next Steps	
Prairie Ronde	FY 23	Project planned for FY 23. Will need to hold an informational session this fall to discuss with property owners in that area and community at-large. Work with Wightman on determining fence issues and drafting a letter to address them.	Need to plan information meeting.	Contact Mickey on getting this ready.	ONGOING
George ST	FY 23	Grant approved for Cat. B. Need to work with Wightman to finalize and bid for FY 23.	Grant approved, Wightman to finish engineering.	Work with Mickey.	ONGOING
Local Road Projects	FY 23	Projects for FY 22 were put on hold due to waiting on CDBG Grant and COVID. They will need to be incorporated into FY 23 Budget from the Pavement Asset Managment Plan.	Plan all projects necessary for FY 23 and work on budget	Review TAMP and plan accordingly.	ONGOING
RTF	Fall	I was on the RTF Board. As I am no longer working in Van Buren County, they need a new board member. You would be encouraged to put your name in the hat.	Let SWMPC know the curent status	Offer your name as posible rep	ONGOING
Call For Projects RTF	Fall	RTF is calling for new projects for next funding cycle.	Work with Mickey on this. Phelps is most likley candidate	Work with Mickey to determine if a project should be proposed and work commenced for application.	ONGOING
Storm Sewer Televising	FY 23	This has been an item that was planned but, unfotunately, missed. Beginning in FY 23, we should plan to televise 20 to 25% of all storm sewer per year until complete.	Budget for work, plan early to get this going.	Prepare for project in Spring 2022.	ONGOING
Water & Sewer					
Project	Timeline	Description	Status	Next Steps	
Water Tower Cleaning	FY22/FY23	Work with Jimmy to schedule Water Tower Cleaning	Jimmy was working on Quotes to get this all set.	Schedule service to be completed.	Completed
		This is in process. Mickey mentioned possibly needing some other documentation from Office and/or DPW. Work to determine that, get everything sent, and, once done, send final plan to EGLE.	In Process. Follow up with Mickey.	Follow-up with Mickey..	Completed
Water Reliability Study	Fall				

[illegible]



Village of Decatur
114 N Phelps Street
Decatur, MI 49045

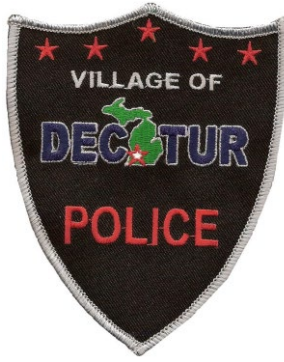
MEMORANDUM – MONTHLY REPORT

TO: Village Council
FROM: Jimmy Ebeling, DPW
REVIEWED BY: Christopher Tapper, Village Manager
DATE: September 6, 2022

SUBJECT: August 2022 Monthly Report from DPW

August 2022 – Jobs completed

Marked 14 Miss Digs
Installed 3 water services
Installed 3 new stop signs
Maintenance on Freightliner dump truck
Sanitary sewer maintenance
Read Water Meters for billing
Did water samples for Monthly Analysis Report – took to Paw Paw Lab – sent results to EGLE
Completed annual water monitoring
Food truck prep and pick up (tables and garbage receptacles)
Final meter readings for 4 accounts
Park maintenance (Red Woolfe Park, Raider Romp, DDA Park, Fire Station Park)
Cleaned bathrooms at Red Woolfe Park
Watered flowers in pots on Phelps St. every morning
Cleaned bathrooms at Raider Romp Pavilion every morning
Jetter maintenance/serviced
Mowed road shoulders and area around lagoons
Cleaned up storm damage
Trimmed brush/trees throughout Village
Painted road lines and parking lines throughout the Village
Equipment maintenance
Assisted with Prairie Ronde Project



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: August 30, 2022
Ref: Monthly Report for the Month of August 2022

Meetings / Events / Information:

- Treatment Court Policy Meeting
- Council Meeting
- Meeting with Local Chief's
- Meeting with MCOLES Rep
- Chief's of Police Association Meeting
- Fire Board Meeting
- August 16th, Public Safety Professional Night at Wal-Mart in Paw Paw

Training:

- August 22nd: Active Shooter Training at the High School, Training was with School Personnel: VanDerWoude, Rigg, Dahlquist, Frank

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

Arrests: July 25, 2022, to August 30, 2022

- 7-27-22, Male, Two Friend of the Court Warrants
- 7-27-22, Female, Warrant for Dangerous Drugs, Warrant for Probation Violation
- 8-2-22, Male, Parole Violation
- 8-9-22, Female, Warrant, Contempt of Court
- 8-13-22, Male, Possession of Meth
- 8-16-22, Male, R&C Warrant
- 8-17-22, Male, Child Support Warrant
- 8-23-22, Male, Child Support Warrant

Calls for Service / Reports Taken: July 25, 2022 to August 30, 2022

- General Assist

- Blight
- Blight
- Blight
- Assist VBCS
- Breaking and Entering
- Assist Medical
- Vehicle Fire
- Drove While License Suspended
- Health and Safety
- Parking
- Parking
- Four Warrant Arrests
- Found Property
- Salvage
- Salvage
- Sex Offense
- Traffic Violation
- Assist MSP
- Parking
- Salvage
- Parking
- Violation of Controlled Substance
- Suspicious Fire
- Found Property
- Ordinance Violation
- General Assist
- Stolen Vehicle
- Suicidal Subject
- Creating a Disturbance
- Assist VBCS
- Salvage
- Salvage
- Suicidal Person
- Found Property
- Parole Violation
- MDOP
- Criminal Sexual Conduct Complaint
- Found Property
- Retail Fraud / Trespass
- Assist Fire / Storm Damage
- Assist Fire
- Liquor Inspections
- Traffic Violation
- Assist MSP
- Suspicious Situation

- Property Inspection
- Obstructing Police
- Blight
- Traffic Violation
- Driving Law Violations
- General Assist
- Assist Medical
- Absconding
- Salvage
- Blight
- Blight
- Assist Medical
- Assist MSP – Domestic
- Ordinance Violation
- Lost / Found Child
- Assist MSP and VBCS Warrant Arrest
- Blight
- Property Inspection
- Lost / Found Property
- Alarm
- Driving Law Violation
- Warrant Arrest
- General Assist
- Property Inspection
- Blight
- Assist VBCS
- Blight
- Blight
- Dog at Large
- Salvage
- Salvage
- Salvage
- Blight
- Domestic
- PO Stand-By
- Blight
- Assault
- Suspicious Situation
- Driving Law Violations
- Assist Medical
- Blight
- Violation of Controlled Substance
- MDOP
- Hit and Run Accident
- Assist Medical

- General Assist
- Salvage
- R&C
- Larceny
- Warrant Arrest x 2
- Suspicious Situation
- Parking
- Assist Medical
- Parking
- Salvage
- Ordinance Violation
- Suspicious Situation
- Death Investigation
- PDA
- Trespass
- General Assist
- Civil Dispute
- Fleeing and Eluding
- Found Property
- Alarm
- Careless Driving
- Assist Medical
- Careless Driving
- Warrant Arrest
- Motorist Assist
- Stolen Motorcycle
- Breaking and Entering
- Assist Medical
- General Assist
- Dog at Large
- Found Property
- Salvage
- Salvage
- Blight
- Assist Medical
- Drove While License Suspended, No Insurance
- Parking
- Assist Medical
- Assist Medical
- Domestic
- Assist MSP
- PBT Calibrations
- Accident Non-Traffic

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: September 6, 2022

SUBJECT: Decatur-Hamilton Fire & QR Report – August 2022

Action Requested:

It is requested that the Village Council receive a report from the July 2022, Decatur-Hamilton Fire & QR Departments and subsequently approve the Fire Board request to proceed with the purchase of capital equipment for the QR Department.

Background:

Fire Department agenda topics include; Chief's report, Secretary's report, Training report, Truck Captain's report, Building report. The Quick Response Department agenda topics include; Team Leader's report, QR vehicle discussion, QR staffing, Cascade O2 Systems.

Attachments:

Fire Department – agenda 7/31/2022
QR Department – agenda 7/31/2022

DECATUR-HAMILTON FIRE BOARD

MEETING MINUTES

Monday, July 25, 2022

1. Meeting called to order at 6:13PM. Kusmack K. Roll call was taken with Flowers, Gateley, Kusmack M, Newell. Flowers and Druskovich were absent-excused.
2. Public Comment N/A
3. Added "zoning questions" to New Business a.
4. Agenda approved as presented, Newell moved, Gateley seconded. CARRIED.
5. Gateley moved, Newell seconded, CARRIED, to approve minutes as amended.
6. Kusmack M reported on the Bills. Total of \$10,592.98. A check needs to be re-issued to Duncan. Gateley moved, Newell seconded, CARRIED to approve Bills as presented.
7. Kusmack M. gave the Treasurer's Report. \$90,359.36 in the General Fund, \$38,624.61 in the Savings, \$1234.90 in the Donation Fund, and \$698.93 in the Restitutions Fund. Chief noted that nothing had gone into the restitution fund in years and suggested to move it to the regular savings.
 - a. Did not have a budget to review
8. Officer Reports Kusmack moved, Gateley seconded to approve the officer's reports.
 - a. Chief's report
 - i. There is a generator problem that is being worked on. Air compressor on truck is broken trying to find the part, fan for stove is broken, new truck is delayed due to supply chain noting Orangeville was expecting delivery in March and it is still being built.
 - b. Secretary's report
 - c. Training report
 - i. Forceable entry training for July
 - d. Trucks captain's report
 - i. Nothing to add
 - e. Building report
 - i. Nothing to add
9. Auxilliary Report
 - a. Dunk tank for Midwest Fest and were awaiting where it would be located.j
10. Personnel
11. Unfinished Business
12. New Business
 - a. Zoning. Came up in response to getting a digital sign. It may be zoned residential, R1. There are a few options that are being looked at to resolve the issue.
13. Public Comment
 - a. Tom Bush will be starting Police Academy training starting in August and ending in December.
 - b. The Chicken Feed will take place on August 8
14. Adjournment
 - a. Kusmack M. moved, Gateley seconded at 6:30PM

2022
UPDATE NOTICE

As an employer in Decatur, MI, Decatur Village Fire Dept must ensure compliance with revised 2022 labor law posting requirements and replace any outdated notices.

Joe Gerhold
Executive
Decatur Village Fire Dept
420 W Delaware St
Decatur, MI 49045-9258

35181-L39 99/7 18



Return entire PERSONNEL CONCEPTS copy (top)
with your payment; yellow copy for your records.

STATE	ITEM	DESCRIPTION	QUAN.	PRICE	TOTAL
MI	SSL-U	2022 All-0n-0ne Space Saver-1™ Michigan and Federal Labor Law Poster		\$4.95	
	LAM	Please laminate the poster(s) I'm ordering for an additional \$10.00 each		\$10.00	
Subtotal					
Shipping and Processing					\$5.95
MI Businesses Add Your Local Sales Tax					
Total					

METHOD OF PAYMENT

☐ Check Enclosed Check #: _____ Check Amount: \$_____

☐ VISA ☐ MC ☐ AMEX ☐ Discover ☐ Bill My Company

Card No.

[illegible]

Exp.Date:

Mo. / Yr.

Personnel Concepts P.O. Box 3353, San Dimas, CA 91773-7353

(800) 333-3795 • Fax (800) 760-1190 www.personnelconcepts.com

PERSONNEL CONCEPTS COPY

PIN: PA88815464

Ref. No.: PA0651

Signature:

Email:

Phone:

LF0313-1

**WELCOME TO
OUR STORE**

00014065007

DECATUR CITGO ONE STOP

107 E DELAWARE ST

DECATUR MI 49045

< DUPLICATE RECEIPT >

Description	Qty	Amount
UNLD CA #04	5.358G	22.50
SELF @ 4.199/ G		
Subtotal		22.50
Tax		0.00
TOTAL		22.50
LOC	\$	22.50

DEALER#: 00014065007 Term ID: 10

THANKS COME AGAIN

ST# AB123 TII XXXX DR# 1 TRAN# 1018496

7/31/22 2:23:33 PM

2
5
0

**Dinges Fire Company**

243 E. MAIN ST.
AMBOY, IL 61310
ph: 815-857-2000
fx: (815) 857-3700
Website: www.DingesFire.com

Invoice

Date: 08/04/2022
Invoice #: 31071
Customer ID: 13767
Due Date: 09/03/2022

BILL TO:

Decatur Hamilton Fire Dept (Decatur, MI)
420 West Delaware Street
Decatur, MI 49045
United States

SHIP TO:

Decatur Hamilton Fire Dept / Tom Bush
45187 86th Avenue
Decatur, MI 49045
United States

P.O. #	TRACKING #	TERMS
		Net 30 Day Terms

ITEM #	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10051-MSA-Helmet	1	Helmet by MSA Cairns Black in color with Borks C-TRD-51M2A1231A000	410.00	\$410.00
00000-03	1	Shipping & Handling DS	27.87	\$27.87

Other Comments or Special Instructions

1. Total payment due within 30 days
2. Accounts not paid within 60 days of the date of invoice are subject to a 2% monthly finance charge
3. Please include the invoice number on your check.
4. All Returns Must Be Processed Within 14 days of Delivery. Click here for Return/Refund policy: <https://www.dingesfire.com/returns/>

SUBTOTAL	\$437.87
Discount	\$0.00
Sales Tax	\$0.00
TOTAL	\$437.87
Amount Paid	\$0.00
TOTAL DUE	\$437.87

For questions regarding this invoice, please contact customer service at (815) 857-2000 or customerservice@dingesfire.com.

Please make all checks payable to Dinges Fire Company.

Thank You For Your Business!

Please detach the portion below and return it with your payment

Dinges Fire Company
243 E. MAIN ST.
AMBOY, IL 61310
Phone: 815-857-2000

REMITTANCE

DATE
INVOICE #
CUSTOMER ID

31071
13767

AMOUNT ENCLOSED

**Dinges Fire Company**

243 E. MAIN ST.
AMBOY, IL 61310
ph: 815-857-2000
fx: (815) 857-3700
Website: www.DingesFire.com

Invoice

Date: 08/05/2022
Invoice #: 31077
Customer ID: 13767
Due Date: 09/04/2022

BILL TO:

Decatur Hamilton Fire Dept (Decatur, MI)
420 West Delaware Street
Decatur, MI 49045
United States

SHIP TO:

Decatur Hamilton Fire Dept / Tom Bush
45187 86th Avenue
Decatur, MI 49045
United States

P.O. #**TRACKING #****TERMS**

Net 30 Day Terms

ITEM #	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10051-MSA-Helmet	1	880 helmet with bourke eyeshield COLOR white, C-TRD-51M3A1231A00	410.00	\$410.00
00000-03	1	Shipping & Handling DS	27.87	\$27.87

Other Comments or Special Instructions

1. Total payment due within 30 days
2. Accounts not paid within 60 days of the date of invoice are subject to a 2% monthly finance charge
3. Please include the invoice number on your check.
4. All Returns Must Be Processed Within 14 days of Delivery. Click here for Return/Refund policy: <https://www.dingesfire.com/returns/>

SUBTOTAL	\$437.87
Discount	\$0.00
Sales Tax	\$0.00
TOTAL	\$437.87
Amount Paid	\$0.00
TOTAL DUE	\$437.87

For questions regarding this invoice, please contact customer service at (815) 857-2000 or customerservice@dingesfire.com.

Please make all checks payable to Dinges Fire Company.

Thank You For Your Business!

Please detach the portion below and return it with your payment

Dinges Fire Company
243 E. MAIN ST.
AMBOY, IL 61310
Phone: 815-857-2000

REMITTANCE

DATE
INVOICE #
CUSTOMER ID

31077
13767

AMOUNT ENCLOSED

**Dinges Fire Company**

243 E. MAIN ST.
AMBOY, IL 61310
ph: 815-857-2000
fx: (815) 857-3700
Website: www.DingesFire.com

Invoice

Date: 08/08/2022
Invoice #: 31166
Customer ID: 13767
Due Date: 09/07/2022

BILL TO:

Decatur Hamilton Fire Dept (Decatur, MI)
420 West Delaware Street
Decatur, MI 49045
United States

SHIP TO:

Decatur Hamilton Fire Dept / Tom Bush
45187 86th Avenue
Decatur, MI 49045
United States

P.O. #**TRACKING #****TERMS**

1ZV015E20322624519

Net 30 Day Terms

ITEM #	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10501-MK-1-L	3	Vanguard MK-1 Fire Glove - L	86.95	\$260.85
10501-MK-1-XL	3	Vanguard MK-1 Fire Glove - XL	86.95	\$260.85
10501-SQ-1-L	3	Vanguard SQ-1 Glove - L	52.95	\$158.85
10501-SQ-1-XL	3	Vanguard SQ-1 Glove - XL	52.95	\$158.85
00000-03	1	Shipping & Handling DS	21.21	\$21.21

Other Comments or Special Instructions

1. Total payment due within 30 days
2. Accounts not paid within 60 days of the date of invoice are subject to a 2% monthly finance charge
3. Please include the invoice number on your check.
4. All Returns Must Be Processed Within 14 days of Delivery. Click here for Return/Refund policy: <https://www.dingesfire.com/returns/>

SUBTOTAL	\$860.61
Discount	\$0.00
Sales Tax	\$0.00
TOTAL	\$860.61
Amount Paid	\$0.00
TOTAL DUE	\$860.61

For questions regarding this invoice, please contact customer service at (815) 857-2000 or customerservice@dingesfire.com.

Please make all checks payable to Dinges Fire Company.

Thank You For Your Business!

Please detach the portion below and return it with your payment

REMITTANCE

Dinges Fire Company
243 E. MAIN ST.
AMBOY, IL 61310
Phone: 815-857-2000

DATE
INVOICE #
CUSTOMER ID

31166

13767

AMOUNT ENCLOSED

**Dinges Fire Company**

243 E. MAIN ST.
AMBOY, IL 61310
ph: 815-857-2000
fx: (815) 857-3700
Website: www.DingesFire.com

Invoice

Date: 08/09/2022
Invoice #: 31209
Customer ID: 13767
Due Date: 09/08/2022

BILL TO:

Decatur Hamilton Fire Dept (Decatur, MI)
420 West Delaware Street
Decatur, MI 49045
United States

SHIP TO:

Decatur Hamilton Fire Dept / Tom Bush
45187 86th Avenue
Decatur, MI 49045
United States

P.O. #	TRACKING #	TERMS
	276277648501	Net 30 Day Terms

ITEM #	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10075-Sewn-Front	8	4,5,6" leather front with sewn or recessed letters - BYB: Number (BYB103905)	71.95	\$575.60
00000-03	1	Shipping & Handling DS	23.97	\$23.97

Other Comments or Special Instructions

1. Total payment due within 30 days
2. Accounts not paid within 60 days of the date of invoice are subject to a 2% monthly finance charge
3. Please include the invoice number on your check.
4. All Returns Must Be Processed Within 14 days of Delivery. Click here for Return/Refund policy: <https://www.dingesfire.com/returns/>

SUBTOTAL	\$599.57
Discount	\$0.00
Sales Tax	\$0.00
TOTAL	\$599.57
Amount Paid	\$0.00
TOTAL DUE	\$599.57

For questions regarding this invoice, please contact customer service at (815) 857-2000 or customerservice@dingesfire.com.

Please make all checks payable to Dinges Fire Company.

Thank You For Your Business!

Please detach the portion below and return it with your payment

Dinges Fire Company
243 E. MAIN ST.
AMBOY, IL 61310
Phone: 815-857-2000

REMITTANCE

DATE
INVOICE #
CUSTOMER ID

AMOUNT ENCLOSED

31209
13767

**Dinges Fire Company**

243 E. MAIN ST.
AMBOY, IL 61310
ph: 815-857-2000
fx: (815) 857-3700
Website: www.DingesFire.com

Invoice

Date: 07/25/2022
Invoice #: 30760
Customer ID: 13767
Due Date: 08/24/2022

BILL TO:

Decatur Hamilton Fire Dept (Decatur, MI)
420 West Delaware Street
Decatur, MI 49045
United States

SHIP TO:

Decatur Hamilton Fire Dept / Tom Bush
45187 86th Avenue
Decatur, MI 49045
United States

P.O. #**TRACKING #****TERMS**

Net 30 Day Terms

ITEM #	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10582-Repair-TotalCa re	1	***Garment is already at LION TotalCare after evaluation on PRA 160532*** A - Garment Type: Pant, B - Manufacturer/Model: (LION), D - Name on Inside Label (HEATH SEELEY), E - Cleaning: New Garment - No Cleaning Needed, - F - Inspection: No Inspection Requested, G - Pre-Approval Amount: Up to \$250, I - Modification: Increase Pant Waist [M24] (2")	195.40	\$195.40

Other Comments or Special Instructions

1. Total payment due within 30 days
2. Accounts not paid within 60 days of the date of invoice are subject to a 2% monthly finance charge
3. Please include the invoice number on your check.
4. All Returns Must Be Processed Within 14 days of Delivery. Click here for Return/Refund policy: <https://www.dingesfire.com/returns/>

SUBTOTAL	\$195.40
Discount	\$0.00
Sales Tax	\$0.00
TOTAL	\$195.40
Amount Paid	\$0.00
TOTAL DUE	\$195.40

For questions regarding this invoice, please contact customer service at (815) 857-2000 or customerservice@dingesfire.com.

Please make all checks payable to Dinges Fire Company.

Thank You For Your Business!

Please detach the portion below and return it with your payment

Dinges Fire Company
243 E. MAIN ST.
AMBOY, IL 61310
Phone: 815-857-2000

REMITTANCE

DATE

INVOICE #

CUSTOMER ID

AMOUNT ENCLOSED

30760
13767

--

Decatur Hardware
105 S Phelps St
Decatur MI, 49045

PAGE NO 1

PHONE: (269) 423-8818

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
1019	000			NET EOM	VM	8/7/22 9:39

TERMINAL: 556

SOLD TO:

DECATUR FIRE DEPT
120 N PHELPS

Decatur MI 49045

SHIP TO:

TAX: NP NON PROFIT

INVOICE: 8082 /1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	7098395	FABRIC LANDSCP 4'X50'	32.99	1	32.99 /EA	32.99 N


(JOE)
** AMOUNT CHARGED TO STORE ACCOUNT **

32.99

TAXABLE	0.00
NON-TAXABLE	32.99
SUBTOTAL	32.99

TAX AMOUNT	0.00
TOTAL	32.99

TOT WT: 2.40

x 
Received By

PHONE: (269) 423-8818

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
1019	000			NET EOM	LS	8/7/22 9:10

TERMINAL: 555

SOLD TO:

DECATUR FIRE DEPT
120 N PHELPS

Decatur MI 49045

SHIP TO:

TAX: NP NON PROFIT

INVOICE: 8081 /1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	21096	STAPLE 9/16"T-50 1250PK	4.99	1	4.99 /EA	4.99 N
2	1	1	EA	2803005	CARBON FIBER STAPLR 18GA	37.99	1	37.99 /EA	37.99 N

TAXABLE	0.00
NON-TAXABLE	42.98
SUBTOTAL	42.98

(RANDY)
** AMOUNT CHARGED TO STORE ACCOUNT **

42.98

TAX AMOUNT	0.00
-------------------	-------------

TOTAL	42.98
--------------	--------------

TOT WT: 1.50

Received By X [Signature]

Decatur Hardware
105 S Phelps St
Decatur MI, 49045

PAGE NO 1

PHONE: (269) 423-8818

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
1019	000			NET EOM	CT	8/7/22 8:43

TERMINAL: 555

SOLD TO:

DECATUR FIRE DEPT
120 N PHELPS

Decatur MI 49045

SHIP TO:

TAX: NP NON PROFIT

INVOICE: 8080 /1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	7098395	FABRIC LANDSCP 4'X50'	32.99	1	32.99 /EA	32.99 N

(JAMIE)
** AMOUNT CHARGED TO STORE ACCOUNT **


32.99

TAXABLE 0.00
NON-TAXABLE 32.99
SUBTOTAL 32.99

TAX AMOUNT 0.00

TOTAL 32.99

TOT WT: 2.40


Received By

PAGE NO 1

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:	
1019	000			NET EOM	TG	7/30/22	11:39

Received By x/Kashm L 2

PAGE NO 1

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
1139	000			NET EOM	LS	7/31/22 2:16

SOLD TO:
DECATUR HAMILTON FIRE PREVENT
120 N PHELPS

DECATUR **MI** **49045**

INVOICE: 7986 /1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	7234321	GAS CAN NOSPILL 2.5 GAL	24.99	1	24.99 /EA	24.99

TAXABLE	24.99
NON-TAXABLE	0.00
SUBTOTAL	24.99

(HARRY)
**** AMOUNT CHARGED TO STORE ACCOUNT ****

26.49

TAX AMOUNT	1.50
-------------------	-------------

TOTAL	26.49
--------------	--------------

x Joseph Zuch

Received By



Alert-All Corp.
164 Orlan Road
New Holland, PA 17557

Phone: (800) 253-7825
Fax: (800) 445-7253

Receipt of Payment

Order Number	Date	Page
W30483	August 02, 2022	1 of 1

Bill To:

DECATUR-HAMILTON FIRE DEPT
ATTN: HARRY DUNCAN
420 WEST DELAWARE ST
DECATUR, MI 49045

Ship To:

DECATUR-HAMILTON FIRE DEPT
ATTN: HARRY DUNCAN
420 WEST DELAWARE ST
DECATUR, MI 49045

Customer ID	Sales Person	P.O. Number	Ship Date	Ship Via	Terms										
DEC4904542	Website	62022		FREE GROUND SHIPPING	Cash										
Ordered	UOM	Description			Unit Price	Extended									
250.00		999	STOCK DRAWSTRING BACKPACK			1.8000	450.00								
500.00		154	TATTOOS - FLAG JUNIOR FIREFIGHTER			0.2600	130.00								
500.00		237C	MALTESE CROSS - JR. FIREFIGHTER PLASTIC BAD 2 WEEKS PRODUCTION			1.1200	560.00								
500.00		813	STOCK - FIRE SAFETY LOLLIPOP ASSORTMENT			0.1700	85.00								
1.00		813F	FREE 250 LOLLIPOP - OFFER 1 PER ORDER												
500.00		370	EXCLUSIVE ASSORTED FIRE SAFETY ERASERS			0.4200	210.00								
100.00		684	NEW - GET OUT STAY OUT GREEN GLOW BAND			0.9700	97.00								
500.00		827CR	IMP. 20 oz RED BIKE BOTTLE W/ FIRE HAT LID 2 WEEKS PRODUCTION			1.6500	825.00								
1.00		SHIP	FREE UPS GROUND SHIPPING												
<div>Reimburse Fire Prevention \$2000⁰⁰ that is on budget.</div>															
<div>Current Payments Applied to Invoice</div> <table><tr><th>Date</th><th>Reference</th><th>Amt</th><th>Auth. Code</th></tr><tr><td>8/2/2022</td><td>MC: *** 6949</td><td>\$2,357.00</td><td>202543</td></tr></table>								Date	Reference	Amt	Auth. Code	8/2/2022	MC: *** 6949	\$2,357.00	202543
Date	Reference	Amt	Auth. Code												
8/2/2022	MC: *** 6949	\$2,357.00	202543												
Down Payment: \$2,357.00						Subtotal	2,357.00								
Last Payment: 8/2/2022						Freight	-								
Card Info: MC: *** 6949						Sales Tax	-								
Transaction ID: 795315						TOTAL	2,357.00								
Authorization Code: 202543															
Balance: \$0.00															
Customer Signature _____															



262 E. MICHIGAN AVE. • KALAMAZOO, MI 49007 • TEL: 269.381.8913 • FAX: 269.381.8915

INVOICE # 16,174

- › Corporate Wear
- › Industrial Work Clothes
- › Healthcare & Career Apparel
- › Specialty Uniforms
- › Custom Embroidery Available

Sold To: DECATUR/ HAMILTON F.D. Date: 7-20-22

Address: Per LT. RANDY HAUN 269-569-4015 (c)
420 W. DELAWARE

City/State/Zip: DECATUR 49045

[illegible]

UNCLE BEN'S UNIFORMS
262 E MICHIGAN AVE
KALAMAZOO, MI 49007
269-381-8913
4139980139247

Merchant ID: 2447
Term #: 0001
Store #: 0001
Ref #: 0002

Sales

XXXXXX4337

MASTERCARD Entry Method: Manual

Total:	\$	118.00
--------	----	--------

07/20/22 16:00:39

Inv #: 000002 Appr Code: 150039

Transaction ID: 0720HDJAS5SKY

Apprvd: Online Batch#: 000121

AVS Code: ZIP HATCH Z

Customer Copy
THANK YOU!



UNCLE BEN'S & The Uniform Co.

The Full-Service Supplier For

BUSINESSES • GOVERNMENT • ORGANIZATIONS • INDIVIDUALS

262 E. MICHIGAN AVE. • KALAMAZOO, MI 49007 • TEL: 269.381.8913 • FAX: 269.381.8915

INVOICE # 16,177

- > Corporate Wear
- > Industrial Work Clothes
- > Healthcare & Career Apparel
- > Specialty Uniforms
- > Custom Embroidery Available

Sold To: DECATUR / Hamilton F.D. Date: 8-15-2022
 Address: Per Asst.Chief TOM BUSH (269-762-2480 Jason)
 (*Tom 269-806-6071*) 420 W. DELAWARE
 City/State/Zip: DECATUR, 49045

PAID

SOLD BY	CASH	CHECK	CHARGE	ON ACCOUNT	MDSE. RETD.	PAID OUT	C.O.D.
SB/Hse			XXX	*P.Card, Phone*			

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<u>Fitted & Taken 7/22/For: Jason Emmons</u>		
1	HS MENS DNV. EMT PANTS, sz. 34Waist (HS2360)		69.00
1	HS SS MNV DRESS UNIFORM SHIRT, XL (SP46 MNV)		49.00
<i>*Reimburse Fire Dept *</i>			

08/15/22 09:45:25
 Inv #: 000001 Appr Code: 084525
 Transaction ID: 0815MDJLH2VR
 Apprvd: Online Batch#: 000123
 AVS Code: ZIP MATCH Z
 CVC2 Code: MATCH M
 PO #: 698

Total: \$ 118.00
 XXXXXXXXXXXX4337
 MASTERCARD Entry Method: Manual

Phone Order

Merchant ID: 2447 Store #: 0001
 Term #: 0001 Ref #: 0001

UNCLE BEN'S UNIFORMS
 262 E MICHIGAN AVE
 KALAMAZOO, MI 49007
 269-381-8913
 41399801392447

PAID

SUB-TOTAL	118.00
SALES TAX	EXEMPT
TOTAL	\$118.00

THANK YOU FOR YOUR BUSINESS. PLEASE KEEP THIS COPY FOR REFERENCE

All claims and returned goods MUST be accompanied by this bill.

Customer Copy
 THANK YOU!

Secretary Report for August 2022

7 calls for month

Village 2-Electrical Hazard

Decatur Twp 1-Structure Fire
1-Co2/Fire Alarm
1-Power Line Down

Hamilton Twp 1-Grass Fire
1-Medical Assist

Reported as of August 22, 2022

Submitted by Secretary,

Amy M. Williams

Non Incident Event

Decatur-Hamilton Fire Dept

Reference# 1131

General Information

Start Date/Time 8/1/2022 6:30:00 PM

End Date/Time 8/1/2022 7:56:00 PM

Length in Hours 1.43

Location Firehall

Event Type Meeting,

Description Business Meeting

Comments

Personnel Attendance

ID#	Last Name, First	Length (Hours)	Attendance Type	Point Value
00000001	Arnold, Bill	1.43		0.00
00000002	Avery, Dale	1.43		0.00
00000025	Bishop, Scotty	1.43		0.00
00000050	Bishop, Xavier	1.43		0.00
00000029	Bush, Mike	1.43		0.00
00000027	Bush, Tom	1.43		0.00
00000004	Conklin, Jack	1.43		0.00
00000034	Cullen, Zachary	1.43		0.00
00000008	Duncan, Harry	1.43		0.00
00000009	Duncan, Scott	1.43		0.00
00000035	Dunkerley, Kenneth	1.43		0.00
00000048	Flowers, Nolyn	1.43		0.00
00000046	Flowers, Nychole	1.43		0.00
00000049	Flowers, Rilyn	1.43		0.00
00000037	Gerhold, Jacob	1.43		0.00
00000012	Gerhold, Joseph	1.43		0.00
00000054	Harris, Jesse	1.43		0.00
00000038	Haun, Chloe	1.43		0.00
00000024	Haun, Randall	1.43		0.00
00000023	Krall, Dustin	1.43		0.00
00000040	Shindeldecker, Tyler	1.43		0.00
00000016	Shugars, Ron	1.43		0.00
00000044	Williams, Marissa	1.43		0.00
		Total Manpower	32.89	
		Total Attended	23	

Personnel Involved

ID#	Last Name, First	Type
-----	------------------	------

Class, Evolutions, Topics

Training Type or Category	Description	Start	End	Length
				0.00

Non Incident Event

Decatur-Hamilton Fire Dept

Reference# 1132

General Information

Start Date/Time 8/1/2022 5:30:00 PM

End Date/Time 8/1/2022 6:30:00 PM

Length in Hours 1.00

Location Firehall

Event Type Meeting,

Description Officers Continuing Education

Comments

Personnel Attendance

ID#	Last Name, First	Length (Hours)	Attendance Type	Point Value
00000027	Bush, Tom	1.00		0.00
00000012	Gerhold, Joseph	1.00		0.00
00000024	Haun, Randall	1.00		0.00
Total Manpower			3.00	
Total Attended			3	

Personnel Involved

ID#	Last Name, First	Type
-----	------------------	------

Class, Evolutions, Topics

Training Type or Category	Description	Start	End	Length
				0.00

Non Incident Event

Decatur-Hamilton Fire Dept

Reference# 1133

General Information

Start Date/Time 8/7/2022 8:00:00 AM

End Date/Time 8/7/2022 11:00:00 AM

Length in Hours 3.00

Location Firehall

Event Type Training,

Description Maintenance

Comments**Personnel Attendance**

ID#	Last Name, First	Length (Hours)	Attendance Type	Point Value
00000001	Arnold, Bill	3.00		0.00
00000027	Bush, Tom	3.00		0.00
00000004	Conklin, Jack	3.00		0.00
00000034	Cullen, Zachary	3.00		0.00
00000005	Dragomir, David	3.00		0.00
00000035	Dunkerley, Kenneth	3.00		0.00
00000046	Flowers, Nychole	3.00		0.00
00000012	Gerhold, Joseph	3.00		0.00
00000038	Haun, Chloe	3.00		0.00
00000023	Krall, Dustin	3.00		0.00
		Total Manpower	30.00	
		Total Attended	10	

Personnel Involved

ID#	Last Name, First	Type
-----	------------------	------

Class, Evolutions, Topics

Training Type or Category	Description	Start	End	Length
				0.00

Non Incident Event

Decatur-Hamilton Fire Dept

Reference# 1134

General Information

Start Date/Time 8/15/2022 6:30:00 PM

End Date/Time 8/15/2022 8:30:00 PM

Length in Hours 2.00

Location Firehall

Event Type Training,

Description Pump Training

Comments

Personnel Attendance

ID#	Last Name, First	Length (Hours)	Attendance Type	Point Value
00000001	Arnold, Bill	2.00		0.00
00000027	Bush, Tom	2.00		0.00
00000004	Conklin, Jack	2.00		0.00
00000046	Flowers, Nychole	2.00		0.00
00000049	Flowers, Rilyn	2.00		0.00
00000012	Gerhold, Joseph	2.00		0.00
00000038	Haun, Chloe	2.00		0.00
00000024	Haun, Randall	2.00		0.00
00000023	Krall, Dustin	2.00		0.00
00000044	Williams, Marissa	2.00		0.00
		Total Manpower	20.00	
		Total Attended	10	

Personnel Involved

ID#	Last Name, First	Type
-----	------------------	------

Class, Evolutions, Topics

Training Type or Category	Description	Start	End	Length
				0.00



Inventory

Action # 1068

Service Information

Date Done 08/04/2022

Out of Service 0.0 Hrs.

Additional 1420

Vendor

Personnel 00000029 Mike Bush

Status

Outside Work # 1420

Notes

Mileage: 4502.3

Engine Hours: 415.1

Pump: 80.51

Fuel Level: Full

Calls: 7

Comments: Nothing at this time.

Service Parts

Service Parts		Part Cost	Quantity	Part Total	Labor Length	Labor Rate	Labor Cost	Shipping Cost
Part Number	Description							
		0.00	0	0.00	0.00	0.00	0.00	0.00
Service Total	Shipping Cost		0.00		Labor Length		0.00	
	Part Total		0.00		Labor Total		0.00	
	Total Cost			0.00				



Inventory

Action # 1069

Service Information

Date Done 08/20/2022

Out of Service 0.0 Hrs.

Additional 1421

Vendor

Personnel 00000001 Bill Arnold

Status

Outside Work # 1421

Notes

Mileage: 31440.3

Engine Hours: 2528.8

Pump: 669.0

Fuel Level: 7/8

Calls:3

Comments: Nothing new

Service Parts

Service Parts		Part Cost	Quantity	Part Total	Labor Length	Labor Rate	Labor Cost	Shipping Cost
Part Number	Description							
		0.00	0	0.00	0.00	0.00	0.00	0.00
Service Total	Shipping Cost		0.00		Labor Length		0.00	
	Part Total		0.00		Labor Total		0.00	
	Total Cost			0.00				



Inventory

Action # 1070

Service Information

Date Done 08/19/2022

Out of Service 0.0 Hrs.

Additional 1422

Vendor

Personnel 00000017 Rich Secondi

Status

Outside Work # 1422

Notes

Mileage: 13835.5

Engine Hours: 1174.3

Pump: 210.8

Fuel Level: 3/4

Calls: 0

Comments: Missing 2 packs/4 bottles (1pack & all bottles are in room to refill)

Service Parts

Service Parts		Part Cost	Quantity	Part Total	Labor Length	Labor Rate	Labor Cost	Shipping Cost
Part Number	Description							
		0.00	0	0.00	0.00	0.00	0.00	0.00
Service Total	Shipping Cost		0.00		Labor Length		0.00	
	Part Total		0.00		Labor Total		0.00	
	Total Cost			0.00				



Inventory

Action # 1071

Service Information

Date Done 08/10/2022

Out of Service 0.0 Hrs.

Additional 1430

Vendor

Personnel 00000025 Scotty Bishop

Status

Outside Work # 1430

Notes

Mileage: 11575.1 Engine Hours: 1095
Pump Hours: N/A Fuel Level: Full

Runs: 2

Comments: Portable radio is not in truck

Service Parts

Part Number	Description	Part Cost	Quantity	Part Total	Labor Length	Labor Rate	Labor Cost	Shipping Cost
		0.00	0	0.00	0.00	0.00	0.00	0.00
Service Total		Shipping Cost		0.00	Labor Length		0.00	
		Part Total		0.00	Labor Total		0.00	
Total Cost			0.00					



Inventory

Action # 1072

Service Information

Date Done 08/20/2022

Out of Service 0.0 Hrs.

Additional 1464

Vendor

Personnel 00000034 Zachary Cullen

Status

Outside Work # 1464

Notes

Mileage: 11784

Engine Hours: 1147.4

Pump:

Fuel Level: Full

Calls: 2

Comments:Flares, front passenger fender light still out

Service Parts

Part Number	Description	Part Cost	Quantity	Part Total	Labor Length	Labor Rate	Labor Cost	Shipping Cost
		0.00	0	0.00	0.00	0.00	0.00	0.00

Service Total

Shipping Cost	0.00	Labor Length	0.00
Part Total	0.00	Labor Total	0.00
Total Cost	0.00		



Inventory

Action # 1073

Service Information

Date Done 08/14/2022

Out of Service 0.0 Hrs.

Additional 1465

Vendor

Personnel 00000035 Kenneth Dunkerley

Status

Outside Work # 1465

Notes

Mileage: 2409.0 Engine Hours: 266
Pump Hours: N/A Fuel Level: 3/4

Runs: 1

Comments: Nothing at this time.

Service Parts

Part Number	Description	Part Cost	Quantity	Part Total	Labor Length	Labor Rate	Labor Cost	Shipping Cost
		0.00	0	0.00	0.00	0.00	0.00	0.00
Service Total		Shipping Cost		0.00	Labor Length		0.00	
		Part Total		0.00	Labor Total		0.00	
Total Cost			0.00					



Inventory

Action # 1074

Service Information

Date Done 08/21/2022

Out of Service 0.0 Hrs.

Additional 1471

Vendor

Personnel 00000023 Dustin Krall

Status

Outside Work # 1471

Notes

Mileage: 8042.2

Engine Hours: 1186.3

Pump: n/a

Fuel Level: Full

Calls: 5

Comments: Nothing new to report

Service Parts

Part Number	Description	Part Cost	Quantity	Part Total	Labor Length	Labor Rate	Labor Cost	Shipping Cost
		0.00	0	0.00	0.00	0.00	0.00	0.00

Service Total	Shipping Cost	0.00	Labor Length	0.00
	Part Total	0.00	Labor Total	0.00
	Total Cost	0.00		



Inventory

Action # 1075

Service Information

Date Done 08/19/2022

Out of Service 0.0 Hrs.

Additional 1472

Vendor

Personnel 00000043 Austin Mead

Status

Outside Work # 1472

Notes

Mileage: 680.6
Pump: n/a
Calls:

Engine Hours: 91.4
Fuel Level: Full

Comments: Nothing new to report

Service Parts

Part Number	Description	Part Cost	Quantity	Part Total	Labor Length	Labor Rate	Labor Cost	Shipping Cost
		0.00	0	0.00	0.00	0.00	0.00	0.00
Service Total		Shipping Cost		0.00	Labor Length		0.00	
		Part Total		0.00	Labor Total		0.00	
Total Cost			0.00					

DECATUR-HAMILTON QUICK RESPONSE BOARD

MEETING MINUTES

Monday, July 25, 2022

1. The meeting was called to order at 6:00 PM by Kusmack K. Roll call was taken with Flowers, Gateley, Kusmack M, Newell. Flowers and Druskovich were absent-excused.
2. No public comment was given.
3. No additions or deletions were made to the Agenda.
4. Newell moved, Gateley seconded, CARRIED, to approve the Agenda as Presented
5. Newell moved, Gateley seconded, CARRIED, to approve minutes as amended.
6. Kusmack reported on the bills with a total of \$3,501.78 and income of \$9811.73. Newell moved, Gateley seconded, CARRIED.
7. Kusmack gave the Treasurer's report indicating fund balance of \$147,952.65 in the General Fund, \$443.22 in the Member's Savings Fund, and \$113,235.50 in the Capital Expenditure Fund for a total fund balance of \$261,631.37.
 - a. Do not have a budget to view at this time
8. Officer Report
 - a. Team Leader's Report
 - i On pace for more than 600 calls this year.
 - b. Awards
 - i On May 20th the following were involved in saving a Three-year old from drowning: Mike Bush, Sean Holmes, Rylin Flowers, Chloe Haun, Brianna Doberstein, Randy Haun and dispatcher Tom Bush. These members were recognized and thanked for their work. Newell moved, Gateley seconded, CARRIED.
9. Personnel, nothing to add
10. Unfinished Business
 - a. QR Vehicle
 - b. Credit Card
 - c. Cascade O2, Getting account set up with Purity for bottles. Newell moved, Gateley seconded, CARRIED.
11. New Business
12. No public comment was given.
13. Kusmack M. moved to adjourn, Gateley seconded, CARRIED. Meeting adjourned at 6:13PM.



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: September 6, 2022

SUBJECT: Financial Statement – August 2022

Action Requested:

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

Background:

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

Attachment(s):

Cash Balances

Revenue & Expense Report

09/01/2022 11:28 AM
User: C.TAPPER
DB: Decatur

CASH SUMMARY BY FUND
FROM 03/01/2022 TO 08/31/2022
FUND: ALL FUNDS
CASH AND INVESTMENT ACCOUNTS

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Fund	Description	Beginning Balance 03/01/2022	Total Debits	Total Credits	Ending Balance 08/31/2022
101	GENERAL FUND	356,106.63	503,247.62	513,413.56	345,940.69
202	MAJOR ROADS	358,244.69	236,875.78	82,633.86	512,486.61
203	LOCAL ROADS	69,238.50	191,581.27	99,831.92	160,987.85
206	FIRE INSURANCE PROCEEDS	438.69	438.85	438.71	438.83
213	SALVAGE VEHICLE INSPECTIONS	21,978.57	7,504.60	8,901.99	20,581.18
230	STREETS	241,021.21	92,901.83	125,421.60	208,501.44
244	BUSINESS LOANS	70,802.74	7,263.44	356.00	77,710.18
245	HOME REHAB LOANS	114,752.49	798.07	356.00	115,194.56
248	DDA	48,876.45	13,072.64	32,716.00	29,233.09
265	DRUG FORFEITURE	1,382.72	1,383.19	1,382.78	1,383.13
282	APRA FUND	91,028.12	91,032.49	0.00	182,060.61
590	SEWER FUND	498,181.41	131,616.59	113,888.23	515,909.77
591	WATER FUND	451,880.89	187,246.86	126,565.28	512,562.47
596	GARBAGE COLLECTION	1,053.76	70,783.91	61,933.73	9,903.94
661	MOTOR POOL	216,301.02	83,075.86	49,217.31	250,159.57
	TOTAL - ALL FUNDS	2,541,287.89	1,618,823.00	1,217,056.97	2,943,053.92

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DB: Decatur

REVENUE AND EXPENDITURE REPORT

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PERIOD ENDING 08/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2022	MONTH 08/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
Dept 000						
101-000-402.000	REAL ESTATE TAXES	360,000.00	146,008.55	92,095.57	213,991.45	40.56
101-000-410.000	PERSONAL PROPERTY TAX	98,000.00	16,818.90	15,323.34	81,181.10	17.16
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	0.00	0.00	4,000.00	0.00
101-000-447.000	ADMIN. FEE TREASURER	6,250.00	2,340.48	1,557.82	3,909.52	37.45
101-000-470.000	LIQUOR LICENSE	2,050.00	1,615.66	1,574.41	434.34	78.81
101-000-476.000	BUILDING PERMIT FEES	3,000.00	8,743.00	1,805.00	(5,743.00)	291.43
101-000-478.000	RENTAL INSPECTION FEE	3,000.00	1,025.00	0.00	1,975.00	34.17
101-000-480.000	MARIHUANA LICENSE FEES	25,000.00	35,000.00	0.00	(10,000.00)	140.00
101-000-481.000	ZONING LICENSES & PERMITS	500.00	375.00	0.00	125.00	75.00
101-000-488.000	SELLING PERMITS	100.00	0.00	0.00	100.00	0.00
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	10,169.06	0.00	(469.06)	104.84
101-000-570.000	POLICE TRAINING-STATE	650.00	283.60	0.00	366.40	43.63
101-000-574.000	STATE REVENUE SHARING	204,000.00	36,853.00	0.00	167,147.00	18.07
101-000-606.000	PARKING FEES/FINES	800.00	455.21	2,120.00	344.79	56.90
101-000-607.000	POLICE REPORTS	200.00	55.00	5.00	145.00	27.50
101-000-664.100	INTEREST CHECKING	600.00	63.34	0.00	536.66	10.56
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	4,263.89	5,127.90	63.37
101-000-671.000	OTHER REVENUE	20,000.00	12,171.13	20.00	7,828.87	60.86
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	328,788.45	118,765.03	473,668.55	40.97
TOTAL REVENUES		802,457.00	328,788.45	118,765.03	473,668.55	40.97
Expenditures						
Dept 101 - VILLAGE COUNCIL						
101-101-703.000	COUNCIL SALARY	9,900.00	4,908.00	818.00	4,992.00	49.58
101-101-715.000	FICA/MEDICARE	760.00	375.51	62.63	384.49	49.41
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	0.00	0.00	500.00	0.00
101-101-807.000	AUDIT	2,500.00	4,216.00	0.00	(1,716.00)	168.64
101-101-822.000	CONTRACTUAL SERVICES	2,500.00	2,746.30	0.00	(246.30)	109.85
101-101-901.000	PRINTING/PUBLISHING	500.00	225.00	0.00	275.00	45.00
101-101-936.000	TECH SERVICES	3,500.00	815.99	0.00	2,684.01	23.31
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	(769.64)	0.00	769.64	100.00
Total Dept 101 - VILLAGE COUNCIL		22,260.00	14,138.16	880.63	8,121.84	63.51
Dept 137 - MUNICIPAL ATTORNEY						
101-137-826.000	ATTORNEY FEES	8,500.00	1,385.50	0.00	7,114.50	16.30
101-137-827.000	LABOR ATTORNEY EXPENSES	0.00	6,272.00	0.00	(6,272.00)	100.00
101-137-828.000	ORDINANCE ENFORCEMENT ATTORNEY FEES	0.00	2,035.46	0.00	(2,035.46)	100.00

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DB: Decatur

REVENUE AND EXPENDITURE REPORT

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PERIOD ENDING 08/31/2022

% Fiscal Year Completed: 50.41

		2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		
GL NUMBER	DESCRIPTION	AMENDED	BUDGET	NORMAL (ABNORMAL)	MONTH 08/31/2022	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDGT USED
Fund 101 - GENERAL FUND									
Expenditures									
Total Dept 137 - MUNICIPAL ATTORNEY		8,500.00		9,692.96		0.00		(1,192.96)	114.03
Dept 172 - VILLAGE MANAGER									
101-172-703.000	SALARY-MANAGER	24,000.00		13,100.00		1,999.99		10,900.00	54.58
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		1,002.13		153.00		2,397.87	29.47
101-172-716.000	UNEMPLOYMENT COMPENSATION	20.00		15.71		0.00		4.29	78.55
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		786.00		120.00		3,214.00	19.65
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		433.50		72.25		266.50	61.93
101-172-720.000	LIFE INSURANCE	115.00		57.00		9.50		58.00	49.57
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		86.67		1,865.83	6.71
101-172-730.000	POSTAGE	20.00		7.96		0.00		12.04	39.80
101-172-853.000	TELEPHONE	1,000.00		342.02		57.59		657.98	34.20
101-172-853.020	CELL PHONE	0.00		214.96		0.00		(214.96)	100.00
101-172-864.000	CONFERENCES/WORKSHOPS	1,250.00		360.41		0.00		889.59	28.83
101-172-901.000	PRINTING	100.00		0.00		0.00		100.00	0.00
101-172-936.000	TECH SERVICES	3,500.00		1,642.02		203.34		1,857.98	46.91
101-172-958.000	DUES/MEMBERSHIPS	500.00		520.00		0.00		(20.00)	104.00
Total Dept 172 - VILLAGE MANAGER		67,155.00		24,790.88		2,702.34		42,364.12	36.92
Dept 215 - VILLAGE CLERK									
101-215-703.000	SALARY-ADMIN. CLERK	9,500.00		6,091.15		845.88		3,408.85	64.12
101-215-715.000	FICA/MEDICARE	1,250.00		465.94		64.70		784.06	37.28
101-215-716.000	UNEMPLOYMENT COMPENSATION	15.00		15.71		0.00		(0.71)	104.73
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		365.44		50.74		(365.44)	100.00
101-215-719.000	HEALTH INSURANCE	0.00		2,158.54		359.75		(2,158.54)	100.00
101-215-719.500	DISABILITY INSURANCE	350.00		282.96		47.16		67.04	80.85
101-215-720.000	LIFE INSURANCE	100.00		57.00		9.50		43.00	57.00
101-215-728.000	SUPPLIES	1,800.00		149.58		86.67		1,650.42	8.31
101-215-730.000	POSTAGE	100.00		283.82		0.00		(183.82)	283.82
101-215-830.000	BANK SERVICE CHGS	240.00		120.00		20.00		120.00	50.00
101-215-853.000	TELEPHONE	1,080.00		342.02		57.59		737.98	31.67
101-215-853.020	CELL PHONE	0.00		75.06		12.51		(75.06)	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		35.00		1,465.00	2.33
101-215-936.000	TECH SERVICES	6,000.00		1,808.30		203.33		4,191.70	30.14
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		19,190.03		1,792.83		3,964.97	82.88
Dept 253 - VILLAGE TREASURER									
101-253-703.000	SALARY-TREASURER	3,800.00		2,030.53		282.01		1,769.47	53.44
101-253-715.000	FICA/MEDICARE	280.00		155.41		21.58		124.59	55.50
101-253-717.000	WORKMAN'S COMP.	60.00		60.00		0.00		0.00	100.00
101-253-718.000	PENSION	0.00		121.85		16.92		(121.85)	100.00
101-253-719.000	HEALTH INSURANCE	0.00		756.23		126.02		(756.23)	100.00

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		2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE			
GL NUMBER	DESCRIPTION	AMENDED	BUDGET	NORMAL	(ABNORMAL)	MONTH 08/31/2022	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND										
Expenditures										
101-253-728.000	SUPPLIES		150.00		262.88		86.67		(112.88)	175.25
101-253-730.000	POSTAGE		400.00		1,038.88		0.00		(638.88)	259.72
101-253-807.000	AUDIT		3,000.00		4,707.40		0.00		(1,707.40)	156.91
101-253-853.020	CELL PHONE		0.00		245.93		41.28		(245.93)	100.00
101-253-864.000	CONFERENCES/WORKSHOPS		0.00		1,219.36		0.00		(1,219.36)	100.00
101-253-936.000	TECH SERVICES		1,200.00		846.01		203.33		353.99	70.50
Total Dept 253 - VILLAGE TREASURER			8,890.00		11,444.48		777.81		(2,554.48)	128.73
Dept 265 - VILLAGE HALL										
101-265-776.000	SUPPLIES		2,000.00		664.68		86.67		1,335.32	33.23
101-265-822.000	CONTRACTUAL SERVICES		540.00		2,865.00		0.00		(2,325.00)	530.56
101-265-921.000	ELECTRIC		6,000.00		1,959.32		713.38		4,040.68	32.66
101-265-923.000	HEAT		2,500.00		867.67		30.00		1,632.33	34.71
101-265-931.000	REPAIRS & MAINTENANCE		12,000.00		396.90		0.00		11,603.10	3.31
101-265-936.000	TECH SERVICES		0.00		105.00		0.00		(105.00)	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		2,914.16		0.00		(2,914.16)	100.00
Total Dept 265 - VILLAGE HALL			23,140.00		9,992.47		830.05		13,147.53	43.18
Dept 301 - POLICE DEPARTMENT										
101-301-703.000	POLICE SALARY		283,000.00		121,606.63		16,907.20		161,393.37	42.97
101-301-703.010	OVERTIME PAY		0.00		14,464.28		2,982.65		(14,464.28)	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		11,475.66		1,620.50		10,524.34	52.16
101-301-716.000	UNEMPLOYMENT INSURANCE		100.00		47.13		0.00		52.87	47.13
101-301-717.000	WORKMAN'S COMP		7,000.00		7,000.00		0.00		0.00	100.00
101-301-718.000	PENSION		22,000.00		13,515.91		2,142.33		8,484.09	61.44
101-301-719.000	HEALTH INSURANCE		49,000.00		23,050.33		3,857.54		25,949.67	47.04
101-301-719.500	DISABILITY INSURANCE		2,300.00		1,573.74		261.48		726.26	68.42
101-301-720.000	LIFE INSURANCE		500.00		570.00		95.00		(70.00)	114.00
101-301-721.000	TUITION REIMBURSEMENT		0.00		8,300.00		8,300.00		(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		1,533.26		0.00		3,216.74	32.28
101-301-730.000	POSTAGE		200.00		297.03		16.10		(97.03)	148.52
101-301-768.000	UNIFORMS/BOOTS/ETC		3,000.00		2,307.63		0.00		692.37	76.92
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		683.98		115.17		916.02	42.75
101-301-853.020	CELL PHONE		1,500.00		600.42		25.00		899.58	40.03
101-301-853.030	RADIOS		762.00		0.00		0.00		762.00	0.00
101-301-865.000	MILEAGE/TRAVEL EXP		0.00		1,499.39		215.29		(1,499.39)	100.00
101-301-901.000	PRINTING		200.00		35.00		35.00		165.00	17.50
101-301-936.000	TECH SERVICES		6,500.00		3,059.45		203.34		3,440.55	47.07
101-301-937.000	LEIN SERVICE		500.00		480.14		0.00		19.86	96.03
101-301-955.000	TRAINING FUNDS-STATE		1,200.00		269.26		170.00		930.74	22.44
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
101-301-999.610	PD EQUIP RENTAL TO MOTOR POOL		10,000.00		10,000.00		0.00		0.00	100.00

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GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED	BUDGET	NORMAL	(ABNORMAL)	MONTH 08/31/2022	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 101 - GENERAL FUND										
Expenditures										
Total Dept 301 - POLICE DEPARTMENT		479,412.00		242,089.93		36,946.60		237,322.07		50.50
Dept 302 - CROSSING GUARDS										
101-302-703.050	SALARIES PART-TIME	7,500.00		6,145.20		0.00		1,354.80		81.94
101-302-715.000	FICA/MEDICARE	600.00		470.10		0.00		129.90		78.35
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		6,915.30		0.00		1,494.70		82.23
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		8,363.00		0.00		(2,363.00)		139.38
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		11,888.00		0.00		(3,888.00)		148.60
Dept 441 - DPW										
101-441-703.000	SALARIES	41,000.00		20,690.15		3,996.13		20,309.85		50.46
101-441-703.010	OVERTIME PAY	1,500.00		1,510.51		165.00		(10.51)		100.70
101-441-715.000	FICA/MEDICARE	200.00		8,794.60		1,342.99		(8,594.60)	4,397.30	
101-441-716.000	UNEMPLOYMENT INSURANCE	100.00		62.83		0.00		37.17		62.83
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		6,805.93		1,038.92		(6,705.93)	6,805.93	
101-441-719.000	HEALTH INSURANCE	400.00		3,867.96		465.30		(3,467.96)	966.99	
101-441-776.000	SUPPLIES	4,500.00		1,007.94		0.00		3,492.06		22.40
101-441-801.000	PROFESSIONAL/CONTRACT SERVICES	1,000.00		151.68		0.00		848.32		15.17
101-441-836.000	CDL EXPENSES	1,000.00		970.00		0.00		30.00		97.00
101-441-853.000	TELEPHONE	1,500.00		529.95		86.38		970.05		35.33
101-441-921.000	ELECTRIC	3,000.00		741.85		154.83		2,258.15		24.73
101-441-923.000	HEAT	3,000.00		1,117.37		62.18		1,882.63		37.25
101-441-926.000	STREET LIGHTS	14,500.00		8,536.10		0.00		5,963.90		58.87
101-441-931.000	BUILDING REPAIRS & MAINT.	3,000.00		2,522.22		501.33		477.78		84.07
101-441-934.000	CONTRACTUAL SERVICES	10,000.00		6,617.81		2,600.00		3,382.19		66.18
101-441-943.000	PW EQUIPMENT RENTALGENERAL FUN	13,000.00		7,746.04		2,221.97		5,253.96		59.58
101-441-963.000	MULTI-PERIL INSURANCE	600.00		0.00		0.00		600.00		0.00
Total Dept 441 - DPW		101,000.00		74,272.94		12,635.03		26,727.06		73.54
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		15,066.76		2,747.38		3,933.24		79.30
101-751-703.010	OVERTIME	400.00		378.00		0.00		22.00		94.50
101-751-717.000	WORKMAN'S COMP.	400.00		0.00		0.00		400.00		0.00
101-751-719.000	HEALTH INSURANCE	0.00		2,391.98		532.48		(2,391.98)		100.00
101-751-756.000	SUPPLIES & MAINTENANCE	10,000.00		8,867.67		0.00		1,132.33		88.68

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GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-751-901.000	PRINTING/PUBLISHING	400.00	0.00	0.00	400.00	0.00
101-751-921.000	ELECTRIC	1,000.00	304.59	39.87	695.41	30.46
101-751-930.000	REPAIRS	2,500.00	865.00	865.00	1,635.00	34.60
101-751-931.000	CONTRACTUAL	4,185.00	2,803.00	501.33	1,382.00	66.98
101-751-943.000	EQUIP.RENTAL TRANSFER	13,600.00	9,856.50	1,900.32	3,743.50	72.47
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	49,803.50	6,586.38	2,731.50	94.80
TOTAL EXPENDITURES		802,457.00	474,462.40	63,151.67	327,994.60	59.13
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		802,457.00	328,788.45	118,765.03	473,668.55	40.97
TOTAL EXPENDITURES		802,457.00	474,462.40	63,151.67	327,994.60	59.13
NET OF REVENUES & EXPENDITURES		0.00	(145,673.95)	55,613.36	145,673.95	100.00

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GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2022	MONTH 08/31/2022	BALANCE	
Fund 202 - MAJOR ROADS						
Revenues						
Dept 000						
202-000-546.000	STATE OF MICHIGAN	175,000.00	204,936.39	14,942.54	(29,936.39)	117.11
202-000-664.100	INTEREST ON INVESTMENT	2,500.00	86.36	0.00	2,413.64	3.45
Total Dept 000		177,500.00	205,022.75	14,942.54	(27,522.75)	115.51
TOTAL REVENUES		177,500.00	205,022.75	14,942.54	(27,522.75)	115.51
Expenditures						
Dept 463 - MAINTENANCE						
202-463-703.000	SALARIES-MAINTENANCE	5,400.00	2,706.13	320.13	2,693.87	50.11
202-463-703.010	OVERTIME PAY	100.00	135.76	50.26	(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	645.53	54.68	(645.53)	100.00
202-463-782.000	MATERIALS	3,500.00	495.34	0.00	3,004.66	14.15
202-463-812.000	ENGINEERING	62,200.00	41,161.41	0.00	21,038.59	66.18
202-463-943.000	EQUIPMENT RENTAL	9,850.00	3,904.36	578.15	5,945.64	39.64
202-463-963.000	LIABILITY	800.00	0.00	0.00	800.00	0.00
202-463-981.000	CAPITAL OUTLAY	169,000.00	18,079.57	0.00	150,920.43	10.70
Total Dept 463 - MAINTENANCE		252,450.00	70,748.10	1,003.22	181,701.90	28.02
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	3,275.06	500.01	2,724.94	54.58
202-483-703.215	CLERK SALARY	1,500.00	1,522.79	211.46	(22.79)	101.52
202-483-715.000	SOCIAL SECURITY	360.00	367.10	54.44	(7.10)	101.97
202-483-718.000	PENSION	0.00	287.87	42.69	(287.87)	100.00
202-483-719.000	HEALTH INSURANCE	0.00	525.85	87.64	(525.85)	100.00
202-483-807.000	AUDIT	2,000.00	3,694.48	0.00	(1,694.48)	184.72
Total Dept 483 - ADMINISTRATION		9,860.00	9,673.15	896.24	186.85	98.10
TOTAL EXPENDITURES		282,110.00	82,087.42	1,899.46	200,022.58	29.10

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GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED BUDGET	08/31/2022	MONTH	08/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
Fund 202 - MAJOR ROADS							
Fund 202 - MAJOR ROADS:							
TOTAL REVENUES		177,500.00	205,022.75	14,942.54		(27,522.75)	115.51
TOTAL EXPENDITURES		282,110.00	82,087.42	1,899.46		200,022.58	29.10
NET OF REVENUES & EXPENDITURES		(104,610.00)	122,935.33	13,043.08		(227,545.33)	117.52

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		2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	08/31/2022	MONTH 08/31/2022	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
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	25,754.52	6,564.92	51,245.48	33.45
203-000-664.100	INTEREST ON INVESTMENT	800.00	33.40	0.00	766.60	4.18
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	177,544.63	6,564.92	51,255.37	77.60
TOTAL REVENUES		228,800.00	177,544.63	6,564.92	51,255.37	77.60
Expenditures						
Dept 463 - MAINTENANCE						
203-463-703.000	SALARIES-MAINTENANCE	29,000.00	19,948.67	2,993.88	9,051.33	68.79
203-463-703.010	OVERTIME PAY	400.00	763.50	225.00	(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	4,525.81	899.59	(4,525.81)	100.00
203-463-782.000	MATERIALS	3,700.00	816.98	321.65	2,883.02	22.08
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	30,177.94	5,999.20	9,822.06	75.44
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	14,680.00	145,320.00	9.18
Total Dept 463 - MAINTENANCE		255,200.00	88,602.35	25,119.32	166,597.65	34.72
Dept 474 - TRAFFIC						
203-474-921.000	ELECTRIC	1,500.00	185.80	41.95	1,314.20	12.39
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	185.80	41.95	1,814.20	9.29
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	3,274.95	500.01	(274.95)	109.17
203-483-703.215	CLERK SALARY	1,500.00	1,522.78	211.47	(22.78)	101.52
203-483-715.000	SOCIAL SECURITY	360.00	366.98	54.42	(6.98)	101.94
203-483-718.000	PENSION	0.00	287.87	42.69	(287.87)	100.00
203-483-719.000	HEALTH INSURANCE	0.00	525.84	87.64	(525.84)	100.00
203-483-807.000	AUDIT	2,000.00	3,694.48	0.00	(1,694.48)	184.72
Total Dept 483 - ADMINISTRATION		6,860.00	9,672.90	896.23	(2,812.90)	141.00

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		AMENDED BUDGET	08/31/2022 NORMAL (ABNORMAL)	MONTH 08/31/2022 INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE		
Fund 203 - LOCAL ROADS								
Expenditures								
TOTAL EXPENDITURES		276,110.00	99,211.14	26,057.50		176,898.86		35.93
Fund 203 - LOCAL ROADS:								
TOTAL REVENUES		228,800.00	177,544.63	6,564.92		51,255.37		77.60
TOTAL EXPENDITURES		276,110.00	99,211.14	26,057.50		176,898.86		35.93
NET OF REVENUES & EXPENDITURES		(47,310.00)	78,333.49	(19,492.58)		(125,643.49)		165.57

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2022	MONTH	08/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	
Fund 206 - FIRE INSURANCE PROCEEDS							
Revenues							
Dept 000							
206-000-664.100	INTEREST INCOME	0.00	0.06		0.00	(0.06)	100.00
206-000-664.200	INTEREST ON SAVINGS	0.00	0.08		0.00	(0.08)	100.00
Total Dept 000		0.00	0.14		0.00	(0.14)	100.00
TOTAL REVENUES		0.00	0.14		0.00	(0.14)	100.00
Fund 206 - FIRE INSURANCE PROCEEDS:							
TOTAL REVENUES		0.00	0.14		0.00	(0.14)	100.00
TOTAL EXPENDITURES		0.00	0.00		0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.14		0.00	(0.14)	100.00

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GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2022 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	7,500.00	1,100.00	12,500.00	37.50
213-000-664.100	INTEREST INCOME	10.00	4.60	0.00	5.40	46.00
Total Dept 000		20,010.00	7,504.60	1,100.00	12,505.40	37.50
TOTAL REVENUES		20,010.00	7,504.60	1,100.00	12,505.40	37.50
Expenditures						
Dept 301 - POLICE DEPARTMENT						
213-301-703.011	VEHICLE INSPECTION	9,000.00	8,327.76	1,293.26	672.24	92.53
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	574.23	116.99	(574.23)	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	8,901.99	1,410.25	3,098.01	74.18
TOTAL EXPENDITURES		12,000.00	8,901.99	1,410.25	3,098.01	74.18
Fund 213 - SALVAGE VEHICLE INSPECTIONS:						
TOTAL REVENUES		20,010.00	7,504.60	1,100.00	12,505.40	37.50
TOTAL EXPENDITURES		12,000.00	8,901.99	1,410.25	3,098.01	74.18
NET OF REVENUES & EXPENDITURES		8,010.00	(1,397.39)	(310.25)	9,407.39	17.45

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GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED BUDGET	08/31/2022	MONTH	08/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
Fund 230 - STREETS							
Revenues							
Dept 000							
230-000-403.000	STREETS-PROPERTY TAXES	142,000.00	58,399.37		36,835.83	83,600.63	41.13
230-000-410.000	PERSONAL PROPERTY TAX	40,000.00	6,727.18		6,128.99	33,272.82	16.82
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	0.00		0.00	1,000.00	0.00
230-000-664.100	INTEREST INCOME	70.00	30.90		0.00	39.10	44.14
Total Dept 000		183,070.00	78,274.14		42,964.82	104,795.86	42.76
TOTAL REVENUES		183,070.00	78,274.14		42,964.82	104,795.86	42.76
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	78,274.14		42,964.82	104,795.86	42.76
TOTAL EXPENDITURES		125,000.00	125,000.00		0.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		58,070.00	(46,725.86)		42,964.82	104,795.86	80.46

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GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 244 - BUSINESS LOANS						
Revenues						
Dept 000						
244-000-664.100	INTEREST INCOME	40.00	15.81	0.00	24.19	39.53
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	4,180.00	630.00	820.00	83.60
Total Dept 000		5,040.00	7,263.44	630.00	(2,223.44)	144.12
TOTAL REVENUES		5,040.00	7,263.44	630.00	(2,223.44)	144.12
Expenditures						
Dept 728 - ECONOMIC DEVELOPMENT						
244-728-807.000	AUDIT	200.00	356.00	0.00	(156.00)	178.00
Total Dept 728 - ECONOMIC DEVELOPMENT		200.00	356.00	0.00	(156.00)	178.00
TOTAL EXPENDITURES		200.00	356.00	0.00	(156.00)	178.00
Fund 244 - BUSINESS LOANS:						
TOTAL REVENUES		5,040.00	7,263.44	630.00	(2,223.44)	144.12
TOTAL EXPENDITURES		200.00	356.00	0.00	(156.00)	178.00
NET OF REVENUES & EXPENDITURES		4,840.00	6,907.44	630.00	(2,067.44)	142.72

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GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 245 - HOME REHAB LOANS						
Revenues						
Dept 000						
245-000-664.100	INTEREST INCOME	50.00	24.55	0.00	25.45	49.10
245-000-685.000	PRINCIPAL ON LOANS	1,850.00	773.52	128.92	1,076.48	41.81
Total Dept 000		1,900.00	798.07	128.92	1,101.93	42.00
TOTAL REVENUES		1,900.00	798.07	128.92	1,101.93	42.00
Expenditures						
Dept 728 - ECONOMIC DEVELOPMENT						
245-728-807.000	AUDIT	200.00	356.00	0.00	(156.00)	178.00
Total Dept 728 - ECONOMIC DEVELOPMENT		200.00	356.00	0.00	(156.00)	178.00
TOTAL EXPENDITURES		200.00	356.00	0.00	(156.00)	178.00
Fund 245 - HOME REHAB LOANS:						
TOTAL REVENUES		1,900.00	798.07	128.92	1,101.93	42.00
TOTAL EXPENDITURES		200.00	356.00	0.00	(156.00)	178.00
NET OF REVENUES & EXPENDITURES		1,700.00	442.07	128.92	1,257.93	26.00

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GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2022 NORMAL (ABNORMAL)	MONTH 08/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 248 - DDA						
Revenues						
Dept 000						
248-000-404.000	PROPERTY TAXES	11,000.00	5,429.62	4,967.48	5,570.38	49.36
248-000-410.000	PERSONAL PROPERTY TAX	3,500.00	1.82	1.82	3,498.18	0.05
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	0.00	0.00	120.00	0.00
248-000-664.100	INTEREST INCOME	50.00	8.89	0.00	41.11	17.78
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	13,072.64	4,969.30	14,597.36	47.24
TOTAL REVENUES		27,670.00	13,072.64	4,969.30	14,597.36	47.24
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	150.00	0.00	(150.00)	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	20,189.00	0.00	(189.00)	100.95
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	30,926.45	0.00	(4,256.45)	115.96
TOTAL EXPENDITURES		27,670.00	30,926.45	0.00	(3,256.45)	111.77
Fund 248 - DDA:						
TOTAL REVENUES		27,670.00	13,072.64	4,969.30	14,597.36	47.24
TOTAL EXPENDITURES		27,670.00	30,926.45	0.00	(3,256.45)	111.77
NET OF REVENUES & EXPENDITURES		0.00	(17,853.81)	4,969.30	17,853.81	100.00

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GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED BUDGET	08/31/2022	MONTH	08/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
Fund 265 - DRUG FORFEITURE							
Revenues							
Dept 000							
265-000-664.100	INTEREST INCOME	0.00	0.18		0.00	(0.18)	100.00
265-000-664.200	INTEREST-SAVINGS	0.00	0.23		0.00	(0.23)	100.00
Total Dept 000		0.00	0.41		0.00	(0.41)	100.00
TOTAL REVENUES		0.00	0.41		0.00	(0.41)	100.00
Fund 265 - DRUG FORFEITURE:							
TOTAL REVENUES		0.00	0.41		0.00	(0.41)	100.00
TOTAL EXPENDITURES		0.00	0.00		0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.41		0.00	(0.41)	100.00

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GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2022 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	26.70	0.00	(21.70)	534.00
Total Dept 000		91,005.00	91,032.49	0.00	(27.49)	100.03
TOTAL REVENUES		91,005.00	91,032.49	0.00	(27.49)	100.03
Fund 282 - APRA FUND:						
TOTAL REVENUES		91,005.00	91,032.49	0.00	(27.49)	100.03
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		91,005.00	91,032.49	0.00	(27.49)	100.03

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		2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	08/31/2022 NORMAL (ABNORMAL)	MONTH 08/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 590 - SEWER FUND						
Revenues						
Dept 000						
590-000-626.000	TAP IN FEES	1,000.00	1,500.00	0.00	(500.00)	150.00
590-000-628.000	SEWER SERVICE CHARGES	228,000.00	132,990.40	23,131.56	95,009.60	58.33
590-000-629.000	PENALTIES	1,500.00	1,382.18	245.60	117.82	92.15
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	(20.44)	0.00	120.44	(20.44)
590-000-664.120	INTEREST ON CHECKING-RECEIVING	200.00	120.45	0.00	79.55	60.23
Total Dept 000		232,300.00	135,972.59	23,377.16	96,327.41	58.53
TOTAL REVENUES		232,300.00	135,972.59	23,377.16	96,327.41	58.53
Expenditures						
Dept 483 - ADMINISTRATION						
590-483-703.172	MANAGER SALARY	10,000.00	5,731.23	875.00	4,268.77	57.31
590-483-703.215	CLERK SALARY	7,000.00	4,060.79	563.91	2,939.21	58.01
590-483-715.000	FICA/MEDICARE	1,000.00	749.08	110.07	250.92	74.91
590-483-718.000	PENSION	0.00	587.48	86.33	(587.48)	100.00
590-483-719.000	HEALTH INSURANCE	0.00	1,402.18	233.71	(1,402.18)	100.00
590-483-807.000	AUDIT	700.00	1,012.00	0.00	(312.00)	144.57
Total Dept 483 - ADMINISTRATION		18,700.00	13,542.76	1,869.02	5,157.24	72.42
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	215.37	0.00	284.63	43.07
590-548-864.000	CONFERENCES/WORKSHOPS	750.00	95.00	0.00	655.00	12.67
590-548-934.000	MAINTENANCE	10,000.00	4,499.62	0.00	5,500.38	45.00
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
Total Dept 548 - SEWER LINE MAINTENANCE		23,950.00	12,215.39	0.00	11,734.61	51.00
Dept 549 - MAINTENANCE-LIFT STATIONS						
590-549-703.000	SALARIES-MAINTENANCE	40,000.00	23,585.86	3,043.36	16,414.14	58.96
590-549-703.010	OVERTIME PAY	2,000.00	1,179.75	30.00	820.25	58.99
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	2,837.74	462.06	16,362.26	14.78
590-549-719.500	DISABILITY INSURANCE	1,000.00	230.50	34.25	769.50	23.05
590-549-720.000	LIFE INSURANCE	350.00	252.60	42.10	97.40	72.17

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% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED BUDGET	08/31/2022	MONTH 08/31/2022	INCREASE (DECREASE)	BALANCE	
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	USED
Fund 590 - SEWER FUND							
Expenditures							
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	1,068.00	0.00		(468.00)	178.00
590-549-822.000	CONTRACTUAL SERVICES	1,000.00	694.80	694.80		305.20	69.48
590-549-853.000	TELEPHONE	0.00	342.02	57.59		(342.02)	100.00
590-549-853.020	CELL PHONE	300.00	225.07	37.52		74.93	75.02
590-549-921.000	ELECTRIC	6,000.00	1,332.31	263.70		4,667.69	22.21
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	8,183.86	1,205.06		2,816.14	74.40
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	47,420.02	5,870.44		66,479.98	41.63
Dept 550 - COLLECTION							
590-550-703.000	SALARIES	20,000.00	19,399.42	2,542.23		600.58	97.00
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	1,476.92	187.38		523.08	73.85
590-550-716.000	UNEMPLOYMENT COMPENSATION	10.00	7.86	0.00		2.14	78.60
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	492.15	21.42		507.85	49.22
590-550-719.000	HEALTH INSURANCE	5,000.00	1,422.13	228.27		3,577.87	28.44
590-550-719.500	DISABILITY INSURANCE	200.00	230.49	34.25		(30.49)	115.25
590-550-720.000	LIFE INSURANCE	40.00	252.60	42.10		(212.60)	631.50
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	449.89	86.67		2,550.11	15.00
590-550-730.000	POSTAGE	1,000.00	968.93	0.00		31.07	96.89
590-550-807.000	AUDIT	1,000.00	1,664.00	0.00		(664.00)	166.40
590-550-808.000	PAYMENT PROCESSING FEES	800.00	222.57	0.00		577.43	27.82
590-550-853.000	TELEPHONE	1,000.00	342.02	57.59		657.98	34.20
590-550-864.000	CONFERENCES/WORKSHOPS	300.00	0.00	0.00		300.00	0.00
590-550-901.000	PRINTING	200.00	42.00	0.00		158.00	21.00
590-550-934.000	SERVICE CONTRACTS	1,500.00	1,814.42	0.00		(314.42)	120.96
590-550-936.000	TECH SERVICES	3,500.00	4,957.66	203.33		(1,457.66)	141.65
Total Dept 550 - COLLECTION		42,975.00	34,043.06	3,403.24		8,931.94	79.22
TOTAL EXPENDITURES		199,525.00	107,221.23	11,142.70		92,303.77	53.74
Fund 590 - SEWER FUND:							
TOTAL REVENUES		232,300.00	135,972.59	23,377.16		96,327.41	58.53
TOTAL EXPENDITURES		199,525.00	107,221.23	11,142.70		92,303.77	53.74
NET OF REVENUES & EXPENDITURES		32,775.00	28,751.36	12,234.46		4,023.64	87.72

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REVENUE AND EXPENDITURE REPORT

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		2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 08/31/2022	BALANCE	% BDGT
				INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 591 - WATER FUND						
Revenues						
Dept 000						
591-000-608.000	NSF CHECK FEE	200.00	20.00	0.00	180.00	10.00
591-000-629.000	PENALTIES	3,000.00	1,739.69	312.82	1,260.31	57.99
591-000-642.000	WATER TURN ONS	500.00	585.00	0.00	(85.00)	117.00
591-000-643.000	METERED SALES	300,000.00	182,580.87	32,470.76	117,419.13	60.86
591-000-645.000	WATER TAP FEES	1,000.00	3,000.00	1,500.00	(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	(384.28)	0.00	484.28	(384.28)
591-000-664.120	INTEREST ON CHECKING-RECEIVING	200.00	139.10	0.00	60.90	69.55
Total Dept 000		306,000.00	187,680.38	34,283.58	118,319.62	61.33
TOTAL REVENUES		306,000.00	187,680.38	34,283.58	118,319.62	61.33
Expenditures						
Dept 483 - ADMINISTRATION						
591-483-703.172	MANAGER SALARY	10,500.00	5,731.26	874.99	4,768.74	54.58
591-483-703.215	CLERK SALARY	7,600.00	4,060.88	563.92	3,539.12	53.43
591-483-715.000	FICA/MEDICARE	1,500.00	749.16	110.08	750.84	49.94
591-483-718.000	PENSION	0.00	587.58	86.34	(587.58)	100.00
591-483-719.000	HEALTH INSURANCE	0.00	1,402.19	233.71	(1,402.19)	100.00
Total Dept 483 - ADMINISTRATION		19,600.00	12,531.07	1,869.04	7,068.93	63.93
Dept 550 - COLLECTION						
591-550-703.000	SALARIES-CLERICAL	26,000.00	8,203.06	357.05	17,796.94	31.55
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	634.66	34.42	1,365.34	31.73
591-550-716.000	UNEMPLOYMENT COMPENSATION	10.00	7.83	0.00	2.17	78.30
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	492.16	21.42	507.84	49.22
591-550-719.000	HEALTH INSURANCE	4,000.00	1,422.24	228.29	2,577.76	35.56
591-550-719.500	DISABILITY INSURANCE	200.00	230.49	34.25	(30.49)	115.25
591-550-720.000	LIFE INSURANCE	60.00	252.60	42.10	(192.60)	421.00
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	446.85	86.65	2,053.15	17.87
591-550-730.000	POSTAGE	2,000.00	968.93	0.00	1,031.07	48.45
591-550-807.000	AUDIT	1,200.00	624.00	0.00	576.00	52.00
591-550-808.000	PAYMENT PROCESSING FEES	500.00	222.57	0.00	277.43	44.51
591-550-853.000	TELEPHONE	1,000.00	342.02	57.59	657.98	34.20
591-550-864.000	CONFERENCES/WORKSHOPS	300.00	0.00	0.00	300.00	0.00
591-550-901.000	PRINTING	300.00	642.75	0.00	(342.75)	214.25
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	843.63	0.00	156.37	84.36
591-550-936.000	TECH SERVICES	3,500.00	3,699.27	203.33	(199.27)	105.69
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	20,886.78	1,065.10	28,078.22	42.66

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		2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE		
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 08/31/2022	INCREASE (DECREASE)	NORMAL (ABNORMAL)	% BDGT USED
Fund 591 - WATER FUND							
Expenditures							
Dept 551 - UTILITY							
591-551-921.000	POWER PUMPING-ELECTRIC	12,000.00	3,675.06	903.96		8,324.94	30.63
Total Dept 551 - UTILITY		12,000.00	3,675.06	903.96		8,324.94	30.63
Dept 552 - DISTRIBUTION							
591-552-703.000	SALARIES-DISTRIBUTION	46,000.00	25,183.83	3,759.16		20,816.17	54.75
591-552-703.010	OVERTIME PAY	2,500.00	2,830.50	225.00		(330.50)	113.22
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	2,834.50	496.66		13,165.50	17.72
591-552-719.500	DISABILITY INSURANCE	1,000.00	230.49	34.25		769.51	23.05
591-552-720.000	LIFE INSURANCE	300.00	252.60	42.10		47.40	84.20
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	1,189.89	0.00		3,810.11	23.80
591-552-807.000	AUDIT	1,600.00	624.00	0.00		976.00	39.00
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	575.00	0.00		4,425.00	11.50
591-552-822.000	CONTRACTUAL SERVICES	5,000.00	2,978.70	347.40		2,021.30	59.57
591-552-853.020	CELL PHONE	1,500.00	932.18	120.05		567.82	62.15
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	7,612.05	1,376.31		5,387.95	58.55
591-552-958.000	DUES/MEMBERSHIPS	1,000.00	780.00	0.00		220.00	78.00
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	59,726.24	6,400.93		121,683.76	32.92
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	2,914.18	0.00		225,085.82	1.28
Total Dept 553 - WELLS/TOWER		285,800.00	7,425.73	0.00		278,374.27	2.60
TOTAL EXPENDITURES		547,775.00	104,244.88	10,239.03		443,530.12	19.03
Fund 591 - WATER FUND:							
TOTAL REVENUES		306,000.00	187,680.38	34,283.58		118,319.62	61.33
TOTAL EXPENDITURES		547,775.00	104,244.88	10,239.03		443,530.12	19.03
NET OF REVENUES & EXPENDITURES		(241,775.00)	83,435.50	24,044.55		(325,210.50)	34.51

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BALANCE

USED

		2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		
				08/31/2022	MONTH 08/31/2022		BALANCE		% BDGT
GL NUMBER	DESCRIPTION	AMENDED	BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	USED

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GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2022 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	61,093.32	10,227.76	58,906.68	50.91
596-000-629.000	PENALTIES	300.00	221.81	39.61	78.19	73.94
596-000-664.100	INTEREST INCOME	0.00	(31.67)	0.00	31.67	100.00
596-000-664.120	INTEREST ON CHECKING-RECEIVING	20.00	31.58	0.00	(11.58)	157.90
Total Dept 000		120,320.00	61,315.04	10,267.37	59,004.96	50.96
TOTAL REVENUES		120,320.00	61,315.04	10,267.37	59,004.96	50.96
Expenditures						
Dept 528 - RUBBISH COLLECTION/DISPOSAL						
596-528-919.000	WASTE AND RUBBISH DISPOSAL	120,000.00	42,478.41	0.00	77,521.59	35.40
Total Dept 528 - RUBBISH COLLECTION/DISPOSAL		120,000.00	42,478.41	0.00	77,521.59	35.40
TOTAL EXPENDITURES		120,000.00	42,478.41	0.00	77,521.59	35.40
Fund 596 - GARBAGE COLLECTION:						
TOTAL REVENUES		120,320.00	61,315.04	10,267.37	59,004.96	50.96
TOTAL EXPENDITURES		120,000.00	42,478.41	0.00	77,521.59	35.40
NET OF REVENUES & EXPENDITURES		320.00	18,836.63	10,267.37	(18,516.63)	5,886.45

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REVENUE AND EXPENDITURE REPORT

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GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2022 NORMAL (ABNORMAL)	MONTH 08/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 661 - MOTOR POOL						
Revenues						
Dept 000						
661-000-664.100	INTEREST INCOME	1,200.00	47.29	0.00	1,152.71	3.94
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	9,856.50	1,900.32	15,143.50	39.43
661-000-668.300	RENTAL EQUIPMENT-LOCAL	40,000.00	30,177.94	5,999.20	9,822.06	75.44
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	3,904.36	578.15	6,095.64	39.04
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	7,612.05	1,376.31	6,387.95	54.37
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	8,183.86	1,205.06	(8,183.86)	100.00
661-000-668.700	RENTAL EQUIPMENT-PUBLIC WORKS	10,000.00	7,746.04	2,221.97	2,253.96	77.46
661-000-671.000	MISCELLANEOUS	0.00	4,800.00	0.00	(4,800.00)	100.00
Total Dept 000		153,200.00	83,075.86	13,281.01	70,124.14	54.23
TOTAL REVENUES		153,200.00	83,075.86	13,281.01	70,124.14	54.23
Expenditures						
Dept 301 - POLICE DEPARTMENT						
661-301-870.000	GAS	10,000.00	4,385.33	0.00	5,614.67	43.85
661-301-872.000	TIRES	1,400.00	321.24	0.00	1,078.76	22.95
661-301-930.000	REPAIRS	1,000.00	460.99	0.00	539.01	46.10
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	11,182.96	0.00	7,217.04	60.78
Dept 441 - DPW						
661-441-807.000	AUDIT	500.00	775.68	0.00	(275.68)	155.14
661-441-870.000	GAS	20,000.00	15,513.15	4,447.97	4,486.85	77.57
661-441-872.000	TIRES	2,000.00	0.00	0.00	2,000.00	0.00
661-441-930.000	REPAIRS & MAINTENANCE	8,500.00	3,900.83	300.02	4,599.17	45.89
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	26,205.06	4,747.99	78,794.94	24.96
Dept 483 - ADMINISTRATION						
661-483-703.172	MANAGER SALARY	3,100.00	1,637.50	250.00	1,462.50	52.82
661-483-703.215	CLERK SALARY	1,900.00	1,015.19	140.96	884.81	53.43
661-483-715.000	FICA/MEDICARE	0.00	202.83	29.90	(202.83)	100.00
661-483-718.000	PENSION	0.00	159.13	23.46	(159.13)	100.00
661-483-719.000	HEALTH INSURANCE	0.00	350.51	58.42	(350.51)	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	8,365.16	502.74	1,634.84	83.65
TOTAL EXPENDITURES		133,400.00	45,753.18	5,250.73	87,646.82	34.30

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	08/31/2022	MONTH	08/31/2022	NORMAL	(ABNORMAL)	
				INCREASE	(DECREASE)			
Fund 661 - MOTOR POOL								
Fund 661 - MOTOR POOL:								
TOTAL REVENUES		153,200.00	83,075.86		13,281.01		70,124.14	54.23
TOTAL EXPENDITURES		133,400.00	45,753.18		5,250.73		87,646.82	34.30
NET OF REVENUES & EXPENDITURES		19,800.00	37,322.68		8,030.28		(17,522.68)	188.50
TOTAL REVENUES - ALL FUNDS		2,349,272.00	1,377,345.63		271,274.65		971,926.37	58.63
TOTAL EXPENDITURES - ALL FUNDS		2,526,447.00	1,120,999.10		119,151.34		1,405,447.90	44.37
NET OF REVENUES & EXPENDITURES		(177,175.00)	256,346.53		152,123.31		(433,521.53)	144.69



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: September 6, 2022

SUBJECT: Monthly Report August 2022

Updates – August 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. I would like to submit 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 CAPTIAL EXPENDITURES

The 2016 "old" Ford police vehicle has been dropped off at Tapper Ford. Upon having some difficulties, transmission problems. Staff has requested information on the possibility of trade in value from the dealer, as the PD is scheduled to review the purchase of a new vehicle for the new FY24 budget year. More information to come as we get into the new budget cycle.

UPDATE REGARDING DECATUR FIRE/QR DEPARTMENTS SPECIAL ASSESSMENT

We will be holding a public hearing on Tuesday, September 6 to receive public comments regarding the Assessment Roll for the Fire/QR Special Assessment. This has been a confusing topic for many as Decatur Township sent out the wrong information to residents. The purpose of the public hearing is to receive public comment from residents who have questions regarding the Special Assessment for the increase to the Fire/QR millages. While I understand everyone confusion regarding this topic, the Township Attorney has had to clean up a lot of historical practices regarding the Special Assessment and this is one item the Village will need to do. I have confirmed this with the Village Attorney also. What is required for us is to hold the public hearing and then have an action item to approve/disapprove of the assessment role.

UPDATE REGARDING PRAIRIE RONDE STREET PROJECT

Project near conclusion.



UPDATE REGARDING 100 W BRONSON – VBISD

Project continues to show progress.



UPDATE DOWNTOWN DEVELOPMENT AUTHORITY

The DDA has been working on updating their Development Plan. Proposals have been submitted. Four firms, McKenna, Williams & Works, Wightman and Abonmarche all submitted proposals for review. Additionally, the DDA has reviewed electrical upgrades at DDA park. It was determined by several electrical contactors the current amperes are sufficient for the current use of the park. The DDA is completely satisfied with the current schedule of Food Truck vendors and the schedule recommended by staff. Members are in agreement to continuance of bringing in the food trucks on Mondays and Tuesday during this trail period and believed the overwhelming amount of community support for the trail period. The DDA reviewed several examples from other surrounding communities of a DDA Grant Programs to incentivize businesses.