

**VILLAGE OF AUGUSTA**  
**KALAMAZOO COUNTY, MICHIGAN**

**ORDINANCE #201**

**AN ORDINANCE TO ESTABLISH THE BASIS FOR REIMBURSEMENT OF CHARGES, COSTS AND FEES INCURRED BY THE VILLAGE OF AUGUSTA FOR PROVIDING EXCESSIVE POLICE, FIRE OR RESCUE SERVICES IN RESPONSE TO CERTAIN EXCESSIVE EMERGENCY ASSISTANCE SERVICES; TO AUTHORIZE THE IMPOSITION OF CHARGES TO RECOVER REASONABLE AND ACTUAL COSTS INCURRED BY THE VILLAGE OF AUGUSTA IN RESPONDING TO SUCH INCIDENTS; TO PROVIDE FOR PENALTIES; TO REPEAL THAT PORTION OF THE ORDINANCE OR PARTS THEREIN INCONSISTENT OR CONTRARY TO THIS ORDINANCE AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.**

**THE VILLAGE OF AUGUSTA ORDAINS:**

This Ordinance shall be known and may be cited as the "Village of Augusta Excessive Emergency Assistance Response Cost Recovery Ordinance."

**ARTICLE I**  
**PURPOSE**

Pursuant to the authority granted by Michigan law, including, but not limited to, Public Act 102 of 1990 (MCL 41.806[a]), this Ordinance is adopted for the purposes of providing reimbursement to the Village of Augusta for excessive emergency service responses made by Village Police, Fire, Rescue and other Village services.

**ARTICLE II**  
**DEFINITIONS**

For the purposes of this Ordinance, the words and phrases listed below shall have the following meanings:

1. *Assessable Costs* means those costs for services incurred by the Village in connection with excessive requests for emergency assistance by Village police, fire and rescue. Such costs include, but are not limited to, the actual labor and material costs to the Village (including, without limitation, employee wages, fringe benefits, administrative overhead, costs of equipment, costs of equipment operation, costs of materials, costs of transportation, costs of contracted labor and depreciation). Assessable costs also include interest on unpaid invoices, actual attorney's fees, litigation costs and any costs, charges,

finest or penalties to the Village imposed by any Court or State, Federal or County entity.

2. *Emergency Assistance* means any request for emergency medical, public works, fire, police and rescue services.

3. *Excessive Requests for Emergency Assistance* means any request for emergency assistance made to a particular location or premises if the location or premises has requested emergency assistance more than three (3) times in the preceding thirty (30) days.

4. *Police Chief* means the chief operational and administrative officer of the Police Department, or in his/her absence, the senior police officer in charge at the time of response.

5. *Police Department* means the police department for the Village created by the Augusta Village Council.

6. *Responsible Party* means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, or any other legal entity that has requested or received an emergency assistance, either actual or threatened, including their heirs, beneficiaries, successors and assigns.

### **ARTICLE III**

#### **LIABILITY FOR EXPENSES**

The Village may pursue cost recovery fees for excessive emergency requested, provided or otherwise demanded by a responsible party situated in the Village of Augusta.

### **ARTICLE IV**

#### **CHARGES IMPOSED UPON RESPONSIBLE PARTY**

When the Village responds to a request for excessive emergency assistance, as defined hereinbefore, in connection with a situation as described in the definition of "assessable costs", actual costs incurred by the Village in responding to and mitigating such incident shall be imposed upon the responsible party including, but not limited to:

1. A fee at the prevailing rate for the equipment, materials, supplies, apparatus and other items required, in the opinion of the officer in command, to respond and be present and/or to stand by at the scene of the emergency response. Such fee shall be for each hour or fraction thereof that the equipment, materials, supplies, apparatus and other items are used or are required at the site by the officer in command.

2. All personnel-related costs incurred by the police department or the department of public works as a result of responding to and mitigating an emergency response or demands for services. Such costs may include, but are not limited to, wages, salaries, fringe benefits, insurance and other costs which may be a part of the Village's allowed usual and customary established rates for full-time and part-time personnel, whether incurred at regular or overtime rates. Such personnel-related charges shall commence at the time Village personnel are dispatched to the emergency incident and shall continue until all personnel have concluded their related responsibilities.
3. Other expenses incurred by the Village in responding to and mitigating an emergency incident including, but not limited to, rental or purchase of machinery, equipment, labor, consultants, legal and engineering fees, and replacement costs related to disposable personal protection equipment, extinguishing agents, supplies, charges for emergency response teams of other governmental agencies, meals, refreshments for personnel working the scene of an emergency incident and all like and similar incidental costs arising from said emergency response and mitigation.

#### **ARTICLE V**

#### **COST AUTHORIZATION, DETERMINATION AND PROCEDURE**

The assessable costs described in this Ordinance shall be determined in accordance with a Resolution Establishing a Schedule of Fees by the Village Council. Where applicable, the cost shall be the actual expenses to the police department, fire and rescue.

#### **ARTICLE VI**

#### **BILLING AND COLLECTION OF ASSESSABLE COSTS**

Following conclusion of an emergency response incident meeting the requirements of this Ordinance, the police chief or the department of public works director, or his/her designee shall prepare an invoice to the responsible party for payment. Such invoice shall be mailed to the responsible party at his or her present or last known address. Such invoice shall be due and payable within thirty (30) days of the date of mailing. If the responsible party appeals the assessable cost invoice, such cost, if upheld, in whole or part, shall be due and payable thirty (30) days from the date of determination of the appeal.

#### **ARTICLE VII**

#### **PROCEDURE FOR APPEALING ASSESSABLE COSTS**

Any responsible party who receives an invoice for assessable costs shall have an opportunity to meet with the Village Manager or his/her designee to request a modification of assessable costs. The responsible party shall request in writing such meeting within ten (10) calendar days of the date of the invoice for the assessable costs. If, after meeting with the Village Manager or his/her designee, the responsible party is still not satisfied, he/she may request an opportunity to appear before the Village Council to further request a modification of assessable costs. A responsible party who desires to appear before the Village Council must first meet with the Village Manager or his/her designee as provided above and shall file a written request to appear before the Village Council with the Village Clerk within seven (7) calendar days of the date of the meeting with the Village Manager. Upon receipt of such request, the Village Clerk will place the responsible party on the agenda of the next regularly scheduled Village Council meeting and shall immediately notify the responsible party to appear at such meeting. Any filed request to appear shall specifically identify and explain all reasons why the responsible party believes the assessed costs should be modified. Any reason, basis or argument for modification of assessable costs not set forth in the request to appear shall be deemed waived by the responsible party. Failure to timely file a written request to appear, or failure to appear before the Village Council on the Council meeting date, shall constitute a waiver of the responsible party's appeal rights herein provided. After a responsible party has been given an opportunity to appear before the Village Council, the Village Council shall promptly determine whether to confirm, modify or void the payment of assessable costs invoiced.

### **ARTICLE VIII** **DEFAULT**

Any failure by the responsible party for assessable costs of an excessive emergency assistance response to pay the invoice within the time set forth within this Ordinance shall be considered a default. In the case of a default, the Village may commence a civil lawsuit to recover such costs, plus any additional costs or expenses for actual attorney's fees and court costs which are allowed by law. In addition, the Village may have any and all other relief as the law and this Ordinance may permit.

### **ARTICLE IX** **LIEN**

Assessable costs and expenses assessed against a responsible party not paid when due, including additional attorney's fees and court costs allowed by law, to obtain a Judgment against the responsible party shall constitute a lien upon the real property of the responsible party in the Village, from which, upon which, or related to which, the public safety or fire emergency incident occurred. Said lien may be enforced by the placement of the amount of the lien on the real property tax roll for the responsible party's property.

The Village Treasurer shall certify to the County Treasurer the amount of such lien and same shall be entered as a lien on the next real property tax roll as a charge against the affected real property and the lien thereon shall be enforced and collected in the same manner and as provided for delinquent and unpaid real property taxes.

**ARTICLE X**  
**NO LIMITATION OF LIABILITY**

The recovery of assessable costs pursuant hereto does not limit the liability of a responsible party or any liability of a responsible party which may occur under applicable local, state or federal law.

**ARTICLE XI**  
**REPEALER**

All Ordinances or parts thereof in conflict herewith are hereby repealed and shall be of no further force and effect.

**ARTICLE XII**  
**SEVERABILITY**

Any and all sections, terms, provisions and/or clauses herein shall be deemed independent and severable. Should any court of competent jurisdiction hold any section, term, provision or clause void and/or invalid, all remaining sections, terms, provisions and/or clauses not held void and/or invalid shall continue in force and effect.

**ARTICLE XIII**  
**EFFECTIVE DATE**

This Ordinance shall take force and effect on \_\_\_\_\_, 2021.

\* \* \* \* \*

**CERTIFICATE**

I, Julie Glenn, Village Clerk for the Village of Augusta, do hereby certify that the foregoing Augusta Ordinance No. \_\_\_\_\_ was adopted by the Village Council at a regular meeting held on \_\_\_\_\_, 2021, and that the following is a record of the vote of the members of said Village Council on said Ordinance.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Julie Glenn, Village Clerk