

**CITY OF BELLEVILLE REGULAR CITY COUNCIL MEETING
AGENDA**

Monday April 1, 2024 - 7:30 pm

The City of Belleville City Council has elected to utilize a hybrid of in-person and virtual access through "Zoom" to the regularly scheduled City Council Meeting. This model is intended to facilitate all persons who wish to participate in the City Council Meeting. For those who wish to participate via Zoom, the information is listed below.

Join Zoom Meeting

<https://us02web.zoom.us/j/85372017544?pwd=aExNbS83UHRWdWV6bUplZndzRmRBdz0>

Meeting ID: 853 7201 7544

Passcode: 110377

Find your local number: <https://us02web.zoom.us/j/k1lI8GRQ>

1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

2. ROLL CALL

3. PRESENTATIONS & CITIZENS COMMENTS

a. Presentations

i. Legal Services Presentations and Interviews

1. Cummings, McClorey, Davis, & Acho, PLC
2. The Kelly Firm
3. Meroueh & Hallman LLP
4. Pentiuk, Couvereur & Kobiljak, P.C.
5. Pear, Sperling, Eggan, & Daniels, P.C.

ii. Council Follow Up List

iii. Citizen Comments on Non-Agenda Items

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

The Consent Agenda groups routine meeting discussion points into a single agenda item. In so doing, the grouped items can be approved in one action, rather than through the filing of multiple motions.

a. Approval of Minutes

i. March 18, 2024, Regular City Council Meeting

b. Communications

c. DPS Activity Report

- d. Special Events

6. PUBLIC HEARING

- a. Public Hearing regarding Ordinance 24-002 – Amending Section 10 – Animals

7. INTRODUCTION OF ORDINANCES

- a. Ordinance 24-002 – Amending Chapter 10 – Animals – First Reading
 - i. Establish a Public Hearing at the April 15th Meeting.
- b. Ordinance 24-003 – Creating Chapter 107 – Mobile Food Vendor – First Reading
- c. Ordinance 24-004 – Amending Chapter 90 – Utilities – First Reading

8. GENERAL BUSINESS DISCUSSION

- a. Horizon Park Goat Clearing and Establish Goat Days
- b. DPS Work Order and GIS Software
- c. Belleville FD CLEMIS membership
- d. Water Shutoff Policy

9. ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES

- a. Accounts Payable
- b. Departmental Expenditures

10. CITY MANAGER COMMENTS

11. CITY COUNCIL MEMBER COMMENTS

12. MAYOR'S COMMENTS

13. CITIZENS COMMENTS

14. ACTION ITEMS FOR NEXT REGULARLY SCHEDULED MEETING

15. ADJOURNMENT



For the past 59 years, the law firm of Cummings, McClorey, Davis & Acho, P.L.C. (CMDA) has provided trusted legal advice in municipal law to hundreds of counties, cities, townships, community colleges, and governmental authorities throughout Michigan.

- | | |
|--|--|
| • Prosecution Assistance | • Premises Liability Defense |
| • Utilities Management and Authorities | • Election Law |
| • Freedom of Information (FOIA) and Open Meetings Acts (OMA) | • Concealed Pistols Licensing Act |
| • Real Estate, Zoning, Land Use, and Growth Management | • Drain Code |
| • Intergovernmental Cooperation Agreements | • Public Health Code |
| • Torts | • Mental Health Code |
| • Statutes | • Revised Judicature Act |
| • Public Works Projects | • Elliott-Larsen Civil Rights Act |
| | • Persons With Disabilities Civil Rights Act |
| | • Whistleblowers' Protection Act |
| | • Urban Cooperation Act |



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An experienced litigator at both the trial and appellate levels, Shane maintains a primary focus on the defense of liability lawsuits on behalf of municipal entities, insurance companies, self-insured corporations, and businesses in a wide variety of civil litigation, including Michigan No-Fault claims (PIP, automobile negligence, uninsured/underinsured motorist), as well as premises liability, general liability, and insurance coverage disputes. He also focuses his practice on utility law.

Education

Juris Doctor Degree, Wayne State University Law School
Bachelor of Arts Degree, Kalamazoo College

Jurisdictions and Court Admissions

Michigan State Courts
U.S. District Court for the Eastern District of Michigan
U.S. Court of Appeals for the Sixth Circuit

Memberships and Associations

American Bar Association
State Bar of Michigan
Governmental Law
Insurance and Indemnity Law
Negligence Law
Oakland County Bar Association
Michigan Association of Municipal Attorneys
Insurance Alliance of Michigan

Honors

Michigan Super Lawyers- Rising Stars, 2022, 2023



Matthew C. Wayne, Attorney

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Matthew focuses his practice on municipal and governmental law, including law enforcement defense and litigation. He has served as an Assistant City Attorney for multiple communities, where he routinely drafted motions based on governmental immunity, defended against 42 U.S.C. § 1983 lawsuits, handled employment issues, including investigations and terminations, FOIA- and OMA-related matters, and a host of other issues for several municipal and governmental clients. Prior to joining CMDA, he served as prosecutor at 31st District Court in the City of Hamtramck and 22nd District Court in the City of Inkster.

Education

Juris Doctor Degree, WMU Cooley Law School
Bachelor of Arts Degree, Bowling Green State University

Jurisdictions and Court Admissions

Michigan State Courts
U.S. District Court for the Eastern District of Michigan
U.S. District Court for the Northern District of Ohio
U.S. Court of Appeals for the Sixth Circuit
U.S. Tax Court, and Oregon (pro hac vice).

Memberships and Associations

State Bar of Michigan
Municipal Law
Tax Law
Oakland County Bar Association
Michigan Association of Municipal Attorneys
Toledo Bar Association

Honors

Michigan Super Lawyers- Rising Stars, 2024



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CMDA

DAVIS & ACHO, P.L.C.

ATTORNEYS AND COUNSELORS AT LAW

Jeff focuses his practice on municipal law, insurance defense, and litigation and appeals. He has extensive complex-litigation experience, including representing municipalities, professionals, and professional corporations. He counsels and defends municipal clients in all aspects of municipal operations and devotes a substantial portion of his practice to planning and zoning issues for municipalities throughout the state. He is available for consultation and advice for the City of Belleville, when needed.

Education

Juris Doctor Degree, University of Detroit Law School
Bachelor of Arts Degree, University of Michigan

Jurisdictions and Court Admissions

Michigan State Courts
U.S. District Court for the Eastern District of Michigan
U.S. District Court for the Western District of Michigan
U.S. Court of Appeals for the Sixth Circuit

Memberships and Associations

State Bar of Michigan
Governmental Law
Master Lawyer Law
Metropolitan Detroit Bar Association
Michigan Association of Municipal Attorneys
Michigan Defense Trial Counsel

Honors

Michigan Super Lawyers, 2013-2024
AV Preeminent Rating from Martindale-Hubbell

Project Management

CMDA proposes Shane Nolan continue as lead attorney for the City of Belleville and serve as the single point of contact. He would be assisted primarily by Matthew Wayne. Jeffrey Clark is available for consultation and advice. Both Shane and Matthew would handle the daily operations for the City, including prosecution assistance; attending city council meetings and planning commission meetings; providing guidance on FOIA, OMA, and Board rules and procedures; preparing and revising ordinances; preparing legal opinions; reviewing contracts; and any other legal services requested by the City.

Our Firm has developed and implemented procedures to ensure that clients are served in a prompt and efficient manner. Per the City of Belleville’s requirements, CMDA ensures a 24-hour response time on services.

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DAVIS & ACHO, P.L.C.

ATTORNEYS AND COUNSELORS AT LAW

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Belleville City Council Meeting Follow-up List

	Issue Name / Description	Date Opened	Opened by	Proposed Action	Assigned to	Status Date	Due Date	Date Closed	Updated by Team Member	Details
1	<i>Street Repairs - Harbor Pointe, Church, Charles, and others</i>	4/19/21	Voigt		Rick	3/28/2024			Jason	All documents to the state. Awaiting Notice to Proceed from State
2	<i>Recodification of Ordinances</i>	7/18/16	Council		Steve	3/28/2024			Steve	Municode has asked for a digital copy of the entire ordinance for an accurate quote.
3	<i>Charter Revisions</i>	8/3/20	Jesse Marcotte		Jason/Bri	3/28/2024			Jason	Have had 3 volunteers for the Charter Review Committee.
4	<i>New City Hall</i>	11/13/23	Jason/Council		Jason	3/14/2024			Jason	Next step is discussing with engineering on potential costs. Also, request for funding has been submitted to House and Senate electeds.
5	<i>City Hall Repairs</i>	11/13/23	Jason/Council		Jason	1/9/2014			Jason	Roof repair scheduled to begin this month. Supplies have been ordered.
6	<i>IT Infrastructure</i>	11/13/23	Steve		Steve/Jason	3/14/2024			Jason	Office 365 Migration is underway.

Belleville City Council Meeting Follow-up List

	Issue Name / Description	Date Opened	Opened by	Proposed Action	Assigned to	Status Date	Due Date	Date Closed	Updated by Team Member	Details
7	<i>Wabash/Davis Alley Repair</i>	3/14/24	Council		Jason	3/28/2024			Jason	N/A

**CITY OF BELLEVILLE
REGULAR CITY COUNCIL MEETING MINUTES
Monday, March 18, 2024 - 7:30 pm**

The regular meeting of the City Council was held via a hybrid of in-person and virtual access through ZOOM.

The regular meeting of the Belleville City Council was called to order by Mayor Voigt at 7:30 p.m.

1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

2. ROLL CALL

Council Member Beebe	Present
Council Member Kissel	Present
Council Member Priest	Present
Mayor Pro-Tem Bates	Present
Mayor Voigt	Present

3. PRESENTATIONS & CITIZENS COMMENTS

- Presentations
 - i. Council Follow Up List
No comments on the follow-up list
 - ii. Citizen Comments on Non-Agenda Items
No citizens spoke at this time.
 - iii. Legal Services Bid Review and Candidate Selection
Council elected to interview The Kelly Firm, Pear Sperling Eggan & Daniels, Pentiuk Couvreur & Kobiljak, Meroueh & Hallman, and Cummings McClorey Davis & Acho. Each firm will be given 5 minutes to present, and the council will have time to ask questions. Interviews will take place on April 2.

4. APPROVAL OF AGENDA

MOTION: Motion by Kissel, supported by Bates to approve the agenda as presented. Motion carried by voice vote.

5. CONSENT AGENDA

The Consent Agenda groups routine meeting discussion points into a single agenda item. In so doing, the grouped items can be approved in one action, rather than through the filing of multiple motions.

- Approval of Minutes
 - i. March 4, 2024, Regular Meeting
- Communications
 - i. MMRMA Monthly Claim Acknowledgement
 - ii. Jewett Drain Order of Necessity – Wayne County Drain Commissioner
 - iii. Feb 2024 YTD Crime Stats – Police Department
- Quarterly Financial Report
- DPS Activity Report
- Special Events
 - i. Fill the Boot for Autism

MOTION: Motion by Bates, supported by Beebe to approve the consent agenda as presented. Motion carried by voice vote.

6. PUBLIC HEARING

None

7. INTRODUCTION OF ORDINANCES

- Ordinance 24-002 – Amending Section 10 – Animals – First Reading

City Manager Smith presented the ordinance and provided an update from the original packet draft. The council provided their insights and things they'd like to see changed. Mayor Voigt said that he'd like to see a higher limit for animals than 3 and thought that 5 was a good number. He also would like to see a low fee associated with licenses. Mayor Pro Tem Bates mentioned that she would like to see a clearer and tighter definition of consistent barking. Mayor Pro Tem Bates also confirmed the language prohibited roosters. Lastly, she would like to see a longer hold before rehoming a stray, from 72 hours to 10 days. The council asked about grandfathering. CM Smith explained that the City Attorney advised against grandfathering anyone in, but instead we give residents a grace period for compliance. Councilwoman Kissel asked about the city's ability to issue licenses and if we were set up to do that. Councilwoman Kissel wanted to ensure that non-owner-occupied properties had a mechanism that granted permission for their tenant to have these types of pets. Councilman Priest asked about how many dog licenses we have in the city. He also expressed concerns about dogs and barking, as well as the number versus the size of the animal. Councilman Beebe expressed concerns over the regulations being too restrictive.

- Kristen from Victoria Commons spoke on the animal limit.
- Sandra from Harbor Point spoke on the animal limit.
- Kimberly from Henry Street spoke about the rooster and the noise caused, doesn't want them banned, and asked to allow grandfathering.
- Pauline from High Street said that she's glad to see ducks and rabbits would be allowed now after her meeting with the City Manager and mentioned that chickens only need 1.5 feet of space per chicken.

- Angela from Sumpter Road (non-resident) asked for no hard limits on animals, and no ban on roosters. Mentioned the impact on 4-H members.
- Nicole from Elwell (non-resident) said that there are vet and industry standards for space needed for animals, and guidance on soil, breed, and other factors. Also gave facts on how to control stray population and asked that grandfathering be retained.
- Matt from Henry Street mentioned that the ordinance should pertain to standard of care and sounds and smells versus counts.
- Mrs. Williams from Henry Street said that she has concerns about animals getting loose, and that quality of care of animals is important, she does have concerns about noise and predator birds, and that strays roam the community, and the shelters are full.
- Kimberly from Henry Street mentioned that feeding strays attracts vermin.
- Lucy on Clarence said that the animal limit was too low, would prefer habitat regulations versus a count.
- Brian from Henry Street stated that feeding strays causes nuisances around the neighborhood.
- Paul from Henry Street agreed that stray cats are a problem in their neighborhood.
- Mrs. Williams from Henry Street mentioned that not all the cats are theirs.
- Christina from Henry Street agreed that strays are a problem.
- Collette from Henry mentioned that there are some programs that will take strays in.

The City Manager recapped the feedback from council and residents and will return with an updated draft in the first reading form. CM Smith explained the process to pass the ordinance. The council requested a public hearing be scheduled regarding the ordinance.

- Ordinance 24-003 – Creating Section 107 – Mobile Food Vendor – First Reading
City Manager Smith reviewed the ordinance. Assistant City Manager Jones mentioned that there were some things that he would like to see added, including minimum setbacks, parking limits, longevity limits, and fire inspection. The council asked for clarification on certain portions of the ordinance. The changes will be made and the ordinance will come back as a first reading at the next meeting.

8. GENERAL BUSINESS DISCUSSION

- Resolution # 24-011 – Splurge Foundation Gaming License

MOTION: Motion by Bates, supported by Kissel to approve the resolution of support for Splurge Foundation. Motion carried by voice vote.

- Consideration of an Offer to Purchase - 100 Davis Street

City Manager Smith presented the offer to purchase 100 Davis Street. **MOTION:**

Motion by Bates, supported by Priest to sell 100 Davis Street, Motion carried by Roll Call Vote.

Council Member Kissel	Aye
Council Member Priest	Aye
Mayor Pro-Tem Bates	Aye
Mayor Voigt	Aye
Council Member Beebe	Aye

- VC3 Department Head Laptop Quotes
CM Smith presented the need for Department Heads to be moved to laptops as part of the IT upgrades.

MOTION: Motion by Kissel, supported by Priest to purchase the laptops for department heads. Motion carried by roll call vote.

Council Member Beebe	Aye
Council Member Kissel	Aye
Council Member Priest	Aye
Mayor Pro-Tem Bates	Aye
Mayor Voigt	Aye

- WDIV Skycam

MOTION: Motion by Kissel, supported by Beebe to authorize WDIV to place a Skycam at City Hall. Motion carried by voice vote.

9. ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES

- **Accounts Payable**
- **Departmental Expenditures**

MOTION: Motion by Priest, supported by Kissel to approve the Accounts Payable and Departmental Expenditures. Motion carried by roll call vote.

Mayor Pro Tem Bates	Aye
Mayor Voigt	Aye
Council Member Beebe	Aye
Council Member Kissel	Aye
Council Member Priest	Aye

10. CITY MANAGER COMMENTS

CM Smith provided an update on legislation discussed at CapCon, an update on the VC3 onboarding process, the State budget timeline, our audit update, and the status of the

grant writer. He also provided an overview of the Belleville High School/EMU/Michigan Works GIS project and the city's application for interns to assist with GIS implementation.

11. CITY COUNCIL MEMBER COMMENTS

- Mayor Pro-Tem Bates
 - o Thanked the residents for their participation and reminded everyone to spay/neuter their animals
- Council Member Beebe
 - o Thanked the residents for their participation in the government process.
- Council Member Kissel
 - o Thanked CM Smith for the updates
 - o Thanked Steve and Rick for working with her on the DPS cleanup.
- Council Member Priest
 - o Thanked the residents for coming out and participating.

12. MAYOR'S COMMENTS

- Thanked the residents for attending and participating in the meeting and encouraged future attendance.
- Warned of social media misinformation.
- Provided an update on the Pump House Project
- Congratulated the BHS Robotics team on their season
- Congratulated the BHS Jazz band on their recent performances.
- Thanked Council Member Kissel on her work with DPS.

13. CITIZENS COMMENTS

- Kimberly on Davis said that animals are emotionally attached to their owners and vice-versa.
- Collette from Garden Fantasy thanked council for allowing their voices to be heard. Also mentioned that FEMA was helping to spread the word that those impacted by last summer's tornado had assistance from FEMA available to them.
- Residents also asked about the alley between Davis and Wabash.

14. ACTION ITEMS FOR NEXT REGULARLY SCHEDULED MEETING

None

15. ADJOURNMENT

MOTION: Motion by Bates, supported by Kissel to adjourn the meeting at 9:27pm.
Motion carried by voice vote.

Respectfully submitted, Jason Smith, MPA, City Manager

TO: The City Manager and Belleville Police Chief

I type this letter as I have been a resident of Belleville my entire life. I went to Belleville schools and my family and other family members have lived our entire lives here. We have owned property and businesses. We have always loved Belleville and participate in it's many activities. I have been proud of our city through the many changes and updates.

However, I am totally pissed!!!!!! This last week our dog became very ill. He wasn't eating or drinking and his eyes were cloudy, and he started having a breathing issue. He was getting worse so we thought maybe he had eaten something in the yard that was Poisonous. We were in panic. I called our local vet and they were on vacation so I called several other Vet's in Belleville and no one could fit him in as an Emergency but suggested we take him to one of the Emergency vets. We drove almost an hour away to get help. We thought he was going to die in our car he was so bad. They rushed us in and we had taken a stool sample just in case he was poisoned. They immediately put him on an IV and tested the stool. He was severely dehydrated. Several hours passed and he was examined thoroughly. The stool sample showed no poison or parasites. HOWEVER, the vet told us he was covered in large fleas and eggs!!!!!! We ask how could this be as he takes monthly flea meds from our VET, gets regular check up's and we bathe him. She said the fleas were so bad they had poisoned him and he had a reaction. He could have died. We hadn't seen any on him and really had a hard time believing this until she combed him and then we saw the problem. They gave him 2 shots, hours of IV's and home with Antibiotics and treated the fleas with a high dose of medication. She told us it is very early in the season to see this kind of flea infestation.

She told us to Check his bedding, highly recommended we bomb our home twice and wash everything he comes in contact with. As we talked I was at a loss as to how this could happen. But, as we talked she gave information on how animals get and carry fleas and it HIT ME!!!!!!!!!!!!!! I told her we have a neighbor who moved in with 20-25 rabbits last year. They roamed in our yards, our's included, and were in the alleyway. She told us rabbits are notorious for carrying fleas and if your neighbors have that many it will definitely be an issue especially if they are in close proximity to your property. She told me to put on long white socks and walk my yard and the alley way. If you see fleas on the white socks there's your answer and the fleas are being spread by the rabbits!!!!!!!!!!!!!! WE LEFT WITH AN \$800.00 VET BILL, but at least our dog survived. We bombed our house twice and cleaned everything. So, the next morning I put on the white socks and even found an old pair of white pants and I walked through our yard, the neighbor's yard, and the alleyway. Bingo, I get by the alley and neighbors back fence at 100 Henry I am covered in big black fleas!!!!!!!!!! I was furious! There are still lots of rabbits in the big pen.

When the crazy Bipolar chick went on her rant in the Bellville City page I was not happy. I have never once seen her near this house or yard. Yes, I know her as other's do. She's a nut job. We avoid her at the park as do other's. I wrote a lengthy response but my family was adamant to keep quiet as they would come after us as they done others. I guess I was a coward and didn't want the drama although was sick of this filthy yard at 100 Henry all the junk and smells. It's sickening and no one has done anything since last year!

My wife called animal control about the lack of care for the animals at this address including the dead rabbits and the lady told her there had

been numerous complaints on this address however Belleville and Bloomington Hills are two of the cities that receive their own money for the police to handle animal cruelty within their towns??? So the Belleville city police are paid to deal with animal cruelty? She also said they had received several calls about two starving dogs in Belleville and neighbors complained numerous times but the dogs died and by the time the police went out the owner claimed he got rid of them but the fact was he had already buried them.....So, who is in charge of animal cruelty?

I called an old friend of mine that works for the Van Buren Police recently and I vented!!!!!! He asked if I had made any formal complaints? I told him I had called Van Buren twice when the rooster was crowing at 2:00 am and 4:00 am. He said well, you can fill out written complaints and I told him others have and where has it gotten them? He told me these people at 100 Henry are on the city's radar. What radar? Nothing has been done as the yard is still a disaster, junk and crap everywhere. The smells are horrible and it's not even summer yet. We as neighbors have watched this since last summer and no one has done anything. Who's in charge of the blight and filth at this property let alone the animals? Why have they NOT been served many violations and made to clean this mess up? Why has the cruelty of these animals NOT been addressed? I am a big support of our Belleville Police but somehow we have dropped the ball on this issue. My wife has a friend that attended the last city council meeting. She stated they may change the Ordinance to include so many chickens, No Roosters, but rabbits may also be allowed. These idiots had 20-30 rabbits at least till some died. We are NOW infested with fleas and don't get me going on the mouse issue which for the first time I have ever lived in my

home have I seen so many dam mice. I have watched two of my neighbors cats lay by these people's fences and the alley continuously catching mice from the dam chicken shit which bring mice. Several of my close neighbors and I have discussed that for the first time we have mice in our garages, and yards. And yet NOTHING is done!!!! At least the cats are killing some of the mice! Again, this has gone on since last summer and nothing has been done. The council says, per our friend that the animals will be monitored, things inspected and only so many animals will be allowed. I say "bullshit" Past behavior is indicative of future behavior and if we have done nothing to make them follow rules what makes you think these idiots at 100 Henry will comply as they surely haven't so far. I have met this guy twice. I don't like him. I played his game and acted all pleasant but he's the typical Bully who does whatever he wants. I actually went to his house last summer as I was pissed as his big white dog kept jumping the fence as well as the chickens. The old Beagle roams but he isn't the problem. The big white dog shits in my yard and the guy saw it but just ignored it. I went to have it out with him in the fall but no one was home. I went to the neighbor on the both sides but none of these neighbors were home either. I did see older gentlemen in his yard a few doors down and I must have looked Pissed because he stopped me and we talked. He said he avoids the guy as he's older and wants no problems and he's little scared of him. The mailman came and asks us if they had moved? The older guy told him he didn't think so. The mailman said I can't even get to the porch there is so much crap on it. Their yard is disgusting.

My wife said last night maybe it's time to call the Channel 7 or 12 news and ask for help. Even, she has changed her tone to not get involved since our dog almost died.

I have ALWAYS SUPPORTED THE Belleville Police, Fire, and Government. IT'S MY HOMETOWN.. !!!!! BUT I AM SO DISAPPOINTED IN THE FAILURE AS TO HOW THIS 100 HENRY SITUATION HAS FAILED TO BE DEALT WITH. We as neighbors should NOT have had to deal with this since last year. He had an unlicensed junk car in this front yard, NO doors on it and junk piled to the roof for 2 months!, 5-6 empty Aquariums. Shit everywhere. I saw it when I walked by. 2 unlicensed vehicles in the driveway. Who is in charge of ALL this? Someone, Needs to take ownership and do something. I have lots and lots of videos saved to share if need be. So, as the city moves forward on these NEW restrictions and says they will enforce them who's going to monitor it? Because someone sure hasn't monitored the filth at this address since last year. I have lost faith as I know others have. Maybe, I should send my own opinion to the Belleville Independent or go see Rosemary who works their and knows my entire family. Take my videos with me.

Question: So who's going to help us pay this \$800.00 vet bill????????????????

A concerned citizen and neighbor, who is pissed!

3/6/24

City Manager - Mr. Smith

I am writing this letter concerning 100 Henry Street. I have avoided getting involved due to being in fear of my neighbor (Matt). He is a bully! I have watched him scream and yell at his partner and the little girl that resides with them. He was in the yard and the poor little girl approached him and he yelled at her "his busy doing something! Can't you see that, Find something else to do and get out of my face" The poor girl is only approximately 3 years old.

However, regarding his yard it is deplorable and stinks. We has neighbors have had his chickens, dogs + rabbits in our yards since he moved in. Now we also have mice, rodents, coyotes and chicken hawks now invading the neighborhood.

I worked in my yard this weekend and saw mice + rats on the phone line.

The City should enforce the same guidelines as Van Buren has in place, Regarding barn yard animals.

We live in a nice city and the ongoing issue with all of this has caused so much stress to the community as the rooster crows morning, noon + night. Their pit bull beats up the other dogs. A beagle in the middle of the night and the poor animal screams in pain. I have witnessed this several times.

He disposes of trees + branches in the alley and had rabbits living in the brush. Suddenly the rabbits disappeared either due to neglect or the fox that now roams around. The brush is still piled several feet high. This isn't even on his property and their yard is deplorable. I have chosen to keep quiet + stay anonymous.

as cl do not want him coming after me. cl know he has bullied his next door neighbors, an older couple, who have lived here for years.

cl saw him tearing out her (the neighbor's) flowers on her fence recently. He does whatever he wishes for a form of harassment.

cl attempted to attend the zoom meeting recently however due to fear, do not wish to encounter this man in case he showed up.

cl hereby am fed up with this nonsense. We've never had mice and now they are everywhere due to chicken & other waste.

Please change this ordinance in conjunction with the Van Buren one and please enforce it. We can't even sit on our own porches on the nice days as the stench is horrendous. cl have called Van Buren

myself some mornings before the
Bellville police open due to the roost
crowing starting at approximately
five a.m. it also happen to go all
the way until two or three in the morn

He lit some of the rabbits
die as they were not protected
against the cold. Especially the
ones that sought shelter in the
brush pile he created in the alley.
Animal control should get involved
due to neglected animals.

As Summer approaches the snow
from the yard need to be cleared
as soon as possible, the situation has
become out of control. Thank you
I would prefer to not sign
this and remain anonymous
out of simple fear of this man.

Also I might suggest that
you, yourself or another Council mem.
visit the property + alley

and see the blight and see for
themselves why this is becoming
such an issue

I know he tore out flowers
on the neighbors fencing + am aware
she is in garden shows as I might
visited them years ago, before I had
even bought my home. He tore every
bit of these flowers out.

Recently, I watched as he tore
out the remaining flowers on the fence.
The neighbors were not home,
but he seemed pleased with
himself and his destruction.
I want no contact with this
man but this needs to be
addressed and something needs
to be done!

— A concerned Neighbor
Also on a prior note:

Who is in charge of the city
in regards to blight control?

The brush pile in the alley has not been removed, Nor the piles + piles of brush off his yard and all of the junk. All this junk hides + houses rodents.

Why is this continued to be allowed? He had an abandoned car with no doors and junk piled outside for 2 months in his front yard. There is also 4-5 Aquariums in the front and the side yard. There bags of trash and some big metal thing.

I could go on. I've driven down Henry multiple times and it just keeps getting worse.

Thank you for your time and attention.

A concerned Citizen.

City of Belleville

6 Main Street ♦ Belleville, MI 48111-2788

Jason Smith, MPA, City Manager

jsmith@belleville.mi.us

734-252-4307 ♦ Fax 734-697-6837 ♦

www.bellevilleonthelake.com



To: Belleville City Council
From: Jason Smith, MPA – City Manager
Date: 3/28/2024
Re: Mobile Food Vendor Ordinance

RECOMMENDATION: *No Action Recommended (First Reading).*

After hearing feedback from residents and council, some revisions were made to the Animal Ordinance:

- Increased the number of allowable cats and dogs to a total of 5.
 - o Created an exemption for foster animals (additional 2).
 - o This also does not apply to puppies and kittens under 4 months old.
- Changed the definition of “consistent barking”.
 - o It is now more reflective of a strict legal definition.
- Altered language on coops or other structures.
- Added a 12-month compliance period.
 - o Allows owners one full year to become compliant.
 - o If an owner is over the limit, they may not add new animals until such time as they are under the limit.
- Changed the length of time to claim an impounded animal from 72 hours to 10 days.

Your consideration and concurrence are appreciated.

Section 10 – Animals

Article I – General

§10.1 Scope and Purpose

The purpose of this chapter is to promote the proper control and care of animals by their owners and others, for the health, safety, and welfare of the citizens of the City of Belleville, Michigan.

§10.2 Definitions

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

Animal means every nonhuman species of animal, both domestic and wild.

At large means any animal when not on a leash or in a fenced (electronic or otherwise) area.

Bears means any animal belonging to the Ursidae family.

Caring means any act by any person:

- a) Allowing any animal to habitually remain or be lodged at one's premises; or
- b) Allowing any animal to be fed within or at one's premises on a regular basis; or
- c) Exercising control over an animal.

Cat means an animal of any age of the species *Felis Catus*.

City means City of Belleville, Michigan.

Consistent Barking means any bark, howl, or noise emanating from an animal that persistently occurs or continues to such a degree or extent that it unreasonably interferes with the peace, comfort, or convenience of a person.

County means County of Wayne, State of Michigan.

Crocodilian Reptiles means crocodiles and alligators and any associated breeds or species.

Dangerous animal means a dog or other animal that bites or attacks a person, or an animal that bites or attacks and causes serious injury or death to another animal while the other animal is on the property or under the control of its owner. However, a dangerous animal does not include any of the following:

- a) An animal that bites or attacks a person who is knowingly trespassing on the property of the animal's owner.

- b) An animal that bites or attacks a person who provokes or torments the animal at time of the incident.
- c) An animal that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.
- d) Livestock.

Exotic animal means any animal, reptile, or non-human species, other than livestock, that is native to a foreign country or of foreign origin or character, is not native to the United States, or was introduced from abroad.

Fostering means a person providing temporary care to shelter animals who need to live in a home environment prior to adoption.

Fowl means any bird belonging to one of two biological orders, Galliformes (landfowl and/or gamefowl) and the Anseriformes (waterfowl).

Harboring – See *Caring*

Hen means a female chicken.

Hive means one colony of bees with only one queen.

Humane manner means the care required for an animal and includes but is not limited to the provision of an adequately heated ventilated and sanitary shelter and wholesome food and water consistent with the normal requirements and feeding habits of the animal's size, species, and breed.

Keeping – See *Caring*

Kennel means any establishment wherein or whereon any person keeps or has possession of more than two dogs that are not owned by such person for a period of more than three days, but on a temporary basis. *Kennel* does not include a veterinary hospital or clinic and does not include any pet shop or pet grooming shop.

Kitten means any cat under the age of four months.

Law enforcement officer means a person employed or elected by the people of the City of Belleville, Michigan, to preserve peace, make arrests, and/or to enforce the law including city inspectors.

Livestock means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids (juvenile goats), rabbits, swine, and/or any other non-domesticated fur-bearing animals being raised in captivity.

Miniature pig means Chinese, Asian or Vietnamese pot-bellied pigs.

Owner means any person, partnership, or corporation owning, keeping, harboring, or having custody of one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered three (3) times or more except for wild birds fed from outdoor bird feeders.

Person means an adult individual, partnership, corporation, cooperative, association, joint venture, or other legal entity.

Pet means any animal kept for pleasure rather than utility or any animal of a species that has been bred and raised to live in or about the habitation of human beings and is dependent on people for food or shelter.

Premises means any house, residential unit, store, building, land, or other type of enclosure.

Provoke means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack by an ordinary dog or animal.

Puppy (or pup) means any dog under the age of four months.

Restraint means any animal secured by a leash or lead extending six feet or less and under the control of a responsible person and obedient to that person's commands, or when confined securely in a shipping receptacle, crate, or closed automobile, or when within the real property limits of its owner and under the control of a leash or being fenced in or by some other suitable physical means kept from leaving the property at any time.

Rooster means a male chicken.

Serious injury means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person.

Service Animal means any animal defined as a service animal by the State of Michigan, as defined in 28 CFR §36.104, as amended.

Temporary care means accepting ownership of an animal for a period not to exceed six (6) consecutive months, or 9 months in any 12-month period.

Tenant means an individual person or group of persons who occupy a structure or premise that has no full ownership in a property they occupy or person or persons that lease but do not occupy said structure or premise.

Torment means an act or omission that causes unjustifiable pain, suffering, and distress to an animal, or causes mental and emotional anguish in the animal as evidenced by its altered behavior, for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack.

Under restraint means that an animal is:

- a) Within the real property limits of its owner; or
- b) Secured by a leash or lead; or
- c) Confined in a closed vehicle or shipping receptacle.

Venomous Animals means a reptile, spider, or insect that is normally considered a venomous or poisonous species, where, found in its native habitat and that can inflict serious injury (as defined in this section) or death upon a human being, regardless of whether an individual animal has been surgically altered.

Vicious animal means:

- a) Any animal with a known propensity, tendency, or disposition to attack without provocation, to cause injury, or to otherwise threaten the safety of human beings or domestic animals; or
- b) Any animal which, without provocation, has attacked or bitten a human being or domestic animal; or
- c) Any animal owned or harbored primarily or in part for the purpose of fighting, or any animal trained for fighting; or
- d) Any animal which, without provocation, chases or approaches a person upon the streets, sidewalks, or any public or private property in a menacing fashion or apparent attitude of attack; this subsection does not apply to any animal on the property of its owner or to an animal that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.

Vicious dog – See Vicious Animal.

Wild animal means any living member of the animal kingdom, including those born or raised in captivity, except the following: human beings, domestic dogs (excluding hybrids with wolves, coyotes, or jackals), domestic cats (excluding hybrids with ocelots or margays), farm animals, nonpoisonous insects, and captive-bred species of rodents, common cage birds, nonpoisonous aquarium reptiles, aquarium amphibians, and aquarium fish.

Wild cat means African Golden Cat, African Wildcat, Andean Mountain Cat, Asian Golden Cat, Black-footed Cat, bobcats, Bornean Bay Cat, Caracals, cheetahs, Chinese Desert Cats, cougars, Fishing Cats, Flat-headed Cats, Geoffroy's Cat, jaguars, jaguarundi, Jungle Cats, Kodkod Guina, leopards, lions, lynxes, Marbled Cats, Margays, mountain lions, ocelots, Palla's Cat, Pampas Cat, panthers, pumas, Rusty-spotted Cats, Sand Cats, servals, tigers, tiger cats, or wildcats.

§10.3 Restrictions on Keeping Certain Animals

- 1) *Pets*. No owners shall keep or house any animals or domestic fowl within the city except dogs, cats, nonpoisonous insects, and captive-bred species of rodents, common cage birds, cage birds kept pursuant to license under state or federal law, including but not limited to Michigan Act 451, PA of 1994, as amended, and the Wildlife Conservation Order as amended and under the Code of Federal Regulation (CFR), including but not limited to 50 CFF 13 subpart D and 50 CFR; 1.28 and 21.29, nonpoisonous aquarium reptiles, aquarium amphibians, and aquarium

fish commonly classified as pets and which are customarily kept or housed inside dwellings as household pets.

- 2) *Dogs and Cats*. The keeping of more than five (5) dogs, more than five (5) cats, or any combination of dogs and cats totaling more than five (5), is prohibited. This does not include kittens or puppies less than four (4) months old.
- 3) *Fostering of animals*. A person may foster, as defined in this ordinance, up to two (2) additional allowable animals, as provided by Section 10.9.
- 4) *Wild animals*.
 - a) No person shall own, possess, or have custody on his premises any wild or vicious animal for display, training, or exhibition purposes, whether gratuitously or for a fee. This section shall not be construed to apply to AAZPA accredited facilities or cage birds kept under state or federal license.
 - b) No person shall keep or permit to be kept any wild animal as a pet.
- 5) *Bees*. No owner shall keep or possess any apiary containing any stands or hives of bees except as provided by Section 10.8.
- 6) *Keeping of Livestock*. The keeping of any livestock as defined in this section within the limits of the city is declared to be a nuisance and is prohibited; except for no more than three (3) rabbits as provided by Section 10.7
- 7) *Keeping of Pigs*. The keeping of any miniature pig, hog, or swine within the limits of the city is declared to be a nuisance and is prohibited.
- 8) *Keeping of Poisonous Animals*. The keeping of all venomous animals as defined in this section within the limits of the city is declared a nuisance and is prohibited.
- 9) *Keeping of Fowl*. The keeping of any ducks, geese, doves, pigeons, roosters, or other fowl is prohibited and declared to be a nuisance except for no more than three (3) hen chickens as provided by Section 10.7.
- 10) *Keeping of Wild Cats*. The keeping of wild cats as defined in this section is declared a nuisance and is prohibited.
- 11) *Keeping of Crocodilian Reptiles*. The keeping of crocodilian reptiles as defined in this section is declared a nuisance and is prohibited.
- 12) *Keeping of Bears*. The keeping of bears as defined in this section is declared a nuisance and is prohibited.

- 13) *Sale of Wild or Exotic Animals.* The keeping or sale of all wild or exotic reptiles or animals is prohibited unless applicable state and/or federal licenses are obtained, and business is established in the appropriately zoned area.
- 14) *Rights protected by the Michigan Right to Farm Act excluded.* This section does not extend or revise in any manner the provisions of the Michigan Right to Farm Act or generally accepted agricultural and management practices developed under the Michigan Right to Farm Act. Specifically, the following are excepted from the prohibitions of this section: A farm or farm operation under the Michigan Right to Farm Act that conforms to generally accepted agricultural and management practices according to policy determined by the Michigan Commission of Agriculture and, therefore, is not a public nuisance pursuant to MCL 285.473; and a farm or farm operation that existed before a change in land use or occupancy of land within one mile of the boundaries of the farm land, and if before that change in land use or occupancy of land, the farm or farm operation would not have been a nuisance.
- 15) *Compliance.* The owner(s) of all private real property shall comply with this section.
- 16) *Municipal civil infraction.* A person who violates any provision of this section is responsible for a municipal civil infraction, subject to payment of a civil fine as set forth in this section. Repeat offenses under this section shall be subject to increased fines as set forth in this section.

§10.4 Restraint

- 1) *Generally.* All animals shall be kept under restraint.
- 2) *Dogs or cats in heat.* Every female dog or cat in heat shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot encounter an unneutered male of the same species except for planned breeding.
- 3) *Impediment to pedestrian traffic.* No animal shall be left unattended in a location to permit it to impede pedestrian traffic to and from sites of entrance and egress to public buildings or buildings to which the public is invited.
- 4) *Animals not on a leash.* It shall be unlawful for any person to suffer or permit any animal owned, possessed, harbored, or kept by a person to run at large, which shall mean to be unleashed in an unfenced area or allowed to wander unrestrained on any streets, alleys, parks, or public places within the city.
- 5) *Municipal civil infraction.* A person who violates any provision of this section is responsible for a municipal civil infraction, subject to payment of a civil fine as set forth in this section. Repeat offenses under this section shall be subject to increased fines as set forth in this section.

§10.5 Animal Waste

- 1) *Responsibility.* The owner of every animal shall be responsible for the removal of any excreta deposited by the animal on public walks, recreation areas, or private property.
- 2) *Municipal civil infraction.* A person who violates any provision of this section is responsible for a municipal civil infraction, subject to payment of a civil fine as set forth in this section. Repeat offenses under this section shall be subject to increased fines as set forth in this section.

§10.6 Care of Animals

No person shall:

- a) Fail to keep any premises where animals are kept in a clean and sanitary condition, or allow such premises to accumulate waste products to permit odors to be perceptible on any adjoining premises; or
- b) Confine any animal within an unoccupied vehicle that has no method of ventilation, air circulation, or heat/cold mediation (i.e. heat or air conditioning).
- c) Confine any animal on a leash or chain which fails to allow such animal sufficient room for movement to exercise; or
- d) Fail to keep any animal in other than a humane manner; or
- e) Own any animal which causes a disturbance by excessive barking, yelping, howling, or other noise making.
- f) Inappropriately tether a domesticated animal in violation of this subparagraph. As used herein, *tethering* means the practice of securing a domesticated animal to a stationary object by means of a metal chain or coated steel cable for keeping a domesticated animal restrained. Tethering does not mean walking a domesticated animal on a leash, or for temporary grooming, or other professional service. It shall be unlawful for a person to:
 - i) Continuously tether a domesticated animal for more than three hours per day; or
 - ii) Tether a domesticated animal on a tether made of anything but a coated steel cable more than ten feet in length; or
 - iii) Use a tether or any assembly or attachments thereto to tether a domesticated animal that shall weigh more than 10% of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or
 - iv) Tether a domesticated animal on anything except a buckle-type collar or harness, or tethering on a choke chain or around the domesticated animal neck, or tethered to training collars such as choke or pinch-style collars, or in such a manner as to cause

- injury, strangulation, or entanglement of the domesticated animal on fences, trees, or other man made or natural obstacles; or
- v) Tether a domesticated animal without access to shade when sunlight is likely to cause overheating, or appropriate shelter to provide insulation and protection against cold and dampness when the atmospheric temperature falls below 40 degrees Fahrenheit, or to tether a domesticated animal without securing its food and water supply so that it cannot be tipped over by the tether; or
 - vi) Tether a domesticated animal in an open area where it can be teased by persons or an open area that does not provide the domesticated animal protection from attack by other animals; or
 - vii) Tether a domesticated animal in an area where bare earth is present, and no steps have been taken to prevent the surface from becoming wet and muddy in the event of precipitation; or
 - viii) Tether a domesticated animal less than four months of age; or
 - ix) Tether more than one domesticated animal to a single tether; or
 - x) Tether a domesticated animal to a stationary object which would allow a domesticated animal to come within five feet of any property line; or
 - xi) Tether a domesticated animal without a swivel attached and/or equipped on both ends.
 - xii) A police officer or animal control officer, or their designee, may in their discretion order a more restrictive tethering requirement if circumstances require and it is not detrimental to the health, safety, or welfare of the domesticated animal.
- g) *Revocation.* Any permit or license may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee or licensee has violated applicable City ordinance provisions, permit or license conditions, or due to substantiated neighbor complaint(s), or at the request of the property owner.
 - h) *Civil Infraction.* If the requirements of this subsection are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation as outlined in Section §10.10.
 - i) *Animal Fighting.* No person shall own any animal for the purpose of fighting with any other animal, and no person shall permit, maintain, promote or in any manner allow animal fighting on any premises owned, leased or otherwise in control of such person, whether such animal fight is for profit, sport or otherwise.

§10.7 Keeping of Livestock and Fowl

- 1) *Permit Required.* Any person who keeps hens in the City of Belleville shall obtain a permit from the city prior to acquiring the hens and pay a permit fee set by the city council. This permit shall be kept by the owner and presented upon demand by any city official or police officer. Permits are non-transferable and do not run with the land. A permit may be obtained by any property owner of a property whose principal use is as a single-family or two-family zoned property within the city. Permits are renewable for two-year periods. Permits shall provide a limited license for the activity, and no vested zoning rights shall arise from said permit issuance.
- 2) *Private Restrictions.* Notwithstanding the issuance of a permit by the city, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit the keeping of hens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.
- 3) *Compliance.* A person who keeps or houses allowable livestock or fowl on their property shall comply with the following requirements:
 - a) Must obtain a permit pursuant to subsection 10.7.1 of this section.
 - b) Any person obtaining a permit pursuant to 10.7.3 of this section may be subject to inspection of the property to ensure compliance with this subsection 10.7.3. Any ordinance violations encountered during the process of the inspection are enforceable.
 - c) Keep no more than a total of three (3) hens, three (3) female ducks, three (3) rabbits, or any combination totaling three for personal use and may not use hens, ducks, or rabbits for any business or commercial purpose.
 - i) The showing of these animals at a sanctioned animal showing competition is allowed.
 - d) The principal use of the person's property must be for a single-family dwelling or two-family dwelling.
 - e) If the property is non-owner-occupied, the applicant must obtain signed, notarized consent from the property owner and any lessees to the property.
 - f) No person shall keep a male chicken (rooster), or male duck (mallard).
 - g) Any person keeping hens, ducks, or rabbits shall remain subject to public nuisance animal controls.
 - h) The hens, ducks, and rabbits shall be provided with a covered enclosure and must be kept in the covered enclosure for flighted species, or a fenced enclosure for flightless species at

all times. A person keeping hens, ducks, or rabbits is encouraged to utilize a covered enclosure for protection from wild predator birds. Fenced enclosures are subject to applicable zoning requirements and restrictions.

- i) A person shall keep hens, ducks, and rabbits in the backyard only. For this subsection, *backyard* means the portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family or two-family structure and extending to the side lot lines.
 - j) All enclosures for the keeping of hens, ducks, and rabbits shall be constructed, repaired, and maintained in a manner to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure.
 - k) All feed and other items associated with the keeping of hens, ducks, and rabbits that are likely to attract or to become infested shall be so protected to prevent rats, mice, or other rodents from gaining access to or encountering it.
 - l) Chicken coops, rabbit habitats, and enclosures designed to shelter hens, ducks, and rabbits shall be at least 20 feet from any residential structure not owned by the permittee unless notarized, written permission is granted from the owner of the affected residential structure.
 - m) Slaughtering, butchering, or otherwise killing of any animal at the property is prohibited.
- 4) *Revocation.* Any permit may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee has violated applicable City ordinance provisions, permit conditions, or due to substantiated neighbor complaint(s), or at the request of the property owner.
- 5) *Civil Infraction.* If the requirements of subsection 10.7 are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation as outlined in Section §10.10.

§10.8 Keeping of Honeybees

- 1) *Permit Required.* Any person who keeps honeybees in the City of Belleville shall obtain a permit from the city prior to acquiring the honeybees and pay a permit fee set by the city council. This permit shall be kept by the owner and presented upon demand by any city official or police officer. Permits are non-transferable and do not run with the land. A permit may be obtained by any property owner of a property whose principal use is as a single-family or two-family zoned property within the city. Permits are renewable for two-year periods. Permits shall provide a limited license for the activity, and no vested zoning rights shall arise from said permit issuance.
- 2) *Zoning.* Any person residing in a residentially zoned district property, on a property with an area no less than five thousand (5,000) square feet and obtaining a permit from the city, may keep

not more than two (2) honeybee hives in the city for personal use only and not for any business or commercial use.

- a) *Exemption.* The Belleville Area District Library is exempt from this provision. This exemption does not exempt compliance of all other provisions of Section 10.8
- 3) *Consent of neighboring property owners.* Applicants must obtain the notarized consent of all property owners within one hundred (100) feet and/or that share a common boundary with the applicant and submit this as part of the application.
- 4) *Confirmation of Beekeeping Course.* Applicants must also submit an affidavit of having completed a beekeeping course through a beekeeping club, a university extension office or other reputable source.
- 5) *Additionally Requested Information.* Plot plans and site drawings and any other information required by the building department must also be submitted with the application.
- 6) *Non-owner-occupied Residences.* If the property is non-owner-occupied, the applicant must obtain signed, notarized consent from the property owner and any lessees to the property.
- 7) *Private Restrictions.* Notwithstanding this section, private restrictions on the use of property shall remain enforceable. Private restrictions include but are not limited to deed restrictions, neighborhood association by-laws, and covenant deeds.
- 8) *Compliance.* A permit holder shall comply with all the following requirements:
 - a) The hives must be at least twenty-five (25) feet from any edge of a permit holder's property line unless one of the following circumstances applies, in which case the hives must be at least ten (10) feet from each property line:
 - i) The hives are at least eight feet above the adjacent ground.
 - ii) The hives are less than six (6) feet above the adjacent ground and are behind a flyaway barrier consisting of dense hedges, shrubbery, solid fencing, or combination thereof which is at least six (6) feet in height and parallel to any property within twenty-five (25) feet of the hives and extending at least twenty (20) feet beyond the hive in both directions.
 - b) All honeybee colonies shall be kept in hives with removable frames, which shall be kept in sound and usable condition. No hive shall be taller than four (4) feet from the base of the hive stand unless secured with a ratchet strap.
 - c) Each permit holder shall ensure that a convenient source of water is always available to the bees during the year so that the bees will not congregate at swimming pools, pet watering

bowls, bird baths or other water sources where they may cause human, bird, or domestic pet contact.

- d) Each permit holder shall ensure that no bee comb or other materials are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container and placed within a building or other approved accessory bee-proof structure.
- e) In any instance in which a colony exhibits unusual aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition toward swarming, it shall be the duty of the permit holder to promptly re-queen the colony with another queen. Queens shall be selected from European stock bred for gentleness and non-swarming characteristics.
- f) No more than two (2) hives shall be kept on any one premise, in the City.
- g) All permit holding beekeepers must post a weatherproof sign adjacent to the hive and along any public frontage, but in no instance beyond the front or side building line as defined in the City of Belleville zoning ordinance, notifying the public that honeybees are kept on the premises. This sign should contain the name of the permit holder and a current phone number to reach them and shall comply with City of Belleville sign regulations.
- h) Upon receipt of information that any colony situated within the city is not being kept in compliance with this article, the building inspector shall cause an investigation to be conducted. If they find that grounds exist to believe that one or more violations have occurred, they shall issue a civil infraction to the beekeepers.
- i) A civil infraction citation may be issued to the beekeepers once per week until such time as the bees are destroyed, removed, or the problem is corrected.
- j) If, after a civil infraction is issued and the beekeeper does not cause the violation to be corrected in a prompt manner, the city may, at its discretion, revoke the beekeeper's permit and cause the colony or colonies to be destroyed.
- k) The provisions of this section shall not prevent the city from destroying bees or a bee colony if there is an immediate need to protect public safety. Such circumstances include, but are not limited to:
 - i) A bee colony not residing in a hive structure intended for beekeeping; or
 - ii) A dangerous swarm of bees that poses an immediate risk to the safety of humans; or
 - iii) A colony residing in a standard or man-made hive which, by virtue of its condition, has obviously been abandoned by the beekeeper.

- 9) *Michigan Law.* The beekeeper shall fully comply with all State of Michigan Apiary Laws, MCL 286.801 et al., including future revisions to Michigan Apiary Law. Additionally, a beekeeper selling honey must obtain and maintain a food establishment license if required to do so by the Michigan Food Law of 2000, MCL 289.4101 et al.
- 10) *Revocation.* Any permit may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee has violated applicable City ordinance provisions, permit conditions, or due to substantiated neighbor complaint(s), or at the request of the property owner.
- 11) *Civil Infraction.* If the requirements of subsection 10.8 are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation as outlined in Section §10.10.

§10.9 Fostering Animals

1. *Permit Required.* Any person who wishes to foster animals in the City of Belleville shall obtain a permit from the city prior to fostering and pay a permit fee set by the city council. This permit shall be kept by the owner and presented upon demand by any city official or police officer. Permits are non-transferable and do not run with the land. A permit may be obtained by any property owner of a property whose principal use is as a single-family or two-family zoned property within the city. Permits are renewable for two-year periods. Permits shall provide a limited license for the activity, and no vested zoning rights shall arise from said permit issuance.
2. *Private Restrictions.* Notwithstanding the issuance of a permit by the city, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit fostering is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.
3. *Compliance.* A person who fosters on their property shall comply with the following requirements:
 - a. Must obtain a permit pursuant to subsection 10.9.1 of this section.
 - b. Any person obtaining a permit pursuant to 10.9.3 of this section may be subject to inspection of the property to ensure compliance with this subsection 10.9.3. Any ordinance violations encountered during the process of the inspection are enforceable.
 - c. Permit holders must be at least 18 years of age.

- d. For single-family properties, only one permit per parcel is allowed.
 - e. For multi-unit properties, only one permit shall be issued to each unit.
 - f. Keep no more than a total of two (2) additional allowable animals.
 - g. The principal use of the person's property must be for a single-family dwelling or two-family dwelling.
 - h. If the property is non-owner-occupied, the applicant must obtain signed, notarized consent from the property owner and any lessees to the property.
 - i. Any person fostering animals shall remain subject to public nuisance animal controls.
4. *Revocation.* Any permit may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee has violated applicable City ordinance provisions, permit conditions, or due to substantiated neighbor complaint(s), or at the request of the property owner.
5. *Civil Infraction.* If the requirements of subsection 10.9 are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation as outlined in Section §10.10.

§10.10 Penalties

- 1) In addition to any remedy available under Michigan law, the City of Belleville Charter or the Belleville Code of Ordinances, a law enforcement officer may issue a civil infraction to the permit holder containing a fine for any violation of this section.
- 2) *Notice.* Prior to the issuance of a citation, notice of a violation of this section shall be posted on the front entrance of the structure on the property and provide that the cited violation be corrected in five (5) business days. If the property is non-owner-occupied, notice of the violation will be sent to the property owner of record.
- 3) *Fines.* Unless the violation is corrected within five (5) business days of the posting of the notice, a civil infraction shall be issued to the permit holder. Violations shall carry increased fines at the following schedule:

Violation	Fine	Additional Penalty
1	\$100.00	After 10 business days, Revocation of applicable licenses until violation is corrected
2	\$250.00	1-year revocation of applicable licenses
3	\$500.00	permanent revocation of applicable licenses

- 4) *Revocation of Permit.* Any violation of a provision of this Chapter which remains uncorrected for a period of (10) business days after the posting of a notice of violation shall result in the revocation of the permit holder's permit for the designated uses set forth in this section.
- 5) *Payment.* All fines shall be paid in person or by mail at the address outlined in the civil infraction.
- 6) *Authority to void.* The city attorney is authorized to void all civil infractions issued under this chapter as deemed necessary.

§10.11 Cost Recovery

The city may recover all costs of abatement of any public nuisance either by action at law or by specially assessing the costs against the property where the abatement was performed.

§10.12 Severability

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision will not affect the validity of any other section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

§10.13 Inconsistent provisions repealed

Ordinances or parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

§10.14 Compliance Period

1. *Licensing.* All owners of animals must obtain proper licensing immediately upon the effective date of the ordinance.
2. *Compliance Period.* Except for licensing provisions, an owner who is not in compliance with any portion of this ordinance as of the effective date shall be granted a grace period of one

(1) year from the effective date of the ordinance to become compliant with the requirements outlined in this ordinance.

- a. During this compliance period, non-compliant owners are prohibited from acquiring or obtaining any additional animals.
3. *Penalties.* In addition to any remedy available under Michigan law, the City of Belleville Charter or the Belleville Code of Ordinances, a law enforcement officer may issue a civil infraction to an owner for any violation of this section.
4. *Notice.* Prior to the issuance of a citation, notice of a violation of this section shall be posted on the front entrance of the structure on the property and provide that the cited violation be corrected in five (5) business days. If the property is non-owner-occupied, notice of the violation will be sent to the property owner of record.
5. *Fines.* Unless the violation is corrected within five (5) business days of the posting of the notice, a civil infraction shall be issued to the permit holder. Violations shall carry increased fines at the following schedule:

Violation	Fine	Additional Penalty
1	\$250.00	After 10 business days, Revocation of applicable licenses until violation is corrected
2	\$500.00	1-year revocation of applicable licenses
3	\$1,000.00	permanent revocation of applicable licenses

6. *Revocation of Permit.* Each violation of a provision of this Chapter which remains uncorrected for a period of (10) business days after the posting of a notice of violation shall result in an additional violation and the revocation of the permit holder's permit for the designated uses set forth in this section.
7. *Payment.* All fines shall be paid in person or by mail at the address outlined in the civil infraction.
8. *Authority to void.* The city attorney is authorized to void all civil infractions issued under this chapter as deemed necessary.

§10.15-§10.30 Reserved

Article II – Impoundment, Disposition, and Vicious Animals

§10.31 Penalty

Any person who violates any of the provisions of this article shall, upon conviction thereof, be sentenced to pay a fine not to exceed one thousand dollars (\$1,000.00) and costs of prosecution, or to imprisonment, impoundment or disposal of the animal, or any other punishment at the discretion of the court.

§10.32 Impoundment Authorized

All animals found running at large or being kept or harbored in any place within the city contrary to this section, shall be seized by the police department and impounded at a location designated by the Chief of Police, and may thereafter be sold or otherwise adopted if not claimed by the owner per the terms of the impound location. When selecting a place of impoundment, the Chief of Police shall not select a shelter, pound, or other facility that engages in the euthanasia of non-violent animals (aka “kill” shelter), unless said animal is deemed to be vicious and ordered by the court to be humanely euthanized under subsection 10.35.

§10.33 Impoundment Fees

- 1) No animal shall be released from the impound location to the owner until the owner or authorized agent has paid to the impound location a fee as set by the impound location.
- 2) No animal shall be released from the impound location to the owner unless the animal is properly immunized, vaccinated, and licensed. The cost of such immunization, vaccination, and licensing shall be paid by the owner in addition to the fees set by the impound location.
- 3) Animals may be released from the impound location if all fees have been paid to the impound location, but any citations issued by the police department remain unpaid.
- 4) The police department shall keep a record of all seizures of animals.

§10.34 Disposition of Impounded Animals

- 1) All animals not claimed within ten (10) calendar days after being impounded shall become property of the impound location to be rehomed. No non-violent animal impounded from within the city limits of the City of Belleville shall be euthanized by any impound location.
- 2) The City of Belleville shall pay costs associated with the housing of an impounded animal(s) that are not claimed by the owner. The city may recover all costs associated by any means allowable under applicable law.

§10.35 Vicious Animals

1) *Definitions.* As used in Section 10.35

Altered means a dog that has undergone a professional sterilization procedure performed by a veterinarian that rendered the dog incapable of reproducing.

Animal Control Department means an animal control shelter as that term is defined in section 1 of 1969 PA 287, MCL 287.331.

Attack means the deliberate act of an animal, whether in response to a command by its owner, to bite, seize with its teeth, or pursue an individual or domestic animal with the intent to kill, wound, injure, or harm.

Domestic Animal means a dog, cat, poultry, farm animal, or any other animal that is kept, bred, bought, sold, or considered by the owner to be a pet.

Impound means to seize and take into the custody of an animal control department.

Owner's Real Property means real property owned or leased by the owner of a dog or other animal. Owner's real property does not include a public right-of-way or a common area of a condominium complex, manufactured home park, apartment complex, or townhouse development.

State Veterinarian means the chief animal health official of this state as appointed by the director of the department of agriculture and rural development under section 7 of the animal industry act, 1988 PA 466, MCL 287.707, or the state veterinarian's authorized representative.

Veterinarian means an individual licensed to engage in the practice of veterinary medicine under part 188 of the public health code, 1978 PA 368, MCL 333.18801 to 333.18838.

2) *Determination of a Vicious Animal.*

- a) Upon a sworn complaint that an animal is a vicious animal and has caused injury or death to an individual or domestic animal, a district court magistrate, district court, or municipal court shall issue a summons to the owner ordering the owner to appear to show cause why the animal should not be destroyed.
- b) Upon the filing of a sworn complaint as provided in 10.35, Subsection 1, Part a, the district court magistrate, district court, or municipal court shall order the owner to immediately turn the animal over to an animal control department, incorporated humane society, veterinarian, or boarding kennel, at the owner's option, to be retained until a hearing is held and a decision is made for the disposition of the animal. The owner shall notify the person that retains the animal under this subsection of the complaint and order. The owner is responsible for the expense of the boarding and retention of the animal. The animal must

not be returned to the owner until the animal has a current rabies vaccination and license as required by ordinance, if applicable.

- c) After a hearing, if the animal is found to be a vicious animal that caused injury or death to an individual or a domestic animal, the district court magistrate, district court, or municipal court shall order the destruction of the animal, at the owner's expense. After a hearing, the court finds that the animal is a vicious animal that did not cause severe injury or death to an individual or domestic animal but is likely to cause severe injury or death to an individual or domestic animal in the future, the district court magistrate, district court, or municipal court may order the destruction of the animal, at the owner's expense.
 - d) If the district court magistrate, district court, or municipal court finds that an animal is a dangerous animal that has not caused severe injury or death to an individual or domestic animal, the district court magistrate, district court, or municipal court shall notify the animal control department for the county in which the complaint was filed of all the following information:
 - i) The finding of the court.
 - ii) The name of the owner of the dangerous animal.
 - iii) The address at which the animal was kept at the time of the finding.
 - e) If the district court magistrate, district court, or municipal court finds that an animal is a vicious animal that has not caused severe injury or death to an individual or a domestic animal, the district court magistrate, district court, or municipal court shall order the owner of that animal to do 1 or more of the following:
 - i) Take specific steps, such as escape proof fencing or an enclosure, that provides protection from the elements and includes a top or roof, to ensure that the animal cannot escape, and unauthorized individuals cannot enter the premises.
 - ii) Have the animal sterilized.
 - iii) Obtain and maintain liability insurance coverage sufficient to protect the public from any damage or harm caused by the animal.
 - iv) Take any other action appropriate to protect the public.
- 3) *Potentially Vicious Animal.* Upon the filing of a sworn complaint that an animal is a potentially vicious animal, a district court magistrate, district court, or municipal court shall do both of the following:

- a) Issue a summons to the owner ordering the owner to appear to show cause why the animal should not be declared a potentially vicious animal or vicious animal at a time and place specified in the summons.
- b) If the animal poses an immediate threat to public safety, order that the animal control department or law enforcement agency impound the animal, at the owner's expense, until a hearing is held, and a decision is made for the disposition of the animal.
- c) After a hearing under section 10.35, Subsection 3a, if the district court magistrate, district court, or municipal court finds that an animal is a potentially vicious animal, the district court magistrate, district court, or municipal court shall order the owner to do all the following:
 - i) Have the animal sterilized and vaccinated for rabies.
 - ii) Obtain a license for the animal as provided in the animal law of 1919, 1919 PA 339, MCL 287.261 to 287.290.
- d) Not later than 30 days after the district court magistrate, district court, or municipal court issues its finding, give written notice of the finding to the local branch of the United States Post Office and all utility companies that provide services to the owner's real property. The owner shall provide a copy of each notice given under this section to the animal control department.
- e) Disclose the findings in writing to each provider of service or treatment to the animal. As used in this subdivision, "provider of service or treatment" includes, but is not limited to, all the following:
 - i) A veterinarian.
 - ii) An animal groomer.
 - iii) A staff member of a humane society or other animal welfare agency.
 - iv) An animal care facility worker.
 - v) A professional animal handler or trainer.
- f) While on the owner's real property, keep the animal indoors or in a securely fenced yard from which the animal cannot escape and into which children cannot trespass.
- g) While outside the owner's real property, keep the animal under the control of a responsible adult and restrained on a leash that is not longer than 6 feet.

- h) if the district court magistrate, district court, or municipal court finds that an animal is a vicious animal and if the release of the animal would pose a significant threat to public health, safety, or welfare, the district court magistrate, district court, or municipal court shall order 1 or both of the following, and in addition, may prohibit the owner from owning, possessing, controlling, or having custody of any animal for a time period of up to 3 years:
 - i) The owner to relinquish the animal to the animal control department, veterinarian, or animal shelter.
 - ii) The animal control department, veterinarian, or animal shelter to euthanize the animal.
 - i) If the district court magistrate, district court, or municipal court finds that the animal is a vicious animal but does not order the animal to be euthanized under subsection 10.35, part 3h, the district court magistrate, district court, or municipal court shall order the owner to do all the following:
 - i) Complete the requirements under subsection 10.35, part 3c-3e.
 - ii) Have a veterinarian implant the animal with a microchip.
 - iii) While on the owner's real property, confine the animal indoors or in a securely enclosed and locked structure of a sufficient height and design to prevent the animal's escape or direct contact with or entry by an individual or other animal, and that is designed to provide shelter from the elements.
 - iv) While outside the owner's real property, the owner shall do all the following:
 - (1) Ensure that the animal is wearing a muzzle that prevents the animal from biting an individual or another animal, but that does not injure the animal or interfere with its breathing.
 - (2) Keep the animal under the control of a responsible adult.
 - (3) Restrain the animal on a leash that is not longer than 6 feet.
- 4) *Control of a Vicious Animal.* The owner of an animal that is found to be a potentially vicious animal or vicious animal under subsection 10.35 shall notify the animal control department and local law enforcement if any of the following occur:

- a) The animal is loose or unconfined.
- b) The animal bites an individual or attacks an animal.
- c) The animal is sold, given away, or dies.
- d) If the owner of an animal that is found to be a potentially vicious animal or vicious animal moves to a new address, the owner shall notify the animal control department and law enforcement having jurisdiction of the owner's previous address and the animal control department and law enforcement having jurisdiction of the owner's new address within 10 days after the owner moves.

5) *Transfer of Ownership of a Vicious Animal.*

- a) The owner of a vicious animal shall not sell or otherwise transfer ownership of the animal.
- b) The owner of a vicious animal shall not relinquish the animal to an animal control department except for the purposes of euthanasia.

6) *Record Keeping of Vicious Animals.* The animal control department shall maintain a list of all animals within its jurisdiction that have been found to be potentially vicious animals under section for 5 years.

- a) The animal control department may remove a potentially vicious animal from the list maintained under subsection 10.35 if the owner demonstrates to the satisfaction of the animal control department that a change in circumstances or an action taken by the owner has mitigated the risk the animal poses to public safety.
- b) Not later than 10 days after an animal is found to be a vicious animal under this section, the owner shall obtain a vicious animal registration certificate and tag that identifies the animal as a vicious animal from the animal control department for a fee of not less than \$100.00, to be determined by the City Council.
 - i) The tag described in this subsection must be of a uniform design developed by the same entity that develops the animal licenses for the animal control department issuing the tag, and must specify, in large letters, the phrase "vicious animal".
 - ii) A registration certificate or renewal of a registration certificate under this subsection must only be issued to an individual who is 18 years of age or older. The department assigned to issue animal licenses shall only issue a registration certificate or renewal of a registration certificate to an owner who presents satisfactory evidence of all the following:

- (1) That the animal is vaccinated for rabies, altered, and microchipped as required under subsection 10.35.
 - (2) That the animal is confined indoors or in a securely enclosed and locked structure of a sufficient height and design to prevent the animal's escape or direct contact with or entry by an individual or other animal, and that is designed to provide shelter from the elements.
 - (3) That the owner posts clearly visible signs on the owner's property warning individuals that a vicious animal is present on the property.
 - (4) That the owner has 1 of the following:
 - (a) Liability insurance coverage that covers animal bites in an amount of at least \$100,000.00.
 - (b) A surety bond in an amount of at least \$100,000.00.
 - (c) The owner shall affix all necessary tags described in subsection 10.35 to the animal's collar and ensure that the animal always wears the collar and tag.
 - (d) The owner shall, for a fee, annually renew a registration certificate under subsection 10.35 in the same way the initial registration certificate was obtained.
 - (e) The issuing department shall provide a copy of each vicious animal registration issued under this section and verification of compliance with subsection 10.35 to the state veterinarian.
- 7) *Rabid Animal.* Any animal which has contracted rabies, or is suspected of having rabies is considered vicious, and shall be seized and impounded for treatment and observation for up to ten (10) days. The owner of the animal shall be liable to the city or impounding shelter for the costs and expenses of keeping such an animal. If the court rules, it may be ordered that the animal be euthanized.
- 8) *Possession of Certain Animals Prohibited.* It is unlawful for any person to possess, harbor, breed, exchange, buy or sell any animals prohibited in Section 10.3.
- 9) *Proximity to schools.* If the court rules an animal to be vicious, and the owner of the animal lives within 500 feet of a school, the court may impose additional regulations to safeguard the public, up to and including ordering the animal permanently removed from the area.

10) *Control of vicious animals.* All vicious animals shall be confined as previously described in this section. It shall be unlawful for any owner to maintain a vicious animal upon any premises which does not have a locked enclosure, unless such a vicious animal is at all times maintained in the owner's dwelling. It shall be unlawful for any owner to allow any vicious animal to be outside of the dwelling of the owner or outside of the enclosure unless it is necessary for the owner to obtain veterinary care for the vicious animal or to sell or give away the vicious animal or to comply with commands or directions of the court, the law enforcement officer, with respect to the vicious animal, or to comply with licensing provisions of this section. In such an event, the vicious animal shall be securely muzzled and restrained with a choker chain and leash having a minimum tensile strength of 300 pounds and not exceeding three feet in length. The muzzle shall be made and fitted in a manner that will not cause injury to the animal or interfere with its vision or respiration but shall prevent it from biting any human or animal. The animal shall be under the direct control and supervision of the owner of a vicious animal or his agent, either of whom shall be, in any event, a person of 18 years of age and physically capable of restraining the animal.

11) *Exceptions.* Subsection 10.35 shall not apply to the following:

- a) Animals under the control of a law enforcement or military agency
- b) Animals under display or exhibition to the public, provided that:
 - i) Such animals are restrained by a leash or chain, cage, fence, or other adequate means, from contact with the public; AND
 - ii) The display or exhibition is for a period of not exceeding ten days; AND
 - iii) The display or exhibition is conducted in full compliance with the city zoning ordinance; AND
 - iv) Animals kept in a licensed veterinary hospital for treatment; and
 - v) Animals for sale in a legally zoned and compliant commercial establishment.

12) *Penalties for violation.*

- a) *Failure to comply/show cause hearing.* Upon an owner's failure to comply with any condition in the court order finding an animal to be vicious, the law enforcement officer shall confiscate the animal and impound same pending a hearing requiring the owner of the animal to show cause why the animal should not be immediately destroyed. The owner of the animal shall be liable to the city for the costs and expenses of keeping such an animal. Failure to comply shall, among other things, include:
 - i) The failure to obtain a vicious animal license in accordance with this section; or

- ii) The failure to secure liability insurance in accordance with this section; or
 - iii) The failure to confine the vicious animal to the premises with appropriate signage in accordance with this section; or
 - iv) The animal's presence outside of the owner's dwelling or the enclosure except as provided in this section; or
 - v) The failure to comply with the reporting requirements of this section.
- b) *Vicious Animal Causing Death.* The owner of vicious animal that causes the death of an individual is guilty of involuntary manslaughter, punishable under section 321 of the Michigan penal code, 1931 PA 328, MCL 750.321.
- c) *Vicious Animal Causing Injury.* The owner of a vicious animal that attacks an individual and causes severe injury other than death is guilty of a felony punishable by 1 or more of the following:
- i) Imprisonment for not more than 4 years.
 - ii) A fine of not less than \$2,000.00.
 - iii) Not less than 500 hours of community service.
- d) *Post-Adjudication Attack.*
- i) The owner of a previously adjudicated vicious animal that after the previous adjudication attacks or bites an individual and causes an injury that is not a severe injury is guilty of a misdemeanor punishable by 1 or more of the following:
 - (1) Imprisonment for not more than 90 days.
 - (2) A fine of not less than \$250.00 or more than \$500.00.
 - (3) Not less than 240 hours of community service.
 - ii) The owner of a previously adjudicated vicious animal that after the previous adjudication is allowed to run at large is guilty of a misdemeanor punishable by 1 or more of the following:
 - (1) Imprisonment for not more than 90 days
 - (2) A fine of not less than \$250.00 or more than \$500.00.
 - (3) Not less than 240 hours of community service.

- iii) If a potentially vicious animal or vicious animal attacks an individual after a finding is made under section 10.35, the owner shall relinquish the animal to the appropriate animal control department within 7 days. The animal control department shall euthanize the animal.
- e) *Additional Costs.* The court may order an individual convicted under this section to pay the costs of the prosecution.
- f) *Failure to Comply.* If the owner of a potentially vicious animal or vicious animal fails to comply with this act, the owner is guilty of a felony punishable by 1 or more of the following:
 - i) Imprisonment for not more than 4 years.
 - ii) A fine of not less than \$2,000.00.
 - iii) Not less than 500 hours of community service.

§10.36-10.60 Reserved

Article III – Dogs

§10.61 License Required

No person shall own, possess, or harbor any dog four months old or over in the city limits unless the dog is licensed.

§10.62 Application

- 1) *Required Application Information.* Every owner, as defined in this section, of a dog residing within the city shall file an application with the city clerk or their designee giving their legal name and address, and the breed, sex, age, color, and markings of the dog. Additionally, the owner shall identify whether the dog has been spayed or neutered.
- 2) *Required Proof of Vaccination.* Every owner, as defined in this section, or their authorized designee applying for a license for any dog shall present to the city clerk or their designee at the time of filing such application a certificate of rabies vaccination signed by a licensed and registered veterinarian. The certificate shall state the type of vaccine, the date administered; and the veterinarian's name, address, phone number; the name and address of the dog owner and a description of the dog vaccinated.

§10.63 Fee; issuance of tag; duplicate licenses

- 1) *Fee.* Upon payment of license fee, the city clerk or their designee shall issue to each applicant a license to own or harbor a dog for the term commencing July 1 and terminating on June 30 next following. The city clerk or their designee, at the time of issuing the license or renewal of an

expiring license, shall collect the license fee, as set by resolution of the city council. An additional fee as set by resolution of the city council, shall be collected after August 1 of each year unless the applicant shows proof that a license was not required as of the previous July 1.

- 2) *Issuance of Tag.* Upon issuance of the license, the city clerk or their designee shall provide to the applicant a tag made of durable material, which shall be dated and bear a serial number together with the words "City of Belleville". No tag shall be used on the collar or harness of any dog other than the dog for which it was issued.
- 3) *Duplicate licenses.* Duplicate licenses can be obtained upon application and payment of a fee as set by resolution of the city council.
- 4) *Exceptions.*
 - a) A dog is not subject to any fee for licensing if either of the following applies:
 - i) The dog is a service animal, as defined by this section.
 - ii) The dog is owned by a partnership, corporation, or other legal entity that trains service animals.
- 5) *Transfer.* No license or license tag issued for one dog shall be transferable to another dog. Whenever the ownership or possession of any dog is transferred from one person to another within the city, the license of such dog may be likewise transferred, upon proper notice, in writing, by the last registered owner, given to the city clerk or their designee, who shall note such transfer upon the record. This chapter does not require the procurement of a new license, or the transfer of a license already secured, where the possession of a dog is temporarily transferred for the purpose of boarding, hunting, game, breeding, trial, or show.
- 6) *Lost Tag.* If the dog license tag is lost, it shall be replaced by the city clerk or their designee, upon application by the owner of the dog, and upon production of such license and a sworn statement of the fact regarding the loss of such tag. The cost of such replacement shall be as established by resolution of the city council.
- 7) *Evidence of Ownership.* In all prosecutions for violation of this section, the records of the clerk's office, or lack of such records, showing the name of the owner to whom any license was issued and the license number, and the license tags affixed to the collar or harness of the dog showing a corresponding number, shall be prima facie evidence of ownership or non-ownership of any dog and of issuance or non-issuance of a dog license or tag.

§10.64 Wearing of Collar and Tag

- 1) *Collar and Tag Required.* No person shall own, possess, or harbor any dog four months old or older in the city that does not always wear a collar or harness with the license tag issued by the city properly and securely affixed to it.

§10.65 Kennels; Kennel Licenses

- 1) *License Required.* No person shall operate a kennel in the City without first applying for and obtaining a kennel license from the City Clerk.
- 2) *Restrictions.* No person, other than a licensed veterinarian, shall operate a kennel in the City except in areas zoned industrial.
- 3) *Fee.* An applicant for a kennel license shall pay to the City Clerk the sum set by resolution of the City Council.
- 4) *License Posting.* The person operating a kennel shall post the license required by this section upon the premises so licensed.
- 5) The kennel license required by this section shall not be transferable.
- 6) No kennel shall have more than ten dogs at any time.

§10.66 Penalty

Any person who violates the provisions of this article shall, upon conviction thereof, be sentenced to pay a fine not to exceed \$100 and the costs of prosecution, or to imprisonment, at the discretion of the court.

§10.67-10.999 Reserved

City of Belleville

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To: Belleville City Council
From: Jason Smith, MPA – City Manager
Date: 3/28/2024
Re: Mobile Food Vendor Ordinance

RECOMMENDATION: *No Action Recommended (First Reading).*

After hearing feedback from council, some revisions were made to the Mobile Food Vendor Ordinance:

- Included language prohibiting operating within 1000 feet of a special event.
- Included language that requires a 20-foot setback.
 - o Unless the truck has notarized authorization from the neighboring property.
- Included language that prohibits reducing available parking below the minimum.
- Included requirement for a fire inspection.

Your consideration and concurrence are appreciated.

Chapter 107

Mobile Food Vending

§107.01 Definitions

For this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

City means City of Belleville, Michigan.

County means County of Wayne, State of Michigan.

Existing Brick and Mortar Restaurant means any permanent restaurant or permanent structure where food service is the primary use in operation within the City of Belleville.

Mobile Food Vending shall mean vending, serving, or offering for sale food and/or beverages from a mobile food vehicle which meets the definition of a food service establishment under Public Act 92 of 2000, which may include the ancillary sales of branded items consistent with the food, such as a tee shirt that bears the name of the organization engaged in mobile food vending.

Mobile Food Vehicle means a motorized vehicle or non-motorized vehicle, trailer or other device designed to be portable and not permanently attached to the ground which is used for the purpose of mobile food vending.

Vendor means an operator of a mobile food vehicle who has obtained a license or permit from the City to operate a mobile food vehicle.

Operate means all activities associated with the conduct of business, including set up and takedown and/or actual hours when the mobile food vehicle is open for business.

Operator means anyone operating any portion of the mobile food vehicle.

Owner means any person, partnership, or corporation.

Person means an adult individual, partnership, corporation, cooperative, association, joint venture, or other legal entity.

Premises means any house, residential unit, store, building, land, or other type of enclosure.

Special Event. A one-time event organized by a private individual, business, or institution where a mobile food vehicle vendor is invited to operate, and which may be issued a special event permit by the City. This definition shall not include a public or community event as approved by the City Council.

§107.02 Scope

The provisions of this chapter shall apply to mobile food vehicle vendors operating with or without charge upon or in public and private spaces within the City:

1. *Exceptions.* This chapter does not apply to:
 - a. Vehicles which dispense food/beverage and that move from place to place and are stationary in the same location for no more than 15 minutes at a time, such as ice cream trucks or food vending pushcarts and stands located on sidewalks; OR
 - b. Mobile food vehicle vendors operating at public or community events approved by the City Council if such operation is approved by the committee in charge of such event or the City Council prior to the event; OR
 - c. Outdoor food sales operated by an existing brick and mortar restaurant on the same site as such restaurant.

§107.03 Permit Required

1. *Permit required.* No vendor shall engage in mobile food vending without a permit from the Building Department authorizing such vending. The Building Official or their designee shall prescribe the form for such permits and application for such permit. All permits shall be prominently displayed on the mobile food vehicle.
2. *Duration; non-transferability.* Permits may be issued by the Building Official or their designee for one calendar year from the date of issuance. Any permit issued under this chapter is non-transferable.
3. *Application.* Every vendor desiring to engage in mobile food vending shall make a written application to the Building Department for a permit under this chapter. The applicant shall truthfully state, in full, the owner of the mobile food vehicle, residential or business address if a registered business or corporation, phone number, and emergency contact. Additionally, the applicant shall provide each of the following:
 - a. Proof of Insurance;
 - b. Proof of Michigan Sale Tax license;
 - c. Proof of Inspection by the County Health Department; and
 - d. Proof of ServSafe Certification.
4. *Permit fees.* The mobile food vehicle vending permit fee shall be established by resolution of the City Council. Fees are non-refundable once a permit has been issued by the Building

Department. No fee shall be charged to an existing brick-and-mortar restaurant requesting to operate a mobile food vehicle in the City on non-City or controlled property. No one shall hire or subcontract such vendors to evade the provisions of this chapter.

5. *Special event permits.* An application may be made to the City by the organizer of a special event where a mobile food vehicle vendor is invited to operate. It shall be the responsibility of the organizer to ensure that all food trucks invited to operate comply with applicable County Health Department standards and licensing requirements.

§107.04 Mobile Food Vendor Regulations

Except for special events, the following regulations shall apply to mobile food vehicle vendors operating within the City:

1. *Operation on a Public Street or Public Property Prohibited.* No mobile food vehicle operation shall be conducted, nor shall any person in connection with the operation stand in, upon or otherwise be within a public street or other public property owned, maintained, or controlled by any public agency of the United States, the State, the County, or the City.
2. *Operation on Private Property.* A mobile food vehicle vendor shall not operate on private property without the express permission of the owners of such property or any other person lawfully authorized to grant such permission. Operating a mobile food vehicle on private property shall additionally be subject to the following location requirements:
 - a. A mobile food vehicle vendor shall only operate on property which is zoned B-1, B-2, B-3, OS-1, I-1, I-2, IP, or the Industrial Overlay District.
 - b. Mobile food vehicle vendors shall not operate within 250 feet of an existing brick-and-mortar restaurant during the hours when such restaurant is open to the public for business unless prior written authorization is obtained from an authorized representative of such restaurant in advance of the vendor's application for a permit.
3. *Operation near a Special Event.* No mobile food vehicle shall operate within 1000 feet of the borders of a special event in such a way that circumvents the provisions of Section 107.
4. *Setbacks.* No mobile food vehicle operation shall be placed within 20 feet of a property line without signed, notarized authorization of the owner of the neighboring parcel, or their designee.
5. *Parking Limits.* No mobile food vehicle operation shall be set up in such a way that reduces the number of available parking spaces below the minimum parking requirements of the zoning code.

6. *Additional Information.* The City may require the submittal of a plan view drawing which clearly indicates where the mobile food vehicle vendor operation will be located on the site in relation to existing driveways, maneuvering lanes, parking areas, pedestrian walkways, and buildings. The City may further impose conditions or limitations to ensure that the proposed operation will not interfere with established uses on the site, efficient traffic flow, and pedestrian safety.
7. *Fire Inspection.* At the discretion of the Fire Chief or their designee, any mobile food vehicle maybe be inspected by the fire department for safety and proper fire suppression systems.
8. *Food Service Outside of the Mobile Food Vehicle.* No food shall be prepared, sold, or displayed outside of mobile food vehicles.
9. *Traffic.* No mobile food vendor operation shall be conducted in any place or in any manner that may tend to cause or result in motor vehicular traffic stopping, standing, or parking within any highway or street right-of-way unless such stopping, standing, or parking is otherwise permitted by law in such location.
10. *Pedestrian Safety.* The customer service area for mobile food vehicle vendor shall not be located within a street, driveway, vehicular maneuvering lane or otherwise located such that it would result in a safety hazard for patrons.
11. *Waste.* All mobile food vehicle vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles shall be collected and disposed of off-site by the operators each day. Spills of food or food byproducts shall be cleaned up, and no dumping of gray water on the streets is allowed. Barbeque pits shall require charcoal to be disposed of in a metal container with a securable lid. Coals must be emptied from the barbeque pit at the end of each day.
12. *Noise.* No mobile food vehicle shall make or cause to be made any unreasonable or excessive noise. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.
13. *Hours of Operation.* No mobile food vehicle vendor shall operate between the hours of 9:00 p.m. and 8:00 a.m. Other restrictions regarding hours of operation may be established by resolution of the City Council.
14. *Time Limits.* No mobile food vehicle shall operate for more than 7 consecutive days on any parcel, unless participating in a special event.
15. *Unattended Mobile Food Vehicles.* A mobile food vehicle shall not be parked on a street overnight or left unattended and unsecure at any time food is in the vehicle. Any mobile food vehicle and any equipment associated with any mobile food vehicle found to be

unattended shall be considered a public safety hazard and may be ticketed and impounded. Unattended mobile food vehicles and associated equipment left on private lots overnight shall be considered a public safety hazard and may be ticketed and impounded.

16. *Signage.* In addition to signage placed on mobile food vehicles, one A-frame sign may be permitted during operating hours.
17. *Flashing lights.* No flashing or blinking lights or strobe lights are allowed on mobile food vehicles or related signage when the vehicle is parked and engaged in serving customers.
18. *Electricity Usage.* A mobile food vehicle vendor shall not utilize any electricity or power without the prior written authorization of the power customer; no power cable or similar device shall be extended at or across any City street, alley, or sidewalk except in a safe manner.

§107.05 Permit Suspension or Revocation

1. Once a permit has been issued, it may be revoked, suspended, or not renewed by the Building Department for failure to comply with the provisions of this chapter and any rules or regulations promulgated by the City. Immediately upon such revocation, the Building Department shall provide written notice to the permit holder by personal service or first-class mail at the address listed in the application stating the reasons for the revocation. Immediately upon such revocation, the license shall become null and void.
2. A permit holder whose mobile food vehicle vending permit is suspended or revoked may appeal to the City Council by filing a written notice of appeal with the Building Department within 14 days after the date of the written notice of revocation was issued. The City Council shall hear and determine the appeal and its decision shall be final.
3. It shall be unlawful for any person to engage in mobile food vehicle vending operation while the permit is suspended or revoked. No permit which has been suspended or revoked shall be reinstated until the required reinstatement fee has been paid.

§107.06 Violations

A vendor who violates this chapter is responsible for a municipal civil infraction and subject to penalties outlined.

Violation	Fine	Additional Penalty
1	\$100.00	After 10 business days, Revocation of license until violation is corrected
2	\$250.00	1-year revocation of license
3	\$500.00	permanent revocation of license

City of Belleville

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To: Belleville City Council
From: Jason Smith, MPA – City Manager
Date: 3/28/2024
Re: Utility Ordinance Revisions

RECOMMENDATION: *No Action Recommended (First Reading).*

Based upon feedback from the city attorney, in addition to having a water shut-off policy, there were a few items that he felt needed to be added to Chapter 90 of the code regarding utilities.

Some of this section has not been amended since 1956 and needed changing. In the interest of space in this memo, the sections that do not have a line in parentheses that outline its last revision have been changed. For example, Section 90-39 has the line “(Ord. No. 56-77, § 4.18, eff. 6-1-1956)”, meaning it has not been changed; but Section 90-40 does not, meaning there was revision of this section.

The attorney addressed and updated items such as cross-contamination, billing processes, and right of entry and inspection, accessibility, and discontinuation of services.

This ordinance will pair with the Water Shut Off policy discussion later in the meeting agenda.

Your consideration and concurrence are appreciated.

Chapter 90 – Utilities

ARTICLE I IN GENERAL

§90-1 - §90-30 Reserved

ARTICLE II WATER AND SEWER SERVICE

DIVISION 1 GENERALLY

§90-31 Definitions

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

Curb box means the city-installed water shutoff in a service line nearest the tap into a city water line.

Customer means any person making use of the facilities provided under this article.

Department means the Department of Public Services.

Director means the Director of the Department of Public Services.

Engineer means the city engineer or any independent or other engineer employed by the city for a specific purpose.

Facilities means the water and sanitary sewer lines of the city and all appurtenances thereof or incidental thereto.

Person means an individual, group, partnership, firm, corporation, association, or congregation.

Sanitary sewer and *sanitary sewer line* mean any sewer provided by the city for the purpose of receiving and flowing sewage.

Sewage means any waste in liquid form and shall include solids which have been mixed with liquids to result in a free-flowing consistency but shall not include surface drainage.

§90-32 Penalty

Unless otherwise specified, any person violating any of the provisions of this article shall, upon conviction thereof, be guilty of a civil infraction as outlined in Section 1-13 of Chapter 1 of the Belleville Code of Ordinances. Every day that a violation of this article is continued or permitted to exist without compliance shall constitute a separate offense, punishable upon conviction in the same manner as prescribed in this section for the original offense.

§90-33 Scope of Article

No water or sewer facilities of the city shall be sold, leased, or used in any manner except under the provisions of this article.

(Ord. No. 56-77, § 4.1, eff. 6-1-1956)

§90-34 Provisions of Article Constitute Contract Between City and Customer

1. *Contract Established.* The provisions of this article shall constitute a contract between the city and any person making use of the city water and sewer facilities, and the city reserves the right to amend this article at any time it deems necessary, or when so required by any law, and any such amendment shall automatically amend or create a new contract between the city and any customer, and all amending terms shall become binding upon their effective date.
2. *Breach of Contract.* The violation of any of the provisions of this article shall constitute breach of contract on the part of the customer, and the use of the facilities provided for in this article may be terminated by the department.

§90-35 Duties of City Engineer

It shall be the duty of the city engineer to provide drawings, plans and specifications for the laying and connection of all water and sewer lines for the city, and the department shall be required to follow all instructions as may be so provided by the engineer.

(Ord. No. 56-77, § 4.7, eff. 6-1-1956)

§90-36 Liability of City

The city, in supplying the facilities provided for under this article, shall use reasonable care but shall not be liable for any damages caused by shutoff, break, stoppage, variation in pressure, explosion or failure of any kind whatsoever in the operation of such facilities.

(Ord. No. 56-77, § 4.10, eff. 6-1-1956)

§90-37 Sale of Assets of System

The city shall not sell, exchange, lease or in any way alienate or dispose of the property, easements, income, privilege, or asset belonging to or appertaining to the department which it may acquire, unless and except the proposition for such purpose shall first have been submitted, at an election held for the purpose in the manner provided in the Charter, to the electors of the city who are qualified to vote on questions involving the direct expenditure of money or the issuance of general obligation bonds of the city, and approved by them by a three-fifths majority vote; provided, however, that the provisions of this section shall not apply to the sale or exchange of any articles of equipment or machinery which are worn out or useless, or which could, with advantage to the service, be replaced by new and improved machinery or equipment.

(Ord. No. 56-77, § 4.11, eff. 6-1-1956)

§90-38 Authority to Contract for Sale of Water Outside City Limits

The council may contract for selling and delivering water without the corporate city limits.

(Ord. No. 56-77, § 4.12, eff. 6-1-1956)

§90-39 Installation and Maintenance of Fire Hydrants

The department shall compile and maintain a complete record of all fire hydrants and shall install such additional hydrants or remove or change the location of such hydrants as state or county laws apply, or the director may authorize, and shall be charged with the replacement, repair, and operation of such hydrants.

(Ord. No. 56-77, § 4.18, eff. 6-1-1956)

§90-40 Authority to Restrict Use of Water During Water Shortage

If an emergency is created due to the shortage of water, the city reserves the right to restrict the use of water from its mains to whatever measure as may be deemed necessary in the opinion of the director or their designee, and subsequently approved by City Council. In the event of such restriction, notice shall be provided in the publication or record where time permits, and any other medium in which the notice can be rapidly distributed. The notification shall announce the start and end dates and times of the restrictions, and the reason for the restriction.

§90-41 Injuring or Interfering with Water or Sewer Facilities

1. *Prohibitions.* It shall be unlawful for any person to molest, injure, deface, or obstruct the use of any water or sewer facilities of the city.
2. *Penalty.* Any person who, upon conviction of any violation of this section, shall be guilty of a misdemeanor, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-42 Violation of Emergency Orders

1. *Prohibitions.* It shall be unlawful for any person to violate any of the provisions of any emergency order issued by the director that has been approved by the City Council under the provisions of this article.
2. *Penalty.* Any person who, upon conviction of any violation of this section, shall be guilty of a misdemeanor, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-43 Privies and Chemical Toilets Prohibited

No person shall be allowed to provide, maintain, or use an outside privy or chemical toilet, and any such privy or toilets shall be converted to another use or disposed of, and their vaults adequately filled within 30 days after June 1, 1956.

(Ord. No. 56-77, § 12.7, eff. 6-1-1956)

§90-44 - §90-60 Reserved

Division 2 WATER AND SEWER DEPARTMENT

§90-61 Established

A water and sewer department of the city is hereby established and shall be referred to and known as such.

(Ord. No. 56-77, § 3.1, eff. 6-1-1956)

§90-62 Control of Water and Sewer Facilities

The department shall have complete control over all water and sanitary sewer facilities of the city and shall be charged with the installation, operation, use, maintenance, and protection of such facilities.

(Ord. No. 56-77, § 3.2, eff. 6-1-1956)

§90-63 Fiscal Year

The department shall be operated on a fiscal year commencing on July 1 of each year.

(Ord. No. 56-77, § 3.3, eff. 6-1-1956)

§90-64 Appointment of Director

The city manager shall appoint a director of the department by and with the consent of the council, who shall hold office at the pleasure of the city manager with the consent of the council.

§90-65 Duties of Director

The director shall be charged with the complete operation of the department and the enforcement of all the provisions of this article.

§90-66 – §90-80 Reserved

DIVISION 3 ENFORCEMENT

§90-81 Generally

This article shall be enforced by the director of the water and sewer department, or their designee, and no use of any of the facilities provided for under this article shall be permitted except as provided in this article.

§90-82 Inspections

The officers of the city installations and any and every person delegated or authorized by the Department, shall have free entry and access to every part of any building, structure, or premises, whenever entry or access is deemed necessary or advisable.

Sec. 90-83. Termination of service for violations.

1. *Termination of Service for Refusal.* In case any person in possession, charge or control of any building, structure or premises, into which any officer or person shall desire entry or access, shall refuse to permit the entry or access, or shall do or cause to be done any act or thing for the purpose of preventing the entry or access, the Department may turn off the service from such building, structure or premises, until notice shall have been given that entry or access will be permitted or provided, and until the entry or access has been accomplished.
2. *Authorization to Inspect.* The Department shall have the power and authority to inspect and make an examination of all pipes and fixtures connected with the city installations and they shall have the power and authority to require any pipes or fixtures to be repaired, removed, replaced, or changed, where the same are defective or not in compliance with the provisions of this chapter or the rules and regulations of the Department.
3. *Penalty.* Any person who, upon conviction of any violation of this section, shall be guilty of a misdemeanor, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-84 – §90-100 Reserved

DIVISION 4 CONNECTIONS

§90-101 Connection Required

Every person owning or using property within the city upon which sewage is created is hereby required to provide an adequate connection with a sanitary sewer line of the city.

§90-102 Application for Service; Authorization; Permission

1. *Permit Required.* No person shall make or change any installations which may affect the city water and sewer facilities, or tap into or use any such facilities, without first obtaining a permit from the department.
 - a. Permits may be obtained by making a written application to the department on forms provided by the city.
 - b. The application shall set forth a true legal description of the premises it is proposed to serve, the name and address of the person, firm, or corporation about to perform the work, and the size of the service desired. It shall also set forth fully the kind of building for which the service is intended, and the applicant shall be required to answer truthfully all questions regarding the application which may be put to them by any officer or employee of the system.
 - c. Permits will be issued only upon payment of all fees required and full compliance with all provisions of this article.
2. *Service Beneath Roadways.* No water main shall be tapped, or service laid within the street boundaries by anyone other than the duly authorized employees of the Department or their agents and only under the authority of the Department.
3. *Authorization to Turn on Required.* The person, corporate entity, or organization to whom permission is granted to connect to any service or supply pipe under the provisions of this section, shall see to it that the service or supply pipe shall be turned off at the curb stop and the service shall not be turned on, until permission is granted by the Department.
4. *Penalty.* Any person who, upon conviction of any violation of this section, shall be guilty of a civil infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-103 Maintenance of water connections

1. *Owner Responsibility.* Every person having service from the city water supply system shall, at their own cost and expense, keep in repair all service pipes, including private pipes leading from the shut-off stop to the building or premises, and prevent all waste of water or leakage of sewage from such pipes. If any such pipes be permitted to remain out of repair, the Department may terminate services from the premises, and whenever services are terminated, it shall not be permitted to be again turned on until the pipe or pipes have been placed in proper repair.
2. *Penalty.* Any person keeping such pipes in disrepair, causing the Department to terminate services, shall be, upon conviction, guilty of a civil infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-104 Maintenance of Sewer Connections

1. *Owner Responsibility.* Every person having service from the city sewer system shall, at their own cost and expense, keep in repair all service pipes, including private pipes leading from the shut-off stop to the building or premises, and prevent all waste of water or leakage of sewage from such pipes. If any such pipes be permitted to remain out of repair, the Department may terminate services from the premises, and whenever services are terminated, it shall not be permitted to be again turned on until the pipe or pipes have been placed in proper repair.
2. *Penalty.* Any person keeping such pipes in disrepair, causing the Department to terminate services, shall be, upon conviction, guilty of a civil infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-105 Charge for Breaking and Replacing of Pavement by City.

1. *Responsibility.* In cases where the making of taps involves breaking the pavement, the contractor shall be responsible for returning all rights-of-way and public property to Department standards. If the contractor is unable or unwilling, the Department will have the work done and the total charges will be borne by the contractor or property owner.
2. *Bond or Deposit.* Before a permit is issued to a contractor under this section, the Director of the Department, at their discretion, may require a cash deposit or performance bond in an amount deemed necessary by the department to guarantee performance under the conditions of this article and the permit issued under this section, and to ensure payment of all fees and charges. The department may forfeit all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage, incurred by the department through the granting of the permit. The bond or any balance thereof will be returned to the contractor upon completion of the work to the satisfaction of the department. The performance bond provided for in this section, when it cannot be returned, shall be deposited in the general fund, and become a part thereof unless claimed within one year of the date of completion of the construction authorized by the permit.
3. *Penalty.* Any person who fails to comply with the provisions of this section shall be, upon conviction, guilty of a civil infraction, in addition to the cost of restoration. Civil Infraction penalties shall be assessed as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-106 Service Pipe Specifications

1. *Qualified Contractors.* The owner of any property may arrange to have any tap or any enlargement or reduction in size of an existing tap for sewer and water made by a qualified contractor. The contractor employed by the owner for such work must be a licensed underground sewer and water contractor, and at the time the contractor applies for a permit he shall submit to the department evidence of such license. In addition, the contractor shall submit evidence of workers' compensation insurance covering his employees and public liability and property damage insurance in an amount not less than \$100,000.00 for any person, \$300,000.00 for any one occurrence and \$50,000.00 property damage, with such insurance being endorsed so that the city is protected from all claims. (Ord. No. 74-135, § 1(5.7), eff. unknown)

2. *Specifications.* All service pipes laid in the city shall be of not less than one-inch internal diameter and all pipes of one-inch and two-inch diameter shall be of copper tubing or plastic material appropriately grounded and of quality to conform to the standards recommended by the American Water Works Association for water service. All service pipes over two-inch internal diameter shall be of ductile iron and shall conform to the specifications of the American Water Works Association.
3. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a civil infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-107 REPEALED

§90-108 REPEALED

§90-109 REPEALED

§90-110 Prohibited Connections; Nonapproved Water Supply

1. *Prohibitions.* In no case shall there be any connection between pipes receiving their supply or discharging from the city mains and pipes and pumps or tanks receiving their supply or discharging from any other source. The use of such connection is prohibited regardless of whether the connection is provided with one or more cross-connection control devices.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a misdemeanor, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-111 Certified Water Operator to Make Connections

1. *Licensing Required.* No person shall make any attachment or connection with the pipes of the city water supply system nor make any repairs, additions to, or alterations of any fixtures connected with the service pipes, unless licensed by the State of Michigan Department of Natural Resources and Environment.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a misdemeanor, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-112 Inspection of Work

1. All work performed under this subchapter, by certified water operators, shall be subject to inspection by the Director of Public Services or his or her representatives who have authority hereby granted and to order any part of the work to be discontinued or changed in order that the same shall comply with the regulations and requirements of the Department.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a Civil Infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-113 Cost of Service Connections

The cost of installing service pipes and private supply pipes, including shut-offs and shut-off boxes, shall be borne by the person making the application, and shall consist of a charge for labor and material.

§90-114 - §90-130 Reserved

Division 5 METERS

§90-131 Meters to Be Provided by The City, Ownership of Meters

1. Meters shall be furnished and installed by the city and all costs, charges and fees for the meter, attachments and installation shall be established by resolution of the City Council and shall be borne by the property owner and shall be paid at the time the meter is installed or the property owner will subject to a lien on the property. Notwithstanding the foregoing, the control and ownership of all meters shall always remain with the city.
2. *One-Inch Meters.* All meters, including one-inch meters, shall be furnished, and installed by the city.
 - a. The cost, charges and fees of the meter, attachments and installation shall be established by resolution of the City Council.
 - b. The cost, charges and fees of the meter, attachments and installation shall be borne by the property owner and shall be paid at the time the meter is installed or the property owner will be subject to a lien on the property.
3. *Penalty,* see §

§90-132 Location

All water meters shall be set in an accessible location approved by and in a manner satisfactory to the director.

(Ord. No. 56-77, § 6.2, eff. 6-1-1956)

§90-133 Outside Meters

Where premises contain no basement or cellar or other approved location satisfactory to the director, the water meter shall be installed outside in a meter pit, the location of which shall be approved by the director.

(Ord. No. 56-77, § 6.3, eff. 6-1-1956)

Sec. 90-134 Meter Pits

Where it is necessary to set the water meter in a pit, such pit shall be built at the expense of the customer as directed by and to the entire satisfaction of the director. Every meter pit shall have a sump pump or other satisfactory drainage installed at the expense of the customer. The sump pump or satisfactory drainage shall be maintained by the customer to prevent water in the pit from reaching the meter. The cost of repair or replacement of any meter damaged by high water in the pit shall be charged to the customer.

(Ord. No. 56-77, § 6.4, eff. 6-1-1956; Ord. No. 74-143, § 1, eff. 11-15-1974; Ord. No. 74-145, § 1, eff. unknown)

§90-135 Seals

All water meters shall be sealed by the department, and no person except an authorized employee of the department may break such seals. If a seal is broken in any other manner than by an authorized representative of the department, the cost of resealing shall be charged to the customer.

(Ord. No. 56-77, § 6.5, eff. 6-1-1956)

§90-136 Maintenance

The expense of maintaining water meters shall be borne by the department, except that in cases where replacement, resealing, repairs, and adjustments of a meter are made necessary by the act, negligence or carelessness of the customer, the expense to the department caused thereby shall be charged and collected from the customer in the same manner as other charges provided in this article.

(Ord. No. 56-77, § 6.6, eff. 6-1-1956)

§90-137 Customer's Responsibility for Protection of Meter

1. *Responsibility.* The owner of any premises where a meter is installed shall be held responsible for its care and protection from freezing or damage by hot water and from injury or interference by any person or persons. The owner of any premises where a meter is installed shall be liable for the full replacement costs of any meter and appurtenances that have been damaged or lost.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a Civil Infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-138 Notice of Injury to Or Improper Operation of Meter.

In case of injury to a water meter, or in case of its stoppage or imperfect operation, or the breaking of a seal, the customer shall give immediate notice to the department.

(Ord. No. 56-77, § 6.8, eff. 6-1-1956)

§90-139 Change in Location of Meter

After a water meter has been installed, its location shall not be changed except by permit from the department, in which event the cost thereof shall be borne by the customer.

(Ord. No. 56-77, § 6.9, eff. 6-1-1956)

§90-140 Reading of Meters

The Department shall have charge of the reading of all meters and shall keep a record of all meter readings. The Department shall keep accounts of the charges for water furnished to all premises, whether upon a meter or flat rate, and shall render bills for the same. All water charges shall be collected by the City. All payments made to the City shall be reported to the Department, who shall credit the sum to the property account.

§90-141 Testing Generally

All water meters shall be carefully tested before they are installed, and after their installation they shall be tested as frequently as the department shall deem advisable, and the department reserves the right to remove and test a meter at any time and to substitute meters either temporarily or permanently if it deems advisable.

(Ord. No. 56-77, § 6.11, eff. 6-1-1956)

§90-142 Testing at Customer's Request

Should a customer, at any time, question the accuracy of a water meter on his premises, the department shall, upon the customer's request, test such meter, and if the test shows that the meter has been over-registering, that meter shall be removed from service, and an accurate meter shall be installed.

(Ord. No. 56-77, § 5.12, eff. 6-1-1956; Ord. No. 80-199, § 1, eff. 5-1-1980)

§90-143 Bill Adjustments

1. If, at any time, upon the testing of a water meter, it is found that such meter is over-registering or under-registering by more than two percent, an adjustment in billing shall be made in accordance with the provisions in this article for billing in the event of meter failures.
2. The City Manager and the Director of the Department of Public Services shall have the authority to adjust billing with due cause.
 - a. If the customer is a city employee or contractor, the bill adjustment shall be authorized by the City Council.

§90-144 All Water to Pass Through

1. All connections with the water mains must be prepared for the use of water through a meter.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a Civil Infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-145. Single Connection

1. Meters for terraces and apartment houses will have a single connection with the water system for metering of all connecting houses.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a Civil Infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-146 Removal of Meters; Prohibition

1. All persons are forbidden to interfere with or remove a water meter from any service or any connection without first receiving permission from the Department. Whenever a meter is removed by permission, it must be immediately returned to the Department under penalty.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a Civil Infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-147 - §90-160 Reserved

DIVISION 6 USE OF WATER OR SEWER SYSTEM

§90-161 Individual Meter and Service Required for Each Premises in Separate Ownership

In cases where several persons or premises are supplied through one meter and one service, if at any time one or more of such buildings or premises are sold or transferred or otherwise pass under separate ownership, the owners shall be required to disconnect such building or premises and provide direct individual installations for each separate owner.

(Ord. No. 56-77, § 4.8, eff. 6-1-1956)

§90-162 Temporary Service

Temporary use of water and sewer facilities may be provided on approval of the director under such terms as may be directed by the director, which in all instances shall be sufficient to compensate the city for all expenses incurred and water used.

(Ord. No. 56-77, § 4.9, eff. 6-1-1956)

§90-163 Discontinuance of Service on Change of Ownership or Occupancy

1. *Notice Required.* Whenever a customer ceases to use the facilities provided under this article through the sale of the property or a change of tenancy or otherwise, it shall be the duty of such customer to notify the city in writing of their termination of the use of such facilities, and failure of a customer to give such notice to the city shall continue the contract between the city and the customer, at the option of the city, and the customer may be held liable for all of the services provided or furnished the premises until such notice is properly given.
2. *Change of Ownership/Occupancy.* Whenever the department receives notice of the termination of the use of the facilities provided under this article, it shall forthwith proceed to disconnect or shut off such facilities as may have been provided and make a final reading of any meters located upon the premises affected; provided, however, that if a new customer has obtained a permit for continuing the use of such facilities, the department shall only make a final reading of any meters located upon the premises and the use of such facilities shall be continued under the new permit.

§90-164 Permanent Disconnection at Request of Customer

Whenever any person shall terminate the use of water and sewer facilities by disconnecting or requesting a disconnection therefrom, the department shall make such disconnection and seal the facilities in such manner as the director may deem necessary to avoid any future damage to the city's facilities. The property owner or his tenant shall be liable for the cost of such disconnection and sealing.

(Ord. No. 56-77, § 4.15, eff. 6-1-1956)

§90-165 Wasting Water

It shall be the duty of every customer to always exercise due diligence to prevent the waste of water, and to this end he shall be charged with the immediate stopping of all leaks and the proper operation of all shutoffs and at no time shall they allow a shutoff to remain open and unattended with- out good use being made thereof.

(Ord. No. 56-77, § 4.17, eff. 6-1-1956)

§90-166 Discharge of Harmful Matter to Sewers

If, in the opinion of the director, any harmful matter is found being dumped into the city sewer lines, causing excessive depreciation or damage, beyond that generally anticipated, they shall report their findings to the city manager, who may order the use of such sewer line discontinued or may direct that an additional charge be made for the use thereof, commensurate with the additional burden caused thereby, which action may be reviewed by the council, whose decision shall be final.

(Ord. No. 56-77, § 4.4, eff. 6-1-1956)

§90-167 Dumping of Sewage

No sewage shall be dumped or disposed of in any manner within the city except through the sanitary sewer lines of the city.

§90-168 Discharge of Unpolluted Water to Sanitary Sewers

No surface drainage, roof drainage, sump pump drainage or air conditioner drainage shall be dumped or disposed of into any sanitary sewer line of the city.

(Ord. No. 56-77, § 12.2, eff. 6-1-1956)

§90-169 Taking of Water Without Permission

1. No person shall take water from any fire hydrant, valve, faucet, pipe or any other opening connected with the city water supply system, nor shall any person open any fire hydrant, valve or faucet for the purpose of taking water or for any other purpose, unless the person shall first have made application for use of water for such purpose and received permission from the Department or unless the person is an employee of the city and is acting in the discharge of his or her duties.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a Civil Infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-170 Supplying Water to Other Premises Prohibited

1. No person, whether owner or occupant or in possession, charge, or control of any building, structure or premises, into which water service is introduced, or to which water is supplied through the city water supply system, shall be allowed to supply other persons or families or to supply any water from the building or premises to a building, structure or premises other than the one from which such water service is introduced, unless permitted to do so by the Department.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a Civil Infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-171 – §90-190 Reserved

DIVISION 7 WATER CHARGES

§90-191 Scope of Division

The provisions of this division apply to all water rates and charges made by the city for water services provided under this article.

(Ord. No. 56-77, § 7.1, eff. 6-1-1956)

§90-192 Service Charge

A fixed, ready-to-serve charge, for each meter installed by the city, is hereby established. The amount of such charges and the interval at which users of the system are billed shall be determined by resolution of the city council.

(Ord. No. 56-77, § 7.2, eff. 6-1-1956; Ord. No. 67-98, eff. 11-1-1967; Ord. No. 76-162, § 1, eff. 4-30-1976; Ord. No. 80-206, § 1, eff. 1-1-1981; Ord. No. 88-257, § 1, eff. 8-1-1988; Ord. No. 92-275, § 1, eff. 3-6-1992; Ord. No. 92-280, § 3, eff. 7-6-1992; Ord. No. 92-284, § 1, eff. 1-1-1993; Ord. No. 94-299, § 1, eff. 9-1-1994)

§90-193 Turn-On Fee

Each time the water service is turned on, there shall be a charge as set by resolution of the city council. The turn-on fee shall be paid before the water is turned into the service.

(Ord. No. 74-143, § 1(7.2a), eff. 11-15-1974)

§90-194 Water Rates

For all water consumed, a charge as set by resolution of the city council will be made for each 1,000 gallons of water consumed over 10,000 gallons in any one quarter.

(Ord. No. 56-77, § 7.3, eff. 6-1-1956; Ord. No. 67-98, eff. 11-1-1967; Ord. No. 76-162, § 1, eff. 4-30-1976; Ord. No. 80-206, § 1, eff. 1-1-1981; Ord. No. 88-257, § 1, eff. 8-1-1988; Ord. No. 92-275, § 1, eff. 3-6-1992; Ord. No. 92-280, § 3, eff. 7-6-1992; Ord. No. 92-284, § 1, eff. 1-1-1993)

§90-195 Meter Failures

If any water meter becomes faulty or fails to register, the customer will be charged at the average quarterly consumption rate as shown by the meter reading for the last four billings to such customer when the meter was accurately registering, providing the customer has been using water for such period. Otherwise, such billing shall be based on an estimate made by the department and adjusted when a full year's experience is had.

(Ord. No. 56-77, § 7.4, eff. 6-1-1956)

§90-196 Inaccessible Meters

1. *Obstruction To Premises Being Serviced.* No person shall in any manner obstruct, cause or permit to be obstructed, access to any stop-cock, water meter, proportional, indicating or recording device, Buffalo or shut-off box, or connection with any water main or service pipe, by any means, shift or device whatsoever, and in the event the owner or person in possession, charge or control of the premises, after proper notifications shall fail to remove the obstruction, the Department may withhold water service to the building, structure or premises until the obstruction shall be removed. The Department shall have the power to require that an outside reading device, if necessary, be installed at the owner's expense if access to the meter is deemed hazardous to the representative of the Department.
 - a. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a Civil Infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.
2. *Unreadable Meter.* In cases where a meter is unreadable by any method, including a visual reading, a billing shall be made based on consumption for the average of the last four billings to such customer and adjusted upon the billing made for the next time a reading is obtained. If more than two consecutive billings lapse without a reading, the department shall notify the customer as to the date and time when a representative will be present to read the meter and replace components necessary to gain a proper reading, and failure of permanent arrangements being made, satisfactory to the department, to read such meter shall result in the service being discontinued in the same manner as provided for nonpayment of bills.

§90-197 Tap Charge

1. For any water tap, or any enlargement or reduction in size of a previous tap, to be made by the city, a charge shall be made based on the actual cost to the city, including the full cost of the meter and all materials. The charge shall be payable in an amount estimated by the department before the permit required is issued, with final settlement to be made before the water is turned into service of the customer.
2. There shall be a permit fee in the amount set by resolution of the city council and an inspection fee in the amount set by resolution of the city council, which sums shall be paid at the time application is made for any tap or any enlargement or reduction in size of a previous tap.
3. The owner of any property may arrange to have any tap or any enlargement or reduction in size of a previous tap made by a qualified contractor.
 - a. The contractor employed by the owner for such work must be a licensed underground sewer and water contractor, and at the time the contractor applies for the permit, they shall submit to the department evidence of such license and in addition evidence of having workers' compensation insurance covering his employees and public liability and property damage insurance in an amount not less than \$100,000.00 for any person, \$300,000.00 for any occurrence, and \$50,000.00 property damage, with such insurance being endorsed so that the city is protected from any and all claims.
 - b. The contractor shall pay the permit fee and inspection fee as set by resolution of the city council. Payment of all sums due the city must be made prior to the time the permit is issued.

(Ord. No. 56-77, § 7.6, eff. 6-1-1956; Ord. No. 69-107, § 1, eff. 6-30-1969; Ord. No. 71-116, § 1, eff. 11-1-1971)

§90-198 Benefit Charge

1. For the privilege of tapping into any of the city-owned or city-operated water mains, there shall be a benefit charge as set by resolution of the city council, payable at the rate set by resolution of the city council until the entire sum is paid, with the privilege of paying the full amount of any unpaid balance at any time at a discount on the balance of ten percent. Where the main serving the premises was installed and paid for by the subdivider or property owner, either by contract or by special assessment, there shall be a benefit charge as set by resolution of the city council, payable in the same manner.
2. The charge described in subsection (a) of this section is for a normal house service connection for one single-family residence using a one-inch tap or less. If a water tap larger than one inch is used, there shall be an additional benefit charge, as set by resolution of the city council, for each one inch or fraction thereof of tap size over one inch. Further, when more than one building (other than a garage) is erected on a platted lot or parcel of land, an additional normal charge will be made for each building, plus the additional benefit charge for taps exceeding one inch. In the event of construction of a multiple-family residence or mobile home park, there shall be a

charge as set by resolution of the city council for a tap up to one inch, with an additional charge for each inch or fraction thereof of the tap over one inch, plus an additional charge per unit or mobile home site.

(Ord. No. 56-77, § 7.8, eff. 6-1-1956; Ord. No. 75-145, § 1, eff. unknown)

§90-199 City-Owned Fire Hydrants

For each city-owned fire hydrant connected to the city water lines, there shall be appropriated and paid from the general fund of the city to the water and sewer receiving account, per annum, a sum as set by resolution of the city council.

(Ord. No. 56-77, § 7.9, eff. 6-1-1956)

§90-200 Private Fire Service

Whenever private fire service is provided on private property, there shall be a monthly standby charge, in addition to the regular tap and benefit charge, as set by resolution of the city council.

(Ord. No. 56-77, § 7.10, eff. 6-1-1956)

§90-201 Service to Premises Outside City

Whenever services are applied for under this division to premises located outside the city, the department shall forthwith advise the council of such application, and no such services shall be furnished without the approval of the council. No water service shall be furnished to any premises outside the city unless the owner of the premises applies for and uses the services of the sewer system of the city in connection with the premises for which water service is sought. If the city sewer system is not available on such premises, then the council may, in its discretion, authorize water service upon such terms, charges and conditions as it shall deem proper.

(Ord. No. 69-107, § 1(7.12), eff. 6-30-1969)

§90-202 Unmetered Sales

If a customer desires to obtain water from city fire hydrants or other unmetered locations, such person shall first notify the superintendent of the time and place where such water will be obtained. Before any water is taken from such sources, a city employee must be present. The charge for such water shall be based upon the established charge per 1,000 gallons provided for in this division plus an additional charge for the time a city employee is present while the customer is obtaining the water. The city shall charge a minimum of one hour for the employee's time, which shall include the employee's regular hourly rate plus fringe benefits plus 15 percent administrative overhead.

(Ord. No. 75-145, § 1(7.13), eff. unknown)

§90-203 Drinking Water Wells; Prohibition Thereof

1. *Prohibition.* The installation of drinking water wells within the city is prohibited.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a misdemeanor, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-204 Protection of Potable Water Supply

1. Potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this subchapter and by the State and the City Plumbing Code. Any water outlet which could be used for potable or domestic purposes, and which is not supplied by the potable system must be labeled in a conspicuous manner as: WATER UNSAFE FOR DRINKING
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a misdemeanor, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-205 Water Shut-Off; Resumption of Services; Violation; Severance of Connection

1. Where the water supply to any building, structure or premises shall have been shut off or stopped by or under the direction of the Department, or in accordance with the provisions of this subchapter, the water shall not again be supplied to the building, structure or premises, or permitted to be turned on therein, or thereto, unless a permit is first issued for that purpose by the Department.
2. If it shall be found that the water supply has been turned on, or into any such building, structure, or premises in violation of the provisions of this subchapter, the Department shall, have the authority to order the severing of the service or supply pipes by and through which the water is supplied to the building, structure, or premises.
3. Where service or supply pipes are severed in accordance with the provisions of this subchapter, the severing or cutting off shall be done at the water mains or as near thereto as practicable and no water shall again be supplied to the building, structure or premises, or be permitted to be turned on therein, or thereto, until the cost and expense of the severing and also any other unpaid rates that may be still outstanding have been paid.
3. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a misdemeanor, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-206 Right of Entry; Refusal; Shut-Off; Power to Require Repairs

1. The officers of the city water supply system and any and every person delegated or authorized by the Department, shall have free entry and access to every part of any building, structure, or premises, whenever the entry or access is deemed necessary or advisable. In case any person in possession, charge or control of any building, structure or premises, into which any officer or person shall desire entry or access, shall refuse to permit the entry or access, or shall do or cause to be done any act or thing for the purpose of preventing the entry or access, the Department may turn off the service from such building, structure or premises, until notice shall have been given that entry or access will be permitted or provided, and until the entry or access has been accomplished.
2. The Department shall have the power and authority to inspect, and make an examination of all pipes and fixtures connected with the city water supply system and he or she shall have the power and authority to require any pipes or fixtures to be repaired, removed, replaced or changed, where the same are defective or not in compliance with the provisions of this chapter or the rules and regulations of the Department.
4. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a misdemeanor, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-207 Lien; Assessment

1. As provided for in the Revenue Bond Act 94 of 1933, chapter 141.12 § 21 (3), “[a]ll those charges delinquent for 6 months or more, may be certified annual to the proper tax assessing officer or agency who shall enter the lien on the next tax roll against the premises to which the services shall have been rendered, and the charges shall be collected and the lien shall be enforced in the same manner as provided for in the collection of taxes assessed upon the roll and the enforcement of the lien for the taxes.”
2. The assessing officer shall enter the amount of each such delinquent water and sewage assessments, together with 15% transfer fee upon the general city tax roll covering the premises with legal interest upon which water and sewer charges have accrued, and such charges shall be collected and such lien shall be enforced in the same manner as provided for in the collection of general city taxes assessed on such rolls and the enforcement of the lien thereof.
3. The City of Belleville reserves the right to certify delinquent properties to the county to preserve the city’s lien rights in accordance with the state and county tax laws regarding foreclosure requirements.
4. Unpaid charges shall be a personal debt to the City of Belleville, which reserves the right to collect unpaid charges as allowed through P.A. 178 of 1939, chapter 123.162, § 2.

§90-208 Service Shut-Off; Labor Cost; Turn-On Charge

Whenever the water is turned off from any premises at the request of the owner or because of a violation of any ordinance, rule or regulation of the city by the owner or occupant thereof, or the failure to pay a water bill or charge on the premises, the same shall not be turned on again until the owner has

paid to the city the sum to cover the labor cost, and in cases where extraordinary labor is required, the additional sum as will compensate for the additional labor and parts.

§90-209 Use and Operation of Water System

Subject to the approval of the City Council, the Department shall from time to time establish all necessary rules and regulations in respect to the use and operation of the city water supply system, in accordance with the provisions of this subchapter.

§90-210 Right of Entry; Information

1. A representative of the city shall have the right to enter at any reasonable time any property served by a connection to the public water supply system of the city for the purpose of inspecting the piping system or systems thereof for cross-connections. On request, the owner, lessees, or occupants of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal of access, when requested, shall be deemed evidence of the presence of cross-connection.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a civil infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-211 Discontinuing Cross-Connection Service

The city is hereby authorized and directed to discontinue water service after reasonable notice to any property wherein any connection in violation of this subchapter exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. Water service to such property shall not be restored until the cross-connection(s) has been eliminated in compliance with the provisions of this subchapter.

§90-212 Testing of Devices

1. All testable backflow prevention devices shall be tested initially upon installation to confirm that the device is working properly. Subsequent testing of devices shall be conducted at a time interval specified by the city and in accordance with Michigan Department of Environmental Quality requirements. Only individuals approved by the city shall be qualified to perform such testing. Individual(s) shall certify the results of his or her testing.
2. *Penalty.* A person found in violation of this section shall be, upon conviction, guilty of a civil infraction, punishable as outlined in Chapter 1, Section 1-13, of the Belleville Code of Ordinances.

§90-213 – §90-220 Reserved

City of Belleville

6 Main Street ♦ Belleville, MI 48111-2788

Jason Smith, MPA, City Manager

jsmith@belleville.mi.us

734-252-4307 ♦ Fax 734-697-6837 ♦

www.bellevilleonthelake.com



To: Belleville City Council
From: Jason Smith, MPA – City Manager
Date: 3/28/2024
Re: Horizon Park Goat Clearing

RECOMMENDATION: *Motion to approve the quote from Randy Brown for the city's half of the Horizon Park goat clearing in the amount of \$2,247.50.*

We have received our quote for the services of the goats supplied by Randy Brown for the bank clearing at Horizon Park. This annual event is one of the more popular events in the city for our unique approach to keeping the bank clear. This is a cost we share annually with the DDA.

Tentatively, "Goat Days" are scheduled to begin June 15.

Your consideration and concurrence are appreciated.

Goats 2024

From: Randy Brown <rbrown6289@aol.com>
Sent: Mon, Mar 4, 2024 at 2:46 pm
To: sjones@belleville.mi.us

Randy Brown
Landscape
7580 Belleville Rd.
Belleville, MI 48111
734-697-1820

Bid Proposal for
City of Belleville
6 Main St.
Belleville, Mi. 48111

March 4, 2024

Qty.	Name	Total Cost w/Labor
1	Goats Eating Brush along bank at Horizon Park Set up of Electric Fence & Border Fence Transportation Fee	\$4,495.00

Total	\$4,495.00
-------	------------

Thank You

Randy Brown
Landscape

City of Belleville

6 Main Street ♦ Belleville, MI 48111-2788

Jason Smith, MPA, City Manager

jsmith@belleville.mi.us

734-252-4307 ♦ Fax 734-697-6837 ♦

www.bellevilleonthelake.com



To: Belleville City Council
From: Jason Smith, MPA – City Manager
Date: 3/28/2024
Re: Digital Work Order System and GIS Implementation

RECOMMENDATION: *Motion to approve the Digital Work Order System subscription quote from CityWorks for \$13,500 annually for 3 years and Implementation quote from Ritter GIS in the amount of \$4,500 monthly.*

As we have worked to improve the Department of Public Services and make the department more efficient, one of the most glaring deficiencies was the “pen and paper” style of work orders. This method causes work to be missed, as it isn’t documented; and makes it difficult to map out a daily work plan independently.

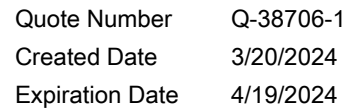
As we began to research work order systems, two stood out above the crowd; CityWorks and GovPilot. While GovPilot is a strong contender, CityWorks cost and ease of use for the staff that will handle it daily made rise to the top.

The reporting tools will allow us to generate reports to council for projects that have been completed and those that are still outstanding, and it will allow us greater ability to monitor activity and generate processes that improve departmental output and productivity.

Additionally, the CityWorks onboarding is done by a relatively local company, Ritter GIS of Livonia. Ritter will onboard us to CityWorks and begin digitizing our DPS data onto the geographic information system (GIS) system. This data works in layers that can help the city identify problems (like PASER ratings and water main age), set priorities, understand trends, and more.

It pairs to CityWorks by imbedding the city’s GIS data into the system, and placing work orders onto a map, as well as alerting to annual maintenance schedules and other things designed to make the department address things in ways that are simply too time consuming to do by hand.

Your consideration and concurrence are appreciated.



Contact Name:		Prepared By Name:	Steve Benner
Customer:	Belleville, City of (MI)	Prepared By Phone:	(801) 523-2751
Contact Address:	Belleville, MI		

Product Name	Quantity/ Population	Net Unit Price
AMS ELA Cityworks Online Custom	1.00	USD 13,500.00
TOTAL:		USD 13,500.00

Year 1 Dollar Value	USD 13,500.00	Year 1 Date Range	07/01/2024 - 06/30/2025
Year 2 Dollar Value	USD 13,500.00	Year 2 Date Range	07/01/2025 - 06/30/2026
Year 3 Dollar Value	USD 13,500.00	Year 3 Date Range	07/01/2026 - 06/30/2027

Cityworks Online EAM Starter AMS Custom Respond 15 Named Logins for:
Respond
Office (limited use for Admin and Reporting only)

Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering. It is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.



17199 N. LAUREL PARK DR. STE. 412
LIVONIA, MI 48152
WWW.RITTERGIS.COM
734.203.7001



CITY OF BELLEVILLE, WAYNE COUNTY, MI

PROPOSAL

ENTERPRISE ASSET MANAGEMENT IMPLEMENTATION SERVICES

PREPARED FOR: CITY OF BELLEVILLE, MI

DESCRIPTION: ESRI GIS/CITYWORKS AMS SERVICES

PROJECT NO: 2024-0510-001

DATE: MARCH 18, 2024

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City of Belleville
Attn: Mr. Jason Smith
City Manager
6 Main Street
Belleville, Michigan 48111



Monday, March 18th, 2024

PROPOSAL: QUOTATION REQUEST FOR ESRI GIS & CITYWORKS AMS SUPPORT SERVICES

Thank you for allowing us the opportunity to present this proposal for professional services to develop and support ESRI GIS & Cityworks AMS solutions for the City of Belleville. We are certain our similar project experiences, and unique approach will bring the following key benefits:

Service – We can demonstrate how our past knowledge, and close working relationships with similar Cityworks/GIS communities will add significant value to this project. While no sites are identical, they all contain similarities. We lean on our shared knowledge and experiences to reference and incorporate when designing operational workflows across organizations.

Experience – Ritter GIS Inc. is a full-service GIS and Asset Management consulting firm that has been offering services since 2007. Much of our team's strengths have been inherited from our history of working directly with local governments, engineering, and environmental firms. We have an established Gold level partnership with Cityworks, and a Silver level partnership with ESRI (Release-Ready Specialty). Our project management team includes 3 certified GIS Professionals (GISP) with over 82 years collective experience in GIS/Asset Management solutions.

Please contact us with any questions you may have, or if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Ritter'.

Doug M Ritter, GISP
Executive Officer / Owner
Doug@RitterGIS.com
734.203.7001

STATEMENT OF QUALIFICATIONS ABOUT US

Ritter GIS is a privately owned technology firm founded in 2007. Our dedicated team focuses explicitly on the consulting, design, and implementation of Cityworks Asset Management (AMS), and ESRI Geographic Information Systems (GIS).



With our established strategic partnerships, we continually train and educate our team with new technologies and practical adaptation for our client's environment. We partner with numerous local/county organizations, regional entities, and private firms to pursue a collaborative partnership to ensure successful and effective solutions.

Experienced and Proven



We have been a silver level partner with ESRI since 2014, and our team has extensive experience deploying GIS-Centric solutions. With our local government solution-first strategy, we have assisted many communities establish, develop, and maintain successful enterprise GIS programs. Our team is trained, and we are flexible to provide service based, project specific, or full GIS administration.

Our team has experience working with Cityworks AMS since 2003, and we have been an established partner since 2014. Ritter GIS is a leading implementation partner for Cityworks Online and we have retained a Gold Level Partnership since 2016. We have successfully completed 18 Cityworks AMS Implementations, and currently support 21 sites throughout Michigan, Indiana, California, and Illinois.



Our Core Principles

VISION

To inspire and promote success with spatial applications.

MISSION

To develop enterprise applications with a collaborative partnership network.

GOALS

- ♦ **Quality:** We provide dedicated services to achieve premium value for our clients.
- ♦ **Integrity:** We uphold the highest standards of integrity in all our actions.
- ♦ **Commitment to Success:** We develop relationships with our clients to deliver sustainable solutions.

Project Personnel

Ritter GIS provides a local, experience-based team that will support the City of Belleville with all components of the project. Our project management team includes 3 certified GIS Professionals (GISP) and all have an extensive background working with multiple local/county government agencies. Collectively, we have over 82 years of GIS and Asset Management experience that we leverage to streamline projects and complex initiatives.

Most of the technical resources assigned to this project have been with our firm for 10+ years. We have collaborated successfully with in-office, hybrid, and fully remote environments.

NAME / TITLE	YEARS EXPERIENCE	CERTIFICATIONS	ROLE
Kenneth J. Oetzel, GISP Operations Manager	GIS: 22 Cityworks: 18 GPS: 22	Certified GIS Professional Cityworks Administrator NASSCO Certified	Project Manager
Paul Ritter, GISP GIS Specialist	GIS: 14 Cityworks: 6	Certified GIS Professional	Lead Analyst
Jason Kline GIS Analyst / Field Operations Manager	GIS: 12 Cityworks: 7 GPS: 12	NASSCO Certified, Respond, Crystal Reports, Storeroom	Technical Developer
Doug Ritter, GISP Executive Officer	GIS: 21 Cityworks: 20 GPS: 21	Certified GIS Professional Cityworks Administrator	Client Solutions Manager

More information and individual resumes can be provided upon request.

Our team members retain extensive experience deploying asset management solutions as outlined in this scope of work. We can provide specific & relatable experience to the City of Belleville operations as we have implemented and/or support the following Cityworks AMS Sites:

Schaumburg, IL

City of Allen Park, MI

Schaumburg Parks, IL

Village of Mundelein, IL

Bay County RC, MI

Jurupa CSD, CA

Arlington Heights, IL

City of Livonia, MI

City of Romulus, MI

City of Bay City, MI

Marina Coast Water, CA

Las Vegas Parks, NV

City of Westland, MI

Northville Township, MI

City of Lincoln Park, MI

Van Buren Township, MI

Plymouth Township, MI

City of St. Joseph, MI

CLIENT REFERENCES

RELATED PROJECT EXPERIENCE

CITY OF WESTLAND | WAYNE COUNTY, MI

2010 – current: Full GIS & Cityworks Admin | Cityworks AMS Implementation 2012

The City of Westland is the 10th largest city, and 12th largest municipality in Michigan. Ritter GIS currently serves as the contract GIS services department reporting directly to the Information Technology Department. All GIS and mapping requirements are handled directly through our service team, which includes the full support of enterprise GIS applications, ArcGIS Online, GPS inventory needs and Cityworks Online AMS initiatives. GIS initiatives include Tax Plat Mapping, Parcel COGO Conversion, Utility GPS, MACP Level 1 & 2 Inspections, Web Map and Application Development, ArcGIS Online Site Management, Zoning, Land Use, Emergency Response Applications, election and voting applications, street lighting program assistance, CDBG reporting and analysis, service identification program support, and overall help desk/city personnel assistance and development.

We provide Cityworks AMS support including site design, enhancements, and support for their Cityworks application, which currently includes approximately 85 users. Custom workflows and templates have been developed to track city-wide operations, including the management of multiple contractor initiatives and grants management and integration with third party applications. We have completed integrations for the city including BS&A Utility Billing (2-way), BS&A Ordinance, Assessing, Custom Request Form, and DigSmart.

2015 Cityworks User Conference Plenary

2018 Cityworks Excellence in Online Practice Recipient

2023 MI-GMIS Organization Impact Project of the Year

VILLAGE OF MUNDELEIN | LAKE COUNTY, IL

2022 – current: Cityworks Implementation | Cityworks & GIS Admin Support

The Village of Mundelein is a vibrant and progressive community of nearly 32,000 residents situated in the center of Lake County, Illinois. They make up one of the strongest areas of commercial and industrial growth in the nation, with excellent housing, recreation, educational, and business opportunities.

In 2022, we partnered with the Public Works and Engineering Department to implement Cityworks AMS Online for Utilities, Facility Maintenance, Fleet, Wastewater Treatment Plant, Streets & Forestry divisions. A significant portion of the implementation was the data migration from their existing PubWorks application. Overall, we structured the import process to align to their new Cityworks workflows that included 1.4 million records – importing 18+ years of data for work orders, service requests, inspections, equipment/labor/materials logs. The village has leveraged customized integrations to streamline their processes including Fuel Master readings import / Customized GISDataConnect Fleet Connect, auto-generated workflows based on inspection results, Beacon Meters/Financial System for customer accounts, and a simplified Request/Work Order Web Form.

VILLAGE OF SCHAUMBURG | COOK COUNTY, IL

2018: Cityworks Implementation

Located just 30 miles outside Chicago, Schaumburg is the premier suburban business destination in Illinois. In the past 50 years with vision and thoughtful planning, Schaumburg has transformed from a small farming community into a thriving economic center that is home to more business in Illinois than any other community outside of Chicago.

In 2018, our team was selected to partner with the Village of Schaumburg to implement Cityworks AMS. The project implementation included the setup and training of their building maintenance, forestry/landscaping, water distribution, streets department, customer service, engineering, electric/lights, and stormwater divisions. The site design from scratch included 125 internal/external users and enterprise integration to achieve sustainable results:

- Integration to automate workflow from existing internally developed customer service request (CSR) system. The CSR has been a key resource for the village to monitor all citizen and internal requests. This system was integrated by IT to auto-generate work orders and feed information to and from Cityworks.
- Full ESRI GIS Integration – GIS data is authoritative record. Complete integration to the GIS repository and field team access. Defined efficient ID structure and setup action events in Cityworks to manage and streamline data updates in GIS and Cityworks. Separate mapping and displays for groups including contractor work assignments.
- Efficient Cost tracking by integrating payroll costs and dynamic pay coding structure. Process was created to utilize Cityworks for employee timesheets and tracks all costs appropriately to each work order and activity classification. Payroll logs are imported into the existing financial system, reducing manual effort, and streamlining processes.

2022 Cityworks Excellence in Enterprise Practice
2022 APWA Project of the Year – Cook County, IL

CITY OF ALLEN PARK | WAYNE COUNTY, MI

2014 – current: Full GIS & Cityworks Admin | Cityworks Implementation 2015

The City of Allen Park has been partnering with Ritter GIS for all GIS and Cityworks initiatives since 2014. The City has used GIS for various projects to verify and analyze data for internal applications and external contractors/projects. This includes working with multiple engineering firms to integrate historical data including thousands of NASSCO MACP/PACP inspections, AutoCAD files, hard copy maps, and various inspections.

The partnership has continued to advance and support both ESRI GIS and Cityworks AMS applications including integrations with BS&A Utility Billing, Revize, SeeClickFix, and Aquasight.

2022 Cityworks Excellence in Departmental Practice Recipient

CITY OF LIVONIA | WAYNE COUNTY, MI

2016 - current: Cityworks Implementation

With a population of over 95,000, the City of Livonia is the 9th largest municipality in Michigan. In 2016, we partnered with the city for the full-scale implementation of Cityworks Online AMS.

The successful deployment included the training and development of 150 employees across 11 departments throughout the city. The implementation included the standardization and import of historical CMMS data over 250,000 work orders and service requests based on essential information to be carried forward. A semi-automated process was utilized to associate priority work orders to the GIS entity (all historical data was disconnected from the GIS). The full-scale solution included deployment for Water, Sewer, Storm, Engineering, Animal Control, Roads, Signs, Building Maintenance, Administrative, Parks & Forestry operations.

The city has an extensive and complicated rate schedule that was developed in Cityworks to ensure accurate activity cost reporting for budgeting and reporting purposes. We deployed dynamic pay codes to mirror the requirements, and custom budget/hours reports that are reviewed and exported to drive employee payroll. This included over 800 different pay codes, and has been operational since 2016.

VILLAGE OF ARLINGTON HEIGHTS | COOK COUNTY, IL

2016 - current: Cityworks Implementation (2016) & Support

In January 2016, our team was selected to partner with the Village of Arlington Heights Public Works to implement Cityworks AMS. The village committed to an aggressive six-month implementation and created a project leadership team that worked closely with every aspect of the development to ensure success and realize expanded opportunities. The estimated 90 users from the beginning were scaled out to 160, as the village utilized the program for internal building issues, central inventory requests, and web site updates.

Over 500 documents were compiled and reviewed for integration including Administrative, Building Maintenance, Fleet, Forestry and Grounds, Sewer, Signs, Streets, Traffic, Water Distribution, Water Metered Services, Water Production, and Central Purchasing divisions. In the initial 9 months from cut-over, the Public Works Department has increased their asset management activity tracking by 300%, including the creation of over 22,000 requests, work orders, and inspections throughout the entire organization. We have developed full-scale integrations for Fuel master metrics import, Auto-generated workflows, DigSmart Utility locates, and Storeroom request form.

Additional integrations were deployed to streamline and integrate their metered services contractors for backflows and meter repairs. This consolidated the redundant data sets that were being maintained and provided efficient and current project tracking.

2023 APWA Project of the Year - Cook County, IL

CLIENT REFERENCES

Company Name:	City of Westland, MI
Address:	36300 Warren Road
City, State, Zip:	Westland, MI 48185
Contact Person:	Craig Brown Chief Innovation Officer
Email Address:	cbrown@cityofwestland.com
Telephone Number:	734-467-7952
Type of Business:	Local Government - City
Date of Services:	2010 - Current Cityworks 2012
Company Name:	Village of Mundelein, IL
Address:	801 Allanson Rd.
City, State, Zip:	Mundelein, IL 60060
Contact Person:	Adam Boeche Director of Public Works & Engineering
Email Address:	aboche@mundelein.org
Telephone Number:	847-949-3270
Type of Business:	Local Government - Village
Date of Services:	2022 - Current Cityworks 2022
Company Name:	Village of Arlington Heights, IL
Address:	222 North Ridge Ave.
City, State, Zip:	Arlington Heights, IL 60005
Contact Person:	Chester Gorecki Superintendent of Maintenance
Email Address:	cgorecki@vah.com
Telephone Number:	847-368-5805
Type of Business:	Local Government - Village
Date of Services:	2016 - Current Cityworks 2016
Company Name:	Village of Schaumburg, IL
Address:	714 S. Plum Grove Road
City, State, Zip:	Schaumburg, IL 60193
Contact Person:	Michael Hall Director of Engineering and Public Works
Email Address:	mhall@schaumburg.com
Telephone Number:	847-923-6612
Type of Business:	Local Government - Village
Date of Services:	Cityworks Implementation 2018
Company Name:	City of Livonia, MI
Address:	12973 Farmington Road
City, State, Zip:	Livonia, MI 48150
Contact Person:	Donald Rohraff Director of Public Services
Email Address:	drohaff@ci.livonia.mi.us
Telephone Number:	734-466-2607
Type of Business:	Local Government - City
Date of Services:	2012 - Current Cityworks 2016
Company Name:	City of Allen Park, MI
Address:	24000 W. Outer Dr.
City, State, Zip:	Allen Park, MI 48101
Contact Person:	Tom Murray Director of Public Services
Email Address:	tmurray@cityofallenpark.org
Telephone Number:	313-928-0550
Type of Business:	Local Government - City
Date of Services:	2014 - Current Cityworks 2014

REQUEST FOR PROPOSAL

SCOPE OF WORK

Our team will provide professional services to develop and support all ESRI GIS and Cityworks Asset Management system initiatives. These tasks will be coordinated with the internal administrative team to continue the advancement of enterprise solutions.

CITYWORKS ASSET MANAGEMENT FOCUS

Cityworks AMS Implementation:

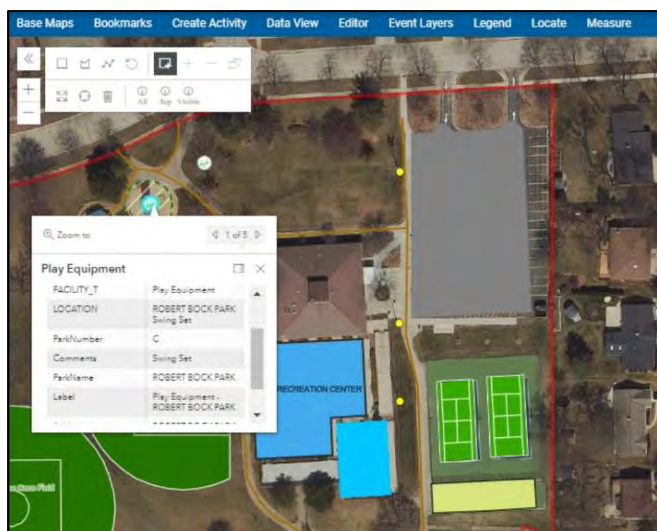
Our project team members have been engaged in the administration and configuration of Cityworks AMS software for over 18 years. Our primary goal is to ensure a sustainable solution, and we realize that by partnering directly with the key stakeholders to develop efficient workflows and integrations.

The following initiatives have been identified to build the initial framework and develop a customized solution. Each task will involve coordination and data gathering from staff to determine optimal workflows that match or expand on the current operational procedures. The activities outlined in this proposal include advanced level configuration. All personnel assigned to this project have Cityworks and ESRI certifications and training.

Remote client meeting software will be utilized to assist in the development as needed.

Overall Key-Items for Implementation:

- Cityworks Online (CWOL) Site Audit
- ESRI GIS Site Audit
- Template and Category Review
- Mobile Solutions
- Preventative Maintenance Activities
- Capital Projects
- Work Productivity Reporting and Analysis
- Resource Analysis
- Budget Forecasting
- Storeroom setup & configuration
- Hybrid Remote/On-Site Training and Support.
- Reporting
- No hardware included.



TASK 1: CITYWORKS AMS DISCOVERY AND AUDIT

Discovery

The first and most critical step for a successful implementation is to understand and document the current resources and existing operations. Cityworks provides a centralized system for asset management, and the flexibility of the software empowers each department with customizable features to incorporate their unique characteristics and responsibilities.

During this phase, we will deploy a replicated test environment from the cities current AMS site. This process allows us to test and present alternative options for approval. Our team will conduct a thorough audit of the existing site design and settings, including the review of existing asset groups - templates - users - security - workflows - documentation - reports, and any other critical items from the previous implementation. This will include a blend of configuring custom reports for analytics and manual verification.

Additionally, we will conduct remote meetings with the managers and supervisors to understand and outline the department's daily operations. Historically, this process has presented an opportunity to modify or optimize workflows to define the expectations utilizing Cityworks. These meetings will consist of each department discussing any historical processes that were required for the implementation, along with providing any silo data repositories, forms, reports, or critical process.

- Leverage ZOHO Suite management system to facilitate a structured discovery process.
- Each Department/Division will be provided a dedicated file share Location for tracking documents, workflows, and architecture.



TASK 2: ESRI GIS DISCOVERY AND AUDIT

The success of the overall site relies heavily on the accuracy and condition of the GIS data, as Cityworks is GIS-Centric. Our team has almost two decades of experience in developing and managing GIS data, with a particular focus on ESRI. Each member of our team is proficient in both applications, thanks to our dedicated training. This shared knowledge is crucial in conducting asset reviews and inventories, as it helps us understand the capabilities and essential integration points.

Our approach is to collaborate with personnel in revising and enhancing the GIS schema to streamline the processes in Cityworks. To achieve this, we will utilize ESRI and/or Cityworks tools to conduct an inventory that can also serve as a training aid. Furthermore, our deployment of various components has proven to be effective in managing and maintaining up-to-date data collection.

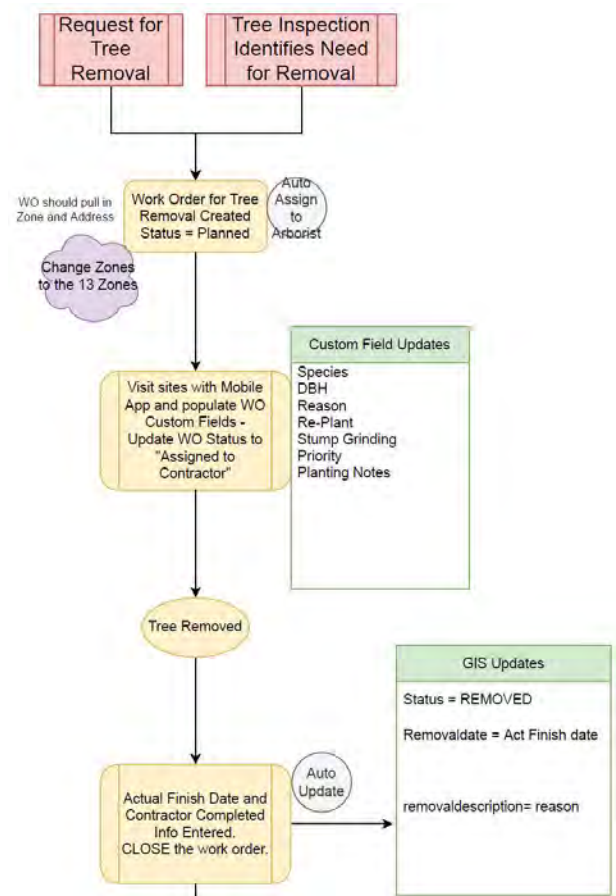


TASK 3: ONSITE REVIEW & INITIAL TRAINING

Cityworks AMS offers various options to create workflows and escalation paths tailored to each client's specific needs. To ensure a successful transition, our team collaborates with internal staff to identify their current processes and recommend optimal workflows based on our previous experience and collaborative network. Templates from other agencies serve as a resource, though these will vary greatly due to different work plans and requirements.

Our primary goal is to develop the site with the end result in mind and assess the potential impact of various configurations. We will automate escalation paths, utilizing Cityworks API's for cross-departmental efforts such as request routing, inspection creation, and child work orders that can be linked to the parent record.

Our team will be present on site for 2-days working alongside the internal Cityworks admin team to discuss and emphasize the necessary steps for integrating the approved changes, thereby guaranteeing a successful knowledge transfer.



EFFECTIVE MANAGEMENT OF GIS SERVICES



Election Precinct Mapping:

Our team has worked with multiple organizations to build and deploy public-facing election voting maps and precinct finders. We leverage Election solutions and customize the template to the needs of the client. This also allows for analysis of voter turnout, voting locations, and precinct boundary adjustments for efficiency.



Zoning / Land Use:

We have deployed multiple Zoning and Land Use maps and apps leveraging Assessing parcel data in GIS to support in planning and growth. Promoting the community by attracting and retaining business and highlighting potential site developments. Maps created for special area boundaries including DDA, TIFA, LDFA, Historic Districts, and various boundaries customized to each community.



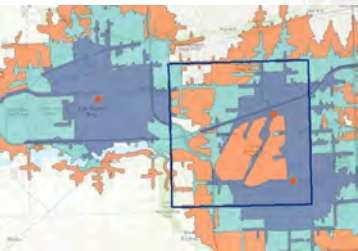
Assessing Maps and Exhibits:

Extensive knowledge and experience in creating and updating parcels utilizing Coordinate Geometry (COGO) technology and legal description boundaries to develop an accurate parcel layer. Primarily for Tax Mapping purposes, but also establishes a solid base layer for the community's GIS as it can display ownership, value, tax data, foreclosures, and any parcel-based data.



Utility Mapping and Analysis

Leveraging spatial data to map and analyze critical infrastructure is one of our primary applications. We have supported vast amounts of data creation and conversion to develop a solid foundation for management and tracking. Utility layers are created and updated using engineering plans and field inspections to maintain accuracy of structure information.



Emergency Response and Public Safety

Data-driven applications help assist law enforcement to better understand, plan, and act on real-world situations. We have created apps and maps to maximize service areas and response times, incident analysis, apartment and site layout, hazardous material storage, and any other sensitive location detailed layouts.



ESRI Web Maps, Application Development, and Web Portal:

Designed, implemented, and support hundreds of web apps hosted in ArcGIS Enterprise or ArcGIS Online (AGO). Web maps and apps can be used by mobile devices and embedded in community sites. Using Operations Dashboard for ArcGIS, created web apps for location-aware data visualization and analytics in real time.

RATE & PROJECT SCHEDULE

Ritter GIS staff shall complete monthly services at the rate schedule below. The hours shall be assigned based on the prioritization of GIS/AMS tasks per the client recommendations.

MONTHLY INVOICE TOTAL: \$4,500

2024 Rate Schedule:

Resource	Rate	Description
Manager/Developer	\$215	Operations Manager / Sr. Application Developer.
GIS Specialist, GISP	\$185	Certified GISP with 10+ years.
GIS/AMS Analyst	\$135	Subject matter expert with 10+ years.
GIS/AMS Technician II	\$95	Data development with 5+ years.
GIS/AMS Technician I	\$75	Data development with <5 years.

Monthly invoices on the 1st of each month will include a list of the detailed services based on the hourly rate chart (Payment terms Net 30). Additional services may be added with written approval from both parties.

Either Party may terminate this Agreement at any time and on any date, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing. The client shall pay only the balance of any outstanding accounts for work performed by Ritter GIS.

Performance of Work will require the client to grant the following permissions:

- Logins and access to Cityworks and ESRI ArcGIS sites.
- Remote access to existing and development servers as-needed.

AUTHORIZATION

This Agreement shall be effective for a period commencing on May 1, 2024 and ending on April 30, 2028.

IN WITNESS WHEREOF, the parties hereto have executed this contract to be effective on the date first written above.

CITY OF BELLEVILLE, MI

WITNESS

NAME: _____

NAME: _____

DATE: _____

DATE: _____

NAME: _____

NAME: _____

DATE: _____

DATE: _____

RITTER GIS, INC | WAYNE COUNTY, MI

WITNESS



NAME: DOUG RITTER, GISP

NAME: _____

DATE: March 18, 2024

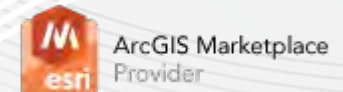
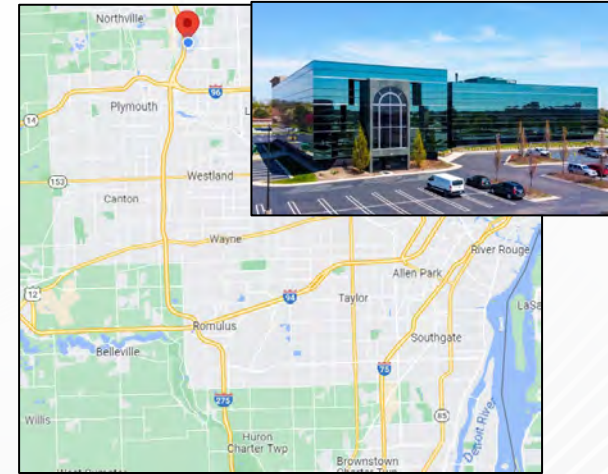
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About Ritter GIS

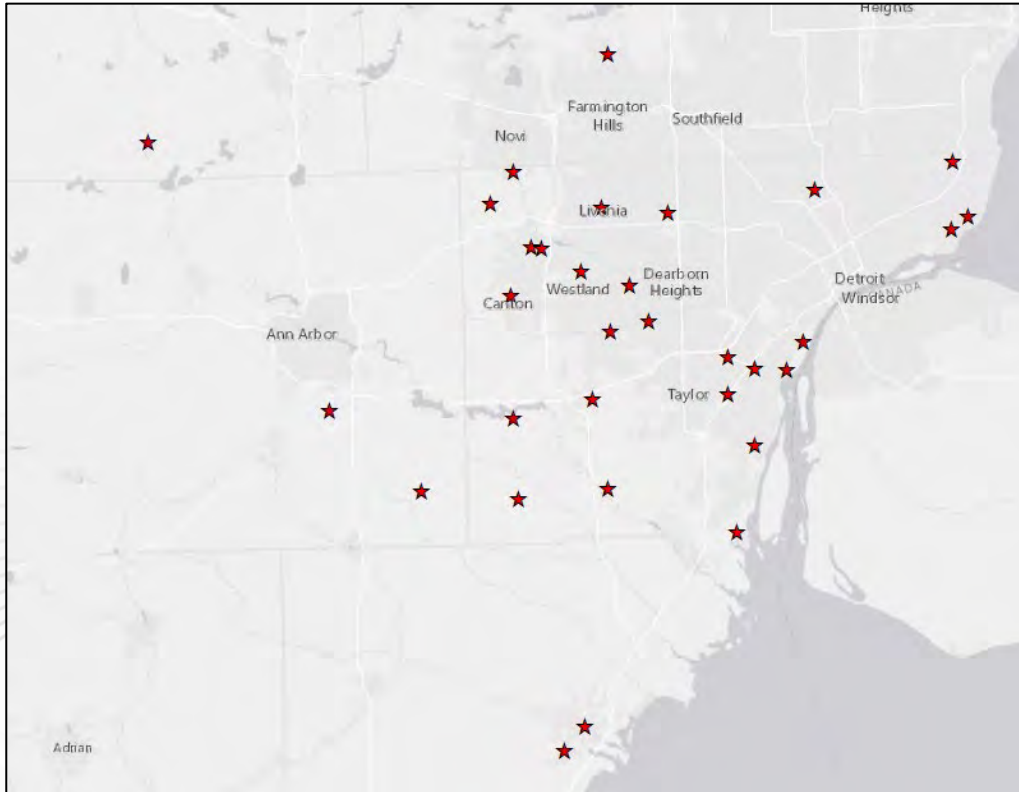


- **Established in 2007**
- **Located in Southeast Michigan (Livonia)**
- **Client Partnerships in MI, IL, IN, OK, CA**
- **Specialize in ESRI GIS & Cityworks AMS**
- **3 - Certified GIS Professionals (GISP)**
- **Extensive local government experience**
- **Full contract GIS department with nine (9) communities**
- **Staff has over 1,200 ESRI Course Training Hours**
- **Strategic Business Partnerships**



Ritter GIS – ESRI GIS Experience

Regional Experience (SE Michigan)



Full Contract GIS Department

- | | |
|----------------------------|----------------|
| 1. Northville Township, MI | 2007 – Current |
| 2. City of Romulus, MI | 2007 – Current |
| 3. City of Northville, MI | 2008 – Current |
| 4. City of Westland, MI | 2010 – Current |
| 5. City of Allen Park, MI | 2014 – Current |
| 6. Plymouth City, MI | 2019 – Current |
| 7. Town of Waterloo, IN | 2020 - Current |
| 8. Schaumburg Parks, IL | 2020 – Current |
| 9. Village of Pinckney, MI | 2022 – Current |

Collaborative Initiatives

State of MI – NG-911

Conference of Western Wayne

State of MI - SAW Grants

State of MI - DWAM Grants

Semcog

Ritter GIS – Cityworks Experience

Design & Implementation

	<u>Status</u>	<u>Users</u>	<u>Population</u>	<u>Licensing / Site</u>
1. City of Romulus, MI	2010 – Current	32	25k	ELA / Cityworks Online
2. City of Westland, MI	2012 – Current	80	84k	ELA / Cityworks Online
3. City of Allen Park, MI	2015 – Current	15	28k	STA / Cityworks Online
4. City of Livonia, MI	2016 – Current	150	94k	ELA / Cityworks Online
5. Northville Township, MI	2016 – Current	35	32k	ELA / On-Premise
6. Village of Arlington Heights, IL	2017 – Current	160	76k	ELA / On-Premise
7. City of Benton Harbor, MI	2017 – Current	6	10k	STA / Cityworks Online
8. City of Lincoln Park, MI	2018 – Current	5	39k	STA / Cityworks Online
9. Village of Schaumburg, IL	2018 – Current	160	77k	ELA / On-Premise
10. Schaumburg Parks, IL	2019 – Current	100	-	ELA / On-Premise
11. Marina Coast Water, CA	2020 – Current	40	-	ELA / On-Premise
12. *Van Buren Township, MI	2020 – Current	25	30k	STA / Cityworks Online
13. *Plymouth Township, MI	2020 – Current	21	27k	STA / Cityworks Online
14. *City of St. Joseph, MI	2020 – Current	30	8k	ELA / On-Premise
15. Village of Mundelein, IL	2022 – Current	45	32k	ELA / Cityworks Online

Ritter GIS – Cityworks AMS Experience

Partnerships

ESRI Silver Level Partnership (2016-Current)

Cityworks Silver Level Implementation Partner (2016-2018)

Gold Level Implementation Partner (2018 – Current)

**** *Near Map | DigSmart | BS&A | Beacon | Revize | Fuel Master***

Client Success Stories

City of Westland, MI | 2015 Plenary (10 to 65 Users in a year)

City of Westland, MI | 2018 Excellence in Online Practice Recipient

City of Allen Park, MI | 2022 Excellence in Online Practice Recipient

Village of Schaumburg | 2022 Excellence in Enterprise Practice

Village of Schaumburg, IL | 2022 APWA Project of the Year

The American Public Works Association Chicago Metro Chapter - Suburban Branch recognized the village's Asset Management program, which uses state of the art software to track the condition of and work performed on all village assets such as streets, watermain, trees, sewers, facilities, etc.



SHARED CLIENT REFERENCES

Wayne County Assessing Collaborations (WCA)

- Belleville
- Canton Township
- City of Plymouth
- Ecorse
- Garden City
- Gibraltar
- Gross Point Park
- Harper Woods
- Highland Park
- Inkster
- Northville Township
- Plymouth Township
- Redford
- River Rouge
- Riverview
- Southgate
- Sumpter
- Wayne
- Westland

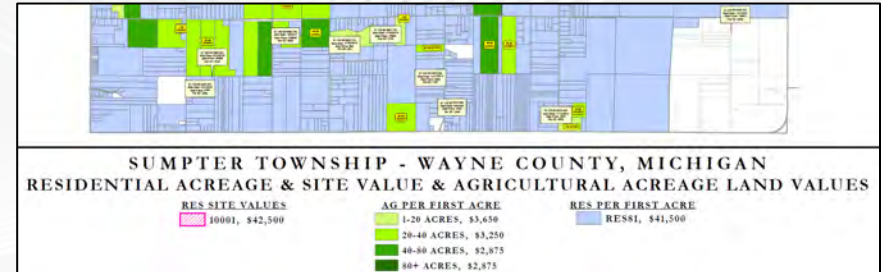
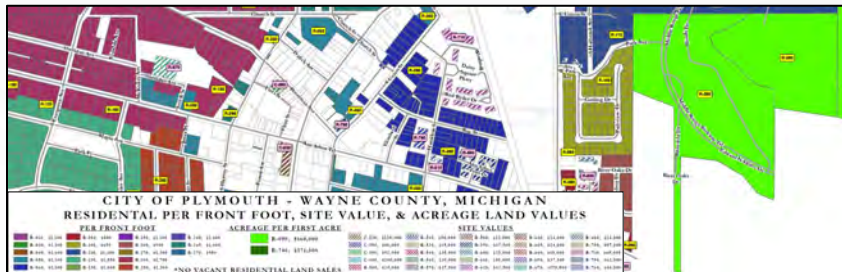
Residential Front Foot Land Value

Industrial & Commercial Sq. Ft. Land Value

Acreage Land Value

ECF Codes

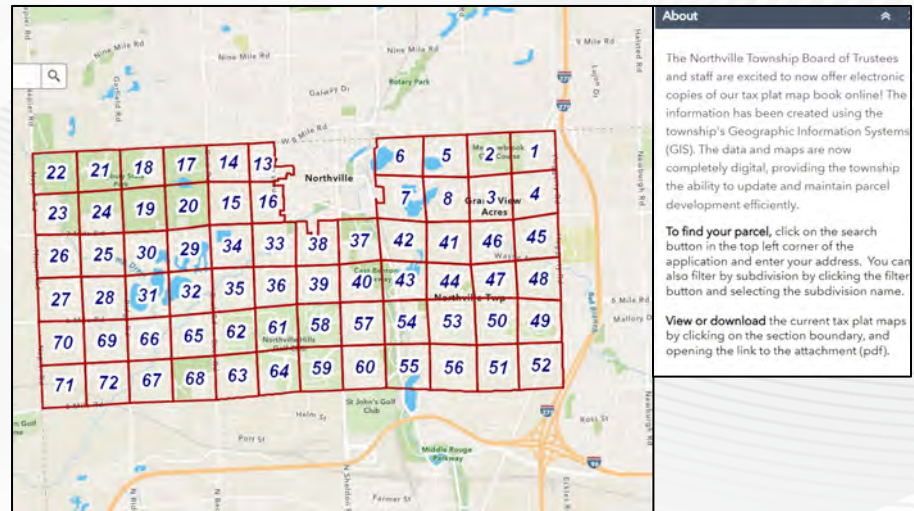
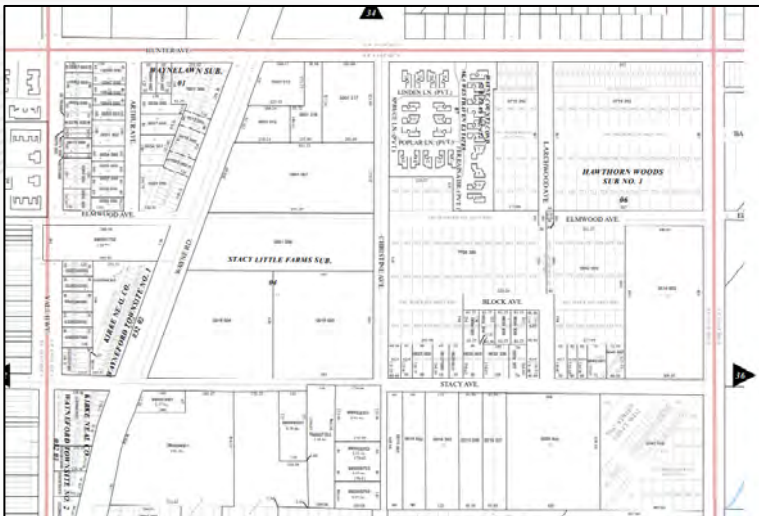
Change in Taxable Values



TAX MAP CLIENT REFERENCES

Parcel Development (COGO) & Tax Map Creation

	<u>Parcel Count</u>	<u>Annotations</u>	<u>Description</u>
1. City of Romulus, MI	10,200	50,000	Tax Maps - Full COGO – Annual LD
2. City of Westland, MI	29,000	115,000	Tax Maps - Full COGO – Annual LD
3. Northville Township, MI	11,200	41,500	Tax Maps - Full COGO – Annual LD
4. City of Northville, MI	1,361	5,800	Parcel Updates – (2012)
5. City of Allen Park, MI	<i>Current</i>	<i>Current</i>	<i>Current</i>
6. City of Lincoln Park, MI	<i>Current</i>	<i>Current</i>	<i>Current</i>
7. City of Plymouth, MI	4,250	1,800	Parcel Development – Tax Maps (2022)

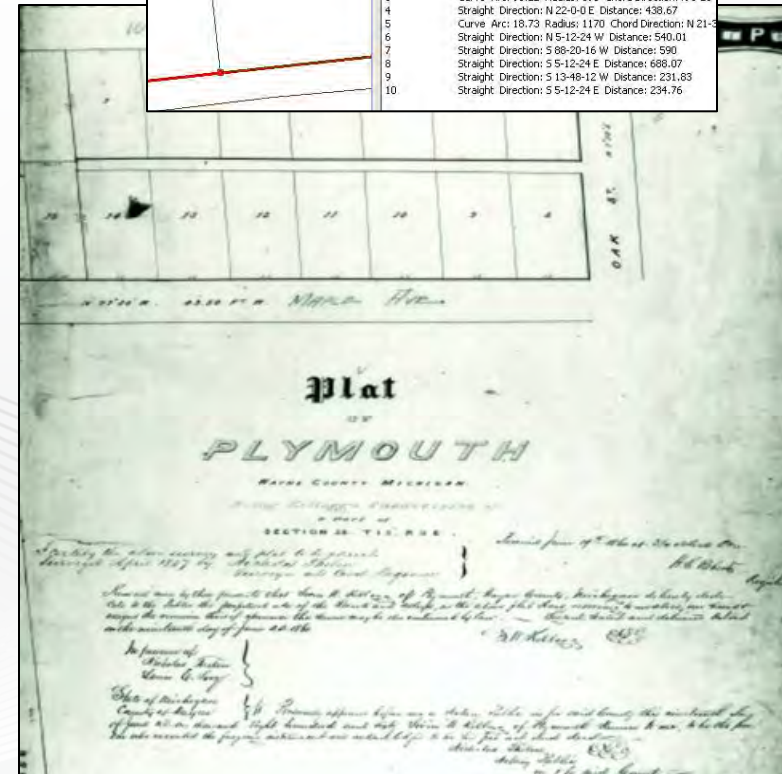
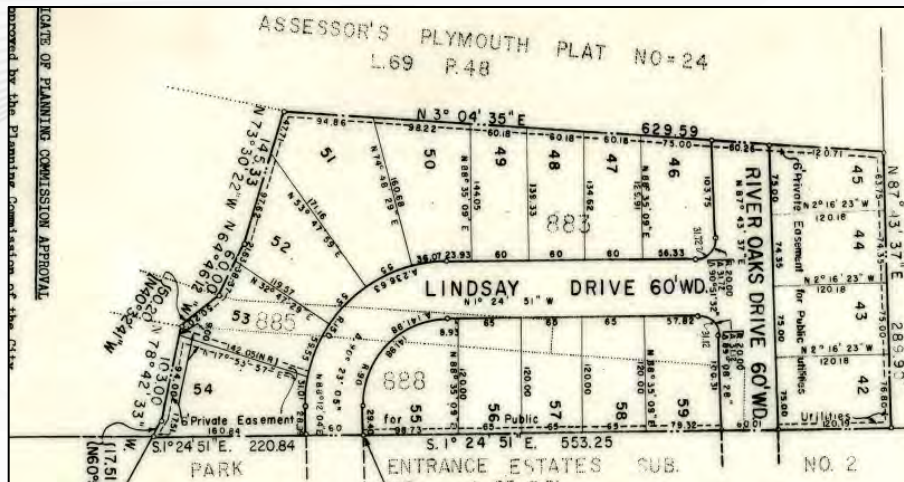
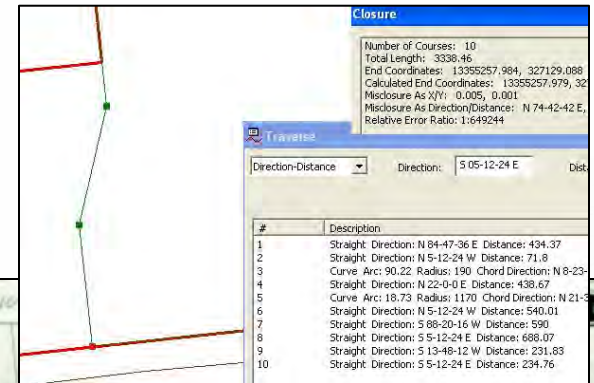


ENTERPRISE GIS

ACCURATE Parcel/Plat Development

Create GIS Parcel and Plat polygons using legal descriptions

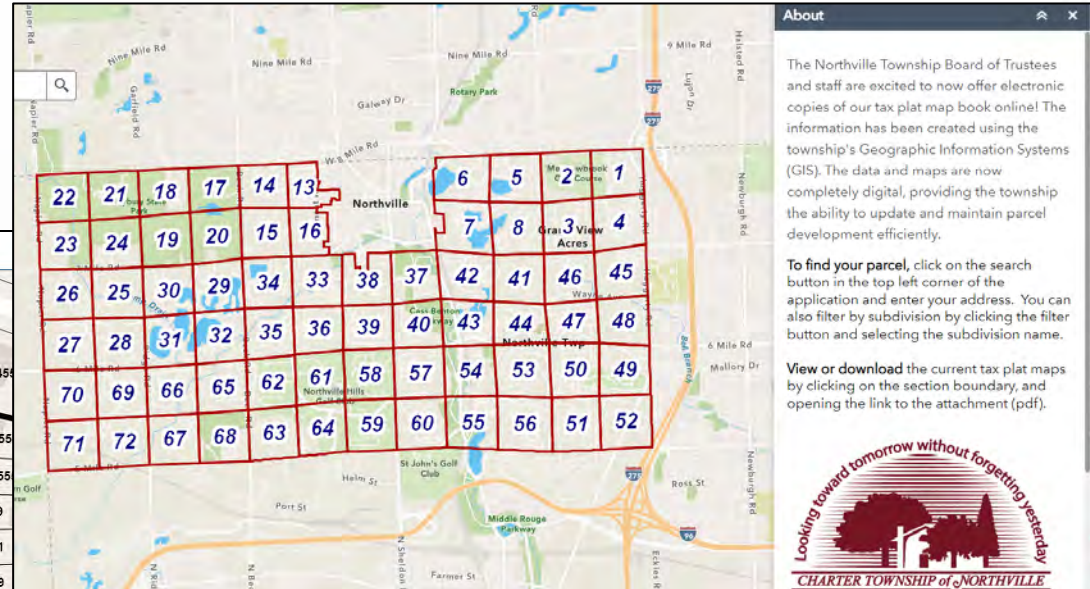
- Leverage ESRI Coordinate Geometry (COGO)
 - Original Plat Documents
 - BS&A Legal Descriptions
 - Condominium Deeds
 - Existing Plat Pages



Deploy Cloud hosted ESRI Applications

Northville Township Interactive Viewer

City of Plymouth Interactive Viewer



SUSTAINABLE SOLUTIONS - ROI

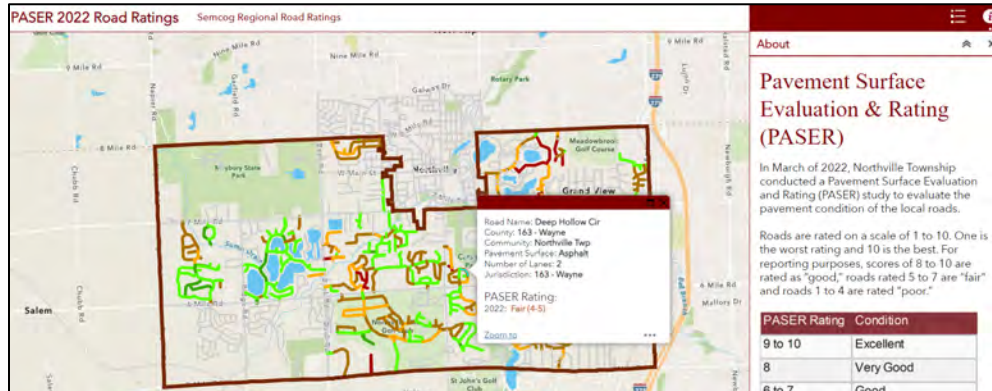
EXTENDED USE

- Annual Updates (easy / cost-effective)
- Single Source Repository for Data
- Utilized to create organization maps and apps
 - City Limits
 - Districts (TIFA/DDA/Special Zones)
 - Subdivision Boundary Layer
 - Zoning / Land Use
 - Assessing Required Exhibit
 - ECF
 - Land Value
 - Ties into all Public Services Displays and apps
- Public Consumption
- State Compliant

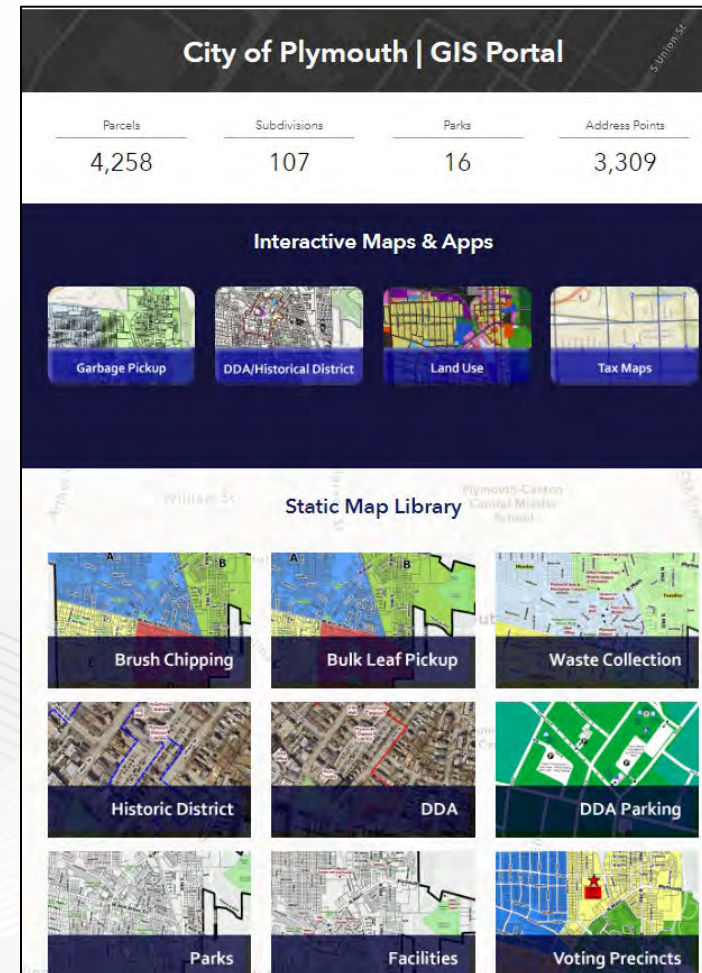


INTERACTIVE MAPS & APPS

Community Focused Initiatives



GIS HUB – Centralized Repository



INTERACTIVE MAPS & APPS

Instant Data Analysis and Consumption



Jason Smith

From: Steve Benner <steve_benner@trimble.com>
Sent: Friday, March 15, 2024 12:30 PM
To: Jason Smith
Cc: Doug Ritter
Subject: Cityworks Licensing Pricing and Implementation Recommendation

Hi Jason,
I'll follow up with a formal quote, but in the meantime here is our proposed licensing numbers for Trimble Cityworks Enterprise Asset Management (EAM).

We propose Cityworks EAM at the Starter licensing level, which includes Respond EAM (our browser application), Admin and Style (our administrative apps), and Trimble Connect (for connection to other Trimble Systems of Record that you may choose to use later). The annual license cost for up to 15 users would be \$13,500.

There would also be an upfront implementation cost for configuring Cityworks EAM to your requirements and preferences, and for training. I recommend Ritter GIS, our local implementation partner, for these services. Ritter is also able to provide GIS-related services to help you design and build your GIS asset layers for use with Cityworks. Doug Ritter, Executive Officer of Ritter GIS, is cc'd here. Doug can provide you with numbers for the initial implementation.

Thanks for your interest in Cityworks. I appreciate you reaching out to us. We look forward to helping you more efficiently manage the City's assets.

Regards,
Steve

Steve Benner
Regional Sales Manager, Local Government EAM
Owner and Public Sector



State College, PA
United States
+1 (814) 574-7285 Direct

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Subscription Service Order

Prepared for: Belleville, MI

Sales Representative

Mike Sapienza

mike@govpilot.com

Proposal Valid Through 3/31/2024



Overview of Services

GovPilot is a cloud-based government management platform developed exclusively for local government. We unify fragmented data and communication between employees, department heads and their administrators, resulting in an environment in which information flows freely and subject matter knowledge can be obtained within seconds. With a clear view of how well a department is operating, administrators, and department heads alike can make more educated decisions on the best course of action.

Leveraging Best Government Practices (BGP) from subject matter experts, GovPilot has developed a catalog of over 120 standard template modules as well as 3 premium services. GovPilot regularly checks the pulse of local governments and incorporates their feedback into the product, benefiting all of our customers!

GovPilot accommodates unlimited users, which allows governments to manage and share critical data throughout their organization, at no additional cost. This information can be shared 24/7 from the office, the field, or the employee's home.

Wherever the Community,
Whatever the Problem,
GovPilot offers a Solution.





Benefits of GovPilot

Employee & Elected Officials Benefit

- Customizable Dashboards to see the data that's important to you
- Remove communication and data silos
- Cut-down on call volume, walk-ins and other distractions
- Learn one platform, replace single-purpose software systems, IT doesn't need to support 10+ systems
- Drastically improve productivity through automated modules

Constituent Benefits

- Convenience of E- Commerce functionality – submit application and pay online
- Communicate concerns via Mobile App
- Access information and data via website, eliminating need to submit OPRA

Unlimited Users

- All employees and Elected Officials are eligible for login credentials

Preloaded Data

- Assessment Records, Parcel Boundaries
- Foreclosure Filings

All tax, parcel boundaries, and foreclosure data is uploaded upon execution of contract from GovPilot, any updates thereafter need to be proactively provided to GovPilot from the customer. Accuracy of this information is the responsibility of the customer.

Cloud Based

- Access, manage and edit data from the office and in the field
 - No scaling limitations, local server installation, burdensome maintenance costs or time-consuming software updates
 - Data updates occur in real time, enabling office-based employees to collaborate with colleagues in the field via mobile device
-

Fields & Forms

- GovPilot works closely with assigned divisions and departments to modify the platform based on your unique needs
- Deploy flexible modules and forms integrated with pre-loaded data
- User-friendly, drag-and-drop interface
- Merge and log external data, attach documents, calendars, files and notes to individual property records with ease

GovPilot's Templated Modules Consist of 5 Main Components



Dashboard

Whether you are a typist, department head, city manager or elected official, GovPilot's dashboard allows you to retrieve the answers you need, quickly. The dashboard is customizable, allowing users to create shortcuts to their data, called "tiles". These tiles are doorways to filtered and sorted data sets. When clicked, each tile opens a different view. Arrange and add an unlimited number of tiles with unparalleled ease.

GovPilot Dashboard Tiles:

- GovPilot Employees: 31 All Employees
- Construction Permit: 2 All Construction Permits
- Landlord Registration: 0 All Landlord Registrations
- Business Registration: 3 Business Category Grouping
- CCO: 4 All CCO
- Processes: 550 Everything
- Report & Concern: 7 Concerns by Department
- PTO Request: 418 PTO Days Left
- Dog License: 9 Dogs by Breed
- Vacant Property Regis...: 0 Open Violations
- Dog License: 9 All Dog Licenses
- Open Records Request: 1 Open OPRA

Recent Records Table:

Property	Form	Record Type	Reference	Status	Other	Property Address	Last Modified
		Vacant Property Registration	VCNT-2019-00001	New		45 CHELSEA CT	3/31/2019 7:58:59 PM
		Report & Concern	RAC-2019-00005	Open	Abandonment of Small Energ...	123 DISTON AVE	3/31/2019 7:57:57 PM
		Rental Property Registration	RPR-2019-00001	Registered	EVANS, MICHAEL & THERESA	24 S MONTGOMERY AVE	3/31/2019 7:57:17 PM
		Dog License	DG-2019-00003	Active	Biggie	24 S MONTGOMERY AVE	3/31/2019 7:56:49 PM
		Construction Permit	GP-06305	Closed		24 S MONTGOMERY AVE	3/31/2019 7:55:06 PM
		Construction Permit	GP-0633	Plan Review		100 ATLANTIC AVE	3/31/2019 7:52:31 PM
		Dog License	DG-2019-00002	Active	DOGGY	101 S RALEIGH AVE	3/31/2019 6:24:12 PM



Property Profile

The cornerstone of our platform, this feature links all property-related data to a single property profile. See all building permits, violations and licenses associated with a property. Attach and take notes within the profile as well.

Property Profile: 24 S MONTGOMERY AVE ATLANTIC CITY NJ 08401

RESI-1 TO 4 FAM ATLANTIC COUNTY BLOCK 1: 213 LOT 1: 9

Tax Assessment Information:

OWNER COMPLETE NAME	EVANS, MICHAEL & THERESA
CITY VALUE	\$397,201.40
ASSESSMENT BUILDING	\$196,300.00
ASSESSMENT LAND	\$261,000.00
ASSESSMENT TOTAL	\$397,400.00
TAXES	\$13,599.03
IAX YEAR	2016
YEAR BUILT	1925
LAST SALE DATE	8/28/1997
LAST SALE PRICE	\$110,000.00
BLOCK 1	213
LOT 1	9
BUILDING DESCRIPTION	P25
PROPERTY & MAILING ADDRESS SAME	Y
PROPERTY MAILING ADDRESS	24 S MONTGOMERY AVE, ATLANTIC CITY, NJ 08401
LAND DESCRIPTION	43X75
LOT SIZE	3223
LOT DEPTH	75
LOT WIDTH	43
PROPERTY AREA(ACRE)	0.074
BUILDING AREA(SQ.FT)	1776
TOTAL UNITS	1
PROPERTY ADDRESS	24 S MONTGOMERY AVE
MULTIPLE UNITS	N
SALE DOCUMENT	0618000200
ZONING	R-2

Recent Records Table:

Form	Record Type	Reference	Status	Other	Last Modified
Construction Permit	Construction Permit		Closed		03/31/2019 07:54:45 PM
Dog License	Dog License	DG-2019-00003	Active	Biggie	03/31/2019 07:56:49 PM
Rental Property Registration	Rental Property Registration	RPR-2019-00001	Registered	EVANS, MICHAEL & THERESA	03/31/2019 07:57:17 PM



Digital Forms E-commerce Functionality

GovPilot's digital forms can significantly reduce the time your staff spends on data entry. Form data is routed directly into the GovPilot system, eliminating the redundant process of a government employee transferring constituent information from a PDF to the database. Constituents access, complete and submit digital forms through your government website. Form logic blocks submission until all required fields have been populated, which guarantees that your departments receive properly completed forms, every time.



Automated Workflows

GovPilot's workflow engine reads data, calendar and user activity as triggers to automate the completion of a multitude of tasks, including the processing of public requests, licenses, applications, e-commerce transactions and internal administrative functions. Automated alerts notify employees of changes in project status and streamline post-submission correspondence with applicants. Workflows improve operational efficiency while promoting transparency and accountability among employees and departments.



Geographic Information System (GIS)

A picture is worth a thousand words. From cave paintings to emojis, graphic depiction is an integral part of how humans communicate and make sense of the world. When trying to identify patterns and otherwise understand your data—which could include thousands or even millions of variables—the ability to visualize that data is essential. GovPilot's user-friendly map grants ALL government employees the ability to harness the power of a geographic information system (GIS).





Service Order

Customer Name:	Belleville, MI	Billing Contact	
Billing Address:	6 Main St, Belleville	Billing Phone	
City, State, Zip:	Belleville, MI 48111	Billing Email	

Project Manager (person running onboarding on behalf of the customer)	
Name	Steve Jones
Email	sjones@belleville.mi.us
Title	Assistant Town Manager / DPW Director
Phone	734-697-9323

Webmaster	
Full Name	
Email	
Phone	

Vendor	GovPilot LLC	Address	204 E. Main St
City, State, Zip	Manasquan, NJ 08736	Vendor Contact	Mike Sapienza
Pricing Valid Through:	3/31/2024	Term:	5 Years
Annual Bill Date	April 1	Contract Start Date	04/01/2024

Annual Subscription

Package Level	Annual Subscription Fee
5-Module Essentials Package	\$20,000.00

Module Name	Module Owner	Data Import	New or Existing
Asset Management	Steve Jones	No	New
Work Orders	Steve Jones	No	New
Equipt / Vehicle Maintenance	Steve Jones	No	New
TBD	TBD	No	New
TBD	TBD	No	New

Name	Price	QTY	Subtotal
5-Module Essentials Package	\$20,000.00	1	\$20,000.00

Subtotal	\$20,000.00
-----------------	--------------------

Data Import \$0.00

Discount (\$5,000.00)

Tax	\$0.00
------------	---------------

Total

Note: 25% Discount to annual fee, if signed prior to 3/31/2024

TERMS: Pricing is based on an annual subscription fee which includes an unlimited number of user licenses, initial onboarding, and unlimited support. Payment is due upon execution of this agreement. Onboarding will not commence until payment has been received. This subscription will automatically renew annually upon the effective date, as set forth above, unless either party has provided a notice of termination to the other at least thirty (30) days prior to such renewal date. Payment is due upon renewal. Failure to make payment within ten (10) days of renewal, or any other payment due date, will result in a notice of default. Failure to make payment within ten (10) days of notice of default will result in shut off of all Customer access to systems/modules and services. Service under the Agreement will not be restored until payment has been received. GovPilot does not waive any rights or remedies provided under the terms of this Agreement in the event of default. The [Master Subscription Agreement](#) between Client and PropertyPilot, LLC d/b/a GovPilot (the "MSA"), as it may be amended from time to time pursuant to the [MSA](#), the onboarding, and implementation process, and the onboarding statement of work are incorporated by reference in this Subscription Service Order ("Service Order") all of which collectively, comprise the "Agreement." Capitalized terms not defined in this Service Order have the meaning given them in the [MSA](#).

The person signing below represents that he or she is authorized to sign this Service Order on behalf of Client and that Client accepts this Service Order subject to the terms in the [MSA](#). Signatory represents that all appropriate resolutions from the governing body, if appropriate, have been obtained to authorize execution of this Contract.

GovPilot's liability to the Customer for actual, direct damages resulting from GovPilot's performance hereunder and for any and all third party claims to the extent arising from GovPilot's negligence, willful misconduct, or violation of law in fulfilling its obligations herein, shall be limited in the aggregate to the total amount of fees actually paid or payable by the Customer to GovPilot under this Agreement for the year previous to the incident which gave cause for such liability

GovPilot shall retain ownership rights to (1) all of its intellectual property, including any derivatives, modifications and enhancements thereto, (2) Confidential Information of GovPilot, and (3) any tools or scripting applications used, developed or created by GovPilot or its third party licensors during the performance of this Agreement.

PropertyPilot, LLC dba GovPilot	Belleville, MI
Signature:	Signature:
Name:	Name:
Title: Chief Operating Officer	Title:
Date:	Date:



Onboarding and Implementation Process

Our Onboarding team is here to help you implement & launch GovPilot.

1. Kick-off Call	Your Account Manager & Onboarding Project Manager will coordinate a call with you to learn about how you will be leveraging GovPilot to gain further transparency into your day to day processes.
2. Variable Validation	To get started on your new GovPilot deployment, we need to confirm the information you’ve provided us during the sales process. This will also be a great opportunity for us to collect any additional information to ensure a successful on-boarding experience.
3. Variable Implementation**	During this time, our Onboarding team will be building out the modules you signed for. While this process typically takes 45-60 Days, there are times we need additional clarification. Please be sure to respond to any inquiries in a timely fashion so we can ensure a timely delivery of your services.
4. Team Training	We’ll provide a one-time, 1 hour live web training, per module and Q&A focused on your end-user team members. We’ll deliver the training using your modules so that the users know exactly how to work with GovPilot. We’ll also provide access to our premier knowledge-base so your team can get the answers to their questions instantly!

**Variable Validation is subject to the terms stated within the Onboarding Statement of Work



Onboarding Statement of Work

Objectives

The objective of GovPilot's onboarding engagement is to collect and implement the necessary information to configure the purchased Modules and their corresponding template variables. This engagement also includes the training of the software in accordance to the pricing table of this document.

Scope of Work

Work will include the modification of variables as specified on the **Service Order** under **Initial Templated Modules Selected from the GovPilot Catalog** on a per module basis with a maximum of 12 hours of configuration per module. While the variables we will modify differ on a per module basis, variables are generally inclusive but not limited to the following.

- Fees
- Licenses
- Permits
- Ordinances
- Pick-list Fields
- Employees
- Workflow Routing

Any additional work requested beyond the specified variables and the 12 hour time limit on a per module basis would be charged a professional services rate of **\$150/hour** pending customer approval.

Deliverables

GovPilot will deliver the following deliverables as part of your onboarding:

- Selected Templated Modules from the GovPilot Catalog stated on the **Service Order** under **Initial Modules Selected** with fully implemented variables as provided by the Customer
- Live web training of the modules

Tasks and Responsibilities

Our ability to provide a successful onboarding experience for our customers is a shared effort. It is crucial that all parties provide timely responses to any inquiries pertaining to the On-boarding.

Task	Responsibility
Provide Variable Gathering Tool(s) for completion	GovPilot
Completion of the Variable Gathering Tool	Belleville, MI
Host Review of Collected Variables with Customer	GovPilot
Responses to any additional follow ups for clarification of provided variable data	Belleville, MI
Delivery of Completed Modules	GovPilot
Host and Attendance of Training	Belleville, MI
Provide Live Web Training to Customer	GovPilot

Timeline for Completion of Work

Upon receipt and review of complete set of variable information collected from the customer, GovPilot's anticipated deployment time of a module is 45-60 days. GovPilot assumes a 24-48 hour response time from the customer upon any requests for clarification. Failure to respond in a timely response will result in a delay of your module deployment. Once a module is deployed, GovPilot reserves the right to put out a press release regarding the module deployed for your account.

Data Import Restrictions

Please note that data will be imported **AS IS**. **All Data Imports for all modules are subject to a fee, no matter what contract package you are purchasing.** Any errors included in the data set will be compiled and provided back to the customer for correction. It is the responsibility of the customer to correct the data and resubmit it to GovPilot should they want it included in their data set. It is the customers responsibility to obtain their legacy data, GovPilot will not be communicating with third party software vendors on behalf of the customer nor obtaining access to third party software.

GovPilot will perform a maximum of two data imports per module. This requires the customer to provide data to GovPilot on two separate occasions. The first data import will be to validate and test the legacy data to ensure quality and accuracy during the onboarding process. The second and final data import will be performed the business day before the module is due to launch. In the event the customer is bringing on legacy data after the module has launched the time and date of the second data import will be coordinated between GovPilot and the customer. Acceptable file types include, MS SQL, Excel, MS Access, CSV.

In the event the customer is providing the legacy data the business day the module is set to launch, GovPilot must receive the data at 3pm on the day prior to launch. Failure to provide data no later than 3pm EST will result in a rescheduling of your module launch date.

In the event the customer is negligent in not providing all data, or provides incorrect data, pertaining to a module resulting in more than 2 data imports, the customer will be charged \$250/hour for any subsequent time spent reimporting data after the

second data import. In the event the customer requests more than two data imports they will be charged \$250/hour for any subsequent time spent after the second data import.

Such errors may include, but are not limited to:

- Incorrect data type for the field
 - E.g., Email addresses in phone number fields / symbols in text and or number fields
- **For importing of data that is property related.** If there is no existing block and lot or parcel ID to link the record to, those records will not be imported.
 - The client can update those unique parcel identifiers and provide back to GovPilot should they wish to have those records in the system.

Credit Card Vendor Integration - GovPilot is currently integrated with 11 credit card vendors. There is no additional charge to configure your modules to take credit card payment for any of the 11 listed. If you would like an integration with a vendor not on the list, there will be an additional cost of \$250/hour in order to perform that integration. GovPilot also reserves the right to refuse integration based on documentation provided by the third party credit card vendor, or length of time in order to complete the integration.

1. Authorize.net
 2. Municipay
 3. Xpress BillPay
 4. Network Merchants Inc (NMI)
 5. Heartland
 6. Payeezy
 7. Elavon
 8. The Satellite.Biz
 9. Value Payment Systems
 10. FIS Global
 11. CardX
 12. Comprise
 13. Stripe
-



Minimum & Recommended System Specifications

The following system specifications for desktop PCs & Laptops:

Minimum Specifications

- OS: Windows 10 32/64-bit.
- CPU: Intel Core i3.
- RAM: 8GB RAM.
- Monitor: 19-inch.
- Network: Broadband Internet connection 50mbps with Latency <10ms.
- Browser: Any supported browser (see supported browser list).

Recommended Specifications

- OS: Windows 10 64-bit or Windows 11 64-bit.
- CPU: Intel Core i5 or more.
- RAM: 16GB RAM or more.
- Monitor: 24-inch or more (preferred wide screen).
- Network: Broadband Internet connection 100mbps with Latency <10ms.
- Browser: Any supported browser (see supported browser list).

Minimum Specifications for Mobile tablets:

- OS: Latest stable version update
- CPU: 1GHz or more
- RAM: 4GB RAM.
- Monitor: 10-inch or more
- Network: Wi-fi or Cellular 4G or more.
- Browser: Any mobile browser (see supported browser list).

Browser	Desktop/Mobile Devices
MICROSOFT® INTERNET EXPLORER®	Not Supported
MICROSOFT® EDGE (NON-CHROMIUM)	Not Supported
MICROSOFT® EDGE CHROMIUM	Latest stable browser version supported
GOOGLE CHROME™	Latest stable browser version supported
MOZILLA® FIREFOX®	Latest stable browser version supported
APPLE® SAFARI®	Latest stable browser version supported

TIP: For optimum performance, we recommend that users devices adopt the Google Chrome™ or Microsoft® EDGE browser and machines with 8 GB of RAM, 64-bit OS, 21-inch monitor and minimum 50mbps network bandwidth.

Note that 32-bit systems are subject to memory limitations. To take full advantage of the added RAM, use 64-bit versions of both the OS and the browser.

Certificate Of Completion

Envelope Id: A17E0A1C8A2040EBB341237FC9422AF9

Status: Sent

Subject: GovPilot Belleville, MI Subscription Contract: Complete with DocuSign

Source Envelope:

Document Pages: 14

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Mike Sapienza

AutoNav: Enabled

204 East Main Street

Manasquan, NJ 08736

Envelopeld Stamping: Enabled

mike@govpilot.com

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

IP Address: 35.140.201.142

Record Tracking

Status: Original

Holder: Mike Sapienza

Location: DocuSign

3/7/2024 11:52:26 AM

mike@govpilot.com

Signer Events	Signature	Timestamp
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Mike Sapienza		Sent: 3/7/2024 11:53:59 AM
mike@govpilot.com		Viewed: 3/7/2024 11:54:17 AM

Keyport, NJ

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

James Delmonico

James@Govpilot.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jason Smith

jsmith@belleville.mi.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Matt Keegan

mkeegan@govpilot.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
GovPilot Invoicing invoice@govpilot.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Michael McAteer mmcateer@govpilot.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Michael Bonner michael@govpilot.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2024 11:53:59 AM
Payment Events	Status	Timestamps

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
CITY OF BELLEVILLE**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Belleville ("Public Body"), 6 Main Street, Belleville, MI 48111. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **Confidential Information** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners,

elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the City of Belleville which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary

sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.

- 1.9.6. **Reserved**
- 1.9.7. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Reserved**
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Collaborative Asset Management System

	Exhibit VI:	Reserved
	Exhibit VII:	Data Center Use and Services
X	Exhibit VIII:	Oaknet Connectivity
	Exhibit IX:	Internet Service
X	Exhibit X:	CLEMIS
	Exhibit XI:	ArcGIS Online
	Exhibit XII:	Data Sharing
	Exhibit XIII:	Pictometry Licensed Products
	Exhibit XIV:	Reserved

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**

- 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
- 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
- 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.
- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.

- 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
- 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
- 3.7.6. Requesting security changes and technical support from the Service Center.
- 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
- 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
 - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
 - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. DURATION OF INTERLOCAL AGREEMENT.

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not

apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.

- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest

charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the

impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.

- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OR WARRANTIES.

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. TERMINATION OR CANCELLATION OF AGREEMENT.

- 11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

- 11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Chief Information Officer.
12. **SUSPENSION OF SERVICES.** County, through its Chief Information Officer, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.
15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Chief Information Officer, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: City Manager Jason Smith, 6 Main Street, Belleville, MI 48111.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Jason Smith hereby acknowledges that he/she has been authorized by a resolution of the City of Belleville, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
Jason Smith, City Manager

DATE: _____

WITNESSED: _____

DATE: _____

AGREEMENT

ADMINISTRATOR: _____
(IF APPLICABLE)

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

**EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY**

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- 1.2 County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet
- 1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 1.6 To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 2.3 Public Body shall not mount any equipment in the County's equipment cabinet.
- 2.4 Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
- 2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY

local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

- 2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.
- 2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

5.0 LICENSE USE AND ACCESS

- 5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

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regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

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- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.

4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Third Party Requests to County for Public Body Data.**
- 4.2.1. **Michigan Freedom of Information Act Requests.** County will respond pursuant to applicable law, to Michigan Freedom of Information Act ("FOIA") requests addressed and received by County, Subject to applicable law, if County receives a request for Public Body's data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
- 4.2.2. **Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data.** County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body's data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County's response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
- 4.2.3. Section 4.2 only applies to Public Body's data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the

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third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

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- 4.8. **Sharing Data with other CLEMIS Members.** Public Body acknowledges and agrees that County may share Public Body's data with other CLEMIS members upon the recommendation and counsel of the CLEMIS Advisory Committee.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.
- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

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fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter “Payment Application”) and/or the CLEMIS Crash Purchase Application (hereinafter “Purchase Application”), then the following terms and conditions apply:
- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
 - 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
 - 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County’s contractual obligations, and reasonable business standards and practices.
 - 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
 - 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
 - 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
 - 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the

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Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
- 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members

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concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

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10. OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.

- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

☐ **Tier 1**

☐ 16 or more FTE's

☐ 6 – 15 FTE's

☐ 1 – 5 FTE's

☐ **Tier 2**

☐ 16 or more FTE's

☐ 6 – 15 FTE's

☐ 1 – 5 FTE's

☐ **Tier 2.5**

☐ 16 or more FTE's

☐ 6 – 15 FTE's

☐ 1 – 5 FTE's

☒ **Tier 3**

☐ 16 or more FTE's

☒ 6 – 15 FTE's

☐ 1 – 5 FTE's

Tier 4 Rescinded

Tier 5 Rescinded

☐ **Tier 6 (eCLEMIS)**

☐ 19 or more FTE's

☐ 6 – 18 FTE's

☐ 1 – 5 FTE's

☐ **Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center**

☐ **Tier 8 Jail Management** (outside Oakland County)

☐ **Federal Departments, Offices, or Agencies Inquiry Only in the State of Michigan** (does not contribute any data)

☐ **District Court in Oakland County** (excluding 52nd District Courts)

☐ **Pays CLEMIS Fee:** received ticket data load and CLEMIS Citation Payment Application is optional.

☐ **Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

☐ **District Court outside Oakland County**

☐ **Pays CLEMIS Fee:** receives ticket data load and CLEMIS Citation Payment Application is optional.

☐ **Does not Pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment application.

☐ **Circuit Court** (outside Oakland County, does not contribute any data)

☐ **Prosecutor Office** (outside Oakland County, does not contribute any data)

☐ **FRMS/CFIRS Participant** (Fire Records Management System)

II. Additional CLEMIS Applications

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

☒ **Mobile Data Computers ("MDC")**

☒ **WITH** County provided wireless

☐ **WITHOUT** County provided wireless

☐ **CAD Only WITHOUT** County provided wireless

☐ **Livescan**

☐ **WITH** printer

☐ **WITHOUT** printer

☒ **Mugshot**

☐ Capture Station and Investigative

☒ Investigative Only

☐ **Jail Management**

☐ CLEMIS Member located in Oakland County

☐ CLEMIS Member located outside Oakland County

☐ **OakVideo** (CLEMIS Member located outside Oakland County)

☐ **CLEMIS Public Crime Search**

CLEMIS Public Crime Search is a public access site and application created by CLEMIS and Esri, that shares and publishes crime data of participating CLEMIS members on a public webpage and application and allows the public to sign up for email crime alert notifications. By selecting this application, the Public Body authorizes CLEMIS to share and publish Public Body's crime data with the public, on the CLEMIS Public Crime Search application and webpage and authorizes the public to sign up for email crime alert notifications. The Public Body authorizes CLEMIS to publicly share, publish, and provide notifications for the following crime types: Assaults, Arsons, Burglary, Disorderly Conduct, Disturbing the Peace, DUI, Drug/Narcotics, Crimes, Fraud, Homicide, Motor Vehicle Theft, Robbery, Sex Crimes, Theft/Larceny, Theft from Vehicle, Vandalism and Weapons Law Crimes.

☐ **Pawn Application**

☐ **Fire Records Management System In Oakland County**

☐ Phase I

☐ Phase II

☒ **Fire Records Management System Outside Oakland County**

☐ **Police, Fire and/or Public Safety Department Data Extract**

☐ In Oakland County

☐ Outside Oakland County

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

☒ **Crash Report Payment Amount:** _____ \$7.00

☒ **Enhanced Access Fee Disbursement Instructions**

☐ Disbursement when Requested

☒ Disbursement Quarterly

Make Check Payable to: _____ City of Belleville

☒ **OPT-IN Exhibit VIII (OakNet Connectivity)** OakNet connectivity is needed

COUNTY: : _____

CLEMIS Division Director

Date

PUBLIC BODY:

Title/Name: _____

Signature: _____

Date

(to be completed by Public Body)

City of Belleville

6 Main Street ♦ Belleville, MI 48111-2788

Jason Smith, MPA, City Manager

jsmith@belleville.mi.us

734-252-4307 ♦ Fax 734-697-6837 ♦

www.bellevilleonthelake.com



To: Belleville City Council
From: Jason Smith, MPA – City Manager
Date: 3/28/2024
Re: Water Shutoff Policy

RECOMMENDATION: *Consideration of the Water Shut Off Policy.*

Recently, the city council advised staff to research water shut off policies to find what other communities do prior to shut off. While we discovered a myriad of varying policies and procedures, we took the approach of finding what pieces of various policies would work best for us, while leaving things that didn't, behind.

This policy has been reviewed by the City Attorney and the appropriate alterations have been made. It also aligns with the proposed ordinance changes recommended by counsel as well. We feel that this is a fair and balanced policy that gives our residents ample opportunity to create a plan should they fall behind on utility payments.

As we continue to modernize our departments, next on our list is updating our water meter reading collection equipment. While we await that transition, council has a few options, if the policy needs no revision in the immediate:

1. Approve the policy and choose not to enforce it until the new equipment is in place.
2. Approve the policy and begin immediate enforcement.
3. Table the consideration until the new equipment is in place.

Your consideration and concurrence are appreciated.

Name	Type	Population	Billing Cycle	Water Shut Off Policy	Reconnect Fee	Notes
Boyne	City	3,821	Quarterly		\$46 Disconnect, \$46 + past due amount for Reconnect (\$73.15 each if after hours)	\$150 deposit for non-owner occupied
Canton	Township	98,251	Bi-Monthly	No shutoffs between December 1 and March 31. At 10 days past due, a shut off notice giving 20 days to pay/make arrangements.	\$70 disconnect, \$40 + past due for reconnect	Bills are staggered by account number: Ending in One (1) or a Three (3), billed the first business day of "odd" months and due the last Wednesday of the same month. Zero (0) or Two (2), billed the first business day of "even" months and due the last Wednesday of the same month.
Eaton Rapids	City	5,201				
Jackson	City	31,420	Quarterly	Bills are due on the 6th, on the 7th, a shutoff notice giving until the 20th of the month to pay/make arrangements	\$35 + past due for reconnect. \$140 + past due for after hours reconnect	\$300 deposit for non-owner occupied
Linden	City	4,125	Quarterly	Bills sent on the first, due on the 25th. On the 26th, a shutoff notice is sent. 10% late fee.	\$50 disconnect, \$50 reconnect + FULL balance for reconnect.	
Litchfield	City	1,195	Monthly	Bills sent due on the 20th. Shutoffs at 90 days past due. Payment plans available.	\$25 + past due for reconnect, \$75 for after-hours.	
Lowell	City	4,127				
Milan	City	6,153	Monthly	Bills assessed 5% after the 20th of the months	\$25 + past due during hours, \$75/hour + past due after hours (min 2 hours)	
Otsego	City	4,083	Monthly			Bills are mailed out at the end of each month and are always due on the 15th of every month.
Plainwell	City	3,763				
Portland	City	3,816				
Romulus	City	25,055	Bi-Monthly	Notice of Delinquency for Disconnection if, at any time a utility account balance equals \$300 or more, it may be subject to shut off and/or become a lien against the property. Once an account has been determined to shut off a service fee will apply. Payment in full is required. If full payment is not possible it will be necessary to contact the Water Department immediately to discuss payment arrangement options.		
Shelby	Village	4,114	Monthly	Water bills are due on 25th day of the month. There is a 5-day grace period that ends on the last day of every month before a 10% penalty is added.		
South Haven	City	3,999				
Stockbridge	Village	3,928	Quarterly			The Village of Stockbridge processes and mails water/sewer bills on a quarterly basis. Readings are taken the last week of the quarterly month. Bills are typically mailed out the first week after each quarter and are due on 6 weeks from the mailing.
Sumpter	Township	9,627				
Taylor	City	62,937				
Van Buren	Township	30,214	Quarterly	Customers who fail to pay their water bill by the due date shall be charged a ten percent (10%) late penalty based on the current charges only. Failure to receive the water bill will not be reason for waiving any penalties. Accounts delinquent for at least sixty days (60) are subject to turn off for non-payment according to Township Ordinance. Service will not be restored until all past due balances plus applicable fee are paid or until appropriate payment arrangements have been made. Accounts delinquent for at least sixty (60) days as of June 30 of each year will be transferred to the tax roll and shall be charged a fee equal to fifteen percent (15%) of the amount being transferred. Such fee will be added to the delinquent balance, and then transferred to the tax roll.	\$85 plus all past due balance	
Wayne	City	17,568		Water accounts that are more than 30 days delinquent are subject to shutoff. Once processed for delinquent shutoff the entire balance of the account, including the shutoff fee, must be paid to restore service. Only cash, certified funds, or credit cards will be accepted.		Procedure: 1. Water billing will run a report in BS&A Utility Billing (UB) for water accounts with a delinquent balance of \$150 or more that are more than 30 days past due. 2. A yellow delinquent account notice is mailed to the resident and the owner, if not owner occupied. 3. If the required payment or payment arrangements are not made by the date on the yellow letter, then the water is scheduled for shut-off. 3a. If payment arrangements are made but not kept then the water will be scheduled for shutoff. 4. Water billing prints pink shut off notices and work orders to be given to DPW employees. 4a. Work Order Type: Shut Off – Delq 4b. Result: Blank (leave blank) 4c. Status: Scheduled 5. DPW will post the pink notice on the door and shut off the water at the curb box. DPW will initial the work order and note the date/time of shut-off. 6. Water billers receive the completed work orders from DPW and update the work order result in UB from Blank to Delq Off. 7. Once the balance is paid in full the water can be scheduled to be turned back on. The water biller will notify DPW to turn on the water and change the work order results to Delq Back On.

Ypsilanti	Township	55,599	Bi-Monthly	YCUA may terminate service to a customer for one or more of the following reasons: (1) Nonpayment of an undisputed delinquent account. Nonpayment shall be construed to mean: a. Non-payment; b. A check returned "NSF" or "account closed" or otherwise not honored by a financial institution; or, c. Failure to tender or pay the entire amount on a delinquent bill where no dispute or payment agreement is on file or arranged for. (2) Unauthorized interference with, diversion, or use of water or wastewater services. (3) Failure to comply with the terms and conditions of a Settlement Agreement and/or Payment Agreement. (4) Refusal to grant access to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance, or replacement. (5) Refusal to replace defective or inadequate plumbing that prevents replacement of a meter. (6) Failure to comply with the terms and conditions of the YCUA cross connection program. (7) Misrepresentation of identity for the purpose of obtaining YCUA service. (8) To protect personal or real property, including property that belongs to a customer, but YCUA has no obligation or responsibility to do so. (9) Other conduct that adversely affects the safety of the customer or other persons or the integrity of YCUA's service delivery system, or billing process and procedures. (10) For reasons of health or safety or for similar reasons or emergencies. (11) For any other reason permitted by local, state or federal law or regulation.	Due on the 20th day after mailing. Bi-Monthly done on an "even/odd" cycle.
Ypsilanti	City	20,204	Bi-Monthly		Due on the 20th day after mailing. Bi-Monthly done on an "even/odd" cycle.
Pentwater	Village	903	Quarterly	None	
North Muskegon	City	4,101	Monthly		
Sterling Heights	City	133,269	Monthly		
Caledonia	Township	1,686	Quarterly		
Port Huron	City	28,826	Monthly		
Peck	Village	602	Monthly		
Newberry	Village	1,547	Monthly		
Ithaca	City	2,854	Monthly		

Name	Type	Population
Canton	Township	98,251
Romulus	City	25,055
Sumpter	Township	9,627
Taylor	City	62,937
Van Buren	Township	30,214
Wayne	City	17,568
Ypsilanti	Township	55,599
Ypsilanti	City	20,204

Name	Type	Population
Boyne	City	3,821
Eaton Rapids	City	5,201
Linden	City	4,125
Lowell	City	4,127
Otsego	City	4,083
Plainwell	City	3,763
Portland	City	3,816
Shelby	Village	4,114
South Haven	City	3,999
Stockbridge	Village	3,928

City of Belleville

Utility Billing Policy

§1.01 General Provisions and Definitions

Application of Policy. This policy, adopted by the City of Belleville City Council, as amended from time to time, applies to all present and future utility customers of the City of Belleville.

Definitions

1. *Billing Cycle* means the City of Belleville utility billing period being from one to two months.
2. *Complaint Determination* means the written decision of the City of Belleville with respect to a complaint filed regarding water and/or wastewater service.
3. *Customer* means a user of utility services supplied by the City of Belleville.
4. *Delinquent Account* means a bill rendered to a customer for service that any portion of which remains unpaid after the due date of the bill.
5. *Estimated Bill* means a bill rendered by the City of Belleville for water and/or sewer use that is not calculated or computed by employing an actual reading of a meter or other measuring device.
6. *In dispute* means any matter regarding a customer's City of Belleville utility service which is the subject of a pending disagreement, claim or complaint by a customer.
7. *Payment Agreement* or *Payment Arrangement* means an agreement between a customer and the City of Belleville that provides for the payment of a water or wastewater service bill over time.
8. *Service* or *Use* means the provision of or use of utility services.
9. *Settlement Agreement* means an agreement between a customer and the City of Belleville which resolves a matter in dispute between the parties.
10. *Termination* means termination of City of Belleville utility services.
11. *Utility Services* means any service that appears on the customer's utility bill.

§1.02 Discrimination Prohibited

The City of Belleville shall not discriminate against nor penalize a customer for exercising any right granted by these rules.

§1.03 Form of Proceedings

The informal procedures required by these rules shall not constitute a contested case as defined by Section 3 of Public Act No. 306 of 1969, as amended, MCL 24.203, et seq. of the Michigan Compiled Laws.

§1.04 Billing and Payment

Billing Frequency. The City of Belleville shall render monthly or bimonthly bills for water, sewer, and refuse services and for other authorized charges.

Estimated Billing.

1. The City of Belleville may estimate the bill of a customer for whom it is unable to acquire an actual reading.
2. If the City of Belleville is unable to read a meter, the City of Belleville shall undertake reasonable alternative measures to obtain an actual reading. If the customer fails to comply with such alternative measures or hinders the City of Belleville's efforts to read a meter in any way, the City of Belleville may render an Estimated Bill.

Payment of Bills

Payments are due by the "due date" indicated on a bill. A bill is delinquent if it is not paid by the due date.

Each bill for utility services shall state:

1. Beginning and ending meter readings (or estimates) of the billing period and the dates thereof.
2. Due date.
3. Previous balance.
4. Amount due for water and sewage usage.
5. Amount due for other authorized charges.
6. Total amount due.
7. Address and telephone number of the City of Belleville where a customer may initiate an inquiry or complaint regarding the bill, or the service provided.

Separate Bills. The City of Belleville shall render a separate billing for service provided at each residence or location and shall not combine two or more accounts without the written authorization of the customer.

Special Services and Partial Payment. The City of Belleville may include charges for special services on a bill for utility service. Charges for special services shall be designated separately. If partial payment is made, the City of Belleville shall first credit all payments to the oldest balance outstanding.

No Free Service. Under no circumstance will the City of Belleville provide service for free.

§1.05 Service to Leasehold Property

Bills for utility services apply to and are submitted to a property owner, whether the property is owner-occupied or leased. The City of Belleville is not and will not be party to an agreement between an owner and a tenant relative to which party (owner or tenant) is responsible for utility service bills. Such agreements are private agreements between an owner and tenant and do not affect or alter in any way a property owner's first and last responsibility for payment of utility service bills. The foregoing notwithstanding, the City of Belleville does and will comply with the provisions of Public Act 178 of 1939, MCL 123.161, et seq.

§1.06 Scope and Publication of Rules

Applicability. These procedures shall be applicable to all customer inquiries and complaints made to the City of Belleville regarding utility service and billing.

Publication of Procedures.

1. The City of Belleville shall prepare a summary that, in layman's terms, summarizes the rights and responsibilities of its customers in accordance with these rules and other applicable provisions.
2. The summary shall be displayed and be available at the City of Belleville's main administrative office, open to the public. The summary shall be available at the City of Belleville offices upon request during normal business hours.
3. The summary shall contain information concerning, but not necessarily limited to:
 - a. Billing procedures;
 - b. Methods for customers to verify billing accuracy;
 - c. Customer payment standards and procedures;
 - d. Discontinuation and reconnection of service; and,
 - e. Inquiry and complaint procedures.

Public Access to Rules and Rates. The City of Belleville shall keep on file and provide public access to a copy of these rules and a schedule of all rates for service and other charges. Upon request, the City of Belleville shall provide one (1) copy of these rules or schedules to a customer without charge.

§1.07 Termination of Service by The City of Belleville

Termination. The City of Belleville may terminate service to a customer for one or more of the following reasons:

1. Nonpayment of an undisputed delinquent account that is delinquent 90 days.
Nonpayment shall be construed to mean:
 - a. Non-payment;
 - b. A check returned “NSF” or “account closed” or otherwise not honored by a financial institution; or,
 - c. Failure to tender or pay the entire amount on a delinquent bill where no dispute or payment agreement is on file or arranged for.
2. Unauthorized interference with, diversion, or use of utility services.
3. Failure to comply with the terms and conditions of a Settlement Agreement and/or Payment Agreement.
4. Refusal to grant access to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance, or replacement.
5. Refusal to replace defective or inadequate plumbing that prevents replacement of a meter.
6. Failure to comply with the terms and conditions of the City of Belleville cross connection program.
7. Misrepresentation of identity for the purpose of obtaining utility service.
8. To protect personal or real property, including property that belongs to a customer, but the City of Belleville has no obligation or responsibility to do so.
9. Other conduct that adversely affects the safety of the customer or other persons or the integrity of the City of Belleville’s service delivery system, or billing process and procedures.
10. For reasons of health or safety or for similar reasons or emergencies.
11. For any other reason permitted by local, state, or federal law or regulation.

Termination of Service Prohibited

1. The failure of a customer to pay for concurrent service received at a separate metering point, residence, or location shall not constitute sufficient cause to discontinue service.
2. Service to any customer shall not be discontinued for nonpayment of a delinquent account if, before termination of service, a government-funded or other reputable

service agency verifies it will provide economic assistance which will pay the delinquent account in full within a reasonable amount of time.

Procedure and Notice of Termination of Service.

1. The billing clerk will run a report in for utility accounts with a delinquent balance that is 90 days past due.
2. A delinquent account notice is mailed to the resident and the owner, if the property is not owner occupied.
3. The account will be given 30 days to pay the past due amount or establish a payment arrangement that satisfies the past due amount, along with full payment of new utility billing.
4. If the required payment or payment arrangements are not made by the date on the letter, then the water is scheduled for shut-off.
 - a. If payment arrangements are made but not kept, then the water will be scheduled for shutoff.
5. The billing clerk shall print shut-off notices and work orders to be given to DPS supervisor.
6. DPS will post a notice on the door and shut off the water at the curb box. DPS will initial the work order and note the date/time of shut-off.
7. Completed work orders will be returned to the DPS Director.
8. Once the balance is paid in full, including the reconnect fee, the water can be scheduled to be turned back on. The billing clerk will provide a work order to the DPS Director to turn on the water.

Form of Notice.

Notice of termination of service shall contain the following information:

1. The name and address of the customer and the address of the service, if different.
 - a. If the property is non-owner occupied, notice shall also be sent to the owner of record via regular US Mail.
2. The reason for the proposed termination of service.
3. The date on or after which service will be terminated.
4. The right of the customer to request a Payment Agreement if the claim is for monies not in dispute and the customer is presently unable to pay in full the amount due.
5. The right of the customer to file a complaint disputing the bill before the date of the

proposed termination of service.

6. The right of the customer to request a hearing before the Belleville City Council if the complaint cannot be otherwise resolved. The hearing will take place at the next regularly scheduled City Council meeting.
7. The right of the customer to represent himself/herself or to be represented by an attorney or other person of his/her choice in the complaint process.
8. The telephone number and address of the City of Belleville where the customer may make inquiry, enter into a Payment Agreement, or file a written complaint.
9. A statement that termination of service will be postponed if a verifiable medical emergency exists in the customer's residence.
 - a. The City of Belleville shall postpone the termination of service to a residential customer for a reasonable time not in excess of twenty-one (21) days if, before the date of scheduled termination, the customer produces a physician's certificate or notice from a public health or social services official which states that termination of service will aggravate an existing medical emergency of the customer, a member of his/her family, or other permanent resident of the premises.
 - b. The certificate shall identify the medical emergency and specify the period during which discontinuation will aggravate the circumstances.
 - c. The postponement may be extended by renewal of the certificate or notice or for any other reason in the City of Belleville's sole discretion.
 - d. Any exceptions to this rule shall be approved by the Belleville City Council.
10. In no event will the City of Belleville be liable or otherwise responsible to a customer or property owner for damages or a claim that arises out of a termination of service that occurs in substantial compliance with the law and these rules.

§1.08 Customer Complaint Procedures

Disputed Bill Procedure.

1. When a customer advises the City of Belleville, in writing, prior to the date of termination of service, that all or any part of a bill is in dispute, the City of Belleville shall:
 - a. Record the date, time, and place the dispute is made.
 - b. Investigate the dispute.
 - c. Advise the customer of the results of the investigation.
 - d. Attempt to resolve the dispute informally.
 - e. Provide the opportunity for a customer to enter into a Settlement Agreement.

- f. A customer must inform the City of Belleville of a dispute in writing.

Disputed Bill Hearing. If the parties are unable to resolve the dispute informally, the City of Belleville shall afford a customer the opportunity for a hearing before the Belleville City Council. The customer must request a hearing within five (5) business days from the date that the opportunity for hearing is offered. If the customer fails to request a hearing within five (5) business days from the date the opportunity for a hearing is offered, the customer forfeits the right to a hearing.

1. If a customer requests a hearing before the Belleville City Council, the parties shall determine the following:
 - a. The hearing shall take place at the next regularly scheduled Belleville City Council meeting.
 - b. The parties shall mutually determine the amount not in dispute.
 - c. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to the City of Belleville the lesser of \$100 per billing period or 50% of the bill in dispute, per billing period, which shall represent the amount not in dispute.
 - d. Failure of the customer to pay the amount not in dispute within five (5) business days following the hearing, the City of Belleville may then terminate service, without further notice.
 - e. If the dispute is resolved in favor of the customer by hearing or otherwise, in whole or in part, any excess paid by the customer shall be refunded or credited to the customer.

Notice of Hearing.

1. The customer shall be notified of the time, date, and place of the hearing either in person, by telephone, or certified mail.
 - a. If the property is non-owner occupied, the city shall also send appropriate notice to the owner of record.
 - b. If notified by certified mail, a copy of the mailing shall be kept in a file. This includes a copy of the letter, both sides of the completed certified mailing envelope, and the receipt showing the tracking number.
 - i. The file shall also include a record of receipt by the customer, or refusal to accept.
 - c. Failure of the customer to attend the hearing without due cause or prior request for adjournment constitutes a waiver of the right to a hearing.

Hearing Procedures.

1. The hearing procedure shall include the following rights for the customer and City of Belleville:
 - a. The right to be represented by counsel or other person of their choice.

- b. The right to examine, at least two (2) business days prior to a scheduled hearing, all documents and similar material which may be relevant to the issues to be addressed at the hearing. The customer must request such a review.
 - c. The right to present evidence, testimony, and oral and written argument.
- 2. A hearing shall be held during a regularly scheduled Belleville City Council Meeting. Customers unable to attend hearings due to physical disability shall not be denied the right to a hearing due to physical disability.
 - a. Hearings shall be informal and need not be recorded or transcribed but shall follow all appropriate laws of the Michigan Open Meetings Act. All evidence relevant to the dispute shall be received and formal rules of evidence shall not apply.
 - b. At the close of the hearing, the City Council shall take the matter under advisement, or shall state their decision via motion, with support, and a roll call vote, the City Clerk shall document the outcome and provide a copy of the matter to the customer.
 - c. Prior to disposition, the City Manager may propose a settlement of some, or all matters in dispute. Acceptance of the proposed settlement by the customer and the City of Belleville is binding. Such an agreement shall be reduced to writing and signed by the customer and the City Manager.
 - d. If the Belleville City Council finds that the City of Belleville may terminate service unless the customer complies with the disposition, the City of Belleville may serve the customer or his representative with written notice that service will terminate unless compliance or payment occurs within five (5) business days.
 - e. After a hearing, the City of Belleville shall notify the customer, by first-class mail, of the hearing outcome and, if applicable, the Settlement Agreement, Payment Agreement, or Notice of Termination of Service.
 - i. If the property is non-owner-occupied, the city shall also provide notification to the property owner of record.

§1.09 Settlements and Payment Agreements

Disputed Bills. If the City of Belleville and the customer arrive at a mutually satisfactory settlement of a dispute, the City of Belleville shall offer the customer the opportunity to enter into a Settlement Agreement.

Undisputed Bills. If the customer does not dispute a bill but claims inability to pay in full, the City of Belleville, in its sole discretion, may offer the customer the opportunity to enter into a Payment Agreement.

1. A Settlement or Payment Agreement entered due to the customer's inability to pay

in full, shall provide that service will not be terminated if the customer complies with the Settlement or Payment Agreement.

2. In exercising its discretion under this rule, the City of Belleville shall consider:
 - a. Size of the delinquent account;
 - b. Customer's ability to pay;
 - c. Customer's payment history;
 - d. Time that the debt has been outstanding;
 - e. Reasons why debt has been outstanding;
 - f. Customer's performance under prior Payment of Settlement Agreements, if any; and,
 - g. Other similar and relevant factors concerning the customer and the bill(s) in question.
3. A Settlement Agreement shall set the following terms:
 - a. Payment Frequency
 - i. At no time shall the settlement agreement be broken into installments.
 - b. Payment Agreement Amount
 - i. The amount of the settlement agreement shall be clearly stated in the agreement.
 - ii. No interest or additional penalties shall be added, beyond what was mutually agreed upon by both parties.
 - c. Future Utility Service Bills
 - i. The settlement agreement shall state that future utility service bills shall be paid in concurrence with the agreement.
4. The Payment Agreement shall set the following terms:
 - a. Payment Frequency
 - i. It is recommended that the Payment Agreement schedule due dates that run with the billing due dates.
 - b. Payment Agreement Amount
 - i. Installments shall not be less than 10% of the past due amount.
 - c. Future Utility Service Bills
 - i. The Payment Agreement shall state that future utility service bills shall be paid in concurrence with the agreement.

Default of Settlement or Payment Agreement. If a customer fails to comply with the terms and conditions of a Settlement or Payment Agreement, the City of Belleville may terminate

service without additional notice.

§1.10 Termination of Service at Owner Request

Termination. Subject to the requirements of these rules, a property owner may terminate service at any time by filing a request for termination with the City of Belleville.

1. Requests for termination of service shall contain:
 - a. The name and address of the customer and the address of service, if different; and,
 - b. The date requested for termination of service.
2. Termination of service at an occupied leasehold property may be in violation of Michigan statutes and law governing landlord and tenant relationships. The City of Belleville is not responsible, nor will the City of Belleville be held liable for any adverse effect or claim, from a landlord or tenant, arising from such a termination of service. The City of Belleville reserves the right to not terminate service at any occupied dwelling or other site and in no event will service be terminated at an occupied dwelling without a notice posted at the dwelling.

§1.11 Restoration of Service

1. After service has been terminated, the City of Belleville shall restore service, during normal business hours, upon the customer's request, when the cause for termination of service has been cured.
2. The City of Belleville may charge a customer a fee for restoration of service,
 - a. The city shall establish a fee for restoration of service by resolution at their final meeting before the end of the current fiscal year for the following fiscal year.
3. A customer or his authorized representative must be present at the premises when service is restored. In all cases, this person must be an adult over the age of 18.
4. Service will not be restored when a past balance remains due.
5. Service will not be restored if the main valve or other portion of the system for which a customer is responsible is out of order, damaged or nonfunctioning.

§1.12 Other Remedies

Legal Remedies Allowed. Nothing in these rules shall be construed to prevent a party from pursuing appropriate legal and equitable remedies at any time after a hearing provided for in these rules. In no event, however, will the City of Belleville be prevented from terminating service under these rules, except by court order that prohibits the City of Belleville from terminating service.

§1.13 Service of Notices

Service on Individuals. Notices under these rules, unless otherwise stated, shall be made by first-class mail to a customer or his/her appointed guardian or conservator, or authorized representative.

Corporations. Notices under these rules to a partnership, corporation, limited liability company, or any other business entity, unless otherwise stated, shall be made by first-class mail to the entity's address on file at the City of Belleville or the entity's address registered with the State of Michigan, County of Wayne, City of Belleville, or any other municipality.

CHECK REGISTER FOR CITY OF BELLEVILLE

CHECK DATE 03/19/2024 - 04/01/2024

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank CHA2 CHASE NEW ACCOUNT					
03/28/2024	443(E)	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	Remittance Check	13,333.06
03/28/2024	444(E)	VANTAGEPOINT TRANSFER AGENT	VANTAGEPOINT TRANSFER AGENT	Remittance Check	272.00
03/28/2024	445(E)	MERS	MERS	Remittance Check	1,369.48
03/28/2024	446(E)	STATE OF MICHIGAN	STATE OF MICHIGAN	Remittance Check	2,039.28
03/28/2024	447(A)	BV VOLUNTEER FIREFIGHTERS	BV VOLUNTEER FIREFIGHTERS	Remittance Check	119.97
03/28/2024	448(E)	BLUE CARE NETWORK	BLUE CARE NETWORK	EMPLOYEE INSURANCE 4/1/2024 - 4/30/2024	22,260.10
03/28/2024	451(E)	COMCAST	COMCAST	CITY HALL PHONE BILL MAR 21, 24 - APRIL	459.22
03/28/2024	452(E)	MUNICIPAL EMPLOYEES RETIREMEN	MUNICIPAL EMPLOYEES RETIREMEN	CONTRIBUTIONS FOR FEB 2024	36,251.33
03/28/2024	454(E)	WEX BANK	WEX BANK	CITY VEHICLES FUEL COST	1,721.42
03/28/2024	455(E)	GREAT LAKES WATER AUTHORITY	GREAT LAKES WATER AUTHORITY	CITY WATER BILL FEB 1 TO MARCH 1, 2024	29,976.63
03/28/2024	456(E)	PLANTE & MORAN PLLC	PLANTE & MORAN PLLC	ACCOUNTING SERVICES RENDERED THRU MARCH	5,762.00
03/28/2024	457(E)	PRINCIPAL LIFE	PRINCIPAL LIFE	LIFE INSURANCE - APRIL 2024	1,291.88
03/28/2024	7270	MISSION SQUARE	MISSION SQUARE	Remittance Check	182.97
03/28/2024	7271	A DESIGN LINE EMBROIDERY	A DESIGN LINE EMBROIDERY	FD - SUPPLIES AND MAINT	300.87
03/28/2024	7272	APPLIED CONCEPTS, INC.	APPLIED CONCEPTS, INC.	PD - SUPPLIES AND MAINT	302.70
03/28/2024	7273	B&R JANITORIAL SUPPLY	B&R JANITORIAL SUPPLY	FD - SUPPLIES	203.48
			B&R JANITORIAL SUPPLY	CITY HALL SUPPLIES MARCH 2024	178.03
					381.51
03/28/2024	7274	BELLEVILLE AREA DISTRICT LIBR	BELLEVILLE AREA DISTRICT LIBR	WX23 TAX DISBURSEMENT	11,553.35
03/28/2024	7275	BELLEVILLE AREA INDEPENDENT	BELLEVILLE AREA INDEPENDENT	ADVERTISING & COUNCIL MEETING	175.00
03/28/2024	7276	BELLEVILLE/CANTON HEATING & A	BELLEVILLE/CANTON HEATING & A	CITY HALL- TRANSFORMER FOR BOILER REPLA	489.00
03/28/2024	7277	CADILLAC ASPHALT LLC	CADILLAC ASPHALT LLC	1/2 WINTER MAINT & 1/2 WATER MAINT	893.70
03/28/2024	7278	CITY OF BELLEVILLE	CITY OF BELLEVILLE	WATER BILLS - 12.11.23 TO 2.10.24	315.46
03/28/2024	7279	CRAWFORD DOOR SALES & SERVICE	CRAWFORD DOOR SALES & SERVICE	CITY HALL - TRIP CHARGE. NO LABOR HAS	112.50
03/28/2024	7280	CUMMINGS, MCCLOREY, DAVIS & A	CUMMINGS, MCCLOREY, DAVIS & A	LEGAL SERVICES - FEB 2024	1,995.00
03/28/2024	7281	DTE ENERGY	DTE ENERGY	132 HIGH ST	61.30
			DTE ENERGY	190 HIGH	46.28
			DTE ENERGY	6 MAIN 9100 067 6536 6	868.02
					975.60
03/28/2024	7282	GARDEN FANTASY ON MAIN	GARDEN FANTASY ON MAIN	FUNERAL ARRANGEMENT - SHELIA BRANHAM	60.00
03/28/2024	7283	J. P. COOKE CO.	J. P. COOKE CO.	DOG TAGS EXPIRES 6-30-2025	118.65
03/28/2024	7284	JUDITH JORDAN	JUDITH JORDAN	BOARD OF REVIEW 3 5 2024 AND 3 12 2024	100.00
03/28/2024	7285	KONICA MINOLTA BUSINESS SOLUT	KONICA MINOLTA BUSINESS SOLUT	MONTHLY MAINTENANCE FEES - POLICE DEPT	20.59
03/28/2024	7286	MANS LUMBER & MILLWORK	MANS LUMBER & MILLWORK	CITY BUILDINGS - SUPPLIES AND MAINT	47.99
03/28/2024	7287	MICHIGAN AMMO LLC	MICHIGAN AMMO LLC	AMMO FOR PD	915.00
03/28/2024	7288	MISSION SQUARE	MISSION SQUARE	02/26/2024 - 3/10/2024	272.00
03/28/2024	7289	MISTER MAT RENTAL	MISTER MAT RENTAL	CITY HALL MAT RENTAL MARCH 2024	40.00
03/28/2024	7290	MOWBRAY, DENNIS	MOWBRAY, DENNIS	INSPECTION PAY	120.00
03/28/2024	7291	MR. MUFFLER	MR. MUFFLER	OIL CHANGE VEH # 218	50.00
			MR. MUFFLER	OIL CHANGE VEH # 218A	50.00
			MR. MUFFLER	OIL CHANGE - VEH # 221	50.00
			MR. MUFFLER	OIL CHANGE - VEH # 223	50.00
					200.00
03/28/2024	7292	OSBORNE CONCRETE COMPANY	OSBORNE CONCRETE COMPANY	WATER- SUPPLIES/MAINTENANCE	190.01
03/28/2024	7293	PRIEST RANDOLPH	PRIEST RANDOLPH	BOARD OF REVIEW 3 5 2024 AND 3 12 2024	100.00

CHECK REGISTER FOR CITY OF BELLEVILLE

CHECK DATE 03/19/2024 - 04/01/2024

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank CHA2 CHASE NEW ACCOUNT					
03/28/2024	7294	PRIORITY ONE EMERGENCY	PRIORITY ONE EMERGENCY	FD- SUPPLIES AND MAINT	39.99
			PRIORITY ONE EMERGENCY	FD	115.99
			PRIORITY ONE EMERGENCY	FD	115.99
			PRIORITY ONE EMERGENCY	PD - UNIFORM	70.99
			PRIORITY ONE EMERGENCY	PD - UNIFORM	447.93
					790.89
03/28/2024	7295	QUILL CORPORATION	QUILL CORPORATION	PD - SUPPLIES AND MAINT	79.35
03/28/2024	7296	RODRIGUEZ HANNAH	RODRIGUEZ HANNAH	BOARD OF REVIEW 3 5 2024 AND 3 12 2024	100.00
03/28/2024	7297	SNIDER ELECTRIC LLC	SNIDER ELECTRIC LLC	DDA - ELECTRICAL REPAIRS	541.00
03/28/2024	7298	SUMPTER ACE HARDWARE	SUMPTER ACE HARDWARE	PD - SUPPLIES AND MAINT	14.92
			SUMPTER ACE HARDWARE	WATER SUPPLIES/MAINTENANCE	71.99
			SUMPTER ACE HARDWARE	WATER MAINT MARCH 2024	12.59
			SUMPTER ACE HARDWARE	CITY HALL SUPPLIES/MAINTENANCE	68.26
			SUMPTER ACE HARDWARE	WATER MAINT MARCH 2024	32.38
			SUMPTER ACE HARDWARE	WATER MAINT MARCH 2024	(3.60)
					196.54
03/28/2024	7299	THE SENIOR ALLIANCE	THE SENIOR ALLIANCE	FY 2024 COMM MATCH FOR AREA AGENCY	457.00
03/28/2024	7300	VC3, INC	VC3, INC	COMPUTER SOFTWARE/HARDWARE	2,080.00
03/28/2024	7301	VERIZON WIRELESS	VERIZON WIRELESS	DPW - CELLPHONE BILLS	206.24
03/28/2024	7302	VIRTUAL ACADEMY	VIRTUAL ACADEMY	PD - VIRTUAL ACADEMY TRAINING	550.00
03/28/2024	7303	WATT JOSEPH	WATT JOSEPH	INSPECTOR FEB & MARCH 2024	600.00
03/28/2024	7304	WAYNE COUNTY ACC RECE	WAYNE COUNTY ACC RECE	TRAFFIC SIG ENERGY FEB 2024	360.65
			WAYNE COUNTY ACC RECE	TRAFFIC SIG ENERGY MARCH 2024	372.76
					733.41
03/28/2024	7305	WCA ASSESSING	WCA ASSESSING	APPRAISAL SERVICES APRIL 2024	2,502.03
03/28/2024	7306	ZARB, BERNARD	ZARB, BERNARD	INSPECTOR PAY	80.00
CHA2 TOTALS:					
Total of 49 Checks:					143,634.73
Less 0 Void Checks:					0.00
Total of 49 Disbursements:					143,634.73
Bank DDA Downtown Development Authority					
03/27/2024	2290	MCPHEE, RICK	MCPHEE, RICK	LAND CONTRACT	5,311.05
DDA TOTALS:					
Total of 1 Checks:					5,311.05
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					5,311.05
REPORT TOTALS:					
Total of 50 Checks:					148,945.78
Less 0 Void Checks:					0.00
Total of 50 Disbursements:					148,945.78

City of Belleville
EXPENDITURES IN EXCESS OF \$500

City Charter Section 15.8 requires Council approval of all purchases in excess of \$500.00 and not in excess of \$5000.00. Use this cover sheet for each purchase subject to this provision, and attach supporting documentation.

Vendor: *SNIDER ELECTRIC* Amount: \$ *541.00*

Purpose: *REPAIR DAMAGED STREET LIGHT*



☐
☐
☐
☒
☐

This request is for Council approval prior to purchase:

This purchase was previously approved by Council:

This purchase is part of a bid approved by Council:

This purchase was budgeted: *D.D.A MAINT.*

This purchase was for an emergency:



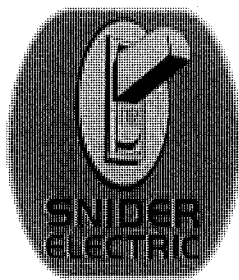
☐

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:

Snider Electric, LLC
7130 Rawsonville Rd
Belleville, MI 48111
+1 7342600113
office@sniderelectricllc.com



Invoice

BILL TO
City of Belleville
6 Main St
Belleville, MI 48111

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
12042297	01/25/2024	\$541.00	02/04/2024	Net 10	

P.O. NUMBER
2024 Accident

JOB ADDRESS
35 Main St

DESCRIPTION	AMOUNT
Provided labor and material to complete the following: 1/5/2023: Replaced glass and bulb on pole between mini mart and Carol Moynihan DDS after pole was hit Labor: Material: Flat fee - Applied on Mar 6, 2024	 215.00 311.00 15.00

Thank you for your business!

BALANCE DUE

\$541.00

R. R. D.D. MAINT.

A late fee of \$15 will be added to all invoices 30 days after due date.
Now accepting Visa, Master Card, Discover and American Express - 3% will be added to the bill if paid with credit card.