

**CITY OF BELLEVILLE
REGULAR CITY COUNCIL MEETING
AGENDA
Monday, May 2, 2022 - 7:30 pm
VIA ZOOM TELECONFERENCE**

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 attending in-person should be advised, current Covid-19 protocol for City Hall requires all attendees to complete a simple Covid-19 health screening form. All persons who have not been vaccinated for Covid -19 are required to wear a mask while in City Hall. This meeting is also available via Zoom, information listed below.

Join Zoom Meeting

<https://us02web.zoom.us/j/82249413752?pwd=U1ZiWVRwYnpUNXVzQU9BV3lrVFd0dz09>

Meeting ID: 822 4941 3752

Passcode: 026388

One tap mobile

+13126266799,,82249413752#,,,,*026388# US (Chicago)

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Dial by your location

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+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 822 4941 3752

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Find your local number: <https://us02web.zoom.us/j/82249413752?pwd=U1ZiWVRwYnpUNXVzQU9BV3lrVFd0dz09>

- 1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE**
- 2. ROLL CALL**
- 3. PRESENTATIONS & CITIZENS COMMENTS**
 - A. Presentations
 - B. Council Follow Up List
 - C. Citizens Comments on Non-Agenda Items
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES**
 - A. April 18, 2022 Regular Meeting of the City Council
- 6. PUBLIC HEARING**

- 7. INTRODUCTION OF ORDINANCES**
- 8. GENERAL BUSINESS DISCUSSION**
 - A. Special Event Application-Boy Scout Fundraiser
 - B. Plante Moran-Fees for Service
 - C. Sanitation Fund-Rates
- 9. ACCOUNTS PAYABLE AND 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**

**CITY OF BELLEVILLE
REGULAR CITY COUNCIL MEETING MINUTES
Monday, April 18, 2022 - 7:30 pm
VIA ZOOM TELECONFERENCE**

The regular meeting of the City Council was held via a hybrid of in-person and virtual access through ZOOM. Those attending in-person were required to complete a Covid-19 health screening form. All persons who had not been vaccinated for Covid-19 were required to wear a mask while in City Hall.

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

1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

2. ROLL CALL

Council Member Bates	Present
Council Member Henry	Present
Council Member Jones	Present
Mayor Pro-Tem Voigt	Present
Mayor Conley	Absent

3. APPOINTMENTS, PRESENTATIONS & CITIZENS COMMENTS

A. Presentations

1) None

B. Council Follow Up List

1) Council Member Bates inquired as to where the city stands with the production of the signage for the BORA DORA district.

C. Citizen Comments on Non-Agenda Items

1) None

4. APPROVAL OF AGENDA

MOTION: Motion by Bates, supported by Jones to approve the agenda as presented.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Henry	Aye
	Council Member Jones	Aye
	Mayor Pro-Tem Voigt	Aye

Motion Carried.

5. APPROVAL OF MINUTES

A. April 4, 2022, Regular Meeting of the City Council

MOTION: Motion by Jones, supported by Bates to approve the Minutes of the Regular City Council Meeting held on Monday, April 4, 2022.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Henry	Aye
	Council Member Jones	Aye
	Mayor Pro-Tem Voigt	Aye

Motion Carried.

B. April 11, 2022, Special Meeting of the City Council

MOTION: Motion by Jones, supported by Bates to approve the Minutes of the Special City Council Meeting – Departmental Budget Study Session held on Monday, April 11, 2022.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Henry	Aye
	Council Member Jones	Aye
	Mayor Pro-Tem Voigt	Aye

Motion Carried.

6. PUBLIC HEARINGS

A. None.

7. INTRODUCTION OF ORDINANCES

A. None.

8. GENERAL BUSINESS DISCUSSION

A) Special Event Application – Wedding at Horizon Park

MOTION: Motion by Bates, supported by Henry to approve **Resolution # 22-0035** authorizing Cindy Lunsford to decorate the pavilion and hold her wedding ceremony at Horizon Park on September 10, 2022.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Jones	Aye
	Council Member Henry	Aye
	Mayor Pro-Tem Voigt	Aye

Motion Carried.

B) Special Event Application – VFW & PLAV Memorial Day Program

MOTION: Motion by Bates, supported by Jones to approve **Resolution # 22-036** authorizing the VFW Post 4434 and PLAV Post 167 to hold their Memorial Day Program at the Veteran's Memorial on High St. on May 30, 2022, at 11 a.m.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Jones	Aye
	Council Member Henry	Aye
	Mayor Pro-Tem Voigt	Aye

Motion Carried.

C) DPW Work Logs

1. Deputy City Manager McLean provided an update on the progress with the daily work logs implemented for the Department of Public Works, stating that the system seems to be working and is a great tool to track the workers' time.

9. **ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES**

MOTION: Motion by Bates, supported by Henry to approve **Resolution #22-034** authorizing Accounts Payable and Departmental Expenditures as presented.

ROLL CALL VOTE:	Council Member Henry	Aye
	Council Member Bates	Aye
	Council Member Jones	Aye
	Mayor Pro-Tem Voigt	Aye

Motion Carried.

10. **CITY MANAGER COMMENTS**

- City Manager Robinson stated that he will be sending the Council Members an email tomorrow, providing them with city domain based email addresses and passwords to access them.
- Said that the Flop E Bunny event held on April 16th was a huge success, and the weather was great.

11. **CITY COUNCIL MEMBER COMMENTS**

- Council Member Bates
 - Appreciates the utilization of the DPW work logs, and realizes the time and effort it takes to implement new projects such as this.
- Council Member Henry
 - No comments.
- Council Member Jones

- Thanked everyone who attended Flop E Bunny, as it was a huge success.

12. MAYOR'S COMMENTS

- Mayor Pro-Tem Voigt commented that he is pleased with the progress that the city is making in many areas.

13. CITIZENS COMMENTS

- None.

14. ACTION ITEMS FOR NEXT REGULARLY SCHEDULED MEETING

- Mayor Pro-Tem Voigt stated that he would like to see consideration of Pastor White of Grace Baptist Church's request to have the BORA DORA district boundaries altered.

15. ADJOURNMENT

MOTION: Motion by Bates, supported by Jones to adjourn at 7:56 p.m.
No objections were noted.

Motion Carried.

Briana Hootman, City Clerk

Approved: 4/18/22

Posted: 4/19/22

Published: 4/21/22

Belleville Special Event Application



Name/Type of Event	Boy Scout Troop 793 Flower Sale
Organization Name of Event Sponsor	Boy Scout Troop 793
Type of sponsoring organization	Youth
Organization Website Address	
Complete Address of Organization (PO Box is not acceptable)	44170 Bemis Rd, Van Buren Twp., MI 48111
Responsible Individual	Carl Cornell
Complete address of Responsible Individual (PO Box is not acceptable)	9176 Celestine Dr., Van Buren Twp., MI 48111
24-hour emergency telephone number	734 674 4293
Cellular Phone Number	734 674 4293
Email Address	carl.corn@yaho.com
Driver's License Number and Date of Birth	C 654 108 887 376 5/18/1972
Alternate Responsible Individual	Ashley Daggett
Complete address of Alternate Responsible Individual (PO Box is not acceptable)	10665 Brian Ct., Willis, MI 48191
Telephone Number	(517) 612-7424
Cellular Phone Number	(517) 612-7424
Email Address	arikal0709@gmail.com
Driver's License Number and Date of Birth	
Schedule & Location	
Date(s) of Event (including Set-Up and Tear-Down)	May 8, 2022 8:00 am - 3:00 pm
Actual operational dates and hours of event	9:00 am - 2:00 pm
Beginning Time of Event (including Set-Up time)	8:00 am
Ending Time of Event (including Tear-Down time)	2:00 pm
Location(s) of Event	4th St. Square
**Please Note: Emergency lanes for public safety access must be available at all times.	
Event Description	
Describe the purpose of this event	Fundraiser for youth group.
Activities associated with event i.e. parade, vendors, concert, etc. (Attach additional documentation if necessary)	Flower sales (by our group only)
Are there any unusual activities planned or anticipated as a result of this event i.e. large groups of people, protests, gun salutes, fireworks, etc?	No

Belleville Special Event Application



Funding

How will this event be funded?	It is a fundraiser
Who will be compensated for goods or services that support this event?	N/A
Will the City be reimbursed for services rendered?	YES ☒ NO ☐ No services required
Have you applied for and been granted an insurance policy for this event? Please attach a copy of the policy.	YES ☒ NO ☐ BSA events are covered by the BSA.

Public Safety / Public Services

Approximate number of participants expected.	75
What is the plan for parking?	Street + lot
How will this event be staffed / supervised?	Group leaders will supervise
Will event require Police, Fire, EMS services?	YES ☒ NO ☐
If this is a multi-day event, please describe how goods / supplies that may be left on site overnight will be stored and secured.	Single day
Describe in detail your plans to meet social distancing requirements and disinfection practices. (Attach additional documentation if necessary)	Event is outside
Will event require City street closures? If yes, please attach a map clearly indicating which streets will be closed and when.	YES ☒ NO ☐
Will event require utilization of barricades, traffic cones, or caution tape? If yes, please identify how it will be set up, taken down, maintained and returned to the City. (Attach additional documentation if necessary)	YES ☒ NO ☐
Describe signage to be used for event. Include dates that signs will be put up and taken down, size and location of signage. (Attach additional documentation if necessary)	Single easel sign
Refer to Sign Ordinance for details regarding allowable type(s) and permissible location(s) of signs	
Describe the plan for rubbish collection and removal. (Attach additional documentation if necessary)	Scouts will clean up any mess

Belleville Special Event Application



Public Safety / Public Services (continued)	
Will food be available / sold at event? If yes, describe by whom.	_____ YES <u>X</u> _____ NO
Will alcoholic beverages be available / sold at event? If yes, describe by whom.	_____ YES <u>X</u> _____ NO
Please describe your plan for meeting State Law and all requirements for sale and service of food and alcoholic beverages. (Attach additional documentation if necessary)	N/A
**Please Note: Special permission and permit is required	
List Attachments:	
1	
2	
3	
4	
5	
Action	Signature / date
Preliminary Approval from City Manager	
Preliminary Approval from DPS Director	
Preliminary Approval from Police Chief	
Preliminary Approval from Fire Chief	
Presented to City Council	
Amendments to application if any	
1	
2	
3	
4	
5	
Action	Signature / date
FINAL APPROVAL	



Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

March 30, 2022

Mr. David Robinson
City of Belleville
6 Main Street
Belleville, MI 48111

Dear Dave:

We continue to be complimented by your selection of Plante & Moran, PLLC ("PM") to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services PM will provide to City of Belleville ("Client").

Scope of Services

We will continue to provide financial and accounting assistance at your discretion. Our work product will be in the form of preparing and reviewing financial schedules and analysis created under the direction and supervision of the City Manager. Our consulting services will be provided to assist you in connection with accounting and finance related tasks. These tasks will include, but are not limited to:

- Bank reconciliations
- Maintenance of general ledger accounting
- Monthly review of budget to actual results
- Current property tax collection and disbursement activity, including reconciliation to the general ledger
- Assist with property tax settlement with Wayne County
- Preparation of recommended annual budget, including departmental meetings and council meetings
- Audit preparation and facilitation
- Preparation of annual reports for the State of Michigan
- Other accounting and financial related tasks as requested

This scope of services is consistent with the services we have provided to Belleville over the last several years.

We estimate this level of service will continue to be provided to the City of Belleville by our financial specialists in approximately 16 hours per week through most of the year, with additional time required during busier times of the year such as during budget or audit preparation. Senior Manager or Partner time available as needed for Council meetings or other advisory services.

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, or handling cash in any way.

We expect our work will be performed both remotely and in person. Meetings and presentations will be conducted using Zoom or Microsoft Teams. For procedures that are necessary to be performed onsite, we will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions. While working remotely, we will rely on the City of Belleville to provide any electronic documents we require, and remote access to the general ledger and other electronic systems.

Fees and Payment Terms

In previous years, our fee for services rendered has been a fixed monthly fee with an additional fee of \$15,000 during audit preparation season. We have recently discontinued fixed fee arrangements for these services and will bill the City on a per hour basis going forward (effective July 1, 2022).

In recognition of our long-standing relationship with the City of Belleville, we have agreed to forego our standard hourly rates by role (Partner, Manager, etc...). Instead, we will bill the City for all of our accounting service time at the significantly discounted blended hourly rate of \$130 per hour, subject to the terms and conditions of the accompanying Professional Services Agreement.

We estimate the impact to the City's overall fee in FY23 will be as follows:

<u>Fund</u>	<u>Account</u>	<u>%</u>	<u>FY 22</u>	<u>FY 23</u>	<u>Increase</u>
GENERAL	101-210-803.000	47.00%	\$ 49,423.32	\$ 58,045.00	\$ 8,621.68
DDA	101-443-803.000	3.00%	\$ 3,154.68	\$ 3,705.00	\$ 550.32
MAJOR STREETS	202-204-803.000	6.00%	\$ 6,309.36	\$ 7,410.00	\$ 1,100.64
LOCAL STREETS	203-204-803.000	6.00%	\$ 6,309.36	\$ 7,410.00	\$ 1,100.64
CEMETERY	209-204-803.000	2.00%	\$ 2,103.12	\$ 2,470.00	\$ 366.88
BUILDING DEPT	249-204-803.000	6.00%	\$ 6,309.36	\$ 7,410.00	\$ 1,100.64
WATER/SEWER	592-541-803.000	30.00%	\$ 31,546.80	\$ 37,050.00	\$ 5,503.20
TOTAL		100.00%	\$105,156.00	\$123,500.00	\$18,344.00

The blended hourly rate listed above will increase three percent on July 1, 2023 and annually thereafter should you continue to utilize this service.

Any other projects or consulting services in addition to the ones noted above, such as employee benefit consulting, facilities analysis, etc... may be requested by City management. Fees for those additional services will be negotiated and included in a separate engagement letter.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

Mr. David Robinson
City of Belleville

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March 30, 2022

For your convenience, payments can be made via domestic wire or ACH to the following account:

Domestic Wire

Bank of America
100 West 33rd Street
New York, NY 10001
Account No. 9890996003
Routing/ABA No. 026009593
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 400
Southfield, MI 48075

ACH

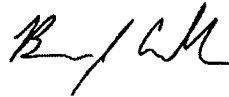
Bank of America
1401 Elm Street 2nd Floor
Dallas TX 75202
Account No. 9890996003
Routing/ABA No. 071000039
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 400
Southfield, MI 48075

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Brian J. Camiller, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively "Agreement"), which set forth the entire agreement between City of Belleville and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Belleville

David Robinson

Date

Title

plante
moran

Professional Services Agreement – Temporary Finance Assistance Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our temporary finance assistance services dated March 30, 2022 between Plante & Moran, PLLC (referred to herein as "PM") and City of Belleville (referred to herein as "Client").

1. **Management Responsibilities** – The temporary finance services PM will provide are advisory in nature. While providing these services, PM will have no authority or responsibility for any management decisions or management functions. Further, Client acknowledges that Client is solely responsible for all such management decisions and management functions. Client will also be responsible for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services. Client has designated David Robinson to oversee the services PM will provide.

Client is responsible for the design, implementation, and maintenance of internal controls, including monitoring ongoing activities in connection with our engagement.

PM accepts no responsibility as a responsible party for the payment of taxes of any nature, including, but not limited to income, withholding, sales, excess of other taxes assessed at the Federal, State or local levels that may be owed or otherwise arise.

Client represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). Client shall not disclose personal data of data subjects ("Personal Data") who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Review and Supervision** – Client understands and acknowledges that all PM staff assigned to this project are working solely at Client's direction and agree that all work performed will be subject to the same supervision, review and approval practices that Client undertakes with its own staff. It is understood that, in accordance with the terms of this Agreement, the work of PM staff assigned to this project will not be reviewed by any other person at PM. Client is solely responsible for supervision, review and approval of the work performed, including review and approval of any journal entries prepared by PM staff prior to posting.
3. **Nature and Limitations of Services** – PM's project activities will be based on information and records provided by Client. PM will rely on such underlying information and records and PM's project activities will not include audit or verification of the information and records provided to PM in connection with PM's project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client's internal controls. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform Client of any such matters that come to PM's attention.

4. **Project Deliverables** – At the conclusion of PM's project activities and periodically as the project progresses, PM will review the results of the project work with Client and provide Client with any observations related to PM's services that PM believes warrant Client's attention. PM also will provide Client with copies of analyses, tax filings, or other materials that PM may develop in the course of this engagement upon Client's request. PM will not issue a written report as a result of this engagement and Client agrees that the nature and extent of the work product that PM will provide, as outlined in this Agreement, are sufficient for Client's purposes.
5. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards,

Professional Services Agreement – Temporary Finance Assistance

Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Because the work performed under this Agreement is subject solely to Client's review and supervision, we do not expect that we will need to retain detailed workpapers supporting our work. Workpapers and documentation created will become part of Client's accounting records. If, however, we conclude to retain copies of such workpapers or documentation, such workpapers retained in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

6. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this Agreement are completed.
7. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on responsibilities under the scope of services. PM's services frequently depend upon the availability and cooperation of those Client personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's estimates, the estimated fees will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information or assistance necessary for the engagement, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of the work. Because rescheduling work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for additional time PM incurs as a result of rescheduling its work. PM will endeavor to advise Client in the event any circumstances occur which would require PM's work to be rescheduled. However it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

8. **Payment Terms** – PM invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

Professional Services Agreement – Temporary Finance Assistance

9. **Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
10. **Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
11. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Client agrees to limit the liability of PM or any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of PM and/or the PM Persons to Client shall not exceed the total fees paid by Client to PM for the services provided in connection with this Agreement. Client and PM agree that these limitations on PM's maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Client's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall PM be liable to Client, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Client agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this Agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Client shall be limited to no more than the total amount of fees paid by Client for the particular phase of services alleged to have given rise to any such liability.
12. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
13. **Termination of Engagement** – This Agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. Client will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
14. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
15. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
16. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

Professional Services Agreement – Temporary Finance Assistance

17. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, Client agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities
18. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent acceptance of this engagement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
19. **Agreement Not to Influence** – Client and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Client agrees that PM employees are not "contract for hire." PM may release Client from these restrictions if Client agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.
20. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
21. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this Agreement transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
22. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement –Temporary Finance Assistance Services



TO: City Council
FROM: Tim McLean, Deputy City Manager/DDA Director
DATE: April 28, 2022
RE: Sanitation Fund-Update

The Sanitation Fund (226) is intended to cover the costs for refuse and recycling services provided by Republic Services. Similar to the Water/Sewer Fund, the Sanitation Fund is intended to function as an enterprise fund (self-sustaining). Since Fiscal Year 2019-20, the expenditures for the Sanitation Fund have exceeded revenues. For the past three years, the shortfall in the Sanitation Fund has been made up from fund balance. As Fiscal Year 2021-22 comes to an end, the fund balance in the Sanitation Fund will have fallen to less than 1%. Based on current projections of revenue and expenses for Fiscal Year 2022-23, fund balance will be all used up and the Sanitation Fund will have a deficit of \$48,311.69.

There are two options to address the shortfall in the Sanitation Fund. The first option, which Administration is not recommending, would be to transfer funds from the General Fund to cover the deficit. If the budget shortfall is covered by the General Fund, the Sanitation Fund would cease to be an enterprise fund. Option two is to adjust the user fees charged to residents for service for the Sanitation Fund to eliminate the shortfall. The current rate charged to residents for sanitation services has not been adjusted since November 1, 2011.

Accountant Kelly Howey has prepared an analysis of the Sanitation Fund and recommended City rates to reflect Republic price increases. These recommended rate adjustments will sustain the Sanitation Fund as a true enterprise fund.

ATTACHMENTS:

Sanitation Fund Analysis

Republic Services Pricing & City Rates

City of Belleville

Sanitation Fund Analysis

- The Sanitation Fund is funded by user fees, which are estimated to be \$203,000 for the 22-23 fiscal year at the current monthly user rate of \$15.30.
- The monthly user rate hasn't increased since 11/1/2011.
- The Sanitation Fund expenditures include: payments to the contractor; DPW time; and administrative time related to billing users, postage, collection and recording of user fees, payment of contractor invoices, negotiation of contractor contract, and time spent with residents on sanitation related issues.
- The Sanitation Fund expenditures are estimated to be \$275,000 for the 22-23 fiscal year.
- A monthly user rate increase of 35.5% would allow the Sanitation Fund to break even. This increase would bring the monthly user rate to \$20.73.
($\$203,000 \text{ current revenue} \times 35.5\% \text{ increase} = \$275,000$)
- Monthly user rates would need to increase by the annual percentage increase paid to the contractor for the Sanitation Fund to break even on an annual basis. (3% per current contract)

REPUBLIC SERVICES PRICING & CITY RATES

PRICING YEARS	REPUBLIC		CITY RATE	
	REPUBLIC PRICING	PRICE INCREASE	CITY RATE	REFLECTIVE OF REPUBLIC PRICE INCREASES
11/1/09 TO 10/31/10	\$ 11.88		\$ 14.85	
11/1/10 TO 10/31/11	\$ 12.36	4%	\$ 14.85	
11/1/11 TO 10/31/12	\$ 12.85	4%	\$ 15.30	\$ 15.30
11/1/12 TO 10/31/13	\$ 13.36	4%	\$ 15.30	\$ 15.91
11/1/13 TO 10/31/14	\$ 13.90	4%	\$ 15.30	\$ 16.55
11/1/14 TO 10/31/15	\$ 11.49	-17%	\$ 15.30	\$ 13.68
11/1/15 TO 10/31/16	\$ 11.72	2%	\$ 15.30	\$ 13.95
11/1/16 TO 10/31/17	\$ 11.95	2%	\$ 15.30	\$ 14.23
11/1/17 TO 10/31/18	\$ 12.19	2%	\$ 15.30	\$ 14.51
11/1/18 TO 10/31/19	\$ 12.43	2%	\$ 15.30	\$ 14.80
11/1/19 TO 10/31/20	\$ 14.85	19%	\$ 15.30	\$ 17.68
11/1/20 TO 10/31/21	\$ 15.30	3%	\$ 15.30	\$ 18.22
11/1/21 TO 10/31/22	\$ 15.75	3%	\$ 15.30	\$ 18.75
11/1/22 TO 10/31/23	\$ 16.22	3%	\$ 15.30	\$ 19.31
11/1/23 TO 10/31/24	\$ 16.71	3%	\$ 15.30	\$ 19.90

**CITY OF BELLEVILLE
RESOLUTION NO. 22-037**

RESOLUTION TO APPROVE DEPARTMENTAL EXPENDITURES

WHEREAS, per City Charter, Chapter XV, Section 15.8, purchases in excess of five hundred dollars must be approved by Council, and

WHEREAS, City Council approves accounts payable.

NOW THEREFORE, BE IT RESOLVED that the Council of Belleville hereby approves accounts payable in the amount of \$85,789.35 and the following departmental purchases in excess of \$500:

Vendor	Department	Amount	Description

MOTION:	SECOND:

AYES:	NAYS:	ABSENT:	VOTE:

Briana Hootman
Clerk/Treasurer

Kerreen Conley
Mayor

Agenda Date: May 2, 2022

ACCOUNTS PAYABLE EXPENDITURES
COUNCIL MEETING ON
MAY 2 2022

DATE	AMOUNT	DESCRIPTION	G. TOTAL
5/2/2022	\$57,985.73	EFT	\$57,985.73
5/2/2022	\$27,803.62	CHECKS	\$27,803.62
GRAND TOTAL			\$ 85,789.35

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount	Statu
Bank CHA2 CHASE NEW ACCOUNT								
04/28/2022	CHA2	176(E)	1231	BLDE CARE NETWORK	BLDE CARE NETWORK	EMPLOYEE INSURANCE 5/1/2022 - 5/	20,365.15	Open
04/28/2022	CHA2	177(E)	2545	COMCAST	COMCAST	CITY HALL PHONE BILL (APRIL 21,	437.97	Open
04/28/2022	CHA2	178(E)	0147	MUNICIPAL EMPLOYEES RET	MUNICIPAL EMPLOYEES RET	CONTRIBUTIONS FOR FEB 2022	34,250.68	Open
04/28/2022	CHA2	179(E)	0496	PRINCIPAL LIFE	PRINCIPAL LIFE	LIFE INSURANCE - MAY 2022	1,222.14	Open
04/28/2022	CHA2	180(E)	4303	TEINET WORLDWIDE	TEINET WORLDWIDE	TELEPHONE SERVICES	1,709.79	Open

CHA2 TOTALS:

Total of 5 Checks: 57,985.73

Less 0 Void Checks: 0.00

Total of 5 Disbursements: 57,985.73

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount	Stat
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CHA2 TOTALS:

Total of 23 Checks: 27,803.62

Less 0 Void Checks: 0.00

Total of 23 Disbursements: 27,803.62