

CITY OF BELLEVILLE
REGULAR CITY COUNCIL MEETING
AGENDA
Monday, July 24, 2023 - 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/81929156757?pwd=SjAwQkhja1F3YnBPWG9VUUZrcXArdz09>

Meeting ID: 819 2915 6757

Passcode: 203004

One tap mobile

+13126266799,,81929156757#,,,,*203004# US (Chicago)

+16468769923,,81929156757#,,,,*203004# US (New York)

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- +1 312 626 6799 US (Chicago)
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- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 408 638 0968 US (San Jose)
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
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Meeting ID: 819 2915 6757

Passcode: 203004

Find your local number: <https://us02web.zoom.us/u/kx2Yk3d2R>

- 1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE**
- 2. ROLL CALL**
- 3. PRESENTATIONS & CITIZENS COMMENTS**

A. Presentations

- Foster Swift Virtual Presentation – Charter Revision Process and Guidance

B. Council Follow Up List

C. Citizen Comments on Non-Agenda Items

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

- A. July 10, 2023 Special Meeting of the City Council
- B. July 10, 2023 Closed Session Meeting of the City Council
- C. July 10, 2023 Regular Meeting of the City Council

6. PUBLIC HEARING

- A. None

7. INTRODUCTION OF ORDINANCES

- A. None

8. GENERAL BUSINESS DISCUSSION

- A. Discussion – Electric Vehicle Charging Stations
- B. Discussion – Retiree Incentives
- C. Discussion – Proposed Smoke-Free Ordinance
- D. Discussion – Acting City Manager and Acting Chief of Police Compensation

9. ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES

10. ACTING 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

MEMO

FOSTER SWIFT
FOSTER SWIFT COLLINS & SMITH PC || ATTORNEYS

TO: City of Belleville
FROM: Leslie A. Abdoo
DATE: July 18, 2023
RE: Process for Changing City Charter

This memo provides a summary of the process for revising the City's Charter.

Revisions vs. Amendments

Changes to the City's Charter fall into two categories: *revisions* and *amendments*. Revisions are substantial changes to the Charter, such as a complete rewrite of the Charter. Amendments are less substantive than revisions that correct details. The Supreme Court has explained the difference as follows:

'Revision' and 'amendment' have the common characteristics of working changes in the charter and are sometimes used inexactly, but there is an essential difference between them. Revision implies a re-examination of the whole law and a redraft without obligation to maintain the form, scheme, or structure of the old. As applied to fundamental law, such as a constitution or charter, it suggests a convention to examine the whole subject and to prepare and submit a new instrument, whether the desired changes from the old be few or many. Amendment implies continuance of the general plan and purport of the law, with corrections to better accomplish its purpose. Basically, revision suggests fundamental change, while amendment is a correction of detail.

Kelly v Laing, 259 Mich 212, 217; 242 NW 891 (1932).

It is not permissible to change the form of government by charter amendment (e.g. providing for a city-manager system in place of a mayor-council form). Examples of changes that can be made by amendment are changes to increase or decrease the number of councilmembers, changing the position of clerk or treasurer from an elected to an appointed one, setting the purchasing dollar amount limit that can be spent before the municipality is required to establish a bid process, and establishing pension plans. Another important restriction on the amendment process is that any proposed amendment must be confined to one subject. If a subject embraces more than one related proposition, each proposition must be separately stated to afford electors the opportunity to vote for or against each proposition (MCL 117.21). Please advise us what the nature and scope of the intended changes are so that we may determine which process should follow. The processes for each type of change are below. Please note that the Michigan Bureau of Elections has NOT yet published its 2024 elections deadlines packet; specifically, the legislature has not yet set the date for the presidential primary yet. Once they do later this

year, we can update the City on a more specific timeframe for these actions. For now, tentative dates are included.

Charter Revisions

To revise its Charter, the City must follow the following procedure:

1. Adopt a resolution by 3/5 vote of total members (or proceed upon a petition signed by 5 percent of the electors in the City). **See #3 for tentative date(s).**
2. Submit the question of whether to revise the Charter to the electors at the next general election, or a special election. August 15 would be the deadline for approving/certifying the ballot language for the November 2023 election, but see our notes regarding the timing issue for nominating petitions below. **See #3 for tentative date(s).**
3. If a majority of electors support a revision, the City must elect a Charter Commission within 60 days *or* provide for election of the Charter Commission members during the same election referenced in No. 2, above. In this instance, the City is considering putting the revision issue on the ballot at the November 2023 election. Because nominating petitions for Charter Commission candidates were due on July 25, 2023, this does not leave time for interested candidates to file nominating petitions. Accordingly, the City may consider putting the issue of the revision on the ballot in November, and then electing Charter Commission members at a subsequent election¹ (if the revision ballot initiative passes) or wait until a 2024 (special or general) election to do both (Michigan has election dates in (tentatively) February (presidential primary), May (special), August (state primary) and November (general)). We recommend that the City choose the latter option; from both a procedural and financial standpoint, the City would only need to hold one election on the issue and it would allow more time for interested individuals to submit nominating petitions. This leaves the City plenty of time to take the necessary actions to prepare for the election. **If the presidential primary is held on February 27, 2024 as currently proposed, the City will want to adopt a resolution by ~December 5, 2023 and nominating petitions would be due ~November 14, 2023. Alternatively, the City could place the issues on the May 2024 or August 2024 election ballots.**
 - a. Commission = 9 electors of the City having a residence of at least 3 years in the City. Cannot include any City officers or employees, elected or appointed. The statute provides requirements for nominating members.

¹ Please note that the Home Rule City Act has not been amended to reflect the changes to Michigan's Election Law. Under the Election Consolidation Act, cities are only permitted to hold an election in May, August, and November; and additionally March, in presidential election years. Accordingly, there is no election date within 60 days as required under the HRCA. In this instance, the provisions of the Michigan Election Law prohibiting City elections on other dates likely trump the HRCA 60-day deadline. MCL 168.641. Further, there is some legal authority (although not binding on Michigan courts) which indicates that the City may elect members to a Charter Commission outside of this 60-day window. Op.Atty.Gen.1917, p. 323.

- b. The ballot can also include an advisory vote on the question of a change in the form of government (if that is being considered). This question will then appear later, again, on the ballot for final determination.
 - c. The names of all candidates so nominated shall be placed upon a separate ballot at the election designated to be held for the election of a charter commission and without their party affiliations designated; the 9 candidates having the greatest number of votes shall be declared elected; the election of the members of such commission, except as herein specified, shall be conducted as near as may be as now provided by law for the election of City officers in the respective cities of this state unless special methods shall be otherwise provided in the charter of such City.
 - d. The City Council shall fix in advance of the election of a Charter Commission the place of its meeting, the compensation of its members, the money for the expense thereof, and if need be, provide the ballots for election. MCL 117.19
4. The Charter Commission convenes on the second Tuesday after the election. The City Clerk presides at the first meeting, administers oaths of office, and acts as the Clerk of the Commission.
- a. The Commission is subject to the Open Meetings Act.
5. The Proposed Revised Charter (prepared by Commission) is submitted to the Governor for approval. The Attorney General reviews it and advises the Governor. The Governor will sign the Proposed Revised Charter if approved or may recommend corrections.
6. Once approved by the Governor, the Proposed Revised Charter is published in full in the newspaper.
7. The question of approving the Proposed Revised Charter is then placed on the ballot. The Attorney General must approve the ballot question for clarity and impartiality.
8. If the Proposed Revised Charter is rejected by the electors, the Commission may reconvene to decide whether to proceed with further revisions. Proposed revisions may be submitted to the electorate only three times within a three-year period.
9. If the charter is rejected 3 times, or if no revised charter is adopted for 3 years following the adoption of the proposition to revise, then the Commission shall terminate and cease to exist. A new proposal to revise may be adopted at any time after termination of a Charter Commission.

Charter Amendments

Charter amendments follow a similar procedure except that a Charter Commission is not formed. A failed proposed amendment may not be resubmitted for two years.

1. Adopt a resolution by 3/5 vote of total members (or proceed upon a petition signed by 5 percent of the electors in the City).
2. The proposed charter amendment must be published in full with existing charter provisions which would be altered or abrogated by the amendment (MCL 117.21). The manner of publication shall be as prescribed by the city governing body (MCL 117.23). The publication requirement may be met by setting forth the amendment and the existing sections altered or abrogated in: the resolution proposing the amendment, if proceedings are published; or the election notice; or a separate publication.
3. All proposed charter amendments must be submitted to the Governor for approval. This should be done immediately after the council resolution to submit the amendment to a vote of the electors is adopted. The amendment is approved by the Governor if it is found to be legally unobjectionable.
4. A statement of the purpose of the proposed charter amendment is prepared to consist of a true and impartial statement of the purpose in not more than 100 words, exclusive of the short title or caption, in such language as shall create no prejudice for or against such amendment. The text of the statement is submitted to the Attorney General for approval. It is necessary that it be submitted for such approval as early as conveniently possible. (This latter requirement is not to be confused with the requirement for submission of the proposed amendment to the Governor).
5. The amendment can be submitted either at a special or regular city election or general state election to be held not earlier than 60 days after adoption of the council resolution to submit the amendment to a vote of the electors (MCL 117.21).
6. If the proposed amendment is to be submitted at a regular or general election, notice of the proposition to be voted on will be added to the regular election notice, by including a caption or brief description of the proposal(s) along with the location where an elector can obtain the full text (MCL 168.653a). The publication of the election notice must be at least 7 days before election day, while the publication of the notice of last day of registration must be at least 7 days before the last day for receiving registrations.
7. If the amendment is approved by the electors, two printed copies must be filed within 30 days after the election with the Secretary of State and two copies with the county clerk, together with a statement certified by the city clerk of the vote for and against the amendment. Upon such filing, the amendment becomes effective unless a different date for taking effect is set forth in the amendment.

Statutory References

Charter revisions are governed by Sections 18-28 of the Home Rule City Act, being MCL 117.18-28. Amendments are governed by Sections 21-28.

LAA

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	Main & Liberty Street Repair	3/7/22	Voigt	Repair Cement	Rick	5/15/2023			Rick	Temporary repairs continue to be made. Full repairs will be dependant on Denton Bridge construction needs .
2	Harbor Pointe Road Conditions	4/19/21	Voigt		Rick	5/15/2023			Rick/Steve	DPW cleaned debris and filled holes w/ cold patch. DPW getting pricing for partial resurfacing. Researching finance options. Grant applied for.
3	DTE streetlight upgrades	4/19/21	Council		Dave	5/15/2023			Steve	DTE - waiting for updated quotes for upgrading old lights. Re-contact has been made, time-table undetermined as they wait on upcoming special pricing programs

4	Recodification of Ordinances	7/18/16	Council		Steve	5/15/2023				Steve	Working with Clear Code, gathering/scanning necessary ordinances for upload to Clearcode
5	Veterans' Memorial	3/4/20			Dave	5/15/2023				Steve	Veterans Memorial upgrading inelidgible for CDBG funding. Alternative sources will be sought
6	Charter Revisions	8/3/20	Jesse Marcotte		Dave	5/15/2023				Council/Steve	Special Council available to begin next steps to begin Charter Revision.
7	City Road Repair List	12/19/22	Council		Rick	4/17/2023	5/15/2023			Rick/Steve	DPW Director's road assessment report presented. Repairs made using water fund \$\$ to be done in August. Costs for other repairs and resurfacing bid. Funding solutions available. Next step is to decide how much \$\$ is affordable within the budget

CITY OF BELLEVILLE
SPECIAL CITY COUNCIL MEETING MINUTES
Monday, July 10, 2023 – 6:45 pm

A Special Meeting of the Belleville City Council was called to order by Mayor Conley at 6:45 p.m.
at City Hall, 6 Main Street, Belleville.

1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

2. ROLL CALL

Council Member Bates	Present
Council Member Beebe	Present
Council Member Fielder	Present
Mayor Pro-Tem Voigt	Present
Mayor Conley	Present

8. GENERAL BUSINESS DISCUSSION

A. City Manager Candidate Interview

- The following City Manager candidate was interviewed:
 - i. Ken Marten

15. ADJOURNMENT

MOTION: Motion by Bates, supported by Fielder to adjourn at 7:12 p.m.
No objections were noted.

Motion Carried.

Submitted by Briana Hootman, City Clerk/Treasurer

Approved:

Posted:

Published:

CITY OF BELLEVILLE
REGULAR CITY COUNCIL MEETING MINUTES
Monday, July 10, 2023 - 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 Conley at 7:30 p.m.

1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

2. ROLL CALL

Council Member Bates	Present
Council Member Beebe	Present
Council Member Fielder	Present
Mayor Pro-Tem Voigt	Present
Mayor Conley	Present

3. PRESENTATIONS & CITIZENS COMMENTS

A. Presentations

- None

B. Council Follow Up List

- Council Member Voigt asked if there was any progress on new blinds for the City Council Chambers, as well as where the City stood on securing funding for road repairs.
- Council Member Fielder inquired about the status of Item # 7 on the road repair list, and noted that repairs of the railroad tracks throughout the City went well.
- Council Member Beebe asked if there had been any updated regarding installation of a possible left turn light at Main St. and Denton Rd.
- Mike Renaud asked where the road repair project in Hillside Cemetery stood.
- Rosemary Otzman inquired if the City had any idea what the plan was for the former CVS Pharmacy located at Third and Main St.

C. Citizen Comments on Non-Agenda Items

- Schrina Murrell stated that there would be a car wash fundraiser held to support the Belleville High School Football Team on July 22nd from 1 p.m. to 4 p.m. in the Loranger Chiropractic parking lot.

4. APPROVAL OF AGENDA

MOTION: Motion by Voigt, supported by Fielder to approve the agenda as presented, with the addition of Item F: Special Event Application – Taste of Belleville, Item G: Electric Vehicle Charging Stations, and Item H: Discussion of City Manager Interviews.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Beebe	Aye
	Council Member Fielder	Aye
	Mayor Pro-Tem Voigt	Aye
	Mayor Conley	Aye

Motion Carried.

5. APPROVAL OF MINUTES

- A. June 20, 2023, Regular Meeting of the City Council
- B. June 20, 2023, Special Meeting of the City Council

MOTION: Motion by Fielder, supported by Voigt to approve the minutes of both the Regular City Council Meeting and Special City Council Meeting, held on Tuesday, June 20, 2023.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Beebe	Aye
	Council Member Fielder	Aye
	Mayor Pro-Tem Voigt	Aye
	Mayor Conley	Aye

Motion Carried.

6. PUBLIC HEARINGS

- A. None.

7. INTRODUCTION OF ORDINANCES

- A. None.

8. GENERAL BUSINESS DISCUSSION

- A. Special Event Application – Redemption Bible Church Park Night and
- B. Special Event Application – Redemption Bible Church Worship Night

MOTION: Motion by Bates, supported by Fielder to approve both the Redemption Bible Church Park Night event, and the Redemption Bible Church Worship Night event, as presented.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Beebe	Aye
	Council Member Fielder	Aye
	Mayor Pro-Tem Voigt	Aye
	Mayor Conley	Aye

Motion Carried.

- C. Discussion – Compensation for Acting City Manager and Acting Police Chief
 - Council discussed compensation amounts for both Acting City Manager Jones and Acting Police Chief Faull, and determined that it would be better to complete research on market data before discussing further at the next Regular Meeting of the City Council.
- D. Update – Charter Revision Ballot Proposal
 - Council asked City Administration to schedule a presentation by attorney at Foster & Swift law office to provide direction in moving forward in the Charter revision process.

E. Investment Summary from Multi Bank Securities

- Summary of current Certificate of Deposit on file for the City of Belleville provided for informational purposes by the City's Accountant, Kelly Howey.

F. Special Event – Taste of Belleville

MOTION: Motion by Voigt, supported by Beebe to approve the Taste of Belleville event, as presented.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Beebe	Aye
	Council Member Fielder	Aye
	Mayor Pro-Tem Voigt	Aye
	Mayor Conley	Aye

Motion Carried.

G. Electric Vehicle Charging Stations

- Acting City Manager Jones provided Council with information regarding a program through General Motors that would provide municipalities with charging stations for electric vehicles, at no cost.
- Council stated that they would like to review additional information before making any decisions pertaining to the program.

H. Discussion of City Manager Interviews

MOTION: Motion by Fielder, supported by Beebe to provide candidate Ken Marten with questionnaire for completion, and to schedule second interviews for Victor Marsh, Jason Smith, and Ryan Madis on July 22nd, beginning at 8 a.m., in 1 hour increments.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Beebe	Aye
	Council Member Fielder	Aye
	Mayor Pro-Tem Voigt	Aye
	Mayor Conley	Aye

Motion Carried.

9. ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES

MOTION: Motion by Fielder, supported by Voigt to approve Departmental Expenditures in excess of \$500, as presented.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Beebe	Aye
	Council Member Fielder	Aye
	Mayor Pro-Tem Voigt	Aye

Motion Carried.**10. ACTING CITY MANAGER COMMENTS**

- Acting City Manager Jones stated that it has been a difficult two week at City Hall due to failure of the City's server.
- Noted that staff at the City have a meeting on Wednesday with the City's software provider, BS&A, to discuss next steps in the server failure recovery process.
- Thanked City and Police Department staff members for a team effort in navigating through the setbacks due to failure of the server.

11. CITY COUNCIL MEMBER COMMENTS

- Council Member Bates
 - Thanked those in attendance for coming to the meeting.
- Council Member Beebe
 - Noted that Lakefest went well, with solid feedback being provided.
 - Complimented City staff on a good job combating the issues with the server.
- Council Member Fielder
 - No comments.
- Mayor Pro-Tem Voigt
 - Complimented the Belleville Area Chamber of Commerce on a successful Lakefest, noting that the event had zero issues or arrests, and only one medical emergency.
 - Noted that enjoyed watching the hydroplane races and eating lobster rolls, adding that the hydroplane pilots complimented the City on the event overall.

12. MAYOR'S COMMENTS

- Mayor Conley stated that Lakefest was great, noting that the vendors were amazing and well organized. She added that she appreciated the volunteers and attendees.
- Wished City Clerk/Treasurer Hootman a belated birthday, which was the day prior on July 9th.
- Informed Council and attendees that she had received a letter from resident Deborah Woodruff regarding a dispute with her neighbor, and stated that it is being handled by the City.

13. CITIZENS COMMENTS

- Mike Renaud stated that he was thrilled to see the crowds of people in attendance at Lakefest. He also noted that without the extra brush present along High St., the drop-off to the lake is more visible and intimidating.

14. RESOLUTION # 23-020 - CLOSED SESSION – UNION CONTRACT NEGOTIATIONS PER MCL 15.268(c)

MOTION: Motion by Fielder, supported by Bates to approve **Resolution # 23-020** to recess the Regular Meeting and enter Closed Session at 9:39 p.m. to discuss the status and strategy of pending union contract negotiations, as permitted under MCL 15.268.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Beebe	Aye
	Council Member Fielder	Aye
	Mayor Pro-Tem Voigt	Aye
	Mayor Conley	Aye

Motion Carried.

MOTION: Motion by Beebe, supported by Fielder to adjourn the Closed Session and return to Open Session of the Regular Meeting of the City Council at 9:44 p.m.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Beebe	Aye
	Council Member Fielder	Aye
	Mayor Pro-Tem Voigt	Aye
	Mayor Conley	Aye

Motion Carried.

MOTION: Motion by Voigt, supported by Bates approving Resolution # 23-018 authorizing a new three-year Bargaining Agreement between the City of Belleville and the Michigan Association of Fire Fighters representing the Belleville Paid-On-Call Firefighters Association, effective January 1, 2023 through December 31, 2025.

ROLL CALL VOTE:	Council Member Bates	Aye
	Council Member Beebe	Aye
	Council Member Fielder	Aye
	Mayor Pro-Tem Voigt	Aye
	Mayor Conley	Aye

Motion Carried.

15. ACTION ITEMS FOR NEXT REGULARLY SCHEDULED MEETING
None.

16. ADJOURNMENT

MOTION: Motion by Bates, supported by Fielder to adjourn at 9:45 PM.
No objections were noted.

Motion Carried.

Submitted by Briana Hootman, City Clerk/Treasurer
Approved:
Posted:
Published:

CHARGE EV, LLC. CHARGING STATION AGREEMENT

This Charging Stations Agreement (the “**Agreement**”) is effective as of the date signed by **HOST** (the “**Effective Date**”) by and between (“**Host**”), **HOST ADDRESS** and Charge EV, LLC. (“**CEV**”), a Michigan company with its principal place of business located at 15045 Dixie Hwy, Ste A, Holly, MI 48442. CEV and Host may individually be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, CEV, by installing electric vehicle chargers (“EV Chargers”) on the Premises, as defined herein, will provide value to Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

WHEREAS, Host acknowledges the value of CEV’s EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to CEV pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PREMISES:

Host hereby grants to CEV a license to install and maintain EV Chargers at the Premises located at **Site Location**, upon which CEV shall install the EV Chargers.

2. INITIAL INSPECTION:

A. Early Access. Beginning on “**Effective Date**” (“**Initial Inspection Start Date**”) CEV shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “**Inspection Period**”).

B. Application for Permits. During the Inspection Period, CEV shall apply and pay for all required permits, variances and/or approvals required for CEV’s construction of the improvements on, and CEV’s use of, the Premises (collectively, the “**Permits**”).

C. Right to Terminate. If CEV determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for CEV’s proposed use, CEV may, without any liability hereunder, terminate this Agreement upon written notice delivered to Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 20 of this Agreement. CEV shall restore any damage to the Premises that is attributable to CEV.

B. If Host elects to terminate the Agreement prior to the expiration of the Term, Host must provide written notice to CEV pursuant to Section 20 of this Agreement (the "Termination Notice"), specifying the effective date of Host's termination of this Agreement.

i. Any termination without cause by the Host prior to the end of the one hundred and twentieth (120th) month of the Term, the Host is responsible to reimburse CEV for the full cost of any EV Rebate that CEV may have received, all costs CEV incurred for installing the EV Chargers on the Premises, and any costs for CEV to remove the Electrical Service Equipment, Electrical Infrastructure, Charging equipment, Utility equipment, decommissioning of equipment, bollards, foundations and EV Chargers from the Premises. In addition, Host shall pay CEV 50% of monthly gross sales from previous 90 days average, per month for remainder of the contract term.

ii. Host may terminate for cause without penalty as outlined below in (1), (2), and (3):

(1) In the event Host has not received payment under the terms of Section 11 of this Agreement by the tenth day of the calendar month, Host must provide written notice pursuant to Section 20 of this Agreement to CEV notifying CEV that it has not received payment. If CEV has not remitted the payment due to Host within thirty (30) days of the date of receipt of Host's notice, Host may terminate the Agreement for cause and without penalty.

(2) In the event that CEV has failed to properly maintain the EV Chargers, Host must provide notice pursuant to Section 20 of this Agreement to CEV. This notice shall provide information about the EV Charger(s) requiring maintenance. If CEV has failed to repair or replace the EV Chargers within thirty (30) days of receipt of the Host's notice, host may terminate the Agreement for cause and without penalty.

(3) Any other reason beyond Host's control, including but not limited to the acts or omissions of third parties, regulatory changes, civil disorder, labor strikes or disruptions, war, terrorism, pandemics, disease and natural disasters.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by CEV and upon termination or expiration of the Agreement, CEV shall remove them and restore the Premises to the original condition.

D. The indemnity responsibilities as described in Section 15 of this Agreement survive termination.

8. UTILITIES:

CEV, if owning the utility, agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. CEV shall pay Host directly if

Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, for which CEV shall bear the entire cost. Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired. CEV shall not be responsible for any consequential or delay claims and damages arising out of the sites in any fashion regardless whether or not said claims are foreseeable.

14. SIGNAGE:

CEV signage to be installed at the Premises is represented in **Exhibit A** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in **Exhibit A** shall be subject to Host approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at CEV's expense.

15. INDEMNIFICATION:

Except to the extent of any gross negligence or willful misconduct of Host, CEV hereby agrees to indemnify, hold harmless, the Premises, Host, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to CEV's use of the Premises. CEV shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for CEV at or for use on the Premises.

16. DESTRUCTION:

Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 20 of this Agreement within thirty (30) days of such destruction.

17. INSURANCE:

CEV shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Host. Upon request, CEV shall include Host as additional insured on its commercial general liability and umbrella insurance policies. CEV will also carry worker's compensation insurance in accordance with state and federal law.

18. CONFIDENTIALITY AND PUBLICITY:

Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent.

19. ENVIRONMENTAL MATTERS:

this Contract or the breach thereof shall be decided by arbitration in accordance with the most current Construction Industry.

23. GOVERNING LAW, JURISDICTION AND VENUE:

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Oakland County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

24. VOLUNTARY AND INFORMED EXECUTION:

The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

25. AMENDMENT:

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

26. SEVERABILITY:

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

EXHIBIT A SIGNAGE CHARGING STATIONS

12" x 18" sign



EV Charging Parking Spaces will be clearly signed and striped to indicate reserved spaces.

Post height will be no taller than 72"h, Panel sign will be 12" w x 18"h x .125" d

Mr Jones,

Based on your email I drafted the below language. The City could adopt this program unilaterally, however that always has risks and I suggest you obtain an agreement from the City's three labor unions. If the language confirms with the intent of the City I can prepare it in a letter of agreement format.

Retirement Incentive: The City of Belleville ("City") is committed to ensuring an orderly succession for positions in the City. In order to achieve this eligible full-time employees who provide the City with advance notice of their intent to retire at least six months in advance of their scheduled date of retirement shall be eligible to receive a retirement bonus of \$2,000.00 The bonus shall be payable on their payroll check with the City. This payment shall not count towards final average compensation.

City of Belleville SMOKEFREE/TOBACCO FREE OUTDOOR PUBLIC PLACES
Smoke/Tobacco Free: Buildings, vehicles, spaces, parking lots, grounds and parks.
(Including use of eCigarettes, chewing tobacco, traditional cigarettes, pipe, cigars, etc.)

Definitions

The following words and phrases shall have the following definitions when used in this document

(1) City Building means any building, lot or structure owned by the City, including but not limited to parking lots, Belleville City Hall and Victory Park Comfort Station, outdoor public bathrooms, City owned vehicles, Horizon Park, Victory Park, Village Park, 4th Street Square & the public kayak launch/boat docks.

(2) Smokefree Outdoor Public Place means all of the following:

(a) Outdoors: (i) within 20 feet of any entrances, windows, and ventilation systems (ii) on the property of any City owned lot, building, vehicle or park (iii) on all sidewalks adjacent to named above spaces

(b) Including Bora Dora District sidewalks

(c) Any special events approved by the City Council whether the location in its entirety is named or not in the ordinance.

(d) Outdoors within City of Belleville parks whether or not signs are posted prohibiting smoking.

(e) Outdoors on the property on which a City Building is located farther than 20 feet from the City Building's entrances, windows and ventilation systems, when the City Administrator has had signs posted informing persons who enter onto the property that smoking is prohibited beyond the point at which the sign is located.

(5) Smoke or Smoking means possessing a cigarette, e-cigarette, vape pen, cigar, or pipe that contains tobacco or any other product that is lighted or burning; lighting a cigarette,

e-cigarette, cigar, or pipe that contains tobacco or any other product; or exhaling smoke from burning tobacco or any other burning product that is contained in a pipe, cigar, cigarette and e-cigarette.

While in a city park, city owned property or any other named area in this ordinance, no person shall: Smoke, light, or carry a lighted pipe, cigar, cigarette, vape pen or other smoking device of any kind. This prohibition includes the use of any e-cigarette, e-cigar, e-pipe, and any personal vaporizer or electronic nicotine delivery system of any kind.

Smoking Prohibited in Smokefree Outdoor Public Places

- (1) No person shall smoke in a smokefree outdoor public place as defined in this Chapter.
- (2) A person who violates subsection (1) is subject to being cited with a violation only if he or she refuses to cease smoking immediately upon being requested or ordered to do so by a City police officer or administrator.
- (3) The prohibition in this section against smoking in smokefree outdoor public places is in addition to prohibitions against smoking in state law and in other ordinances or regulations and shall not be construed to permit smoking in areas where it is prohibited by state law or by other ordinances or regulations or on private property as determined by the private property owner.
- (4) When smoking trash receptacles are provided, if possible they should be placed near or outside the perimeter of the no smoking area in order to discourage smoking in these areas.

Posting Signs

- (1) The prohibitions against smoking in this Chapter are enforceable whether or not signs

are posted except as otherwise provided in this section.

(2) This Chapter may be enforced in City parks informing persons that smoking is prohibited.

(3) This Chapter may be enforced on property on which a City Building is located in areas that are farther than 20 feet from entrances, windows and ventilation systems of the City Building.

(a) Clearly and conspicuously post "no smoking" signs or the international "no smoking" symbol at the entrances to and in every building or other area where smoking is prohibited under this act.

(b) Remove all ashtrays and other smoking paraphernalia from anywhere smoking is prohibited under this act.

(c) Inform individuals smoking in violation of this act that they are in violation of this City Ordinance and subject to penalties.

(d) If applicable, refuse to serve an individual smoking in violation of this act.

Authority of City Manager

(1) The City Manager, in consultation with the City Council, is authorized to designate any City park as a smokefree outdoor public place where smoking is prohibited by having a sign or signs posted prohibiting smoking.

(2) The City Administrator is authorized to designate the property or a portion of the property on which a City Building is located as a smokefree outdoor public place where smoking is prohibited by having a sign posted at the location beyond which smoking is prohibited.

Enforcement & Penalty

A violation of this ordinance shall constitute a civil infraction, which shall be punishable by a fine of not more than \$50.00 and costs. In the discretion of the Court, community service may be ordered in lieu of a \$50.00 fine and costs.

(a) Employees caught violating this ordinance shall be subject to the above and

i) First occurrence, a written warning

ii) Second occurrence, one unpaid day disciplinary

iii) Third occurrence, two unpaid days disciplinary and at the management discretion possible grounds for termination

This Ordinance shall take effect on the tenth day following legal publication.

As Amended by Belleville City Council on Jul 24, 2023

I hereby certify that the foregoing ordinance was adopted by the Council of the City Belleville,
Michigan, at its regular session of July 24, 2023

Briana Hootman, Belleville City Clerk

Kerreen Conely, Mayor

Published: July ____ 2023 on the City of Belleville's webpage

**CITY OF BELLEVILLE
RESOLUTION NO. 23-022**

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 \$264,282.85 and the following departmental purchases in excess of \$500:

Vendor	Department	Amount	Description
Ann Arbor Township Fire Department	Fire	\$1,000.00	Fire Academy Training – Tristan Hugo
Atchinson Ford Sales Inc.	Police	\$557.37	Coolant Work on Vehicle 218
Hennessey Engineers Inc.	DPW	\$1,228.50	Hillside Cemetery Paving Project
Hennessey Engineers Inc.	DPW	\$1,008.00	Victory Station Renovation Project
Randy Brown Landscape	DPW	\$2,597.50	Bank Clearing by Goats – City Portion
Snider Electric	DPW	\$855.00	Replacement of Broken Light Pole Head in Front of Professional Building
Western Wayne County Fire Department Mutual Aid Association	Fire	\$3,638.56	Annual Dues & HIRT Assessment

MOTION:	SECOND:

AYES:	NAYS:	ABSENT:	VOTE:

Briana Hootman
Clerk/Treasurer

Kerreen Conley
Mayor

Agenda Date: July 24, 2023

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: *AND. ALBOR TOWNSHIP
FIRE DEPT.*

Amount: *\$1,000.00*

Purpose:

PART 1

☐

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:

☐

This purchase was for an emergency:

PART 2

☒

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:



BILL TO: Belleville Fire Department
Attn: Fire Chief
6 Main Street
Belleville, MI 48111

[illegible]

Please Return This Copy With Your Payment - Thank You!

101.336.960.009
TRAINING

City of Belleville
EXPENDITURE IN EXCESS OF \$500.00

City Charter Section 15.8 requires Council approval of all purchases in excess of \$500.00 and not in excess of \$5,000.00 Use this cover sheet for each purchase subject to this provision, and attach supporting documentation.

Vendor Atchinson Ford Sales Inc. Amount \$557.37

101-301-936.000

PART 1

- ☐ This request is for Council approval prior to purchase
- ☐ This purchase was previously approved by Council by Res. No. _____
- ☐ This purchase is part of a bid approved by Council by Res. No. _____
- ☐ This purchase was specifically budgeted: per budget page _____
- ☐ This purchase was for an emergency (explain below or attach explanation).
- ☒ Other (explain below or attach explanation)

Veh 218 required coolant work

PART 2

This purchase was based on the following competitive price quotes:

This purchase is not based on competitive price quotes because:

NOT APPLICABLE or _____

Atchinson Ford Sales, Inc.

9800 Belleville Road
Belleville, MI 48111
(734) 697-9161

CUSTOMER #: 6062

313902

UNIT# 218

INVOICE



9700 Belleville Road
Belleville, MI 48111
(734) 865-5265

CITY OF BELLEVILLE

6 MAIN ST

BELLEVILLE, MI 48111

HOME: 734-732-1432 CONT: 734-732-1432

BUS: 734-697-9323 CELL: 734-740-1802

DUPLICATE 1

PAGE 1

SERVICE ADVISOR: 9760 GARRETT SMITH

DOB: 754 0775525 CLE: 716 1032 SERVICE: VACATION

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
YZ OXFORD	18	FORD EXPLORER	1FM5K8AR1JGA89870		74072/74072	T8915	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26FEB18	DD05FEB18		17:00 21JUL23	NEED	0.00	CHG	17JUL23

R.O. OPENED	READY	OPTIONS:
09:09 13JUL23	08:03 17JUL23	W-COMP:G SOLD-STK:8X9357 ENG:3.7 Liter Ti-VCT TRN:44C 6-SPEED AUTO TRANSMISSION AXL:TO BODY CO

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES THEY ARE GETTING A COOLANT LEAK CHECK AND ADVISE

8260ALW HOSE-RADIATOR - REMOVE AND INSTALL OR

REPLACE (8260/8286) - L

9579 CFT

1 BB5Z*8286*M HOSE - RADIATOR

195.00 195.00

2 VC*13*D ANTI-FREEZE

144.91 103.61 103.61

1 BA8Z*6A715*A HOSE ASY

16.95 10.73 21.46

5 B7A*8287*AA CLAMP - HOSE

83.33 71.50 71.50

2 B7A*8287*BA CLAMP - HOSE

1.52 1.18 5.90

PARTS: 206.77 LABOR: 195.00 OTHER: 0.00 TOTAL LINE A: 401.77

74072

PRESSURE TEST COOLING SYSTEM AND FOUND LOWER RADIATOR HOSE AND OIL

COOLER HOSES BAD. REPLACED HOSES AND FILLED COOLING SYSTEM AND ROAD

TEST. ALL O.K. ATR THIS TIME.

TECH 9579

B** COOLANT FLUSH

COOL COOLANT FLUSH

9579 CFT

1 VC*9* COOLANT FLUSH KIT

95.00 95.00

3 VC*13*D ANTI-FREEZE

36.95 28.41 28.41

PARTS: 60.60 LABOR: 95.00 OTHER: 0.00 TOTAL LINE B: 155.60

74072 PERFORMED COOLANT FLUSH 9579

PO# - KRISSY 218

101-301-936.000

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	Dealer Reg. No. F101167	Service Hours: MONDAY-FRIDAY 7:30 AM - 6:00 PM Quick Lane Service Hours: MONDAY - FRIDAY 7:30 AM - 7:00 PM SATURDAY 8:00 AM - 4:00 PM	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTALS
				LABOR AMOUNT	290.00
				PARTS AMOUNT	267.37
				GAS, OIL, LUBE	0.00
				SUBLET AMOUNT	0.00
				MISC. CHARGES	0.00
				TOTAL CHARGES	557.37
				LESS INSURANCE	0.00
				SALES TAX	0.00
				(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	

REPAIRS PROPERLY COMPLETED & CHECKED BY

X _____
AUTHORIZED REPRESENTATIVE

CUSTOMER COPY

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: Hennessey Engineers, Inc

Amount: \$1,228.50

Purpose: Hillside Cemetery paving project

PART 1

☐
☐
☐
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☐

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: FY 2022/2023

This purchase was for an emergency:

PART 2

☐

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:

entered on 6/9

City of Belleville
6 Main Street
Attn: Rick Rutherford
dps.belleville.mi.us
Belleville, MI 48111

Invoice number 163406
Date 06/01/2023
Project **85318 Hillside Cemetery Paving**

Through June 1, 2023

Design & Bidding

D02 - Civil Engineer VI
Construkction Administration

Hours	Rate	Billed Amount
7.50	91.00	682.50

D02 - Civil Engineer VI

Hours	Rate	Billed Amount
6.00	91.00	546.00

Invoice total **1,228.50**

We Appreciate Your Business!!!

*entered on
6/9
209.272.809.000*

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: Hennessey Engineers, Inc

Amount: \$1,008.00

Purpose: Victory Park renovation project

PART 1

☐
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☐

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: FY 2022/2023

This purchase was for an emergency:

PART 2

☐

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:

Paid on 6/15 EFM

City of Belleville
6 Main Street
Attn: Rick Rutherford
dps.belleville.mi.us
Belleville, MI 48111

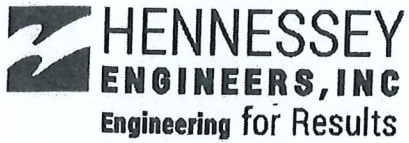
Invoice number 163405
Date 06/01/2023

Project 85317 Victory Park Renovations

April 28, 2023 Through June 1, 2023

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
Detailed Engineering & Design				
Concept Planning	0.00	1,386.00	2,394.00	1,008.00
Topographical Survey	0.00	0.00	0.00	0.00
Plans and Specifications	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00
Subtotal	0.00	1,386.00	2,394.00	1,008.00
Total	0.00	1,386.00	2,394.00	1,008.00



13500 Reeck Road
Southgate, MI 48195
O : 734.759.1600
F : 734.282.6566
www.hengineers.com

City of Belleville
Project 85317 Victory Park Renovations

Invoice number 163405
Date 06/01/2023

Detailed Engineering & Design

Concept Planning

Professional Fees

D04 - Civil Engineer IV

	Hours	Rate	Billed Amount
	12.00	84.00	1,008.00
Detailed Engineering & Design subtotal			1,008.00

Invoice total	1,008.00
---------------	----------

We Appreciate Your Business!!!

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: Randy Brown Landscape

Amount: \$2,597.50

Purpose: Half (1/2) of payment for Goats clearing lake bank in Horizon Park and lake bank at corner of Denton/Main

PART 1

☐	This request is for Council approval prior to purchase:
☒	This purchase was previously approved by Council: Feb 21, 2023 & June 5, 2023
☐	This purchase is part of a bid approved by Council:
☐	This purchase was budgeted:
☐	This purchase was for an emergency:

PART 2

☐	This purchase was based on competitive price quotes:
☒	This purchase is not based on competitive quotes because: Repeat of previous year

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

Invoice # 712023
Invoice for
City of Belleville
6 Main St.
Belleville, Mi. 48111

July 1, 2023

Qty.	Name	Total Cost w/Labor
1	Goats Eating Brush along bank at Horizon Park Set up of Electric Fence & Border Fence Transportation Fee	\$3,995.00
1	Goats Eating Brush along bank at Haywards To Denton Road Bridge on inside curve only Set up of Electric Fence & Border Fence Transportation Fee	\$1,200.00
Total		\$5,195.00

Thank You

Randy Brown
Landscape

1/2 DDA \$2,597.50
#248.443.809.000
1/2 CITY \$2,597.50

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: \$855.00

Purpose: Replacement of broken light pole head in front of Professional Bldg

PART 1

☐

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:

☐

This purchase was for an emergency:

PART 2

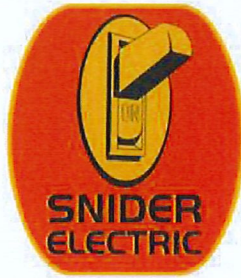
☐

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:

Snider Electric, LLC
43425 Hull 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
12795	05/04/2023	\$855.00	05/14/2023	Net 10	

P.O. NUMBER

Prof. Building light

DESCRIPTION	AMOUNT
1/31: Replaced a pole head that was broken in front of the Professional Building (Dentist office/Belleville Independent)	
labor: \$440	840.00
material: \$400	
Flat fee - Applied on Jun 14, 2023	15.00

Thank you for your business!

BALANCE DUE

\$855.00

CITY
(Signature)

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.

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: *WESTERN WAYNE COUNTY FIRE* Amount: *3638.56*
DEPARTMENT MUTUAL AID ASSOC
Purpose: *ANNUAL DUES PLUS*
HIRT ASSESSMENT

PART 1

☐

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:

☐

This purchase was for an emergency:

PART 2

☐

This purchase was based on competitive price quotes:

☒

This purchase is not based on competitive quotes because:

101.336.960.003

RJ

Western Wayne County Fire Department
Mutual Aid Association
5967 Bedford Pl
Ann Arbor, MI 48105
(248) 506-3401
WWMutualAid@gmail.com



INVOICE

BILL TO

z-City of Belleville
Attn: Fire Chief
6 Main Street
Belleville, MI 48111

INVOICE # 846

DATE 06/01/2023

DUE DATE 07/01/2023

TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Annual:Association Dues	1	3,000.00	3,000.00
Association Dues (base annual)			
Annual:Dues HIRT Assessment	3,991	0.16	638.56
Western Wayne Association Dues (per capita) WW HIRT/USAR Teams Assessment - based on 2010 census			

New Address: 5967 Bedford PL., Ann Arbor, MI 48105

BALANCE DUE

\$3,638.56

ACCOUNTS PAYABLE EXPENDITURES
COUNCIL MEETING ON
JULY 24 2023

DATE	AMOUNT	DESCRIPTION	G. TOTAL
7/24/2023	\$146,338.82	EFT	\$146,338.82
7/24/2023	\$117,944.03	CHECKS	\$117,944.03
GRAND TOTAL			\$ 264,282.85

[illegible]

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount	Status
Bank CHA2 CHASE NEW ACCOUNT								
07/20/2023	CHA2	6672	4465	ACCUSHRED, LLC	ACCUSHRED, LLC	SHREDDING PAPER (PD)	75.00	Open
07/20/2023	CHA2	6673	1171	AHEARN SIGNS	AHEARN SIGNS	CEMETERY	40.00	Open
07/20/2023	CHA2	6674	4525	AIR TEMPERATURE CONTROL	AIR TEMPERATURE CONTROL	CITY HALL-A/C REPAIR	94.50	Open
07/20/2023	CHA2	6675	4517	ALLOR, RYAN T.	ALLOR, RYAN T.	2023 LAKE FEST RESERVE PAY	280.00	Open
07/20/2023	CHA2	6676	4524	ANN ARBOR TOWNSHIP FIRE	ANN ARBOR TOWNSHIP FIRE	FIRE ACADEMY	1,000.00	Open
07/20/2023	CHA2	6677	4337	APEX SOFTWARE	APEX SOFTWARE	SKETCHING SOFTWARE ANNUAL RENEWA	260.00	Open
07/20/2023	CHA2	6678	0805	ATCHINSON FORD SALES IN	ATCHINSON FORD SALES IN	PD MAINT (REPAIRS) #218A	2,337.40	Open
				ATCHINSON FORD SALES IN	ATCHINSON FORD SALES IN	PD MAINT (REPAIRS) #218	557.37	Open
							2,894.77	
07/20/2023	CHA2	6679	1637	B&R JANITORIAL SUPPLY	B&R JANITORIAL SUPPLY	DDA SUPPLIES JUNE 2023	42.77	Open
07/20/2023	CHA2	6680	0817	BELLEVILLE AREA INDEPEN	BELLEVILLE AREA INDEPEN	ADVERTISING & CITY COUNCIL MEETIN	176.75	Open
				BELLEVILLE AREA INDEPEN	BELLEVILLE AREA INDEPEN	ADVERTISING & CITY COUNCIL MEETIN	38.50	Open
				BELLEVILLE AREA INDEPEN	BELLEVILLE AREA INDEPEN	ADVERTISING & CITY COUNCIL MEETIN	68.25	Open
				BELLEVILLE AREA INDEPEN	BELLEVILLE AREA INDEPEN	ADVERTISING	238.00	Open
							521.50	
07/20/2023	CHA2	6681	4333	BELLEVILLE CENTRAL BUSI	BELLEVILLE CENTRAL BUSI	CBC DUES FOR MAY 1, 2023 - APRIL	35.00	Open
07/20/2023	CHA2	6682	0028	BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	DDA SUPPLIES JUNE 2023	4.50	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	DDA SUPPLIES JUNE 2023	8.96	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	DDA SUPPLIES JUNE 2023	44.99	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	DDA SUPPLIES JUNE 2023	16.18	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	DDA SUPPLIES JUNE 2023	17.96	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	WATER SUPPLIES NOV 2022	53.92	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	DDA SUPPLIES JUNE 2023	17.96	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	KEYS	16.50	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	DPW SUPPLIES	13.64	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	FD-SUPPLIES	10.78	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	LOCAL ROADS - SUPPLIES/MAINTENAN	13.98	Open
				BELLEVILLE PRO HARDWARE	BELLEVILLE PRO HARDWARE	FD-SUPPLIES	11.69	Open
							231.06	
07/20/2023	CHA2	6683	4302	BIES, JASON	BIES, JASON	2023 LAKE FEST RESERVE PAY	380.00	Open
07/20/2023	CHA2	6684	1469\DK	CARDMEMBER SERVICE	CARDMEMBER SERVICE	JUNE 3 - JULY 2 OF 2023	1,629.07	Open
07/20/2023	CHA2	6685	4219	CINTAS	CINTAS	MEDICAL SUPPLIES POLICE DEPT	104.67	Open
07/20/2023	CHA2	6686	4252	COLLINGS, CRIS	COLLINGS, CRIS	2023 LAKE FEST RESERVE PAY	380.00	Open
07/20/2023	CHA2	6687	4067	CULLIGAN OF ANN ARBOR/D	CULLIGAN OF ANN ARBOR/D	WATER (CITY HALL) JUNE 2023	59.74	Open
07/20/2023	CHA2	6688	0898	CUMMINGS, MCCLOREY, DAV	CUMMINGS, MCCLOREY, DAV	LEGAL SERVICES - JUNE 2023	4,387.50	Open
07/20/2023	CHA2	6689	0465	DAWSON, ROBERT	DAWSON, ROBERT	RETIREE HEALTH COVERAGE REIMB. J	177.95	Open
				DAWSON, ROBERT	DAWSON, ROBERT	RETIREE HEALTH COVERAGE REIMB. J	177.95	Open
							355.90	
07/20/2023	CHA2	6690	0075	DTE ENERGY	DTE ENERGY	27 2ND ST STREETLIGHTING - 9100	44.23	Open
				DTE ENERGY	DTE ENERGY	26 5TH ST STREETLIGHTING - 9100	202.74	Open
							246.97	
07/20/2023	CHA2	6691	0075	DTE ENERGY	DTE ENERGY	STREET LIGHTING 9100-4050-3245	5,957.70	Open
07/20/2023	CHA2	6692	0076	DTE ENERGY	DTE ENERGY	6 MAIN - 9100 067 6536 6	855.74	Open
				DTE ENERGY	DTE ENERGY	190 HIGH - 9100 157 2026 1	61.78	Open
				DTE ENERGY	DTE ENERGY	25 2ND ST GAS & ELECTRIC	406.85	Open

CHECK REGISTER FOR CITY OF BELLEVILLE
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Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount	Statu
07/20/2023	CHA2	6693	4432	HOWARD L. SHIFMAN, P.C. ISSA, JIHAD JOHNS, NICK JUDITH JORDAN	DTE ENERGY	100 N LIBERTY	14.89	Open
					DTE ENERGY	7 SOUTH ELECTRIC & COMMERCIAL OV	141.97	Open
					DTE ENERGY	91 4TH ST - 9100 067 6478 1	27.79	Open
					DTE ENERGY	7 MAIN ST - 9100 067 6523 4	53.06	Open
					DTE ENERGY	370 E COLUMBIA - 9100 067 6548 1	275.85	Open
					DTE ENERGY	550 SAVAGE - 9100 067 6575 4	25.02	Open
					DTE ENERGY	445 WATERBURY CT - ELECTRIC	345.24	Open
					DTE ENERGY	46785 DENTON RD 910006765127	16.35	Open
					DTE ENERGY	460 WATERBURY - 9100 161 5572 3	210.79	Open
					DTE ENERGY	510 VICTORIAN LN - 9100 161 5598	14.89	Open
					DTE ENERGY	440 VICTORIAN LN - 9100 161 5585	155.64	Open
					DTE ENERGY	510 VICTORIAN LN - 9100 161 5598	14.89	Open
							2,620.75	
07/20/2023	CHA2	6698	4481	LANDSKROENER, RICH	HOWARD L. SHIFMAN, P.C.	LEGAL SERVICES THROUGH JUNE 202	231.00	Open
					ISSA, JIHAD	2023 LAKE FEST RESERVE PAY	280.00	Open
					JOHNS, NICK	2023 LAKE FEST RESERVE PAY	280.00	Open
					JUDITH JORDAN	JULY 2023 BOARD OF REVIEW	100.00	Open
07/20/2023	CHA2	6697	3132	KONICA MINOLTA BUSINESS	KONICA MINOLTA BUSINESS	MONTHLY MAINTENANCE FEES - TREAS	25.85	Open
					KONICA MINOLTA BUSINESS	MONTHLY MAINTENANCE FEES - TREAS	25.86	Open
					KONICA MINOLTA BUSINESS	MONTHLY MAINTENANCE FEES - TREAS	6.25	Open
					KONICA MINOLTA BUSINESS	MONTHLY MAINTENANCE FEES - TREAS	6.26	Open
07/20/2023	CHA2	6699	4527	MISSION POINTE	LANDSKROENER, RICH	FIRE DEPT REIMBURSEMENT	64.22	Open
					MISSION POINTE	PAYROLL 6/19/2023 - 7/2/2023	82.99	Open
					MISSION POINTE	PAYROLL 6/5/2023 - 6/18/2023	272.00	Open
					MISSION POINTE	PAYROLL 7/3/2023 - 7/16/2023	272.00	Open
07/20/2023	CHA2	6700	2760	MISTER MAT RENTAL SERVI	MISTER MAT RENTAL SERVI	CITY HALL - MAT RENTAL JUNE 2023	34.90	Open
					MISTER MAT RENTAL SERVI	CITY HALL - MAT RENTAL JUNE 2023	34.90	Open
					MISTER MAT RENTAL SERVI	CITY HALL - MAT RENTAL JULY 2023	34.90	Open
							104.70	
07/20/2023	CHA2	6701	4040	MOWBRAY, DENNIS	INSPECTION FEES JUNE 2023		1,160.00	Open
					MR. MUFFLER	OIL CHANGE VEH # 218	50.00	Open
					MR. MUFFLER	OIL CHANGE VEH # 218A	50.00	Open
					MR. MUFFLER	OIL CHANGE - VEH # 221	50.00	Open
07/20/2023	CHA2	6702	0145	NAPA AUTO PARTS OAKLAND COUNTY	NAPA AUTO PARTS	WATER - SUPPLIES/MAINTENANCE	150.00	Open
					OAKLAND COUNTY	CLEMIS	75.60	Open
							4,135.50	
07/20/2023	CHA2	6703	0403	OSBORNE CONCRETE COMPAN	OSBORNE CONCRETE COMPAN	CEMETERY - SUPPLIES/MAINTENANCE	744.00	Open
					OSBORNE CONCRETE COMPAN	CEMETERY - SUPPLIES/MAINTENANCE	28.00	Open
					OSBORNE CONCRETE COMPAN	CEMETERY - SUPPLIES/MAINTENANCE	28.00	Open
							800.00	
07/20/2023	CHA2	6704	1533	PRIEST, RANDOLPH PRIORITY ONE EMERGENCY	PRIEST, RANDOLPH	JULY 2023 BOARD OF REVIEW	100.00	Open
					PRIORITY ONE EMERGENCY	POLICE UNIFORM	171.99	Open
07/20/2023	CHA2	6705	0154	QUILL CORPORATION	QUILL CORPORATION	OFFICE SUPPLIES FD DEPT SEPT 20	29.78	Open
					QUILL CORPORATION	OFFICE SUPPLIES FD DEPT MARCH 2	110.98	Open
					QUILL CORPORATION	OFFICE SUPPLIES PD DEPT MARCH 2	49.41	Open

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07/20/2023	CHA2	6709	1629	RAICH, MATTHEW	RAICH, MATTHEW	2023 LAKE FEST RESERVE PAY	190.17	Open
07/20/2023	CHA2	6710	4475	RANDY BROWN LANDSCAPE IN	RANDY BROWN LANDSCAPE IN	GOATING RENTING SUMMER 2023 COB	80.00 2,597.50	Open
07/20/2023	CHA2	6711	3215	REPUBLIC SERVICES #241	REPUBLIC SERVICES #241	JUNE 2023 TRASH PICKUP	17,804.31	Open
07/20/2023	CHA2	6712	2379	RICOH USA, INC.	RICOH USA, INC.	2023 LAKE FEST RESERVE PAY	360.00	Open
07/20/2023	CHA2	6713	4343	ROARK, JONATHON	ROARK, JONATHON	COPY CHARGES	18,164.31	Open
07/20/2023	CHA2	6714	4506	RODRIGUEZ, HANNAH	RODRIGUEZ, HANNAH	JULY 2023 BOARD OF REVIEW	242.48	Open
07/20/2023	CHA2	6715	4301	SMITH III, JAMES	SMITH III, JAMES	2023 LAKE FEST RESERVE PAY	280.00	Open
07/20/2023	CHA2	6716	2714	SNIDER ELECTRIC LLC	SNIDER ELECTRIC LLC	DDA - ELECTRICAL REPAIRS	100.00	Open
07/20/2023	CHA2	6717	1017	STEVE SEXTON	STEVE SEXTON	2023 LAKE FEST RESERVE PAY	540.00 855.00 120.00	Open
07/20/2023	CHA2	6718	0711	SUMPTER ACE HARDWARE	SUMPTER ACE HARDWARE	WATER MAINT JUNE 2023	46.78	Open
07/20/2023	CHA2	6719	0459	TERMINIX PROCESSING CEN	TERMINIX PROCESSING CEN	PEST CONTROL CITY HALL & POLICE	116.99	Open
07/20/2023	CHA2	6720	0196	THE SENIOR ALLIANCE	THE SENIOR ALLIANCE	FY 2021 COMM MATCH FOR AREA AGEN	35.08	Open
07/20/2023	CHA2	6721	0210	VAN BUREN TOWNSHIP	VAN BUREN TOWNSHIP	DISPATCH & LOCKUP SERVICES - 3RD	68.38	Open
07/20/2023	CHA2	6722	3213	VERIZON WIRELESS	VERIZON WIRELESS	COB CELLPHONE BILLS MAY 13 - JUN	8.10	Open
07/20/2023	CHA2	6723	3156	WATT, JOSEPH	WATT, JOSEPH	INSPECTOR JUNE 2023	32.38	Open
07/20/2023	CHA2	6724	0702	WAYNE COUNTY ACCTS RECE	WAYNE COUNTY ACCTS RECE	TRAF SIG ENERGY-5/23	7.73	Open
07/20/2023	CHA2	6725	0219	WAYNE COUNTY TREASURER-	WAYNE COUNTY TREASURER-	BELLE VILLA MEADOWS JUNE 2023	(10.06)	Open
07/20/2023	CHA2	6726	0219	WAYNE COUNTY TREASURER-	WAYNE COUNTY TREASURER-	(LOZA LANE) LAKEVIEW MOBILE HOME	305.38	Open
07/20/2023	CHA2	6727	0219	WAYNE COUNTY TREASURER-	WAYNE COUNTY TREASURER-	BELLE VILLA LAKE MOBILE HOME TAX	72.00	Open
07/20/2023	CHA2	6728	3816	WCA ASSESSING	WCA ASSESSING	APPRAISAL SERVICES JULY 2023	320.00 457.00 777.00	Open
07/20/2023	CHA2	6729	4361	WELLS FARGO FINANCIAL S	WELLS FARGO FINANCIAL S	BILLING PERIOD 6/20/23 TO 7/19/2	49,605.35	Open
07/20/2023	CHA2	6730	4381	WESTERN WAYNE CO. F.D.	WESTERN WAYNE CO. F.D.	DUES & ASSESSMENT	205.52	Open
07/20/2023	CHA2	6731	4438	WILLIAMS EMERGENCY VEHI	WILLIAMS EMERGENCY VEHI	CAPITAL BUDGET POLICE VEHICLE (P	1,120.00	Open
07/20/2023	CHA2	6732	4512	WITMER PUBLIC SAFETY GR	WITMER PUBLIC SAFETY GR	UNIFORM FD EQUIPMENT MAINT.	349.24	Open
07/20/2023	CHA2	6733	4411	ZAX AUTO WASH	ZAX AUTO WASH	MAY 2023 CAR WASHES - PD	612.50	Open
07/20/2023	CHA2	6734	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	282.00	Open
07/20/2023	CHA2	6735	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	440.00	Open
07/20/2023	CHA2	6736	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	2,274.57	Open
07/20/2023	CHA2	6737	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	61.45	Open
07/20/2023	CHA2	6738	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	61.45	Open
07/20/2023	CHA2	6739	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	122.90	Open
07/20/2023	CHA2	6740	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	3,638.56	Open
07/20/2023	CHA2	6741	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	4,500.00	Open
07/20/2023	CHA2	6742	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	141.56	Open
07/20/2023	CHA2	6743	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	101.09	Open
07/20/2023	CHA2	6744	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	242.65	Open
07/20/2023	CHA2	6745	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	42.00	Open
07/20/2023	CHA2	6746	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	36.00	Open
07/20/2023	CHA2	6747	4411	ZAX AUTO WASH	ZAX AUTO WASH	APRIL 2023 CAR WASHES - PD	78.00	Open

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

Total of 62 Checks:
Less 0 Void Checks:

Total of 62 Disbursements:

117,944.03
0.00
117,944.03