

CITY OF BELLEVILLE REGULAR CITY COUNCIL MEETING

AGENDA

Monday March 18, 2024 - 7:30 pm

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

Join Zoom Meeting

<https://us02web.zoom.us/j/85372017544?pwd=aExNbS83UHRWdWV6bUplZndzRmRBdz09>

Meeting ID: 853 7201 7544

Passcode: 110377

One tap mobile

+13092053325,,85372017544#,,,,*110377# US

+13126266799,,85372017544#,,,,*110377# US (Chicago)

Dial by your location

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 876 9923 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 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)
- +1 346 248 7799 US (Houston)
- +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

Meeting ID: 853 7201 7544

Passcode: 110377

Find your local number: <https://us02web.zoom.us/j/k1l18GRQ>

1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

2. ROLL CALL

3. PRESENTATIONS & CITIZENS COMMENTS

- a. Presentations
 - i. Council Follow Up List
 - ii. Citizen Comments on Non-Agenda Items
 - iii. Legal Services Bid Review and Candidate Selection

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

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

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

6. PUBLIC HEARING

7. INTRODUCTION OF ORDINANCES

- a. Ordinance 24-002 – Amending Section 10 – Animals – First Reading
- b. Ordinance 24-003 – Creating Section 107 – Mobile Food Vendor – First Reading

8. GENERAL BUSINESS DISCUSSION

- a. Resolution # 24-011 – Splurge Foundation Gaming License
- b. Consideration of an Offer to Purchase - 100 Davis Street
- c. VC3 Department Head Laptop Quotes
- d. WDIV Skycam

9. ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES

- a. Accounts Payable

b. Departmental Expenditures

10. CITY MANAGER COMMENTS

11. CITY COUNCIL MEMBER COMMENTS

12. MAYOR'S COMMENTS

13. CITIZENS COMMENTS

14. ACTION ITEMS FOR NEXT REGULARLY SCHEDULED MEETING

15. ADJOURNMENT

Belleville City Council Meeting Follow-up List

	Issue Name / Description	Date Opened	Opened by	Proposed Action	Assigned to	Status Date	Due Date	Date Closed	Updated by Team Member	Details
1	<i>Street Repairs - Harbor Pointe, Church, Charles, and others</i>	4/19/21	Voigt		Rick	3/14/2024			Rick/Steve	All documents to the state. RFP greenlight forthcoming
2	<i>Recodification of Ordinances</i>	7/18/16	Council		Steve	3/14/2024			Steve	Seeking quotes for a full recodify and publishing of the Code. Last completed in 2005
3	<i>Charter Revisions</i>	8/3/20	Jesse Marcotte		Jason/Bri	3/14/2024			Jason	Have had 2 volunteers for the Charter Review Committee.
4	<i>New City Hall</i>	11/13/23	Jason/Council		Jason	3/14/2024			Jason	Next step is discussing with engineering on potential costs. Also, request for funding has been submitted to House and Senate electeds.
5	<i>City Hall Repairs</i>	11/13/23	Jason/Council		Jason	1/9/2014			Jason	Roof repair scheduled to begin this month. Supplies have been ordered.
6	<i>IT Infrastructure</i>	11/13/23	Steve		Steve/Jason	3/14/2024			Jason	Full onboarding is complete. Next step is formulating budgets for hardware and Office 365 migration is underway.

CITY OF BELLEVILLE
REGULAR CITY COUNCIL MEETING MINUTES
Monday, March 4, 2024 - 7:30 pm

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

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

1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

2. ROLL CALL

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

3. PRESENTATIONS & CITIZENS COMMENTS

A. Presentations

- None.

B. Council Follow Up List

- City Manager Smith updated Council on the Follow Up List.

C. Citizen Comments on Non-Agenda Items

- Linda LeBlanc
 - i. Complained that a past due water bill for the Loza Ln. community was publicized in the local paper, and does not understand why the bill is so high.
- Mike Renaud
 - i. Inquired about the DDA's plans with the two properties being purchased on Main St.

4. APPROVAL OF AGENDA

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

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

Motion Carried.

5. CONSENT AGENDA

A. Approval of Minutes

- a. February 20, 2024 Regular Meeting

B. Communications

- a. Fire Equipment Needs
- b. EGLE Drinking Water Testing Schedule

C. Quarterly Financial Report

D. DPS Activity Report

E. Special Events

a. LakeFest

b. Cub Scout Pack 793 Flower Sales

MOTION: Motion by Bates, supported by Priest approving the consent agenda items as presented.

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

Motion Carried.

6. GENERAL BUSINESS DISCUSSION

A. Lexipol Grant Writing Services

MOTION: Motion by Priest, supported by Bates approving city administration to enter into an agreement with Lexipol for grant writing services at a cost of \$7,500 a year for two years.

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

Motion Carried.

B. Resolution # 24-009 – Resolution of Support for CWW Funding Request

MOTION: Motion by Bates, supported by Kissel approving Resolution # 24-009, supporting the Conference of Western Wayne in seeking funding for public safety radios.

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

Motion Carried.

C. Schedule Budget Sessions

MOTION: Motion by Bates, supported by Beebe approving a schedule for the city's fiscal year 2024-25 budget sessions, with formal adoption slated for the Regular Meeting of the City Council on June 17th.

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

Motion Carried.

7. ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES

- a. Accounts Payable**
- b. Departmental Expenditures**
 - i. City of Livonia**
 - ii. Crawford Door**
 - iii. Miss Dig Membership Fees**
 - iv. Metro Environmental**
 - v. All Season's Landscape**
 - vi. CMP Distributors**

MOTION: Motion by Bates, supported by Kissel to approve Accounts Payable and Departmental Expenditures in excess of \$500, as presented.

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

Motion Carried.

8. CITY MANAGER COMMENTS

- Has a meeting in the morning with DTE and the Denton Road Bridge repair crew. He added that DTE is expected to begin relocation of a gas line near Doane's Landing in September, after which point the remainder of the bridge project can take place.
- Spoke with Mueller Systems regarding their pilot program for an updated meter read collection system, and determined that it would not be feasible for the city's needs. As a result, an RFP for water reading services will be produced and published.
- An RFP for legal services for the city is out, and has been generating a lot of interest thus far.
- Will be offering one of the open DPS positions to a candidate very soon, and a second interview for the other position is currently pending.
- Has met with providers of digital workflow services for DPS, which will assist in moving the department in a more efficient direction.

9. CITY COUNCIL MEMBER COMMENTS

- Council Member Beebe
 - No comments.
- Council Member Kissel
 - Thanked Clerk Hootman for all of her work on the Presidential Primary Election.
 - Thanked city staff on working to turn things around.
- Council Member Priest

- No comments.
- Mayor Pro-Tem Bates
 - Thanked everyone in attendance at the meeting.
 - Thanked Clerk Hootman and all of the Election Inspectors for their work on the Presidential Primary Election.
 - Noted that St. Patrick's Day is coming up.

10. MAYOR'S COMMENTS

- Excited about securing a grant writing service.
- Noted that RFPs will be going out soon for repair of roads within the city.
- Stated that grants for renovation of Victory Park & Station, as well as installation of a pickleball court have already been awarded to the city.
- Noted that it is great to have a full audience at the meeting.

11. CITIZENS COMMENTS

- Matthew Pineau
 - Stated that he would like to see more clarification on the existing ordinance pertaining to excess noise/nuisances, as opposed to the amendment of the current animal ordinance, which would result in banning of specific animals.
- Dr. Kenneth Williams
 - Expressed frustrations with a neighbor who has farm animals, stating that they are attracting mice and leaving a stench.

12. ACTION ITEMS FOR NEXT REGULARLY SCHEDULED MEETING

- Council Member Kissel asked if there were any updates on the DTE issue on Robbe Ave.

13. ADJOURNMENT

MOTION: Motion by Bates, supported by Kissel to adjourn at 8:43 PM.

No objections were noted.

Motion Carried.

Submitted by Briana Hootman, City Clerk/Treasurer



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

March 8, 2024

TO: MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY MEMBER

RE: **Monthly Acknowledgement Report**

Dear Member:

Attached, please find the Monthly Acknowledgement Report of all incidents and claims received by this office, from you, during the month of February 2024. If you have submitted any notice only, claim, or litigation during February 2024 that is not included on this report, or if there is something on this report that does not appear to belong to you, please contact MMRMA – Claims and advise at your earliest convenience.

The purpose of the report is to assure that no notice only, claim, or litigation is missed and all claims on the report belong to your entity.

If you have any questions, please do not hesitate to call 734-513-0300 or email me at skincaid@mmrma.org.

Sincerely,

Starr M. Kincaid, Esq.
Director of Claims and Legal Services
skincaid@mmrma.org

SMK/kf

Attachment(s)

Monthly Acknowledgement Report

City of Belleville

M0001053

For Period: 02/01/2024 To 02/29/2024

No Claims Have Been Reported For The Given Period



WAYNE COUNTY DRAIN COMMISSIONER

JEWETT DRAIN

NOTIFICATION OF NECESSITY

TO: CITY OF BELLEVILLE CLERK

This is to notify you that on February 27, 2024, a Board of Determination ordered and determined that the maintenance and improvement of the Jewett Drain is necessary and conducive to the public health, convenience or welfare. You are further notified that on March 5, 2024, the Deputy Drain Commissioner determined the maintenance and improvement will benefit public health in the following municipalities:

Van Buren Township

City of Belleville

A copy of the Order of Necessity and the Order of Public Health Determination are attached for your review. City of Belleville will be liable to pay a portion of the cost of this project by reason of benefits at large for public health.

Dated: March 5, 2024

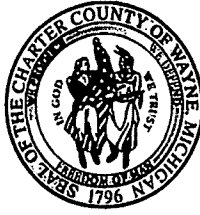
Patrick Cullen

Patrick Cullen

Wayne County Deputy Drain Commissioner

Certified Mailing Number:

7022 1670 0001 0109 1397



WAYNE COUNTY DRAIN COMMISSIONER

JEWETT DRAIN

ORDER OF NECESSITY

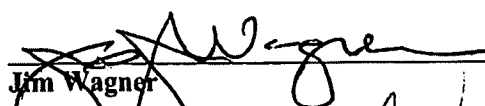
WHEREAS, a meeting was held by the Board of Determination on Tuesday, February 27, 2024, at Wayne County Community College District – Ted Scott Campus, Room A112, 9555 Haggerty Road, Belleville, MI 48111; and

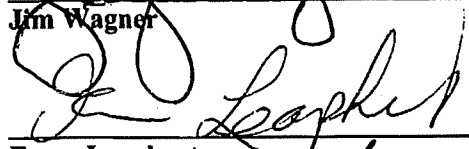
WHEREAS, the Board of Determination received evidence and heard testimony regarding the petition, dated October 8, 2023, for the maintenance and improvement of the Jewett Drain, and after receiving evidence and hearing testimony, made its determination whether the maintenance and improvement is necessary and conducive to the public health, convenience or welfare, pursuant to Chapter 8 of Public Act 40 of 1956, as amended.

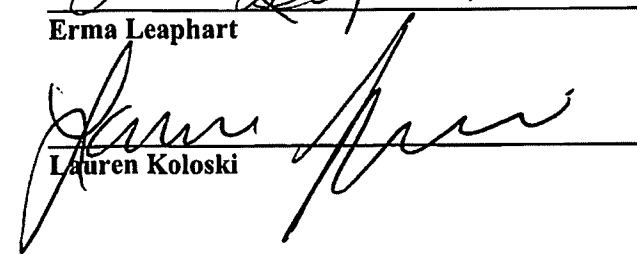
NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the proposed maintenance and improvement as set forth in the petition is necessary and conducive to the public health, convenience, or welfare.

DATED: February 27, 2024

BOARD OF DETERMINATION


Jim Wagner


Erma Leaphart


Lauren Koloski



WAYNE COUNTY DRAIN COMMISSIONER

JEWETT DRAIN

ORDER OF PUBLIC HEALTH DETERMINATION

WHEREAS, a petition, dated October 8, 2023, has been made and filed with the Wayne County Drain Commissioner for the maintenance and improvement of the Jewett Drain pursuant to Chapter 8 of Public Act 40 of 1956, as amended; and

WHEREAS, the petition was signed by a sufficient number of freeholders with lands liable for assessment in the Jewett Drain Drainage District; and

WHEREAS, the Board of Determination, at a meeting held on February 27, 2024, by a majority vote of the Board, determined that the proposed maintenance and improvement is necessary and conducive to the public health, convenience, or welfare; and

NOW, THEREFORE, the maintenance and improvement having been determined to be necessary and conducive to the public health, convenience, or welfare, I do hereby determine that the maintenance and improvement to the Jewett Drain shall benefit public health in the following cities, townships and villages that shall be liable for an at-large assessment:

**Van Buren Township
City of Belleville**

Dated: March 5, 2024

Patrick Cullen

Patrick Cullen
Wayne County Deputy Drain Commissioner

BELLEVILLE POLICE DEPARTMENT

YTD CRIME STATS & CALLS FOR SERVICE

FEBRUARY 2024

YTD Calls for Service – Comparison

<u>2022</u>	<u>2023</u>	<u>2024</u>
518	580	475

YTD Crimes Stats by Category – Comparison

CRIME CATEGORY – Class A	2022	2023	2024
ACCIDENT/CRASH	14	22	22
ASSAULT- SIMPLE	4	2	2
ASSAULT-AGGRAVATED	0	1	2
BURGLARY-ALL OTHER	0	0	0
BURGLARY-RESIDENTIAL	0	1	1
DAMAGE TO PROPERTY	2	3	6
DRUG OFFENSES	5	9	1
FAMILY OFFENSE	15	4	5
FORGERY/COUNTERFEITING	0	0	2
FRAUD	3	9	7
INTIMIDATION/STALKING	1	1	5
KIDNAPPING/ABDUCTIONS	0	0	0
LARCENY- FROM AUTO	2	0	0
LARCENY-ALL OTHER	3	2	5
LARCENY-RETAIL FRAUD	0	0	1
MISSING PERSON/RUNAWAY	1	0	0
MOTOR VEHICLE THEFT/FRAUD	2	1	0
OBSTRUCTING JUSTICE/POLICE	3	1	1
OUI LIQUOR/DRUGS	5	9	2
PUBLIC PEACE/DISORDERLY CONDUCT	1	2	3
ROBBERY	0	0	0
SEX CRIME	0	1	2
SEX OFFENSES	0	1	0
TRESPASSING/INVASION OF PRIVACY	2	2	0
WEAPONS OFFENSE	0	0	0

Belleville Special Event Application



Name/Type of Event	Fill the boat for Autism
Organization Name of Event Sponsor	Fire Department Association
Type of sponsoring organization	Fire Department
Organization Website Address	
Complete Address of Organization (PO Box is not acceptable)	25 Second st
Responsible Individual	Christopher Zwarg
Complete address of Responsible Individual (PO Box is not acceptable)	
24-hour emergency telephone number	
Cellular Phone Number	same
Email Address	
Driver's License Number and Date of Birth	N/A
Alternate Responsible Individual	N/A
Complete address of Alternate Responsible Individual (PO Box is not acceptable)	
Telephone Number	
Cellular Phone Number	
Email Address	
Driver's License Number and Date of Birth	
Schedule & Location	
Date(s) of Event (including Set-Up and Tear-Down)	4-2-24
Actual operational dates and hours of event	4-2-24 3pm-7pm
Beginning Time of Event (including Set-Up time)	3pm
Ending Time of Event (including Tear-Down time)	7:30pm
Location(s) of Event	Main / High
**Please Note: Emergency lanes for public safety access must be available at all times.	
Event Description	
Describe the purpose of this event	Raise money for Autism Awareness
Activities associated with event i.e. parade, vendors, concert, etc. (Attach additional documentation if necessary)	collect money with Fire Boat.
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?	

Belleville Special Event Application



Funding

How will this event be funded?	N/A
Who will be compensated for goods or services that support this event?	
Will the City be reimbursed for services rendered?	_____ YES _____ NO
Have you applied for and been granted an insurance policy for this event? <i>Please attach a copy of the policy.</i>	_____ YES _____ NO

Public Safety / Public Services

Approximate number of participants expected.	
What is the plan for parking?	Chase Lot
How will this event be staffed / supervised?	Five Fighters
Will event require Police, Fire, EMS services?	_____ YES <u>X</u> _____ 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.	
Describe in detail your plans to meet social distancing requirements and disinfection practices. <i>(Attach additional documentation if necessary)</i>	
Will event require City street closures? If yes, please attach a map clearly indicating which streets will be closed and when.	_____ YES <u>X</u> _____ 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. <i>(Attach additional documentation if necessary)</i>	_____ YES <u>X</u> _____ NO
Describe signage to be used for event. Include dates that signs will be put up and taken down, size and location of signage. <i>(Attach additional documentation if necessary)</i>	
<i>Refer to Sign Ordinance for details regarding allowable type(s) and permissible location(s) of signs</i>	
Describe the plan for rubbish collection and removal. <i>(Attach additional documentation if necessary)</i>	

Belleville Special Event Application



Public Safety / Public Services (continued)	
Will food be available / sold at event? If yes, describe by whom.	YES ☒ NO
Will alcoholic beverages be available / sold at event? If yes, describe by whom.	YES ☒ 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)	
Please Note: Special permission and permits 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	

Section 10 – Animals

Article I – General

§10.1 Scope and Purpose

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

§10.2 Definitions

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

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

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

Bears means any animal belonging to the Ursidae family.

Caring means any act by any person:

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

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

City means City of Belleville, Michigan.

Consistent Barking means any bark, howl, or noise emanating from an animal for a period of more than 2 consecutive hours, or 3 hours in any 5-hour period.

County means County of Wayne, State of Michigan.

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

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

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

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

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

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

Harboring – See *Caring*

Hen means a female chicken.

Hive means one colony of bees with only one queen.

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

Keeping – See *Caring*

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

Kitten means any cat under the age of four months.

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

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

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

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

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

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

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

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

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

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

Rooster means a male chicken.

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

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

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

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

Under restraint means that an animal is:

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

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

Vicious dog means:

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

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

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

§10.3 Restrictions on Keeping Certain Animals

- 1) *Pets.* No owners shall keep or house any animals or domestic fowl within the city except dogs, cats, nonpoisonous insects, and captive-bred species of rodents, common cage birds, cage birds kept pursuant to license under state or federal law, including but not limited to Michigan Act 451, PA of 1994, as amended, and the Wildlife Conservation Order as amended and under the Code of Federal Regulation (CFR), including but not limited to 50 CFF 13 subpart D and 50 CFR; 1.28 and 21.29, nonpoisonous aquarium reptiles, aquarium amphibians, and aquarium fish commonly classified as pets and which are customarily kept or housed inside dwellings as household pets.
- 2) *Dogs and Cats.* The keeping of more than three (3) dogs, more than three (3) cats, or any combination of dogs and cats totaling more than three (3), is prohibited. This does not include kittens or puppies less than four (4) months old.
- 3) *Wild animals.*

- a) No person shall own, possess, or have custody on his premises any wild or vicious animal for display, training, or exhibition purposes, whether gratuitously or for a fee. This section shall not be construed to apply to AAZPA accredited facilities or cage birds kept under state or federal license.
 - b) No person shall keep or permit to be kept any wild animal as a pet.
- 4) *Bees*. No owner shall keep or possess any apiary containing any stands or hives of bees except as provided by Section 10.8.
 - 5) *Keeping of Livestock*. The keeping of any livestock as defined in this section within the limits of the city is declared to be a nuisance and is prohibited.
 - 6) *Keeping of Pigs*. The keeping of any miniature pig, hog, or swine within the limits of the city is declared to be a nuisance and is prohibited.
 - 7) *Keeping of Poisonous Animals*. The keeping of all venomous animals as defined in this section within the limits of the city is declared a nuisance and is prohibited.
 - 8) *Keeping of Fowl*. The keeping of any ducks, geese, doves, pigeons, roosters, or other fowl is prohibited and declared to be a nuisance except for no more than three (3) hen chickens as provided by Section 10.7.
 - 9) *Keeping of Wild Cats*. The keeping of wild cats as defined in this section is declared a nuisance and is prohibited.
 - 10) *Keeping of Crocodilian Reptiles*. The keeping of crocodilian reptiles as defined in this section is declared a nuisance and is prohibited.
 - 11) *Keeping of Bears*. The keeping of bears as defined in this section is declared a nuisance and is prohibited.
 - 12) *Sale of Wild or Exotic Animals*. The keeping or sale of all wild or exotic reptiles or animals is prohibited unless applicable state and/or federal licenses are obtained, and business is established in the appropriately zoned area.
 - 13) *Rights protected by the Michigan Right to Farm Act excluded*. This section does not extend or revise in any manner the provisions of the Michigan Right to Farm Act or generally accepted agricultural and management practices developed under the Michigan Right to Farm Act. Specifically, the following are excepted from the prohibitions of this section: A farm or farm operation under the Michigan Right to Farm Act that conforms to generally accepted agricultural and management practices according to policy determined by the Michigan Commission of Agriculture and, therefore, is not a public nuisance pursuant to MCL 285.473; and a farm or farm operation that existed before a change in land use or occupancy of land

within one mile of the boundaries of the farm land, and if before that change in land use or occupancy of land, the farm or farm operation would not have been a nuisance.

14) *Compliance.* The owner(s) of all private real property shall comply with this section.

15) *Municipal civil infraction.* A person who violates any provision of this section is responsible for a municipal civil infraction, subject to payment of a civil fine as set forth in this section. Repeat offenses under this section shall be subject to increased fines as set forth in this section.

§10.4 Restraint

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

§10.5 Animal Waste

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

§10.6 Care of Animals

No person shall:

- a) Fail to keep any premises where animals are kept in a clean and sanitary condition, or allow such premises to accumulate waste products to permit odors to be perceptible on any adjoining premises; or

- b) Confine any animal within an unoccupied vehicle that has no method of ventilation, air circulation, or heat/cold mediation (i.e. heat or air conditioning).
- c) Confine any animal on a leash or chain which fails to allow such animal sufficient room for movement to exercise; or
- d) Fail to keep any animal in other than a humane manner; or
- e) Own any animal which causes a disturbance by excessive barking, yelping, howling, or other noise making.
- f) Inappropriately tether a domesticated animal in violation of this subparagraph. As used herein, *tethering* means the practice of securing a domesticated animal to a stationary object by means of a metal chain or coated steel cable for keeping a domesticated animal restrained. Tethering does not mean walking a domesticated animal on a leash, or for temporary grooming, or other professional service. It shall be unlawful for a person to:
 - i) Continuously tether a domesticated animal for more than three hours per day; or
 - ii) Tether a domesticated animal on a tether made of anything but a coated steel cable more than ten feet in length; or
 - iii) Use a tether or any assembly or attachments thereto to tether a domesticated animal that shall weigh more than 10% of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area tethered; or
 - iv) Tether a domesticated animal on anything except a buckle-type collar or harness, or tethering on a choke chain or around the domesticated animal neck, or tethered to training collars such as choke or pinch-style collars, or in such a manner as to cause injury, strangulation, or entanglement of the domesticated animal on fences, trees, or other man made or natural obstacles; or
 - v) Tether a domesticated animal without access to shade when sunlight is likely to cause overheating, or appropriate shelter to provide insulation and protection against cold and dampness when the atmospheric temperature falls below 40 degrees Fahrenheit, or to tether a domesticated animal without securing its food and water supply so that it cannot be tipped over by the tether; or
 - vi) Tether a domesticated animal in an open area where it can be teased by persons or an open area that does not provide the domesticated animal protection from attack by other animals; or

- vii) Tether a domesticated animal in an area where bare earth is present, and no steps have been taken to prevent the surface from becoming wet and muddy in the event of precipitation; or
 - viii) Tether a domesticated animal less than four months of age; or
 - ix) Tether more than one domesticated animal to a single tether; or
 - x) Tether a domesticated animal to a stationary object which would allow a domesticated animal to come within five feet of any property line; or
 - xi) Tether a domesticated animal without a swivel attached and/or equipped on both ends.
 - xii) A police officer or animal control officer, or their designee, may in their discretion order a more restrictive tethering requirement if circumstances require and it is not detrimental to the health, safety, or welfare of the domesticated animal.
- g) *Revocation.* Any permit or license may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee or licensee has violated applicable City ordinance provisions, permit or license conditions, or due to substantiated neighbor complaint(s), or at the request of the property owner.
 - h) *Civil Infraction.* If the requirements of this subsection are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation as outlined in Section 10.9.
 - i) *Animal Fighting.* No person shall own any animal for the purpose of fighting with any other animal, and no person shall permit, maintain, promote or in any manner allow animal fighting on any premises owned, leased or otherwise in control of such person, whether such animal fight is for profit, sport or otherwise.

§10.7 Keeping of Hens

- 1) *Permit Required.* Any person who keeps hens in the City of Belleville shall obtain a permit from the city prior to acquiring the hens and pay a permit fee set by the city council. This permit shall be kept by the owner and presented upon demand by any city official or police officer. Permits are non-transferable and do not run with the land. A permit may be obtained by any property owner of a property whose principal use is as a single-family or two-family zoned property within the city. Permits are renewable for two-year periods. Permits shall provide a limited license for the activity, and no vested zoning rights shall arise from said permit issuance.
- 2) *Private Restrictions.* Notwithstanding the issuance of a permit by the city, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, and covenant deeds. A permit issued to a person whose property is subject to

private restrictions that prohibit the keeping of hens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.

- 3) *Compliance.* A person who keeps or houses hens on their property shall comply with the following requirements:
- a) Must obtain a permit pursuant to subsection 10.7.1 of this section.
 - b) Any person obtaining a permit pursuant to 10.7.3 of this section may be subject to inspection of the property to ensure compliance with this subsection 10.7.3. Any ordinance violations encountered during the process of the inspection are enforceable.
 - c) Keep no more than a total of three hens for personal use and may not use hens for any business or commercial purpose.
 - d) The principal use of the person's property must be for a single-family dwelling or two-family dwelling.
 - e) If the property is non-owner-occupied, the applicant must obtain signed, notarized consent from the property owner and any lessees to the property.
 - f) No person shall keep a male chicken (rooster).
 - g) Any person keeping hens shall remain subject to public nuisance animal controls.
 - h) The hens shall be provided with a covered enclosure and must be kept in the covered enclosure for flighted species, or a fenced enclosure for flightless species at all times. A person keeping hens is encouraged to utilize a covered enclosure for protection from wild predator birds. Fenced enclosures are subject to applicable zoning requirements and restrictions.
 - i) A person shall keep hens in the backyard only. For this subsection, *backyard* means the portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family or two-family structure and extending to the side lot lines.
 - j) All enclosures for the keeping of hens shall be constructed, repaired, and maintained in a manner to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure.
 - k) All feed and other items associated with the keeping of hens that are likely to attract or to become infested shall be so protected to prevent rats, mice, or other rodents from gaining access to or encountering it.

- l) Chicken coops and enclosures shall be at least 20 feet from any residential structure not owned by the permittee unless written permission is granted from the owner of the affected residential structure.
 - m) Slaughtering, butchering, or otherwise killing of any chickens at the property is prohibited.
- 4) *Revocation.* Any permit may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee has violated applicable City ordinance provisions, permit conditions, or due to substantiated neighbor complaint(s), or at the request of the property owner.
 - 5) *Civil Infraction.* If the requirements of subsection 10.7 are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation as outlined in Section 10.9.

§10.8 Keeping of Honeybees

- 1) *Permit Required.* Any person who keeps honeybees in the City of Belleville shall obtain a permit from the city prior to acquiring the honeybees and pay a permit fee set by the city council. This permit shall be kept by the owner and presented upon demand by any city official or police officer. Permits are non-transferable and do not run with the land. A permit may be obtained by any property owner of a property whose principal use is as a single-family or two-family zoned property within the city. Permits are renewable for two-year periods. Permits shall provide a limited license for the activity, and no vested zoning rights shall arise from said permit issuance.
- 2) *Zoning.* Any person residing in a residentially zoned district property, on a property with an area no less than five thousand (5,000) square feet and obtaining a permit from the city, may keep not more than two (2) honeybee hives in the city for personal use only and not for any business or commercial use.
 - a) *Exemption.* The Belleville Area District Library is exempt from this provision. This exemption does not exempt compliance of all other provisions of Section 10.8
- 3) *Consent of neighboring property owners.* Applicants must obtain the signed consent of all property owners within one hundred (100) feet and/or that share a common boundary with the applicant and submit this as part of the application.
- 4) *Confirmation of Beekeeping Course.* Applicants must also submit an affidavit of having completed a beekeeping course through a beekeeping club, a university extension office or other reputable source.
- 5) *Additionally Requested Information.* Plot plans and site drawings and any other information required by the building department must also be submitted with the application.

- 6) *Non-owner-occupied Residences.* If the property is non-owner-occupied, the applicant must obtain signed, notarized consent from the property owner and any lessees to the property.
- 7) *Private Restrictions.* Notwithstanding this section, private restrictions on the use of property shall remain enforceable. Private restrictions include but are not limited to deed restrictions, neighborhood association by-laws, and covenant deeds.
- 8) *Compliance.* A permit holder shall comply with all the following requirements:
 - a) The hives must be at least twenty-five (25) feet from any edge of a permit holder's property line unless one of the following circumstances applies, in which case the hives must be at least ten (10) feet from each property line:
 - i) The hives are at least eight feet above the adjacent ground.
 - ii) The hives are less than six (6) feet above the adjacent ground and are behind a flyaway barrier consisting of dense hedges, shrubbery, solid fencing, or combination thereof which is at least six (6) feet in height and parallel to any property within twenty-five (25) feet of the hives and extending at least twenty (20) feet beyond the hive in both directions.
 - b) All honeybee colonies shall be kept in hives with removable frames, which shall be kept in sound and usable condition. No hive shall be taller than four (4) feet from the base of the hive stand unless secured with a ratchet strap.
 - c) Each permit holder shall ensure that a convenient source of water is always available to the bees during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths or other water sources where they may cause human, bird, or domestic pet contact.
 - d) Each permit holder shall ensure that no bee comb or other materials are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container and placed within a building or other approved accessory bee-proof structure.
 - e) In any instance in which a colony exhibits unusual aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition toward swarming, it shall be the duty of the permit holder to promptly re-queen the colony with another queen. Queens shall be selected from European stock bred for gentleness and non-swarming characteristics.
 - f) No more than two (2) hives shall be kept on any one premise, in the City.

- g) All permit holding beekeepers must post a weatherproof sign adjacent to the hive and along any public frontage, but in no instance beyond the front or side building line as defined in the City of Belleville zoning ordinance, notifying the public that honeybees are kept on the premises. This sign should contain the name of the permit holder and a current phone number to reach them and shall comply with City of Belleville sign regulations.
- h) Upon receipt of information that any colony situated within the city is not being kept in compliance with this article, the building inspector shall cause an investigation to be conducted. If they find that grounds exist to believe that one or more violations have occurred, they shall issue a civil infraction to the beekeepers.
- i) A civil infraction citation may be issued to the beekeepers once per week until such time as the bees are destroyed, removed, or the problem is corrected.
- j) If, after a civil infraction is issued and the beekeeper does not cause the violation to be corrected in a prompt manner, the city may, at its discretion, revoke the beekeeper's permit and cause the colony or colonies to be destroyed.
- k) The provisions of this section shall not prevent the city from destroying bees or a bee colony if there is an immediate need to protect public safety. Such circumstances include, but are not limited to:
 - i) A bee colony not residing in a hive structure intended for beekeeping; or
 - ii) A dangerous swarm of bees that poses an immediate risk to the safety of humans; or
 - iii) A colony residing in a standard or man-made hive which, by virtue of its condition, has obviously been abandoned by the beekeeper.
- 9) *Michigan Law.* The beekeeper shall fully comply with all State of Michigan Apiary Laws, MCL 286.801 et al., including future revisions to Michigan Apiary Law. Additionally, a beekeeper selling honey must obtain and maintain a food establishment license if required to do so by the Michigan Food Law of 2000, MCL 289.4101 et al.
- 10) *Revocation.* Any permit may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee has violated applicable City ordinance provisions, permit conditions, or due to substantiated neighbor complaint(s), or at the request of the property owner.
- 11) *Civil Infraction.* If the requirements of subsection 10.8 are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation as outlined in Section 10.9.

§10.9 Penalties

- 1) In addition to any remedy available under Michigan law, the City of Belleville Charter or the Belleville Code of Ordinances, a law enforcement officer may issue a civil infraction to the permit holder containing a fine for any violation of this section.
- 2) *Notice.* Prior to the issuance of a citation, notice of a violation of this section shall be posted on the front entrance of the structure on the property and provide that the cited violation be corrected in five (5) business days. If the property is non-owner-occupied, notice of the violation will be sent to the property owner of record.
- 3) *Fines.* Unless the violation is corrected within five (5) business days of the posting of the notice, a civil infraction shall be issued to the permit holder. The fine for violating any provision of this section shall be fifty dollars (\$50.00). Each week of violation of a provision of this Chapter shall constitute a separate violation. Repeat violations shall carry increased fines at the following schedule:

Violation	Fine	Additional Penalty
1	\$50.00	After 10 business days, Revocation of applicable licenses until violation is corrected
2	\$100.00	1-year revocation of applicable licenses
3	\$200.00	permanent revocation of applicable licenses

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

§10.10 Cost Recovery

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

§10.11 Severability

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

§10.12 Inconsistent provisions repealed

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

§10.13-§10.30 Reserved

Article II – Impoundment, Disposition, and Vicious Animals

§10.31 Penalty

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

§10.32 Impoundment Authorized

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

§10.33 Impoundment Fees

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

- 4) The police department shall keep a record of all seizures of animals.

§10.34 Disposition of Impounded Animals

- 1) All animals not claimed within 72 hours after being impounded shall become property of the impound location to be rehomed. No non-violent animal impounded from within the city limits of the City of Belleville shall be euthanized by any impound location.
- 2) The City of Belleville shall pay costs associated with the housing of an impounded animal(s) that are not claimed by the owner. The city may recover all costs associated by any means allowable under applicable law.

§10.35 Vicious Animals

- 1) *Determination of a Vicious Animal.* Any law enforcement officer shall investigate all complaints of a vicious animal. If the law enforcement officer has reasonable cause to believe that an animal is vicious, they shall inform the city's prosecuting attorney, who shall request the court holding proper jurisdiction to conduct a hearing on whether the animal should be declared vicious under this section. The issue of whether the animal is a vicious animal within the meaning of this section shall be decided based upon the preponderance of the evidence. If the court rules the animal to be vicious, it may order that the animal be confined to the owner's premises or euthanized. The court may establish a time schedule to ensure compliance with this section, but in no case shall such time exceed 30 days after the date of the court's determination. Court costs for such action shall be taxed against the owner of the animal. The court may decide all issues for or against the owner of the animal if the owner fails to appear at the hearing, and the determination of the court shall be final and conclusive upon all parties thereto. If the law enforcement officer has probable cause to believe that the animal in question is vicious and may pose a threat of serious harm to human beings or other domestic animals, the law enforcement officer may seize and impound the animal pending the hearing. The owner of the animal shall be liable to the city or impounding shelter for the costs and expenses of keeping such an animal.
- 2) *Rabid Animal.* Any animal which has contracted rabies, or is suspected of having rabies is considered vicious, and shall be seized and impounded for treatment and observation for up to ten (10) days. The owner of the animal shall be liable to the city or impounding shelter for the costs and expenses of keeping such an animal. If the court so rules, it may be ordered that he animal be euthanized.
- 3) *Possession of Certain Animals Prohibited.* It is unlawful for any person to possess, harbor, breed, exchange, buy or sell any animals prohibited in Section 10.3.
- 4) *Ownership Requirements.* The owner of a vicious animal must:

- a) Be 18 years of age or older; AND
 - b) Have such animal registered, licensed, and proof of sterilization (i.e. paperwork, tattoo, etc.); AND
 - c) Provide information including the name, address, and telephone number of the person from whom or the place where the owner acquired the animal; AND
 - d) Notify law enforcement within a 24-hour period when the owner has knowledge that the animal is at large, is unconfined, has attacked an individual or other animal, or that the dog has died; AND
 - e) Notify law enforcement when the animal is sold or given away to another person. The notification shall include the name, address, and telephone number of the new owner.
 - f) The owner of a dangerous or vicious animal shall not suffer or permit such an animal to be unconfined, unless such animal is securely restrained, leashed, and muzzled.
- 5) *Requirements for Registration.* Upon a finding by the court that an animal is vicious, its owner shall comply with the following requirements for licensing:
- a) *License application.* The owner shall apply to the City Clerk for a vicious animal license which shall be valid for one year from the date of its approval provided all conditions of this section and applicable court orders have been met. The license shall be renewable for successive one-year periods provided that the animal is to be kept on the same premises under the same conditions and its owner has not violated any conditions of this section or any court order during the previous 12-month period. No such license shall be transferable to a new owner of the animal or to a new location or address where the animal will be kept.
 - b) *Insurance.* Prior to the receipt of a license, the owner shall present to the City Clerk proof that the owner has procured liability insurance in the amount of at least one hundred thousand dollars (\$100,000.00) covering any damage or injury which may be caused by such vicious animal during the 12-month period for which licensing is sought, which policy shall contain a provision naming the city as an additional insured and shall provide that the city shall be notified by the insurance company of any cancellation, termination or expiration of the liability insurance policy. In addition, the owner shall sign a statement attesting that the owner shall maintain and not voluntarily cancel the liability insurance during the 12-month period for which licensing is sought, unless the owner shall cease to keep or harbor the vicious animal prior to expiration of such licenses.
- 6) *Signs.* Prior to the receipt of a license, the owner shall display a sign in a prominent place on his or her premises warning of a vicious animal on the premises. Said sign shall be visible and capable of being read from any adjacent public right-of-way.

- 7) *Confinement of vicious animal.* Prior to the receipt of a license, the owner shall provide for the confinement of the vicious animal. If the vicious animal is to be confined outdoors, the animal shall be confined to a pen or structure with secure sides and top attached to the sides. The structure shall have a secure bottom or floor attached to the sides of the pen or the structure shall be embedded in the ground no less than two feet. The structure shall be constructed in accordance with any applicable building codes and made of new materials and be designed to prevent any escape from the animal or entry of an unauthorized person or minor under 18 years of age. In addition, the size and location of the structure shall comply with the provisions of the zoning ordinance of the city including lot coverage and setback requirements applicable to accessory structures. The owner shall keep the structure always locked with a padlock or keylock that the vicious animal is kept inside the structure and shall keep the structure adequately lit and in a clean and sanitary condition. If the vicious animal is to be confined indoors, the vicious animal shall not be kept on a porch or patio or in any other part of a house or structure that would allow the animal to exit of its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the animal from exiting.
- 8) *Proximity to schools.* If the court rules an animal to be vicious, and the owner of the animal lives within 500 feet of a school, the court may impose additional regulations to safeguard the public, up to and including ordering the animal permanently removed from the area.
- 9) *Control of vicious animals.* All vicious animals shall be confined as previously described in this section. It shall be unlawful for any owner to maintain a vicious animal upon any premises which does not have a locked enclosure, unless such a vicious animal is at all times maintained in the owner's dwelling. It shall be unlawful for any owner to allow any vicious animal to be outside of the dwelling of the owner or outside of the enclosure unless it is necessary for the owner to obtain veterinary care for the vicious animal or to sell or give away the vicious animal or to comply with commands or directions of the court, the law enforcement officer, with respect to the vicious animal, or to comply with licensing provisions of this section. In such an event, the vicious animal shall be securely muzzled and restrained with a choker chain and leash having a minimum tensile strength of 300 pounds and not exceeding three feet in length. The muzzle shall be made and fitted in a manner that will not cause injury to the animal or interfere with its vision or respiration but shall prevent it from biting any human or animal. The animal shall be under the direct control and supervision of the owner of a vicious animal or his agent, either of whom shall be, in any event, a person of 18 years of age and physically capable of restraining the animal.
- 10) *Reporting requirements.* An owner shall notify the City Police Department immediately upon discovery that a vicious animal is on the loose, is unconfined, has attacked another animal or human being, or has been stolen. An owner shall notify the City Clerk in writing within one day if the vicious animal has been sold or given away or has died, and, if the vicious animal has been sold or given away to a new owner residing within the city, the owner shall also provide the City Clerk with the name, address, and telephone number of the new owner of the vicious animal.

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

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

12) *Penalties for violation.*

- a) *Failure to comply/show cause hearing.* Upon an owner's failure to comply with any condition in the court order finding an animal to be vicious, the law enforcement officer shall confiscate the animal and impound same pending a hearing requiring the owner of the animal to show cause why the animal should not be immediately destroyed. The owner of the animal shall be liable to the city for the costs and expenses of keeping such an animal. Failure to comply shall, among other things, include:
 - i) The failure to obtain a vicious animal license in accordance with this section; or
 - ii) The failure to secure liability insurance in accordance with this section; or
 - iii) The failure to confine the vicious animal to the premises with appropriate signage in accordance with this section; or
 - iv) The animal's presence outside of the owner's dwelling or the enclosure except as provided in this section; or
 - v) The failure to comply with the reporting requirements of this section.
- b) *Vicious conduct/show cause hearing.* If any vicious animal shall, when unprovoked, kill, wound or assist in killing any domestic animal belonging to or in the possession of any person, or if any vicious animal shall, when unprovoked, attack, assault, wound, bite or otherwise injure a human being, the law enforcement officer shall confiscate and impound the vicious animal pending a hearing within seven days requiring the owner of the animal to

show cause why the animal should not be destroyed. The owner of the animal shall be liable to the city for the costs and expenses of keeping such an animal.

§10.36-10.60 Reserved

Article III – Dogs

§10.61 License Required

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

§10.62 Application

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

§10.63 Fee; issuance of tag; duplicate licenses

- 1) *Fee.* Upon payment of license fee, the city clerk or their designee shall issue to each applicant a license to own or harbor a dog for the term commencing July 1 and terminating on June 30 next following. The city clerk or their designee, at the time of issuing the license or renewal of an expiring license, shall collect the license fee, as set by resolution of the city council. An additional fee as set by resolution of the city council, shall be collected after August 1 of each year unless the applicant shows proof that a license was not required as of the previous July 1.
- 2) *Issuance of Tag.* Upon issuance of the license, the city clerk or their designee shall provide to the applicant a tag made of durable material, which shall be dated and bear a serial number together with the words "City of Belleville". No tag shall be used on the collar or harness of any dog other than the dog for which it was issued.
- 3) *Duplicate licenses.* Duplicate licenses can be obtained upon application and payment of a fee as set by resolution of the city council.
- 4) *Exceptions.*
 - a) A dog is not subject to any fee for licensing if either of the following applies:

- i) The dog is a service animal, as defined by this section.
 - ii) The dog is owned by a partnership, corporation, or other legal entity that trains service animals.
- 5) *Transfer.* No license or license tag issued for one dog shall be transferable to another dog. Whenever the ownership or possession of any dog is transferred from one person to another within the city, the license of such dog may be likewise transferred, upon proper notice, in writing, by the last registered owner, given to the city clerk or their designee, who shall note such transfer upon the record. This chapter does not require the procurement of a new license, or the transfer of a license already secured, where the possession of a dog is temporarily transferred for the purpose of boarding, hunting, game, breeding, trial, or show.
- 6) *Lost Tag.* If the dog license tag is lost, it shall be replaced by the city clerk or their designee, upon application by the owner of the dog, and upon production of such license and a sworn statement of the fact regarding the loss of such tag. The cost of such replacement shall be as established by resolution of the city council.
- 7) *Evidence of Ownership.* In all prosecutions for violation of this section, the records of the clerk's office, or lack of such records, showing the name of the owner to whom any license was issued and the license number, and the license tags affixed to the collar or harness of the dog showing a corresponding number, shall be prima facie evidence of ownership or non-ownership of any dog and of issuance or non-issuance of a dog license or tag.

§10.64 Wearing of Collar and Tag

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

§10.65 Kennels; Kennel Licenses

- 1) *License Required.* No person shall operate a kennel in the City without first applying for and obtaining a kennel license from the City Clerk.
- 2) *Restrictions.* No person, other than a licensed veterinarian, shall operate a kennel in the City except in areas zoned industrial.
- 3) *Fee.* An applicant for a kennel license shall pay to the City Clerk the sum set by resolution of the City Council.

- 4) *License Posting.* The person operating a kennel shall post the license required by this section upon the premises so licensed.
- 5) The kennel license required by this section shall not be transferable.
- 6) No kennel shall have more than ten dogs at any time.

§10.66 Penalty

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

§10.67-10.999 Reserved

Name	Type	Population	Animal Ordinance?	Count	Prohibitions
Boyer	City	3,821	Yes	N/A	No barnyard animals of any kind
Canton	Township	98,251	Yes	N/A	No person shall own or keep more the three to a maximum of five dogs over 12 weeks of age without first applying for and receiving from the township clerk an animal fancier's permit.
Eaton Rapids	City	5,201	Yes		No barnyard animals, hens by permit only, no more than 4
Jackson	City	31,420	Yes	3	No barnyard animals, except no more than three hens. The keeping of more than three (3) dogs, more than three (3) cats, or more than two (2) miniature pigs, or any combination of dogs, cats or miniature pigs totaling more than three (3), is prohibited unless the property is classified as a kennel in a C-4 zoning district as provided in subsection 28-71(3) of this Code. This does not include dogs or cats less than four (4) months old. The owner of all private real property shall comply with this section.
Linden	City	4,125	Yes	3	No barnyard animals of any kind
Litchfield	City	1,195	Yes	5	Common Household Pets Only
Lowell	City	4,127	Yes	N/A	No barnyard animals of any kind

Milan	City	6,153	Yes		3	Also allowed up to 4 hens, no roosters or other barnyard animals
Otsego	City	4,083	Yes			
Plainwell	City	3,763	Yes		N/A	No barnyard animals of any kind
Portland	City	3,816	Yes		N/A	Allow up to 4 hens OR six ducks, no other barnyard animals
Romulus	City	25,055	Yes		N/A	Unlawful for any person to possess, keep or maintain any wild or exotic animal or any poisonous reptiles
Shelby	Village	4,114	Yes		4	Up to two dogs and/or two cats. Up to 3 fowl OR rabbits if lot is under 1 acre. One cow, pig, OR other hooved livestock if over 1 acre (no more than 5 total). One horse if over 2 acres (no more than 2 total). No limit over 5 acres. No dangerous or exotic animals.
South Haven	City	3,999	Yes		See Notes	Up to 2 rabbits, up to 25 pigeons or doves, 6 fowl (no roosters), 2 goats (female only), 1 pig (no wild boar), bees allowed (number of hives varies by lot size)
Stockbridge	Village	3,928	No			Referred to Ingham County Animal Control Ord.
Sumpter	Township	9,627	Yes		N/A	Pertains to dogs only
Taylor	City	62,937	Yes		No	
Van Buren	Township	30,214	Yes		No	

Wayne	City	17,568	Yes	No	The keeping of pigs, cows, sheep, goats, chickens, ducks and more than two rabbits is prohibited, except where the requirements of one-half acre under this chapter are met
Ypsilanti	Township	55,599	Yes	No	No pit bulls
Ypsilanti	City	20,204	Yes	No	No owners shall keep or house any animals or domestic fowl within the city except dogs, cats, nonpoisonous insects, and captive-bred species of rodents, common cage birds. Bees by permit. Hens, ducks, or drakes by permit only (limit 4), no roosters

Food Truck Ordinance?	Allowed?	Zoning Requirement	Inspection Requirement	Notes
No				
Yes	Yes	Commercial and residential allowed with specific allowable hours and noise regulations.	None	Application reviewed by clerk
No				
No				
Yes	Yes	Local Service, General Commercial, or Central Business	None	Application reviewed by clerk. Cannot operate within 250 feet of a brick and mortar restaurant during the restaurant's normal business hours
No				
Yes	Yes	N/A	None	Application reviewed by clerk. Cannot operate within 150 feet of a brick and mortar restaurant. Subject to noise restrictions

No						
Yes	Yes	Downtown property, city public parks, M-89 food truck eligible property	None		Application reviewed by clerk.	
No						
No						
Yes	Yes	No, unless it impacts residential developments, or impacts Downtown Development. Airport allowed with Airport permission	None		Application reviewed by clerk.	
Yes	Yes	No	None		Considered a transient trader. 90 day license required.	
Yes	Yes	In zones where food service is permitted. Residential up to 2x per year for private events	None		Application reviewed by the clerk. Good until end of calendar year. Must be prominently displayed.	
Yes	Yes	Central Business District, General Commercial District, Highway Commercial District, Public District, all as temporary accessory uses	None		Application reviewed by the clerk.	
No						
No						
No						

No	Yes	B2, Regional Business District	None	Accessory Use
No				
Yes	Yes	center, parks, general corridor, neighborhood corridor, and health and human services zoning districts.	None	Approval by planner. Can use no more than 20% of the required parking spaces, hours and noise restrictions

Chapter 107

Mobile Food Vending

§107.01 Definitions

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

City means City of Belleville, Michigan.

County means County of Wayne, State of Michigan.

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

Mobile Food Vehicle means a motorized vehicle or trailer used for the purpose of selling prepared food and/or beverage to the public.

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

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

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

Owner means any person, partnership, or corporation.

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

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

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

§107.02 Scope

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

1. *Exceptions*. This chapter does not apply to:
 - a. Vehicles which dispense food/beverage and that move from place to place and are stationary in the same location for no more than 15 minutes at a time, such as ice cream trucks or food vending pushcarts and stands located on sidewalks; OR

- b. Mobile food vehicle vendors operating at public or community events approved by the City Council if such operation is approved by the committee in charge of such event or the City Council prior to the event; OR
- c. Outdoor food sales operated by an existing brick and mortar restaurant on the same site as such restaurant.

§107.03 Permit Required

1. *Permit required.* No vendor shall engage in mobile food vehicle vending without a permit from the Building Department authorizing such vending. The Building Official or their designee shall prescribe the form for such permits and application for such permit. All permits shall be prominently displayed on the mobile food vehicle.
2. *Duration; non-transferability.* Permits may be issued by the Building Official or their designee for one calendar year from the date of issuance. Any permit issued under this chapter is non-transferable.
3. *Application.* Every vendor desiring to engage in mobile food vehicle vending shall make a written application to the Building Department for a permit under this chapter. The applicant shall truthfully state, the owner of the mobile food vehicle, residential or business address if a registered business or corporation, phone number, and emergency contact. Additionally, the applicant shall provide:
 - a. Proof of Insurance; AND
 - b. Proof of Michigan Sale Tax license; AND
 - c. Proof of Inspection by the County Health Department; AND
 - d. Proof of ServSafe Certification.
4. *Permit fees.* The mobile food vehicle vending permit fee shall be established by resolution of the City Council. Fees are non-refundable once a permit has been issued by the Building Department. No fee shall be charged to an existing brick-and-mortar restaurant requesting to operate a mobile food vehicle in the City. No one shall hire or subcontract such vendors to evade the provisions of this chapter.
5. *Special event permits.* An application may be made to the city by the organizer of a special event where a mobile food vehicle vendor is invited to operate. It shall be the responsibility of the organizer to ensure that all food trucks invited to operate comply with applicable County Health Department standards and licensing requirements.

§107.04 Mobile Food Vendor Regulations

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

1. *Operation on a Public Street or Public Property Prohibited.* No mobile food vehicle operation shall be conducted, nor shall any person in connection with the operation stand in, upon or otherwise be within a public street or other public property owned, maintained, or controlled by any public agency of the United States, the state, the county, or the city.
2. *Operation of Private Property.* A mobile food vehicle vendor shall not operate on private property without the express permission of the owners of such property or any other person lawfully authorized to grant such permission. Operating a mobile food vehicle on private property shall additionally be subject to the following location requirements:
 - a. A mobile food vehicle vendor shall only operate on property which is zoned B-1, B-2, B-3, OS-1, I-1, I-2, IP, or the Industrial Overlay District.
 - b. Mobile food vehicle vendors shall not operate within 250 feet of an existing brick-and-mortar restaurant during the hours when such restaurant is open to the public for business.
3. *Additional Information.* The city may require the submittal of a plan view drawing which clearly indicates where the mobile food vehicle vendor operation will be located on the site in relation to existing driveways, maneuvering lanes, parking areas, pedestrian walkways, and buildings. The city may further impose conditions or limitations to ensure that the proposed operation will not interfere with established uses on the site, efficient traffic flow, and pedestrian safety.
4. *Food Service Outside of the Mobile Food Vehicle.* No food shall be prepared, sold, or displayed outside of mobile food vehicles.
5. *Traffic.* No mobile food vendor operation shall be conducted in any place or in any manner that may tend to cause or result in motor vehicular traffic stopping, standing, or parking within any highway or street right-of-way unless such stopping, standing, or parking is otherwise permitted by law in such location.
6. *Pedestrian Safety.* The customer service area for mobile food vehicle vendor shall not be located within a street, driveway, vehicular maneuvering lane or otherwise located such that it would result in a safety hazard for patrons.
7. *Waste.* All mobile food vehicle vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles shall be collected and disposed of off-site by the operators each day. Spills of food or food byproducts shall be cleaned up, and no dumping

of gray water on the streets is allowed. Barbeque pits shall require charcoal to be disposed of in a metal container with a securable lid. Coals must be emptied from the barbeque pit at the end of each day.

8. *Noise.* No mobile food vehicle shall make or cause to be made any unreasonable or excessive noise. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.
9. *Hours of Operation.* No mobile food vehicle vendor shall operate between the hours of 9:00 p.m. and 8:00 a.m.
10. *Unattended Mobile Food Vehicles.* A mobile food vehicle shall not be parked on a street overnight or left unattended and unsecured at any time food is in the vehicle. Any mobile food vehicle found to be unattended shall be considered a public safety hazard and may be ticketed and impounded. Unattended mobile food vehicles left on private lots overnight shall be considered a public safety hazard and may be ticketed and impounded.
11. *Signage.* In addition to signage placed on mobile food vehicles, one A-frame sign may be permitted during operating hours.
12. *Flashing lights.* No flashing or blinking lights or strobe lights are allowed on mobile food vehicles or related signage when the vehicle is parked and engaged in serving customers.
13. *Electricity Usage.* A mobile food vehicle vendor shall not utilize any electricity or power without the prior written authorization of the power customer; no power cable or similar device shall be extended at or across any city street, alley, or sidewalk except in a safe manner.

§107.05 Permit Suspension or Revocation

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

§107.06 Violations

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

Violation	Fine	Additional Penalty
1	\$50.00	After 10 business days, Revocation of license until violation is corrected
2	\$100.00	1-year revocation of license
3	\$200.00	permanent revocation of license

**CITY OF BELLEVILLE
RESOLUTION NO. 24-011**

**RESOLUTION TO RECOGNIZE JEREMY D STOVALL SPLURGE FOUNDATION
CHARITABLE GAMING LICENSE**

WHEREAS, the Jeremy D Stovall Splurge Foundation has asked to be recognized as a nonprofit organization operating in the City of Belleville for the purpose of obtaining charitable gaming licenses.

NOW THEREFORE, BE IT RESOLVED that the Council of Belleville hereby recognizes the Jeremy D Stovall Splurge Foundation as a nonprofit organization operating in the community.

MOTION:	SECOND:

AYES:	NAYS:	ABSENT:	VOTE:

Briana Hootman
Clerk/Treasurer

Kenneth Voigt
Mayor

Agenda Date: March 18, 2024



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(K)(ii))

At a Regular meeting of the Belleville City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Jeremy D. Stovall Spurge Foundation of Belleville,
NAME OF ORGANIZATION CITY

county of Wayne, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Briana Hootman City Clerk/Treasurer
PRINTED NAME AND TITLE

6 main st. Belleville, MI 48111
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)

City of Belleville

6 Main Street ♦ Belleville, MI 48111-2788

Jason Smith, MPA, City Manager

jsmith@belleville.mi.us

734-252-4307 ♦ Fax 734-697-6837 ♦

www.bellevilleonthelake.com



To: Belleville City Council
From: Jason Smith, MPA – City Manager
Date: 3/14/2024
Re: Sale of 100 Davis Street

RECOMMENDATION: *Consideration of Sale of 100 Davis Street.*

The City owns property located at 100 Davis Street. This property is sandwiched between two properties owned by Burhop's Collision. The offer on the table to purchase the property is for \$50,000, and the company, which is to be formed later, would assume the baseline environmental responsibility. This sale is recommended by staff to be approved in order to remove a property the city has no interest in retaining or maintaining, returning it to the tax rolls, and creating additional economic development opportunity in the city.

Your consideration and concurrence are appreciated.

February 28, 2024

City of Belleville
Attn: Jason Smith
6 Main Street
Belleville, MI 48111

via email to jsmith@belleville.mi.us

**Re: Letter of Intent to Purchase
100 Davis Street, Belleville, MI**

Dear Jason:

This Letter of Intent ("LOI") outlines the terms and conditions upon which my client has an interest in entering into a binding Purchase Agreement for the real property and building located at 100 Davis Street, Belleville, MI (the "Property"). This LOI is not enforceable by either party, but rather an outline as to what a binding Purchase Agreement may look like:

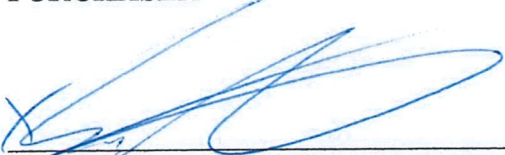
1. **Buyer:** Sam Arndt and Leah Stempky, on behalf of an entity to be formed.
2. **Property:** 100 Davis Street, Belleville, MI.
3. **Purchase Price:** Fifty Thousand and 00/100 (\$50,000.00) Dollars payable in cash, cashier's check or bank money order.
4. **Earnest Money Deposit:** Upon execution of the Purchase Agreement, Purchaser shall deposit into an escrow account the sum of Five Thousand Dollars (\$5,000.00)
5. **Due Diligence Period:** Once a mutually acceptable purchase agreement has been executed the Buyer shall be given a period of sixty (60) days in order to perform their due diligence examination. If Buyer elects not to proceed for any reason, following its due diligence examination, it will terminate the agreement.
6. **Closing:** Within ten (10) business days following the expiration of the Due Diligence Period
7. **Good Faith Negotiation:** In the event the Seller accepts this Proposal, it agrees to refrain from negotiating with any other prospective purchaser or transferee and from entering into a Letter of Intent, or a Purchase Agreement for a period beginning with the acceptance of the Proposal by Seller for a period of thirty (30) business days. Seller and Purchaser agree to reasonably negotiate in good faith a purchase agreement consistent with the terms and conditions contained herein and other normal and usual business terms.

8. **Existing Documentation:** Upon execution of this LOI, Seller shall submit to Purchaser all existing documentation that it has in its possession relative to appraisals, environmental surveys, boundary surveys, plans/specifications and any other documents for Purchaser's review which shall be kept confidential.
9. **Broker:** N/A.
10. **Expression of Intent:** It is understood that this letter shall not be deemed to be a binding contract or create any personal liability for any individuals, officers, employees, advisors, managers, directors, or members of the Buyer or its affiliates, and shall only be binding when a formal written Purchase Agreement has been executed and delivered by both parties. Accordingly, this letter is merely intended to create guidelines by which a binding Purchase Agreement will be executed. It is understood that this letter is intended to outline the principal terms of a proposed agreement for the purchase of the subject Property. Other than Paragraph 7 above, this letter is not intended to create a legal commitment binding upon either Seller or Purchaser. Such persons become legally bound only if and when they execute a mutually acceptable definitive Purchase Agreement.
11. **Environmental Condition of the Property:** Purchaser acknowledges that the Property has had environmental contamination. If, after the due diligence period, Purchaser proceeds with the purchase of the Property, Purchaser shall purchase the Property in "AS-IS" condition and not seek reimbursement from Seller for any environmental remediation/due care plan costs. Upon execution of a purchase agreement, Seller shall provide all documents, reports, lab results in its possession regarding any contamination on the Property.
12. **Acceptance of Letter of Intent:** This Letter of Intent sets forth the terms and conditions Buyer would proceed to a Purchase and Sale Agreement with Seller. If accepted, please return one fully executed copy.

ACKNOWLEDGED AND AGREED:

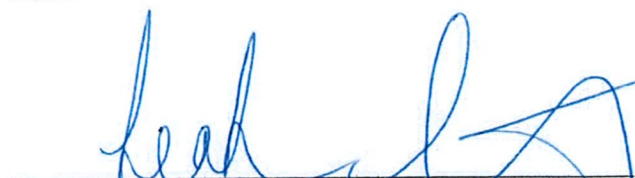
PURCHASER

SELLER: City of Belleville



Sam Arndt, on behalf of an entity to be formed
Date:

By: _____
Jason Smith
Its: City Manager
Date:



Leah Stempky, on behalf of an entity to be formed
Date:

City of Belleville
6 Main Street ♦ Belleville, MI 48111-2788
Jason Smith, MPA, City Manager
jsmith@belleville.mi.us
734-252-4307 ♦ Fax 734-697-6837 ♦
www.bellevilleonthelake.com



To: Belleville City Council
From: Jason Smith, MPA – City Manager
Date: 3/14/2024
Re: VC3 Quote for Department Heads Laptops

RECOMMENDATION: *Consideration of VC3 quotes for department head laptops.*

VC3 has provided us with a quote for laptops for each of the department heads who do not have one, along with dual monitors and docking stations (just 1 monitor for me as I already have a new monitor).

Department Heads having laptops gives them the flexibility to remain connected to the office while away at conventions, conferences, and other professional development opportunities. With VC3 also updating servers and IP addresses, when away from the office, department heads would have full access to city information via remote connection.

These costs would be spread among the respective departments (elections/clerk/finance, Building/DPS, Police, and DDA) to cover the cost.

Your consideration and concurrence are appreciated.



VC3 Inc.
1301 Gervais Street Suite 1800
Columbia, South Carolina 29201

Phone: 803-733-7333
Fax: 803-733-5888

QUOTE

Customer:

City of Belleville, MI
6 Main Street
Belleville, MI 48111
USA

Account Manager	Date	Quote #	Terms
Hillary Pennell	Mar 13, 2024	VC3Q29480	Net 15

Line	Qty	Description	Unit Price	Ext. Price
1		Laptops for Department Heads		
2		Hardware		
3	4	Dell Latitude 3540 15.6" Touchscreen Notebook - Full HD - 1920 x 1080 - Intel Core i7 13th Gen i7-1355U Deca-core (10 Core) - 16 GB Total RAM - 512 GB SSD - Gray - Intel Chip - Windows 11 Pro - Intel Iris Xe Graphics - In-plane Switching (IPS) Technology - English (US) Keyboard - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard	\$1,263.00	\$5,052.00
4	4	Dell Dock- WD19S 90w Power Delivery - 130w AC - for Notebook - 130 W - USB Type C - 3.0 Displays Supported - 4K, Full HD, QHD - 3840 x 2160 - 6 x USB Ports - USB Type-A - USB Type-C - 1 x HDMI Ports - HDMI - 2 x DisplayPorts - DisplayPort - Gigabit Ethernet - Windows 10, Windows 11, Ubuntu, Linux	\$267.00	\$1,068.00
5	9	Samsung 24" Monitor 16:9 IPS 75HZ 1920X1080 HDMI DP	\$192.00	\$1,728.00
6		Professional Services		
7	1	Labor- Install, Configure, and Deploy PCs	\$1,920.00	\$1,920.00
8		Taxes are not included and will be added at the time of invoicing if applicable.		

Total	\$9,768.00
--------------	-------------------

Shipping and sales tax not included.

*** Hardware will be invoiced upon ordering.

This Quote is part of, and incorporated into, the Master Services Agreement between Customer and VC3, Inc., and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Quote conflicts with the Agreement, the terms and conditions of this quote shall control.

Printed Name

Signature

Date

Sky Camera Agreement

This agreement ("Agreement") is made and entered into as of March 14, 2024, by and between Graham Media Group, Michigan, Inc., d/b/a WDIV (hereinafter "WDIV") and The City of Belleville (hereinafter "Owner"). Owner and WDIV may be referred to herein as "party" and collectively as "the parties."

WHEREAS, Owner, owns and operates the property located at 6 Main Street, Belleville, Michigan 48111 (hereinafter "Property"); and

WHEREAS, WDIV has in various locations broadcast cameras for the purpose of producing news and other programming, including, but not limited to streaming video images of the surrounding area for broadcast and publication in any media format and via any media channel or platform owned, operated or controlled by WDIV ("WDIV Camera"); and

WHEREAS, WDIV seeks to place a WDIV Camera on the secured tower located on the Property ("Installation Location").

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. WDIV Camera Specifications and Party Obligations:

WDIV shall install and maintain one (1) remotely controlled high-definition point to point connected WDIV Camera on the Installation Location. WDIV shall own the WDIV Camera, and Owner shall permit WDIV to access the Property and Installation Location as required to perform WDIV's obligations under this agreement. WDIV shall be responsible for all reasonable costs associated with the purchase, installation and standard maintenance of the camera and any cost associated with WDIV Camera. WDIV shall be solely responsible for the standard maintenance of the camera and all associated equipment. Owner shall be responsible for maintaining the physical security of the Installation Location and the WDIV Camera. Owner shall not remove the WDIV Camera from the Installation Location or permit it to be removed without WDIV's prior express written consent. Owner grants WDIV access to its internet connection with at least 10MB upload speed, with one fixed or static IP address as required for WDIV Camera operation. Owner shall be solely responsible for any costs associated with the damage to WDIV Camera caused by: (i) Owner's (including employees, contractors and agents) acts or omissions and (ii) acts or omissions of any third-party granted access to the Property by Owner. Owner shall provide WDIV thirty (30) days written notice prior to vacating the Property or transferring ownership of the Property ("Property Notice").

2. Intellectual Property: All copyrights and other intellectual property rights in and to any video or images captured by the WDIV Camera ("Content") are and shall remain the sole and exclusive property of WDIV. WDIV shall maintain exclusive editorial control of the Content.

3. Term and Termination:

(a) The initial term of this agreement is for three years (3) (the "Term"), following the WDIV Camera installation date. The Parties may renew the Agreement for subsequent Terms by mutual written agreement.

(b) WDIV may terminate this Agreement during any Term (i) upon thirty (30) days notice to Owner of, and Owner's failure to cure within the notice period, any obstruction or impairment that impedes WDIV's use of the WDIV Camera for the intended purpose and (ii) immediately following receipt of Property Notice.

(c) Following termination of this Agreement, WDIV shall remove the WDIV Camera and associated equipment from the Installation Location and shall restore the Installation Location to its immediate pre-installation condition.

4. **Representations and Warranties:** Owner represents and warrants that Owner (a) has complete and full authority to grant WDIV the rights and access to the Property set forth in this Agreement. the Premises and to execute this Lease and (b) this Agreement does not constitute a violation of any applicable law, order, rule or regulation of any governmental authority, and will not result in the breach or violation of any agreement Owner has with any other party.

5. **Indemnification:**

(a) Owner agrees to indemnify and hold WDIV harmless from and against claims for any injury to any person or property arising out of Owner's (i) failure to comply with its obligations under the Agreement (ii) breach of any representation or warranty and (iii) negligence or willful misconduct.

(b) WDIV agrees to indemnify and hold Owner harmless from and against claims for any injury to any person or property arising out of WDIV's (i) failure to comply with its obligations under the Agreement and (ii) negligence or willful misconduct.

6. **General Terms:**

(a) **Headings.** The titles of the paragraphs of this Agreement are for convenience only and shall not in any way affect the interpretation of any paragraph of this Agreement or of the Agreement itself.

(b) **Waiver.** Any waiver by either party of any of the terms and conditions of the Agreement must be in writing and signed by the party waiving any such term or condition. A waiver by either party of any of the terms or conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof, or of any other term or condition of this Agreement.

(c) Notice. Unless expressly provided otherwise herein, all notices required to be given herein shall be given in writing either by electronic mail (deemed delivered upon receipt of response email), personal delivery (delivery acknowledged), by certified mail (return receipt requested), or by nationally recognized private courier (e.g., UPS, FedEx) at such addresses as may be designated in writing by either party. All notices tendered hereunder shall be deemed given on the date of actual delivery thereof.

(d) Governing Law. This Agreement, all amendments hereto, and any and all issues or controversies arising here from or related hereto, shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Michigan applicable to contracts made, entered into and performed entirely therein.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersede all previous agreements between the parties pertaining to the subject matter herein. This Agreement cannot be modified except by a writing executed by both parties. Each party signing this Agreement has all the necessary rights and authority to enter into this Agreement.

(f) Severability. If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, or the validity or enforceability of this Agreement.

(g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

(h) Survival. All provisions of this Agreement which by their nature should survive termination shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date first entered above.

Robert Ellis/VP & General Manager
Graham Media Group, Michigan d/b/a
WDIV-TV

The City of Belleville, City Manager

**CITY OF BELLEVILLE
RESOLUTION NO. 24-012**

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 \$669,283.77 and the following departmental purchases in excess of \$500:

Vendor	Department	Amount	Description
Barnett Roofing & Siding	DPS	\$2,500.00	Repair Cold Barn Roof
Blue Ribbon Contracting	DPS	\$4,786.00	Water Main Break
JW2 Fire Consultants	Fire	\$5,063.00	Grant Writing for 3 AFG Grants

MOTION:	SECOND:

AYES:	NAYS:	ABSENT:	VOTE:

Briana Hootman
Clerk/Treasurer

Kenneth Voigt
Mayor

Agenda Date: March 18, 2024

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: *BARNETT*

Amount: \$ *2500.-*

Purpose: *REPAIR COLD BARN ROOF*



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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:

This purchase was for an emergency:



☐

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:



41700 Michigan Ave
Canton, MI 48188 US
barnettroofing@att.net
barnettroofing.com

INVOICE

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

INVOICE 18059
DATE 01/08/2024
TERMS Net 30
DUE DATE 02/07/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
01/03/2024	SDG	Repair south side soffit on the DPW building	1	2,500.00	2,500.00

BALANCE DUE

\$2,500.00

D.P.W.
R. R. Buildings

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: *BLUE RIBBON CONTRACTING* Amount: *\$ 4786.00*

Purpose: *WATER MAIN BREAK*



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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:

This purchase was for an emergency: *MAIN BREAK 2ND STREET*



☐

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:

Blue Ribbon Contracting, Inc.
38210 W Huron River Dr
Romulus, MI 48174

Invoice

Date 2/29/2024
Invoice # 13686
Job # 24-709

Bill To

City of Belleville
6 Main Street
Belleville, MI 48111

P.O. # Verbal Steven

Ship Date 2/29/2024

Terms Net 30

Due Date 3/30/2024

Item	Description	Reference	Qty	Price	Amount
	145 2nd Street - Belleville Emergency Water Main Repair - 6" repair band supplied by Belleville DPW 2/22/2024 Thursday				
Miscellaneous	Mobilize	Lump Sum	1	450.00	450.00
Miscellaneous	Laborer	Hours	8	78.00	624.00
Miscellaneous	Operator	Hours	8	90.00	720.00
Miscellaneous	Cat 308 Excavator	Hours	8	105.00	840.00
Miscellaneous	Hydraulic Hammer	Hours	1	65.00	65.00
Miscellaneous	Service Truck & Misc. Tools	Hours	8	35.00	280.00
Miscellaneous	Supervision	Hours	0	100.00	0.00
Miscellaneous	Dump Truck & Driver	Hours	8	125.00	1,000.00
Miscellaneous	Concrete & Asphalt Out	Cubic Yards	3	20.00	60.00
Miscellaneous	Dirt Out	Cubic Yards	12	13.50	162.00
Miscellaneous	Sand	Cubic Yards	10	25.00	250.00
Miscellaneous	21AA Stone	Cubic Yard	5	30.00	150.00
Miscellaneous	Generator & Pump	Days	1	125.00	125.00
Miscellaneous	Plate Compactor	Days	1	60.00	60.00

Office
Matthew Treder
e-mail: accounting@brcontracting.net

734-955-2200
734-955-2200
734-955-2210 fax

Total	\$4,786.00
Payments/Credits	\$0.00
Balance Due	\$4,786.00

R. R. WATER

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: JW2 FIRE CONSULTANTS Amount: 5,063.00

Purpose: GRANT WRITING FOR
3 ARF GRANTS

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

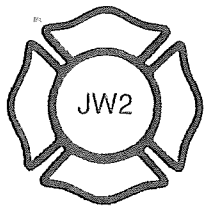
☒

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:

101-336-983.000



INVOICE

JW2 Fire Consultants

42277 Waterwheel Road
Northville, MI 48168
734-787-3093
chris@jw2fire.com

INVOICE NO. 727
DATE: March 4th, 2024
CUSTOMER ID: Belleville Fire Department

TO
Belleville Fire Department
Brian Loranger
b.loranger@bellevillefd.com
6 Main Street
Belleville, MI 48111

JOB		PAYMENT TERMS	
AFG Preparation and Submission		Due on receipt	
DESCRIPTION	QUANTITY	AMOUNT	TOTAL
AFG-2023-TO Gear: EMW-2023-FG-05896	1.00	\$1,875.00	\$1,875.00
AFG-2023-Nozzles: EMW-2023-FG-05927	1.00	\$1,688.00	\$1,688.00
AFG-2023-EMS Equipment: EMW-2023-FG-07665	1.00	\$1,500.00	\$1,500.00
TOTAL DUE			\$5,063.00

Make all checks payable to JW2 Fire Consultants. THANK YOU FOR YOUR BUSINESS!

ACCOUNTS PAYABLE EXPENDITURES
COUNCIL MEETING ON
MARCH 18 2024

DATE	AMOUNT	DESCRIPTION	G. TOTAL
3/18/2024	\$55,614.64	EFT	\$55,614.64
3/18/2024	\$614,669.13	CHECKS	\$613,669.13
GRAND TOTAL			\$ 669,283.77

CHECK REGISTER FOR CITY OF BELLEVILLE

CHECK NUMBER 436 - 442

- CHECK TYPE: EFT

Check Date	Check	Vendor Name	Amount
Bank CHA2 CHASE NEW ACCOUNT			
03/14/2024	436(E)	COMCAST	377.52
03/14/2024	437(E)	DOWNRIVER UTILITY WASTE WATER	13,816.20
03/14/2024	438(E)	GREAT LAKES WATER AUTHORITY	29,431.04
03/14/2024	439(E)	HENNESSEY ENGINEERING	2,491.00
03/14/2024	440(E)	MICHIGAN MUNICIPAL LEAGUE	1,800.00
03/14/2024	441(E)	PLANTE & MORAN PLLC	7,102.00
03/14/2024	442(E)	TELNET WORLDWIDE	596.88
CHA2 TOTALS:			
Total of 7 Checks:			55,614.64
Less 0 Void Checks:			0.00
Total of 7 Disbursements:			55,614.64

CHECK REGISTER FOR CITY OF BELLEVILLE

CHECK NUMBER 7234 - 7269

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Amount
Bank CHA2 CHASE NEW ACCOUNT			
03/07/2024	7234	MISSION SQUARE	816.00
03/07/2024	7235	WATT JOSEPH	360.00
03/12/2024	7236	BERNDT, LISA	120.00
03/12/2024	7237	NEAL, GREGORY-PATRICIA	60.00
03/12/2024	7238	WHITED, JESSICA	60.00
03/14/2024	7241	BARNETT ROOFING & SIDING INC	2,500.00
03/14/2024	7242	BELLEVILLE AREA DISTRICT LIBR	80,000.00
03/14/2024	7243	BELLEVILLE AREA INDEPENDENT	854.00
03/14/2024	7244	BELLEVILLE/CANTON HEATING & A	638.00
03/14/2024	7245	BLUE RIBBON CONTRACTING	4,786.00
03/14/2024	7246	BS & A SOFTWARE	14,300.00
03/14/2024	7247	CORE & MAIN LP	236.64
03/14/2024	7248	CULLIGAN OF ANN ARBOR	70.94
03/14/2024	7249	DAWSON, ROBERT	177.95
03/14/2024	7250	DOWNTOWN DEVELOPMENT AUTHORIT	35,100.00
03/14/2024	7251	DTE ENERGY	79.30
03/14/2024	7252	DTE ENERGY	513.92
03/14/2024	7253	DTE ENERGY	6,693.63
03/14/2024	7254	DTE ENERGY	1,810.34
03/14/2024	7255	GRACE NOELLE COTE	40.20
03/14/2024	7256	HOWARD L SHIFMAN PC	1,600.50
03/14/2024	7257	HYDROCORP	400.00
03/14/2024	7258	JW2 FIRE CONSULTANTS	5,063.00
03/14/2024	7259	KONICA MINOLTA BUSINESS SOLUT	10.37
03/14/2024	7260	LONNIE'S AUTO REPAIR	414.00
03/14/2024	7261	MISTER MAT RENTAL	40.00
03/14/2024	7262	PRIORITY ONE EMERGENCY	446.97
03/14/2024	7263	PRIORITY WASTE, LLC	870.00
03/14/2024	7264	PRIORITY WASTE, LLC	18,341.84
03/14/2024	7265	SNIDER ELECTRIC LLC	590.00
03/14/2024	7266	SUMPTER ACE HARDWARE	408.03
03/14/2024	7267	UNISTRUT MIDWEST	392.50
03/14/2024	7268	WAYNE COUNTY ACCTS RECEIVABLE	875.00
03/14/2024	7269	WAYNE COUNTY TREASURER (SET)	436,000.00
CHA2 TOTALS:			
Total of 34 Checks:			614,669.13
Less 0 Void Checks:			0.00
Total of 34 Disbursements:			614,669.13