

CITY OF BELLEVILLE REGULAR CITY COUNCIL MEETING
AGENDA
Monday, May 6, 2024 - 7:30 pm

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. Introduction of Officers Boudreau and Gueli

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. April 15, 2024, Regular City Council Meeting
- b. Communications
 - i. Mueller maintenance contract rate increase.
- c. DPS Activity Report
 - i. Sidewalk Plan
- d. Special Events

6. PUBLIC HEARING

7. INTRODUCTION OF ORDINANCES

- a. Ordinance 24-002 – Amending Chapter 10 – Animals – Second Reading/Final Adoption

8. GENERAL BUSINESS DISCUSSION

- a. Hydrocorp Cross-Connection Control Program Proposal
- b. Accessible Pedestrian Signal (APS) Quote for 3rd and Main.
- c. Purchase of 2024 Chevy Tahoe to replace Car 218 for Police Department
- d. Purchase of replacement phones, new tablets, and T-Mobile Cell Phone Plan for DPS, City Council.
- e. Purchase of ESRI ArcGIS licenses.
- f. Authorize the Police Chief to join the Hope Not Handcuffs Program.

- g. Review quotes for tree removal at DPS Yard.

9. ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES

- a. Accounts Payable
- b. Departmental Expenditures
 - i. Atchinson Ford Sales Inc.
 - ii. MacQueen and Fire Store
 - iii. Metro Environmental
 - iv. T-N-T Tree Service
 - v. Western Wayne County Fire Department Mutual Aid A

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	5/1/2024			Jason	Bid is open, expires 05/14. 33 contractors have downloaded the plans
2	<i>Recodification of Ordinances</i>	7/18/16	Council		Steve	3/28/2024			Steve	Municode has asked for a digital copy of the entire ordinance for an accurate quote.
3	<i>Charter Revisions</i>	8/3/20	Jesse Marcotte		Jason/Bri	5/1/2024			Jason	Reviewed charter revision process with attorney, confirmed charter review NOT needed unless re-writing entire charter. Staff will meet and present resolutions for recommended changes, which will be forwarded to the state for approval to go on the ballot.
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.
6	<i>IT Infrastructure</i>	11/13/23	Steve		Steve/Jason	3/14/2024			Jason	Office 365 Migration is underway.

Belleville City Council Meeting Follow-up List

7	<i>Water Meters</i>	4/1/24	Jason		Jason	5/1/2024			Jason	AMI RFP is open, deadline 6/7. 22 contractors have downloaded specs.
8	<i>Refuse and Recycling</i>	4/1/24	Jason		Jason	5/1/2024			Jason	Refuse and Recycling RFP is open, deadline 6/28, 13 contractors have downloaded specs.
9	<i>CityWorks</i>	4/15/24	Jason		Jason	5/1/2024			Jason	CityWorks onboarding and implementation is underway. EMU/BHS GIS project is working in concert.
10	<i>SEMCOG Road Safety Grant</i>	4/1/24	Jason		Jason	5/1/2024			Jason	SEMCOG organizing quotes from vendors to conduct the Road Safety Audit.
11	<i>Wabash/Davis Alley Repair</i>	3/14/24	Council		Jason	3/28/2024			Jason	N/A

CITY OF BELLEVILLE
REGULAR CITY COUNCIL MEETING MINUTES
Monday, April 15, 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 Pro-Tem Bates 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	Absent - Excused
Mayor Pro-Tem Bates	Present
Mayor Voigt	Absent - Excused

3. PRESENTATIONS & CITIZENS COMMENTS

A. Presentations

- i. Council Follow Up List
 - No comments.
- ii. Citizen Comments on Non-Agenda Items
 - No comments.

4. APPROVAL OF AGENDA

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

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

Motion Carried.

5. CONSENT AGENDA

A. Approval of Minutes

- i. April 1, 2024 Regular Meeting

B. Communications

- i. MMRMA Monthly Acknowledgement Report
- ii. SBA Disaster Loan Program
- iii. Police Department Stats – March 2024

C. DPS Activity Report

D. Special Events

- i. VFW Poppy Sale

MOTION: Motion by Kissel, supported by Beebe approving the consent agenda items as presented.

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

Motion Carried.

6. PUBLIC HEARING

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

MOTION: Motion by Beebe, supported by Kissel to enter the Public Hearing at 7:32 p.m.

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

Motion Carried.

- City Manager Smith noted that a portion of the amendment, designating the number of cats and dogs that a residence may have, was eliminated due to citizen input.
- Upon no comments from the audience, Smith asked Council for a motion to close the Public Hearing.

MOTION: Motion by Kissel, supported by Beebe to close the Public Hearing at 7:35 p.m.

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

Motion Carried.

B. Public Hearing regarding 5-Year Parks Plan

MOTION: Motion by Beebe, supported by Kissel to enter the Public Hearing at 7:35 p.m.

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

Motion Carried.

- City Manager Smith noted that by submitting this plan to the DNR, it will open the city up to additional funding for projects.
- Upon no comments from the audience, Smith asked Council for a motion to close the Public Hearing.

MOTION: Motion by Kissel, supported by Beebe to close the Public Hearing at 7:36 p.m.

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

Motion Carried.

7. INTRODUCTION OF ORDINANCES

- **Ordinance # 24-002 – Amending Chapter 10 – Animals – First Reading**
 - i. Resident Christina Davis stated that she does not agree with the proposed animal ordinance.
 - ii. Council agreed to move to the second reading of the proposed ordinance at the next regularly scheduled Council meeting on May 6th.
- **Ordinance # 24-003 – Creating Chapter 107 – Mobile Food Vendor – Second Reading/Final Adoption**

MOTION: Motion by Kissel, supported by Beebe approving the creation of Chapter 107 of the City of Belleville Code of Ordinances.

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

Motion Carried.

- **Ordinance # 24-004 – Amending Chapter 90 – Utilities – Second Reading/Final Adoption**

MOTION: Motion by Beebe, supported by Kissel approving an amendment to Chapter 90 of the City of Belleville Code of Ordinances.

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

Motion Carried.

8. GENERAL BUSINESS DISCUSSION

- **Selection of City Attorney**

MOTION: Motion by Kissel, supported by Beebe approving the selection of the Kelly Firm as the city's new law firm.

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

Motion Carried.

- **Horizon Park – Geese Abatement Proposal**

MOTION: Motion by Kissel, supported by Beebe approving a 5-month seasonal service agreement with Geese Chasers of SE Michigan, for geese abatement in Horizon Park.

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

Motion Carried.

- **Tax Bill and Water Bill Outsourcing Discussion**

MOTION: Motion by Kissel, supported by Beebe approving a service agreement with KCI for printing and mailing of tax bills for the city.

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

Motion Carried.

9. ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES

- **Accounts Payable**
- **Department Expenditures**
 - i. **Elite Cleaning**
 - ii. **Barnett Roof and Siding**

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

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

Motion Carried.

10. CITY MANAGER COMMENTS

- Condolences to the Voigt family regarding the loss of Mayor Voigt's wife, Peggy. City Hall (with the exception of the Clerk's Office) will be closed on July 30th to allow employees to attend a memorial service for Mrs. Voigt.
- The road safety audit of the Five Points intersection as well as the mid-block crossing at Main St. and 4th St. was approved by SEMCOG.
- The city's attempt to obtain an audible crosswalk at 3rd St. and N. Liberty was unsuccessful, as there is not a traffic light at the intersection. However, placement of one at Main St. and 3rd St. would be able to be accommodated, should Council approve.
- RFPs for refuse service providers for the city will go live on May 1st.
- The City Works/Ritter GIS deployment is currently underway. Additionally, the city may be able to obtain interns through Belleville High School's GIS Summer Internship program.
- The new DPS Laborer that was hired started today and he did well. Interviews are also underway for a second Laborer position.
- Updates on the water collector that provides water meter read data:
 - i. City employees have been unable to access the collector, and Mueller systems has not provided any assistance.
 - ii. As a result, water bills will be estimated until the issue can be resolved.
 - iii. An RFP for a replacement water-read system will be produced once the inventory of current water meters can be determined.
- Lexipol recently sent over a list of several grants that are available for application.
- Had a meeting with Airspace Link regarding development of a drone ordinance for the city.
- Believes we can amend the city's Charter rather than revise it, which would not require a 9-person committee to be elected.

- Noted that most departments have already completed and turned in their budget reports for the upcoming fiscal year.

11. CITY COUNCIL MEMBER COMMENTS

- Council Member Beebe
 - i. Glad to see the streetsweeper being utilized.
 - ii. Excited about the progress being made.
 - iii. Would like to keep an eye on spending.
- Council Member Kissel
 - i. Thanked Chief Faull for her budget presentation.
 - ii. Is assisting in moving files from the DPS facility to City Hall.
 - iii. Gave her condolences to the Voigt family.

12. MAYOR PRO-TEM'S COMMENTS

- Gave her condolences to the Voigt family.
- Asked City Manager Smith to remind Kelly Howey to provide the budget to the Council.
- Would like to see recycling provided for residents at the DPS facility, asked that it be added in to the next refuse contract.
- Thanked everyone in attendance for coming.

13. CITIZEN COMMENTS

- John Juriga
 - i. Asked if the yield sign at Five Points could be illuminated for better visibility.
- Kimberly Meggison
 - i. Asked if there would be a grandfather clause in the new Animal Ordinance.

14. ACTION ITEMS FOR NEXT REGULARLY SCHEDULED MEETING

- None.

15. ADJOURNMENT

MOTION: Motion by Beebe, supported by Kissel to adjourn at 8:30 PM.

No objections were noted.

Motion Carried.

Submitted by Briana Hootman, City Clerk/Treasurer

From: Building@belleville.mi.us
To: jsmith@belleville.mi.us
Subject: FW: Notification of Annual Fee Price Change
Date: Wednesday, April 17, 2024 11:21:58 AM

From: Janette Sprankle <JSprankle@muellerwp.com>
Sent: Wednesday, April 17, 2024 10:44 AM
To: Rick Rutherford <building@bellevilleonthelake.com>
Cc: Osvaldo Zambrano <OZambrano@muellerwp.com>
Subject: FW: Notification of Annual Fee Price Change



Date 4/17/2024

Belleville (MI), City of
94234400
6 Main Street
Belleville, MI 48111
USA

RE: Maintenance Contract # 00001197
AMI Non-Hosting
MN-S-MAINT-SW1 = MCM ANNUAL SW MAINT <5K
Previous year pricing: USD 2,915.89
Renewal Date: 5/31/2024

Mueller Systems continues to invest responsibly in improving our products and solutions and maximizing the delivery of value in our support infrastructure. In order to maintain service levels and offset the rising costs of materials, labor, and support expenses, we are implementing a price increase for our annual support fees. This price increase is effective on the renewal date of your annual contract which is upcoming.

The price will be adjusted as follows: \$3,017.95

Should you have any questions regarding this notification, contact Customer Care at 800-423-1323 or customercare@muellerwp.com.

Thank you for your business.

Sincerely,

Janette Sprankle



Janette Sprankle
Inside Sales Rep III

10210 Statesville Blvd Cleveland, NC 27013
office: 704.278.5318 | muellerwp.com

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Sidewalk list spring 2024

524 E Huron river drive. Ready to pour.

125 South Biggs. Ready to pour. These two will be done on our next pour.

Horizon Park 2 flags heaved from heat.

225 Aberdeen. City tree.

298 Harbor pointe city tree.

Victory Park. Park tree.

Across from 291 Victorian settled from storm structure.

178 S. Edgemont city tree.

This list is in the order that they will be poured. There are others that need to be addressed that we will need to send out homeowner notices for correction.

Also this list will probably grow as the season goes on.

Any questions feel free to call or email. Rick

ORDINANCE 2024-002

AN ORDINANCE AMENDING SECTION 10 – ANIMALS

WHEREAS, The Belleville City Council wishes to protect and promote the health, safety, and welfare of the City of Belleville, and;

WHEREAS, there exists a need to update and revise the regulations regarding animals within the city, and;

NOW, THEREFORE, THE PEOPLE OF THE CITY OF BELLEVILLE ORDAIN:

That Section 10 of the City of Bellville Code of Ordinances is amended as follows:

Section 10 – Animals

Article I – General

§10.1 Scope and Purpose

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

§10.2 Definitions

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

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

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

Bears means any animal belonging to the Ursidae family.

Caring means any act by any person:

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

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

City means City of Belleville, Michigan.

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

County means County of Wayne, State of Michigan.

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

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

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

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

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

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

Harboring – See *Caring*

Hen means a female chicken.

Hive means one colony of bees with only one queen.

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

Keeping – See *Caring*

Kennel means any establishment wherein or whereon any person keeps or has possession of more than two dogs that are not owned by such person for a period of more than three days, but on a temporary

basis. *Kenel* 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 six (6) 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 at any time, 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 six (6) months.

Rescue organization means a person or group of persons who hold themselves out as an animal rescue, accept or solicit dogs, cats or other animals with the intention of finding permanent adoptive homes or providing lifelong care for such dogs, cats or other animals, or who use foster homes as the primary means of housing dogs, cats, or other animals and is registered with federal, state and appropriate agencies for charitable solicitation purposes.

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

Rooster means a male chicken.

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

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

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

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

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

Under restraint means that an animal is:

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

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

Vicious animal means:

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

Vicious dog – See Vicious Animal.

Wild animal means any living member of the animal kingdom, including those born or raised in captivity, except the following: human beings, domestic dogs (excluding hybrids with wolves, coyotes, or jackals), domestic cats (excluding hybrids with ocelots or margays), farm animals, nonpoisonous insects, and

captive-bred species of rodents, common cage birds, nonpoisonous aquarium reptiles, aquarium amphibians, and aquarium fish.

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

§10.3 Restrictions on Keeping Certain Animals

- 1) *Pets*. No owners shall keep or house any animals or domestic fowl within the city except dogs, cats, nonpoisonous insects, and captive-bred species of rodents, common cage birds, cage birds kept pursuant to license under state or federal law, including but not limited to Michigan Act 451, PA of 1994, as amended, and the Wildlife Conservation Order as amended and under the Code of Federal Regulation (CFR), including but not limited to 50 CFF 13 subpart D and 50 CFR; 1.28 and 21.29, nonpoisonous aquarium reptiles, aquarium amphibians, and aquarium fish commonly classified as pets and which are customarily kept or housed inside dwellings as household pets.
- 2) *Dogs and Cats*.
 - a) A person shall be permitted to own, possess, or have custody on their premises dogs and cats, provided the person is compliant with all subsections of Section 10.
 - b) A person keeping dogs or cats must comply with all applicable noise and nuisance laws.
- 3) *Wild animals*.
 - a) No person shall own, possess, or have custody on their 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.
 - c) This section shall not apply to properly licensed and ensured animal rescues as outlined in §10.10.
- 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; except as provided by Section 10.7.
 - a) *Horizon Park Clearing Exempt*. The utilization of goats to clear municipally owned lots is exempt.
- 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 six (6) 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 §10.11.
- i) *Animal Fighting.* No person shall own any animal for the purpose of fighting with any other animal, and no person shall permit, maintain, promote or in any manner allow animal fighting on any premises owned, leased or otherwise in control of such person, whether such animal fight is for profit, sport or otherwise.

§10.7 Keeping of Livestock and Fowl

- 1) *Permit Required.* Any person who keeps hens, ducks, or rabbits in the City of Belleville shall obtain a permit from the city prior to acquiring the hens, ducks, or rabbits and pay a permit fee set by the city council. This permit shall be kept by the owner and presented upon demand by any city official or police officer. Permits are non-transferable and do not run with the land. A permit may be obtained by any property owner of a property whose principal use is as a single-family or two-family zoned property within the city. Permits are renewable for two-year periods. Permits shall provide a limited license for the activity, and no vested zoning rights shall arise from said permit issuance.
- 2) *Private Restrictions.* Notwithstanding the issuance of a permit by the city, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit the keeping of hens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.
- 3) *Compliance.* A person who keeps or houses allowable livestock or fowl on their property shall comply with the following requirements:
 - a) Must obtain a permit pursuant to subsection 10.7.1 of this section.
 - b) Any person obtaining a permit pursuant to 10.7.3 of this section may be subject to inspection of the property to ensure compliance with this subsection 10.7.3. Any ordinance violations encountered during the process of the inspection are enforceable.

- c) Keep no more than a total of six (6) hens, six (6) female ducks, six (6) rabbits, or any combination totaling six (6) for personal use and may not use hens, ducks, or rabbits for any business or commercial purpose.
 - i) The showing of these animals at a sanctioned animal showing competition is allowed.
 - d) The principal use of the person's property must be for a single-family dwelling or two-family dwelling.
 - e) If the property is non-owner-occupied, the applicant must obtain signed, notarized consent from the property owner and any lessees to the property.
 - f) No person shall keep a male chicken (rooster), or male duck (mallard).
 - g) Any person keeping hens, ducks, or rabbits shall remain subject to public nuisance animal controls.
 - h) The hens, ducks, and rabbits shall be provided with a covered enclosure and must be kept in the covered enclosure for flighted species, or a fenced enclosure for flightless species. A person keeping hens, ducks, or rabbits is encouraged to utilize a covered enclosure for protection from wild predator birds. Fenced enclosures are subject to applicable zoning requirements and restrictions.
 - i) A person shall keep hens, ducks, and rabbits in the backyard only. For this subsection, *backyard* means the portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family or two-family structure and extending to the side lot lines.
 - j) All enclosures for the keeping of hens, ducks, and rabbits shall be constructed, repaired, and maintained in a manner to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure.
 - k) All feed and other items associated with the keeping of hens, ducks, and rabbits that are likely to attract or to become infested shall be so protected to prevent rats, mice, or other rodents from gaining access to or encountering it.
 - l) Chicken coops, rabbit habitats, and enclosures designed to shelter hens, ducks, and rabbits shall be at least 20 feet from any residential structure not owned by the permittee unless notarized, written permission is granted from the owner of the affected residential structure.
 - m) Slaughtering, butchering, or otherwise killing of any animal at the property is prohibited.
- 4) *Revocation.* Any permit may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee has violated applicable City ordinance

provisions, permit conditions, or due to substantiated neighbor complaint(s), or at the request of the property owner.

- 5) *Civil Infraction.* If the requirements of subsection 10.7 are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation as outlined in Section §10.11.

§10.8 Keeping of Honeybees

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

- a) The hives must be at least twenty-five (25) feet from any edge of a permit holder's property line unless one of the following circumstances applies, in which case the hives must be at least ten (10) feet from each property line:
 - i) The hives are at least eight feet above the adjacent ground.
 - ii) The hives are less than six (6) feet above the adjacent ground and are behind a flyaway barrier consisting of dense hedges, shrubbery, solid fencing, or combination thereof which is at least six (6) feet in height and parallel to any property within twenty-five (25) feet of the hives and extending at least twenty (20) feet beyond the hive in both directions.
- b) All honeybee colonies shall be kept in hives with removable frames, which shall be kept in sound and usable condition. No hive shall be taller than four (4) feet from the base of the hive stand unless secured with a ratchet strap.
- c) Each permit holder shall ensure that a convenient source of water is always available to the bees during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths or other water sources where they may cause human, bird, or domestic pet contact.
- d) Each permit holder shall ensure that no bee comb or other materials are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container and placed within a building or other approved accessory bee-proof structure.
- e) In any instance in which a colony exhibits unusual aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition toward swarming, it shall be the duty of the permit holder to promptly re-queen the colony with another queen. Queens shall be selected from European stock bred for gentleness and non-swarming characteristics.
- f) No more than two (2) hives shall be kept on any one premise, in the City.
- g) All permit holding beekeepers must post a weatherproof sign adjacent to the hive and along any public frontage, but in no instance beyond the front or side building line as defined in the City of Belleville zoning ordinance, notifying the public that honeybees are kept on the premises. This sign should contain the name of the permit holder and a current phone number to reach them and shall comply with City of Belleville sign regulations.
- h) Upon receipt of information that any colony situated within the city is not being kept in compliance with this article, the building inspector shall cause an investigation to be conducted. If they find that grounds exist to believe that one or more violations have occurred, they shall issue a civil infraction to the beekeepers.

- i) A civil infraction citation may be issued to the beekeepers once per week until such time as the bees are destroyed, removed, or the problem is corrected.
 - j) If, after a civil infraction is issued and the beekeeper does not cause the violation to be corrected in a prompt manner, the city may, at its discretion, revoke the beekeeper's permit and cause the colony or colonies to be destroyed.
 - k) The provisions of this section shall not prevent the city from destroying bees or a bee colony if there is an immediate need to protect public safety. Such circumstances include, but are not limited to:
 - i) A bee colony not residing in a hive structure intended for beekeeping; or
 - ii) A dangerous swarm of bees that poses an immediate risk to the safety of humans; or
 - iii) A colony residing in a standard or man-made hive which, by virtue of its condition, has obviously been abandoned by the beekeeper.
- 9) *Michigan Law.* The beekeeper shall fully comply with all State of Michigan Apiary Laws, MCL 286.801 et al., including future revisions to Michigan Apiary Law. Additionally, a beekeeper selling honey must obtain and maintain a food establishment license if required to do so by the Michigan Food Law of 2000, MCL 289.4101 et al.
- 10) *Revocation.* Any permit may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee has violated applicable City ordinance provisions, permit conditions, or due to substantiated neighbor complaint(s), or at the request of the property owner.
- 11) *Civil Infraction.* If the requirements of subsection 10.8 are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation as outlined in Section §10.11.

§10.9 Fostering Animals

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

covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit fostering is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.

- 3) *Compliance.* A person who fosters on their property shall comply with the following requirements:
 - a) Must obtain a permit pursuant to subsection 10.9.1 of this section. The registration shall include:
 - i) Name of Person responsible for the fostered animals
 - ii) Address of the person responsible for.
 - (1) The address must be the address where the animals are kept.
 - iii) Capacity for the type and number of animals
 - iv) Proof of current liability insurance.
 - (1) The insured amount shall be sufficient to compensate and protect the public from any damage or harm caused by the animals.
 - b) Any person obtaining a permit pursuant to 10.9.3 of this section may be subject to inspection of the property to ensure compliance with this subsection 10.9.3. Any ordinance violations encountered during the process of the inspection are enforceable.
 - c) Permit holders must be at least 18 years of age.
 - d) For single-family properties, only one permit per parcel is allowed.
 - e) For multi-unit properties, only one permit shall be issued to each unit.
 - f) The principal use of the person's property must be for a single-family dwelling or two-family dwelling.
 - g) If the property is non-owner-occupied, the applicant must obtain signed, notarized consent from the property owner and any lessees to the property.
 - h) Any person fostering animals shall remain subject to public nuisance animal controls.
- 4) *Revocation.* Any permit may be suspended or revoked, by written notice to the permit holder or by posting on owner's premise, upon a finding that the permittee has violated applicable City ordinance provisions, permit conditions, or due to substantiated neighbor complaint(s), or at the request of the property owner.

- 5) *Civil Infraction.* If the requirements of subsection 10.9 are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation as outlined in Section §10.11.

§10.10 Animal Rescue

- 1) *Registration Required.* It shall be unlawful to engage in the activity of a rescue organization within the City of Belleville, without first registering the rescue organization with the Building Department.
- 2) *Private Restrictions.* Notwithstanding the issuance of a permit by the city, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit fostering is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.
- 3) *Compliance.* A person who operates an animal rescue on their property shall comply with the following requirements:
 - a) Must obtain a permit pursuant to subsection 10.10.1 of this section. The registration shall include:
 - i) Name of Organization
 - ii) Address of the Animal Rescue
 - iii) Capacity for the type and number of animals
 - iv) Proof of current liability insurance.
 - (1) The insured amount shall be sufficient to compensate and protect the public from any damage or harm caused by the animals.
 - b) Must provide documentation of any required licensing or certification at the county, state, or federal level that outlines that person or organization is properly qualified to rescue animals.
 - c) Any person obtaining a permit pursuant to 10.10.3 of this section may be subject to inspection of the property to ensure compliance with this subsection 10.10.3. Any ordinance violations encountered during the process of the inspection are enforceable.
 - d) Permit holders must be at least 18 years of age.
 - e) The address must be a commercial building or single-family residence.
 - f) If the property is non-owner-occupied, the applicant must obtain signed, notarized consent from the property owner and any lessees to the property.

- g) Any person rescuing animals shall remain subject to public nuisance animal controls.
- 4) *Revocation.*
- a) 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.
 - b) Any permit may be revoked by notarized petition signed by at least 75% of the property owners or residents within a 300-foot radius of the animal rescue property.
- 5) *Civil Infraction.* If the requirements of subsection 10.10 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 §10.11.

§10.11 Penalties

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

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

- 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.

§10.12 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.

§10.13 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.

§10.14 Inconsistent provisions repealed

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

§10.15 Compliance Period

- 1) *Licensing.* All owners of animals must obtain proper licensing immediately upon the effective date of the ordinance.
- 2) *Compliance Period.* Except for licensing provisions, an owner who is not in compliance with any portion of this ordinance as of the effective date shall be granted a grace period of three (3) months from the effective date of the ordinance to become compliant with the requirements outlined in this ordinance.
 - a) During this compliance period, non-compliant owners are prohibited from acquiring or obtaining any additional animals.
- 3) *Penalties.* In addition to any remedy available under Michigan law, the City of Belleville Charter or the Belleville Code of Ordinances, a law enforcement officer may issue a civil infraction to an owner for any violation of this section.
- 4) *Notice.* Prior to the issuance of a citation, notice of a violation of this section shall be posted on the front entrance of the structure on the property and provide that the cited violation be corrected in five (5) business days. If the property is non-owner-occupied, notice of the violation will be sent to the property owner of record.

- 5) *Fines.* Unless the violation is corrected within five (5) business days of the posting of the notice, a civil infraction shall be issued to the permit holder. Violations shall carry increased fines at the following schedule:

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

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

§10.16-§10.30 Reserved

Article II – Impoundment, Disposition, and Vicious Animals

§10.31 Penalty

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

§10.32 Impoundment Authorized

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

unless said animal is deemed to be vicious and ordered by the court to be humanely euthanized under subsection 10.35.

§10.33 Impoundment Fees

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

§10.34 Disposition of Impounded Animals

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

§10.35 Vicious Animals

- 1) *Definitions.* As used in Section 10.35

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

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

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

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

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

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

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

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

2) *Determination of a Vicious Animal.*

- a) Upon a sworn complaint that an animal is a vicious animal and has caused injury or death to an individual or domestic animal, a district court magistrate, district court, or municipal court shall issue a summons to the owner ordering the owner to appear to show cause why the animal should not be destroyed.
- b) Upon the filing of a sworn complaint as provided in 10.35, Subsection 1, Part a, the district court magistrate, district court, or municipal court shall order the owner to immediately turn the animal over to an animal control department, incorporated humane society, veterinarian, or boarding kennel, at the owner's option, to be retained until a hearing is held and a decision is made for the disposition of the animal. The owner shall notify the person that retains the animal under this subsection of the complaint and order. The owner is responsible for the expense of the boarding and retention of the animal. The animal must not be returned to the owner until the animal has a current rabies vaccination and license as required by ordinance, if applicable.
- c) After a hearing, if the animal is found to be a vicious animal that caused injury or death to an individual or a domestic animal, the district court magistrate, district court, or municipal court shall order the destruction of the animal, at the owner's expense. After a hearing, the court finds that the animal is a vicious animal that did not cause severe injury or death to an individual or domestic animal but is likely to cause severe injury or death to an individual or domestic animal in the future, the district court magistrate, district court, or municipal court may order the destruction of the animal, at the owner's expense.
- d) If the district court magistrate, district court, or municipal court finds that an animal is a dangerous animal that has not caused severe injury or death to an individual or domestic animal, the district court magistrate, district court, or municipal court shall notify the animal control department for the county in which the complaint was filed of all the following information:
 - i) The finding of the court.
 - ii) The name of the owner of the dangerous animal.

- iii) The address at which the animal was kept at the time of the finding.
- e) If the district court magistrate, district court, or municipal court finds that an animal is a vicious animal that has not caused severe injury or death to an individual or a domestic animal, the district court magistrate, district court, or municipal court shall order the owner of that animal to do 1 or more of the following:
 - i) Take specific steps, such as escape proof fencing or an enclosure, that provides protection from the elements and includes a top or roof, to ensure that the animal cannot escape, and unauthorized individuals cannot enter the premises.
 - ii) Have the animal sterilized.
 - iii) Obtain and maintain liability insurance coverage sufficient to protect the public from any damage or harm caused by the animal.
 - iv) Take any other action appropriate to protect the public.
- 3) *Potentially Vicious Animal.* Upon the filing of a sworn complaint that an animal is a potentially vicious animal, a district court magistrate, district court, or municipal court shall do both of the following:
 - a) Issue a summons to the owner ordering the owner to appear to show cause why the animal should not be declared a potentially vicious animal or vicious animal at a time and place specified in the summons.
 - b) If the animal poses an immediate threat to public safety, order that the animal control department or law enforcement agency impound the animal, at the owner's expense, until a hearing is held, and a decision is made for the disposition of the animal.
 - c) After a hearing under section 10.35, Subsection 3a, if the district court magistrate, district court, or municipal court finds that an animal is a potentially vicious animal, the district court magistrate, district court, or municipal court shall order the owner to do all the following:
 - i) Have the animal sterilized and vaccinated for rabies.
 - ii) Obtain a license for the animal as provided in the animal law of 1919, 1919 PA 339, MCL 287.261 to 287.290.
 - d) Not later than 30 days after the district court magistrate, district court, or municipal court issues its finding, give written notice of the finding to the local branch of the United States Post Office and all utility companies that provide services to the owner's real property. The

owner shall provide a copy of each notice given under this section to the animal control department.

- e) Disclose the findings in writing to each provider of service or treatment to the animal. As used in this subdivision, "provider of service or treatment" includes, but is not limited to, all the following:
 - i) A veterinarian.
 - ii) An animal groomer.
 - iii) A staff member of a humane society or other animal welfare agency.
 - iv) An animal care facility worker.
 - v) A professional animal handler or trainer.
- f) While on the owner's real property, keep the animal indoors or in a securely fenced yard from which the animal cannot escape and into which children cannot trespass.
- g) While outside the owner's real property, keep the animal under the control of a responsible adult and restrained on a leash that is not longer than 6 feet.
- h) if the district court magistrate, district court, or municipal court finds that an animal is a vicious animal and if the release of the animal would pose a significant threat to public health, safety, or welfare, the district court magistrate, district court, or municipal court shall order 1 or both of the following, and in addition, may prohibit the owner from owning, possessing, controlling, or having custody of any animal for a time period of up to 3 years:
 - i) The owner to relinquish the animal to the animal control department, veterinarian, or animal shelter.
 - ii) The animal control department, veterinarian, or animal shelter to euthanize the animal.
- i) If the district court magistrate, district court, or municipal court finds that the animal is a vicious animal but does not order the animal to be euthanized under subsection 10.35, part 3h, the district court magistrate, district court, or municipal court shall order the owner to do all the following:
 - i) Complete the requirements under subsection 10.35, part 3c-3e.
 - ii) Have a veterinarian implant the animal with a microchip.

- iii) While on the owner's real property, confine the animal indoors or in a securely enclosed and locked structure of a sufficient height and design to prevent the animal's escape or direct contact with or entry by an individual or other animal, and that is designed to provide shelter from the elements.
- iv) While outside the owner's real property, the owner shall do all the following:
 - (1) Ensure that the animal is wearing a muzzle that prevents the animal from biting an individual or another animal, but that does not injure the animal or interfere with its breathing.
 - (2) Keep the animal under the control of a responsible adult.
 - (3) Restrain the animal on a leash that is not longer than 6 feet.
- 4) *Control of a Vicious Animal.* The owner of an animal that is found to be a potentially vicious animal or vicious animal under subsection 10.35 shall notify the animal control department and local law enforcement if any of the following occur:
 - a) The animal is loose or unconfined.
 - b) The animal bites an individual or attacks an animal.
 - c) The animal is sold, given away, or dies.
 - d) If the owner of an animal that is found to be a potentially vicious animal or vicious animal moves to a new address, the owner shall notify the animal control department and law enforcement having jurisdiction of the owner's previous address and the animal control department and law enforcement having jurisdiction of the owner's new address within 10 days after the owner moves.
- 5) *Transfer of Ownership of a Vicious Animal.*
 - a) The owner of a vicious animal shall not sell or otherwise transfer ownership of the animal.
 - b) The owner of a vicious animal shall not relinquish the animal to an animal control department except for the purposes of euthanasia.
- 6) *Record Keeping of Vicious Animals.* The animal control department shall maintain a list of all animals within its jurisdiction that have been found to be potentially vicious animals under section for 5 years.

- a) The animal control department may remove a potentially vicious animal from the list maintained under subsection 10.35 if the owner demonstrates to the satisfaction of the animal control department that a change in circumstances or an action taken by the owner has mitigated the risk the animal poses to public safety.
- b) Not later than 10 days after an animal is found to be a vicious animal under this section, the owner shall obtain a vicious animal registration certificate and tag that identifies the animal as a vicious animal from the animal control department for a fee of not less than \$100.00, to be determined by the City Council.
 - i) The tag described in this subsection must be of a uniform design developed by the same entity that develops the animal licenses for the animal control department issuing the tag, and must specify, in large letters, the phrase "vicious animal".
 - ii) A registration certificate or renewal of a registration certificate under this subsection must only be issued to an individual who is 18 years of age or older. The department assigned to issue animal licenses shall only issue a registration certificate or renewal of a registration certificate to an owner who presents satisfactory evidence of all the following:
 - (1) That the animal is vaccinated for rabies, altered, and microchipped as required under subsection 10.35.
 - (2) That the animal is confined indoors or in a securely enclosed and locked structure of a sufficient height and design to prevent the animal's escape or direct contact with or entry by an individual or other animal, and that is designed to provide shelter from the elements.
 - (3) That the owner posts clearly visible signs on the owner's property warning individuals that a vicious animal is present on the property.
 - (4) That the owner has 1 of the following:
 - (a) Liability insurance coverage that covers animal bites in an amount of at least \$100,000.00.
 - (b) A surety bond in an amount of at least \$100,000.00.
 - (c) The owner shall affix all necessary tags described in subsection 10.35 to the animal's collar and ensure that the animal always wears the collar and tag.

(d) The owner shall, for a fee, annually renew a registration certificate under subsection 10.35 in the same way the initial registration certificate was obtained.

(e) The issuing department shall provide a copy of each vicious animal registration issued under this section and verification of compliance with subsection 10.35 to the state veterinarian.

7) *Rabid Animal.* Any animal which has contracted rabies, or is suspected of having rabies is considered vicious, and shall be seized and impounded for treatment and observation for up to ten (10) days. The owner of the animal shall be liable to the city or impounding shelter for the costs and expenses of keeping such an animal. If the court rules, it may be ordered that the animal be euthanized.

8) *Possession of Certain Animals Prohibited.* It is unlawful for any person to possess, harbor, breed, exchange, buy or sell any animals prohibited in Section 10.3.

9) *Proximity to schools.* If the court rules an animal to be vicious, and the owner of the animal lives within 500 feet of a school, the court may impose additional regulations to safeguard the public, up to and including ordering the animal permanently removed from the area.

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

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

a) Animals under the control of a law enforcement or military agency

b) Animals under display or exhibition to the public, provided that:

i) Such animals are restrained by a leash or chain, cage, fence, or other adequate means, from contact with the public; AND

ii) The display or exhibition is for a period of not exceeding ten days; AND

- iii) The display or exhibition is conducted in full compliance with the city zoning ordinance; AND
- iv) Animals kept in a licensed veterinary hospital for treatment; and
- v) Animals for sale in a legally zoned and compliant commercial establishment.

12) *Penalties for violation.*

- a) *Failure to comply/show cause hearing.* Upon an owner's failure to comply with any condition in the court order finding an animal to be vicious, the law enforcement officer shall confiscate the animal and impound same pending a hearing requiring the owner of the animal to show cause why the animal should not be immediately destroyed. The owner of the animal shall be liable to the city for the costs and expenses of keeping such an animal. Failure to comply shall, among other things, include:
 - i) The failure to obtain a vicious animal license in accordance with this section; or
 - ii) The failure to secure liability insurance in accordance with this section; or
 - iii) The failure to confine the vicious animal to the premises with appropriate signage in accordance with this section; or
 - iv) The animal's presence outside of the owner's dwelling or the enclosure except as provided in this section; or
 - v) The failure to comply with the reporting requirements of this section.
- b) *Vicious Animal Causing Death.* The owner of vicious animal that causes the death of an individual is guilty of involuntary manslaughter, punishable under section 321 of the Michigan penal code, 1931 PA 328, MCL 750.321.
- c) *Vicious Animal Causing Injury.* The owner of a vicious animal that attacks an individual and causes severe injury other than death is guilty of a felony punishable by 1 or more of the following:
 - i) Imprisonment for not more than 4 years.
 - ii) A fine of not less than \$2,000.00.
 - iii) Not less than 500 hours of community service.
- d) *Post-Adjudication Attack.*

- i) The owner of a previously adjudicated vicious animal that after the previous adjudication attacks or bites an individual and causes an injury that is not a severe injury is guilty of a misdemeanor punishable by 1 or more of the following:
 - (1) Imprisonment for not more than 90 days.
 - (2) A fine of not less than \$250.00 or more than \$500.00.
 - (3) Not less than 240 hours of community service.
- ii) The owner of a previously adjudicated vicious animal that after the previous adjudication is allowed to run at large is guilty of a misdemeanor punishable by 1 or more of the following:
 - (1) Imprisonment for not more than 90 days
 - (2) A fine of not less than \$250.00 or more than \$500.00.
 - (3) Not less than 240 hours of community service.
- iii) If a potentially vicious animal or vicious animal attacks an individual after a finding is made under section 10.35, the owner shall relinquish the animal to the appropriate animal control department within 7 days. The animal control department shall euthanize the animal.
- e) *Additional Costs.* The court may order an individual convicted under this section to pay the costs of the prosecution.
- f) *Failure to Comply.* If the owner of a potentially vicious animal or vicious animal fails to comply with this act, the owner is guilty of a felony punishable by 1 or more of the following:
 - i) Imprisonment for not more than 4 years.
 - ii) A fine of not less than \$2,000.00.
 - iii) Not less than 500 hours of community service.

§10.36-10.60 Reserved

Article III – Dogs

§10.61 License Required

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

§10.62 Application

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

§10.63 Fee; issuance of tag; duplicate licenses

- 1) *Fee.* Upon payment of license fee, the city clerk or their designee shall issue to each applicant a license to own or harbor a dog for the term commencing July 1 and terminating on June 30 next following. The city clerk or their designee, at the time of issuing the license or renewal of an expiring license, shall collect the license fee, as set by resolution of the city council. An additional fee as set by resolution of the city council, shall be collected after August 1 of each year unless the applicant shows proof that a license was not required as of the previous July 1.
- 2) *Issuance of Tag.* Upon issuance of the license, the city clerk or their designee shall provide to the applicant a tag made of durable material, which shall be dated and bear a serial number together with the words "City of Belleville". No tag shall be used on the collar or harness of any dog other than the dog for which it was issued.
- 3) *Duplicate licenses.* Duplicate licenses can be obtained upon application and payment of a fee as set by resolution of the city council.
- 4) *Exceptions.*
 - a) A dog is not subject to any fee for licensing if either of the following applies:
 - i) The dog is a service animal, as defined by this section.
 - ii) The dog is owned by a partnership, corporation, or other legal entity that trains service animals.
- 5) *Transfer.* No license or license tag issued for one dog shall be transferable to another dog. Whenever the ownership or possession of any dog is transferred from one person to another within the city, the license of such dog may be likewise transferred, upon proper notice, in writing, by the last registered owner, given to the city clerk or their designee, who shall note such transfer upon the record. This chapter does not require the procurement of a new license, or the transfer of a license

already secured, where the possession of a dog is temporarily transferred for the purpose of boarding, hunting, game, breeding, trial, or show.

- 6) *Lost Tag.* If the dog license tag is lost, it shall be replaced by the city clerk or their designee, upon application by the owner of the dog, and upon production of such license and a sworn statement of the fact regarding the loss of such tag. The cost of such replacement shall be as established by resolution of the city council.
- 7) *Evidence of Ownership.* In all prosecutions for violation of this section, the records of the clerk's office, or lack of such records, showing the name of the owner to whom any license was issued and the license number, and the license tags affixed to the collar or harness of the dog showing a corresponding number, shall be prima facie evidence of ownership or non-ownership of any dog and of issuance or non-issuance of a dog license or tag.

§10.64 Wearing of Collar and Tag

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

§10.65 Kennels; Kennel Licenses

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

§10.66 Penalty

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

§10.67-10.999 Reserved

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This ordinance shall take effect 30 days from the date of its passage.

The foregoing ordinance was duly adopted at a regular meeting of the Belleville City Council held on May 6, 2024.

Briana Hootman, Clerk

Kenneth Voigt, Mayor

Date of First Reading	April 15, 2024
Date of Second Reading	May 6, 2024
Date of Adoption	May 6, 2024
Effective Date	June 6, 2024

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: 5/1/2024
Re: Hydrocorp Cross Connection Proposal

RECOMMENDATION: *Motion to approve the quote from Hydrocorp in the amount of \$10,368 for annual testing and inspection of city cross-connection control regulations.*

The City is required to conduct annual backflow and cross-connection inspections and testing for the Water Bureau of EGLE. We have historically utilized Hydrocorp to provide these services on our behalf. In addition to the testing and inspection, Hydrocorp will also prepare all the required reports for our review and submission to EGLE.

Your consideration and concurrence are appreciated.

PROPOSAL

DEVELOPED FOR

Rick Rutherford

City of Belleville

6 Main Street

Belleville, MI 49111

April 15, 2024

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
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SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Belleville. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

- 1. Annually, perform a minimum of 40 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City of Belleville served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
- 2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
- 3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results, and general customer service and program education inquiries.
- 4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
- 5. Submit comprehensive management reports on a quarterly basis.
- 6. Conduct an annual review meeting to discuss the overall program status and recommendations.
- 7. Provide up to six- (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers (i.e., combination) per facility as required in order to place a facility into immediate compliance at the time of inspection.
- 8. Prepare the annual State of Michigan EGLE Water Bureau Cross Connection Report.
- 9. Assist the City with a community-wide public relations program, including general awareness brochures and customized website cross-connection control program overview content and resources.
- 10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$432.00	Annual Amount: \$ 5,184.00	Contract Total: \$ 10,368.00
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Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$432.00.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between the City of Belleville, organized and existing under the laws of the State of Michigan, referred to as “Utility”, and HydroCorp™ a Michigan Corporation, referred to as “HydroCorp”.

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain the program to comply with all EGLE regulations.

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures, and reference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program, including general awareness brochures and website cross-connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **80** inspections over a two-year contract period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **80** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format, such as Microsoft Excel, etc., is required. An additional one-time fee to manually enter the facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact, and corrected addresses will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high-quality image format for printing.)

ARTICLE IV. Term, Compensation, and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on May 1, 2024, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal or 4%, whichever is greater.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$432.00 per month, \$5,184.00 annually, for a two-year contract total of \$10,368.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any



arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Belleville
c/o Rick Rutherford
6 Main Street
Belleville, MI 49111
(734) 697-9323

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Belleville

By:

Title:

HydroCorp



By: Paul M. Patterson

Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



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: 5/1/2024
Re: Carrier and Gable APS Crosswalk System

RECOMMENDATION: *Motion to approve the purchase of a standard APS System for the crosswalks located at Third and Main from Carrier and Gable in the amount of \$10,043.92.*

During a previous council meeting a resident had expressed concerns about a lack of audible crosswalk signals, particularly on Main Street. The resident is blind and must rely on engine noises and other cues to cross the street if he is walking around town unaided. This is particularly dangerous for drivers and residents.

Carrier and Gable have provided us with a quote for an Accessible Pedestrian Signal (APS) system that would include braille lettering to help the visually impaired locate the buttons and understand what the signs say. Additionally, the device provides audible queues to the pedestrian to know when it is safe to cross.

Your consideration and concurrence are appreciated.

iNS2

Next-generation APS

Transportation networks should be safe and accessible to everyone. With Polara's industry-leading APS, they can be.

- Communicates information about the signal phases at intersections in non-visual formats for pedestrians with vision and hearing loss
- Ultra-durable Hall-effect button rated to 20 million+ operations
- Operates over existing button wires
- Easy SDLC connection in most cabinets for safer installation
- Program wirelessly from your phone without costly devices or software

DURABLE DESIGN & TECHNOLOGY

With a rugged cast aluminum cover and back plate, wide temperature tolerance, and abuse-resistant low profile, the iNS shrugs off weather and vandalism. With no mechanical switches to fail, the ultra-reliable Hall-effect button has been tested to 20,000,000+ operations.

SIMPLE WIRELESS PROGRAMMING

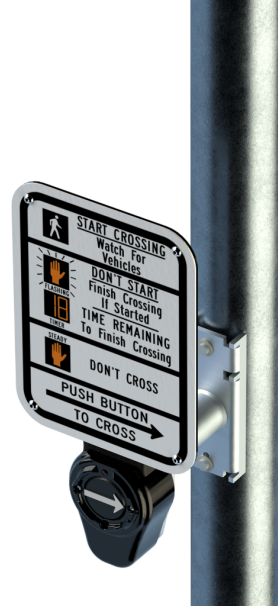
The iNS is easily programmed using our industry-leading Field Service App for iOS® & Android® – no expensive software or proprietary devices required. The app not only allows technicians to configure system settings and sounds, but to access actionable data on walk intervals, activations, and more.

COST-EFFECTIVE

The iNS2 operates over existing button wires for power and data. Low power requirements make the iNS ideal for solar- and battery-powered installations. Combined with secure button-to-button Bluetooth® sync, this can eliminate the need for costly trenching and external radios.

PEDAPP PEDESTRIAN MOBILITY APP

PedApp allows users to interact with iNS push buttons from their smartphone. Designed for pedestrians with vision loss but usable by anyone, the app helps users identify and actuate nearby signals, as well as listen to audible messages through their phone.



Custom Build Details

Jason Smith	
Build ID#	18033
Build location	Belleville Michigan
Agency	City of Belleville



TAKE THE NEXT STEP!

sales@polaraent.com | 903.366.0300



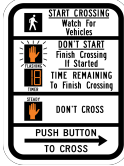
TAKE THE NEXT STEP!

sales@polaraent.com | 903.366.0300

INS SPECIFICATIONS

CUSTOM PRODUCT SHEET

Custom APS	
Parameter	Detail
Model Number	INS29CB0-B--ESCT
Casing color	Black
Controller option	iCCU-S2
Wire package	SDLCCP 811-225
Mount	6in. extended mount
Sign	800-85 3M HIP Retroreflective Braille stamp/overlay CT
Option	2WEXTSPKR



INS FEATURES - ALL MODELS

- 4 Locate Tone selectable options
- 13 Walk Sound selectable options, including 3 custom options
- 7 Clearance Sound selectable options
- Walk, Clearance, and Don't Walk sounds automatically adjust to ambient
- Separate ambient response settings for Locate Tone
- Independently set maximum and minimum volume on most sounds
- Button push confirmed by latching LED, tactile bounce, and audible "wait"
- Button vibrates during Walk
- Extended Push: optional volume boost for next Walk and Clearance
- Extended Push: optional direction of travel message
- Extended Push: activation adjustable 0-6 seconds, 0.5 second increments
- PedApp®: free mobility app allows touch-free activation via Bluetooth™, provides intersection information. Available for iOS and Android devices
- Wireless programming, custom audio, and firmware updates with the free Polara Field Service App, available for iOS and Android devices
- Built in health/event logging feature, up to 1000 events
- External speaker option at time of order
- Warranty: 3 year limited

INS2 / 2-WIRE FEATURES

- Operates over a single pair of wires - uses existing button wires
- All PBS wired in parallel, individually assignable to any phase
- 16 buttons can operate on a single iCCU (dependent on power requirements and wire runs)
- Central & Remote Communication via Ethernet or Wireless (Wi-Fi & Bluetooth). SNMP (email alerts) & SNTP
- Preemption message broadcasting
- All sounds are synchronized
- Extended Push Priority: mutes all but selected crosswalk, capable
- False walk detection: four independent checks

Operating Specifications

Parameter	Rating
Operating Temp. Range	-34°C to +74°C (-30°F to +165°F)†
Storage Temp. Range	-45°C to +85°C (-50°F to +185°F)
Operating Force	3.0 lbs max, option of 3 adjustable programmed forces
Switch Operating Life	Greater than 20 million operations
Max. Volume	100 dB @ 1 meter

Notes: Lab tested to applicable sections of referenced

Design Compliance

Functionality Test Type	Compliance
Temperature and Humidity	MUTCD 2009-4E
Transient Voltage Protection	NEMA TS2
Transient Suppression	NEMA TS2v
Mechanical Shock and Vibration	NEMA TS2
INS3 PBS Enclosure	NEMA 250 Type 4X
Electrical Reliability	NEMA TS2

Notes: Lab tested to applicable sections of referenced standards. All specifications are subject to change without notice. All specifications are typical unless otherwise specified.



iCCU-S2

A universal control unit that can be used in any style traffic cabinet; backwards compatible with the iCCU-S. This control unit is the power supply and signaling interface between the existing intersection Traffic Control Unit and the Polara INS APS stations. Programmable via WiFi or Ethernet.

iCCU-S2 SPECIFICATIONS

Operating Specifications	
Parameter	Rating
Ped Walk/ Don't Walk Inputs:	Optically isolated 80-150 Volts AC/DC, 5 mA max.
PBS Power Output:	Nominal 24 VDC, Short Circuit Protected Auto Recovering
Environmental:	Operating: -34°C (-30°F) to +74°C (+165°F) LCD temperature range is limited to -20°C to +70°C Storage: -45°C (-50°F) to +85°C (+185°F)
Warranty:	3 year limited





CARRIER & GABLE, INC.

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX

www.carriergable.com

SALES QUOTE

Page: 1

Sales Quote 64704
Sales Quote Date: 12/19/2023
Expires On: 12/19/2023
Customer ID: 999999
SalesPerson: Frank Carrier
Terms: NET 30 DAYS

Sell
To: BELLEVILLE, CITY OF
JASON SMITH

Ship
To: BELLEVILLE, CITY OF
JASON SMITH

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.:
Shipment Within:
Shipping Terms:

Project No.:
Intersection: 3RD @ MAIN / 3RD @ LIBERTY
Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price

STANDARD APS SYSTEM & BUTTON SUPPORT POSTS					

>3RD @ MAIN<					
146INTELLIGENTAPSIN2	IN2 2-WIRE INTELLIGENT APS ASSY		1	7,528.00	7,528.00
ITEM	PUSHBUTTON, IDS3/2W/IDETECT 9X15 YEL, BRAILLE		8		
146-1565	PED HEAD CONTROL UNIT, 3 WIRE, iNS		8		
146-1520	INTERCONNECT CABLE, iN3, 12FT		8		
***** END of KIT *****					
103PBSP	PUSHBUTTON PEDESTAL, ALUM		4	486.85	1,947.40
103-1542	CAP, DOME 4.5" SHAFT		4		
103-1530	BASE, SQUARE W/SET SCREW & LUG		4		
115-1005	SHAFT 5' SPUN ALUM.		4		
157-1001	ANCHOR BOLT 3/4" X 18" X 3"		16		
***** END of KIT *****					

Amount Subject to Sales Tax 9475.40
Amount Exempt from Sales Tax 0.00

Subtotal: 9,475.40
Invoice Discount: 0.00
Total Sales Tax: 568.52
Total: 10,043.92



Bachman Commercial

Chuck Hill | 502-395-3996 | c.hill@bachmanautogroup.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial





Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote Worksheet

	MSRP
Base Price	\$53,450.00
Dest Charge	\$1,995.00
Total Options	\$1,311.00
Subtotal	\$56,756.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$1,350.00)
Subtotal Discount	(\$1,350.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$55,406.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$55,406.00

Comments:

Clark County

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial	\$53,450.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White



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Data Version: 21675. Data Updated: Feb 7, 2024 6:41:00 PM PST.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)**SUSPENSION PKG**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C6G	GVWR, 7600 lbs. (3447 kg) (Included and only available with (9C1) Police Package. 4WD model only.)	0.00 lbs	0.00 lbs	Inc.

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	\$0.00



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$0.00



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Data Version: 21675. Data Updated: Feb 7, 2024 6:41:00 PM PST.



Bachman Commercial

Chuck Hill | 502-395-3996 | c.hill@bachmanautogroup.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only) *Upon selection of this option the base price will change*	0.00 lbs	0.00 lbs	\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$75.00



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ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$92.00
6J4	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle or (NHT) Max Trailering Package. Not included when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)	0.00 lbs	0.00 lbs	Inc.



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Data Version: 21675. Data Updated: Feb 7, 2024 6:41:00 PM PST.

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
6C7	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$170.00
7X3	Spotlamp, left-hand Not available with SEO (7X2) left and right-hand spotlamps. Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$800.00
—	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs	Inc.
V53	Luggage rack side rails, delete (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*	0.00 lbs	0.00 lbs	Inc.
VK3	License plate front mounting package (Included on orders with ship -to-states that require a front license plate.)	0.00 lbs	0.00 lbs	\$0.00
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
5T5	Seats, front cloth and second row vinyl (Not available with (A50) front bucket seats.)	0.00 lbs	0.00 lbs	\$0.00
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position.) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$57.00
6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	\$62.00
—	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
ATD	Seat delete, third row passenger *CREDIT*	0.00 lbs	0.00 lbs	Inc.
AX2	Key, unique Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
BTV	Remote start	0.00 lbs	0.00 lbs	\$300.00
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.



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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
R9L	Deleted 3 Years of Remote Access. (Requires (UE1) OnStar. Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.) *CREDIT*	0.00 lbs	0.00 lbs	(\$300.00)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	0.00 lbs	0.00 lbs	Inc.
P0V	OnStar Vehicle Insights - 1 year of Service. Includes 12 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 12 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 12 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0W, P0X, P0Y or P0Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	0.00 lbs	0.00 lbs	\$0.00
VXT	Incomplete vehicle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Included and only available with (ATZ) rear seat delete.)	0.00 lbs	0.00 lbs	Inc.



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Data Version: 21675. Data Updated: Feb 7, 2024 6:41:00 PM PST.



Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

SHIP THRU CODES				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Included with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package, SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package, SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left -hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)	0.00 lbs	0.00 lbs	\$0.00
Options Total		0.00 lbs	0.00 lbs	\$1,311.00



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Data Version: 21675. Data Updated: Feb 7, 2024 6:41:00 PM PST.

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: 5/1/2024
Re: T-Mobile Device Quote

RECOMMENDATION: *Motion to approve the purchase of 4 cell phones and 9 tablets from T-Mobile with annual service cost of \$5,304.00.*

Currently, the Department of Public Works utilizes older flip phones and work orders done with pen and paper. As we continue to improve the department, we are looking to update our cellular phone plan at a lower rate with newer phones. We also would be acquiring 4 new tablets for use with the CityWorks and GIS systems. The additional 5 tablets would be for use by the City Council, which would help digitize our council packets, and provide a standalone device for use with the new unique city emails provided to each council person.

We would also be able to add devices to the plan, or make changes to this plan without being locked in to an annual contract.

Your consideration and concurrence are appreciated.



Customer Information	
Customer Name:	City of Belleville
Financial Contact Name:	Jason Smith
Address:	6 Main Street
City:	Belleville
State:	MI
Zip:	48111
Financial Contact Phone:	
Email Address:	jsmith@belleville.mi.us
Acct # (If applicable):	na

Sales Representative Information	
Name & Title:	Dan Janer
Phone:	248.982.2870
Email Address:	daniel.janer1@t-mobile.com
Remit To Address:	T-MOBILE USA INC
Vendor PO Address:	PO BOX 742596, Cincinnati, OH 45274-2596
Tax ID#	91-1983600
Contract Number:	

		Discounts	
Quote Date	Expiration Date	Contract Vehicle	Monthly Recurring Charge
4/23/2024	5/24/2024	NASPO	15%

Hardware						
Qty.	Device/Hardware	SRP	Discount	Net Price	N/A	Subtotal
5	iPhone 13 128GB	\$3,149.95	\$3,149.95	\$0.00		\$0.00
9	iPad 9th GEN	\$4,139.91	\$4,139.91	\$0.00		\$0.00
		\$7,289.86	\$7,289.86	\$0.00	0	\$0.00
Total Hardware Cost						\$0.00

T-Mobile Unlimited Government Plans						
Qty.	Rate Plan	MRC	Discount	Net Price	# of Months	Subtotal
5	Gov Unlimited for Phones (GOVUSUB1)	\$41.00	(\$6.15)	\$34.85	12	\$2,091.00
9	Unlimited Data (GVULMI)	\$35.00	(\$5.25)	\$29.75	12	\$3,213.00
0		\$0.00	\$0.00	\$0.00	12	\$0.00
0		\$0.00	\$0.00	\$0.00	12	\$0.00
0		\$0.00	\$0.00	\$0.00	12	\$0.00
Total Service Cost						\$5,304.00

Grand Total - 12 Months	\$5,304.00
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City of Belleville

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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: 5/1/2024
Re: ESRI ArcGIS quote

RECOMMENDATION: *Motion to approve an Annual ESRI ArcGIS subscription with additional viewer licenses in the amount of \$1,875.*

With the purchase of CityWorks and the development of our GIS system, it is important that we have licenses to make updates to the GIS system in-house after our system is developed. To accomplish this, we will need an annual ArcGIS subscription.

ArcGIS is the mapping system that allows us to utilize layers of data to compile information to make more informed decisions.

Your consideration and concurrence are appreciated.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 4/30/2024 To: 7/29/2024*

Quotation # Q-521291

Date: April 30, 2024

Customer # Contract # 318946

City of Belleville
City Manager
6 Main St
Belleville, MI 48111

ATTENTION: Jason Smith
PHONE: 734-697-9323 x7006
EMAIL: jsmith@belleville.mi.us

Material	Qty	Unit Price	Total
165535	1	\$765.00	\$765.00
ArcGIS Online GIS Professional Basic User Type Annual Subscription			
153148	1	\$550.00	\$550.00
ArcGIS Online Creator Annual Subscription			
153147	4	\$110.00	\$440.00
ArcGIS Online Viewer Annual Subscription			
153418	1	\$120.00	\$120.00
ArcGIS Online Credits; Block of 1,000			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Mohamad Hamdalla

Email:

mhamdalla@esri.com

Phone:

(909) 793-2853 x6477

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-521291

Date: April 30, 2024

Customer # Contract # 318946

City of Belleville
City Manager
6 Main St
Belleville, MI 48111

ATTENTION: Jason Smith
PHONE: 734-697-9323 x7006
EMAIL: jsmith@belleville.mi.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 4/30/2024 To: 7/29/2024*

Subtotal:	\$1,875.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$1,875.00

The GIS Professional license includes 500 service credits. These service credits refresh annually with license renewal; unused entitlement service credits do not roll over. Additional service credits can be purchased in blocks of 1000 credits for \$120. For additional information regarding service credits please reference this link <https://www.esri.com/en-us/arcgis/products/arcgis-online/pricing/credits>.

The Creator Named User includes 500 service credits. These service credits refresh annually with license renewal; unused entitlement service credits do not roll over. Additional service credits can be purchased in blocks of 1000 credits for \$120.

*Additional Service Credits are valid for 24 months from purchase. During the 24 months of validity the Additional Service Credits will roll over to the next subscription. Unused credits expire in 24 months and unused Additional Service Credits will not be refunded.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Mohamad Hamdalla	Email: mhamdalla@esri.com	Phone: (909) 793-2853 x6477
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Quotation # Q-521291

Date: April 30, 2024

Customer # Contract # 318946

City of Belleville
City Manager
6 Main St
Belleville, MI 48111

ATTENTION: Jason Smith
PHONE: 734-697-9323 x7006
EMAIL: jsmith@belleville.mi.us

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380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 4/30/2024 To: 7/29/2024*

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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For questions contact:

Mohamad Hamdalla

Email:

mhamdalla@esri.com

Phone:

(909) 793-2853 x6477

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An Initiative of

 **FAN**
Families Against Narcotics
Your connection for information, resources, and support.
Hopenothandcuffs.com | 833-202-HOPE (4673)

What Is Hope Not Handcuffs?

Launched on February 1, 2017, Hope Not Handcuffs is an initiative of Families Against Narcotics (FAN) aimed at bringing law enforcement and community organizations together in an effort to find viable treatment options for individuals seeking help to reduce their dependence on heroin, prescription drugs, alcohol, and other substances. It is a solution.



Background

Hope Not Handcuffs is based on the Police Assisted Addiction and Recovery Initiative (P.A.A.R.I.) program in Gloucester, MA. PAARI was started to support local police departments work with people struggling with substance use disorder. PAARI supports deflection program models that reach people before they enter the criminal justice system.

How the Program Works

A person struggling with drug or alcohol addiction can come to any participating agency and ask for help. They will be greeted with support, compassion, and respect. The participating agency notifies the Hope Not Handcuffs team that someone has walked into their agency and we dispatch a volunteer Angel to meet them there. Our Call Center then assists the individual through a brief intake process to ensure proper treatment placement. We can help individuals with Medicaid, Medicare, or private insurance, as well as those who are uninsured. Hope Not Handcuffs can arrange transportation to the treatment facility if needed.

All services are free of charge.



Accessing Hope Not Handcuffs



WALK INTO A PARTICIPATING POLICE DEPARTMENT

A compassionate volunteer will meet you to provide immediate connection to help

CALL THE HOPE LINE 833-202-HOPE

Our toll-free Hope Line operates from 8AM to 10PM, 7 days a week, 365 days a year

SUBMIT AN ONLINE FORM

Submit an online form at familiesagainstnarcotics.org/hopenothandcuffs and someone will call you

Community Referrals

Road Officers can give out Hope Not Handcuffs business cards to individuals who may need services. Let them know they can walk into your agency, call the Hope Line at **833-202-HOPE**, or scan the QR code to access treatment services.

The Hope Line operates from 8:00 AM to 10:00 PM seven days a week, 365 days a year.



PROTECTION HARM:LESS IN-HOME PROTECTION SUPPORT TEAM	INTERVENTION COMEBACK POST-OVERDOSE WELLNESS CHECK	DIVERSION REDIRECT ADDITIONAL RELATED SERVICES PROVIDED
CONNECTION HOPE NOT HANDCUFFS	DIRECTION NAVIGATE PEER & FAMILY-LED RECOVERY COACHING SERVICES	ASSOCIATION STRONGER TOGETHER PEER-TO-PEER RECOVERY SUPPORT GROUP
INFORMATION FAN FORUMS	EDUCATION naloxone TRAINING ANALOXONE CERTIFICATE PROGRAM	RESTORATION SOBER LIVING SCHOLARSHIPS

Additional Recovery Resources

Families Against Narcotics also offers:

- Peer Recovery Coaching
- Family Recovery Coaching
- Sober Living Scholarships / Transitional Housing
- Harm Reduction Support Team
- Post Overdose Wellness Checks by our Quick Response Team
- Stronger Together Family & Friends Support Group Meetings
- Monthly FAN Forums at different locations
- Naloxone (brand name = NARCAN) and naloxone trainings

All services are free of charge

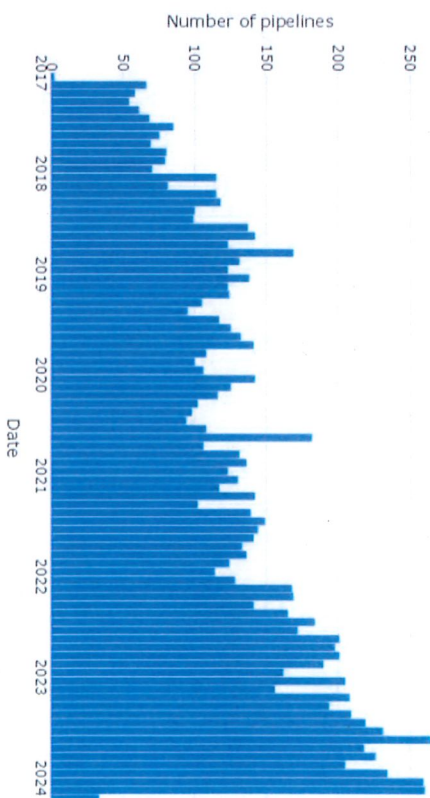


Program Impact

- Hope Not Handcuffs is available at **140+** police departments and community partners across the state of Michigan and **60+** locations in New York's Hudson Valley
- Hope Not Handcuffs has made over **12,000** connections to recovery resources and hope since 2017
- On average, we assist **170** individuals get into treatment every month and our Call Center receives over **3,000** calls monthly



Number of Participants statewide since 2017 - March 2024



Data & Trends| Fatal Overdoses

Over 1 million people have died since 1999 from an overdose. Nearly 75% of drug overdose deaths in 2020 involved an opioid.

In 2022, it is estimated that over 111,355 people died of drug overdoses in the United States (CDC).

That is a rate of 305 overdose deaths each day, all which are preventable!

Volunteers Angels

Volunteer Angels are an integral part of Hope Not Handcuffs. They meet the participant at the police department and provide support during the intake process.

Volunteer Angels will ask for the blue Hope Not Handcuffs bin to get snacks, water, and comfort kit for the participant.

Police departments are not required but can assist in recruiting volunteer Angels

- Posting on social media
- Speaking about volunteering with community members
- Posting a flyer in lobby
- Citizens Academy getting trained





Questions?

Safaa Elmessiri SE Regional Coordinator:

safaa@familiesagainstnarcotics.org

248-765-4566



Families Against Narcotics

Your connection to information, resources, and support.

Hopenothandcuffs.com | 833-202-HOPE (4673)

Professional Tree Proposal

Page No. of Pages

tntprotreeserv1@yahoo.com



www.tnttree.com

Tree Service Inc.

Like us on

19836 Savage Rd.

Office # 734-753-5800

Belleville, MI 48111

Fax # 734-753-5808

Proposal Submitted To:

Belleville DPW

Job Location

Address

370 E. Columbia

Belleville

Date

4-23-24

Contact Person

Jason 9-5

Phone #

Cell

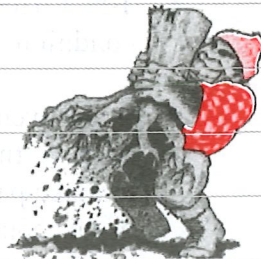
517-414-2033

Fax

Email

We hereby submit specifications and estimates for:

Remove Weed Trees Behind Bldgs on W. Side
+ Large Bldgs on S. Side Cut Back 6' or More
on W. Bldg. + Cut Everything Between Bldg + Fence
on S. Bldg. Also Remove 2 Pines + 2 Elm Trees
on W + NW side of S. Bldg. Haul All +
Cut low AS possible 7,600



(Mulch & Dirt are left on site from all stump grinding.)

(Extra charge to remove, upon request _____.)

(Fill stump hole with dirt _____)

(Before you consider a competitor, check their BBB ratings & reviews.)

Insured for Liability &

Workmen's Compensation

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

\$ Seven Thousand Six Hundred Dollars = 7,600 Dollars

with payment to be made as follows: **To be paid in full upon completion of our service!**

There will be a 3% late fee charged after 30 days.

Also, there will be a \$50 returned check fee.

We also accept:



Respectfully
submitted

Note — this proposal may be withdrawn by us if not accepted within 90 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

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: 5/1/2024
Re: DPS Yard Tree Removal

RECOMMENDATION: *Consideration of Quotes to remove trees from the DPS Yard.*

At the DPS Yard, there are several trees that are currently or could impact the roofs of two of our buildings. First, the SMART Bus storage garage has a few trees that are growing dangerously close to the side of the building or have large branches hanging over the roof.

On the north and west sides of the DPS Main building, there are trees, vines, and overgrowth that are blocking the communication tower that we could use to reduce our network costs by dropping DPS' exclusive internet access and use a Ubiquity communication router to allow network access without the need for another internet account and the bills that come with it. The growth is also impacting the roof and eaves, the gas line running on the west side of the building and are growing on or near power and communication lines and guy wires for the antenna tower.

We acquired three quotes, TNT and Vena's are comparable and semi-local. United is less expensive, and is also somewhat local (Rawsonville), but we have not used their services before.

Each quote will remove the same trees, chip the branches, and allow us to keep the chips for any use we may need. The cost would increase on all the quotes if we required the chips and brush to be removed from the lot.

Your consideration and concurrence are appreciated.

1854 Cadillac Ave
Ypsilanti, MI, 48198
(734) 340-5442

United Outdoor Service llc

Estimate

For:City Of Belleville
jsmith@belleville.mi.us
501 W Columbia Ave
Belleville, MI, 48111-2611

Estimate No:258
Date:04/24/2024

Description	Quantity	Rate	Amount
Tree trimming and removal Remove all trees and brush away from 2 building side and back Trimming all branches away from 2 buildings Wood chipping all brush and fire wood All wood chips stay on site	1	\$3,300.00	\$3,300.00
Subtotal			\$3,300.00
Total			\$3,300.00
Withholding Tax 0%			\$0.00
Total			\$3,300.00

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: *ATCHINSON FORD SALES INC* Amount: *\$1,026.08*
Purpose: *REPAIR RESCUE 456 (EXPEDITION)*

PART 1

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This request is for Council approval prior to purchase:

This purchase was previously approved by Council:

This purchase is part of a bid approved by Council:

This purchase was budgeted:

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, 936.200
[Signature]

CUSTOMER #: 6062

320652

Atchinson Ford Sales, Inc.

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

CITY OF BELLEVILLE
FAULL 7342602677
6 MAIN ST
BELLEVILLE, MI 48111

INVOICE

DUPLICATE 1
PAGE 1



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

HOME: 734-732-1432 CONT: 734-732-1432
BUS: 734-697-9323 CELL: 734-740-1802

SERVICE ADVISOR: 9788 CODY ARGO

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/ OUT		TAG
	03	FORD EXPEDITION		1FMEU15W43LA01132		38732/38732		T8754
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	- PAYMENT	INV. DATE
03JUN16 DD		03JUN2019	17:00	13NOV23	NEED	0.00	CHG	16NOV23
R.O. OPENED		READY		OPTIONS: W-COMP:G ENG:4.6 Liter				

10:11 13NOV23 13:52 16NOV23

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUST STATES	WHEEL BEARING SOUNDS LIKE ITS GOING OUT IN LEFT FRONT AREA , LOUD HUMMING NOISE PLEASE CHECK AND ADVISE					
	K-03	diag and replaced both frt bearing/hub					
		9334 DART,DAVID LIC#: M212951					
		CFT				435.00	435.00
	2	515042 HUB			424.00	223.34	446.68
	1	6L1Z*78253A10*A WEATHERSTRIP - DOOR OPENING			185.13	144.40	144.40
PARTS:	591.08	LABOR:	435.00	OTHER:	0.00	TOTAL LINE A:	1026.08
	38732	3.0 diag and replaced both frt bearing/hub assemblies not upper ball joint boots starting to crack no movement watch at future visits					

B MULTIPOINT INSP- GOOD IN DEPTH INSPECTION

99P MULTIPOINT INSP

9334 DART,DAVID LIC#: M212951

ISP

(N/C)

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME

9334 DART,DAVID LIC#: M212951

ISP

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

38732 1.0 replaced LR door seal

C CONTACT - AARON - 734-732-1432

INFO INFORMATION ONLY

9334 DART,DAVID LIC#: M212951

ISP

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

PO# 456111623

101.336.936.000

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT. NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.		Service Hours: MONDAY-FRIDAY 7:30 AM - 6:00 PM Quick Lane Service Hours: MONDAY - FRIDAY 7:30 AM - 7:00 PM SATURDAY 8:00 AM - 4:00 PM	STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	DESCRIPTION	TOTALS
Dealer Reg. No. F101167				LABOR AMOUNT	435.00
				PARTS AMOUNT	591.08
				GAS, OIL, LUBE	0.00
				SUBLET AMOUNT	0.00
				MISC. CHARGES	0.00
				TOTAL CHARGES	1026.08
				LESS INSURANCE	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	1026.08
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)		CUSTOMER SIGNATURE			

REPAIRS PROPERLY COMPLETED & CHECKED BY

X

AUTHORIZED REPRESENTATIVE

CUSTOMER COPY

City of Belleville
EXPENDITURES IN EXCESS OF \$500

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

Vendor: *CADILLAC ASPHALT* Amount: \$ *893.70*

Purpose: *ROAD REPAIR*



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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: *NONE AVAILABLE LOCALLY*



☐

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:



67 Mary St.
Mt. Clemens, MI 48046

Return Service Requested

Customer No: 17397
Invoice No: 405030
Inv Date: 03/12/24
Page: Page 1 of 1



Customer Job: COLD PATCH
City of Belleville

1558000001 PRESORT PBPS001 <>



CITY OF BELLEVILLE
6 MAIN STREET
BELLEVILLE MI 48111-2736

Cadillac Asphalt, LLC
PO Box 772213
Detroit, MI 48277-2213
Kelly Jager
586-203-2616

Delivered To: CAD 2023 CUSTOMER PRICING

Ordered By: ,0.0000

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04044 Mt. Clemens Asphalt Plant												
MATERIAL: UPM - Cold Patch												
03/6/24	44076513	2623	UPM - Cold Patch	6.62	TON	135.00	0.00	0.00	893.70	0.00	0.00	893.70
Total:		Cust Job: COLD PATCH							893.70	0.00	0.00	893.70
Total Invoice:				6.62					893.70	0.00	0.00	893.70

A Time Price Differential of 1.5% per month (annual percentage of 18%) will be charged on all past due invoices.

AR Contact: Linda Kukola (248) 215-0351

*****NEW PAYMENT REMITTANCE ADDRESS BELOW*****

P.O. Box 772213
Detroit, MI 48277-2213

Please begin mailing all payments for Cadillac Asphalt, LLC to the address above.
Thank you for your help!

R1 R2 1/2 WATER 1/2 WINTER MAINT.

Invoice Amount: 893.70

Amount Paid: _____

Customer Name: City of Belleville
Customer No: 17397
Invoice #: 405030
Date: 03/12/24
Customer Job: COLD PATCH

If you have any questions about your invoice please call 586-203-2616

Remit Payment To: Cadillac Asphalt, LLC
PO Box 772213
Detroit, MI 48277-2213

Due Date: 04/11/24
Count: 3

Please provide your email address below if you would like to start receiving your invoices via email

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: *HENNESSY ENGINEERS* Amount: \$ *57,100.-*

Purpose: *ENGINEERING FOR HARBOR POINT ROAD WORK*



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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:

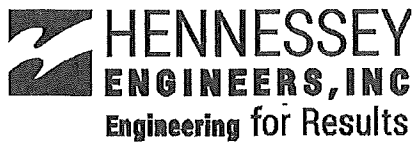


☐

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:



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

City of Belleville
Project 85139 Harbour Pointe Subdivision

Invoice number 169054
Date 12/21/2023

General Consulting

Professional Fees

S06 - Party Chief

David A. Lenden

Date	Hours	Rate	Billed Amount
12/06/2023	4.50	75.00	337.50

Design & Bidding

Professional Fees

D02 - Civil Engineer VI

Alan J. Cruz

Date	Hours	Rate	Billed Amount
11/21/2023	1.50	91.00	136.50
12/06/2023	1.50	91.00	136.50
12/07/2023	1.50	91.00	136.50
12/08/2023	1.00	91.00	91.00
Subtotal	5.50		500.50
Subtotal	5.50		500.50

D04 - Civil Engineer IV

Curtis P. Robb

11/21/2023	6.00	84.00	504.00
11/22/2023	8.00	84.00	672.00
11/27/2023	8.00	84.00	672.00
11/28/2023	8.00	84.00	672.00
11/29/2023	8.00	84.00	672.00
11/30/2023	8.00	84.00	672.00
12/01/2023	8.00	84.00	672.00
12/04/2023	4.00	84.00	336.00
Subtotal	58.00		4,872.00
Subtotal	58.00		4,872.00
Phase subtotal			5,372.50

Invoice total 5,710.00

We Appreciate Your Business!!!

Big Red LOCAL ROADS

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: MACQUEEN AND Amount: \$26,261.00
FIRE STORE
Purpose: FOR NEW FIRE ENGINE

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:

THIS IS A HIGH ESTIMATE. IT WILL BE
LESS BETWEEN THE 2 VENDORS,
CAPITAL 101,336,983.000
BR

Supplier	Equipment	Cost	Cost
Fire Store	<u>Council Tool 6 Lb Flathead Fire Axe</u>		
	<u>Fiberglass Handle</u>	\$74.39 Macqueen	\$ 72.00
	<u>Fire Hooks Unlimited Pickhead Axe</u>	\$85.39	\$ 80.00
	<u>Fire Hooks Unlimited New York Roof Hook</u>	\$193.59	\$ 150.00
	<u>Leatherhead Tools American Hook Pike On</u>		
	<u>Pro-Lite, Hi-Viz Fiberglass Pole 3'</u>	102..59	\$ 108.33
	<u>Leatherhead Tools American Hook Pike On</u>		
	<u>Pro-Lite, Hi-Viz Fiberglass Pole 6'</u>	\$110.99	\$ 117.33
	<u>Big Woods Rescue Second Hands 5" Storz</u>		
	<u>Tool</u>	\$230.00	\$ 162.67
	<u>Akron 3 Wrench Holder</u>	\$262.39	\$ 242.00
	<u>Fire Hooks Unlimited Pro Bar Halligan-Type</u>		
	<u>Forcible Entry Tool X 2</u>	\$600.78	\$ 590.00
	<u>Streamlight Vulcan 180 HAZ-LO x 4</u>	\$999.96	\$ 972.00
	<u>Streamlight Portable Scene Light EXT 2</u>	\$1,695.98	\$ 845.00
	<u>Harrington Two-Man Hose Roller</u>	\$191.59	\$ 180.00
	<u>Groves Inc. Hose Winder</u>	\$601.99	\$ 565.00
	<u>Groves Inc. Trailer Hitch Mount Only For</u>		
	<u>Hose Winder</u>	\$174.99	\$ 165.00
	<u>Duo-Safety 701 Aluminum Fresno Attic</u>		
	<u>Ladder</u>	\$478.39	\$ 475.00
	<u>Task Force Tips Chimney Snuffer Kit</u>	\$947.00	\$ 1,072.00
	<u>Task Force Tips, New Force Transformer</u>		
	<u>Piercing Nozzle PLUS System</u>	\$1,495.00	\$ 1,632.67
	<u>Conterra Accountability/Command Board</u>		
	<u>R & B Fabrications IC/MC Vest Case</u>	\$272.00	\$ 90.00
	<u>Task Force Tips Blitzfire High Elevation</u>	\$94.99	
	<u>Oscillating Monitor</u>	\$4,737.00	\$ 4,337.33

GREEN - AUXILIARY
RED - CITY
PURPLE - NEXT BUDGET / GRANT
BLACK - WANTS - NOT NEEDED

TFT MX-FoamJet Multi-Expansion Attachment For All Handline Dual Force Metro II Nozzles	\$495.00	\$	466.67
Task Force Tips Legacy Dual Force Nozzle W/ Grip	\$1,470.00	\$	1,294.00
Dixon Brass Hazmat Pin Lug Adapter, 2-1/2" Female NST (NH) X (2) 3/4" Male GHT MSA ALTAIR 5X Multigas Detector With XCell Sensor Technology RAMFAN Safer Smoke Ejectors	\$39.59	\$	51.50
	\$3,111.25	\$	1,855.84
	\$1,996.39	\$	2,923.09
Tempest Technology Variable Speed Blower, VSG	\$3,044.99	\$	2,536.67
National Foam Universal Green 3% X 3% Foam, 5 Gal Pail	\$1,014.36	\$	1,013.04
Door wedges x 10	\$129.54		
Fire Penny			
Tempest Ventmaster 565HD Ventilation Fire Chain Saw	\$2,584.56	\$	2,629.63
Spring Cones & Wire Mesh Tote System	\$252.50	\$	202.00
Pi-Lit Smart Sequential Road Flares Extra Large Hydrant Bag	\$295.95	\$	295.95
	\$89.95	\$	89.00
Sterling RIT Response Search Kit	\$479.95	\$	525.00
EVAC RIT Compact Storage Bag, Orange	\$222.19	\$	220.00
Captain Zehel			
Side pull out step x 2	\$1,400.00	\$	1,400.00
Back step x 2	\$600.00	\$	600.00

RQR

Air Horn Panel	\$950.00	\$	950.00
Foam System	\$13,900.00	\$	13,900.00
Water level lights	\$566.00	\$	566.00
Light Bar Lights	\$2,200.00	\$	2,200.00
Shelving	\$5,800.00	\$	5,800.00
SCBA Mounts X 3			

Miscellaneous

Generac GP 6500 W Generator	\$899.99	\$	899.99
Stihl MS 391 25In 64.1 cc Chainsaw	\$759.99	\$	759.99

\$55,548.62 \$ 53,034.70

Yellow Highlight indicates Macqueen can not provide

GREEN - \$18,288.00 APPROX. AUXILIARY
RED - \$26,261.00 APPROX. CITY
PURPLE - \$9,647.00 APPROX. CITY / GRANT / NEXT BUDGET
BLACK - \$1,459.00 APPROX POSSIBLE NEXT BUDGET

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: *METRO ENVIRONMENTAL* Amount: *\$ 1488.75*

Purpose: *CLEAR CLOGGED DRAINS*



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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:

78395

METRO ENVIRONMENTAL SERVICES, INC.
METRO SEWER CLEANERS
P.O. BOX 725
WALLED LAKE, MI 48390-0725
(248) 960-1111
www.metrosewer.net

JOB PHONE	DATE OF ORDER
	4-22-24
JOB NAME/LOCATION	
Angola St, Madelon St	
Liberty St, High St.	

TO City of Belleville

6 Main St.

Belleville, MI 48111

PHONE

734-904-9887

ORDER TAKEN BY

TERMS:

DESCRIPTION OF WORK		AMOUNT	
Scheduled Vactor/High Pressure Jet Service as per work order A33762		1,488	75

R, RY 203-478-775.000

City of Belleville
EXPENDITURES IN EXCESS OF \$500

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

Vendor: *T-N-T TREE SERVICE* Amount: *\$ 1950.-*

Purpose: *REMOVE DEAD TREE*



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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:



TREE SERVICE INC.

INVOICE

19836 SAVAGE RD
BELLEVILLE, MI. 48111
734-753-5800 Fax # 734-753-5808
TNTPROTREESERV1@YAHOO.COM
WWW.TNTTREE.COM

460044
April 19, 2024

BILL TO:

City of Belleville
6 Main St.
Belleville, MI. 48111

WORK PERFORMED AT:

On Henry W. of South St.
Belleville, MI. 48111

Description of Work: #460044	AMOUNT
Removed large dead Maple Tree at location listed above Hauled all wood away, cut low as possible Ground stump 10" deep <i>R. R. T.</i> <i>203-463 806.000</i> All Tree work completed on: 04/19/24 <i>We Take all Types of Tree Care</i>	
	1,700.00
	250.00
TOTAL DUE: \$1,950.00	

- Make all checks payable to T-N-T TREE SERVICE INC.
- Payments are due in full upon completion of work specified
- There will be a service charge on accounts 30 days past due.
- The charge is computed by a "periodic rate" of 2% each month that is an annual percentage of 20% applied to the balance owe. Returned check fee of \$50.00



Thank you for your business!

City of Belleville
EXPENDITURES IN EXCESS OF \$500

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Vendor: WESTERN WAYDE COUNTY
FIRE DEPARTMENT MUTUAL AID
ASSOCIATION Amount: \$10,000
Purpose: DUES ASSESSMENT FOR
TEAMS

PART 1

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This request is for Council approval prior to purchase:

☐

This purchase was previously approved by Council:

☐

This purchase is part of a bid approved by Council:

☐

This purchase was budgeted:

☐

This purchase was for an emergency:

PART 2

☐

This purchase was based on competitive price quotes:

☐

This purchase is not based on competitive quotes because:

101.336.960.003
BJ

WESTERN WAYNE COUNTY FIRE DEPARTMENT
MUTUAL AID ASSOCIATION



April 9, 2024

Chief Loranger:

The rules governing the Western Wayne County Fire Department Mutual Aid Association Special Operations Group set forth the requirements for a member community's participation and attendance requirement for the HMRT and the TRT.

Sec. 200.3.1 Each member community with an official population less than 40,000 persons shall appoint a minimum of one (1) member assigned to the HMRT and one (1) member assigned to the TRT. A member community with a population of 40,000 persons or more shall appoint not less than two (2) members to each team. Population will be based upon the last US Census numbers that were approved by the Association. Any member community that fails to meet this obligation for a period of ninety (90) consecutive days in any calendar year shall be assessed \$5,000 per required appointee. The calendar year shall be from January 1st to December 31st of each year. Member communities who appoint a member to a team and that member fails to attend one of the first two (2) consecutive trainings following appointment will be considered non-participatory and subject to the \$5,000 assessment. The assignment and/or removal of members on a team must be in written form to the SOGOC and Team Administrator prior to the effective day of the action. Member communities may elect to assign an additional member to either team with the approval of the SOGOC.

This communication is to advise you that your community did not meet the above obligation for both the HMRT and the TRT for the calendar year of 2023. The recommendation of the Special Operations Oversight Group is to assess your community \$10,000 for non-participation. This recommendation will be presented to the membership for approval during the next membership meeting on April 18, 2024.

If you have any questions, please contact me.

Respectfully,

A handwritten signature in cursive script that reads "Brent Siegel".

Brent Siegel
Special Operations Oversight Chief
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