

CITY OF BELLEVILLE REGULAR CITY COUNCIL MEETING
AGENDA
Monday, July 1, 2024 - 7:30 pm

1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

2. ROLL CALL

3. PRESENTATIONS & CITIZENS COMMENTS

- a. Presentations
 - i. AirSpace Link
 - ii. Geese Chasers – Update on Horizon Park
 - iii. Proclamation – Belleville Co-Op
- b. Citizen Comments

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. June 17, 2024, Regular City Council Meeting
- b. Communications
- c. DPS Activity Report
- d. Special Events

6. PUBLIC HEARINGS

- a. None

7. INTRODUCTION OF ORDINANCES

- a. SECOND READING/FINAL ADOPTION – Ordinance No. 24-005 – Amendment to 3.1.6 of the Zoning Code.

8. GENERAL BUSINESS DISCUSSION

- a. Water Meter AMI Contractor Selection
- b. Purchase Agreement – For sale of 100 Davis Street
- c. Resolution #24-025 – Resolution to Propose Four Amendments to the Belleville City Charter
- d. Westshore Services Tornado Siren
- e. Employment Agreement – Briana Hootman

9. ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES

- a. Accounts Payable
- b. Departmental Expenditures
 - i. City of Williamston
 - ii. Core and Main
 - iii. Harold J. Love and Associates (2)
 - iv. Monroe County Firefighters Association
 - v. R & R Fire Truck Repair Inc.

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



UAS Readiness Assessment

A unifying approach to
comprehensive UAS Readiness



PREPARED FOR
City of Belleville, Michigan

PREPARED BY
Airspace Link, Inc



May 2024

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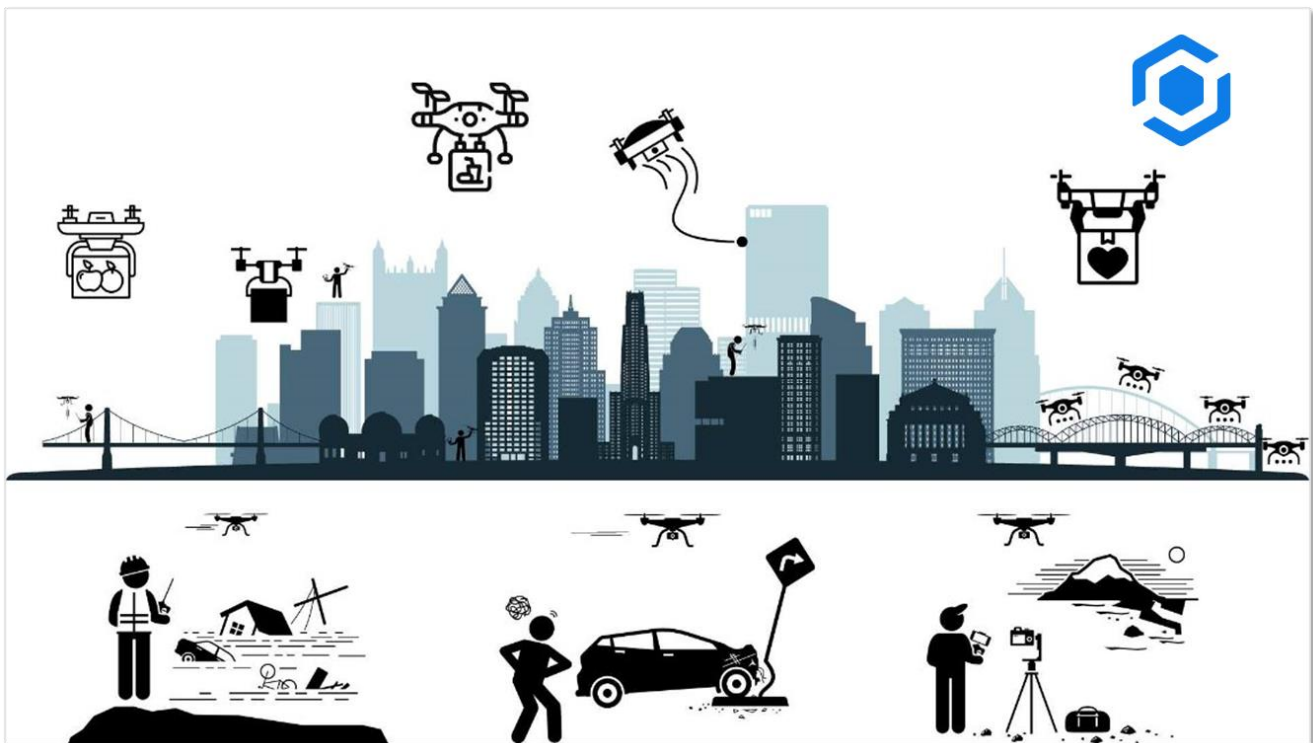
Executive Summary

Just as the Industrial Revolution led to the creation of the American Railroad System and the post-war era led to the creation of the Interstate Highway System, today, we are embarking on a new chapter in infrastructure history: The Drone Revolution.

To uncover key insights and recommendations to enable the safe integration of drones in the City of Belleville, Airspace Link conducted a UAS (Uncrewed Aircraft System) Readiness Assessment. The assessment includes a comprehensive overview of Belleville's drone ecosystem while documenting a cross-departmental inclusive view of objectives for future UAS integration and operational outcomes.

The team engaged with two departments to understand the potential use cases for your community, the benefits of drone integration into existing operations, and determine the next steps needed to reach the city's UAS goals. We identified critical needs and gaps that can be addressed with a well-planned drone program, which we discuss in our recommendations.

Airspace Link is the leader in building and managing UAS digital infrastructure that supports and enables safe drone operations in communities nationwide. Our team of experts has spent the last couple of months conducting interviews, analyzing the results, and crafting tailored recommendations. We are enthusiastic about Belleville's commitment to understanding the benefits and applications of UAS and developing a comprehensive strategy for integrating drones into the city's operations.



UAS-Ready Community

Airspace Link has developed a unified UAS Integration Framework and a blueprint for creating UAS-Ready Communities. These tools offer a comprehensive approach to UAS integration and readiness, guiding stakeholders in building safe and effective UAS ecosystems. This assessment utilizes these tools to help communities achieve successful UAS integration.

Figure 1 provides an overview of the UAS Integration Framework, detailing considerations for UAS operators and national, state, and local governments at each stage. These considerations help reduce complexities, accelerate benefits, and ensure compliant UAS operations that harmonize with the communities they serve. For a detailed description of this framework, we encourage you to read our [UAS Integration Framework Whitepaper](#).

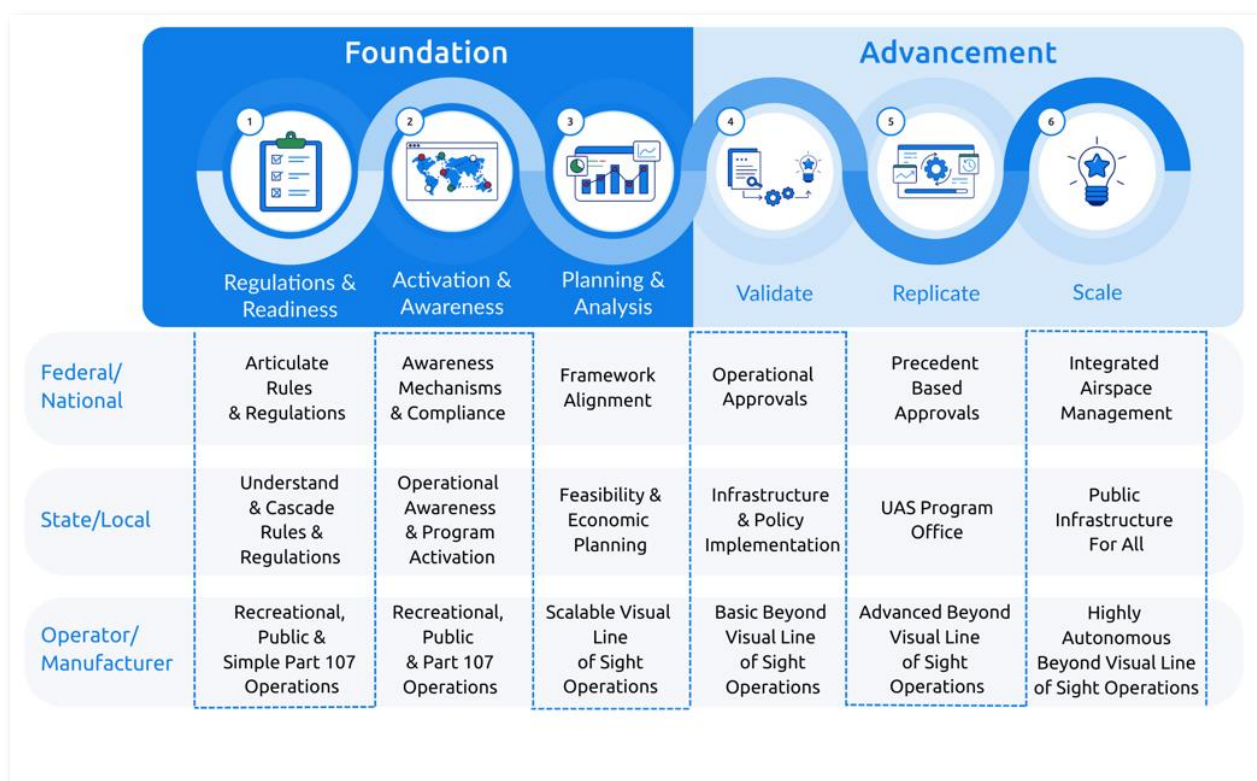


Figure 1: Airspace Link's UAS Integration Framework

Appendix A provides a detailed description of what constitutes a UAS-Ready Community. This section is designed to serve as a universal framework applicable to various government bodies at both local and state levels. The insights derived from our UAS Assessment and the guidelines outlined for a UAS-Ready Community shape our recommendations to enhance UAS readiness for the City of Belleville.

UAS Readiness Assessment: Process and Findings

This section is dedicated to reviewing your city's assessment process and results, including your current state of UAS readiness and the City of Belleville’s vision for a UAS-integrated future.

Participants

Airspace Link gathered insights from two points of contact, representing two departments, to understand the City of Belleville’s needs, challenges, and vision related to UAS operations and integration.

Table 1: UAS Assessment Participants

Department	Contact Person	Title
City Manager’s Office	Jason Smith	City Manager
Belleville Police Department	Kristin Faull	Chief of Police

During the interviews, we reviewed the list of questions sent in advance to the participants and discussed each department's specific circumstances and aspirations. Figure 2 highlights a few of the questions asked and reviewed during the interviews.

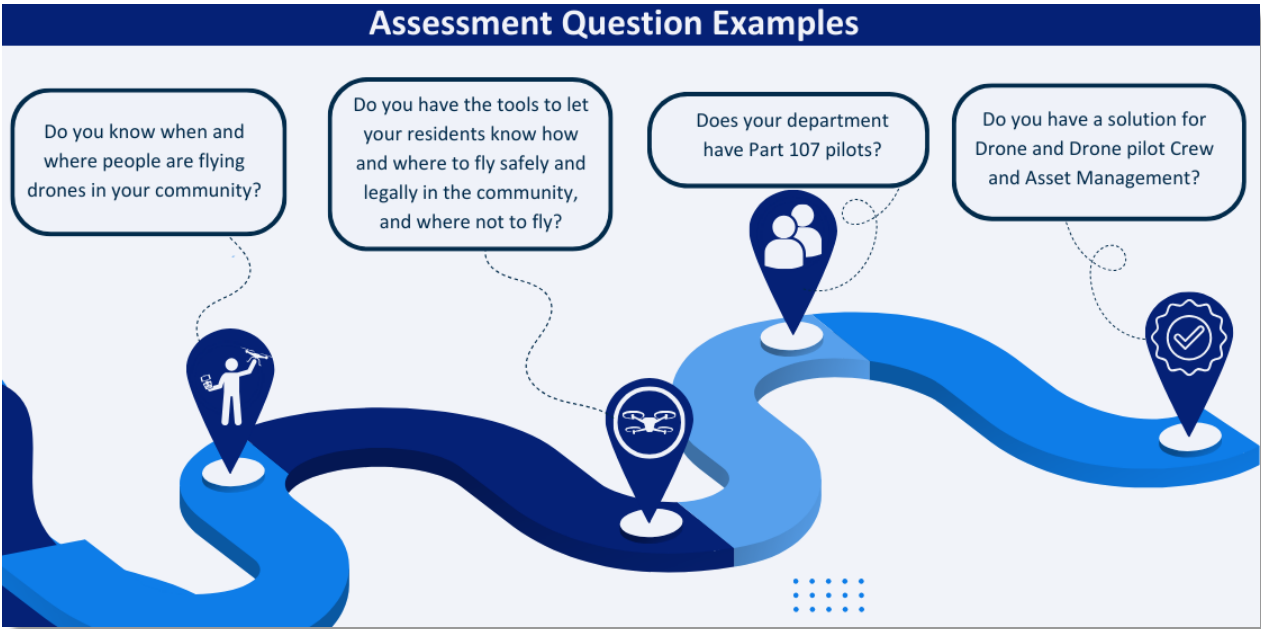


Figure 2: Examples of Questions Asked throughout the UAS Readiness Assessment Process

Assessment Findings

Based on data collected during our interviews and research into your city, we place the City of Belleville at Level 0 of our UAS Framework after careful analysis and review.

The City of Belleville doesn't currently own or utilize drones internally. However, the marketing department utilizes drones for their operations with the assistance of an external contractor.

The City of Belleville is working to digitize its work order system using Esri. Esri products are an excellent foundation for a thriving drone management program for any local government. Listening to the departments' representatives, we learned there is a strong interest in developing a drone program and a need for guidance on how to proceed from UAS Integration Framework Level 0.

Airspace Link will be happy to assist the City of Belleville in understand the regulatory landscape and develop comprehensive drone policies that will benefit the city and the community. Additionally, under the FlySafe Program, Airspace Link is positioned to provide support in identifying state and federal grants relevant to drone operations and program development.

Current State

Drone Usage and Awareness:

- **Drone Activity:** The marketing department uses drones through an outside contractor; no internal drone operations exist.
- **Knowledge:** Limited awareness and understanding of current drone usage specifics, regulations, and pilot numbers.
- **Community Engagement:** No current initiatives to educate or engage the community in drone-related activities.

Tools and Infrastructure:

- **Digital Systems:** The city is digitizing its work order system with Esri, laying a foundation for future drone management.
- **Infrastructure:** Lack of dedicated infrastructure or tools to support drone operations, including flight planning software and crew management solutions.

Policies and Regulations:

- **Regulatory Environment:** No established drone policies, laws, or ordinances specific to the community.

Funding and Training:

- **Financial Constraints:** Limited funding for drone program development; interest in grant opportunities.
- **Training:** No trained or certified personnel within the city's departments.

Future State

Drone Program Development:

- **Establishment of Internal Drone Operations:** The city should acquire its own drones and develop an internal drone program. This will involve the purchase of drones suitable for various applications, including public safety, infrastructure inspection, and community events.

- **Training and Certification:** The city should implement comprehensive training programs for employees, ensuring they achieve Part 107 certification. This will include ongoing training to keep skills current and to stay updated with any changes in regulations or technology.

Community Engagement and Education:

- **Public Awareness Campaigns:** The city should launch initiatives to educate residents about safe drone usage, including town hall meetings, workshops, and online resources. These initiatives will help foster a culture of safety and compliance within the community.
- **Online Resources:** Implementing a dedicated Flysafe website will provide residents with easy access to information on drone regulations, best practices, and safe operating areas within the community.

Infrastructure and Tools:

- **Flight Planning and Management Tools:** Implementation of advanced flight planning software and crew and asset management solutions should be prioritized to streamline and enhance the efficiency of drone operations. These tools will support real-time flight monitoring, scheduling, and compliance checks.
- **Esri Integration:** Leveraging Esri products, the city should integrate drone data with existing GIS systems. This will enable better planning, management, and utilization of drones for various municipal tasks, enhancing overall operational efficiency.

Policies and Regulations:

- **Development of Drone Policies:** The city should establish comprehensive drone policies and ordinances. These will address critical aspects such as privacy, safety, noise control, operational guidelines, and data security. Clear policies will provide a framework for safe and responsible drone usage.
- **Regulatory Compliance:** Ensuring that all drone operations are compliant with federal, state, and local regulations will be a key focus. This will involve regular reviews and updates to policies as necessary to align with evolving regulatory landscapes.

Funding and Grant Support:

- **Grant Applications:** The city should actively pursue state and federal grant opportunities to secure funding for UAS program development. Successful grant applications will provide the financial resources necessary to support training, equipment acquisition, and infrastructure development.
- **Budget Allocation:** The city should incorporate UAS program funding into its annual budget cycle. This will ensure sustained financial support for ongoing and future drone operations, training, and program expansion.

By transitioning from the current state to the envisioned future state, the City of Belleville can effectively integrate drones into its operations. This integration will enhance public safety, operational efficiency, and community engagement, positioning Belleville as a forward-thinking and technologically advanced city. This expanded analysis aligns with the goals of thoroughly understanding the current limitations and the strategic steps needed to achieve a robust drone integration program in Belleville.

UAS Assessment Recommendations

In this section, we translate the aggregated UAS Assessment findings into recommended action items customized to support the organization in achieving level 1 of the UAS Integration Framework.

To assist the City of Belleville in addressing these recommendations and advancing your UAS-Ready Community, Airspace Link is proud to offer products and services that support these recommendations and is happy to recommend other industry partners who can help the city in its UAS journey. We name our relevant products, services, and partners in the table below. To facilitate strategic planning, we identify an estimated cost for each of our recommendations. This estimate is based on our current industry knowledge, is meant for budgetary purposes only, does not constitute a quote for products or services, and may differ for your community.

Table 2: UAS Assessment Recommendations

Framework Level	Recommendation	Available Industry Solutions	Estimated Required Budget*
1	Establish a unified UAS local policy that aligns with FAA regulations and have it approved by the City of Belleville Council.	Policy support package	~\$20,000
1	Invite a Subject Matter Expert to lead a federal/state regulatory workshop to inform and educate Belleville's employees. In addition to offering specialized expertise in UAS, this SME can educate other departments on the value and applications of UAS technology. Through tailored workshops, training, and consultations, the SME can help integrate UAS solutions into various aspects of your organization's operations.	SME consulting	\$1,000 + travel expenses
1	Establish community-centered drone working groups or town hall meetings to share UAS planning progress and receive feedback from the community.		
1	Purchase 1-2 drones to be used by the Police and Fire departments		\$8,000 per drone
1	Ensure all organizational drones are registered with the FAA through DroneZone .		\$5 per drone registration
1	Establish a community drone park for recreational and educational use.	Location analysis in support of a drone park	\$2,500 - \$7,500
1	Implement UAS operations management software for use across the organization.	The FlySafe Program, including AirHub® Portal Licenses	~\$25,000 (FlySafe Essential) ~\$50,000 (FlySafe Advanced)
	Communicate federal, state, and local UAS laws and regulations to the community on a dedicated website. Include relevant links such as DroneZone for drone registration, TRUST for recreational pilot registration, and so on.		
1	Ensure UAS flights are planned using a pre-flight planning application and request federal authorization, utilizing Low Altitude Authorization and Notification Capability (LAANC) established by the FAA.		

1	Publish Drone Flight Advisories to notify the community of areas to avoid when flying, including sensitive infrastructure, and events. Communicate detailed event and contact information directly to your community, helping operators plan their operations and minimizing the risk to the community.	The FlySafe Program, including AirHub® Portal Licenses	~\$25,000 (FlySafe Essential) ~\$50,000 (FlySafe Advanced)
1	Establish the cadence and tools to inform the community of organizational drone operations in the City of Belleville.		
2	Keep track of organizational crew and assets (drones and drone pilots) utilizing a dedicated UAS crew and asset management solution. The crew and asset solution would allow you to track and monitor drone and pilot registration, usage, and activity and achieve a comprehensive baseline of asset and pilot management capabilities.		
2	Establish and adopt a common data model to be used city-wide that will support data capture from all departments and will integrate with the existing GIS solution (ArcGIS).		
2	Compile existing GIS data to support drone operation analysis and planning.		
2	Create a training program to train city employees as Part 107 pilots.		
2	Use drones for imagery and data capture to facilitate updated mapping of the Belleville area.	Use Esri SiteScan and departmental drones, or contract with SkyLadder or similar imagery and mapping services.	Contract services: \$10,000 – \$50,000, depending on area and needs.
2	Initiate a Drone as a First Responder (DFR) program and initiate a knowledge campaign to educate the public on the benefits of this program.	We recommend a four-week DFR Pilot program	~\$30,000
2	Collaborate with educational institutes to create drone-related STEM initiatives and grow your UAS workforce. Utilize initiatives and locations identified as part of the MAIN project for this purpose.		
3	Create a drone site assessment for economic development by identifying suitable locations for vertiports or takeoff and landing areas and determining optimal flight routes to attract businesses to the area.		
3	Research and join regional drone initiatives that facilitate access to long-distance showcase operations, funding, introduction to innovative solutions, and data sharing.		
3	Conduct a feasibility study to determine the best locations for UAS sensor implementation.	Location analysis and alignment with sensor providers (utilizing AirHub Insights)	\$5,000 - \$10,000 per sensor location analysis.
3	Contact drone sensor companies to investigate the costs and procedures for installing UAS sensors for drone tracking and invest in UAS infrastructure.	Airspace Link will work with our drone detection sensor partners to find a solution tailored to your community.	Sensor installment starts at \$30,000 and covers between 3-5 miles.

Summary

Working with and supporting the City of Belleville with critical insights and a framework for a comprehensive roadmap to UAS readiness has been our pleasure. Our goal in this assessment was to align departments on the current use of drones and future planning/objectives to ensure efficient growth and integration of UAS systems and operations. We recommend an annual budget of \$50,000-\$100,000 for the first year to achieve the recommendations above.

We look forward to continuing this journey with the City of Belleville, helping implement these recommendations, and fostering the growth of a UAS-Ready Community.



Additional Resources

Subject Matter Experts at Airspace Link have prepared various whitepapers encompassing a wide range of UAS-related knowledge. We invite you to review these whitepapers on Airspace Link's website and contact us with any questions:

- [Airspace Link's UAS Integration Framework](#)
- [Exploring the Transformative Effects of Drone Technology Use Cases and Benefits](#)
- [City of Ontario, California Case Study](#)

Airspace Link is a key participant in [Detroit's Advanced Aerial Innovation Region \(AAIR\)](#). The AAIR is a first-of-its-kind air mobility and drone technology initiative. The initiative is a Public Private Partnership led by the Michigan Department of Transportation and Michigan Central.

We'd also like to take the opportunity to share with you a [UAS Connected Corridor Feasibility Analysis](#) conducted by Airspace Link for the Michigan Department of Transportation. Airspace Link offers several levels of feasibility analysis and similar services, preparing communities of all sizes for scalable UAS operations.



Appendix A: UAS-Ready Community - Step by Step

The table below details the various components of a UAS-Ready Community for Framework Levels 1, 2, and 3. Advanced levels build upon levels 1-3 and merit further discussion.

Vertical	Details
Level 1: Regulations and Readiness	
Federal, State, and Regional Regulations	Have an extensive knowledge of federal, state, and regional UAS regulations and how they directly affect the community.
	Regular review cycles of regulatory changes.
	Effective means of cascading federal, state, and regional UAS regulations and changes in regulations to the community.
LAANC Process	A user-friendly and accessible tool for drone operators to gain Low Altitude Authorization and Notification Capability (LAANC) approval from the FAA for drone operations. This approval authorizes drone flights within controlled airspace around airports.
Drone Registration	Organizational and commercial drones registered with the FAA through DroneZone .
Local UAS Policy	A comprehensive local UAS policy that considers federal and state regulations, safety community engagement and feedback, risk management, innovative approaches to UAS commercialization, and ways to minimize residential disturbance.
	Regularly review and update cycles of the local UAS policy to reflect regulatory changes and community feedback.
UAS Allowed and Restricted Areas	Designated allowed and restricted areas for drone operations, landing, and take-off based on current regulatory information, ground and risk hazards, and zoning considerations.
	A real-time online tool to communicate drone operations restrictions and hazards to the community, including when and where drone flights are permitted.
Designated Areas for Recreational Drone Use	Accessible guidelines for recreational UAS use, focusing on safety, privacy, and respect for community spaces.
	Designated specific areas in parks or open spaces where families and recreational drone pilots can safely operate UAS.
	Clear signage and informational materials in these zones and on the community's website and community outreach channels.
Registered Recreational Pilots	A knowledge campaign informing recreational pilots of the need to register with the FAA, take the Recreational UAS Safety Test (TRUST) exam, and stay in compliance with all regulations.
Community Engagement	Collaborative UAS policy alignment through partnerships with local businesses and residents, including holding town hall meetings.
Level 2: Activation and Awareness	
UAS Planning and Awareness Community Tool	An online real-time tool used to educate advanced and 107 operators, residents, and businesses on rules and regulations to ensure they can fly compliantly and safely.
	A UAS management solution allows the government organization to oversee UAS planning and operations.
Operator Readiness- UAS Part 107 Pilots	Registered Part 107 drone pilots, employed by local government, contractors, or commercial entities.
UAS Workforce Development Initiatives	Local government, academic institutes, and economic development organizations lead UAS workforce development initiatives. UAS workforce includes drone pilots, IT personnel, project managers, educators, GIS experts, etc.

UAS STEM Initiatives	UAS teaching in STEM education initiatives (middle schools, high schools, colleges, etc.)
Public Safety Drone Operations	Drone usage by police, fire, and other public safety departments, including a Drone as First Responder (DFR) program, drones for search and rescue, drones for traffic accident support, and other emergencies.
Other Public Use of Drones	Drone use cases in public service beyond public safety include infrastructure inspection, construction progress reporting, mapping, etc.
UAS Crew and Asset Management	A software solution allowing the local government to track and monitor drone and pilot registration, usage, and activity and achieve a comprehensive baseline of asset and pilot management capabilities.
UAS Detection and Tracking	Detection and tracking of historical and real-time UAS activity in the community's jurisdiction, allowing for increased safety, protection of privacy, and compliance with federal, state, and local regulations.
UAS Advisories	A real-time notification tool allows the local government to publish permanent and temporary advisories related to restricted and allowed areas for drone operations, times and dates of restrictions, and means for requesting additional information.
GIS Data in Support of UAS Integration	Integration of local GIS data with the chosen UAS software solution to increase accuracy and identification of hazards.
Compliance with Remote ID	An updated knowledge of the new FAA 'Remote ID' regulation and a plan to ensure the organization's pilots and community are in full compliance with this regulation.
Level 3: Planning and Analysis	
Public Safety Certificates of Authorization (COA)	An FAA authorization for law enforcement or fire departments to use drones for public safety and security activities, such as search and rescue, accident investigation, disaster response, and surveillance in certain situations. The COA outlines the specific conditions under which these agencies can operate drones, including factors like airspace limitations, operational restrictions, and safety protocols.
Public Safety Tactical Beyond Visual Line of Sight (TBVLOS)	An FAA approval to tactically fly drones beyond the visual line of sight by law enforcement, firefighting, or emergency response agencies. This authorization is given for scenarios such as search and rescue operations over large areas, monitoring incidents in remote locations, or conducting surveys in situations where maintaining direct visual contact with the drone might be challenging or impractical.
UAS Program Center	A dedicated UAS program center will oversee the organization's drone operations, integrate commercial and community drone activities, and invest in UAS infrastructure for comprehensive development and management.
UAS Showcase Operations	Showcase operations to test and validate use cases such as cargo delivery, medical services, and emergency response.
Process and Blueprint for Onboarding UAS Operators	An established local process to remove barriers for new UAS operators and use cases within the community organizations. Focuses on a process to submit and gain approval for BVLOS operations.
UAS Infrastructure Planning	A detailed budget plan for the required UAS infrastructure to empower public and commercial UAS operations and facilitate scalable UAS use cases. The UAS infrastructure plan includes communication solutions, UAS radars, digital infrastructure, passive tracking of crewed aviation, etc. The plan should also identify the ideal locations that maximize coverage and coincide with suggested routes for UAS.
UAS Sensors	Strategically located UAS radars to track real-time UAS operations. UAS sensor locations should be included in the UAS Infrastructure Plan.
BVLOS Waiver Application	Successful BVLOS application for public or commercial use cases within the jurisdiction.
Designated Routes for UAS Operations	GIS-based identified routes for safe and efficient UAS operations. These routes can be repeatedly used for public and commercial use cases.

Take-off and Landing Zoning Planning	Regulate locations for drone take-offs and landings based on authoritative data sources to mitigate potential conflicts with residential areas and other sensitive land uses.
Regional Initiatives	Taking part in regional UAS initiatives that facilitate access to long-distance showcase operations, funding, introduction to innovative solutions, and data sharing.
Expanding Commercial Use Cases	Increased number of commercial UAS use cases and flights, including delivery, event management, photography, and construction.
Expanding Public Use Cases	Increased number of UAS public use cases and flights, including emergency response, utility management, and mapping.
Drone as A Service (DaaS)	A streamlined process for managing requests for drone services. A centralized solution, allowing various agency departments to benefit from drone capabilities without owning and managing drone operations on their own.
Level 4-6: Validate, Replicate, and Scale	
Levels 4-6 focus on validating, replicating, and scaling UAS operations. As most communities are looking to implement levels 1-3 now, we name only a few contributions to levels 4-6.	Implementing BVLOS flights with advanced communication, radar (crewed aviation surveillance), and control technologies.
	Navigating the regulatory landscape with waivers, exemptions, and tailored permissions. Utilizing high-end drones with safety features like parachutes and advanced sensors.
	Addressing safety concerns such as the probability of a drone crashing or colliding with other airspace users.
	Ensuring pilots have adequate training, logged flight hours, and minimal crash records.
	Successfully scaling BVLOS drone operations across the region.
	Integrated Airspace Management, Public Infrastructure for all, highly autonomous operations.

**CITY OF BELLEVILLE REGULAR CITY COUNCIL MEETING
MINUTES**

Monday, June 17, 2024 - 7:30 pm

1. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

2. ROLL CALL

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

3. PRESENTATIONS & CITIZENS COMMENTS

- a. Water Meter AMI RFP Interviews – Each company was given 5 minutes to provide an overview of their bid; followed by council presentations.
 - i. ETNA Supply
 - ETNA Supply Representative Al Weber gave a presentation on Sensus Meters, which use a tower, giving a 6–9 month installation window.
 - ii. SLC Meter
 - SLC representative Aaron Bennett gave a presentation on Badger Meters, which use a cellular network, giving a 3-6 month installation window.
 - iii. Ferguson Water Works
 - Ferguson Waterworks representative Steve Daniel gave a presentation on Neptune ultrasonic meters, giving a 4-6 month installation window.
- b. Citizen Comments on Non-Agenda Items
 - i. Tim Pranker of 236 Aberdeen expressed concerns about Village Park, including ivy and drainage issues.
 - ii. Teresa Patton of Van Buren Township introduced herself to community members and asked for support as she will be running for 34th District Court Judge.
 - iii. Ray Martin, of the Victoria Commons HOA, thanked city representatives for attending their HOA meeting.

4. APPROVAL OF AGENDA

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

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

Motion Carried.

5. CONSENT AGENDA

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. June 3, 2024 Regular Meeting
- b. Communications
 - i. MMRMA Monthly Acknowledgement
- c. Council Follow-Up List
- d. DPS Activity Report
- e. Special Events
 - i. Redemption Bible Church Outdoor Worship Night

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

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

Motion Carried.

6. PUBLIC HEARING

- a. FY 2024-2025 Budget
 - i. Opened at 8:19 pm by Kissel, supported by Priest. No changes since last meeting, info unchanged.

- ii. Closed at 8:21 pm by Bates, supported by Priest.

7. INTRODUCTION OF ORDINANCES

- a. None

8. GENERAL BUSINESS DISCUSSION

- a. Water Meter AMI Contractor Selection

Motion: Motion to defer by Bates, supported by Kissel to table the decision until the regularly scheduled Council meeting on July 1, 2024.

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

Motion Carried/Tabled.

- b. Resolution # 24-023 – FY 2023-2024 Budget Amendments

MOTION: Motion by by Bates, supported by Kissel to approve budget amendments as presented.

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

Motion Carried.

- c. Charter Amendments Update

- i. Per City Manager Smith, the State has requested that the city scale back the number of amendments to a total of four. The four that they plan to continue with are as follows:
- Ability of City Council to change times of meetings.
 - Eliminate every vote having roll call.
 - Amend contracts for city improvements, except city expenditures.
 - Repeal of the civil service commission.

- d. FIRST READING – Ordinance No 24-005 – Amendment to 3.1.6 of Zoning Code.

- i. The proposed Ordinance # 24-005 which would amend Section 3.1.6 of the city's Zoning Code to include banquet spaces, with a maximum capacity of 50 people, was read for the first time.
- e. Tornado siren quote from Westshore Services
 - i. The city currently has a push button system, which is outdated and not efficient. With the new system, Van Buren Twp would be able to access and sound the siren on our behalf.
 - ii. The DPS yard is being considered as a possible siren site.
- f. Resolution # 24-024 – FY 2024-2025 Budget Adoption.

MOTION: Motion by Kissel, supported by Beebe to approve the FY 2024-25 budget as presented.

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

Motion Carried.

9. ACCOUNTS PAYABLE AND DEPARTMENTAL EXPENDITURES

- a. Accounts Payable
- b. Departmental Expenditures
 - i. BN Heavy Equipment
 - ii. Belle Tire (2)
 - iii. Mr. Muffler
 - iv. Osborne Concrete
 - v. Osborne Trucking
 - vi. Williams Emergency Vehicles & Equipment

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

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

Motion Carried.

10. CITY MANAGER COMMENTS

- a. City Works training will be held on Thursday, and the full rollout will be by July 1, 2024.
- b. The BHS Summer Interns have completed a lot of GIS mapping thus far.
- c. Contract books will start October 1st.
- d. On the July 1st agenda, refuse and recycling will be discussed.
- e. Victoria Commons signs are being put up, which will be bigger and brighter as well as ADA compliant.
- f. The high-pressure cleaner is up & running, along with bathroom repairs for parks systems.
- g. There will be a cooling center in Council Chambers this week, except on the Juneteenth holiday, in which the library will be open to the public as a cooling center.

11. CITY COUNCIL MEMBER COMMENTS

a. Mayor Pro-Tem Bates

- i. Thanked Al, Steve, and Aaron from the water meter companies. Stated that a leak alert system would be great to have with the new water meters.
- ii. Excited about a waste and recycling program in the city and hopes to offer recycling to apartment communities.

b. Council Member Beebe

- i. No comments.

c. Council Member Kissel

- i. Excited about the progress with purging and shredding of archived records that have met their retention requirements.
- ii. Appreciated "Goat Day" and wanted to give a special thank you to Officer Gueli and the DPS Guys for wrangling the goats that were on the loose today, June 17th.

d. Council Member Priest

- i. Thanked the water meter companies for their presentations and thanked the citizens for attending.

12. MAYOR'S COMMENTS

- a. Announced the sale of Goat t-shirts at the Farmer's Market and Music Festival. The shirts will be priced at \$20, and all proceeds will be donated to the Food Closet.
- b. The car show turnout was great, noting that Steve Jones did a great job.
- c. Had a nice time attending the 20th anniversary party at the Senior Co-op.
- d. Wished DPW employee Stephen Adams a happy retirement.
- e. Attended the Wester Council.
- f. Happy about construction date with Harbour Pointe.

13. CITIZENS COMMENTS

- a. **John Juriga**
 - i. Asked if residents can drill their own well in their backyard for water.
- b. **Tara Edwards**
 - i. Stated that the retention pond in Victoria Commons is looking rough and could use some attention.

14. ADJOURNMENT

MOTION: Motion by Bates, supported by Beebe, to adjourn at 8:57 pm.

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

Motion Carried.

Submitted respectfully by Kristy Doe, Police Records Clerk

Ordinance No. 2024-005

AN ORDINANCE TO AMEND SECTION 3.1.6B “B-1 LOCAL BUSINESS DISTRICT”, IN THE CITY OF BELLEVILLE ZONING CODE TO REVISE THE PRINCIPAL PERMITTED USES.

The City of Belleville ordains:

SECTION 3.1.6B in Chapter 106, “Zoning” in the Code of Ordinances of the City of Belleville is hereby amended to read as follows:

B. PRINCIPAL PERMITTED USES

The following uses are permitted subject to the conditions in Section 3.8.

- i. General Retail Uses
- ii. Personal service establishment
- iii. Business support services
- iv. Banks, post offices, and other governmental office buildings
- v. Medical office uses
- vi. Municipal offices
- vii. Professional and administrative office uses
- viii. Restaurants
- ix. Banquet Hall (spaces under 2,500 square feet)
- x. Other uses similar to the above uses, as determined by the Planning Commission
- xi. Accessory structures and uses customarily incident to the above permitted uses

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

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Briana Hootman, Clerk

Kenneth Voigt, Mayor

PROJECTED TIMELINE

Determination of Planning Commission June 13, 2024

Date of First Reading – City Council June 17, 2024

Date of Second Reading July 1, 2024

Date of Adoption July 1, 2024

Effective Date August 1, 2024

COMPANY NAME	YEAR ESTABLISHED	LOCATION	DISTANCE (MI)
Ferguson Water Works	1996	Warren	36.4
SLC Meter	1905	Auburn Hills	50.6
ETNA Supply	1965	Grand Rapids	151
Core and Main	2004	Canton	5.5
EJ Prescott	1955	Lima, OH	127

METER BRAND	INSTALLATION COMPANY	PRICE
NEPTUNE	Ferguson Water Works	\$590,544.13
BADGER	SLC Meter	\$612,683.85
SENSUS	ETNA Supply	\$628,006.00
SONATA	Hyrdocorp	\$736,137.79
KAMSTRUP	Hyrdocorp	\$761,271.00

AMI COLLECTOR TYPE

Fixed Radio

Fixed Cellular

Multi-point Network

Fixed Radio

Fixed Cellular

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into this ____ day of June, 2024, by and between the City of Belleville ("Seller") and Sam Arndt and Leah Stempky, on behalf of an entity to be formed ("Purchaser")

RECITALS

- A. Seller owns the real property located in the City of Belleville, County of Wayne, Michigan, commonly known as 100 Davis Street, Belleville, MI, more fully described in Exhibit A attached hereto (the "Property").
- B. Seller desires to sell the Property to Purchaser and Purchaser is willing to buy the Property in accordance with and subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Purchase and Sale of Property. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property.
2. Effective Date. The effective date of this Agreement ("Effective Date") shall be the date on which the parties have each executed and delivered a fully executed copy of this Agreement to the other party.
3. Purchase Price. The purchase price for the Property payable by Purchaser shall be Fifty Thousand Dollars and 00/100 (\$50,000.00) (the "Purchase Price").
4. Payment of Purchase Price and Conveyance. Purchaser shall pay the Purchase Price, including any adjustments and/or prorations contained herein, to Seller at the consummation of the transaction contemplated hereby (the "Closing") upon execution and delivery of a Warranty Deed to the Property and performance by Seller of the closing obligations specified herein.
5. Inspection Period. Purchaser shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Purchaser determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Purchaser, determined in the absolute discretion of Purchaser, with Purchaser's decision being final and binding upon Seller and Purchaser. Purchaser shall have sixty (60) days from the Effective Date to notify Seller of its termination of this Agreement due to Purchaser's determination that the Property is unsuitable for its intended purpose (the "Inspection Period"). In the event Purchaser elects to terminate this Agreement, Purchaser shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Purchaser provides said notice of termination, neither party shall have any further rights or obligations under this Agreement. In

the event Purchaser does not submit written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled.

It is understood that Purchaser's examination of whether the Property is suitable for its intended purposes includes, but is not limited to, the examination of municipal ordinances, zoning restrictions and the right to make such tests on the Property as may be deemed reasonable by Purchaser including, but not limited to, contractor inspections and environmental site assessments, provided that Purchaser shall be solely responsible to restore the Property and repairing any damage caused thereby in the event Purchaser elects not to consummate the transaction contemplated by this Agreement. Purchaser will not engage in any activity that could result in a mechanics lien being filed against the Property. Purchaser shall indemnify and hold the Seller harmless from and against any and all claims, demands, suits, actions, proceedings, damages, liabilities, losses, costs and expenses, including attorney's fees (collectively "Claims"), made or asserted as a result of the Purchaser's exercise of such right of access and testing. The Purchaser, at its sole cost and expense, shall defend the Seller against such Claims. It is understood and agreed by Seller that Purchaser, or its servants, agents, employees or independent contractors shall have free access to the Property at all reasonable times for the purpose of performing said inspections and tests. It is further understood that within fourteen (14) days after the Effective Date of this Agreement, Seller shall deliver or make available to Purchaser all maps, surveys, soil reports, environmental site assessments, engineering plans, building drawings, plats, appraisals and other materials or agreements describing or relating to the Property (or copies thereof), which are material to the purchase and which are found to be currently in the possession of Seller. In the event this Agreement is terminated without closing, Purchaser shall promptly return to Seller *all* such materials for which Seller have no other copies.

Purchaser acknowledges that, except as otherwise set forth in this Agreement or in any of the Closing documents, Seller has not made, does not make, and specifically negates and disclaims any and all representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, or concerning the Property. Purchaser further acknowledges that having been given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller and agrees to accept the Property and waive all objections or claims against Seller arising from or related to the Property or to any Hazardous Materials on the Property except for a breach of any representations or warranties set forth in this Agreement or any of the Closing documents. Purchaser further acknowledges that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of the information and makes no representations as to the accuracy, truthfulness, or completeness of the information.

6. Survey. Within forty-five (45) days from and after the Effective Date, Purchaser may procure, at its sole cost and expense, a boundary survey ("Survey") of the Property dated not earlier than the date hereof, prepared by a Michigan registered civil engineer or a licensed surveyor, reasonably acceptable to Purchaser and otherwise in a form sufficient

to permit the issuance of a title insurance policy without the standard exception regarding matters of survey. Such Survey shall show the location of all buildings, improvements, fences, easements, roads and rights-of-way, encroachments and encroachments by improvements on the Property onto any easements or adjoining property, if any, water and sewer lines and easements (including roadway, storm water and drainage, utility, water and sewer easements) situated thereon and conform to all current American Land Title Association ("ATLA") minimum standards. At Purchaser's further option, the Survey shall set forth a legal description of the boundaries of the Property by metes and bounds or other appropriate legal description and the recording information for any roads, easements and rights-of-way created by recorded instruments.

7. Title Insurance. Within fifteen (15) days of the Effective Date of this Agreement, Seller, at Seller's sole cost and expense, shall order a commitment for an Owner's ALTA Title Policy without Standard Exceptions (the "Title Commitment") from Midwest Title, LLC ("Title Company") and shall provide the same to Purchaser upon receipt. Purchaser shall notify Seller in writing within thirty (30) days of receipt of the Title Commitment of any concerns that Purchaser may have with such Title Commitment. Notwithstanding the same, Purchaser shall be under no obligation to purchase the Property from Seller unless the Title Company shall deliver to Purchaser at Closing an Owner's ALTA Policy of Title Insurance insuring Purchaser's title to Property.

8. Objections to Title and Survey. In the event the Title Commitment reflects that title to the Property is not vested in Seller or if any of the building and/or use restrictions, easements, or covenants of record (the "Permitted Exceptions") would, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, or if Purchaser has any other objection to title, and Purchaser so notifies Seller in writing of such objection(s) within fifteen (15) days from and after its receipt of the Title Commitment, legible copies of all title exceptions and the Survey. Seller shall attempt to cure any objections Purchaser may have to the title of the Property or any matters disclosed on the Survey, except for mortgages or liens of ascertainable amounts not created by Purchaser, which mortgages or liens Seller shall cause to be released on or before closing. In the event Seller notifies Purchaser that it is not curing any objection raised by Purchaser, Seller shall so notify the Purchaser, and Purchaser shall have fifteen (15) days from receipt of Seller's notification to either (a) waive such unremedied title exception(s), or (b) terminate this Agreement. Purchaser shall have the right to notify the Title Company of any matters affecting title to the Property which have not been disclosed by the Title Commitment.

9. Environmental. Purchaser acknowledges that the Property has had environmental contamination. If, after the due diligence period, Purchaser proceeds with the purchase of the Property, Purchaser shall purchase the Property in "AS-IS" condition and not seek reimbursement from Seller for any environmental remediation/due care plan costs. Upon execution of a purchase agreement, Seller shall provide all documents, reports, lab results in its possession regarding any contamination on the Property.

10. No Assumption of Liabilities. The parties acknowledge that this transaction contemplates only the sale and purchase of the Property and that Seller is not selling a business

to Purchaser nor do the parties intend that Purchaser be deemed a successor of Seller with respect to any liabilities of Seller to any third parties.

11. Closing. The Closing shall take place on or before ten (10) days from and after the expiration of the Inspection Period set forth in Paragraph 5 above on a date and at a time and location agreeable to Purchaser, Seller and Title Company.

At the Closing, Seller shall deliver to Purchaser a Warranty Deed, subject to the Permitted Exceptions, conveying the Property along with the right to make all permitted land divisions of the Property under the Michigan Land Division Act, MCL 560.101 *et seq.* to Purchaser. At Closing, Seller agrees that it will convey the Property to Purchaser by Warranty Deed containing covenants of title satisfactory to Purchaser, which covenants of title shall state that Seller are seized of the Property in fee simple, and that Seller have bargained, sold and conveyed unto Purchaser and its successors and/or assigns title the Property in fee simple, and that Seller will warrant and defend title against the claims of all persons or entities. The Warranty Deed shall provide that title to the Property conveyed at Closing shall be marketable and free and clear of any and all liens, mortgages, deeds of trust, security interests, covenants, conditions, restrictions, non-permitted easements, non-permitted rights-of-way, licenses, encroachments, judgments or encumbrances of any kind except: (i) the lien of real estate taxes not yet due and payable; and (ii) any Permitted Exceptions. Should any liens or encumbrances be recorded against the property, Seller shall pay and/or satisfy any such encumbrances simultaneously with the Closing and transfer the property in the condition required above. In addition, at Closing Seller shall have the responsibility of paying for the title insurance and *all* state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Property. Seller shall pay all broker's fees or real estate sales commissions.

12. Possession. Purchaser shall be entitled to sole and exclusive possession and occupancy of the Property at the time of the Closing.

13. Purchase AS-IS. Subject to the terms, covenants, conditions and provisions of this Agreement, the Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the date of this Agreement and the date of Closing. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the condition or repair of the Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. The parties hereto agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits hereto annexed, which alone fully and completely express their agreement.

14. Lien Affidavit. At the Closing, Seller shall deliver to Purchaser an affidavit, in form acceptable to the Title Company issuing the Title Commitment hereunder, certifying that the Property is free from construction liens for contracts entered into by the Seller.

15. Risk of Loss. In the event of destruction of the Property or any material part thereof prior to the date of Closing, Purchaser shall have the right to consummate the purchase contemplated by this Agreement and receive the proceeds of insurance paid as a result of such destruction, if any, or, at its option, to elect to terminate this Agreement. Such election shall be made by Purchaser by written notice given to Seller, delivered within fifteen (15) days of notice of destruction.

In the event that any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within fifteen (15) days after the date of taking. If Purchaser does not elect to terminate this Agreement, the Purchase Price shall be prorated to an amount mutually acceptable to the Seller and Purchaser. If the Seller and Purchaser are unable to agree upon a mutually acceptable price, this Agreement shall be terminated.

16. Default. In the event of a default the parties may seek damages for its breach.

17. Seller's Representations and Warranties. Seller represents, warrants and covenants with Purchaser the following as of the date hereof, to the Seller's present actual knowledge, without any requirement for any further or special inquiry to be made by Seller, which representations, warranties and covenants shall survive the Closing, and upon each of which Purchaser does and shall continue to rely:

a. Seller has the full right and authority to execute this Agreement and to consummate the transaction contemplated by this Agreement.

b. Seller, as of the date of execution of this Agreement, own the Property in fee simple and have marketable and good title of public record and in fact.

c. Seller has no knowledge and have received no notice of condemnation or eminent domain proceedings with respect to all or any portion of the Property or any interest in the Property.

d. Seller has no knowledge that any lawsuits, actions, or proceedings relating to the Property have been instituted or threatened. Seller will defend, indemnify and otherwise hold Purchaser harmless from any and all claims of any person, including any and all costs, expenses, and attorneys' fees which Purchaser may incur as a result of Seller's breach of its warranty hereunder. Seller will promptly, upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.

e. To the best of Seller's knowledge, neither all nor part of the Property is leased to or occupied by any person for a period to extend beyond the date of Closing.

f. No option to purchase or lease all or part of the Property has been

granted by Seller. No person other than Purchaser has the right to purchase any interest in the Property from Seller.

g. Seller shall not lease all or part of the Property to any person, and Seller shall not permit any person to take occupancy of all or any part of the Property during the term of this Agreement, except for easements of record.

h. Seller knows of no violation of any governmental orders, regulations, statutes or ordinances dealing with the construction, operation, health, safety and/or maintenance of same. Seller shall inform Purchaser of any violation of any such governmental order, regulation, statute, or ordinances that they become aware of prior to closing.

i. Seller has not contracted for any services or employment and have made no commitment or obligation therefore which will bind Purchaser as successor in interest with respect to the Property.

18. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller that Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite actions necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been or by Closing will have been taken.

19. Taxes, Prorations, Expenses.

a. All property taxes due and payable on or before the date of Closing shall be paid by the Seller, including delinquent real estate taxes. Current taxes shall be prorated and adjusted as of the date of closing in accordance with the due date of the municipality or taxing unit(s) in which the Property is located. Purchaser acknowledges that Property taxes are subject to change. Taxes are treated as paid in advance. Seller shall be responsible for the payment of all assessment installments due and payable up to the date of closing and Purchaser shall be responsible for the payment of all installments of any assessments due and payable after the date of closing.

b. All transfer taxes and documentary stamps imposed on or in connection with this transaction and any recording fees to discharge any mortgage or liens on the Property not created by Purchaser, shall be paid by Seller.

c. All recording fees and costs and costs and fees incurred by Purchaser in obtaining a mortgage shall be paid by Purchaser.

20. Closing Instruments. Seller and Purchaser shall each pay one-half of the Title Company fees for preparing and/or delivering to Purchaser, at Closing, the following documents (copies of same shall be delivered by Seller to Purchaser no later than one (1) day prior to the Closing):

a. A fully executed Warranty Deed conveying title to the Property to

Purchaser in the condition required by this Agreement and as may be required by the Title Company to vest in Purchaser full ownership rights in and to the Property.

- b. Copies of all current real estate tax bills.
- c. A Real Estate Transfer Tax Valuation Affidavit.
- d. Any affidavit or other document required under the Tax Reform Act of 1986 and Internal Revenue Code Section 1445 (non-foreign person affidavit).
- e. An affidavit from the Seller in a form acceptable to the Title Company certifying that the Property is free from construction liens for contracts entered into by the Seller.

Seller and Purchaser shall execute, acknowledge and deliver such other or additional documents or instruments as may be reasonably necessary or requested by either party or the Title Company in order to more effectively complete the transaction contemplated by this Agreement and to otherwise carry out the intended purposes of this Agreement. Seller and Purchaser shall each pay one half of the Title Company closing and escrow fees.

21. Brokers. Seller and Purchaser represent and warrant to each other, which representation and warranty shall survive Closing, that there are no claims or amounts due for any brokerage or sales commission or fee or for any finder's fee in connection with this Agreement or the transaction underlying it.

22. Headings. The headings, captions, and numbering system are inserted as a matter of convenience only and cannot be considered in interpreting this Agreement.

23. Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such finding will not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

24. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original. Facsimile copies shall constitute an original.

25. Waiver. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

26. Cumulative Remedies. The rights, privileges and remedies granted by Seller to Purchaser hereunder shall be deemed to be cumulative and may be exercised by Purchaser at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Purchaser shall have the right to choose to enforce any or all such rights, privileges or remedies.

27. Final Walk-Through Prior to Closing. Purchaser reserves the right to walk through the Property within forty-eight (48) hours prior to Closing to determine whether the terms of this Agreement have been met.

28. Entire Agreement: Waiver and Modification. This Agreement constitutes the entire agreement between Seller and Purchaser as to the sale of the Property; there are no other oral or written conditions or agreements between Seller and Purchaser regarding the Property. Any modifications to this Agreement must be in writing and signed by all parties.

29. Notices and Delivery of Documents. Any notice permitted or required under this Agreement shall be in writing. Any such notice and any delivery of document pursuant to this Agreement shall be by hand-delivering the same or mailing it postage prepaid, by certified mail, return receipt requested, to the party to receive it at the party's address as given on page one (1) of this Agreement or as changed by prior written notice to the party sending the notice or document. If the notice or document is mailed, the date of the postmark on the return receipt shall be deemed the date of notice.

30. Gender. In this Agreement, the word "it" shall include the words "his," "hers," "their," and "theirs" and the singular shall include the plural.

31. Successors and Assigns. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

32. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Michigan.

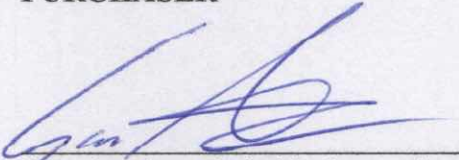
33. Time of Essence. Time shall be of the essence of this Agreement.

34. Binding Effect. This Agreement is binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

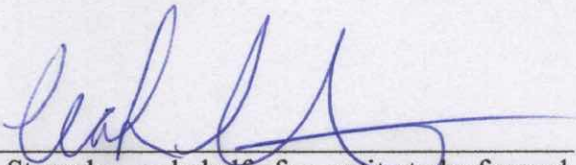
PURCHASER

SELLER: City of Belleville



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

By: Jason Smith
Its: City Manager
Date:



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

EXHIBIT A

Land situated in the City of Belleville, County of Wayne, State of Michigan more fully described as:

Lots 44 and 45 of Davis's Addition to the Village of Belleville, Town 3 South, Range 8 East, recorded in Liber 18, Page 59 of Plats, Wayne County Records and Lot 39 of Assessor's Belleville Plat No. 3 of part of Sections 21 and 28, Town 3 South, Range 8 East, Village of Belleville, Wayne County, Michigan as recorded in Liber 67, Page 66 of Plats, Wayne County Records.

Commonly known as: 100 Davis Street
Parcel Number: 31-109-01-0044-000

RESOLUTION TO PROPOSE FOUR AMENDMENTS
TO THE BELLEVILLE CITY CHARTER

City of Belleville

At a regular meeting of the City Council for the City of Belleville, Michigan, held in the City Hall on the 1st day of July 2024, at 7:00 PM, Eastern Time.

Present Members:

Absent Members:

Motion by Councilmember _____, seconded by Councilmember _____ to adopt the following resolution:

RECITALS

WHEREAS MCL 117.21 provides that a legislative body may propose an amendment to its Charter by 3/5 vote of the members elect; and

WHEREAS MCL 117.21 states that “form in which a proposed charter amendment or question shall appear on the ballot, unless provided for in the initiatory petition, shall be determined by resolution of the legislative body,” and

WHEREAS the City has determined to revise and repeal certain Charter provisions in an effort to create efficiencies in the administration and delivery of City services; and

WHEREAS notice of this Council meeting was given in the manner prescribed by the Open Meetings Act, Act No. 267, Public Acts of Michigan 1976, as amended; and

WHEREAS Chapter 5, Section 5.3, titled “Regular meetings” states as follows:

Section 5.3. Regular meetings.

Regular meetings of the Council shall be held at least twice in each calendar month at 7:30 o'clock in the evening at the usual place of holding meetings of the Council. If a regular meeting day is a holiday, then such regular meeting shall be held on such other day as may be set by the Council; and .

WHEREAS, Chapter 5, Section 5.7, titled “Rules” states as follows:

Section 5.7. Rules.

The Council shall determine its own rules and order of business and shall keep a journal

of all of its proceedings in the English language which shall be signed by the Mayor and the Clerk. On all votes, the yea and nay vote of each member shall be recorded by roll call and published in the regular proceedings. Except where the vote is unanimous, it shall only be necessary to so state; and

WHEREAS, Chapter 15, Section 15.8, titled “Purchase procedure” states as follows:

Section 15.8. Purchase procedure.

In all purchases in excess of Five Hundred (\$500.00) Dollars and not in excess of Five Thousand (\$5,000.00) Dollars, the purchase shall be first approved by Council. In all purchases in excess of Five Thousand (\$5000.00) Dollars the purchase shall be approved by the Council after formal sealed bids have been obtained. No purchase shall be divided for the purpose of circumventing the dollar value limitation contained in this Section. Purchases shall be made from the lowest competent bidder meeting specifications. All bids shall be publicly opened at a regular City Council meeting or at a s Special City Council meeting called for that purpose. All purchases in excess of One Hundred (\$100.00) Dollars shall be evidenced by written contract or purchase order. The Council may, by ordinance, establish detailed purchasing and contract procedures not inconsistent with this Charter. The Council shall have the right to reject all bids received and advertise again for bids; and

WHEREAS Chapter 16 titled “Civil Service” states as follows:

Section 16.1. Creation.

CHAPTER XVI. CIVIL SERVICE

Section 16.1. Creation.

There is hereby created a system of Civil Service in the City applicable to all employees of said City except as otherwise provided in this Chapter.

Section 16.2. Purpose.

The purpose of the Chapter is to establish a civil service system based on merit principles and scientific methods; to afford all interested persons a fair and equal opportunity for public service; to establish conditions of service which will attract employees of character and capacity; and to increase the efficiency of the City departments by the improvement of methods of personnel administration.

Section 16.3. Organization, eligibility, terms, appointments, vacancies, compensation, removal of Commissioners.

The Civil Service Commission shall consist of three members appointed by the Mayor for staggered terms of office of six (6) years, commencing on the first of June.

The members of the Commission shall be persons in sympathy with the application of merit principles [principles] to public employment and shall be residents of the City. No member of the Commission shall hold any other elected or appointive office of the city, nor be employed by the City in any capacity, nor be a member of any local, state or national committee of a political party, or an officer or member of a committee in any partisan political club or organization or be a candidate for any elective office. The members of the

Commission shall receive for their services such compensation as shall be determined by the Council. Vacancies shall be filled by the Mayor for the unexpired terms. Two members of the Commission shall constitute a quorum for the conducting of the business of the Commission. The Mayor may remove a Commissioner, but only after serving such Commissioner with a statement in writing of the reasons for such removal and allowing such Commissioner to be publicly heard in his defense. The Commission shall annually elect a chairman from its members.

Section 16.4. Meetings.

The Board shall meet at regular times, specified by its rules or upon call by the City Manager, the Chairman, or any two of its members. All meetings of the Board shall be held at the City Hall or such other place as the Council shall provide.

Section 16.5. Powers and duties of the Commission.

In order to carry out and make effective the purpose of and intent of the provisions of this charter in establishing a Civil Service and Merit Program the Civil Service Commission shall:

- 1. Establish and administer a Position-Classification Plan, an examination program, a schedule of compensation, and rules and regulations governing the terms and conditions of employment and service.*
- 2. Establish and administer rules and regulations governing residence requirements, probation periods, service records, seniority, hours of service, work week, vacations, leaves, time off, promotions, demotions, suspensions, removals, reinstatements, resignations and layoffs.*
- 3. Make such rules and regulations, not in-consistent with this charter, as it deems necessary and advisable for the administration of the Civil Service Program.*
- 4. Investigate and enforce by itself or otherwise the provisions of this section of the charter. The Commission, or its authorized representative, shall have the power to administer oaths, subpoenas, and compel attendance of witnesses and the production of records in connection with any matter properly before it.*
- 5. Make annual or special reports of its activities to the Mayor and Council and make reports on any matter requested by the Mayor or Council.*

Section 16.6. Approval of payrolls by Commission.

All approvals or vouches for personal service shall be approved by the Commission, or its authorized representative before payment shall be made.

Section 16.7. The unclassified and classified services.

The Civil Service of the City shall be divided into the Unclassified and Classified Services. The Unclassified service shall specifically include and exempt from the provision of this Chapter the following:

- 1. Officers elected by popular vote and persons appointed to fill vacancies in such elective offices.*
- 2. A deputy or assistant in each of the elective offices, who in the case of a vacancy in the elective office or inability of such elective officer to perform his duties, would be entitled to perform the duties of the office until the vacancy is filled or the inability removed.*
- 3. City Manager*
- 4. City Attorney and City Engineer, unless employed full time.*
- 5. Members of appointive boards and commissions.*
- 6. Persons employed in a professional or scientific capacity to make temporary and special investigations.*

7. Persons serving emergency or temporary appointments, not to exceed ninety (90) days. The Classified Service shall comprise all other positions in the City.

Section 16.8. Approval by the Council of Commission actions.

Actions of the Civil Service Commission in establishing a Classification of Positions Plan or a compensation plan, shall be approved by the Council before any of such plans may become effective. When any of such plans have been once approved, amendments thereto shall not become effective until approved by both the Civil Service Commission and the Council.

Section 16.9. Veterans preference.

The Commission may establish fair and equitable rules, not consistent with the provisions of law, for the granting of preference points to veterans on examination for entrance into the service.

Section 16.10. Certification of eligibles.

When certifications are made by the Commission from eligible lists to fill vacancies in the service, the names of the three persons standing highest on the list shall be certified, except in cases of promotion from within the service in which cases only the name standing highest on the eligible list shall be certified, and the appointing authority shall forthwith appoint one of the persons so certified.

Section 16.11. Filling of vacancies by promotion.

Normally, vacancies shall be filled by promotion. An appointing authority may, for the good of the service, elect to fill a vacancy by appointing a person from the open competitive list rather than from a promotional eligible list.

Section 16.12. Removal procedures and appeals.

Any person in the Classified Civil Service may be removed, suspended, or demoted by the appointing authority for cause, as shall be established by the Civil Service Commission, by an order in writing stating specifically the reasons therefor. A copy of such order shall be filed with the Commission. Such employee may, within ten (10) days after presentation of such order to him, appeal from such order to the Civil Service Commission. The Commission shall, within two (2) weeks from the filing of such appeal, commence the hearing thereon, and shall thereupon fully hear and determine the matter and either affirm, modify, or revoke such order, [and] the appellant shall be entitled to appear personally, produce evidence, have counsel, and a public hearing. The findings and decision of the Commission shall be certified to the official from whose order the appeal is taken and shall forthwith be enforced and followed by him.

Section 16.13. Political activities.

The rights of the City employees, appointed officials and members of the Boards and Commissions to engage in political activities shall be the same as for public employees under the general laws of this State.

State law reference- Political activities by public employees, MCL 15.401 et seq., MSA 4.1702(1) et seq.

Section 16.14. Discrimination prohibited.

No person in the Classified Civil Service or seeking admission thereto shall be appointed, removed, promoted, demoted or in any way favored or discriminated against because of

his political, racial or religious opinions or affiliations.

Section 16.15. Necessary appropriations and office space.

The Council shall provide the necessary appropriations to carry out this section of the charter, and shall provide the Commission with suitable offices, examination rooms and staff as may be required to suit the public convenience and the work of the Commission.

Section 16.16. Personnel Director and Secretary of the Commission.

The City Manager shall act as Personnel Director and Secretary of the Commission and shall perform such duties and responsibilities as shall be determined by the Commission.

Section 16.17. Contractual powers.

The Commission with the approval of the Council may contract with other Civil Service Commissions, organizations, or persons to provide necessary technical services for the administration of the Civil Service Program; and.

WHEREAS the City Council has determined to propose the following amendments to the above referenced provisions of the Belleville City Charter by four (4) proposals to the City electors.

NOW THEREFORE BE IT RESOLVED that the members-elect of the legislative body of the City of Belleville propose that the following amendments to Chapter 5 in the City Charter shall appear on the ballot at the next regular election:

Section 5.3. Regular meetings.

Regular meetings of the Council shall be scheduled at least twice in each calendar month at the usual place of holding meetings of the Council during the first regular meeting in December for the next calendar year. The Mayor may cancel a scheduled meeting if no agenda items are presented for Council business.

Section 5.7. Rules.

The Council shall determine its own rules and order of business and shall keep a journal of all of its proceedings in the English language which shall be signed by the Mayor and the Clerk. Votes related to expenditure of City funds shall be taken by roll call. On all other votes, the yea and nay vote of each member shall be made by voice or roll call and published in the regular proceedings, except where the vote is unanimous, it shall only be necessary to so state.

BE IT FURTHER RESOLVED that all other sections in Chapter 5, excluding sections 5.3 and 5.7, shall remain in full force and effect; and,

NOW THEREFORE BE IT RESOLVED that the members-elect of the legislative body of the City of Belleville propose that the following amendments to Chapter 15 of the City Charter shall appear on the ballot at the next regular election:

Section 15.8. Procurement procedure.

The City Council shall approve a procurement policy by resolution for all purchases and all contracts for goods and services. No purchase or contract for service shall be divided for the purpose of circumventing the dollar value limitation contained in the established policy. Purchases and contracts for goods or services may be made from a sole source, preferred vendor, or from the lowest and most competent bidder meeting policy specifications. All competitive bids shall be publicly opened at a meeting called and publicly noticed for that

purpose. All purchases in excess of One Hundred (\$100.00) Dollars shall be evidenced by written receipt, invoice, contract or purchase order. The Council may, by resolution, modify detailed purchasing and contract policy and procedures not inconsistent with this Charter. The Council shall have the right to reject all bids received and advertise again for bids.

BE IT FURTHER RESOLVED that all other sections in Chapter 15, excluding section 15.8, shall remain in full force and effect; and,

BE IT FURTHER RESOLVED that the members-elect of the legislative body of the City of Belleville propose that the following amendment to Chapter 16 the City Charter shall appear on the ballot at the next regular election:

Chapter 16. REPEALED

BE IT FURTHER RESOLVED that said Charter Propositions 1-4 shall be submitted to the voters for approval shall be as follows:

PROPOSAL 1:

A proposed amendment to Section 5.3 (Regular Meetings) of the City of Belleville City Charter

Currently, Section 5.3 of the City Charter requires that meetings of the City Council are held two times each month at 7:30 p.m. The proposed amendment requires City Council to set an annual schedule for its regular meetings by no later than the first meeting in December of the prior calendar year and allows the Mayor to cancel a meeting in the event a meeting has no scheduled agenda items.

Should this proposed amendment be adopted?

☐ Yes

☐ No

PROPOSAL 2:

A proposed amendment to Section 5.7 (Rules) of the City of Belleville City Charter

Currently, Section 5.7 of the City Charter requires a roll call vote for all matters acted on by the Council. The proposed amendment to Section 5.7 provides that a voice or roll call vote may be taken and recorded in the meeting minutes, except that votes related to the expenditure of City funds must be taken and recorded by roll call vote.

Should this proposed amendment be adopted?

☐ Yes

☐ No

PROPOSAL 3:

A proposed amendment to Section 15.8 (Purchase Procedure) of the City of Belleville City Charter

Currently, Section 15.8 of the City Charter requires that city purchases of more than \$500 require Council approval and that purchases of \$5000 or more require a formal bidding process. The proposed amendment would: 1) delete the section's requirements for Council approval of purchases of more than \$500 and a formal bidding process for purchases of \$5000 or more, 2) require the Council to approve a policy by resolution that details purchasing and contracting procedures, price thresholds, and sources, and 3) change this section's title from Purchase Procedure to Procurement Procedure.

Should this proposed amendment be adopted?

☐ Yes

☐ No

PROPOSAL 4:

A proposed amendment to delete Chapter 16 (Civil Service) of the City of Belleville City Charter

Currently, Chapter 16 of the City Charter provides for a Civil Service structure and creation of a Civil Service Commission responsible for personnel administration. The proposed amendment deletes the Chapter in its entirety so that the City Manager is responsible for personnel administration.

Should this proposed amendment be adopted?

☐ Yes

☐ No

BE IT FURTHER RESOLVED that the city clerk shall transmit a copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendments and a copy of this resolution to the Attorney General of the State of Michigan for approval of proposed ballot language for the proposed amendments, as required by law.

BE IT FURTHER RESOLVED that said Charter Amendments be submitted to the electors of the City of Belleville for a vote of approval at the election to be held on November 5, 2024; and,

BE IT FURTHER RESOLVED that the Clerk of the City of Belleville is hereby authorized and directed to cause the notice of submission of said Charter Amendment propositions to be posted and published as a part of the notice of said election in the manner required by law.

At a Council meeting held on July 1, 2024, and after discussion, the following roll call vote was taken:

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTENTIONS: _____

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Belleville, Wayne County, Michigan, on July 1, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 1st day of July 2024.

Briana Hootman, City Clerk/Treasurer
City of Belleville

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



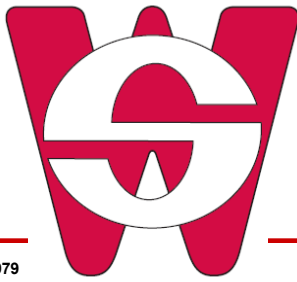
To: Belleville City Council
From: Jason Smith, MPA – City Manager
Date: 6/27/2024
Re: Tornado Siren

RECOMMENDATION: *Approve the purchase of a Federal Signal siren from Westshore Services at a cost of \$27,900.*

When the roof at City Hall was repaired, the wiring for the tornado siren was damaged. While we were able to repair the siren, it did signal some glaring weaknesses with our system. The siren itself is a cold-war era relic that is operated manually, meaning someone must be on-site to set it off. In instances where seconds count, such as severe weather, this is a woefully inefficient system.

Westshore Services is the lone servicer of Federal Signal sirens in the state of Michigan and has installed sirens in Sumpter and Van Buren Townships. The system quoted for us is like those that have been installed around the tri-community area. The new signal would be an electro-mechanical rotating signal with battery backup and radio relay, meaning that VBT dispatch would be able to set it off with the other signals around the area; thus, eliminating the need for an officer to rush back to the station to manually trigger the alert.

Your consideration and concurrence are appreciated.



Est. 1979

West Shore Services, Inc.

Jeff DuPilka - President

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

June 13, 2024

City of Belleville
Attn: City Manager Jason Smith MPA
6 Main St.
Belleville, MI 48111

RE: Federal Signal 2001 Equinox AC/DC, Two-Way Outdoor Warning Siren

Dear Jason,

On behalf of West Shore Services (WSS), I would like to thank you for the opportunity to provide a proposal for the purchase and installation of a Federal Signal Outdoor Warning Siren.

Proposal

West Shore highly recommends a Federal Signal model 2001 Equinox AC/DC, two-way, warning siren including installation on a 50' class II wood pole, and all necessary materials for installation.



The 2001 Equinox siren will be equipped with a two-way digital status monitoring system, which would allow the siren to be activated and monitored by Van Buren Township Dispatch. This unit is equipped with battery backup which will allow the unit to operate in the event that normal AC power to the site is interrupted. Product cut sheets attached.

The pricing listed is a price and includes our standard installation techniques, aluminum conduit between the control cabinets and siren head, and extensive grounding of all components including installation of two ground rods.

WSS turnkey price to furnish, deliver, and install a complete 2001 Equinox siren is \$27,900.00.

This price includes installation on a 50ft class 2 pole with a electrical service for overhead or underground electrical hookup to an existing power source. We have included a \$50.00 allowance for electrical permits. Any fees in excess of \$50.00 will be invoiced as an extra charge item.

Power Requirements

The power requirements for the Federal Signal 2001 Equinox AC/DC are single phase 120/240-volt AC. If the unit is operating from AC power, the draw will be approximately 30 amps. During the rest of the time when the unit is not operating it will require 4-6 amps max to run the battery chargers and radio.

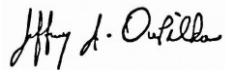
Removal of Existing Siren

We will remove the existing siren and control equipment, as long as it is within reach of our equipment we have on site. Our line truck boom length is approximately 65ft.

If you have any questions or need any additional information, please feel free to contact me personally. I can be reached at the office at (616) 895-4347 ext. 112 or on my cell phone at (616) 291-0769.

We appreciate the opportunity to work with the City of Bellview.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey D. DuPilka".

Jeffrey DuPilka
President

JD/rl

EMPLOYMENT AGREEMENT

THIS IS AN AGREEMENT, made and entered into this 1st day of July 2024, by and between the City of Belleville, State of Michigan, a municipal corporation, hereinafter called the "City" and Briana Hootman, hereinafter called "Clerk/Treasurer," both of whom understand and agree as follows:

WITNESSETH

WHEREAS, the City desires to employ the services of Briana Hootman as the Clerk and Treasurer, as provided by the City Charter of the City of Belleville; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and set the working conditions of said Clerk/Treasurer;

WHEREAS, Briana Hootman desires to be employed as the Clerk/Treasurer of said City.

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

AGREEMENT

DUTIES

1. City shall employ Briana Hootman as the Clerk/Treasurer of the City of Belleville, Michigan, to perform those functions and duties which are required by law as set forth in the City of Belleville City Charter and/or to perform other legally permissible and proper duties as the Mayor and City Council shall prescribe from time to time.

TERM

2. The contract begins on or about July 1, 2024, and continues as the Clerk/Treasurer in the exclusive employ of the City of Bellville unless termination is affected as hereinafter provided.
3. Nothing in the agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Clerk/Treasurer at any time. The relationship between the City and the Clerk/Treasurer is "at-will" and may be terminated by either party with or without cause at any time.
4. Nothing in the agreement shall prevent, limit, or otherwise interfere with the right of the Clerk/Treasurer to resign at any time.

COMPENSATION AND BENEFITS

5. The City shall pay the Clerk/Treasurer for her services, payable in installments at the same time as other employees of the City are paid. The rate of pay shall be \$75,000 per year/\$36.058 per hour. Her rate of pay shall be adjusted on an annual basis upon the finding of a satisfactory performance review by the City Manager. The Clerk/Treasurer is a salary exempt position for overtime.
6. The Clerk/Treasurer shall continue to be eligible to participate in the MERS retirement program afforded to members of the GELC collective bargaining agreement. The Clerk/Treasurer will be provided health insurance benefits equal to those of the members of the GELC bargaining unit as outlined as an exhibit to the agreement.

LEAVES

8. The Clerk/Treasurer shall be provided with annual paid leave time on the same schedule as members of the GELC collective bargaining agreement and shall retain any paid leave time already accrued.

OTHER

9. City shall budget and pay for travel and subsistence expenses of Clerk/Treasurer for professional and official travel, meetings, and other functions.
10. The City and the Clerk/Treasurer acknowledge that this is a civil service position. Removal: from this position shall be done in accordance with the City of Belleville Civil Service Rules and Regulations.

TERMINATION

11. If a dispute arises concerning the agreement or Employee's employment with the Employer in any way, shape or form including, but not limited to, all statutory, administrative, discrimination, contract, or any other potential, judicial or other claims, such dispute can be resolved only through binding arbitration pursuant to the terms of the arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the Employer may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's commercial arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the Employer and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer and Employee. The parties further agree that they will comply with the

terms of the arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction may be entered upon the award if the arbitrator does not exceed their authority or jurisdiction. Ther arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.

12. The text herein constitutes the entire agreement between the parties.
13. Ther agreement may only be amended by written agreement signed by the Mayor, upon resolution of the Council, and Clerk/Treasurer.
14. Ther agreement shall be binding upon, and insure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.
15. If any provisions, or any portion thereof, contained in the agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the agreement, or portion thereof, shall be deemed several, and shall not be affected, and shall remain in full force and effect.
16. Ther agreement shall become effective as of the date of its execution.

EXECUTED THE 1st DAY OF JULY, 2024

Briana Hootman

Kenneth Voigt, Mayor

APPROVED AS TO FORM:

Jason Smith, City Manager

ACCOUNTS PAYABLE EXPENDITURES
COUNCIL MEETING ON
JULY 1 2024

DATE	AMOUNT	DESCRIPTION	G. TOTAL
7/1/2024	\$28,372.23	EFT	\$28,372.23
7/1/2024	\$33,331.42	CHECKS	\$33,331.42

GRAND TOTAL

\$ 61,703.65

BANK CODE: CHA2 - CHASE NEW ACCOUNT - CHECK TYPE: PAPER CHECK

Check Number	Vendor Code	Bank Account	Amount	Check Date	Vendor Address	Vendor Name	Check Type
Bank Account: CHA2 CHASE NEW ACCOUNT							
Check Date: 6/27/2024 12:00:00 AM CHA2							
7505	4588	CHA2	130.00	06/27/2024	PORTABLE TOILETS & SEPTIC SERVICE	A-PARKWAY SERVICES, INC.	Paper Check
7506	4593	CHA2	170.75	06/27/2024	1114 W CENTRAL AVE	ACCUSHRED, LLC	Paper Check
7507	4598	CHA2	655.00	06/27/2024	ACUITY, A MUTUAL INSURANCE COMPANY	ACUITY, A MUTUAL INSURANCE COMPANY	Paper Check
7508	0817	CHA2	448.00	06/27/2024	152 MAIN STE 9	BELLEVILLE AREA INDEPENDENT	Paper Check
7509	4600	CHA2	779.00	06/27/2024	161 E GRAND RIVER AVE	CITY OF WILLIAMSTON	Paper Check
7510	4304	CHA2	555.00	06/27/2024	PO BOX 28330	CORE & MAIN LP	Paper Check
7511	0059	CHA2	245.00	06/27/2024	334 E MICHIGAN AVE	CRAWFORD DOOR SALES & SERVICE	Paper Check
7512	0076	CHA2	1,210.22	06/27/2024	P O BOX 740786	DTE ENERGY	Paper Check
7514	4599	CHA2	2,250.00	06/27/2024	P.O. BOX 1378	HAROLD J. LOVE, PLLC	Paper Check
7515	4369	CHA2	395.64	06/27/2024	36541 EVANS ST	HOOTMAN BRIANA	Paper Check
7516	1134	CHA2	2,733.33	06/27/2024	1100 N MAIN ST	HURON RIVER WATERSHED COUNCIL	Paper Check
7517	2739	CHA2	101.55	06/27/2024	DEPT 77576	MICHIGAN CAT	Paper Check
7518	4527	CHA2	272.00	06/27/2024	PO BOX 219320	MISSION SQUARE	Paper Check
7519	4601	CHA2	3,400.00	06/27/2024	PO BOX 1114	MONROE COUNTY FIREFIGHTER'S ASSOCIATION	Paper Check
7520	4040	CHA2	80.00	06/27/2024	20271 WAHRMAN	MOWBRAY, DENNIS	Paper Check
7521	0403	CHA2	188.68	06/27/2024	1136 SUMPTER RD	NAPA AUTO PARTS	Paper Check
7522	3013	CHA2	396.00	06/27/2024	P O BOX 5106	OCCUPATIONAL HEALTH CENTERS OF MI	Paper Check
7523	3013	CHA2	217.00	06/27/2024	P O BOX 5106	OCCUPATIONAL HEALTH CENTERS OF MI	Paper Check
7524	2642	CHA2	409.96	06/27/2024	5755 BELLEVILLE RD	PRIORITY ONE EMERGENCY	Paper Check
7525	2447	CHA2	5,239.00	06/27/2024	751 DOHENY DR	R & R FIRE TRUCK REPAIR INC	Paper Check
7526	REFUND BLD	CHA2	108.00	06/27/2024	4952 DEWITT RD	SMOLYANOV HOME IMPROVEMENT	Paper Check
7527	4602	CHA2	237.18	06/27/2024	641 SAINT MARYS DRIVE	STEWART, TIMOTHY M	Paper Check
7528	0711	CHA2	412.21	06/27/2024	19500 SUMPTER RD	SUMPTER ACE HARDWARE	Paper Check
7529	4586	CHA2	4,075.50	06/27/2024	2825 UNIVERSITY DR	THE KELLY FIRM	Paper Check
7530	3213	CHA2	206.18	06/27/2024	P O BOX 15062	VERIZON WIRELESS	Paper Check
7531	3156	CHA2	520.00	06/27/2024	28425 ECORSE RD	WATT, JOSEPH	Paper Check
7532	3816	CHA2	2,502.03	06/27/2024	38110 EXECUTIVE DR	WCA ASSESSING	Paper Check
7533	4594	CHA2	435.00	06/27/2024	24880 FAIRVIEW DR	GEESE CHASERS OF SE MICHIGAN	Paper Check
Total Check Date 06/27/2024:			28,372.23				
Total Bank Account CHA2:			28,372.23				
Report Total:			28,372.23				

CHECK DATE 06/27/2024 - 06/27/2024

BANK CODE: CHA2 - CHASE NEW ACCOUNT - CHECK TYPE: EFT

Check Number	Vendor Code	Bank Account	Amount	Check Date	Vendor Address	Vendor Name	Check Type
Bank Account: CHA2 CHASE NEW ACCOUNT							
Check Date: 6/27/2024 12:00:00 AM CHA2							
546	1231	CHA2	25,205.30	06/27/2024	P O BOX 33608	BLUE CARE NETWORK	EFT Transfer
550	2545	CHA2	565.37	06/27/2024	P O BOX 4089	COMCAST	EFT Transfer
551	0496	CHA2	1,291.88	06/27/2024	P O BOX 77202	PRINCIPAL LIFE	EFT Transfer
554	4571	CHA2	3,641.50	06/27/2024	PO BOX 746804	VC3, INC	EFT Transfer
556	3102	CHA2	2,627.37	06/27/2024	P O BOX 6293	WEX BANK	EFT Transfer
Total Check Date 06/27/2024:			33,331.42				
Total Bank Account CHA2:			33,331.42				
Report Total:			33,331.42				

**CITY OF BELLEVILLE
RESOLUTION NO. 24-026**

RESOLUTION TO APPROVE DEPARTMENTAL EXPENDITURES

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

WHEREAS, City Council approves accounts payable.

NOW THEREFORE, BE IT RESOLVED that the Council of Belleville hereby approves accounts payable in the amount of **\$61,703.65** and the following departmental purchases in excess of \$500:

Vendor	Department	Amount	Description
City of Williamston	Police	\$779.00	Outer Carry Ballistic Vest for Officer Pearl
Core and Main	DPS	\$555.00	Sewer Cover Replacement Rings
Harold J. Love & Associates	Police	\$1,500.00	Psych Evaluation – Officers Brooks and Pearl
Harold J. Love & Associates	Police	\$750.00	Psych Evaluation – Officer Boudreau
Monroe County Firefighters Association	Fire	\$3,400.00	2024 Association and Chief Dues, and Firefighter Training
R&R Fire Truck Repair, Inc.	Fire		Fire Truck Lettering

MOTION:	SECOND:

AYES:	NAYS:	ABSENT:	VOTE:

Briana Hootman
Clerk/Treasurer

Kenneth R. Voigt
Mayor

Date Given to Accounts Payable: 6/20/24

City of Belleville
EXPENDITURE IN EXCESS OF \$500.00

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

Vendor City of Williamston Amount \$779.00
101-301-987.000

PART 1

- ☐ This request is for Council approval prior to purchase
- ☐ This purchase was previously approved by Council by Res. No. _____
- ☐ This purchase is part of a bid approved by Council by Res. No. _____
- ☒ This purchase was specifically budgeted: per budget page 101-301-987.000
Equipment
- ☐ This purchase was for an emergency (explain below or attach explanation).
- ☒ Other (explain below or attach explanation)

Equipment Purchase of Outer Carry Ballistic Vest for New Hire Officer M. Pearl

PART 2

This purchase was based on the following competitive price quotes:

This purchase is not based on competitive price quotes because:

NOT APPLICABLE or _____



ACCOUNT 101-301-987.000
DATE 6/30/2024
APPROVED [Signature]

INVOICE

City of Williamston

161 E. Grand River Avenue
Williamston, MI 48895
Phone, 517-655-2774; Fax, 517-655-2797

6062-24

June 10, 2024

TO: Belleville Police Department
6 Main Street
Belleville, MI 48111
Attention: Kristy Doe

DATE	DESCRIPTION	COUNT	TOTAL
6/10/2024	Armor Express Vortex Threat Level II Concealable Ballistic Vest	1	
	Armor Express Traverse Carrier w/ Horizontal Zipper Chest Pockets - 1' MOLLE attachment	1	
	Armor Express Base Pouch Handcuff Single Covered Pouch	1	\$779.00
	<u>SOLD AS IS</u>		

Balance Due

\$779.00

Make all checks payable to **City of Williamston**
Or pay via credit card or cash

Questions on this invoice, contact:
Jeff Weiss, 517-655-4222

s/forms.invoice

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: *CORE + MAIN*

Amount: \$ *555.00*

Purpose: *SEWER COVER REPLACEMENT RINGS*

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: Preferred contractor the city has used in the past for similar needs.



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # **V043784**
Invoice Date **6/12/24**
Account # **168689**
Sales Rep **ANGELA CAPONI**
Phone # **734-398-5950**
Branch # **263** **Canton, MI**
Total Amount Due **\$555.00**

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

246 1 MB 0.571 E0231X I0344 D12957064461 S2 P10337413 0001:0001



CITY OF BELLEVILLE 263
6 MAIN ST
BELLEVILLE MI 48111-2736

Shipped to:
370 E COLUMBIA
ANTHONY 734-754-1787
BELLEVILLE, MI

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
6/07/24	6/11/24					PRO MOVERS	V043784

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
78GR2604C	CARL GRADE RING 26"X4"	2	2		105.00000	EA	210.00
78GR2606C	CARL GRADE RING 26"X6"	1	1		165.00000	EA	165.00
78GR2603C	CARL GRADE RING 26"X3"	2	2		90.00000	EA	180.00

Online
ADVANTAGE™

- Manage billing online
- Reprint invoices
- Retrieve proof of deliveries

Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight Delivery Handling Restock Misc.

Subtotal: **555.00**
Other: **0.00**
Tax: **0.00**
Invoice Total: **\$555.00**

Terms: NET 30
Ordered By:

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

Date Given to Accounts Payable: 4/20/24

City of Belleville
EXPENDITURE IN EXCESS OF \$500.00

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

Vendor Harold J. Love & Associates Amount \$1500.00
101-301-809.000

PART 1

- ☐ This request is for Council approval prior to purchase
- ☐ This purchase was previously approved by Council by Res. No. _____
- ☐ This purchase is part of a bid approved by Council by Res. No. _____
- ☒ This purchase was specifically budgeted: per budget page 101-301-809.000
Contracted Services/Psy
Evals
- ☐ This purchase was for an emergency (explain below or attach explanation).
- ☐ Other (explain below or attach explanation)

PART 2

This purchase was based on the following competitive price quotes:

This purchase is not based on competitive price quotes because:

NOT APPLICABLE or _____



HAROLD J. LOVE & ASSOCIATES
PSYCHOLOGICAL SERVICES FOR
PUBLIC SAFETY PROFESSIONALS

INVOICE

BILL TO

Chief Kristin Faull
Belleville Police Department
6 Main St.
Belleville, MI 48111

ACCOUNT101-301-809.000**DATE**6/20/2024**APPROVED****INVOICE #** 1906**DATE** 06/18/2024**DUE DATE** 07/18/2024**TERMS** Net 30

DATE	ACTIVITY	QTY	RATE	AMOUNT	
05/14/2024	Services:Pre-employment Psychological evaluation Charles Brooks Belleville-005	1	750.00	750.00	✓
06/05/2024	Services:Pre-employment Psychological evaluation Michael Pearl Belleville=006	1	750.00	750.00	✓

.....
Please remit payment to:

BALANCE DUE

\$1,500.00

Harold J. Love, PLLC
PO Box 1378
Clarkston, MI 48347-1378

F.E.I.N.: (Tax ID) 47-2571528

REMIT TO:
P.O. BOX 1378
CLARKSTON, MI 48347-1378
Main / Fax: 248-599-7522
www.haroldlove.com

Date Given to Accounts Payable:

6/20/04

City of Belleville
EXPENDITURE IN EXCESS OF \$500.00

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

Vendor Harold J. Love & Associates Amount \$750.00
101-301-809.000

PART 1

- ☐ This request is for Council approval prior to purchase
- ☐ This purchase was previously approved by Council by Res. No. _____
- ☐ This purchase is part of a bid approved by Council by Res. No. _____
- ☒ This purchase was specifically budgeted: per budget page 101-301-809.000
Contracted Services/Psy
Eval
- ☐ This purchase was for an emergency (explain below or attach explanation).
- ☐ Other (explain below or attach explanation)

PART 2

This purchase was based on the following competitive price quotes:

This purchase is not based on competitive price quotes because:

NOT APPLICABLE or _____



HAROLD J. LOVE & ASSOCIATES
PSYCHOLOGICAL SERVICES FOR
PUBLIC SAFETY PROFESSIONALS

INVOICE

BILL TO

Chief Kristin Faull
Belleville Police Department
6 Main St.
Belleville, MI 48111

ACCOUNT

101-301-809.00

DATE

6/20/2024

APPROVED

[Signature]

INVOICE # 1831

DATE 03/04/2024

DUE DATE 04/03/2024

TERMS Net 30

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/01/2024	Services:Pre-employment Psychological evaluation Marc Bourdeau Belleville-004	1	750.00	750.00 ✓

Please remit payment to:

BALANCE DUE

\$750.00

Harold J. Love, PLLC
PO Box 1378
Clarkston, MI 48347-1378

F.E.I.N.: (Tax ID) 47-2571528

REMIT TO:
P.O. BOX 1378
CLARKSTON, MI 48347-1378
Main / Fax: 248-599-7522
www.haroldlove.com

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: MONROE COUNTY
FIREFIGHTER'S ASSOCIATION Amount: \$3,400.00
Purpose: FF. TRAINING

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:
ONLY CLASS AVAILABLE AT THE TIME.

TRAINING
101-336-960.009

[Signature]



Monroe County Firefighter's
Association
P.O Box 1114
Monroe, MI. 48161
734-625-5390

Invoice

Number Assoc.Dues-32

Date 12/13/2023

Bill To

Chief Brian
Belleville Fire Dept.
25 Second St.
Belleville, Mi., 48111
US

Ship To

Chief Brian
Belleville Fire Dept.
25 Second St.
Belleville, Mi., 48111
US

PO Number	Terms	Customer #	Service Rep	Project
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30 Days

Description	Quantity/Hours	Price/Rate	Amount
2024 Association and Chief Dues		\$400.00	\$400.00



MAILED



PAST DUE
JUN 10 2024

DEC 29 2023

Amount Paid	\$0.00
Amount Due	\$400.00

Discount	\$0.00
Shipping Cost	\$0.00
Sub Total	\$400.00

Total	\$400.00
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Monroe County Firefighter's
Association
P.O Box 1114
Monroe, MI. 48161
734-625-5390

Invoice

Number **FFI&II-110**
Date **12/13/2023**

Bill To
Chief Brian
Belleville Fire Dept.
25 Second St.
Belleville, MI., 48111
US

Ship To
Chief Brian
Belleville Fire Dept.
25 Second St.
Belleville, MI., 48111
US

PO Number	Terms	Customer #	Service Rep	Project
	30 Days			

Description	Quantity/Hours	Price/Rate	Amount
FF I&II 2023-2024	2.00	\$1,500.00	\$3,000.00
		\$0.00	\$0.00

K. LaBombarbe, A.
Landskroener

 **PAST DUE**
JUN 10 2024

 **-MAILED**
DEC 29 2023
DEC 29 2023

Amount Paid	\$0.00	Discount	\$0.00
Amount Due	\$3,000.00	Shipping Cost	\$0.00
		Sub Total	\$3,000.00
		Total	\$3,000.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00

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: *R&R FIRE TRUCK REPAIR INC* Amount: *\$5,239.00*

Purpose: *FIRE TRUCK LETTERING ETC.*

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:

*MONEY WAS STILL IN CAPITAL
FOR FIRE TRUCK FROM GRANT.*

R&R Fire Truck Repair

751 Doheny Drive
 Northville, MI 48167
 shop@rrfiretruck.com
 (248) 344-4443



Invoice: 67921

Date: 3/29/2024

Bill To

Belleville City Fire Department
 6 Main Street
 Belleville, MI 48111
 P: 734-697-9323 F: 734-697-6837

Ship To

Belleville City Fire
 Department
 6 Main Street
 Belleville, MI 48111

Remit Payment To

R&R Fire Truck
 Repair, Inc.
 751 Doheny Drive
 Northville, MI 48167

PAST DUE



Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
2712	Net 30	4/28/2024			Rosselle, Ricke	E-451

Item	Description	Quantity	Rate	Amount
Complaint: Move Arrow Stick Controller down and mount radio in it's position				
Cause: It's What The Customer Wants				
(Inspection)				
Labor	Correction: Electrical System / Radio / Move arrow stick control head as requested - Completed: 1/5/2024	3.00000	\$150.00	\$450.00
Parts	30 AMP Fuse Holder - 782-2023	1.00000	\$3.12	\$3.12
Subtotal				\$453.12

Complaint: Add name plate on both sides of fire body

Cause: Addition to truck

(Inspection)

Labor	Correction: Body / Body Panel / Position and mount name plate on both sides of truck. Measure and drill holes in sign and truck. Remove signs and setup signs in shop to paint Sand and clean back sides and apply epoxy primer Force dry Reposition signs to paint front side. Clean scuff and clean face of signs Apply epoxy to face Force dry, Denib and block sand Apply red top coat Apply clear coat. Denib, cut and polish clear coat. Move signs in front of parts to go out for stickers. Drilled out paint in mounting holes on sign, tapped holes on truck 10-24, Installed signs with plastic washers on both sides of each sign. DONE, - Completed: 2/23/2024	22.58000	\$150.00	\$3,387.00
Parts	Straight Line Lettering - Straight Line Lettering	1.00000	\$583.35	\$583.35
Parts	993747 Red - FBCH/QT	1.00000	\$187.05	\$187.05
Parts	12x120 Alum - 5052-H32 48 x 120	2.00000	\$214.24	\$428.48
Subtotal				\$4,585.88

Complaint: cut access hole in front bumper compartment lid for hose.

Item	Description	Quantity	Rate	Amount
Cause: Customer request				
(Inspection)				
Labor	Correction: Cab / Gravel Shield / Layout a 2"x4" rectangle on lid of bumper compartment, remove lid and drill corners with broach bit and connect with sawzall. Finish edges with file. Reinstall lid. - Completed: 3/29/2024	1.00000	\$150.00	\$150.00
Subtotal				\$150.00

Unit: E-451 VIN: 4S9BCEUA4RB559087
 2024 Spartan Fire, Llc METROSTAR
 Complete Unit: 2,907 Miles
 Engine: 87 Hours
 Fire Pump: 0 Hours
 Foam System: 0 Hours
 Generator: 0 Hours

Labor	\$3,987.00
Parts	\$1,202.00
Shop Supplies	\$50.00
Pre-Charge Subtotal	\$5,239.00
Exempt (0% of \$1,252.00)	\$0.00
Total	\$5,239.00
Payments & Credits	\$0.00
Balance Due	\$5,239.00

Lead Tech: Jason Rosselle

Technician Certificate ID: N166

Signature:

Any warranties on the parts and accessories sold hereby are made by the manufacturer. You understand and agree that we make no warranties of any kind unless expressed in writing. You hereby authorize us to perform the repair work herein set forth and to purchase the necessary material and parts to perform such repair work. You agree that we are not responsible for loss or damage to your vehicle or articles left in your vehicle in case of fire, theft, or any other cause beyond our control or for any delays caused by unavailability of parts or delays in part shipments by the supplier or transporter. In addition, you agree that we are not responsible for damages to your vehicle from freezing due to lack of antifreeze. You hereby grant our employees permission to operate your vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspection. You acknowledge and agree that an express mechanic's lien on your vehicle is granted to secure payment of this invoice for the repair work detailed in this invoice.