

EASTPOINTE CITY COUNCIL REGULAR MEETING WILL BE HELD VIA ZOOM

The meeting will be conducted virtually, pursuant to Senate Bill 1246, that allows public bodies to conduct virtual meetings through March 31, 2021.

To join the City Council Regular Meeting scheduled for **February 16, 2021 at 7:00 p.m.**, please click the following link:

<https://zoom.us/join> Meeting ID: 414 456 0744

<https://zoom.us/j/4144560744>

To access the meeting by phone, dial +1 312 626 6799.

A user may have to download the Zoom app to their device to log into the meeting.

Monique Owens, Mayor

Contact: mayorowens@eastpointecity.org

Harvey Curley, Councilman

Contact: hcurley@eastpointecity.org

Cardi DeMonaco, Councilman

Contact: cdeмонaco@eastpointecity.org

Sarah Lucido, Councilwoman

Contact: slucido@eastpointecity.org

Sylvia Moore, Councilwoman

Contact: smoore@eastpointecity.org

Persons with disabilities that are unable to participate via Zoom, please contact the City Manager's Office for assistance at (586)204-3032.



Eastpointe City Council

Regular Meeting

AGENDA

February 16, 2021

Convening at 7:00 PM

**Submitted by
The City Manager**

VIA ZOOM DUE TO GOVERNOR'S EMERGENCY DECLARATION

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CITY MANAGER MEMORANDUM

February 16, 2021

Honorable Mayor and Council

City of Eastpointe

Subject: Background Information and Reports

This booklet provides a summary of the many reports, communications and recommendations that accompany your agenda. Also included are suggested or requested resolutions and/or ordinances for your consideration and possible adoption.

Supporting materials transmitted with this Agenda have been prepared by Department Directors and my Executive Assistant. I recognize them for their efforts to provide insight and professional advice for your consideration.

As always, we are happy to provide such added information as your deliberations may require.



**VIA ZOOM DUE TO GOVERNOR'S EMERGENCY
DECLARATION**

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EASTPOINTE CITY COUNCIL

REGULAR MEETING

TUESDAY, FEBRUARY 16, 2021

AGENDA

7:00 PM

Invocation

Pledge Of Allegiance

I. ROLL CALL

II. APPROVAL OF AGENDA

PRESENTATION

- A. 8 1/2 Mile Relief In-System Storage Project (Candice Miller, Macomb County Public Works Commissioner)**

IV. HEARING OF THE PUBLIC

V. APPROVAL OF MINUTES

- A. Regular Meeting Minutes - February 2, 2021**

VI. SCHEDULED HEARINGS

VII. UNFINISHED BUSINESS

- A. Second Reading and Adoption - Ordinance No. 21-1209 - Amend Chapter 2, Administration, Article V, Boards and Commissions, of the City of Eastpointe Code of Ordinances**

VIII. REPORTS FROM ADMINISTRATION

- A. City Manager Report - Elke Doom**
- B. Finance Director Report - Randy Blum**
- C. City Attorney Report - Richard Albright**

IX. NEW BUSINESS

- A. Approval of Submission of the Almond Street Reconstruction Project to the Macomb County Community Development Block Grant Program for the 2021 'Bricks and Mortar' Program**
- B. Allocation of the City's 2021 Public Service Funds to Non-Profit Groups.**
- C. Reappointment of Planning Commission Members**
- D. Discussion and Possible Motion on Exterior Lighting Ordinance, Section 50-162.**
- E. Approval of Managed Assigned Counsel Coordinator Contract**

X. PAYROLLS AND BILLS

- A. Payrolls and Bills**

XI. HEARING OF THE PUBLIC

XII. MAYOR AND/OR COUNCIL REPORTS

XIII. ADJOURNMENT

The Eastpointe City Council has adopted the Sturgis Standard Code of Parliamentary Procedure as its rules in conducting its meetings. All persons attending a City Council meeting shall have a reasonable opportunity to be heard during the two hearings of the public (one hearing of the public during special meetings) on any matter within Council's jurisdiction. A person shall not speak unless recognized by the Mayor. A person who has been recognized to speak shall come to the podium, state their name and address for the record, and shall direct their comments to the Council as a body, not to an individual member of Council or the public. The speaker shall not speak for more than three minutes. A wireless microphone is available to those speakers who cannot walk or stand so that they can address the Council from their seat when recognized to do so. When the Mayor determines that there are no other members of the public wishing to speak during a hearing of the public, the Mayor will close the hearing, after which time only the City Council may engage in discussion on matters coming before the Council without interruption from the public. The Chief of Police or his designee shall attend any regular or special meeting of Council to enforce the preservation of order when requested to do so. State law prohibits a person from disrupting a public meeting, and a person may be removed from a meeting for a breach of the peace committed at the meeting (Michigan Open Meetings Act).

The City of Eastpointe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon 5 days' prior notice. Individuals with disabilities requiring auxiliary aids or services should contact the City Manager by writing to Eastpointe City Manager, 23200 Gratlot Avenue, Eastpointe, MI 48021; or by calling the City Manager's office at (586) 445-3661 ext. 2206.

MACOMB COUNTY PUBLIC WORKS OFFICE



CANDICE S. MILLER

MACOMB COUNTY PUBLIC WORKS COMMISSIONER

8 1/2 Mile Relief In-System Storage Project

Presented on: February 16, 2021

In-System Storage

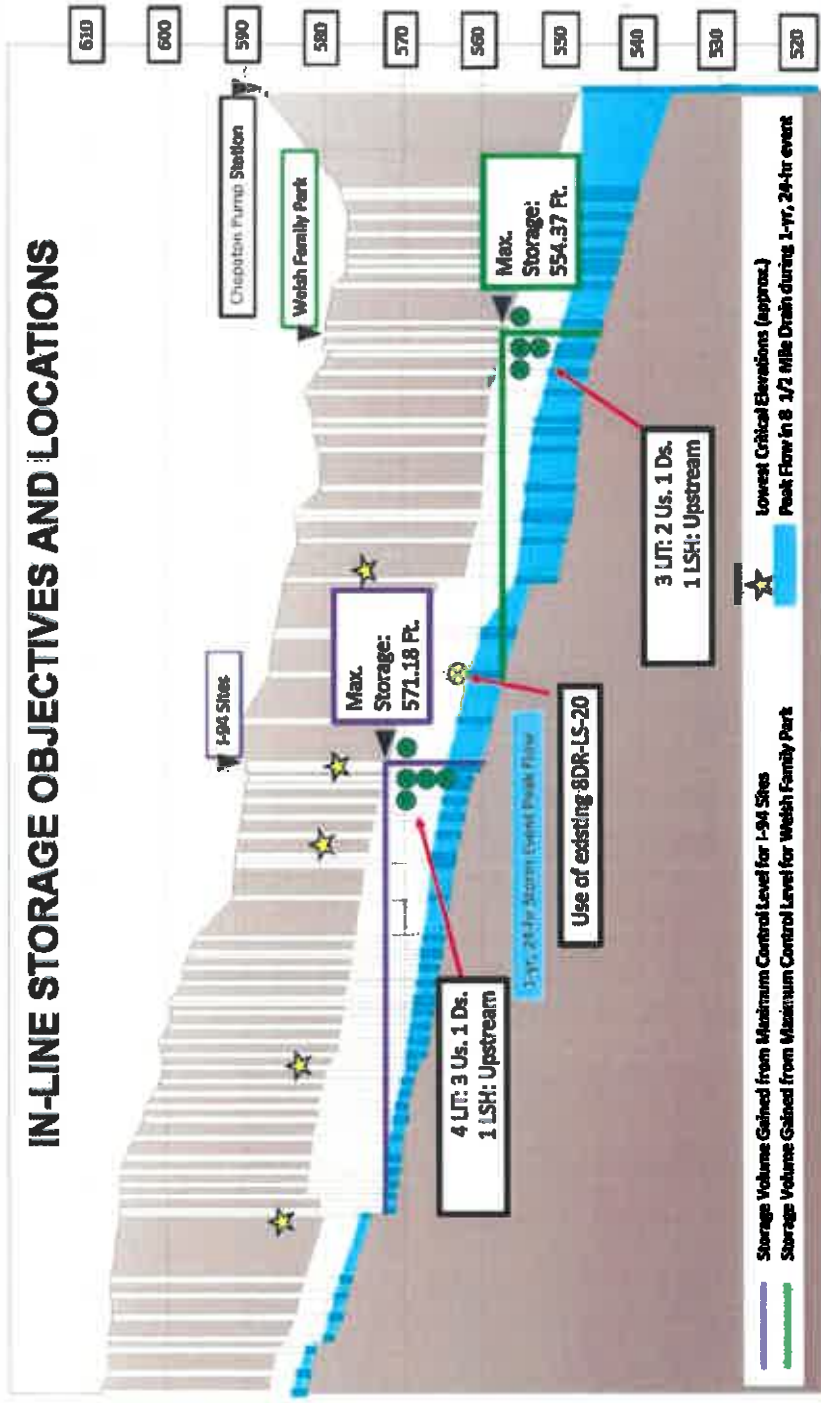
Candice S. Miller

Macomb County Public Works Commissioner



In-System Storage:

- Goal to utilize existing infrastructure storage capacity
- Approximately 7 Million Gallons of storage.



Proposed Locations

Candice S. Miller

Macomb County Public Works Commissioner



1. Welsh Family Park
2. Beaconsfield & Oak

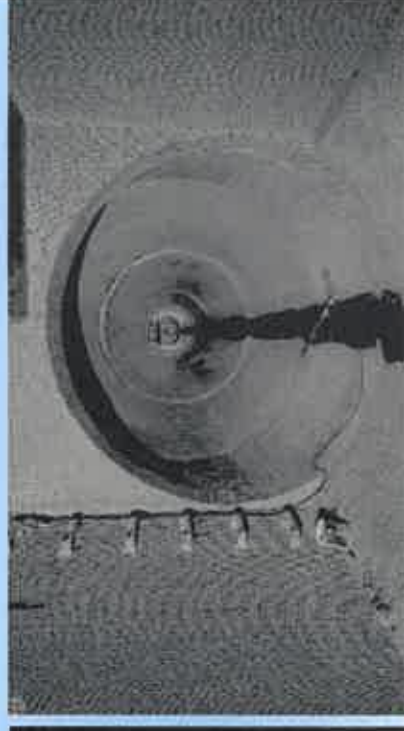
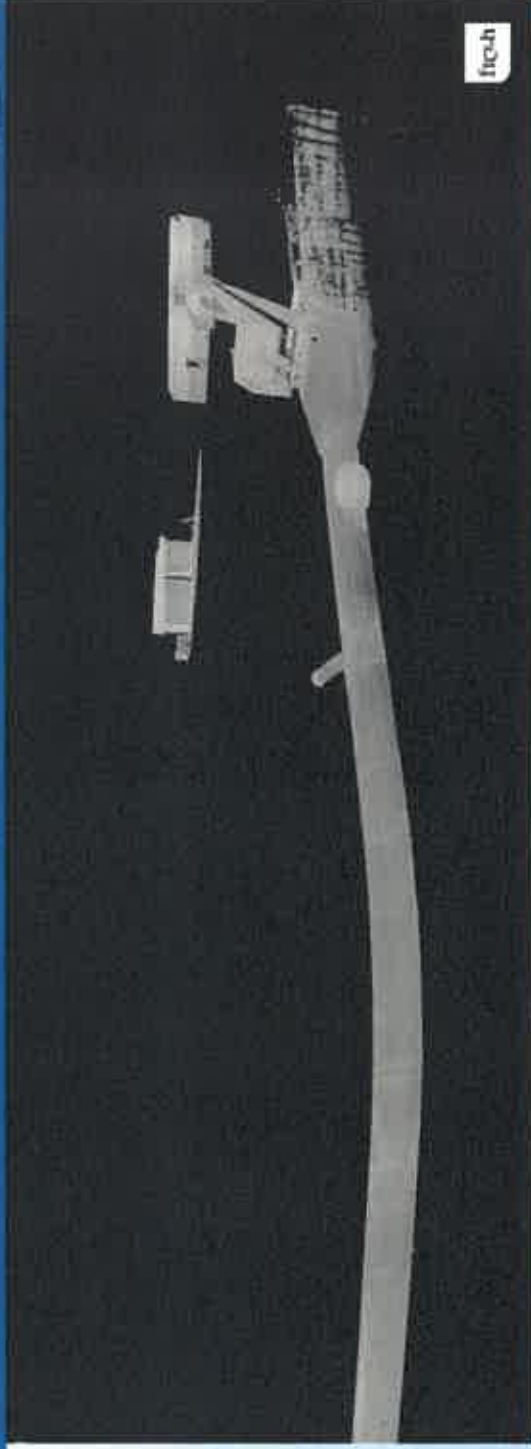


8 1/2 Mile Tunnel 3D Scan



Candice S. Miller
Macomb County Public Works Commissioner

1. 3D Scan Performed on 4.2 Miles of Tunnel
2. Pinpoint Accuracy of Tunnel Depth & Alignment
3. Tunnel Visual Inspection

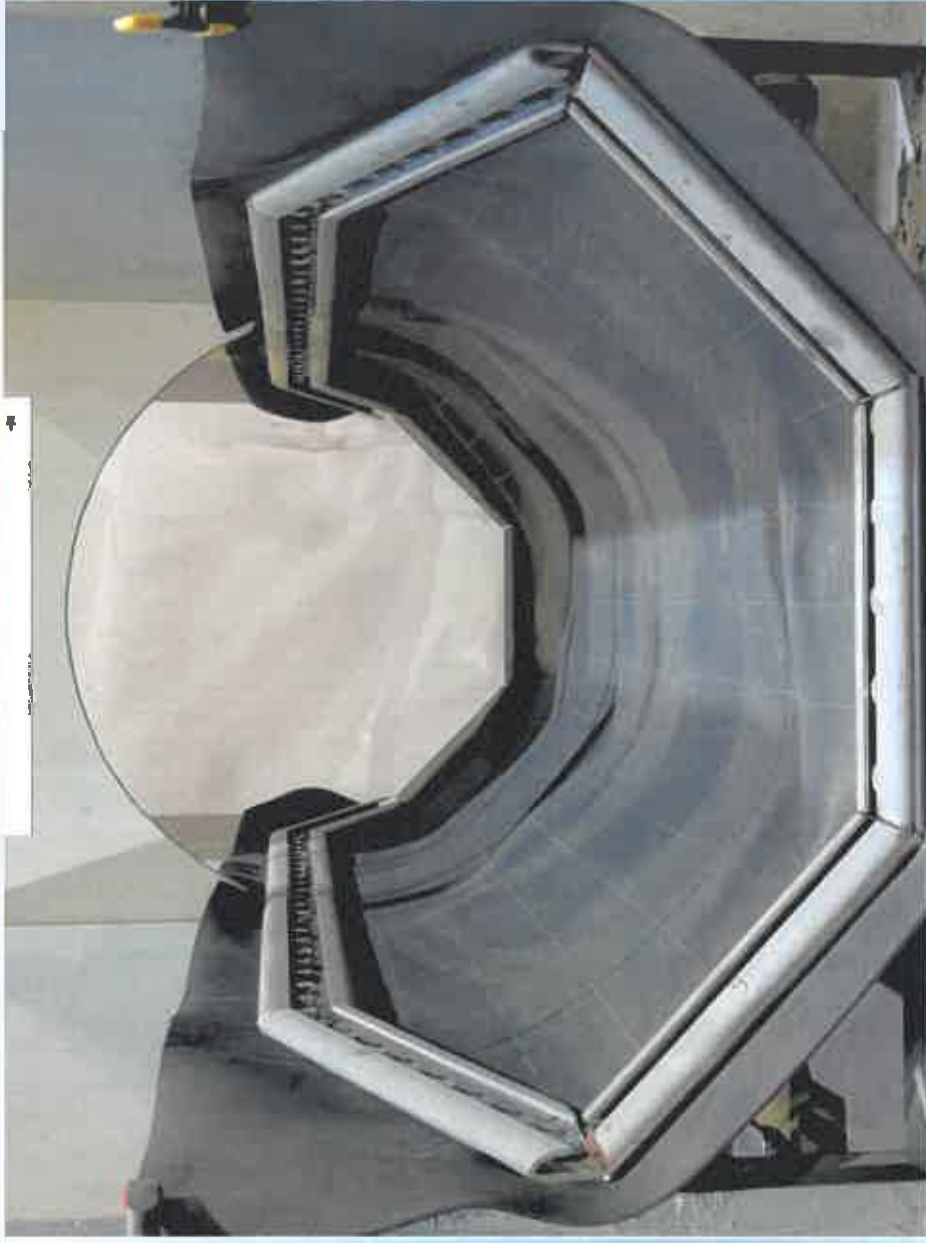


Technology Selected



Candice S. Miller
Macomb County Public Works Commissioner

- Inflatable Rubber Dam
 - Safest option out of those reviewed.
 - Significantly lower headloss



Inflatable Dam Example



Candice S. Miller
Macomb County Public Works Commissioner



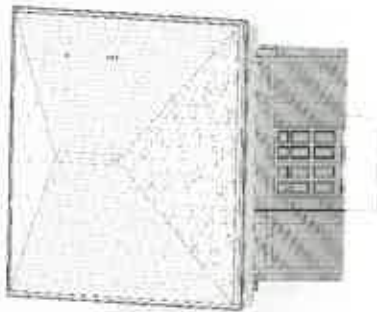


**Macomb 8 1/2 Mile Drain:
In-System Storage Devices**

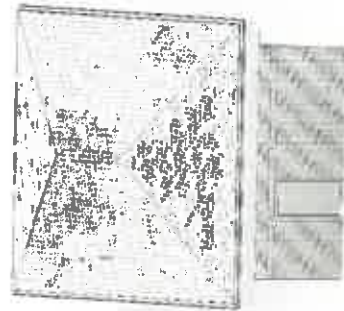
Beaconsfield

Candice S. Miller

Macomb County Public Works Commissioner



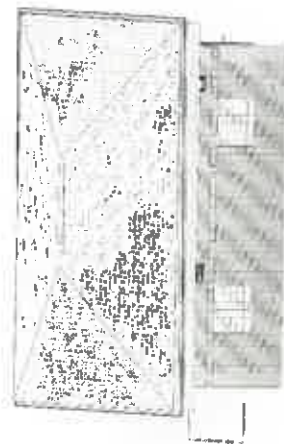
1 ARCHITECTURE 1



2 ARCHITECTURE 2



3 ARCHITECTURE 4



4 ARCHITECTURE 2



Beaconsfield



Candice S. Miller
Macomb County Public Works Commissioner



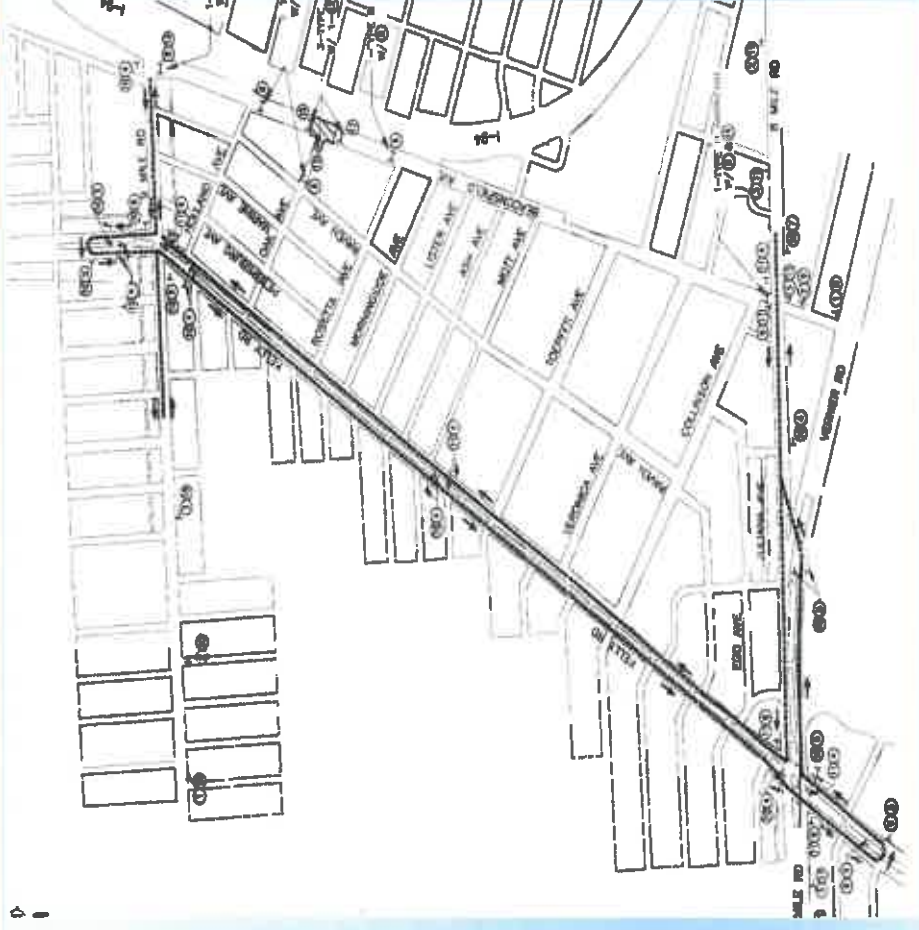
Traffic Control

Candice S. Miller

Macomb County Public Works Commissioner



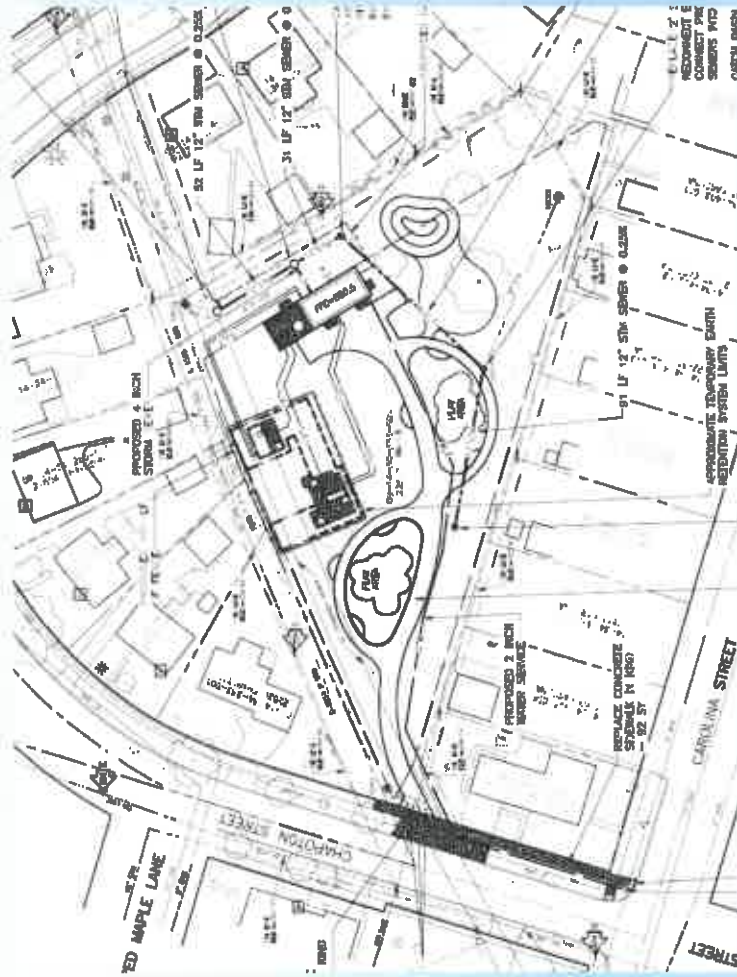
- Beaconsfield will be open to local traffic only.
- Main detour will utilize Kelly Rd.





Candice S. Miller
Macomb County Public Works Commissioner

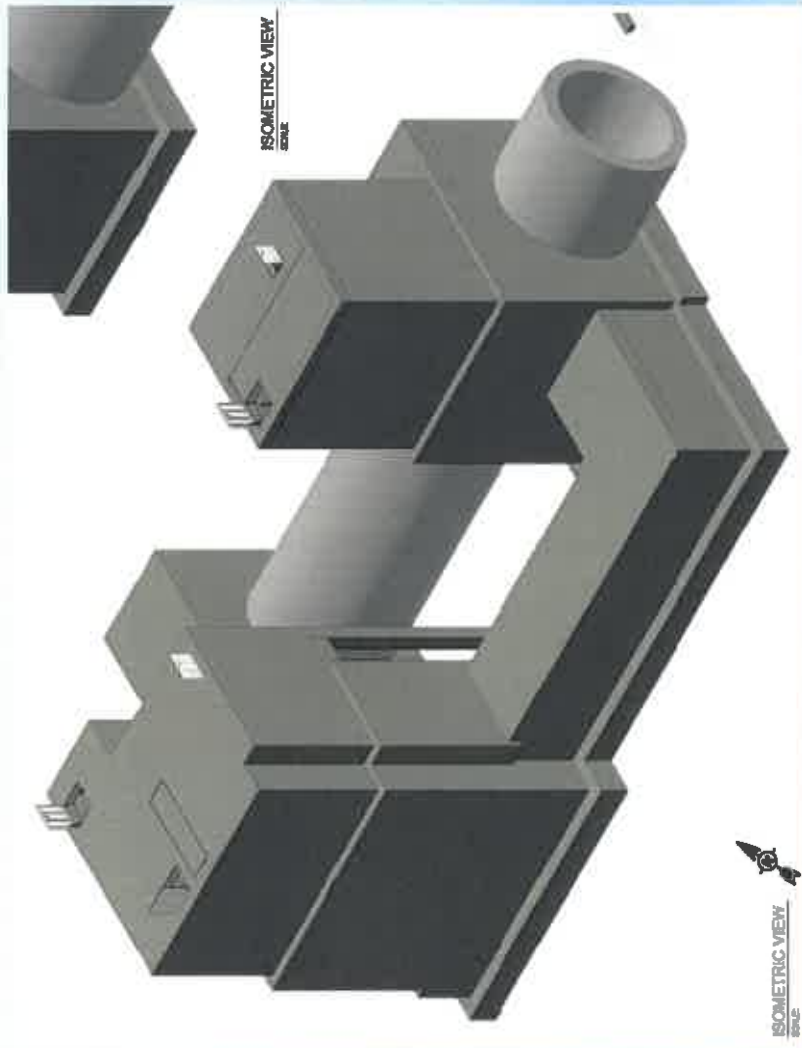
Welsh Family Park



Welsh Family Park

Candice S. Miller

Macomb County Public Works Commissioner



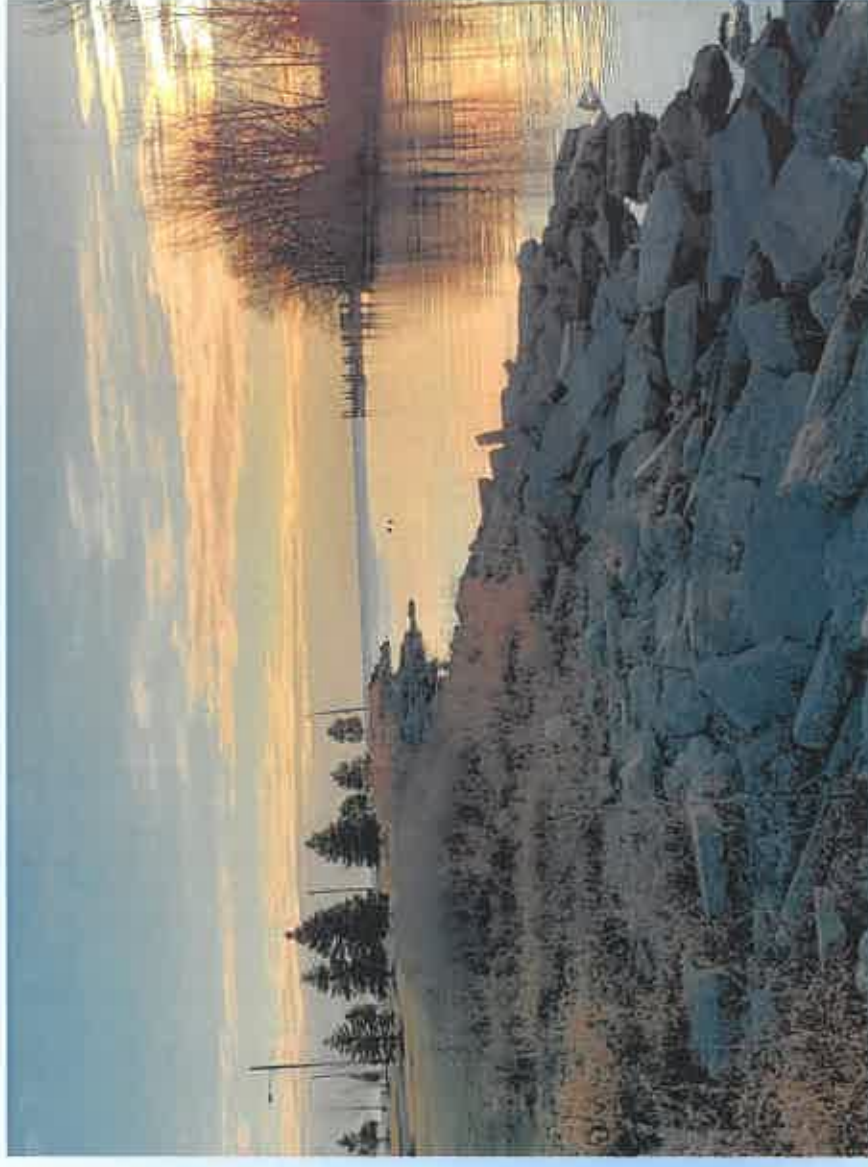
Next Steps

Candice S. Miller

Macomb County Public Works Commissioner



- Finalize design by March 2021
- Finalize scale model testing by September 2021
- Advertise for bids by October 2021
- Construction estimated to take 24 months (Beaconsfield 12-14 months)



Projected Project Costs

Candice S. Miller

Macomb County Public Works Commissioner



	In-System Storage
Estimated Project Costs	\$16,700,000
Funds Already Raised	(\$7,700,000)
Net Project Costs to Finance	\$9,000,000
Estimated Annual Debt Financing Cost (20-year 1.875% SRF Bond)	\$550,000
Current Budgeted One-Time Costs Dropping Off Next Year	\$1,300,000

*One time projects totaling \$1.3 million included in current budget will fall off next year. Assuming \$550,000 is used to offset the new cost for the project there will be no rate increase and still leaves \$750,000 a year for other new projects.

Apportionment of 8 ½ Mile Drain Costs

Eastpointe = 54.4%
 St. Clair Shores = 25.1%
 State of Michigan = 16%
 Macomb County = 4.5%

**There is also other Chapter 20 debt (Lake St. Clair Clean Water Initiative Bonds) expiring in 2022 which will save Eastpointe \$566,000 and St. Clair Shores \$1.6 million in payments annually.

Questions & Comments

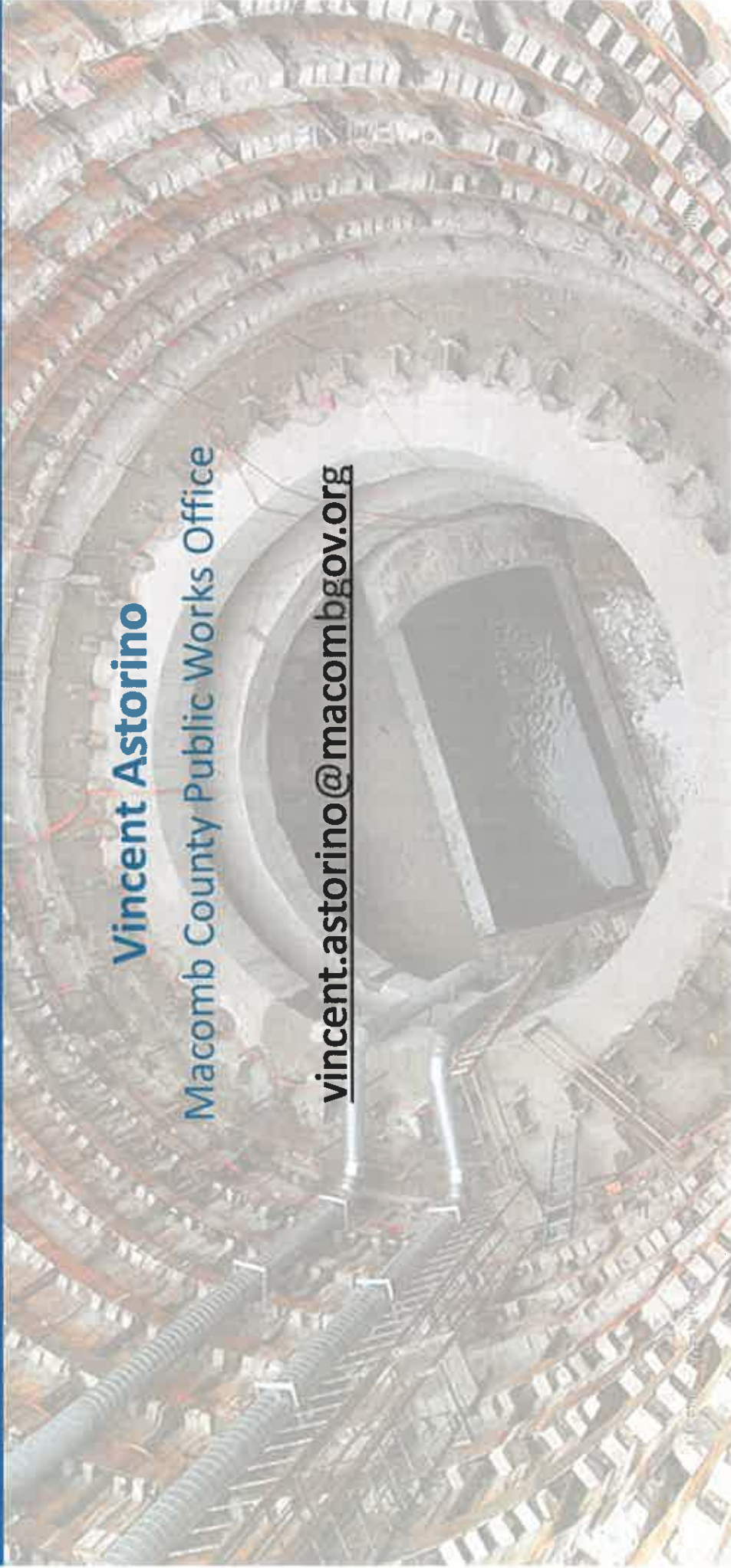


Candice S. Miller
Macomb County Public Works Commissioner

Vincent Astorino

Macomb County Public Works Office

vincent.astorino@macombgov.org



VIA ZOOM
**MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL
FOR THE CITY OF EASTPOINTE, MACOMB COUNTY, MICHIGAN,
HELD ON TUESDAY, FEBRUARY 2, 2021**

INVOCATION

The Invocation was rendered by Councilwoman Lucido.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was presented.

ROLL CALL

The meeting was called to order at 7:00 p.m. with the following members present:

Council Members Present: Owens (Eastpointe, MI), Curley (Eastpointe, MI), DeMonaco (Eastpointe, MI), Lucido (Eastpointe, MI), Moore (Eastpointe, MI)

Council Members Absent: None

Administrators Present: Doom, Blum, and Albright

Administrators Absent: None

APPROVAL OF AGENDA

Moved by Lucido, seconded by DeMonaco, to approve the agenda.

Yeas: Lucido, DeMonaco, Curley, Moore, Owens

Nays: None

HEARING OF THE PUBLIC

Mayor Owens announced the first Hearing of the Public, at which time:

Ms. Mary Hall-Rayford thanked the council members that attended the townhall meeting on this past Saturday.

Ms. Linda Flanz spoke about the housing market and asked about the number and percentage of registered rentals in the city.

Building Official Erin Hardcastle addressed the issue of the vehicles and concerns related to the comfort and safety of the current vehicle fleet and the replacement with the new fleet.

Ms. Dorie Vazquez-Nolan spoke about the services provided by Care House, the Macomb County Child Advocacy Center.

Ms. Linda Fedon questioned if anything has been done with the sewer system on Nicholai street to prevent their basements from flooding.

There being no further comments, Mayor Owens announced the first Hearing of the Public closed.

APPROVAL OF MINUTES

Moved by Curley, seconded by Lucido, to approve the minutes of the regular meeting dated January 19, 2021.

Yeas: Curley, Lucido, Moore, Owens, DeMonaco
Nays: None

SCHEDULED HEARINGS

2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS ALLOCATION

Heather Tawfik, Child Therapist of Turning Point, is here as a representative for their shelter program to request \$8,250 in community block grant money, to assist in the provision of shelter services for survivors and their families of domestic and sexual violence from Eastpointe.

Ms. Maggie Varney, Founder and CEO of Wigs for Kids, along with Jennifer Fisher, the Director of Development, are here in request of \$1,000 of the CDBG grant funds; serviced 11 children in Eastpointe; serviced 4,800 children throughout the State of Michigan, most who are from the tri-county area.

Mr. Scott Andrews, Client Services Coordinator at Interfaith Volunteer Caregivers, is here in representation to request \$2,200 in CDBG grant funding, to continue to expand and provide their Safe at Home program for the senior community; in particular, this will allow them to service 30 seniors with chores, and small minor house repairs that may be needed.

UNFINISHED BUSINESS

Mayor Owens announced unfinished business.

Moved by DeMonaco, seconded by Lucido, to give second reading to, and adopt, Ordinance No. 21-1208, which amends Chapter 10, Administration, Article X, Medical Marijuana Facilities, of the City of Eastpointe Code of Ordinances.

Yeas: DeMonaco, Lucido, Curley
Nays: Moore, Owens

DISCUSSION AND POSSIBLE MOTION: *Enterprise Lease Agreement.* Councilman DeMonaco expressed that although concerns were raised with the building department, the intention here was to talk about a high-level view of what council wanted to do with the cars; the cars being leased without council knowledge was the reason this was added to the agenda; suggested that we buy the code enforcement vehicles and would like to see them eventually transitioned to all electric vehicles. Mayor Owens asked Finance Director Blum which of the options they received would be best for the city in lieu of the current vehicles. Finance Director Blum stated that the first option would be approving the five-year lease we already have in place, and sell all the Fiestas; second option is to wait the six months for the penalties to go away and buy the vehicles directly from Enterprise, again selling all the Fiestas; the other option was return the vehicles to Enterprise, bring back the Fiestas, and purchase five vehicles per year over the next two years; only thing wrong with this option is that we are already down two vehicles, one at DPW and one at City Hall, and would need to buy two immediately; best option is considerably the five-year lease, and at the end if council decides and we switch to a different vehicle, we would be ready by then.

Moved by DeMonaco, seconded by Lucido, to ask the City Manager to put a plan together to end all the leases and buy the cars over the next three years, and buy electric vehicles and put in electric charging stations.

Yeas: DeMonaco, Lucido, Curley
Nays: Moore, Owens

REPORTS FROM ADMINISTRATION

Mayor Owens announced reports from Administration.

City Manager Doom stated we have two American flags flying at City Hall and we have an Eastpointe City flag on order which will be here soon; encouraged everyone to visit the city Facebook page, and website; want people to recognize that we have really worked hard as a city to bring information to the community. Safety Director Rouhib reported that its been very quiet; in the process of hiring police officers; ordering fire truck this week; looking to hire a new Animal Control Officer; oral boards took place for position of Lieutenant; also encouraged the public to join the Police and Fire Facebook page, as every month, the monthly stats are posted, as well as the crime rates.

Finance Director Blum reported that a new part-time cashier started yesterday; eligibility list generated for two full-time clerk positions.

Attorney Albright met with Building Official Hardcastle; putting together a list of new dangerous building hearings which will be scheduled and anticipated to be conducted in March; also putting together a list of existing dangerous building hearings where the homeowners have not complied and the time for completing repairs or correcting existing violations that have long since passed; those will be brought before council for scheduling of show cause hearings; should have the address list no later than the first meeting in March; 38th District Court is actively trying to move the docket forward; there is a very large backlog of cases due COVID-19; council's in receipt of the monthly stats report.

NEW BUSINESS

Mayor Owens announced new business.

Moved by Lucido, seconded by Curley, to adopt Resolution No. 21-1917 - Black History Month for February 2021.

Yeas: Lucido, Curley, Owens, DeMonaco, Moore
Nays: None

Moved by DeMonaco, seconded by Lucido, to adopt Resolution No. 21-1918 – Blanket Permit for General Road Maintenance - Macomb County Department of Roads for the period of February 1, 2020 through February 1, 2026, and authorize the City Manager to execute the Application and Permit to construct, operate, use and/or maintain the right-of-way, or to close a county road on behalf of the city.

Yeas: DeMonaco, Lucido, Curley, Moore, Owens
Nays: None

Moved by DeMonaco, seconded by Lucido, to adopt Resolution No. 21-1919, which establishes a new hardship exemption policy and guidelines for the city consistent with State law and the recommendation of the City Assessor, for use by the Eastpointe Assessment Board of Review.

Yeas: Lucido, Moore, Curley, Owens, DeMonaco
Nays: None

Moved by Curley, seconded by Lucido, to accept the Offer to Purchase 16741 Eight Mile road in the amount of \$123,000, and to authorized the City Manager to execute all documents necessary for the sale of the

property, including but not limited to the offer to purchase, seller's closing documents, and the quit claim deed.

Yeas: Curley, Lucido, Moore, Owens
Nays: DeMonaco

Moved by Lucido, seconded by DeMonaco, to approve the amendment of each contract to include the additional locations and to authorize the City Manager to execute all necessary documents to amend the contracts.

Yeas: Lucido, DeMonaco, Moore, Owens, Curley
Nays: None

Moved by Lucido, seconded by Curley, resolved, that the Eastpointe City Council approves Budget Amendment BA 21-03 as presented.

Yeas: Lucido, Curley, Owens, DeMonaco, Moore
Nays: None

Moved by Lucido, seconded by DeMonaco, to award contract to low bidder Doetsch Industrial Services of Warren for Sanitary Sewer Cleaning and CCTV Investigation Program and to authorize related engineering fees.

Yeas: Lucido, DeMonaco, Curley, Moore, Owens
Nays: None

Moved by Curley, seconded by Moore, to award the Eastpointe Memorial Library HVAC replacement project to the low bidder, Temperature Services, Inc., to include both the base bid work and the alternate, the replacement of the two furnaces, in the amount of \$112,520, plus a 5% contingency of \$5,626, for a total project cost of \$118,149.

Yeas: Curley, Moore, Lucido, Owens, DeMonaco
Nays: None

Moved by Lucido, seconded by Moore, to authorize the purchase of a 2021 Freightliner Dump Truck, utilizing the MI Deal quote in the amount of \$163,155.

Yeas: Lucido, Moore, Curley, Owens, DeMonaco
Nays: None

PAYROLLS AND BILLS

Moved by Lucido, seconded by Curley, to approve the payrolls and bills in the amount of \$2,801,244.94.

PAYROLLS TO BE APPROVED AT COUNCIL MEETING February 2, 2021

<u>DEPARTMENT</u>	<u>GENERAL FUND</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
Legislative	\$ -	\$ -	\$ -
Court	\$ 28,137.74	\$ -	\$ 28,137.74
Administration	\$ 31,331.50	\$ -	\$ 31,331.50
Police	\$ 155,587.36	\$ -	\$ 155,587.36
Fire	\$ 100,815.79	\$ -	\$ 100,815.79
Inspection	\$ 19,584.35	\$ -	\$ 19,584.35
Public Works	\$ -	\$ -	\$ -
Parks	\$ 2,403.37	\$ -	\$ 2,403.37
DDA/Econ Devel	\$ 3,080.52	\$ -	\$ 3,080.52
Water/Sewer	\$ -	\$ 43,569.32	\$ 43,569.32
Roads	\$ -	\$ 7,276.42	\$ 7,276.42
Sidewalks	\$ -	\$ 2,230.77	\$ 2,230.77
Rubbish	\$ -	\$ 1,620.11	\$ 1,620.11
Motorpool	\$ -	\$ 5,314.89	\$ 5,314.89
Library	\$ -	\$ 15,534.25	\$ 15,534.25
Total	\$ 340,940.63	\$ 75,545.76	\$ 416,486.39
			\$ 66,609.63
			<u>\$ 483,096.02</u>

City's portion of Social Security, Medicare, 401(a) & MERS

TOTAL PAYROLL EXPENSE

SUMMARY OF BILLS TO BE APPROVED AT COUNCIL ON FEBRUARY 2, 2021

FUND	BILLS
101 GENERAL	\$ 1,545,128.93
202 MAJOR STREETS	\$ 45,751.42
203 LOCAL STREETS	\$ 224,910.21
219 STREET LIGHTING FUND	\$ 28,895.14
248 DOWNTOWN DEVELOPMENT AUTHORITY	\$ 10,885.27
260 INDIGENT DEFENSE FUND	\$ 7,919.12
265 DRUG LAW ENFORCEMENT FUND	\$ 8,262.23
271 LIBRARY	\$ 6,514.93
401 CAPITAL IMPROVEMENT	\$ 1,592.92
405 TAX REVERSION FUND	\$ 4,826.12
517 SANITARY LANDFILL	\$ 122,967.92
592 WATER SEWER	\$ 232,915.10
601 MOTOR POOL	\$ 9,361.18
701 GENERAL AGENCY FUND	\$ 4,600.00
TOTAL ALL PAYABLES	<u>\$ 2,254,530.49</u>

SUMMARY OF BILLS TO BE APPROVED AT COUNCIL ON FEBRUARY 2, 2021

FUND	BILLS
728 DEATH BENEFIT	\$ -
731 PENSION	\$ -
737 RETIREE HEALTH CARE	\$ 63,618.43
TOTAL ALL PAYABLES	<u>\$ 63,618.43</u>

Yeas: Lucido, Curley, Moore, Owens, DeMonaco
Nays: None

HEARING OF THE PUBLIC

Mayor Owens announced the second Hearing of the Public, at which time:

Ms. Linda Flanz commented concerning fund raising by a government entity.

There being no further comments, Mayor Owens announced the second Hearing of the Public closed.

MAYOR AND/OR COUNCIL REPORTS

Councilman DeMonaco wished happy birthday for birthdays in this week - former Councilman Baker, Councilwoman Lucido, mother-in-law, and Councilman Curley.

Councilman Curley expressed concern about what Michigan Supreme Court has done; wished a happy birthday to those that were mentioned by Councilman DeMonaco.

Councilwoman Moore asked that everyone enjoy Black History Month; be mindful that COVID-19 is still out here; restaurants are opening back up, and even though stats have gone down, just be mindful and everyone wear your mask.

Councilwoman Lucido thanked Ms. Mary Hall-Rayford for hosting the townhall virtual meeting on Saturday; Gleaners is having a food distribution at Connor Creek Academy at 16911 Eastland, in Roseville, on February 9th and February 23rd, from 9:00 a.m. to 11:00 a.m.; also wished Councilman Curley and Mayor Owens a happy birthday for their upcoming days;

Mayor Owens expressed appreciation for the resolution being put on the agenda for Black History Month; thanked the residents who worked with her and helped her to get to where she is today; wished everyone a happy birthday that has one in the month of February.

CLOSED SESSION

Moved by Lucido, seconded by Curley, to go into closed session at 9:42 p.m. for the purpose of Attorney/Client Privileged Communication – Collective Bargaining.

Yeas: Lucido, Curley, Owens, DeMonaco, Moore
Nays: None

Moved by Lucido, seconded by DeMonaco, to authorize the City Manager to approve all documents regarding the letter of agreement.

Yeas: Lucido, DeMonaco, Curley, Moore, Owens
Nays: None

ADJOURNMENT

Moved by Curley, seconded by DeMonaco, to adjourn the meeting at 10:02 p.m.

Yeas: Curley, Lucido, Moore, Owens, DeMonaco
Nays: None

ELKE DOOM
CITY CLERK

MONIQUE OWENS
MAYOR



EASTPOINTE CITY COUNCIL ACTION SUMMARY SHEET

MEETING DATE: February 16, 2021

TOPIC: Second Reading and Adoption - Ordinance No. 21-1209 - Amend Chapter 2, Administration, Article V, Boards and Commissions, of the City of Eastpointe Code of Ordinances

BACKGROUND BRIEF: City Council is scheduled to give a second reading to, and adopt, Ordinance No. 21-1209, which amends Chapter 2, Administration, Article V, Boards and Commissions, of the City of Eastpointe Code of Ordinances. First reading was given, however, a second reading, vote, and adoption did not occur. Original Ordinance number was 1204, which has been updated to continue in current order sequence as Ordinance No. 21-1209. Attached is a final copy of proposed Ordinance No. 21-1209.

SUMMARY OF PREVIOUS COUNCIL ACTION: 11/17/20 - City Council introduced and gave first reading to Ordinance No. 1204.

FINANCIAL IMPACT: None on this matter.

CITY MANAGER'S RECOMMENDATION: Give second reading to, and adopt, Ordinance No. 21-1209.

RECOMMENDED MOTION: Moved by , seconded by , to give second reading to, and adopt, Ordinance No. 21-1209, which amends Chapter 2, Administration, Article V, Boards and Commissions, of the City of Eastpointe Code of Ordinances.

**CITY OF EASTPOINTE
COUNTY OF MACOMB
STATE OF MICHIGAN**

ORDINANCE NO. 21-1209

**AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, ARTICLE V,
BOARDS AND COMMISSIONS, OF THE CITY OF EASTPOINTE CODE OF
ORDINANCES**

The City of Eastpointe ordains:

Section 1. Appointments.

Article V, Boards and Commissions, Section 2-346, is amended to read as follows:

ARTICLE V. BOARDS AND COMMISSIONS

Sec. 2-346. - Appointments.

Where no provision is made by ordinance or statute for methods of appointment of members of any committee, board or commission, appointments shall be made by the city council. No proposed appointments for any committees, boards or commissions shall be placed on the agenda for consideration at a council meeting unless notice thereof was filed in the office of the secretary of council by 12:00 noon on the Friday preceding such meeting.

Section 2. Severability.

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Publication.

The Clerk shall publish this Ordinance within ten days in a newspaper printed and circulating within the City of general circulation.

Section 5. Effective Date.

This Ordinance shall become effective ten days after date of adoption by the City Council.

CERTIFICATION

We, Monique Owens, Mayor, and Elke Doom, City Clerk, for the City of Eastpointe, Macomb County, Michigan, do hereby certify that the foregoing Ordinance 21-1209 was duly adopted by the City Council after a second reading thereof at a regular meeting of said Council held on Tuesday, February 16, 2021.

Monique Owens, Mayor

Elke Doom, City Clerk



CITY of EASTPOINTE

EASTPOINTE CITY COUNCIL ACTION SUMMARY SHEET

MEETING DATE: February 16, 2021

TOPIC: Approval of Submission of the Almond Street Reconstruction Project to the Macomb County Community Development Block Grant Program for the 2021 "Bricks and Mortar" Program

BACKGROUND BRIEF: The city has been invited to apply for the 2021 "Bricks and Mortar" program, which deals with the funding of construction projects. The public hearing that was held on February 2nd stated the city's intention to apply for \$150,000 to assist in funding the reconstruction of Almond Street, from Semrau to Stephens. The total project cost for this one block section of street is \$490,000.

SUMMARY OF PREVIOUS COUNCIL ACTION: A public hearing was held on February 2nd.

FINANCIAL IMPACT: The total project cost to reconstruct Almond Street, from Semrau to Stephens. The city is applying for \$150,000. The difference between what is ultimately awarded and the total project cost will be funded entirely by the city.

CITY MANAGER'S RECOMMENDATION: Approve

RECOMMENDED MOTION: Moved by , seconded by , to approve the submittal of the Almond Street reconstruction project to the Macomb County Community Development Block Grant 2021 "bricks and mortar" program, in the amount of \$150,000.



ANDERSON, ECKSTEIN & WESTRICK, INC.
51301 Schoenherr Road
Shelby Township, MI 48315
Phone: 586-726-1234
Fax No: 586-726-8780

PROJECT: Almond Avenue Reconstruction
Semrau Avenue to Stephens Drive

OWNER: City of Eastpointe

PREPARED BY: Dean Martindale

DATE: 1-21-2021

CHECKED BY: R. Ryan Kern, P.E.

DATE: 1-21-2021

PRELIMINARY ESTIMATE

AEW PROJECT NO. 0145-0626

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Bonds, Insurance and Initial Set-up Expense (3% Max)	1	LS	11,190.00	11,190.00
Audio-Visual Record of Construction Site	1	LS	1,500.00	1,500.00
Traffic Maintenance and Control	1	LS	2,500.00	2,500.00
Rubbish Pick Up	1	LS	1,250.00	1,250.00
Reimbursable Permit Fees	1	LS	1,000.00	1,000.00
Erosion Control, Inlet Filter	6	EA	100.00	600.00
HMA Surface Removal	2,580	SY	7.50	19,350.00
Concrete Pavement Removal	3,000	SY	9.00	27,000.00
Sewer Removal, Less than 24 inch	80	LF	25.00	2,000.00
Drainage Structure Removal	4	EA	500.00	2,000.00
Sewer, CL IV, 12 inch, Tr Det B	80	LF	80.00	6,400.00
Drainage Structure, 24 inch Diameter	2	EA	2,500.00	5,000.00
Drainage Structure, 48 inch Diameter	2	EA	3,500.00	7,000.00
Storm Manhole, 48 inch Diameter over Existing Sewer	2	EA	4,500.00	9,000.00
External Structure Wrap, 18 inch	4	EA	500.00	2,000.00
Catch Basin Cover, Restricted, Eastpointe	4	EA	700.00	2,800.00
Subgrade Undercutting	250	CY	45.00	11,250.00
Subgrade Underdrain, 6 inch	1,550	LF	15.00	23,250.00
Station Grading	750	LF	35.00	26,250.00
Aggregate Base, 8 inch	2,800	SY	10.50	29,400.00
Concrete Pavement, Non-Reinforced, 8 inch	2,580	SYD	55.00	141,900.00
Joint, Plane of Weakness, W	62	LF	25.00	1,550.00
Joint, Expansion, Erg	2,250	LF	2.00	4,500.00
Concrete Driveway Approach, 6 inch	420	SY	58.00	24,360.00
Maintenance Gravel	250	TON	25.00	6,250.00
Project Cleanup	1	LS	2,500.00	2,500.00
Irrigation Repairs	1	LS	2,500.00	2,500.00
Restoration	1,000	SYD	10.00	10,000.00
			TOTAL ESTIMATED COST	\$384,300.00
CONSTRUCTION COST				\$384,300.00
Contingency (10%)				38,430.00
Engineering Design (6%)				23,060.00
Construction Service Fees (11.5%)				44,190.00
TOTAL ESTIMATED COST				\$489,980.00



CITY of EASTPOINTE

EASTPOINTE CITY COUNCIL ACTION SUMMARY SHEET

MEETING DATE: February 16, 2021

TOPIC: Allocation of the City's 2021 Public Service Funds to Non-Profit Groups.

BACKGROUND BRIEF: Each year, the city council must allocate its Public Service Funds to non-profit groups. For the 2021 program year, which begins next year, the city is allocated \$23,600 to distribute.

SUMMARY OF PREVIOUS COUNCIL ACTION: The public hearing was held on February 2nd, at which several non-profit groups made a presentation to the city council.

FINANCIAL IMPACT: The city council has \$23,600 to allocate to the several non-profit groups.

CITY MANAGER'S RECOMMENDATION: To allocate the 2021 Public Service Funds according to the consensus reached by the city council.

RECOMMENDED MOTION: Moved by , seconded by , to allocate the city's 2021 Public Service Funds according to the following: (1)

_____, (2) _____,
(3) _____, (4) _____,
(5) _____, (6) _____.

2021 Public Service Activity Allocations

Non-profit Group	\$ Amount
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____

TOTAL \$23,600

2020 Public Service Activity Allocations

- Care House - \$6,300
- Interfaith Volunteer Caregivers - \$2,058
- Macomb County Warming Center - \$1,441.10
- Macomb Homeless Coalition - \$1,128.15
- Maggie's Wigs 4 Kids of Michigan - \$1,000
- Macomb County Rotating Emergency Shelter Team (MCREST) - \$2,409.75
- Turning Pointe, Inc. - \$8,750

TOTAL: \$23,087



CITY of EASTPOINTE

EASTPOINTE CITY COUNCIL ACTION SUMMARY SHEET

MEETING DATE: February 16, 2021

TOPIC: Reappointment of Planning Commission Members

BACKGROUND BRIEF: Mr. Jeffrey Lubeck, Mr. Leo Lalonde, Mrs. Sheila Ulinski and Mr. John D'Hondt, have been members of the Planning Commission, whose terms lapsed as of 12/31/20. They have each individually expressed an interest and desire to be reappointed to the Planning Commission. Please find a Memo to the City Council dated 1/27/2021 requesting Planning Commission Board Appointment and Term Renewal for Mr. Jeffrey Lubeck, Mr. Leo Lalonde, Mrs. Sheila Ulinski and Mr. John D'Hondt as well as their Board and Commission Application Form.

SUMMARY OF PREVIOUS COUNCIL ACTION: None.

FINANCIAL IMPACT: None.

CITY MANAGER'S RECOMMENDATION: None.

RECOMMENDED MOTION: Moved by , seconded by , to reappoint Mr. Jeffrey Lubeck, Mr. Leo Lalonde, Mrs. Sheila Ulinski and Mr. John D'Hondt to the Planning Commission with their terms to expire 12/31/2023.



CITY of EASTPOINTE

EASTPOINTE

Department of Planning and Zoning
(586) 445-3661
Fax (586) 445-5191

MUNICIPAL OFFICES
23200 GRATIOT AVENUE
EASTPOINTE, MI 48021

MEMORANDUM

TO: Honorable Mayor Owens and Members of City Council
City Manager Elke Doom

FROM: Erin Hardcastle, Building Official, Director of Planning and Zoning *Erin Hardcastle*

RE: Planning Commission Board appointment and term renewal

DATE: January 27, 2021

Mr. Jeffrey Lubeck's term as Planning Commissioner expired on 12/31/2020. He has indicated that he is interested in continuing and we recommend extending his term for three years, with an expiration of 12/31/2023.

Mr. Leo Lalonde's term as Planning Commissioner expired on 12/31/2020. He has indicated that he is interested in continuing and we recommend extending his term for three years, with an expiration of 12/31/2023.

Mrs. Sheila Ulinski's term as Planning Commissioner expired on 12/31/2020. She has indicated that she is interested in continuing and we recommend extending her term for three years, with an expiration of 12/31/2023.

Mr. John D'Hondt's term as Planning Commissioner expired on 12/31/2020. He has indicated that he is interested in continuing and we recommend extending his term for three years, with an expiration of 12/31/2023.

Planning Commission

J. Lubeck <jeff48021@wowway.com>

Tue 1/26/2021 10:58 PM

To: Doom, Elke B. <edoom@eastpointecity.org>

Cc: Mckean, Rose Ann <rmckean@eastpointecity.org>

 1 attachments (1 MB)

Lubeck-BCAF.pdf;

I am interested in continuing to serve on the Planning Commission. Attached is an updated Board and Commission Application Form in pdf format. Please let me know if you need the original and I will drop it off at City Hall.

Respectfully,

Jeff Lubeck



City of Eastpointe

Board and Commission Application Form

Name: Jeffrey Luback Date: 1/26/21
Address: 18570 Morningside Ave Home Phone: 586 778-5469
Cell Phone: 586 876-0934 E-Mail: JeffL48021@wowway.com

Are you a registered voter of the City? Yes: No:

Have you previously served on a Board or Commission? Yes: No:

If yes, which one? ZBA, Planning Commission, Local Officers Compensation Commission

Have you ever been convicted of a crime? Yes: No: If yes, please explain the nature of the offense:

Please list any community involvement, employment, education or other expertise that pertains to the Board or Commission you are applying for: COMMUNITY VOLUNTEER SINCE 1987 IN VARIOUS CAPACITIES: NORTON OF 9 MILE HOMEOWNERS ASSOCIATION (PAST PRESIDENT) EASTPOINTE GOOD FELLOWS (PAST CHAIRMAN) EASTPOINTE POLICE RESERVE OFFICER, ZONING BOARD OF APPEALS, PLANNING COMMISSION

Check the Board or Commission that you would like to serve on (you may check more than one):

- Arts and Cultural Diversity Commission
- Beautification (aesthetic improvements, beautify the City)
- Board of Ethics (guides conduct of City officials)
- Board of Review (assessment appeals)
- Civil Service Commission (system of personnel administration)

(OVER)

Construction Board of Appeals (hear appeals on refusal to grant an application for a permit or a modification to the provisions of this Code covering the manner of construction or materials to be used in the erection, alteration or repair of a building or structure or otherwise makes a decision pursuant or related to the Code)

Downtown Development Authority (manages right-of-way improvements in DDA corridor)

Housing Commission (oversees senior citizen housing)

Library Commission (library services)

Local Officers Compensation Commission (recommends/sets salaries for elected officials)

Parks Commission (makes recommendations to council relative to park programs, projects or facilities).

Planning Commission (City planning, land use and zoning)

Recreational Authority of Roseville and Eastpointe (recreation services)

Zoning Board of Appeals (grants variances to City Codes)

**Please complete and mail to: City Manager's Office
City of Eastpointe
23200 Gratiot Avenue
Eastpointe, MI 48021**

Mckean, Rose Ann

From: Leo Lalonde <leolalonde154@gmail.com>
Sent: Tuesday, January 26, 2021 3:54 PM
To: Mckean, Rose Ann
Subject: Re: Terms expired

I, Leo R. Lalonde, wish to be reappointed to Eastpointe's Planning Commission.

On Tue, Jan 26, 2021 at 2:36 PM Mckean, Rose Ann <rmckean@eastpointecity.org> wrote:
Hello,

I went to the City Manager's office to pick up the application. I walked into a group that was discussing boards and reappointments. If you're already on a commission, you just need to express that you want to be reappointed in writing. One line will do: I, name, wish to be reappointed to the Planning Commission. You can email it to me. Erin has to forward to the clerk in the City Manager's office.

Thank you,

Rose Ann Mckean
Building Clerk
City of Eastpointe
586-445-3661 ext. 2263

From: Leo Lalonde <leolalonde154@gmail.com>
Sent: Tuesday, January 26, 2021 1:30 PM
To: Mckean, Rose Ann <rmckean@eastpointecity.org>
Subject: Re: Terms expired

Yes, please do.

On Tue, Jan 26, 2021 at 1:17 PM Mckean, Rose Ann <rmckean@eastpointecity.org> wrote:
Hello,

Your term, as well as Mr. Lubeck's, Ms. Ulinski's and Mr. D'Hondt expired 12/31/20. Ms. Ulinksi and Mr. D'Hondt have submitted updated applications. I will need one from you and Mr. Lubeck if you want to renew your terms. The City Manager's office has the applications. I can get one and email it to you if you'd like.

Rose Ann Mckean
Building Clerk
City of Eastpointe
586-445-3661 ext. 2263

From: Leo Lalonde <leolalonde154@gmail.com>
Sent: Tuesday, January 26, 2021 1:02 PM
To: Mckean, Rose Ann <rmckean@eastpointecity.org>
Subject: Re: Terms expired



City of Eastpointe

Board and Commission Application Form

Name: Sheila Ulinski Date: Dec. 9, 2020
Address: 21492 Redmond Ave Home Phone: 586-218-7438
Cell Phone: 586-202-3735 E-Mail: pooh64ewideopenwest.com

Are you a registered voter of the City? Yes: No:
Have you previously served on a Board or Commission? Yes: No:

If yes, which one? Planning

Have you ever been convicted of a crime? Yes: No: If yes, please explain the nature of the offense:

Please list any community involvement, employment, education or other expertise that pertains to the Board or Commission you are applying for: Planning Commission - 8 yrs,
Cruisin' Gratiot Board member, various charity volunteer

Check the Board or Commission that you would like to serve on (you may check more than one):

- Arts and Cultural Diversity Commission
- Beautification (aesthetic improvements, beautify the City)
- Board of Ethics (guides conduct of City officials)
- Board of Review (assessment appeals)
- Civil Service Commission (system of personnel administration)

RECEIVED
DEC - 9 2020
CITY OF EASTPOINTE
CITY MANAGER'S OFFICE

Eastpointe
MICHIGAN



City of Eastpointe

Board and Commission Application Form

Name: John Dhondt Date: 1-15-2021
Address: 24327 Phlox Ave Home Phone: 586 775 4154
Cell Phone: 586 943 4227 E-Mail: JDHONDT48021@GMAIL.COM

Are you a registered voter of the City? Yes: No:

Have you previously served on a Board or Commission? Yes: No:

If yes, which one? PLANNING Commission

Have you ever been convicted of a crime? Yes: No: If yes, please explain the nature of the offense: _____

Please list any community involvement, employment, education or other expertise that pertains to the Board or Commission you are applying for: LONG TIME RESIDENT WHO IS ACTIVE IN COMMUNITY UNITY. Looking to further develop our work on the master plan.

Check the Board or Commission that you would like to serve on (you may check more than one):

- Arts and Cultural Diversity Commission
- Beautification (aesthetic improvements, beautify the City)
- Board of Ethics (guides conduct of City officials)
- Board of Review (assessment appeals)
- Civil Service Commission (system of personnel administration)

(OVER)

- Construction Board of Appeals** (hear appeals on refusal to grant an application for a permit or a modification to the provisions of this Code covering the manner of construction or materials to be used in the erection, alteration or repair of a building or structure or otherwise makes a decision pursuant or related to the Code)
- Downtown Development Authority** (manages right-of-way improvements in DDA corridor)
- Housing Commission** (oversees senior citizen housing)
- Library Commission** (library services)
- Local Officers Compensation Commission** (recommends/sets salaries for elected officials)
- Parks Commission** (makes recommendations to council relative to park programs, projects or facilities).
- Planning Commission** (City planning, land use and zoning)
- Recreational Authority of Roseville and Eastpointe** (recreation services)
- Zoning Board of Appeals** (grants variances to City Codes)

Please complete and mail to: **City Manager's Office**
City of Eastpointe
23200 Gratiot Avenue
Eastpointe, MI 48021



EASTPOINTE CITY COUNCIL ACTION SUMMARY SHEET

MEETING DATE: February 16, 2021

TOPIC: Discussion and Possible Motion on Exterior Lighting Ordinance, Section 50-162.

BACKGROUND BRIEF: The Building Department is seeking clarification and guidance from Council regarding enforcement of the amendments to the Exterior Lighting Ordinance. Specifically, Chapter 50, Zoning, Article XVII, Supplemental Regulations, of the Ordinances of the City of Eastpointe, Section 50-162 - Exterior Lighting, which defines and prohibits string and/or rope lighting from being used as a decorative lighting feature. The Building Official sent notice to all business owners in the City on October 20, 2020, a copy of which is included with the Ordinance. The Downtown Development Authority has reached out and is requesting that the City Council direct the Planning Commission to revisit the amendments to the Exterior Lighting Ordinance that were adopted on October 6, 2020. A copy of their request and input is included for the Council's review and discussion.

SUMMARY OF PREVIOUS COUNCIL ACTION: None.

FINANCIAL IMPACT: None.

CITY MANAGER'S RECOMMENDATION: Direct the Planning Commission to revisit the amendments to the Exterior Lighting Ordinance that was adopted on October 6, 2020 and provide clarification and direction to the Building Department regarding enforcement.

RECOMMENDED MOTION: Moved by , seconded by , to direct the Planning Commission to revisit the amendments to the Exterior Lighting Ordinance that were adopted on October 6, 2020, and provide clarification and direction to the Building Department regarding enforcement.

EASTPOINTE

February 9, 2021

City Council
City of Eastpointe
23200 Gratiot Ave.
Eastpointe, MI 48021

Re: Amendments to Exterior Lighting Ordinance, Section 50 – 162'

Dear Mayor Monique Owens and Members of City Council:

The Downtown Development Authority (DDA) is requesting that the Eastpointe City Council direct the Eastpointe Planning Commission to revisit the amendments to the Exterior Lighting Ordinance that were adopted on October 6, 2020.

The Board Members of the DDA discussed the amended ordinance at the December 8, 2020, DDA meeting and the consensus is that these lights are important for many of the city's businesses. Some business owners expended a great deal of money into the installation of the lights, and the removal is not as simple as just pulling the plug. Other businesses rely on the additional lighting as a safety feature for their customers. With the amount of vacant commercial buildings in the city, the DDA appreciates lighting that indicates businesses are open for customers.

The DDA Board would support alternative solutions to an outright ban, including possible limitations on the lumens, or brightness, of the lighting, a restriction on flashing lights, and / or the total amount of lights allowed.

Thank you in advance for your consideration.

Sincerely,



Elke Doom, Board Chair
Downtown Development Authority

cc: DDA Board Members

EASTPOINTE DOWNTOWN
DEVELOPMENT AUTHORITY
23200 GRATIOT AVENUE
EASTPOINTE, MICHIGAN 48021

(586) 445-5010 EXT. 5 (TEL)
(586) 445-5195 [FAX]

WWW.EASTPOINTEMI.COM



CITY of EASTPOINTE

Department of Community
and Economic Development
(586) 445-3661
Fax (586) 445-5191

MUNICIPAL OFFICES
23200 GRATIOT AVENUE
EASTPOINTE, MI 48021

October 20, 2020

Dear Business Owner,

The Planning Commission recently reviewed and recommended amendments to the City of Eastpointe Ordinance, Chapter 50, Zoning, Article XVII, Supplemental Regulations, of the Ordinances of the City of Eastpointe, Section 50 – 162 – Exterior Lighting.

The Ordinance was adopted by the City Council on October 6, 2020. This Ordinance became effective 10 days after adoption by the City Council.

A copy of the Ordinance is enclosed for your review. The Ordinance defines string and/or rope lighting and prohibits them from being used as a decorative lighting feature. ***The Ordinance requires that all properties within the City be brought into compliance within 90 days of passage of the Ordinance.***

The Ordinance language is as follows;

Section E, Subsection 3. String and/or rope lighting that outlines windows, doorways, structures, signs, and/or vertical or horizontal building features, visible from the exterior is prohibited. For purposes of this section, string and/or rope lighting shall mean lighting that is primarily used as a decorative lighting fixture which features small light bulbs linked together by wires which may be encased in a plastic tube or case. String and/or rope lighting bulbs may be LED or incandescent bulbs. String and/or rope lighting visible from the exterior of all properties in the city shall be brought into compliance with the standards of this section within 90 days of passage. This section shall not apply to holiday lighting displays.

Please remove and discontinue use of any lighting that violates the ordinance. As this does not apply to holiday lighting displays, the Ordinance Officers will be inspecting your business for compliance in January 2021, after the holidays.

Your property will be in violation of the Ordinance if string and/or rope lighting is displayed after that time.

I may be reached at (586) 204-3022 if you have any questions about this notice or would like to discuss the Ordinance or sign regulations for your business. Thank you in advance for your anticipated cooperation.

Respectfully;

Erin Hardcastle
Building Official
Director of Planning and Zoning

CITY OF EASTPOINTE
COUNTY OF MACOMB
STATE OF MICHIGAN

ORDINANCE NO. 1201

AN ORDINANCE TO AMEND CHAPTER 50, ZONING, ARTICLE XVII, SUPPLEMENTAL REGULATIONS, OF THE ORDINANCES OF THE CITY OF EASTPOINTE

The City of Eastpointe ordains:

Section 1. Exterior Lighting.

Article XVII of the Codified Ordinances of the City of Eastpointe is hereby amended to read as follows:

ARTICLE XVII. – SUPPLEMENTAL REGULATIONS

Sec. 50-162. - Exterior lighting.

The intent of this section is to encourage site lighting that will be attractive to the eye while at the same time adequately illuminating a site for safety and convenience. It is further the intent of this section to discourage excessively bright and harsh site illumination that creates undesirable halo effects on the property, diminishes the residential environment and presents a potential hazard to vehicle and pedestrian traffic on abutting streets and sidewalks. All exterior site lighting designed and intended to light private property shall comply with the following applicable requirements:

(1) Exterior site lighting in nonresidential zoning districts shall comply with the following applicable standards:

- a. Freestanding light poles shall be subject to the following requirements:
 1. Poles shall be constructed of metal, concrete, wood laminates composite or other suitable materials and shall generally be of an architectural nature.
 2. Poles located 30 feet or less from a residential zoning district shall not exceed 15 feet in height.
 3. Poles located more than 30 feet from a residential zoning district may extend to a maximum height of 20 feet.
 4. Pole height shall be measured from the surface (ground or pavement) at the base of the lighting structure to the top of the fixture.

- b. **Fixture requirements.** All light fixtures shall be subject to the following requirements:
1. Any light fixture attached to a pole shall not exceed the maximum pole height limitations of this section.
 2. Except as otherwise permitted in this subsection; all light fixtures shall be of a type that will contain the luminary completely within the interior area of the case or hull of the fixture. No part of any luminary shall extend outward or downward beyond or below the exterior surface of the case or hull of the fixture, except luminary housed in a fixture designed to light the underside of a canopy structure may extend below the ceiling of the canopy.
 3. All luminaries shall be oriented so that its light shall be cast directly downward and only onto the property it is intended to light.
 4. The planning commission may allow exceptions to these requirements in those instances where lights of the same character as those in the DDA are to be provided.
- c. **Wattage limitations.** All luminaries regardless of type shall be subject to the following wattage limitations:
1. Luminaries located 30 feet or less from a residential district shall not generate more than 250 total watts per fixture.
 2. Luminaries located more than 30 feet from a residential district may generate up to a maximum of 400 total watts per fixture.
- d. **Exterior building wall lighting.** Exterior building wall lighting shall be subject to the following requirements:
1. Wall lights intended to illuminate service areas, particularly service areas at the rear of buildings next to residential districts, shall be shielded to only cast light downward.
 2. Exterior building wall lighting shall not exceed a height of 12 feet measured from the surface (ground or pavement) at the base of the wall to the top of the fixture, on any building wall that faces into a residential zoning district.
 3. No light fixture shall project out from the wall of a building into any public right-of-way, including any public alley right-of-way, unless specifically approved by the city council.

- e. **Architectural exterior lighting.** Architectural exterior lighting designed to enhance the architectural appearance of a building or to highlight an architectural feature of a building or landscape feature shall consist of:
 - 1. A low wattage, non colored luminary designed to cast only a soft light on the subject; and
 - 2. A luminary that when directly visible from a fixture, shall not be an irritant to pedestrians, or vehicle traffic on adjacent streets, or to residents in any adjacent residential zoning district.
 - 3. String and/or rope lighting that outlines windows, doorways, structures, signs, and/or vertical or horizontal building features, visible from the exterior is prohibited. For purposes of this section, string and/or rope lighting shall mean lighting that is primarily used as a decorative lighting fixture which features small light bulbs linked together by wires which may be encased in a plastic tube or case. String and/or rope lighting bulbs may be LED or incandescent bulbs. String and/or rope lighting visible from the exterior of all properties in the city shall be brought into compliance with the standards of this section within 90 days of passage. This section shall not apply to holiday lighting displays.
- f. **Overall sight illumination.** No property shall exceed four and one-half footcandles of maximum overall light intensity. No property shall exceed 0.5 footcandles of maximum light intensity along any residential zoning district line. Light intensity along a residential district shall be measured at a point four feet above the ground.
- g. **Uniformity ratio.** An overall uniformity ratio of 4:1 shall be maintained across all areas of the site intended to be illuminated.

(2) Exterior site lighting in the residential districts. Exterior site lighting in the multiple-family residential districts shall be subject to the following requirements:

- a. Exterior lighting may consist of a low wattage incandescent luminary contained in a decorative light fixture attached to the wall next to the door of each exterior entry to a dwelling unit.
- b. Exterior lighting may also consist of a low wattage incandescent luminary contained in a decorative light fixture attached to the top of a low profile yard type of light pole. All wiring to pole fixtures shall be underground and shall comply with all applicable electric codes and ordinances.
- c. Carports in a multiple-dwelling complex may be lighted so long as all such lighting is contained in the underside of the carport roof. The fixtures shall

be placed no closer to the front of the roof structure than half the distance from the rear roofline to the front roofline. Luminary shall consist of not more than 100 watts and shall be housed in fixtures within clear lenses.

Section 2. Severability. If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.


Section 3. Repealer. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Publication. The Clerk shall publish this Ordinance within ten days in a newspaper printed and circulating within the City of general circulation.

Section 5. Effective Date. This Ordinance shall become effective ten days after date of adoption by the City Council.

CERTIFICATION

We, Monique Owens, Mayor, and Elke Doom, City Clerk, for the City of Eastpointe, Macomb County, Michigan, do hereby certify that the foregoing Ordinance 1201 was duly adopted by the City Council after a second reading thereof at a regular meeting of said Council held on Tuesday, October 6, 2020, in the City Hall.



Monique Owens, Mayor



Elke Doom, City Clerk

CITY OF EASTPOINTE
COUNTY OF MACOMB
STATE OF MICHIGAN

ORDINANCE NO. 1202

AN ORDINANCE TO AMEND CHAPTER 50, ZONING, ARTICLE XVIII, SIGNS, OF THE ORDINANCES OF THE CITY OF EASTPOINTE

The City of Eastpointe ordains:

Section 1. Prohibited Signs.

Article XVII of the Codified Ordinances of the City of Eastpointe is hereby amended to read as follows:

ARTICLE XVIII. – SIGNS

Sec. 50-184. – Prohibited Signs.

Except as otherwise permitted, the following signs are prohibited:

- (1) *Balloon sign.* Any balloon or balloon sign, except those that have been specifically approved for a special event.
- (2) *Cloth and banner signs.* Cloth and banner signs, spinners, hula signs, and festoon signs, unless approved for a special event. Feather signs may be permitted as a part of an approved temporary sign permit.
- (3) *Flashing (instantaneous) or blinking signs.* Signs that have flashing, blinking or moving lights or exposed incandescent light bulbs, except mechanical (manual) or electronic changing letter or message signs may be permitted provided such signs shall have no pulsating or moving script messages and provided further that no such sign shall display the same message for more than 12 consecutive hours and the message shall not consume more than ten percent of the display area of the sign.
- (4) *Fluorescent sign.* Any sign using fluorescent or neon paint or color except outline tubing signs.
- (5) *Illegal sign.* Any sign that is unlawfully installed, erected or maintained, including:
 - a. Any sign attached to a standpipe, gutter, drain, fire escape, or any sign erected so as to impair access to a roof,

- b. Any sign that projects above the parapet line of any roof, projecting or overhanging signs, except permitted wall signs which may project up to 18 inches out from the face of the wall to which it is affixed,
 - c. Any sign attached to a tree, fence, or utility pole, signs painted on or attached to a parked vehicle, trailer or other towed or demountable structure which is being used principally for advertising purposes, rather than for transportation purposes (the vehicle shall be currently licensed, not parked or stored for more than 48 hours in a single spot and shall be parked in an approved parking space), except that this restriction shall not apply to permitted temporary truck load sales, provided a permit is issued, and
 - d. Any other signs not specifically authorized by this article, as amended.
- (6) *Interfering or misleading sign.* Any sign that makes the words stop, or danger, or any other words or phrases, symbols or characters, colors, lettering or which includes any traffic sign or signal in such a manner as to interfere with, mislead, or confuse traffic.
 - (7) *Obscene sign.* Any sign or other advertising structure containing profane, obscene, indecent or immoral matter of the type or kind prohibited by state law.
 - (8) *Obstructing sign.* Any sign that obstructs a window, door or other opening that could be used for a fire escape.
 - (9) *Advertising offsite business.* Signs that advertise a business located other than on the subject property.
 - (10) *Portable sign.* Any sign that meets the definition of a portable sign as defined in this article.
 - (11) *Sandwich signs.* Sandwich signs, except such signs may be allowed subject to section 50-200.
 - (12) *String lights and rope lights (not including Holiday lights).* String lights and rope lights when used for commercial purposes.
 - (13) *Trailer sign.* Any sign that meets the definition of a trailer sign as defined in this article.
 - (14) Signs located within or that extend into the vertical space of the road right-of-way or other similar public space, unless specifically permitted by this chapter.
 - (15) Signs that contain visible moving, revolving or mechanical parts or movement, or other apparent visible movement achieved by electrical, electronic or mechanical

means, including intermittent electrical pulsations, or by action of normal wind current.

Section 2. Severability. If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.


Section 3. Repealer. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Publication. The Clerk shall publish this Ordinance within ten days in a newspaper printed and circulating within the City of general circulation.

Section 5. Effective Date. This Ordinance shall become effective ten days after date of adoption by the City Council.

CERTIFICATION

We, Monique Owens, Mayor, and Elke Doom, City Clerk, for the City of Eastpointe, Macomb County, Michigan, do hereby certify that the foregoing Ordinance 1202 was duly adopted by the City Council after a second reading thereof at a regular meeting of said Council held on Tuesday, October 6, 2020, in the City Hall.



Monique Owens, Mayor



Elke Doom, City Clerk



CITY of EASTPOINTE

EASTPOINTE CITY COUNCIL ACTION SUMMARY SHEET

MEETING DATE: February 16, 2021

TOPIC: Approval of Managed Assigned Counsel Coordinator Contract

BACKGROUND BRIEF: The Michigan Indigent Defense Commission, created in 2013, has developed and adopted standards for the provision of defense services to indigent defendants. The City of Eastpointe, as the funding unit for the 38th District Court, is charged with implementing the new standards.

To comply with the standards, the City will be following a managed assigned counsel coordinator (MACC) service model, which utilizes a lead attorney to coordinate a roster of attorneys to provide services to defendants. The MACC will be responsible for assigning cases to attorneys and ensuring adequate representation for defendants. The MACC will recruit and schedule attorneys, will track, compile and report compliance data, and review and approve vouchers / invoices for payment.

The funding for the MACC is provided by the MIDC, as further detailed in the Indigent Defense System Cost Analysis (RFP Appendix A, Compliance Plan and Budget).

The City published a Request for Proposals on MITN / BidNet, as well as through MIDC and online legal search engines. Five Proposals were received, and interviews were conducted with all five applicants. As the hourly rate and maximum hours are pre-approved by the MIDC, the selection of the MACC was based upon general experience, MADD / MIDC and indigent defense experience, key qualifications and the capacity of each applicant.

The applicant with the highest overall score is Tanya Grillo.

SUMMARY OF PREVIOUS COUNCIL ACTION: On November 9, 2020, City Council approved the MIDC Contract and Budget, which included the implementation of the MACC.

FINANCIAL IMPACT: None, as the cost of the MACC is funded by the MIDC.

CITY MANAGER'S RECOMMENDATION: Approve the contract.

RECOMMENDED MOTION: Moved by , seconded by , to approve the contract for the Michigan Assigned Counsel Coordinator and to authorize the City Manager to execute all necessary documents related to the contract.



CITY OF

EASTPOINTE

MUNICIPAL OFFICES
23200 GRATIOT AVENUE
EASTPOINTE, MI 48021
(586) 445-3661
FAX (586) 445-5195

Dear Prospective Proposers:

Re: Request for Proposals Managed Assigned Counsel Coordinator Services

The City of Eastpointe is now accepting Proposals as described in the enclosed request. Proposals may be submitted electronically through the Michigan Inter-governmental Trade Network (MITN) through BidNet Direct at www.bidnetdirect.com, or may be mailed or hand-delivered in a sealed envelope with the name of the Proposal and the name of the individual or company on the outside, to:

**Purchasing Agent
c/o City Clerk's Office
City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021**

All Proposals are to be submitted prior to the deadline:

Wednesday, December 16, 2020 at 4 p.m.

We look forward to receiving your response.

Sincerely,

Brian S. Fairbrother
Purchasing Agent

City of Eastpointe
Request for Proposals

Managed Assigned Counsel Coordinator
Services

EP 2020 - 0006

City Council

Monique Owens, Mayor
Harvey Curley
Cardi DeMonaco, Jr.
Sarah Lucido, Mayor Pro-Tem
Sylvia Moore

City Manager

Elke Doom

The City of Eastpointe will be accepting sealed proposals for Managed Assigned Counsel Coordinator Services until:

Wednesday, December 16, 2020, at 4:00 pm.

All proposals are to be submitted prior to the deadline to be considered.

City of Eastpointe
Request for Proposals

Managed Assigned Counsel Coordinator
Services

EP 2020 - 0006

The City of Eastpointe, Michigan is distributing this Request for Proposal from the Purchasing Department through the **Michigan Intergovernmental Trade Network (MITN) through BidNet Direct at www.bidnetdirect.com**, among other sources.

In order for a Proposal to receive consideration, it must be received prior to the specified deadline date and time as indicated on the proposal form.

Proposals may be electronically submitted thru MITN, or may be mailed or hand-delivered may be mailed or hand-delivered in a sealed envelope with the name of the Proposal and the name of the individual or company on the outside, to:

Purchasing Agent
c/o City Clerk's Office
City of Eastpointe
23200 Gratiot Avenue
Eastpointe, Michigan 48021

The City reserves the right to extend the proposal deadline for its own convenience.

The City of Eastpointe reserves the right to accept any proposal, reject any and all proposals and to waive any informalities and/or to accept the proposal it considers to be in the best interest of the city.

City of Eastpointe
Formal Proposal
To
Request for Proposals
Managed Assigned Counsel Coordinator
Services
EP 2020 – 0006

Deadline: Wednesday, December 16, 2020 at 4 p.m.

BY:

Name of Submitter: _____

Mailing Address: _____

City: _____ State and Zip Code: _____

Phone Number: (_____) _____

Email Address: _____

PLEASE SIGN AND INCLUDE AS A COVER PAGE TO HARD COPY PROPOSALS:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

1. Purpose

The City of Eastpointe is accepting proposals for the role of Managed Assigned Counsel Coordinator (MAAC) for indigent defense cases at the 38th District Court. Under direction of the City Finance Director, the selected person or firm will be responsible for all administrative tasks associated with continuing compliance requirements as promulgated by the Michigan Indigent Defense Commission (MIDC).

The successful respondent will be expected to enter into a contract with, and provide proof on insurance acceptable to, the City of Eastpointe. The contract will be for a one-year period with options to renew for up to 3 additional one-year periods dependent on funding from the MIDC.

2. Background Information

In 2013, the State of Michigan adopted the Michigan Indigent Defense Commission Act (PA 93 of 2013). Among other things, the act established a commission (MIDC) to develop and adopt standards for the provision of defense services to indigent defendants. The funding units of the various district and circuit courts are charged with implementing the new standards. The City of Eastpointe is the funding unit of the 38th District Court.

In May 2017, the MIDC approved the first four standards related to the provision of indigent defense as follows:

- Standard 1: Education and Training for Defense Counsel
- Standard 2: Initial Interview
- Standard 3: Investigation and Experts
- Standard 4: Counsel at First Appearance and Other Critical Stages

Funding units were given 180 days after receiving funds from the MIDC to attain compliance with the minimum standards established by the MIDC. The City of Eastpointe's approved Compliance Plan and Budget is included as Appendix A.

In October 2020, the Department of Licensing and Regulatory Affairs (LARA) approved:

- Standard 5: Independence from Judiciary

3. Scope of Work

To comply with the above standards, the City has proposed to utilize a managed assigned counsel coordinator (MACC) service model. This model utilizes a lead attorney to coordinate the provision of services. As provided in further detail in the Job Summary included as Appendix B, the MACC's responsibilities would include:

Attorney Management:

- Recruiting attorneys to provide indigent defense services for defendants at the 38th District Court.

- Ensure that appointed attorneys meet MIDC minimum qualifications and adhere to training requirements.
- Schedule all attorneys to provide coverage for in-custody, scheduled and walk-in arraignments and appropriate misdemeanor cases on the judge's docket.
- Represent defendants for arraignment dockets as needed to fill in for absent attorneys.
- Track initial interviews between appointed attorneys and in-custody and out-of-custody defendants.
- Monitor assigned cases and evaluate performance of assigned attorneys.
- Prepare MIDC quarterly compliance reports utilizing existing templates and spread sheets.
- Review defendants' petitions for appointed counsel for accuracy and thoroughness.
- Review and approve requests for expert witnesses and investigators for reasonableness and necessity.
- Review and approve payment vouchers from attorneys, expert witnesses and investigators.
- Perform other MIDC-related tasks as needed.

Arraignments: The 38^h District Court provides in-custody, walk-in, and scheduled arraignments, and the MACC shall be responsible for maintaining an adequate "on-call" system and schedule to provide defendants with representation whenever needed.

Indigent Defense Case Management: The MACC will be responsible for assigning cases to attorneys, post-arraignment, and ensuring adequate representation for defendants.

Initial Interviews: The purpose of the initial interview is to: (1) establish the best possible relationship with the indigent client; (2) review charges; (3) determine whether a motion for pretrial release is appropriate; (4) determine the need to start-up any immediate investigations; (5) determine any immediate mental or physical health needs or need for foreign language interpreter assistance; and (6) advise that clients should not discuss the circumstances of the arrest or allegations with cellmates, law enforcement, family or anybody else without counsel present.

In-Custody: Assigned attorneys are responsible for meeting with in-custody defendants within three business days of appointment.

Out-of-Custody: The MIDC recognizes that counsel cannot ensure communication prior to court with an out of custody indigent client. For out-of-custody clients the standard instead requires the attorney to notify clients of the need for a prompt interview. Assigned attorneys must initiate contact with out-of-custody defendants within three business days of appointment.

Representation: Assigned attorneys are responsible for representing defendants at pre-trial proceedings, during plea negotiations, and at other critical stages, whether in court or out of court.

Experts and Investigators: Attorneys are responsible for submitting requests for experts and investigators to the MACC for review and approval.

The MACC shall be responsible for monitoring adherence to compliance standards and performance of assigned attorneys and for making corrections as necessary.

Administrative Duties: The MACC will be responsible for completing administrative duties related to the ongoing operation of Indigent Defense.

Recruitment and scheduling of Attorneys: The MACC is responsible for maintaining a list of selected attorneys to provide indigent defense and for ensuring those attorneys meet the minimum requirements for providing indigent defense. The MACC shall create and manage a schedule for arraignment attorneys and maintain records of each attorney's qualifications.

Reporting: The MACC shall be responsible for tracking, compiling, and reporting necessary compliance data in accordance with MIDC requirements on a quarterly basis. The content of the quarterly reports is subject to change based upon requirements from the MIDC, the State of Michigan, LARA and the City of Eastpointe.

Other Administrative duties: The MACC shall be responsible for reviewing and approving vouchers/invoices for payment to assigned attorneys, experts, and investigators. Approved vouchers shall be timely submitted to the City for processing. Other administrative duties as may be necessary to operate the indigent defense system.

4. Required Minimum Qualifications: Individuals and companies responding to this solicitation must have the following qualifications:

- Juris Doctorate degree and license to practice law in the State of Michigan.
- Member in good standing with the Michigan Bar Association.
- Valid Michigan Vehicle Operator's License.

5. Preferred Qualifications: The preferences listed below are representative of the knowledge, skills, abilities and qualifications necessary to effectively perform the essential functions of the MACC. The City, at its sole discretion, may consider alternative combinations of formal education and work experience.

- Thorough knowledge of the principles and practices of State of Michigan criminal law and public defense processes and procedures.
- Three years' experience in the practice of criminal defense or the equivalent.
- Three years' experience in the practice of indigent defense.
- Skill in assembling and analyzing data, preparing comprehensive and accurate reports, and formulating policy and service recommendations.

6. Selection Criteria and Evaluation: Responses will be evaluated and ranked by a committee based on the following criteria:

- Experience based upon the responses to the Submittal Requirements listed below in 7.
- Reputation based on references provided.
- Experience of key personnel to perform the services as outlined in the RFP.
- Demonstrated ability to meet the requirements of the RFP.

7. Submittal Requirements: Responses must be provided in the exact order as listed below. Limit the response to 10 pages if printed double-sided or 20 pages if printed single-sided. Submit one original hardcopy and two copies.

Identification Section: State the full name, address, contact person, telephone and email address for the individual or organization. If a firm, indicate the legal status (i.e. partnership, corporation, etc.) and include a name, title and signature of the person authorized to discuss the terms of this proposal.

Relevant experience: Include the individual's experience, or a brief history/overview of the organization and the services it provides, that are relevant to this contract. Provide a list of references for which you or your company has provided similar contract services.

Key project team member qualifications: Provide the key attorney(s) that will be assigned to this contract, copies of resumes, and details regarding any specialized training.

Capacity to perform full scope of services: Describe your ability to perform these services either by yourself or with additional staff attorneys.

8. City of Eastpointe Insurance Requirements: Contractors performing work for the City of Eastpointe shall provide the City with an ACORD certificate of insurance, or equivalent, evidencing coverage as outlined below. Insurance must be applicable to this contract and in force for the duration of the contract. Insurance provider must be "A" rated by the A. M. Best Company, and acceptable to the City.

1. Comprehensive General Liability including coverage for:

- a. Premises/Operations
- b. Products/Completed Operations
- c. Independent Contractors
- d. Personal Injury
- e. Contractual Liability

Limits of Liability:

Bodily Injury: \$1,000,000 per occurrence
Product/Completed Operations: \$1,000,000
Personal Injury: \$1,000,000

2. Automobile Liability including coverage for:

- a. Owned/leased vehicles
- b. Non-owned vehicles
- c. Hired vehicles

Limits of Liability:

Combined Single Limit of \$1,000,000

Comprehensive General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insured:

“The City of Eastpointe, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Eastpointe as additional insured, coverage afforded is considered to be primary and any other insurance the City of Eastpointe may have in effect shall be considered secondary and/or excess.

Thirty (30) days written, advance notice of cancellation must be furnished to the City of Eastpointe in the event of cancellation for non-payment of premium, non-renewal, reduction, and/or material change in coverage.

3. Workers Compensation Insurance

Statutory Limit: \$100,000 per occurrence

Coverage is to be maintained during the life of the contract and apply to all employees of the contractor carrying out work related to this contract.

Insurance shall comply with applicable rules and regulations of the State of Michigan.

4. Professional Liability Insurance

Statutory Limit: \$1,000,000

Certificate of Insurance is to be furnished to:

The City of Eastpointe, Attn: Finance Director
23200 Gratiot Avenue
Eastpointe, Michigan 48021

RFP APPENDIX A

**COMPLIANCE PLAN
AND
BUDGET**

Submitter Information

Funding Unit(s)/System Name: City of Eastpointe

Submitted By (include name, title, email address and phone number): Randall Blum, Finance Director, rblum@eastpointecity.org, 586-204-3040

FINAL SUBMISSION

Date: September 30, 2020

Signature: _____

Please identify the following points of contact (include name, title, email address and phone number):

Authorizing official who will sign the contract:

Elke Doom, City Manager, edoom@eastpointecity.org, 586-445-5016

Mailing address for authorizing signatory 23200 Gratiot Ave.
Eastpointe, MI 48021

Primary point of contact for implementation and reporting:

TBD, Managed Assigned Counsel Coordinator

Financial point of contact:

Randall Blum, Finance Director

Please identify any other person in the system who should receive communications from MIDC about compliance planning and reporting, including name, title, and email address:

Randall Blum, Finance Director, rblum@eastpointecity.org

Delivery System Model

What type of indigent defense delivery system do you have in 2020? (indicate all that apply):

- Public Defender Office (county employees)
- Public Defender Office (non-profit/vendor model)
- Managed Assigned Counsel System
Name of MAC Attorney Manager and P#:
- Assigned Counsel System XX
- Contract Defender System
- Other, please describe:

Are you planning to change the type of indigent defense delivery system uses?

Yes X

No

Unsure

If yes, what model do you plan to use in FY21? Managed Assigned Counsel System

Standard 1

Training of Attorneys

Number of attorneys as of October 1, 2020 - 35

Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2020 - 5

Any changes in your training plan from FY20? Yes | No

Please describe your plan, including any changes:

Any changes in your funding needs from FY20 for Standard 1? Yes | No

If yes, please describe: Macomb County has requested funding for all attorney's practicing criminal defense in any jurisdiction in Macomb County.

Standard 2

Initial Client Interviews

How and when are defense attorneys notified of new assignments?

We schedule attorneys to appear to represent defendants on a certain day and we do not appoint the attorney to the case until the pretrial. If the MACC continues the practice of scheduling attorneys for a certain day or if the MACC begins making individual case appointments, the MACC will notify the defense attorney of an appointment by email so that the attorney has ample time to comply with Standard 2.

How are you verifying that in-custody attorney client interviews occur within three business days?

The attorneys attach verification to their invoices.

How are you verifying introductory communications from the attorney with defendants who are not in custody?

Attorneys verify their compliance with Standard 2 on their invoices.

How are you compensating attorneys for initial interviews? Please provide details:
\$50 per hour, 2 hour maximum.

Any change in the initial interview procedure from your FY20 plan? Yes | No

Please describe your policy:

See above

Any change from your FY20 funding needs for initial interviews? Yes | No

Please explain:

Confidential Meeting Spaces

How many confidential meeting spaces are in the jail?

Please explain or describe: There is ample confidential meeting space in the Macomb County Jail, but we do not have the specific number of locations.

How many confidential meeting spaces are in the courthouse for *in-custody* attorney-client meetings? One

Please explain or describe:

How many confidential meeting spaces are in the courthouse for *out-of-custody* attorney-client meetings? One

Please explain or describe:

Any change from the FY20 plan for meeting spaces? Yes | No

Please explain or describe:

Any change in FY20 funding needs for meeting spaces? Yes | No

Please explain or describe:

Standard 3

Experts and Investigators

Describe your policy for attorneys to request expert witness assistance:

We do not have a written policy, but attorneys would file a motion with the court.

Any change in the process from FY20? Yes | No

If yes, please explain: Attorneys will make their requests for expert funding to the MACC. If the MACC denies a request, the attorney can file a motion with the court.

Describe your policy for attorneys to request investigative assistance:

We do not have a written policy, but attorneys would file a motion with the court.

Any change in the process from FY20? Yes | No

If yes, please explain: Attorneys will make their requests for investigator funding to the MACC. If the MACC denies a request, the attorney can file a motion with the court.

How are you tracking requests for experts and investigators by assigned counsel?

Manually.

Any change in your *funding needs* from FY20 for Standard 3? Yes | No

If yes, please explain:

Standard 4

Counsel at First Appearance and Other Critical Stages

How are you providing counsel at first appearance and all arraignments in the District Court? And in the Circuit Court (if applicable)? Please provide details:

We use arraignment attorneys.

How are you providing counsel at all other critical stages? Please provide details:

We use roster attorneys.

How are you calculating compensation for Standard 4? Please provide details:
Event based fee schedule and \$100 per hour for arraignments.

Do you have a prison in your County? No. How is counsel provided to people charged with crimes while incarcerated in the prison? Do you seek reimbursement for the cost of counsel from the Michigan Department of Corrections?

Are there any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, etc. Yes | No

Please describe how counsel is offered under these circumstances:

Will there be any change from FY20 in this process? Yes | No

If yes, please explain:

Any change from FY20 in how you are paying attorneys for Standard 4? Yes | No

If yes, please explain:

Will there be any change from FY20 in your funding needs for this standard?

Yes | No

If yes, please explain: Based on feedback received after our first submission, Eastpointe has reassessed its attorney's fee needs and has reduced the amount of funds that it is requesting.

Personnel

In the cost analysis please provide detail about all personnel employed by the funding unit. This should include DIRECT SERVICE PROVIDERS (Public Defender Chief, Deputy Chief, Assistant Defenders, and staff of the defender office employed by the system) as well as ANCILLARY STAFF (court clerks, sheriff employees, etc.)

For existing ANCILLARY STAFF are there any personnel positions/hours eliminated, reduced, or increased from FY20? Yes | No

If yes, please explain in cost analysis.

Any additional ANCILLARY STAFF positions/hours requested for FY21? Yes | No

If yes, please explain in cost analysis.

Any change from FY20 in fringe benefits? Yes | No

If yes, please explain in the cost analysis. This can include economics, cost of living increases, increased premiums, etc.

Supplies & Other

Please list any supplies or equipment requested, and provide a brief explanation of need or use in FY21.

Supplies: Miscellaneous office supplies.

Equipment:

Case-related travel expenses (please include the system's policy for reimbursement):

Reimbursement Costs for Creating Plan

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY21, if seeking reimbursement under this provision.

Are you submitting a request for reimbursement of planning costs? Yes | No

If yes, do you have receipts showing that non-funding unit employees have been paid?

Yes | No

What is the amount you are seeking in reimbursement? \$ _____

Attachments Submitted

- ✓ Have you attached your FY21 cost analysis? Yes | No
- ✓ Did you include a list of the attorneys providing services with the cost analysis template? Yes | No
- ✓ If applicable, did you attach documentation supporting reimbursement for compliance planning? Yes | No

Indigent Defense System Cost Analysis

Grant Year October 1, 2020 - September 2021

Funding Unit Name(s) Eastpointe

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
To Be Hired	Chief Accountant	520 hours x \$34/hr Portion of time spent as MIDC Coordinator	17,680.00				

Category Summary			17,680.00	0.00	0.00	0.00	17,680.00
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Personnel Jusification - List all positions to be funded by the grant budget (state grant/local share). Please * highlight all positions that are new personnel requests for FY2021 and provide justification for need.

The part-time employee who was reviewing invoices has resigned. Eastpointe believes that it will be difficult to fill the position as it was previously structured. Thus Eastpointe would like to hire a highly-skilled, full-time employee who would spend 25% of his or her time assisting the MACC with invoice/compliance review and working on a plan to either establish a PD office or collaborate with the Macomb PD office. This employee would spend 75% of his or her time working for Eastpointe on non-MIDC related tasks and projects. The coordinator will keep time logs to track the time they spend on MIDC-related tasks.

The proposed change will result in a \$2,144.83 total decrease in personnel and benefit costs from FY20.

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Sources	Total
Employee FICA	7.65%	1,352.52				
Health Incentive						
OPEB	5.00%	884.00				
Pension	10.00%	1,768.00				
Health Insurance	27.78%	4,911.50				
Dental	2.66%	470.29				
Optical						
Life Insurance						
STD Insurance						
Workerman's Compensation	1.56%	275.81				

Category Summary	54.65%	9,662.12	0.00	0.00	0.00	9,662.12
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Fringe Benefits Justification

This year's plan involves hiring a full-time employee who is dedicated to MIDC duties on a part-time basis.

Contractual

Managed Assigned Counsel Coordinator	\$100 x 650 hours	65,000.00
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The system believes that the court's interests would be best served by having a MACC or participating in a regional MACC office.

Category Summary	65,000.00	0.00	0.00	0.00	65,000.00
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Contracts for Attorneys	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
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Attorney - Private Bar	Initial Interviews & post-arraignment proceedings		185,000.00				
Attorney - Private Bar	Arraignments	\$3,500 x 52	182,000.00				

Category Summary	367,000.00	0.00	0.00	0.00	367,000.00
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Contract Attorney Justification - list all possible rate scenarios for attorney contracts that apply (i.e. hourly, event based, annual contract paid monthly) and the type work whether generally indigent defense or specific like counsel at first appearance. Please * highlight rates or attorney line requests that are a change from your FY20 approved contract and contract rates. *

In 2019, the 38th District Court had 3,369 new misdemeanor cases and 5,952 total misdemeanor cases. Roster attorneys handle the vast majority of the cases where a defendant has not waived counsel. We estimate that roster attorneys will handle 1,480 cases in FY2021 with an estimated case cost of \$125 per case.

Because the court handles arraignments throughout the day, the CAFA cost is \$3,500 per week.

Contracts for Experts and Investigators	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
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Experts		MIDC rate	5,500.00				
Investigator		MIDC rate	4,500.00				

Category Summary	10,000.00	0.00	0.00	0.00	10,000.00
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Experts and Investigators Justification - Provide explanation and justification if there are changes to the requested amounts for experts and investigators from the FY20 approved contract along with an explanation if requesting to adjust the rates from your FY20's approved contract rates.

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
-------------------------------------	-------------------	-------------	-------	-------------	-------------	-----------------------	-------

Category Summary	0.00	0.00	0.00	0.00	0.00
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Construction Project Justification - Provide as much detail as possible for the requested construction project identifying the need for the construction project, the component costs if possible, whether an estimate or if you were provided a documented quote. Attach a separate document if needed. Please attach the quote to the submission of the application.

Contracts Other	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
-----------------	-------------------	-------------	-------	-------------	-------------	-----------------------	-------

Category Summary	0.00	0.00	0.00	0.00	0.00
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Contracts Other Justification - Provide justification for all other contract costs associated with the local indigent defense system with a * highlight to new request for FY21.

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
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Category Summary	0.00	0.00	0.00	0.00	0.00
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Equipment Justification - Provide justification for new equipment requests for FY21.

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
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Macomb Plan

0.00

Category Summary	0.00	0.00	0.00	0.00	0.00
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Training and Travel Justification - Provide travel and training justification and *highlight new or changed requests for FY21.

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
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Supplies/Services			500.00				
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Category Summary	500.00	0.00	0.00	0.00	500.00
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Supplies Justification - Provide justification for supplies requests and *highlight new or changed requests for FY21.

Budget Total	469,842.12	0.00	0.00	0.00	469,842.12
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RFP APPENDIX B

JOB SUMMARY

JOB SUMMARY

POSITION TITLE: Managed Assigned Counsel Coordinator

PAY: \$100 per hour, up to 50 hours per month

STATUS: At-Will Independent Contractor

JOB SUMMARY:

This is a grant funded position. The Managed Assigned Counsel Coordinator (MACC) independently performs a variety of complex administrative task according to established policies and procedures consistent with Michigan Indigent Defense Act and MIDC standards relating to court-appointed indigent defense.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Coordinates compliance for the Court's indigent criminal defense operations, including budgeting, planning and general administrative functions. Provides the Court, the City Finance Director and Funding Units with ongoing reports regarding caseload, legal resources and costs.
- Completes timely and accurate reports on the indigent defense system including, but not limited to, Compliance Plan Progress Reports, Financial Status Reports, and others as required.
- Coordinates court-appointed attorney appointments and / or payments in Circuit Court and District Court cases with relation to MIDC Standards.
- Manages the MIDC attorney roster and addresses concerns as they arise.
- Makes attorney appointments when in need for a criminal case.
- Approves requests for experts and investigators.
- Monitors the MIDC budget.
- Drafts and submits MIDC reports.
- Reviews attorney invoices.
- May provide representation services to indigent defendants.
- Tracks initial interviews as well as additional MIDC tracking requirements, as needed.
- Effectively communicates with the court-appointed attorneys to ensure understanding of processes and responsibilities of their duties, including training requirements.
- Manages the attorney roster and addresses concerns about attorneys; recruit new attorneys for the attorney rosters.
- Maintains the managed assigned counsel list, along with tracking required training for each of the court-appointed attorneys.

- Coordinates with courts, jails and others, as necessary, to track required data for compliance, including, but not limited to, number of arraignments, pleas, dismissals, new filings, investigators utilized, experts retained, etc.
- Other duties as assigned.
- Assist the Funding Unit with approved MIDC grant-funded purchases, following the appropriate state and local procurement guidelines.

The list of duties above is intended to outline / describe the general nature and level of work being performed by the individual assigned to this classification. It is not an exhaustive list of all job duties performed.

EXPERIENCE, SKILLS AND EDUCATION:

- A Juris Doctorate degree and be a member in good standing with the Michigan Bar Association.
- Five years' experience practicing criminal law in district courts.
- Knowledge of laws, legal codes, court procedures, precedents, legal practices and documents used and processed in the Circuit Court or District Court preferred.
- Deals calmly and effectively with high stress situations (for example, tight deadlines, hostile individuals, emergency situations).
- Writing, reading, mathematical principles; proficient computer skills: Microsoft Office Suite, Outlook; exercise sound judgment and decision making in accordance with policies and procedures; ability to research and problem solve independently; knowledge of Court operations and functions; ability to prioritize and time manage; handle stressful situations, provided effective and friendly customer service; ability to think critically where necessary.
- Knowledge or understanding of basic administrative tasks; operate standard office equipment; document management; prepare and maintain records, various correspondences and reports; answer general inquiries and refer as necessary; answer telephone calls, prepare meeting agendas, attend / arrange meetings as necessary. Ability to communicate effectively and efficiently with management, co-workers and clients; obtain and communicate accurate information; apply common sense understanding to complex instructions and respond accordingly; communicate complex ideas through graphs, charts, presentations, reports or other professional correspondence.
- A valid Michigan Drivers' License.

ESSENTIAL ABILITIES:

- Must be extremely organized and efficient, with the ability to multi-task.
- Ability to demonstrate predictable, reliable and timely attendance.
- Ability to read, write and communicate in English; follow written and verbal instructions and understand basic mathematics and figure checking.
- Ability to interpret and apply procedures, rules, technical information, instructions and manuals to complete tasks accurately and on schedule.

- Ability to learn from directions, observations and mistakes; and apply procedures using good judgment.
- Ability to use discretion and maintain sensitive and confidential information.
- Ability to work independently or as part of a team; ability to interact appropriately with others such as local officials, employees, vendors and the general public.
- Ability to work under supervision, receiving instructions / feedback, coaching / counseling, and / or action / discipline.
- Adaptability to change in the work environment, managing competing demands and ability to deal with frequent changes, delays or unexpected events.
- Knowledge of principles and processes for providing customer and personal services including customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Proficient skills using Microsoft Office programs including, but not limited to, Word, Excel, Access and Outlook as required.

PHYSICAL REQUIREMENTS AND WORKING CONDITIONS:

The physical demands described here are representative of those that must be met by a contract employee to successfully perform the essential functions of this job with or without accommodations. Reasonable accommodations will be made to enable individuals with disabilities to perform the essential functions.

While performing duties of this job, the employee is regularly required to:

- Speak to others to convey information effectively.
- Read, interpret and understand procedures, rules, technical information, instructions and manuals.
- Hear and understand information presented through spoken words and sentences.
- Specific vision requirement includes close vision, distance vision, color and depth perception.
- Use hands to operate a computer, handle materials and operate equipment.
- Push or pull carts, reach with hands and arms forward, above and below shoulder level.
- Lift, move or carry objects, equipment and supplies weighing up to 25 pounds.
- Sit, bend, stoop, crouch, crawl and kneel in an ergonomically-correct manner.
- Stand and walk, climb stairs

Disclaimer: The statements in this job description are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not to be construed as an exhaustive list of all job requirements or duties performed.

SUPERVISION RECEIVED:

Work is performed under the direct supervision of the City Finance Director.

RFP APPENDIX C

PROPOSED AGREEMENT

**CITY OF EASTPOINTE AGREEMENT
FOR MANAGED ASSIGNED COUNSEL COORDINATOR SERVICES**

This Agreement entered into as of this ____ day of _____, 2020, by and between the CITY OF EASTPOINTE, a municipal corporation, ("City") and _____, a Michigan corporation, located at _____, ("Consultant").

WITNESSETH:

Whereas, the City desires to engage the Consultant to render certain services ("Services") as more particularly described in the City's Request for Proposal, incorporated herein by reference as Exhibit A and made a part of this Agreement.

Whereas, the Consultant submitted its proposal to perform the Services, incorporated herein as Exhibit B and made a part of this Agreement;

Whereas, the Consultant represents that it is able to provide qualified personnel and the necessary expertise to perform the Services in a manner which is responsive to the City's needs in all respects.

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public. The parties hereto agree as follows:

1. SCOPE OF WORK

1.01: The Consultant shall carry out and perform the Services as more particularly set forth in Exhibits A and B. In the event there is any inconsistency between the terms of this Agreement, Exhibit A, and/or Exhibit B, the terms and conditions of this Agreement and Exhibit A shall take priority and shall govern.

1.02: The Services shall be carried out in a timely, professional and proper manner by the Consultant.

1.03: The Consultant hereby expressly acknowledges and covenants that it is obligated and liable to the City for the proper performance of all Services as set forth in this Agreement.

2. AGREEMENT TERM

2.01: This Agreement shall be effective for a one (1) year period.

2.02: Upon the mutual agreement of the parties this Agreement may be extended annually for up to 3 additional one (1) year periods on the same terms and conditions contained herein with the exception of price. The rates to be charged for the performance

of the Services upon any extension pursuant to this Section 2.02 shall be as mutually agreed upon by the Parties and approved by the Finance Director.

3. PERSONNEL AND ADMINISTRATION

3.01: To provide for the proper performance of the Services, the Consultant states that all of its personnel assigned to perform the Services are fully qualified and authorized to perform such Services.

3.02: The relationship of the Consultant to the City is, and shall continue to be, that of an independent Consultant, and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to any party or any party's agent or employee with respect to the City as a result of the performance of this Contract.

4. COMPENSATION

4.01: The City agrees to pay to the Consultant for the complete and proper performance of the Services in accordance with the Compliance Plan and Budget in Appendix A of the Request for Proposals. The Consultant will be compensated \$100 per hour, up to 50 hours per month.

5. METHOD OF PAYMENT

5.01: Payment for the proper performance of the Services shall be commensurate with the scheduled progress of the work and shall be contingent upon receipt by the City of an invoice for payment. The Invoice shall certify the total cost of the Services rendered, and shall itemize in detail the amounts claimed. This Section 5.0 is limited by the provisions of Section 4.01 with regard to the maximum sum payable.

5.02: Invoices shall be directed to the Finance Director, City of Eastpointe, 23200 Gratiot Avenue, Eastpointe, Michigan 48021.

5.03: Any work which is done by the Consultant outside the scope of the Services hereunder, unless it has been expressly authorized by the City in writing, or any extra work done without the written authorization of the City, will be considered unauthorized and done at the sole expense of the Consultant and no payment will be made for it by the City nor shall the City liable to the Consultant for any payment therefore.

5.04: The City shall have the right to review and audit all accounts chargeable against the City. Pursuant hereto, the City shall have the right to examine and audit all books, records, documents and other such supporting data of the Consultant as the City may deem necessary which will permit adequate evaluation of the invoicing data submitted by the Consultant.

6. INDEMNITY

6.01: The Consultant agrees to hold harmless the City of Eastpointe and its agents and employees, against and from liabilities, obligations, claims, costs, and expenses (including without limitation, fees and expenses of attorneys and court costs) which may be imposed upon, incurred by or asserted against the City of Eastpointe, its agents and/or employees, as a result of, and to the extent of, the Consultant's and/or its employees', personnel', or agents' negligent professional act, error or omission in the performance of the Services hereunder or breach of this Agreement, or any claim for any infringement upon any patent, copyright, trade secret, or trademark resulting from the performance of the Services.

6.02: In the event that any action or proceeding arising out of such liabilities, obligations, and claims as set forth in Section 6.01 shall be brought against the City of Eastpointe, or its agents, officers or employees, by reason of any claim covered hereunder, the Consultant will, at its sole cost and expense, resist or defend the same.

6.03: These indemnification provisions shall survive the expiration or termination of this Agreement.

7. INSURANCE

7.01: The Consultant shall maintain at its expense during the term of this Agreement the following insurance:

- a. Workers' compensation insurance for its employees which meets Michigan statutory requirements and employer's liability insurance with a minimum limit of \$100,000 per occurrence;
- b. Professional liability insurance; with minimum limits of \$1,000,000;
- c. Comprehensive general liability insurance with minimum limits of \$1,000,000 combined single limit, each occurrence, for bodily injury and property damage.
- d. Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each occurrence, for bodily injury and property damage.

7.02: All policies shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be cancelled or reduced without at least 20 days prior notice to the City.

8. TERMINATION/COMPLETION

8.01: The City may terminate this Agreement without cause for any reason at any time by giving written notice to the Consultant for such termination, specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. If the Agreement is so terminated, the City shall pay the Consultant such amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement, less payments of compensation previously made for Services rendered prior to termination, (not to exceed the maximum compensation as set forth in Section 4.01 hereof), which payment shall constitute full and complete payment and satisfaction under the Agreement.

8.02: The City may terminate this Agreement for cause on twenty-four (24) hours' notice. Any breach of the covenants and terms contained in this Agreement, as determined by the City, may constitute grounds for termination for cause. The Consultant shall remain liable to the City for damages sustained by the City proximately resulting from the Consultant's breach or any reasonable costs the City incurs enforcing this Agreement. The City may withhold any payment(s) to the Consultant for purposes of set-off until such time as the exact amount of damages due the City from the Consultant has been determined by law or equity; provided, the City shall have the obligation to make timely payments to the Consultant of any amounts which are not in dispute. It is expressly understood that the Consultant will remain liable for any damages the City may sustain in any set-off.

8.03: Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies, data, studies, surveys, drawings, maps, models, photographs, files, supplies, notes, reports or other materials ("Work Product") prepared by the Consultant under this Agreement shall become the property of the City, and shall promptly be delivered to the City, upon the City's request therefore.

The intellectual property rights specifically developed for this project shall belong to the City. No reports, maps or other documents specifically developed for this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

9. ASSIGNMENT/CONTRACTING

9.01: The Consultant shall not assign nor encumber directly or indirectly any interest whatsoever in this Agreement and shall not transfer any interest in same without the prior written approval of the City.

9.02: None of the services hereunder shall be subcontracted without the prior written approval of the City. Such approval shall not constitute a basis for privity between the City and the sub-consultant. The Consultant agrees to indemnify the City from and against any such claims initiated pursuant to any subcontract the Consultant enters into in the performance of this Agreement.

10. COMPLIANCE WITH LAWS

10.01: In the performance of this Agreement, the Consultant shall comply with all applicable laws, regulations, ordinances, and codes whether or not such laws, regulations, ordinances and codes are specifically mentioned herein, and the Consultant shall hold the City harmless with respect to any claim or liability arising from any violation of the same by the consultant.

11. FAIR EMPLOYMENT PRACTICES

11.01: In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunity, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, the Consultant agrees that it will not discriminate against any person, employee, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of a particular job or position.

12. MISCELLANEOUS

12.01: No failure by the City or the Consultant to insist upon the strict performance of any covenant, term or condition of this Consultant to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. This Agreement shall be governed by the laws of the State of Michigan.

12.02: If any provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.03: Unless the context expressly requires otherwise, the words "herein", "hereof" and "hereunder" and other words of similar import, refer to this Agreement as a whole and not to any particular article or section.

12.04: The headings of the Sections in this Agreement are for convenience only and shall not be used to construe, interpret, or limit the scope or the intent of this Agreement or in any way affect the same.

12.05: It is understood and agreed that during the term of this Agreement the City may contract with other firms providing the same or similar services as are the subject of this Agreement and the Consultant's obligations contained herein shall not be affected in any manner thereby.

12.06: In order that the Consultant may effectively fulfill its covenants and obligations under this Agreement, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Consultant. Since it is difficult to separate confidential and propriety information from that which is not, the Consultant shall consider and shall instruct its employees and agents to regard all information and data gained by each such person as a result of the Services to be performed hereunder as information which is proprietary to the City and not to be disclosed to any organization or individual without the prior written consent of the City. The Consultant agrees to take appropriate action with respect to its employees and agents to ensure that the obligations of non-use and non-disclosure of confidential information of this Agreement are fully satisfied.

WHEREOF the City and the Consultant, by and through the duly authorized officers and representatives, have executed this Agreement as of the date first above written.

Date: _____

Consultant

BY: _____

ITS: _____

STATE OF MICHIGAN)

) SS:

COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by _____.

Notary Public,
_____ County, Michigan.

My Comm. Exp.: _____
Acting in Macomb County,

WHEREOF the City and the Consultant, by and through the duly authorized officers and representatives, have executed this Agreement as of the date first above written.

City of Eastpointe

Date: _____

Elke Doom, City Manager

STATE OF MICHIGAN)
) SS:
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Elke Doom, City Clerk, City of Eastpointe, a Michigan municipal corporation.

Notary Public,
_____ County, Michigan.
My Comm. Exp.: _____
Acting in Macomb County,

Date: _____

Randall Blum, Finance Director

STATE OF MICHIGAN)
) SS:
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Randall Blum, Finance Director, City of Eastpointe, a Michigan municipal corporation.

Notary Public,
_____ County, Michigan.
My Comm. Exp.: _____
Acting in Macomb County,

EXHIBIT A

REQUEST FOR PROPOSAL

EXHIBIT B

CONTRACTOR'S PROPOSAL

Identification	General Experience	MACC / MIDC and Indigent Defense Experience	Key Qualifications	Capacity	Interview Score 1	Interview Score 2	Interview Score 3	Interview Score 4	Average Score(s)
<i>Grillo Law, PLLC</i> Tanya Grillo	<ul style="list-style-type: none"> • Criminal defense focus, 11 yrs. 	<ul style="list-style-type: none"> • Indigent Defense Counsel, Macomb County Felony, Macomb District Courts, Oakland District Courts • Developed arraignment process in Macomb County jail • MACC for Southfield 	<ul style="list-style-type: none"> • MIDC Regional Manager, 2 yrs. • Created proposal and agreements for Sterling Heights MACC • Eastpointe experience 	<ul style="list-style-type: none"> • 1 attorney • 1 other city • Ability for remote management • Will adjust insurance coverage 	5	4.6	4	5	4.7
Dana Freers	<ul style="list-style-type: none"> • Criminal defense, 16 yrs. • Board memberships, local and Macomb County 	<ul style="list-style-type: none"> • Member of indigent defense task force, Macomb County 	<ul style="list-style-type: none"> • Has presented on MIDC topics • Eastpointe was first city to comply with Standard 4 • Would use technology, implement system of appointing and auditing attorneys for compliance • Eastpointe experience 	<ul style="list-style-type: none"> • 1 attorney • No other cities 	4	4.2	4.5	3.5	4.1

<p><i>Mihelich & Kavanaugh PLC</i> Michael Kavanaugh</p> <p>Mark Vrana</p>	<ul style="list-style-type: none"> • Both have criminal defense experience • Both on 38th District Court appointed list 	<ul style="list-style-type: none"> • None noted 		<ul style="list-style-type: none"> • Two attorneys assigned to contract, with 8 others available • <i>[Noted legal assistants and staff]</i> • Will amend insurance requirements 	4.5	4.3	3.5	4	4.1
<p>Karolyn Miller</p> <p>John Angott</p>	<ul style="list-style-type: none"> • Oakland County Prosecutor, 12 yrs. • City Attorney, 2 yrs. • Board memberships • Oakland County Prosecutor, 4 yrs. 	<ul style="list-style-type: none"> • Ferndale, Oak Park MACC • First MACC in Oakland County, 2018 • Royal Oak MACC, 1 ½ yrs. • Indigent defense, 15 yrs. 	<ul style="list-style-type: none"> • Developed MIDC protocol re Sling scheduling software • Created documentation for MIDC compliance • 2 MIDC conferences • Will develop ‘on call’ coverage system • Will create software system to appoint attorneys 	<ul style="list-style-type: none"> • 2 attorneys • 3 other cities • Do not use staff 	4	4	3.5	3	3.6

<p><i>Garrison Law, PC</i> Trevor Garrison</p> <p>Anlyn Addis</p>	<ul style="list-style-type: none"> • Both have criminal defense experience • Pro bono work 	<ul style="list-style-type: none"> • Implemented court appointed counsel program, Berkeley 	<ul style="list-style-type: none"> • Have cloud-based software systems to support, manage the project • Offer satellite space for client meetings • Noted budget constraints for additional client meetings • Planning for Standards 6, 7 & 8 	<ul style="list-style-type: none"> • 2 attorneys • [<i>Noted paralegal, office manager</i>] • Will adjust insurance coverage 	<p>3.5</p>	<p>3.9</p>	<p>3.0</p>	<p>3.5</p>	<p>3.5</p>
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PAYROLLS TO BE APPROVED AT COUNCIL MEETING February 16, 2021

<u>DEPARTMENT</u>	<u>GENERAL FUND</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
Legislative	\$ 2,114.25	\$ -	\$ 2,114.25
Court	\$ 30,089.41	\$ -	\$ 30,089.41
Administration	\$ 29,921.11	\$ -	\$ 29,921.11
Police	\$ 156,291.85	\$ -	\$ 156,291.85
Fire	\$ 80,158.13	\$ -	\$ 80,158.13
Inspection	\$ 18,790.48	\$ -	\$ 18,790.48
Public Works	\$ -	\$ -	\$ -
Parks	\$ 2,362.37	\$ -	\$ 2,362.37
DDA/Econ Devel	\$ 3,080.52	\$ -	\$ 3,080.52
Water/Sewer	\$ -	\$ 28,381.05	\$ 28,381.05
Roads	\$ -	\$ 9,750.44	\$ 9,750.44
Sidewalks	\$ -	\$ 1,728.85	\$ 1,728.85
Rubbish	\$ -	\$ 2,395.15	\$ 2,395.15
Motorpool	\$ -	\$ 4,855.69	\$ 4,855.69
Library	\$ -	\$ 14,977.87	\$ 14,977.87
Total	\$ 322,808.12	\$ 62,089.05	\$ 384,897.17
			\$ 62,904.36
			\$ 447,801.53

City's portion of Social Security, Medicare, 401(a) & MERS

TOTAL PAYROLL EXPENSE

To the best of my knowledge and belief the foregoing payrolls are valid obligations of the City of Eastpointe and are due and payable.

FINANCE DIRECTOR

CITY MANAGER

The foregoing payrolls were duly approved for payment at the regular meeting of the City Council of the City of Eastpointe on February 16, 2021.

MAYOR

SUMMARY OF BILLS TO BE APPROVED AT COUNCIL ON FEBRUARY 16, 2021

FUND		BILLS	
728	DEATH BENEFIT	\$	-
731	PENSION	\$	-
737	RETIREE HEALTH CARE	\$	126,877.06
TOTAL ALL PAYABLES		\$	126,877.06

To the best of my knowledge and belief the foregoing bills are valid obligations of the City of Eastpointe.

FINANCE DIRECTOR

CITY MANAGER

The foregoing bills were duly approved for payment at the regular meeting of the City Council of the City of Eastpointe on February 16, 2021

MAYOR

SUMMARY OF BILLS TO BE APPROVED AT COUNCIL ON FEBRUARY 16, 2021

FUND	BILLS
101 GENERAL	\$ 312,189.71
202 MAJOR STREETS	\$ 52,449.21
203 LOCAL STREETS	\$ 45,973.62
219 STREET LIGHTING FUND	\$ 27,905.64
248 DOWNTOWN DEVELOPMENT AUTHORITY	\$ 3,093.29
260 INDIGENT DEFENSE FUND	\$ 13,262.50
265 DRUG LAW ENFORCEMENT FUND	\$ 2,169.59
271 LIBRARY	\$ 35,997.53
396 CHAP 20 DRAIN MAINTENANCE FUND	\$ 77,545.44
401 CAPITAL IMPROVEMENT	\$ 106.19
405 TAX REVERSION FUND	\$ 4,663.59
517 SANITARY LANDFILL	\$ -
592 WATER SEWER	\$ 1,127,793.56
601 MOTOR POOL	\$ 13,231.61
701 GENERAL AGENCY FUND	\$ 400.00
703 CURRENT TAX COLLECTION FUND	\$ 506,354.10
750 IMPREST PAYROLL FUND	\$ 27,510.49
TOTAL ALL PAYABLES	\$ 2,250,646.07

To the best of my knowledge and belief the foregoing bills are valid obligations of the City of Eastpointe.

FINANCE DIRECTOR

CITY MANAGER

The foregoing bills were duly approved for payment at the regular meeting of the City Council of the City of Eastpointe on February 16, 2021.

MAYOR

CITY OF EASTPOINTE

PENSION CHECK REGISTER

FEBRUARY 2, 2021 - FEBRUARY 16, 2021

CHECK	VENDOR	DESCRIPTION	AMOUNT
EFT	BLUE CROSS BLUE SHIELD OF MI	MONTHLY PREMIUMS	<u>126,877.06</u>
		TOTAL PAYABLES	<u>126,877.06</u>

CITY OF EASTPONTE

CHECK REGISTER

FEBRUARY 2, 2021 - FEBRUARY 16, 2021

CHECK	VENDOR	DESCRIPTION	AMOUNT
125350	BULLSEYE TELECOM INC	MONTHLY UTILITIES	1,371.79
125351	COMCAST	MONTHLY UTILITIES - CITY HALL / COUNCIL / DPW / FIRE / LIBRARY / POLICE	5,569.95
125352	COMCAST BUSINESS COMMUNICATIONS	MONTHLY UTILITIES - POLICE / WATER	424.95
125353	CONSORT DISPLAY GROUP	DIGITAL MARINE ACRYLIC BANNER - ELECTIONS	6,129.42
125354	CONSUMERS ENERGY	MONTHLY UTILITIES	215.61
125355	HARTFORD LIFE & ACCIDENT INSURANCE	INSURANCE PREMIUMS	4,730.41
125356	KONICA MINOLTA PREMIER FINANCE	FOLDER/STUFFER MACHINE LEASE	395.44
125357	SPRINT	MONTHLY UTILITIES - DPW	1,639.84
125358	T-MOBILE	MONTHLY UTILITIES	449.67
125359	WOW BUSINESS	MONTHLY UTILITIES - PATRIOT BUILDING	91.65
125360	COMCAST BUSINESS COMMUNICATIONS	MONTHLY UTILITIES - COURT / LIBRARY	792.62
125361	DTE ENERGY	MONTHLY STREET LIGHTING SERVICES	32,410.35
125362	KONICA MINOLTA PREMIER FINANCE	MONTHLY COPIER LEASE PAYMENT	1,656.23
125363	WOW BUSINESS	MONTHLY UTILITIES - CITY HALL / DOG PARK	126.26
125364	ACTION MAT & TOWEL RENTAL LTD	MONTHLY MAT RENTAL - CITY HALL / LIBRARY / WATER	355.50
125365	AFLAC	IMPREST PAYROLL FUND	1,593.30
125366	INCIDENT MANAGEMENT TEAM	CRISIS RESPONSE TEAM	8,337.00

125367	ALLIE BROTHERS INC	UNIFORMS - FIRE	264.95
125368	ANDERSON ECKSTEIN & WESTRICK INC	2021 WATERMAIN REPLACEMENT PROJECT, 9 MILE RECONSTRUCTION - WCL TO GRATIOT, 2020 RESURFACING PROJECT, DONALD WATER MAIN REPLACEMENT, 2018 CATCH BASIN REHAB/REPLACEMENT, 9 MILE TRAFFIC SIGNAL MODERNIZATION, 10 MILE TRAFFIC SIGNAL MODERNIZATION, 2018 MISC STREET REPAIR PROGRAM, 2020 SANITARY SEWER CCTV INVESTIGATION, ROXANA PARK IMPROVEMENTS - PHASE 2	174,543.77
125369	ANYTIME PLUMBING INC	PLUMBING REPAIRS - FIRE	167.95
125370	APOLLO HEATING & COOLING	PERMIT FEE REFUND	33.00
125371	AUTOZONE INC	MISC AUTO SUPPLIES - DPW	1,845.99
125372	BAKER & TAYLOR ENTERTAINMENT	BOOKS - LIBRARY	6,978.08
125373	THE BANK OF NEW YORK MELLON, NA	CLEAN WATER PROGRAM	219,921.81
125374	BEAN BROTHERS TROPHY & AWARD CO	NAMEPLATE FOR NEW PLANNING COMMISSION MEMBER	13.00
125375	STEPHEN BECKER	COURT APPOINTED ATTORNEY	200.00
125376	BELFOR PROPERTY RESTORATION	TEMPORARY FENCING FOR TRENCH COLLAPSE	3,210.04
125377	BIG DADDY GAMES LLC	PERMIT FEE REFUND	75.00
125378	BLACKSTONE PUBLISHING	AUDIO BOOKS - LIBRARY	494.36
125379	BOMMARITO LAW PLLC	COURT APPOINTED ATTORNEY	400.00
125380	THE BOOK FARM	BOOKS - LIBRARY	723.67
125381	BS & A SOFTWARE	ANNUAL SERVICE & SUPPORT CONTRACTS FOR PERMIT APPLICATIONS, HUMAN RESOURCES, TIME SHEETS & ONLINE SERVICES	14,785.00
125382	C&G PUBLISHING INC	EMPLOYMENT POSTINGS	663.03
125383	CANFIELD EQUIPMENT SERVICE INC	CAR REPAIRS & INSTALLATIONS - POLICE	1,535.38
125384	CANU TORRICE LAW PLLC	COURT APPOINTED ATTORNEY	2,000.00

125385	MATTHEW R CAPONE PLC	COURT APPOINTED ATTORNEY	100.00
125386	CAVENDISH SQUARE PUBLISHING	BOOKS - LIBRARY	195.54
125387	CDW GOVERNMENT LLC	IT EQUIPMENT - CITY HALL / POLICE / WATER	7,556.38
125388	CHARLES PUGH CO., INC	CASH BOND REFUND	200.00
125389	AVIS CHOULAGH LAW PLLC	COURT APPOINTED ATTORNEY	1,375.00
125390	CHRISTOPHER ANDERSON	REFUND WATER OVERPAYMENT	35.66
125391	CITY OF ROSEVILLE	WATER MAIN BREAK REPAIR ASSISTANCE	3,728.75
125392	COMCAST	MONTHLY UTILITIES - COURT	1,024.25
125393	COMCAST BUSINESS COMMUNICATIONS	MONTHLY UTILITIES - POLICE	31.68
125394	CONGRESSIONAL DIGEST CORP	SUBSCRIPTION RENEWAL - LIBRARY	425.00
125395	CONSUMERS ENERGY	MONTHLY UTILITIES	5,459.94
125396	CONTRACTORS CLOTHING COMPANY	CODE ENFORCEMENT CARHARTT JACKETS & UNIFORMS PER CONTRACT- DPW	8,630.96
125397	CONTRACTORS CONNECTION INC	BLUE FLAGS & GLOVES - WATER	845.00
125398	COSTAR REALTY INFORMATION INC	SOFTWARE COMMERCIAL REAL ESTATE - ASSESSING	395.00
125399	COVERTTRACK GROUP INC	TRACKING DEVICE - POLICE	1,710.00
125400	DEMCO INC	MISC PROCESSING SUPPLIES - LIBRARY	145.29
125401	DERONNE HARDWARE INC	MISC HARDWARE SUPPLIES - DPW	89.63
125402	DETROIT PIT CREW DOG RESCUE	BOARDING & VET CARE - POLICE	2,832.00
125403	DETROIT SALT COMPANY LLC	SALT	14,709.31
125404	DOXIM	PRINTING & MAILING OF WATER BILLS	6,892.63
125405	CITY OF EASTPOINTE (TAX BILL)	WINTER 2020 TAXES - CITY OWNED PROPERTIES	2,461.22
125406	EASTPOINTE WATER DEPARTMENT	MONTHLY UTILITIES	4,973.17

125407	EMPCO INC	LIEUTENANT EXAMS - POLICE	1,925.53
125408	FEMMININEO ATTORNEYS PLLC	COURT APPOINTED ATTORNEY	1,425.00
125409	FERGUSON ENTERPRISES INC	CLEANING AND MAINTENANCE SUPPLIES - LIBRARY	75.00
125410	FERGUSON ENTERPRISES INC	OPERATING SUPPLIES/SLAP SUPPLIES - WATER	2,242.45
125411	DANA FREERS	COURT APPOINTED ATTORNEY	125.00
125412	GALE	LARGE PRINT BOOKS - LIBRARY	108.71
125413	GEMINI FORMS & SYSTEMS	YEAR END TAX FORMS - FINANCE	427.54
125414	JOHN E F GERLACH PC	COURT APPOINTED ATTORNEY	1,025.00
125415	GREAT LAKES PEST CONTROL CO INC	PEST CONTROL SERVICES - LIBRARY	60.00
125416	GREAT LAKES WATER AUTHORITY	WATER PURCHASE	129,208.10
125417	GUNN ENTERPRISES INC	CAR WASHES - BUILDING	172.00
125418	H2O COMPLIANCE SERVICES INC	CROSS CONNECTION PROGRAM - WATER	1,312.50
125419	HOME DEPOT CREDIT SERVICES	FIBERBOARD & PAPER TOWELS - COURT / WATER	59.49
125420	IHRIE O BRIEN	CITY ATTORNEY SERVICES	15,774.90
125421	J J MICH INC	WATER MAIN BREAK REPAIRS	35,337.00
125422	JOE JOHNSON	REFUND WATER OVERPAYMENT	8,613.00
125423	LAW OFFICE OF JOSH JONES PLLC	COURT APPOINTED ATTORNEY	600.00
125424	WILLIAM F JURCZAK	COURT APPOINTED ATTORNEY	300.00
125425	K&K MAINTENANCE SUPPLY INC	CLEANING SUPPLIES - FIRE	758.85
125426	KEIPER MECHANICAL	PERMIT FEE REFUND	11.50
125427	DAVID ROBERT KIRWIN	LAND-EFC-SALES MAPS - ASSESSING	400.00
125428	KONICA MINOLTA	MONTHLY COPIER & MAINTENANCE CHARGES - CITY HALL	394.44

125429	MARISSA KULCSAR	COURT APPOINTED ATTORNEY	675.00
125430	KUTCHEY FAMILY FARM	DDA FLOWERS	2,434.00
125431	MATTHEW A LICATA	COURT APPOINTED ATTORNEY	4,562.50
125432	LINCOLN BRAZIEL	CASH BOND REFUND	200.00
125433	LITHO PRINTING SERVICE INC	BUSINESS CARDS, PRISONER INFORMATION FORMS, ENVELOPES, LETTERHEAD & COMPLAINT SLIPS - CITY HALL / POLICE	1,195.00
125434	MACOMB COMMUNITY COLLEGE (SEMINARS)	NFPA FIRE INSPECTOR II CLASS - FIRE	350.00
125435	MACOMB COUNTY DEPARTMENT OF ROADS	TRAFFIC SIGNAL MAINTENANCE	743.26
125436	MACOMB COUNTY FINANCE OFFICE	ANIMAL CONTROL IMPOUNDS	863.08
125437	MACOMB COUNTY PUBLIC WORKS	8.5 MILE RELIEF DRAIN BONDS & LAKE ST CLAIR CLEAN WATER INITIATIVE	77,545.44
125438	MACOMB DAILY	SUBSCRIPTION RENEWAL - LIBRARY	695.60
125439	MCCOY MAINTENANCE INC	MONTHLY CLEANING SERVICE & EXTRA COVID CLEANING - POLICE	3,150.00
125440	MCKENNA ASSOCIATES, INC	PLANNING & ZONING SERVICES	2,020.00
125441	MI MUNICIPAL LEAGUE MML	WORKERS COMP DISTRIBUTION	66,191.00
125442	THE MICHIGAN CHRONICLE	EMPLOYMENT POSTINGS	264.00
125443	MICHIGAN OFFICE SOLUTIONS	COPIER METER CHARGES - LIBRARY	561.77
125444	MICHIGAN RECREATIONAL CONSTRUCTION	GOETZ PARK IMPROVEMENTS	27,814.60
125445	MIDDLETON AUTO PARTS	VEHICLE REPAIRS - POLICE	2,347.00
125446	MIDWEST TAPE	MUSIC CDS - LIBRARY	32.98
125447	MIHELICH & KAVANAUGH PLC	COURT APPOINTED ATTORNEY	325.00
125448	MOORE BROTHERS PLUMBING,	PERMIT FEE REFUND	38.00
125449	NBC TRUCK EQUIPMENT INC	VEHICLE PARTS - DPW	2,510.99
125450	NICHOLS PAPER & SUPPLY	JANITORIAL AND CLEANING SUPPLIES - POLICE	1,910.10

125451	NOVA ENVIRONMENTAL INC	AIR MONITORING AT MEMORIAL PARK CONCESSION STAND - PARKS	640.00
125452	OCCUPATIONAL HEALTH CENTERS OF MI	NEW HIRE PHYSICALS	625.00
125453	OFFICE DEPOT BSD	MISC OFFICE SUPPLIES - CITY HALL / FIRE / LIBRARY / WATER	2,774.77
125454	ON DUTY GEAR LLC	BADGES - POLICE	850.00
125455	RKA PETROLEUM COS INC	GASOLINE & DIESEL	9,734.96
125456	SAMS CLUB DIRECT	SHELVING FOR PROPERTY ROOM - POLICE	179.96
125457	SKYLINE ELECTRICAL CONTRACTING	PARKING LOT LIGHT REPAIR - POLICE	428.50
125458	SLC METER LLC	METER SUPPLIES - WATER	14,199.57
125459	SOUTH MACOMB SANITARY DISTRICT	MONTHLY SEWAGE TREATMENT	566,608.13
125460	SPRINT	MONTHLY UTILITIES	2,594.08
125461	STANLEY ACCESS TECHNOLOGIES LLC	FRONT DOOR REPAIR - LIBRARY	619.22
125462	STATE OF MI DEPT OF TRANS	8 MILE RECONSTRUCTION	2,213.78
125463	STERLING PAINTING LLC	PAINT - WEIGHT ROOM & HALLWAY - POLICE	1,800.00
125464	SUBURBAN LIBRARY COOPERATIVE	BLANK LABEL TAGS, OVERDRIVE & AUTOMATED SYSTEM SERVICES - LIBRARY	17,497.38
125465	SUPREME SOILS LLC	21 AA STONE	2,700.00
125466	TREDROC TIRE SERVICES LLC	TIRES - DPW	630.88
125467	EDWARD TROJANOWSKI	COURT APPOINTED ATTORNEY	150.00
125468	UNIQUE MANAGEMENT SERVICES INC	MONTHLY DEBT COLLECT SERVICES - LIBRARY	277.45
125469	VOSS LIGHTING	LED LIGHT BULBS - LIBRARY	326.78
125470	WHITLOCK BUSINESS SYSTEMS INC	ESTIMATED POSTAGE FOR 2021 ASSESSMENT NOTICES	5,562.96
125471	XPERT LAWN AND SNOW INC	SNOW & ICE REMOVAL - CITY HALL / COURT / DDA / FIRE / LIBRARY / LIFT STATION / MILITARY MUSEUM / POLICE	2,664.00
125472	EASTPOINTE COMMUNITY SCHOOLS	TAX DISTRIBUTIONS	67,373.32

125473	MACOMB COMMUNITY COLLEGE (TAX DIST)	TAX DISTRIBUTIONS	6,513.79
125474	MACOMB COUNTY TREASURERS OFFICE	TAX DISTRIBUTIONS	27,166.94
125475	MACOMB COUNTY TREASURERS OFFICE	TAX DISTRIBUTIONS	19,990.82
125476	MACOMB COUNTY TREASURERS OFFICE	TAX DISTRIBUTIONS	187,634.18
125477	MACOMB INTERMEDIATE SCH DIST MISD	TAX DISTRIBUTIONS	18,561.89
125478	RECREATION AUTHORITY OF	TAX DISTRIBUTIONS	110,716.54
125479	SMORSA	TAX DISTRIBUTIONS	60,045.83
125480	SOUTH LAKE SCHOOL DISTRICT	TAX DISTRIBUTIONS	8,366.12
EFT	BLUE CROSS BLUE SHIELD OF MI	MONTHLY PREMIUMS	133,878.94
EFT	ENTERPRISE FM TRUST	FUEL PURCHASES	58.16
EFT	MERS	RETIREMENT CONTRIBUTIONS	<u>22,515.36</u>
		TOTAL PAYABLES	<u><u>2,250,646.07</u></u>




CITY of EASTPOINTE

FINANCE DEPARTMENT
(586) 445-3661 • FAX (586) 445-4392

MUNICIPAL OFFICES
23200 GRATIOT AVENUE
EASTPOINTE, MI 48021

MEMORANDUM

To: Honorable Mayor and
Members of City Council

From: Randall Blum 
Finance Director/Treasurer

Date: February 16, 2021

Subject: Approval of Bills and Payrolls

RECOMMENDATION

It is recommended City Council approve the payment of bills and payrolls as follows:

<u>Date</u>	<u>Payrolls</u>	<u>Retirees</u>	<u>Accounts Payable</u>	<u>Total</u>
February 16, 2021	\$ 447,801.53	\$ -	\$ -	\$ 447,801.53
February 16, 2021	\$ -	\$ 126,877.06	\$ -	\$ 126,877.06
February 16, 2021	\$ -	\$ -	\$ 2,250,646.07	\$ 2,250,646.07
City Operations	\$ 447,801.53	\$ 126,877.06	\$ 2,250,646.07	\$ 2,825,324.66

Distribution by fund and or department is provided in the attached documentation.