



Eastpointe City Council

Regular Meeting

AGENDA

September 6, 2016

Convening at 7:00 PM

Submitted by
The City Manager

CITY MANAGER MEMORANDUM

Steve M. Duchane

September 6, 2016

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.



EASTPOINTE CITY COUNCIL

REGULAR MEETING

TUESDAY, SEPTEMBER 6, 2016

AGENDA

7:00 PM

Invocation

Pledge Allegiance

Proclamations

- A. Constitution Week
- B. American Power Boat Association

I. ROLL CALL

II. HEARING OF THE PUBLIC

III. APPROVAL OF MINUTES

- A. Special Meeting, August 9, 2016
- B. Regular Meeting, August 16, 2016

IV. SCHEDULED HEARINGS

V. UNFINISHED BUSINESS

VI. REPORTS FROM ADMINISTRATION

- A. City Manager
 - 1. Grant Programs

2. TMCB Lawsuit

- B. Finance Director**
- C. City Attorney**

VII. NEW BUSINESS

- A. Approval of Renewed Video Service Local Franchise Agreement - AT&T Michigan**
- B. Special Event Application - East Detroit High School Homecoming Parade**
- C. Approval of Polling Location Change**
- D. Introduction and First Reading of Ordinance No. 1131 - City Fee Schedule**

VIII. PAYROLLS AND BILL

- A. Payrolls & Bills**

IX. HEARING OF THE PUBLIC

X. MAYOR AND/OR COUNCIL REPORTS

XI. 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 Gratiot Avenue, Eastpointe, MI 48021; or by E-mail to sduchane@eastpointecity.org or by calling the City Manager's office at (586) 445-2222/3661 ext. 2206.



**CITY OF EASTPOINTE
PROCLAMATION
CONSTITUTION WEEK
SEPTEMBER 17th - 23, 2016**

WHEREAS, it is the privilege and duty of all Americans to commemorate the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuance of a proclamation each year by the President of the United States of America designating September 17th through 23rd as **CONSTITUTION WEEK**.

NOW, THEREFORE, BE IT RESOLVED that I, Suzanne Pixley, Mayor of the City of Eastpointe, and the City Council do hereby proclaim that September 17th through 23, 2016 shall be known as **CONSTITUTION WEEK** in the City of Eastpointe and urge all citizens to study the Constitution and reflect on the privilege of being an American with all rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the Seal of the City of Eastpointe to be affixed this 6th day of September, 2016.

Suzanne L. Pixley, Mayor

Michael D. Klinefelt, Mayor Pro-Tem

Cardi DeMonaco, Jr., Councilman

Sarah Lucido, Councilwoman

John F. Marion, Councilman

Dated: September 6, 2016



CITY OF EASTPOINTE PROCLAMATION AMERICAN POWER BOAT ASSOCIATION

WHEREAS, the American Power Boat Association, founded in 1903, celebrates a phenomenal 113 years of organized boat racing competitions and is the oldest governing body in motor sports; and

WHEREAS, the 100th anniversary of boat racing in Detroit was in 2016, with J. Michael Kelly as the winner driving Graham Trucking No. 5 and the 100th running of the Gold Cup was in Detroit in 2008; and

WHEREAS, the American Power Boat Association (APBA) national headquarters has been located in Eastpointe for thirty-six years; and

WHEREAS, powerboating has a storied history, generally considered to have begun in 1863 when Frenchman Jean Lenoir used a petrol engine in the small boat; and

WHEREAS, the first major race was across the English Channel in 1903; and

WHEREAS, powerboating was featured as an Olympic sport in 1908; and

WHEREAS, designer Christopher Columbus Smith built a Detroit-based boat surpassing 60 MPH and capturing the Gold Cup in 1915. The next year, in 1916, the race was run on the Detroit River; and

WHEREAS, the APBA sanctions more than 150 races and has thousands of members nationwide; and

WHEREAS, a few racing categories include Inboard, Outboard Performance Craft, Stock Outboard and Unlimited Hydroplanes, the category featured at the Gold Cup Race in Detroit; and

WHEREAS, the APBA Gold Cup is the oldest active trophy in motor sports, and is the premier hydroplane boat race in the United States.

NOW, THEREFORE, the Mayor and City Council for the City of Eastpointe, do hereby proclaim that the residents of Eastpointe celebrate the conclusion of the 100th anniversary of the Gold Cup Race in Detroit and share the excitement of powerboat racing.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the Seal of the City of Eastpointe to be affixed this 6th day of September, 2016.

Suzanne L. Pixley, Mayor

Michael D. Klinefelt, Mayor Pro-Tem

Cardi DeMonaco, Jr., Councilman

Sarah Lucido, Councilwoman

John F. Marion, Councilman

Dated: September 6, 2016

**MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL FOR THE
CITY OF EASTPOINTE, HELD ON
TUESDAY, AUGUST 9, 2016, IN THE
COUNCIL CHAMBERS IN THE
EASTPOINTE CITY HALL**

The meeting was called to order at 6:30 p.m.
by Mayor Pixley with the following Council
Members present:

DeMonaco, Klinefelt, Lucido and Marion

Administrators present: Albright and Duchane
and Van Haaren

In The Matter Of:

City of Eastpointe Show Cause Hearing

23716 Lexington

August 9, 2016



23716 Lexington
August 9, 2016

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CITY OF EASTPOINTE
SHOW CAUSE HEARING

SHOW CAUSE HEARING FOR 23716 LEXINGTON

TAKEN AT 23200 GRATIOT AVENUE

EASTPOINTE, MICHIGAN 48021

TUESDAY, AUGUST 9, 2016

COMMENCING AT 6:30 P.M.

TAKEN BEFORE AMBER HUFFMAN CER-8378

23716 Lexington
August 9, 2016

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APPEARANCES:

Richard S. Albright (PS7060)
Ihrie O'Brien
24055 Jefferson Ave Ste 2000
Saint Clair Shores, MI 48080-1514
Phone: (586) 778-7778
e-Mail: albrightlaw@outlook.com
Appearing on behalf of the City of Eastpointe

CITY COUNCIL:

SUZANNE PIXLEY - MAYOR
STEVE M. DUCHANE - CITY MANAGER
CARDI DEMONACO, JR. - COUNCILMAN
JOHN F. MARION - COUNCILMAN
SARAH LUCIDO - COUNCILWOMAN
MICHAEL KLINEFELT - MAYOR PRO-TEM

ALSO PRESENT: Mary Van Haaren

Deric Shepherd

James Smith

1 Eastpointe, Michigan
2 Tuesday, August 9, 2016 - 6:30 p.m.
3
4 (Whereupon Exhibit 1 was marked for
5 identification).
6 MAYOR PIXLEY: We'll call to order a special
7 meeting of the Eastpointe City Council on Tuesday, August
8 9th at 6:30 p.m.
9 Please call the roll.
10 MR. DUCHANE: Excuse me. Councilperson
11 DeMonaco.
12 MR. DEMONACO: Here.
13 MR. DUCHANE: Councilperson Lucido.
14 MS. LUCIDO: Here.
15 MR. DUCHANE: Councilperson Klinefelt.
16 MR. KLINEFELT: Here.
17 MR. DUCHANE: Councilperson Marion.
18 MR. MARION: Here.
19 MR. DUCHANE: Mayor Pixley.
20 MAYOR PIXLEY: Here.
21 The first item is a hearing of the public. And
22 this is only for people that are not connected with either
23 of these show cause hearings for tonight; you will get
24 your turn to come up and speak. And I don't see anyone
25 else in the audience.

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586-468-2411

23716 Lexington
August 9, 2016

1 December 15th, 2015, to American Estate, but the property
2 transfer affidavit wasn't filed for several months after
3 that.
4 The most recent inspection conducted was done by
5 a rental inspector on December 15th, 2015, and he found,
6 as you'll see in your memo, a list of 26 violations.
7 Although I haven't been back in the property since the
8 dangerous building hearing started, I will tell you that
9 there are three items for which a permit is required and
10 they have not obtained permits. So even if all the other
11 items were complete, those three have not been done with
12 permits. And there's potentially life safety issues,
13 including 100 amp service panel, water distribution
14 piping, and a new roof was put on all without a permit.
15 We're recommending that we follow the Hearing
16 Officer's recommendation, which was to demolish the
17 property and to restore it to its natural condition.
18 MAYOR PIXLEY: So, Ms. Van Haaren, can you just
19 refresh about the ordinance related to rental properties?
20 The permit after inspection is for two years, but it's
21 also when you change ownership or -- then it should be
22 inspected again?
23 MS. VAN HAAREN: That's right. So once a
24 property is inspected and certified under the rental
25 ordinance, it is -- remains certified for those two years

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1 So let's move on to Mr. Albright.
2 MR. ALBRIGHT: Thank you, Madam Mayor and
3 Members of Council.
4 This is the date and time set for a show cause
5 hearing regarding 23716 Lexington. I'd like to have
6 entered into the record a memorandum prepared by Mary Van
7 Haaren dated August 3rd, 2016, which contains City
8 Administration's recommendation as to what should happen
9 regarding this piece of property, notice of this evening's
10 proceedings prepared by the City Attorney's office, which
11 was served via mail and also posting at the subject
12 property, along with all the other prior notices and the
13 report of the Hearing Officer. That being said, Ms. Van
14 Haaren is present in the Council Chambers to answer any
15 questions that the members may have.
16 MAYOR PIXLEY: Ms. Van Haaren, could you bring
17 us up to date?
18 MS. VAN HAAREN: Yes, thank you, Your Mayor --
19 Mayor Pixley.
20 This property was last certified and approved
21 for a rental property on 4/20 of 2014. Since then, that's
22 when it expired, and so in the two-and-a-half years since
23 then it has not been certified, although it's been
24 occupied as a rental property. In the last 15 months it's
25 changed ownership three times, and the most recent was on

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23716 Lexington
August 9, 2016

1 and then re-inspected and registered again. If ownership
2 changes in between, we do have a provision that would
3 allow a transfer of that certificate if it's done within a
4 30 day period -- it might be 21 day period, but, you know,
5 we stretch it to about a 30 day period -- and that
6 certificate then would transfer to the new owner.
7 MAYOR PIXLEY: And that was not done when the
8 ownership changed?
9 MS. VAN HAAREN: It was not done for the last
10 three owners, so we don't have any contact information on
11 this new owner.
12 MAYOR PIXLEY: All right. And the new owner is?
13 MS. VAN HAAREN: My most recent records show the
14 owner is American Estate.
15 MAYOR PIXLEY: And did they get the letter? Was
16 the letter --
17 MS. VAN HAAREN: Our law firm attaches it --
18 affixes it to the house as well as mails it, but I don't
19 think we had information on this new owner to mail it to
20 them until probably within the last -- I know I discussed
21 it or, you know, Rich and I went back and forth on this a
22 bit, but it was just -- the property transfer affidavit
23 was just filed within the last couple of weeks.
24 MR. ALBRIGHT: Mayor Pixley, I'm not sure if
25 there's anyone in the audience.

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1 Okay. Somebody is raising their hand. A couple
2 of people are raising their hand.

3 I did speak with the tenant who was aware of
4 this evening's proceedings. She indicated that she was
5 going to be appearing here this evening and that she was
6 also going to be contacting the property management
7 company of this evening's proceedings. She informed me
8 that she had recently paid her rent, and she was concerned
9 of these proceedings that she would be put out on the
10 street in a very short order. I explained to her that
11 these things do take time; that if there was an order for
12 demolition that was affirmed, it certainly wouldn't be
13 taking effect within the next couple of weeks. But she
14 indicated that she would be appearing here tonight to make
15 a statement.

16 UNIDENTIFIED SPEAKER: I'm right here.

17 MR. ALBRIGHT: Okay. There is a lady in the
18 audience raising her hand.

19 MAYOR PIXLEY: Okay. So, would you like to
20 speak first? Will you please state your name and who
21 you're with?

22 MR. SHEPHERD: My name is Deric Shepherd and I
23 am the owner of the property management company, New Wave
24 Superior Property Management.

25 MAYOR PIXLEY: I'm sorry, what was the name of

1 So what we've done is actually started the
2 motion of, once we've gotten that total list of
3 violations, we've assigned a roofer to go pull a permit
4 for the roof, an electrical, Family Electrical and Heating
5 and Cooling for the electrical, and a licensed plumber to
6 pull the license -- the permits for the plumbing
7 violations. And the way that particular seller works in
8 dealing with them before, they have reached back and taken
9 care of any monetary items in the cases that they've
10 transferred properties to new owners and things didn't
11 come up to snuff, so what they've done is they've reached
12 back to me and they've also paid us to make sure the items
13 are taken care of. So we actually have a call out to that
14 firm as well providing them with a quote for the repairs
15 as well as moving forward trying to get everything up to
16 compliance.

17 MAYOR PIXLEY: How long have you managed this
18 property?

19 MR. SHEPHERD: I'm sorry, Ms. Mayor, to be
20 perfectly honest with you, I don't have an accurate number

21 MR. DEMONACO: Since before December 15th, 2015?

22 MR. SHEPHERD: I would like to say so, yes, sir.

23 And I appeared here before, maybe a few weeks
24 ago, about another property. And one of the things I
25

1 the property management?

2 MR. SHEPHERD: New Wave, W-a-v-e, New Wave
3 Superior Property Management.

4 MAYOR PIXLEY: And what would you like to say?

5 MR. SHEPHERD: Well, first off, we represent a
6 client that consistently sells their properties without
7 making us aware of the sale of the property. We represent
8 other owners who, Ms. Van Haaren, is not in its totality.
9 It's a self-direct IRA that's named American Estate, and
10 the continuation of that will be for benefit of and then
11 it will be an individual owner assigned to any particular
12 property.

13 In speaking with one of the inspectors, Debbie I
14 think is her name, she actually -- she actually is the one
15 who informed us of the new ownership. We have our system
16 showing a previous owner being -- and that being the
17 client that sells properties without our knowledge. That
18 client, we've just become aware of, has decided to exit
19 the Michigan market and has put all of their assets up for
20 sale, so some properties have been sold. We were labeled
21 as their managing company and we weren't aware of the
22 transfer of property. So we weren't aware until we spoke
23 with Debbie the other day -- I'm sorry, this is my
24 maintenance coordinator, and she was the one that spoke
25 with her the other day in relationship to that.

1 explained to you guys before was that I had an operations
2 manager that was in place, she's probably the name of
3 record; her name is Tiara Reese. Several of these
4 violations were spoken to her, I acted as an absentee
5 owner of our property management company, just sitting in
6 the background, until we started discovering that there
7 were many problems that were coming around. She's no
8 longer with the firm, and now slowly but surely we're
9 starting to discover issues that's coming around that I
10 wasn't aware of from the beginning.

11 So, we may have managed the property in
12 December, but these were items that I wasn't fully aware
13 of, and now that we're becoming more aware of them, we're
14 taking that action to get them corrected.

15 MAYOR PIXLEY: Do you have a time estimate?

16 MR. SHEPHERD: It shouldn't take us any longer
17 than three months to get anything done.

18 MAYOR PIXLEY: Some of this work has already
19 been done, all you needed to do was to apply for permit
20 for inspection.

21 MR. SHEPHERD: Yes, ma'am. But we weren't the
22 ones that did the work. The way the client operates is
23 they purchase property, rehabs them, and then sells them
24 again to an end buyer. They have a large company, a large
25 model that they operate almost internationally as well,

1 and at times they'll -- again, they'll transfer properties
2 and we'll just get a call from a new owner that says,
3 "Hey, we own the property now." We're kind of lost in
4 that as well. But as we're -- they're divesting from
5 Michigan, we're actually divesting our portfolio from them
6 because we get caught in situations like this often
7 enough.

8 MR. DUCHANE: Just one question. How assured
9 are you that you're going to get paid? I mean, right now
10 it seems kind of -- you're going to go ahead and make
11 these improvements on your dime, it sounds like, unless
12 you're getting reimbursed immediately.

13 MR. SHEPHERD: They have been very good about
14 reimbursing us for costs. And then there are times where
15 a tenant will pay rent and we'll retain funds until we're
16 paid.

17 MR. DEMONACO: I guess, when I looked up this
18 property, I see that the 2016 summer taxes haven't been
19 paid yet; is that still the case? I just looked it up a
20 couple days ago.

21 Mary, do you know --

22 MR. DUCHANE: I don't think any of us checked
23 today, yeah, on that property, so.

24 MAYOR PIXLEY: Summer as well as the winter tax?

25 MR. DEMONACO: It looks like just 2016 summer,

1 MR. DEMONACO: Well, it says ordinance
2 violation.

3 MS. VAN HAAREN: Yeah. Often we send out that
4 one notice a year if we see that the grass is long and
5 then when they get that notice they start maintaining it.
6 So I didn't show any actual grass cuttings this year, but
7 --

8 MR. DEMONACO: Okay.

9 MS. VAN HAAREN: -- I assume that there may have
10 been a notice sent.

11 MAYOR PIXLEY: So the -- the occupant is here;
12 are you the occupant currently?

13 MR. SMITH: Yes, ma'am.

14 MAYOR PIXLEY: Would you like to step forward
15 for a minute?

16 MR. SMITH: Hello.

17 MAYOR PIXLEY: Can you state your name, please?

18 MR. SMITH: James Smith.

19 MAYOR PIXLEY: James Smith --

20 MR. SMITH: Smith.

21 MAYOR PIXLEY: -- just because it's recorded, so
22 I want to make sure it's clear.

23 So how long have you been living in the house?

24 MR. SMITH: Since December. December the 1st.

25 MAYOR PIXLEY: Okay. And so have you noticed

1 \$1,941.62.

2 MAYOR PIXLEY: That's not even due yet till
3 September.

4 MR. DEMONACO: Oh, I thought it was. I thought
5 it was July.

6 MAYOR PIXLEY: Summer '16.

7 MR. MARION: Yeah, that's not due.

8 MAYOR PIXLEY: So you think it's going to take
9 you 90 days --

10 MR. SHEPHERD: I don't think it'll take that
11 long at all. I just don't want to be shortsighted and
12 tell you it's going to take us two weeks to get it done
13 and we're not done in two weeks.

14 MAYOR PIXLEY: Council, anyone else have any
15 questions?

16 MS. LUCIDO: I have a question for Mary Van
17 Haaren. Has the City been maintaining any grass or is
18 the grass staying cut on, you know, the occupants?

19 MS. VAN HAAREN: I do not show that the City has
20 been maintaining the grass.

21 MS. LUJAN: Okay. Thank you.

22 MR. DEMONACO: It says there's a -- BS&A showed
23 a weed/grass cutting enforcement violation on June 1st.

24 MS. VAN HAAREN: Just the notice or that we
25 actually did the work?

1 anything that would stop you from living in the house?

2 MR. SMITH: No.

3 MAYOR PIXLEY: Everything works?

4 MR. SMITH: Yes.

5 MAYOR PIXLEY: Plumbing is okay, the electrical?

6 MR. SMITH: Yep.

7 MAYOR PIXLEY: The roof doesn't leak?

8 MR. SMITH: No.

9 MAYOR PIXLEY: Okay. And are you willing to
10 stay in the house and allow them to come in and fix the
11 things that are broke?

12 MR. SMITH: Yes.

13 MAYOR PIXLEY: All right. Anyone have any
14 questions for the renter?

15 All right. Thank you.

16 All right. Council?

17 MR. DEMONACO: Well, it seems like kind of
18 mess, but --

19 MS. LUCIDO: The house doesn't look bad, I don't
20 think, from the picture.

21 MR. DEMONACO: No, not the house is a mess --

22 MS. LUCIDO: Yeah.

23 MR. DEMONACO: -- just the ownership --

24 MS. LUCIDO: The ownership, yes.

25 MR. DEMONACO: -- changing, like, three times in

1 a -- yeah, in just a few months, May, August, and then
2 December. But, yeah, it seems like -- as we've said,
3 we've seen this gentleman here before from the property
4 management firm, sounds like -- I'd be willing to at least
5 give him his 90 days, I would be.
6 MS. LUCIDO: Yeah. I mean, the occupants are
7 maintaining the property right now, you know, it's not
8 like an issue --
9 MR. DEMONACO: Mm-hmm.
10 MS. LUCIDO: -- that was my big concern is that
11 it's being maintained, so I say I would agree with the 90
12 days.
13 MAYOR PIXLEY: I would agree with the 90 days
14 altogether, but I would like to see some action start
15 within the next 30 days.
16 MS. LUCIDO: Yeah.
17 MR. DEMONACO: Yeah, at least the permits pulled
18 for sure.
19 MAYOR PIXLEY: And if Mary Van Hearen doesn't
20 give any permits or anything in the next 30 days, then
21 they'd come back to us to give him -- allow him 90 days --
22 a total of 90 days to complete everything.
23 MR. DEMONACO: Okay. Sir, do you think -- oh,
24 go ahead.
25 MAYOR PIXLEY: Michael --

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1 MR. DUCHANE: Councilperson Klinefelt.
2 MR. KLINEFELT: Yes.
3 MR. DUCHANE: Councilperson Marion.
4 MR. MARION: Yes.
5 MR. DUCHANE: Mayor Pixley.
6 MAYOR PIXLEY: Yes.
7 MR. DUCHANE: Councilperson Lucido.
8 MS. LUCIDO: Yes.
9 MAYOR PIXLEY: Sir, do you understand what we
10 just said?
11 MR. SHEPHERD: Yes, Madam Mayor, I do. I want
12 to thank you for giving us an opportunity.
13 Just -- I know it's not on your agenda, but just
14 to update you on the previous property. We've done the
15 same thing with the 15513 Sprenger. We've had the
16 electrical permits pulled there. We have one of our
17 plumbers coming over; he's going to be pulling a permit
18 for the plumbing side. So we're actionable. And we've
19 already had our electrician go over to the Lexington
20 property. We've had our roofer go to visit to provide a
21 quote so he knows what they're getting into, so all of
22 those permits should be pulled within 30 days.
23 MAYOR PIXLEY: Okay. Thank you.
24 MR. SHEPHERD: All right. Thank you very much.
25

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1 MR. KLINEFELT: I was just going to ask how you
2 want that in motion then, 'cause what -- I was thinking we
3 would just do 90 days certified rental or demolition,
4 unless you want to --
5 MAYOR PIXLEY: I want to make sure that they
6 come and pull the permits in 30 days, because all the time
7 we give people 90 days and they don't come and pull the
8 permits.
9 MS. LUCIDO: The permits in 30 days --
10 MR. DEMONACO: Just add in a 30 day checkpoint
11 with the permits?
12 MS. LUCIDO: -- and then 90 days to complete the
13 rest of it then?
14 MAYOR PIXLEY: Mm-hmm. All right. Do you want
15 to make a motion?
16 MR. DEMONACO: Sure.
17 MAYOR PIXLEY: Once you're ready.
18 MR. DEMONACO: All right. Madam Mayor, I'll
19 make a motion then to give the property owner for 23716
20 Lexington 90 days to fix all of the issues they have at
21 the household and would like a status report in 30 days.
22 MR. KLINEFELT: Support.
23 MAYOR PIXLEY: Will you please call the roll?
24 MR. DUCHANE: Councilperson DeMonaco.
25 MR. DEMONACO: Yes.

Carroll Court Reporting and Video
586-468-2411

1 CERTIFICATION
2 STATE OF MICHIGAN
3 COUNTY OF OAKLAND)
4
5 I, Amber Huffman, a Notary Public in and for the
6 above county and state, do hereby certify that this
7 proceeding was taken before me at the time and place
8 hereinbefore set forth; that this is a true, full and
9 correct transcription to the best of my abilities; and
10 that I am not related, nor of counsel to either party, nor
11 interested in the event of this cause.
12
13
14
15
16 Amber Huffman, CER 8378
17 Notary Public
18 Oakland County, Michigan
19 My Commission Expires: 05/14/2022
20
21
22
23
24
25

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CITY OF EASTPOINTE
SHOW CAUSE HEARING

SHOW CAUSE HEARING FOR 21026 UNIVERSAL

TAKEN AT 23200 GRATIOT AVENUE

EASTPOINTE, MICHIGAN 48021

TUESDAY, AUGUST 9, 2016

COMMENCING AT 6:46 P.M.

TAKEN BEFORE AMBER HUFFMAN CER-8378

In The Matter Of:

City of Eastpointe Show Cause Hearing

21026 Universal

August 9, 2016



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586-468-2411

21026 Universal
August 9, 2016

21026 Universal
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APPEARANCES:

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Appearing on behalf of the City of Eastpointe

CITY COUNCIL:

SUZANNE PIXLEY - MAYOR
STEVE M. DUCHANE - CITY MANAGER
CARDI DEMONACO, JR. - COUNCILMAN
JOHN F. MARION - COUNCILMAN
SARAH LUCIDO - COUNCILWOMAN
MICHAEL KLINEFELT - MAYOR PRO-TEM

ALSO PRESENT: Mary Van Haaren

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1 Eastpointe, Michigan
2 Tuesday, August 9, 2016 - 6:46 p.m.
3 - - -
4 (Whereupon Exhibit 1 was marked for
5 identification).
6 MAYOR PIXLEY: So our next one is a show cause
7 hearing related to -- for demolition of the structure
8 located at 21026 Universal. The property owner is Sarah
9 Sun and Yubert K. Fang and the Macomb County Treasury.
10 Mr. Albright.
11 MR. ALBRIGHT: Thank you, Madam Mayor and
12 Members of Council.
13 This is the date and time set for a show cause
14 hearing regarding 21026 Universal and the City of
15 Eastpointe. I'd like to have entered into the record a
16 memorandum prepared by Ms. Van Haaren dated August 3rd,
17 2016, with the recommendation of City Administration,
18 notice of this evening's proceedings prepared by the City
19 Attorney's office dated July 27 of 2016, which was served
20 via certified mail and also posting at the subject
21 property, prior notices of the prior proceedings and also
22 the report and order of the Hearing Officer, including the
23 transcript from the dangerous building proceeding. Ms.
24 Van Haaren is present in the Council Chambers to answer
25 any questions that members may have.

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1 MAYOR PIXLEY: Any review?
2 MS. VAN HAAREN: Yes, thank you, Madam Mayor.
3 I would like to state that my memo of August
4 3rd, 2016, it listed 11 items that were found on the
5 vacant structure inspection by the inspector when that was
6 conducted on February 18th, and I will report that -- I
7 didn't include it in this writing, but I will tell you now
8 that as of March 3rd, 2016, only items number 2 and 3
9 remain incomplete, the rest of the items have been
10 completed. However, the property is still not properly
11 registered as a vacant structure, they're not maintaining
12 the grass, we've been cutting it all season, as well as
13 all 2015. And although some repairs have been made to the
14 house, they're just not doing them in the time required by
15 the City in getting the, you know, rest of the issues
16 taken care of.
17 MAYOR PIXLEY: Is there anyone representing the
18 property here tonight?
19 Does anyone have questions for Ms. Van Haaren?
20 MR. DEMONACO: So you said out of the 11 items,
21 just number 2 and number three 3 --
22 MS. VAN HAAREN: That's correct, remain
23 incomplete.
24 MAYOR PIXLEY: Have you heard from the property
25 management? The owners live in China, correct, or

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1 there is a notice of forfeiture for non-payment of taxes
2 recorded by the Macomb County Treasurer's office, we
3 always send a courtesy copy to their office so they're
4 aware of the proceedings.
5 MR. DEMONACO: And I see the BS&A has unpaid
6 taxes back to winter 2012.
7 MAYOR PIXLEY: Was this included in tax
8 reversal?
9 MS. VAN HAAREN: It's not on the current list,
10 no.
11 MAYOR PIXLEY: But winter of 2012, four years
12 ago?
13 MR. DUCHANE: They may not have actually hit the
14 deadline yet, even though four years, it appears to be so
15 on the quick calculation of it, but.
16 MR. ALBRIGHT: Yeah. The certificate of
17 forfeiture was recorded on March 16, 2015.
18 MAYOR PIXLEY: Which means they no longer own
19 the home?
20 MR. ALBRIGHT: It'll happen next year. That's
21 when the forfeiture will take place, in 2017. For some
22 reason there were delinquent taxes showing on our title
23 work for both -- for 2013 and also 2014, but there isn't a
24 certificate of forfeiture for those years. It was just
25 for the 2015 year.

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1 somewhere?
2 MS. LUCIDO: California.
3 MS. VAN HAAREN: I have the property owners as
4 living in La Mirada, California.
5 MAYOR PIXLEY: Oh, okay.
6 MS. VAN HAAREN: And I heard from them back in
7 February of 2016. Mr. Fang called and indicated he'd like
8 to save the home, but then he just didn't do -- you know,
9 just didn't do what he was supposed to do to save it. I
10 mean, he didn't correct all the violations, he hasn't
11 certified it as a vacant structure, and he doesn't send
12 anyone to maintain the grass and weeds for the second
13 season now.
14 MR. ALBRIGHT: Madam Mayor, I don't recall being
15 contacted by anybody representing the owner or any tenants
16 for this property.
17 MAYOR PIXLEY: So that's a violation of our
18 ordinances as well?
19 MR. ALBRIGHT: Yes.
20 MAYOR PIXLEY: What about -- the name on this
21 was also the Macomb County Treasury?
22 MR. DEMONACO: Yeah, I was going to ask that.
23 MR. ALBRIGHT: There was -- according to title
24 work that our office obtained, there was a notice of
25 forfeiture. I'll just locate that title work. Anytime

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1 MAYOR PIXLEY: So, Mr. Albright, was the
2 forfeiture with Sarah Sun and Yubert Fang or had they
3 bought the property?
4 MR. ALBRIGHT: Sarah Sun and Yubert Fang
5 acquired the property via a deed, which was recorded back
6 on March 30th, 2012. So, yes, they have been in
7 possession of this property since 2012, and it doesn't
8 appear that taxes have been paid since that time. There's
9 also, at least on the title work that we have, delinquent
10 water bill assessments and also snow removal and weed
11 cutting assessments as well.
12 MAYOR PIXLEY: Any other questions from Council?
13 MS. LUCIDO: No.
14 MAYOR PIXLEY: Is anyone ready to make a motion?
15 It looks like a nice house.
16 MR. DUCHANE: It looks like it could be, but --
17 MR. DEMONACO: Yeah, it does.
18 MAYOR PIXLEY: Do you think the house is
19 structurally intact?
20 MS. VAN HAAREN: There's nothing indicated in
21 the inspection report that would lead me to think there
22 were structural issues.
23 MR. DEMONACO: And this is vacant, correct, as
24 far as we know?
25 MS. VAN HAAREN: It is vacant, yes.

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1 MR. DEMONACO: I think I'd like to see the taxes
2 paid and it registered as -- certified as vacant.
3 MAYOR PIXLEY: I'm sure everybody's --
4 MR. DUCHANE: All the violations brought up to
5 code ---
6 MR. DEMONACO: It is pretty obvious.
7 MAYOR PIXLEY: Yeah, I think all the violations
8 -- and the violations need to be brought up to code, they
9 need to (inaudible).
10 MR. DUCHANE: The question is how long; do we
11 give 30 days or not. I mean, obviously it's just, again,
12 one of these lack of action ones. There'll be a sign on
13 this one soon.
14 MR. DEMONACO: So they did the other nine items
15 in the past -- since February, so --
16 MR. DUCHANE: Give them 30 days and indicate
17 it's going to be demolished in 30 days and maybe they'll
18 do that one more thing that they need to do.
19 MR. DEMONACO: Yeah. Two.
20 MR. DUCHANE: Or two more things, yeah, true.
21 Two more little things to do.
22 MR. DEMONACO: All right, Madam Mayor. Then
23 I'll make a motion. I'll motion that if in 30 days 21026
24 Universal is not certified as vacant, which of course
25 would include the taxes paid, then we demolish in 60 days.

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1 MR. KLINEFELT: Support.
2 MAYOR PIXLEY: Let's call the roll.
3 MR. DUCHANE: Councilperson DeMonaco.
4 MR. DEMONACO: Yes.
5 MR. DUCHANE: Councilperson Klinefelt.
6 MR. KLINEFELT: Yes.
7 MR. DUCHANE: Councilperson Marion.
8 MR. MARION: Yes.
9 MR. DUCHANE: Mayor Pixley.
10 MAYOR PIXLEY: Yes.
11 MR. DUCHANE: Councilperson Lucido.
12 MS. LUCIDO: Yes.
13 MAYOR PIXLEY: I'll entertain a motion for
14 adjournment.
15 MR. DEMONACO: So moved.
16 MR. KLINEFELT: Support.
17 MAYOR PIXLEY: Please call the roll.
18 MR. DUCHANE: Councilperson DeMonaco.
19 MR. DEMONACO: Yes.
20 MR. DUCHANE: Councilperson Marion.
21 MR. MARION: Yes.
22 MR. DUCHANE: Councilperson -- Mayor Pixley.
23 MAYOR PIXLEY: Yes.
24 MR. DUCHANE: Councilperson Lucido.
25 MS. LUCIDO: Yes.

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1 MR. KLINEFELT: Support.
2 MAYOR PIXLEY: Do we need to be more clear? Can
3 we order for taxes to be paid?
4 MR. DUCHANE: Well, you can make that a
5 condition of not demolishing it if you -- that's what
6 you're doing is really saying that it's, you know, all --
7 the amount of taxes to be brought up, the assessment -- I
8 mean, the two items are corrected, I'll make that as part
9 of a package deal. If that's not done in 30 days, in 60
10 days we'll direct the demo contractor to go and hit it.
11 MAYOR PIXLEY: Do you want to add the
12 assessments as well so the City can get paid --
13 MR. DUCHANE: I guess taxes would be broadly as
14 part of --
15 MAYOR PIXLEY: Taxes and assessments.
16 MR. DUCHANE: -- any other fees or delinquent
17 assessments on the property.
18 MR. DEMONACO: Don't those roll onto taxes?
19 MR. DUCHANE: They roll commonly -- I mean, to
20 be precise, they are additional charges, but we commonly
21 refer to them as taxes because it all goes delinquent on
22 the tax bill, so.
23 MR. DEMONACO: I will add it to my motion.
24 Amend my motion to include assessments as well as taxes.
25 MAYOR PIXLEY: All right. Do we have support?

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1 MR. DUCHANE: Councilperson Klinefelt.
2 MR. KLINEFELT: Yes.
3 MAYOR PIXLEY: Special meeting is adjourned at
4 6:55.
5 (At 6:55 p.m., proceedings adjourned)
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CERTIFICATION

STATE OF MICHIGAN
COUNTY OF OAKLAND

I, Amber Huffman, a Notary Public in and for the
above county and state, do hereby certify that this
proceeding was taken before me at the time and place
hereinbefore set forth; that this is a true, full and
correct transcription to the best of my abilities; and
that I am not related, nor of counsel to either party, nor
interested in the event of this cause.


Amber Huffman, EER 88378
Notary Public
Oakland County, Michigan
My Commission Expires: 05/14/2022



Motion by DeMonaco, seconded by Klinefelt, to
adjourn the meeting at 6:55 p.m.

Yeas: DeMonaco, Klinefelt, Marion, Pixley,
and Lucido

Nays: None

STEVE M. DUCHANE, CITY CLERK

SUZANNE L. PIXLEY, MAYOR

**MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL
FOR THE CITY OF EASTPONTE, MACOMB COUNTY, MICHIGAN,
HELD ON TUESDAY, AUGUST 16, 2016**

Invocation was rendered by Councilwoman Lucido.

Pledge allegiance to the flag was presented.

The meeting was called to order at 7:00 p.m. by Mayor Pixley with the following Council Members present:

DeMonaco, Klinefelt, Lucido and Marion

Administrators present: Albright, Blum and Duchane

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

Carl Springer thanked the Police Department for 911 response, announced cheerleading fundraiser at Cloverleaf; voiced his concerns over high water bill and asked how the City came up with the calculation for this bill.

There being no further comment, Mayor Pixley announced the first Hearing of the Public closed.

Motion by Marion, seconded by DeMonaco, to approve the minutes of the regular meeting dated August 9, 2016, as presented.

Yeas: Marion, DeMonaco, Lucido, Klinefelt and Pixley

Nays: None

Mayor Pixley announced that there were no scheduled hearings.

Mayor Pixley announced unfinished business.

Motion by DeMonaco, seconded by Marion, to utilize the 2016-17 Macomb County Cooperative Bid Contract #12-07MY2016 and approve the purchase of one 2017 Ford Utility Police Interceptor and one 2016 Ford Police Interceptor Sedan from Signature Ford, 1960 East Main St., Owosso, MI 48867 in the amount of \$72,897.00 and authorize the City Manager to execute all necessary documents related to this purchase.

Yeas: DeMonaco, Marion, Lucido, Klinefelt and Pixley

Nays: None

Mayor Pixley announced reports from Administration.

City Manager Duchane thanked everyone for scheduling the wayfinding sign meeting, assigned Ms. Van Haaren as the lead, also assigned Mr. Pry and Mr. Altimus to the committee; LED program is underway and received a resident concern that said it was very bright in his house.

Finance Director Blum updated Council on the failed MTU topic and of the letters that have been sent out eight have taken advantage of early payment discount, two have taken the payment plan option, one has ignored the letter and is on shut off list and we have four more that the letters are out and have until Monday when they need to make a decision and still have one where the letter is pending; policy seems to have been fairly successful on what we intended on doing. Mr. Duchane informed Council that we are preparing specifications to replace the MTU and software system that goes with it.

Councilman DeMonaco asked are we having anyone review proactively to find zero consumption. Mr. Blum responded that we have three people work on the water/sewer billing and one person is designated to go through the zero consumption list, they go through it every month and identify suspect areas and we send people out to check the property. Councilman DeMonaco asked does BS&A provide a report. Mr. Blum responded that it is through the meter read software.

Assistant City Attorney Albright informed Council that he prepared the two documents on issues that have arisen in regards to dangerous building hearings, the first document would be recorded with the Register of Deeds so individuals can see that there is a matter pending on the property and once Council has determined to demolish a property, the second document will be recorded with the Register of Deeds so if someone is looking at purchasing the property. Mayor Pixley commented that she is happy to see these documents. Mr. Albright updated Council on the Hayes property – tomorrow is deadline for property owner to schedule an inspection and we are due in court at the end of the month for City's motion for a temporary injunction; would like to add one additional property to Show Cause Hearing on September 6th – 22304 Firwood. Council agreed.

Mayor Pixley announced New Business.

Motion by DeMonaco, seconded by Klinefelt, to designate Mayor Pixley as the City's official voting representative and City Manager Steve Duchane as the alternate voting representative to the Michigan Municipal League's annual business meeting to be held on Wednesday, September 14, 2016.

Yeas: DeMonaco, Klinefelt, Marion, Pixley and Lucido
Nays: None

Motion by DeMonaco, seconded by Marion, to approve the request from Pastor Keith Spiller, Pentecostal Church of Jesus Christ, to conduct an Annual Neighborhood Outreach Festival on Saturday, August 27, 2016, from 8:00 a.m. to 5:00 p.m. with the food permit

Yeas: DeMonaco, Marion, Pixley, Lucido and Klinefelt
Nays: None

Motion by DeMonaco, seconded by Marion, to receive and file the City Attorney and City Manager evaluations.

Yeas: DeMonaco, Marion, Pixley, Lucido and Klinefelt
Nays: None

Motion by Klinefelt, seconded by Lucido, to utilize the Oakland County Cooperative Purchasing pricing #MHEC99-AGZ and approve the purchase of three new Mobil Data Computers (Dell Latitude 14 Rugged Computers) at a total cost of \$7,059.69 and authorize the City Manager to execute all necessary documents related to this purchase.

Yeas: Klinefelt, Lucido, DeMonaco, Marion and Pixley
Nays: None

City Council took no action to adopt the Eastpointe Statement on Rapid Transit Authority Millage Taxation Proposal for November 8th Election 2016.

Mr. Duchane stated that it is optional if the City Council wants to take a position on this; three elements – use of public resources and the increase to 1.2 mills going to the RTA with the already 1 mill tax; second point is that best directed to infrastructure repair and replacement and third point assuming that if it were to pass our questions raised should the revenue from riders, perhaps since taxpayers are paying for the bus service, so people should not be charged for riding for a return on investment; obviously not an action

item that Council needs to take but by not addressing it the Council leaves it open; one question that came to us is that this is not a light rail proposal, it is an additional bus line.

Councilman Klinefelt appreciates this being put together but personally feels the tone is little too strong; wouldn't feel comfortable passing this; doesn't feel it is completely appropriate, as it is a ballot issue, for us to have something this opinionated; we have done a lot to allow residents access to information or come and voice their concerns; won't be voting to approve this.

Councilman DeMonaco commented that he is on the same page as Councilman Klinefelt and recommend anyone that wants more information to check out the internet and the RTA website.

Mayor Pixley would agree with them to some extent because there is lot more that has come out, in particular, a financial analysis of a technical memo; be sure to look at the information related to the sharing of services with SMART, cross-county connectors on Eight Mile Road and Nine Mile Road will be operated by DDOT and no service on Ten Mile Road; doubling of finances that they will be getting from the State and not sure where that money will come from.

Councilman Marion commented that this will impact our Master Plan; this is more factual and informative than someone reading it and saying it is taking a stance; this is going to be a lot of money. Councilman Klinefelt disagreed and felt it is very opinionated.

Councilwoman Lucido commented that maybe we should put something together that is straight factual. Mayor Pixley asked Councilman Klinefelt if he would like to write something. Councilman Klinefelt responded that he doesn't believe that it is necessary at this point to put something out but if the Council really wants to go forward with something he could work with the City Manager to come up with something that is more factual without a narrative because he believes this provides a narrative that presents the facts in a certain light; he doesn't believe it will fare well in Eastpointe or Macomb County.

Mr. Duchane commented that the Council can take a position as a legislative body but it is not mandatory.

Mayor Pixley commented that rather than creating something that is regional we have created another entity and people who are paying for the first service are going to pay for the second service; concerned that residents of the City will have to pay for a service that we already have.

Councilman Klinefelt commented that he definitely can't support this. Councilman DeMonaco commented that we need to make a clear distinction that we can't push for or against and can't use City resources to push this; needs to be more neutral. Mr. Duchane informed Council that they don't have to take a position and they can let this die. Councilman Klinefelt commented that he would like to let it die but doesn't know how the rest of Council feels. Councilwoman Lucido agrees with Councilman Klinefelt and doesn't feel it will pass, but feels it is opinionated.

Motion by Klinefelt, seconded by Lucido, approving the bills in the amount of \$1,456,270.88.

PAYROLLS TO BE APPROVED AT COUNCIL MEETING AUGUST 16, 2016
CHECKS ISSUED ON AUGUST 16, 2016

<u>DEPARTMENT</u>	<u>GENERAL FUND</u>		<u>OTHER FUNDS</u>	<u>TOTAL</u>
Legislative /Judicial	\$ -			\$ -
Administration	\$ 70,248.73	D.D.A./ECON DEVL	\$ 2,184.00	\$ 72,432.73
Police	\$130,038.45	Police	\$ -	\$130,038.45
Fire	\$ 65,793.97	Fire		\$ 65,793.97
Inspection	\$ 19,177.59			\$ 19,177.59
Recreation	\$ -		\$ -	\$ -
		D.D.A. M.V. High	\$ -	\$ -

Public Works	\$ 2,174.03	Water	\$ 11,889.47	
		Highway	\$ 3,103.62	
		Rubbish	\$ 520.10	
		Motorpool/Fire	\$ 4,324.50	
		Labor and Trades	\$ 6,067.67	\$ 28,079.39
Parks	\$ 1,252.50			\$ 1,252.50
Water	\$ -	Water	\$ 8,448.00	\$ 8,448.00
		Highway	\$ -	\$ -
Library	\$ -	Library	\$ 13,717.12	\$ 13,717.12
Total	<u>\$288,685.27</u>		<u>\$ 50,254.48</u>	<u>\$338,939.75</u>

City's portion of 401 social security & Medicare expenses and MERS	<u>\$41,560.70</u>
TOTAL PAYROLL EXPENSE	<u>\$380,500.45</u>

SUMMARY OF BILLS TO BE APPROVED AT COUNCIL ON AUGUST 16, 2016

<u>FUND</u>	<u>BILLS</u>		
	FY 15/16	FY 16/17	TOTALS
101 GENERAL	\$ 16,260.00	\$ 300,281.02	\$ 316,541.02
202 MAJOR STREETS	\$ 21,381.39	\$ 3,210.00	\$ 24,591.39
203 LOCAL STREETS	\$ 1,375.92	\$ 2,170.00	\$ 3,545.92
244 ECONOMIC DEVELOPMENT FUND	\$ -	\$ 31.79	\$ 31.79
248 DDA	\$ -	\$ 10,100.89	\$ 10,100.89
265 DRUG FORFEITURE	\$ -	\$ 593.15	\$ 593.15
271 LIBRARY	\$ 451.60	\$ 17,856.81	\$ 18,308.41
402 EQUIPMENT REPLACEMENT FUND	\$ 809.50	\$ -	\$ 809.50
405 TAX REVERSION FUND.	\$ 414.10	\$ 2,428.09	\$ 2,842.19
517 GARBAGE COLLECTION & LANDFILL	\$ 6,500.00	\$ -	\$ 6,500.00
592 WATER AND SEWER	\$ 77,335.91	\$ 562,620.39	\$ 639,956.30
601 EQUIPMENT POOL	\$ -	\$ 2,241.67	\$ 2,241.67
701 TRUST & AGENCY FUND	\$ -	\$ 1,100.00	\$ 1,100.00
750 IMPREST PAYROLL FUND	\$ -	\$ 47,149.35	\$ 47,149.35
	<u>\$124,528.42</u>	<u>\$949,783.16</u>	
TOTAL ALL PAYABLES			<u>\$1,074,311.58</u>

SUMMARY OF BILLS TO BE APPROVED AT COUNCIL ON AUGUST 16, 2016

<u>FUND</u>	<u>BILLS</u>		
	FY 15/16	FY 16/17	TOTALS
728 DEATH BENEFIT	\$ -	\$ -	\$ -
731 PENSION	\$ 1,108.85	\$ 350.00	\$ 1,458.85
737 RETIREE HEALTH CARE	\$ -	\$ -	\$ -
	<u>\$ 1,108.85</u>	<u>\$ 350.00</u>	
TOTAL ALL PAYABLES			<u>\$ 1,458.85</u>

Yeas: Klinefelt, Lucido, Marion, Pixley and DeMonaco
Nays: None

Mayor Pixley announced the second Hearing of the Public, with no public participation.

Carl Springer continued to voice his concern regarding the MTU failure and high water bill. Mayor Pixley asked that Mr. Blum and Mr. Duchane meet with Mr. Springer to discuss his concerns.

Mayor Pixley announced Mayor and/or Council Reports.

Councilman Klinefelt had no report.

Councilwoman Lucido had no report.

Councilman Marion commented that he is looking forward to wayfinding sign meeting on Thursday morning.

Councilman DeMonaco announced Movies in the Plaza tomorrow night, this weekend will be at Tiger Game for high school ten-year reunion and wished everyone a nice Labor Day weekend.

Mayor Pixley announced that every year classes from East Detroit High School get together on the third Friday in the month of August and that is this Friday at Kennedy Park at 10:00 a.m. and wished everyone a great Labor Day.

Motion by DeMonaco, seconded by Klinefelt, to adjourn the meeting at 7:54 p.m.

Yeas: DeMonaco, Klinefelt, Marion, Pixley and Lucido
Nays: None

STEVE M. DUCHANE
CITY CLERK

SUZANNE L. PIXLEY
MAYOR



CITY of EASTPOINTE

EASTPOINTE CITY COUNCIL ACTION SUMMARY SHEET

MEETING DATE: September 6, 2016

TOPIC: Approval of Renewed Video Service Local Franchise Agreement - AT&T Michigan

BACKGROUND BRIEF: AT&T Michigan is requesting that the City approve its Renewed Video Service Local Franchise Agreement under the Michigan Uniform Video Service Local Franchise Act. Attorney Neil Lehto review the renewed agreement and recommends its approval. Attached is an e-mail of recommendation from Mr. Lehto dated August 19, 2016, together with AT&T's proposed franchise agreement.

As Council is already aware, the Michigan Uniform Video Service Local Franchise Act establishes the guidelines for local franchise agreements, and the City cannot deviate from those guidelines.

SUMMARY OF PREVIOUS COUNCIL ACTION: None on this matter.

FINANCIAL IMPACT: Data not available at this time.

CITY MANAGER'S RECOMMENDATION: Approve the renewed franchise agreement for AT&T Michigan as recommended by Attorney Neil Lehto.

RECOMMENDED MOTION: Motion by , seconded by , to approve the Renewed Video Service Local Franchise Agreement for AT&T Michigan for a period of ten years and authorize the City Manager to execute the renewed franchise agreement on behalf of the City.



RECEIVED

AUG 10 2016

CITY OF EASTPOINTE
CITY MANAGER'S OFFICE

Jim Murray
President
AT&T Michigan
221 N. Washington Square
Lansing, MI 48833
Office: (517) 334-3400
Fax: (517) 334-3429

August 10, 2016

Via UPS Overnight Delivery

Steve M. Duchane
City Manager for the City of Eastpointe
23200 Gratiot
Eastpointe, Michigan 48021

Re: Renewed Video Service Local Franchise Agreement for AT&T Michigan

Dear Mr. Duchane:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Eastpointe, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between AT&T and City of Eastpointe dated May 2, 2007 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. The Commission's Order and Instructions may be found at the following Commission web link: http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf In the Initial Agreement AT&T pays a video service provider fee of 5% and a PEG Fee of 0%. The same fees are included in the Renewed Agreement.

Attachment 1 to the Renewed Agreement contains Confidential Information. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Renewed Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed the "Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth in Confidential Attachment A, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION").

Pursuant to Section XIII of the Renewed Agreement, Section 11 of Act 480, and the Commission's Instructions, the City of Eastpointe as the Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such

Mr. Steve M. Duchane
August 10, 2016
Page 2

information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

The City of Eastpointe has 15 business days beginning on August 11, 2016 within which to notify AT&T if the Renewed Agreement is complete. If the City of Eastpointe does not notify AT&T regarding the completeness of the Renewed Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Renewed Agreement shall be deemed complete. Any notice by the City of Eastpointe regarding the completeness of the Renewed Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Renewed Agreement.

AT&T has a proud history and tradition of providing service in the City of Eastpointe and we look forward to continuing to provide video service.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.



Jim Murray
President
AT&T Michigan

Attachments

cc: Lori Doughty, AT&T External Affairs Manager

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Eastpointe, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Eastpointe:

23200 Gratiot

Eastpointe, Michigan 48021

Attn: City Manager

Fax No.: 586.445.5191

444 Michigan Avenue

Room 1670

Detroit, Michigan 48226

Attn: Yvette Collins, Director - External Affairs

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

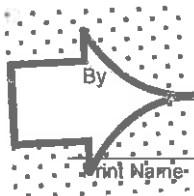
- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement** are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity** are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Eastpointe, a Michigan Municipal Corporation

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan

HERE



Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

By

Print Name

Jim Murray

Title

President

Address

221 North Washington Square

City, State, Zip

Lansing, Michigan 49833

Phone

517.334.3400

Fax

517.334.3429

Email

m42325@att.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: August 10, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): Jim Murray
Title(s): President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Michigan Bell Telephone Company d/b/a AT&T Michigan
CONFIDENTIAL INFORMATION

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Eastpointe, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Eastpointe.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

**Verification
(Provider)**

I, Jim Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Jim Murray, President	
Signature: 	Date: August 10, 2016

(Franchising Entity)

City of Eastpointe, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

Lince, Linda

From: nlehto <nlehto@sbcglobal.net>
Sent: Friday, August 19, 2016 3:34 PM
To: Lince, Linda
Subject: RE: Renewed Video Service Franchise Agreement with AT&T

I have reviewed the franchise agreement submitted for renewal by AT&T. It is my recollection that while both Comcast and WOW are paying a 5 percent franchise fee that neither are paying any PEG support. If so, I recommend putting the agreement up for approval by the City Council.

Neil J. Lehto, Esq.
3530 Wakefield Road
Berkley, Michigan 48072
248 545-1753 (office and fax)
248 765-6419 (cellphone)
nlehto@sbcglobal.net (e-mail)

From: Lince, Linda [mailto:llince@eastpointecity.org]
Sent: Tuesday, August 16, 2016 8:43 AM
To: Neil J. Lehto (nlehto@sbcglobal.net)
Subject: Renewed Video Service Franchise Agreement with AT&T

Mr. Lehto:

Steve Duchane requested that I send the attached agreement to you for review and opinion.

Linda S. Lince
Executive Assistant
City of Eastpointe
23200 Gratiot Avenue
Eastpointe, MI 48021
(586) 445-3661 Ext. 2206
(586) 445-5195 - Fax



EASTPOINTE CITY COUNCIL ACTION SUMMARY SHEET

MEETING DATE: September 6, 2016

TOPIC: Special Event Application - East Detroit High School Homecoming Parade

BACKGROUND BRIEF: East Detroit High School Student Assembly Advisor Stephanie Van Haerents is requesting that the City Council approve a parade permit to allow the high school to conduct its annual Homecoming Parade on Saturday, October 8, 2016. Attached is the Special Event Application from Ms. Van Haerents.

SUMMARY OF PREVIOUS COUNCIL ACTION: None on this matter.

FINANCIAL IMPACT: Approximate cost to the City to provide police and public works services is estimated at \$1,735 (\$1,175 for police and \$560 for public works).

CITY MANAGER'S RECOMMENDATION: Approve the Special Event Application for the East Detroit High School Homecoming Parade for Saturday, October 8, 2016, subject to the conditions recommended by City Department Directors.

RECOMMENDED MOTION: Motion by , seconded by , to approve the Special Event Application for the East Detroit High School Homecoming Parade for Saturday, October 8, 2016, from 11:00 a.m. to 12:00 noon, with the conditions that the East Detroit Public Schools pay the full cost (\$1,735) for City services and submit to the City a general liability insurance certificate naming the City of Eastpointe as additional insured on the policy for the event.

Received by _____

Date: _____

City of Eastpointe Special Event Application

Return to: Building Department
23200 Gratiot Avenue
Eastpointe, MI 48021
586-445-3661

Special Events and activities permitted in the City of Eastpointe require approval of the City Council, in accordance with section 6-84 of the ordinance. Application must be made to the City Manager's office 30 days in advance of the proposed event. (This application is not for a Temporary outdoor sales permit – which you can obtain from the building department in accordance with ordinance 50-401). The application fee is set forth in the City's fee schedule.

I. EVENT INFORMATION

1. Event Name: 2016 East Detroit Schools Homecoming Parade
2. Event type: Describe event: Annual Homecoming parade through the streets of Eastpointe. From East Detroit High School Gratiot lot to Memorial Field on 10 mile. Cars, marchers, floats, ec.
3. Event Date(s): Saturday, Oct. 8th, 2016 Day(s) of the week: Saturday
Event Start Time : 11:00am
4. Location of Event: Starts at EDHS Gratiot Lot and ends at Memorial Field.
5. Facilities to be used (circle):
Property Street Sidewalk Private
6. Set-up Times: Begin: 11:00 am Dismantle: 11:45 am
7. Estimated Crowd: 250-300 Number of Participants: 50

II. APPLICANT INFORMATION

8. Organization Name: East Detroit Public Schools

Applicant Name: Stephanie VanHaerents

Title: Activities Director

Address & Zip Code: 15501 Cozzens, Eastpointe, MI 48021

Email Address: svanhaeren@eds.misd.net

Phone Numbers: Home: 313-971-8750 Office: 586-533-3722

Cellular: 313-971-8750 Fax: _____

9. Event On-Site Contact Person: Stephanie VanHaerents

Phone Numbers: Cellular: 313-971-8750 Office: 586-533-3722

III. PUBLIC SAFETY REQUIREMENTS

NOTE: The City of Eastpointe may require certain public safety standards to be met by the event organizer.

All services for Police, EMS & Fire are at an additional cost and not included in the application fee.

10. **Eastpointe Police:** If your event is taking place on roadways – Police are required

What services are requested from the Police? To lead the parade

Location(s) & Time(s) Police are requested:

The parade starts at 11:00am from the EDHS Gratiot Lot. Route attached.

11. What are your security plans for the event? (Ex. Hiring Eastpointe Police or Private Security Firm)

We have our own security through the district

12. Are you setting up tents at your event? Yes _____ No XXXX

If Yes, what size are the tents? _____

NOTE: Certificate of flammability is required for all tents over 10 X 10 – the building department has additional information on tent requirements.

ALL TENTS REQUIRE PERMITS – UPON APPROVAL OF YOUR EVENT, OBTAIN A PERMIT FOR THE TENT FROM THE BUILDING DEPARTMENT.

13. If you are requesting approval for a tent, show a site plan layout with the location of the tent and the dimensions.

IV. DEPARTMENT OF PUBLIC WORKS

14. **Department of Public Works: SHOWMOBILE, BARRICADES, CONES, BARRELS, PORTABLE ARROW SIGNS AND/OR FENCING & OTHER SERVICES**

We need them to block off streets during the parade.

Clean Up Plan: Please list your clean up plans.
We will clean up as parade goes along.

V. ACCESSABILITY INFORMATION

Please check Yes, No, or N/A next to each question. If you check NO to a question but feel that you have reasonable grounds as to why you cannot provide that particular service, please explain on a separate sheet of paper and attach it to the application. Check N/A only if a question truly does not apply to your event (i.e. an event that is held only outdoors would not have an answer to a question asking about doorway widths.) Please see Regulations for further explanation of terms and for specific dimensions.

<u>Accessible Areas</u>	YES	NO	N/A
Are all sections of the event accessible, or if they are not, are there separate sections providing the same function serving people with and without disabilities?	X		
<u>Entrance</u>			
Is the route of travel to the entrance firm, stable, and slip resistant?			X
If portions of this event are held indoors, are there accessible entrances?			X
<u>Paths of Travel</u>			
Are pedestrian pathways of proper width?	X		
Are all curb cuts clear of obstructions?	X		
Are all pedestrian pathways free from barriers or if there are barriers are they detectable to white cane users?	X		
	YES	NO	N/A
Is all wiring that crosses pedestrian paths properly anchored?	X		
<u>Parking and Transportation</u>			
Are the proper amount of handicapped parking spaces available?	X		
<u>Restrooms</u>			
If permanent or portable restrooms are available to the participants, are the proper number of restrooms accessible?	X		
<u>Tables and Concessions</u>			
Are the proper number of tables in eating areas accessible?			X

18. Parking: Describe parking areas available

Enough parking is available at East Detroit High School and Memorial Field.

19. Signs: Describe all signs/banners you propose for this event: (size, location, type)

Signs will be made by students using poster/paint. They will carry them in the parade.

VIII. VENDING & SALES

20. Any Vending or Sales? Yes _____ No XXXXXXXX

Are the proposed sales to be conducted outside of the building? _____

Are the proposed sales related to the business? _____

Circle all that apply:

Food
Buttons
Other: _____

Beverage
Books

T-Shirts/Hats
Balloons

Beer/Liquor/Wine: Extension of premises permit is required through the Michigan Liquor Control Commission. Contact the MLCC for their requirements so you have enough time to obtain approval: LLC Phone # 866-813-0011;

Outdoor food sales/services: Contact the Macomb County Health Department at 586-469-5235.

IX. COMMUNICATIONS & PROMOTIONS

21. Is there any other information you feel is important regarding your event?

This is an annual event that brings the community and school district together in a positive light

X. SUMMARY OF CITY SERVICES REQUESTED

Any services deemed necessary by the City will be charged to the applicant.

<u>CITY ENTITY</u>	<u>SERVICES REQUESTED</u>	
POLICE	YES X	NO_____
FIRE	YES_____	NO_____
EMS	YES_____	NO_____
DPW	YES X	NO_____
PARKS AND REC	YES_____	NO_____
CLERK	YES_____	NO_____
BUILDING DEPARTMENT	YES_____	NO_____

XI. AFFIDAVIT OF APPLICANT

I hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand, and agree to abide by the City's ordinances and regulations governing this proposed Special Event. I also agree to comply with all other local, state, and/or federal laws that are applicable to this Event.

I further certify that I understand that allowing non-permitted or unscheduled activities to occur during my event may result in increased costs to me and/or the Organization/Sponsor due to unanticipated operational expenses.

I further certify that I, on behalf of myself and/or the Organization/Sponsor (for which I have submitted a letter indicating I am authorized to act on his/her/its behalf), agree to be financially responsible for paying any costs and fees to the City of Eastpointe that are incurred by the City or on behalf of the event.

If I cancel my event, I will notify the City as early as possible so as to cut down on any cost recovery. I understand that I will be charged for City services provided in advance of the event up through the time of notification.



SIGNATURE OF APPLICANT

8/14/16

DATE

(PRINT NAME: Stephanie Van Haereits)

* This Application MUST be signed prior to submission or it will not be considered completed.

XII. Indemnification statement
Please turn in with application if applicable.

The undersigned represents, stipulates, contracts and agrees that the sponsor of the event permitted pursuant to this Application will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to, or death of persons arising from the sponsor's activities authorized by the Special Event permit.



Applicant as authorized representative/
Agent for the sponsor/organization
of the Event.

8/14/16

Date:

860.03 LIABILITY INSURANCE AND HOLD HARMLESS PROVISIONS.

(a) (1) An application for a license required by this chapter shall be accompanied by policies of insurance to protect the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City from any liability or damage whatsoever, for injury, including death, to any person or property. Said insurance shall be in amounts established by resolution of the City Council. An applicant shall during the duration of its license maintain:

A. Workers compensation and public liability insurance in an amount sufficient to protect itself from any liability or damages for injury, including death, to any of its employees including liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

B. Public liability insurance in an amount sufficient to protect itself and the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against all risks of damage or injury, including death, to property or persons wherever located, resulting from any action or operation in connection with the license.

C. Automobile liability insurance, including property damage, covering all owned or rented equipment used in connection with the business.

(2) All insurance policies shall be issued by companies authorized to do business under the laws of the State. Such policies shall contain appropriate endorsements to save and hold the City, and licensee harmless from any liability or damage whatsoever. Certificates of insurance evidencing such insurance and endorsements shall accompany the application for license. The City shall at all times maintain a copy of each certificate of insurance.

(b) The applicant shall sign a hold harmless agreement whereby it agrees to the fullest extent permitted by law to defend, pay on behalf of, indemnify and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, or any matter which arises out of or is in any way connected or associated with the sale of goods and services for which a license was issued.

(Ord. 934. Passed 12-16-03.)

EDHS 2016 HOMECOMING PARADE!!!

**SATURDAY
OCTOBER 8th, 2016
11:00am**

Parade route:

- Couzens to Linwood
- Linwood to Nine Mile
- Nine Mile to Hayes
- Hayes to Stephens,
- Stephens to Flower
- Flower to Memorial Field.



CITY of EASTPOINTE

EASTPOINTE CITY COUNCIL ACTION SUMMARY SHEET

MEETING DATE: September 6, 2016

TOPIC: Approval of Polling Location Change

BACKGROUND BRIEF: Deputy City Clerk Altimus is requesting City Council approve the change in voting polling location for Precinct 10. Please see attached memorandum from Assistant City Manager/Deputy City Clerk Altimus.

SUMMARY OF PREVIOUS COUNCIL ACTION: None

FINANCIAL IMPACT: Cost of sending out new Voter Identification Cards to the voters of Precinct 10.

CITY MANAGER'S RECOMMENDATION: Approve the change in voting polling location for Precinct 10 from Forest Park Elementary School, 18361 Forest to St. Thomas Lutheran Church, 23801 Kelly.

RECOMMENDED MOTION: Motion by , seconded by , to approve the change in voting polling location for Precinct 10 from Forest Park Elementary School, 18361 Forest to St. Thomas Lutheran Church, 23801 Kelly

Memorandum

To: Steve M. Duchane, City Manager

From: Randy D. Altimus, Assistant City Manager/Deputy City Clerk



Date: August 29, 2016

Re: Polling Location Change

Recommendation:

That the Mayor and City Council approve the change in voting polling location for Precinct 10 from Forest Park Elementary School, 18361 Forest to St. Thomas Lutheran Church, 23801 Kelly.

Background

Over the last four years the Clerk's Office has been trying to work with setting Precinct 10 and 11 up in the Forest Park Elementary School gym. Because of the lack of electrical plugs and the size of the gym it is extremely difficult to set up all the equipment that we needed to run both Precincts. Also, add the fact that Precinct 11 is one of our biggest voting Precincts we decided it was time to look for another location to house Precinct 10 (one our smallest Precincts). Forest Park actually resides in the boundaries of Precinct 11, so we starting looking for a site that would meet the State of Michigan Election Law criteria for being a voting site and have it in the boundaries of Precinct 10.

St. Thomas Lutheran Church on Kelly met those needs. The Clerk's Office sent a letter in April to the St. Thomas Executive Board asking permission to use their facility as a Precinct voting location. We received a favorable response and met with Pastor Mark Hetzner and Linda Bucholtz, Office Manager on August 23rd. We were at that time given a tour of the facility and determined that there is ample parking and the building is currently ADA compliant.

This polling location must be approved before September 9, 2016 (60 days prior to an election) for us to be able to use this facility in the upcoming Election on November 8th. New Voter Identification Cards will be mailed out along with a cover letter indicating the change and a map showing the location of St Thomas. We will also update the State Bureau of Elections and the Eastpointe website. We

August 29, 2016

will utilize every possible means available to publicize the move and will have a sign at the Forest Park Elementary School reminding voters that Precinct 10 has moved. We will also have multiple signs at the St. Thomas location indicating it is a polling location and directions on how to enter the building.

Authorization to move a polling location is given to the legislative body of a city under Michigan Election Law MCL 168.662.

CHAPTER 14 ESTABLISHING VOTING PRECINCTS AND POLLING PLACES

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PRECINCT BOUNDARY REQUIREMENTS: Michigan election law stipulates that all precincts “shall be composed as nearly as practicable of compact and contiguous territory and shall have clearly defined and clearly observable boundaries.” A “clearly observable boundary” is defined under the law as follows:

- A named road or street.
- A road or highway that is part of the federal, state primary, or state secondary road system.
- A river, stream, or drainage feature that is 40 feet or more in width.
- A natural or constructed permanent physical feature that is shown on an official county, city, or township map issued by the Department of Transportation or a United States geological survey topographical map.
- An apartment building, a dormitory or other permanent multiple-unit housing structure.

This office has been advised by the Department of Technology, Management and Budget's Office of Shared Solutions that a village or school district boundary line *can be used* to define a precinct boundary line.

PRECINCT SIZE LIMITS AND VOTING STATION MINIMUMS: Each precinct must not contain more than 2,999 active registered voters. At least one voting station must be provided for every 300 registered voters.

The voting station minimum provided above *must be exceeded when and where appropriate*, after careful consideration has been given to the projected turnout, length of the ballot and the number of voters each voting station can handle per hour. If, after the election commission has considered these three factors, it appears that the number of voting stations needed in each precinct to ensure the orderly conduct of the election *exceeds* the minimum requirements, the minimum requirements *must be exceeded as appropriate*; the election commission does *not* have the option of following the minimum voting station requirements after it has been determined that the minimum is inadequate for the election at hand.

APPROVAL OF PRECINCT BOUNDARY ALTERATIONS: In a township, the approval of all precinct boundary alterations must be granted by the local election commission. In a city, the approval of all precinct boundary alterations must be granted by the local election commission or other officials charged with the performance of the duty by the jurisdiction's charter.

NOTICE TO VOTERS – PERMANENT PRECINCT OR DISTRICT CHANGE: An updated Voter Identification Card must be issued to every voter affected by a permanent voting district change or a precinct reassignment.

- Electors placed in a new Congressional, State Senate, State House or County Commissioner District must be issued a corrected Voter Identification Card. (MCL 168.499(3))
- Electors assigned to a new precinct must be issued a corrected Voter Identification Card. (MCL 168.499(3))

TEMPORARY PRECINCT CONSOLIDATIONS

Temporary Precinct Consolidations: In an instance where a city, township, local school district, intermediate school district or community college district is divided into two or more precincts, the precincts may be combined to conduct any election scheduled in the city, township, or school district other than an even-numbered year November general election, an even-numbered year August primary, a special statewide election or a special federal election. A "consolidated" precinct established under the allowance cannot contain more than 5,000 registered voters. (*MCL 168.659 as amended under PA 296 of 2004*)

- The consolidation of precincts must be effected through the adoption of a resolution by the appropriate election commission on the county, city or township level. The resolution must be adopted at least 60 days prior to the election involved. When determining whether to consolidate precincts for an upcoming election, the election commission must consider the complexity of the ballot and the anticipated turnout for the election. (*MCL 168.659 as amended under PA 296 of 2004*)
- If a decision is made to proceed with the consolidation of precincts for an upcoming election, *whole precincts* must be combined; the precincts involved in the consolidation cannot be divided. (*MCL 168.659 as amended under PA 296 of 2004*)
- In an instance where the consolidation of precincts will make it necessary for voters to attend a different polling place location to participate in the election, the election commission must notify the affected voters of the new polling place location established for the election by mail "or other method designed to provide actual notice to the registered electors." On the day of the election, the election commission must post a notice of the polling place location change at each polling place location eliminated for the election. The notice must provide directions to the new polling place location established for the precinct. (*MCL 168.659 as amended under PA 296 of 2004*)

Obtaining School District Maps: The Department of Technology, Management and Budget's Office of Shared Solutions (OSS) currently has two school district map series available online. The two school district maps series which are available at the present time can be accessed through the URL's listed below:

School District (K-12) maps by county:

http://www.michigan.gov/cgi/0,1607,7-158-12540_13084-100538--,00.html

ISD maps showing all constituent K-12 school districts:

http://www.michigan.gov/cgi/0,1607,7-158-12540_13084-29765--,00.html

NOTES:

- These maps all include a “completion” date; most are dated 2008. Refer to your local school district(s) if you need maps reflecting more recent revisions.
- Most standard internet browsers will allow you to view and print sections of the maps with a standard printer. Better results can be obtained through the use of a large format plotter and color printer.
- If you wish to have OSS print any of the available county maps, an online order form is available. The fees involved are printed on the form. The form can be accessed through the following URL:

http://www.michigan.gov/cgi/0,1607,7-158-12540_13937-101045--,00.html

USE OF SCHOOL BASED PRECINCTS

School District Precincts: In an instance where a *county clerk* is responsible for serving as a school district’s “election coordinator,” the county election commission is responsible for establishing the school district’s precincts and polling place locations for special school elections. (MCL 168.301(5) as amended under PA 71 of 2005) In an instance where a *city or township clerk* is responsible for serving as a school district’s “election coordinator,” the city or township’s election commission is responsible for establishing the school district’s precincts (if there is a need to establish separate precinct boundaries for the conduct of the school district’s special elections) and the city or township’s legislative body is responsible for establishing the school district’s polling place locations (if there is a need to establish separate polling place locations for the conduct of the school district’s special elections).

Precinct Size Limit: Precincts established for the conduct of local school district elections, intermediate school district elections and community college district elections cannot contain more than 2,999 registered voters.

Combined School District Election/Local Election: Regardless of the arrangements made by a “election coordinating committee” chaired by a county clerk, the clerk of a city or township that falls in the local school district, intermediate school district or community college district *must* conduct an upcoming regular or special school election *if the city or township is holding a regular or special election at the same time*. In such an instance, the law extends two options for the administration of the combined school district election/local election:

- The clerk may administer the combined school election/local election with the same precincts and polling places established in the jurisdiction for the conduct of state and federal elections. (If the use of such precincts to administer the school election changes any polling place voters routinely attend to participate in the school district's elections, the city or township clerk is responsible for notifying the affected voters of the polling change for the school election.)
- The clerk may administer the combined school election/local election with the precincts and polling places established by the school district's "election coordinating committee" for the conduct of school elections. (This option cannot be selected without the consent of the county clerk who is functioning as the school district's "election coordinator." In addition, this option cannot be selected if it would result in voters having to travel outside of their city or township of residence in order to participate in the election.)

ESTABLISHING POLLING PLACES: The city council or township board is responsible for determining the location of polling places in the jurisdiction. Michigan election law, MCL 168.662, provides the following with respect to the establishment of polling places:

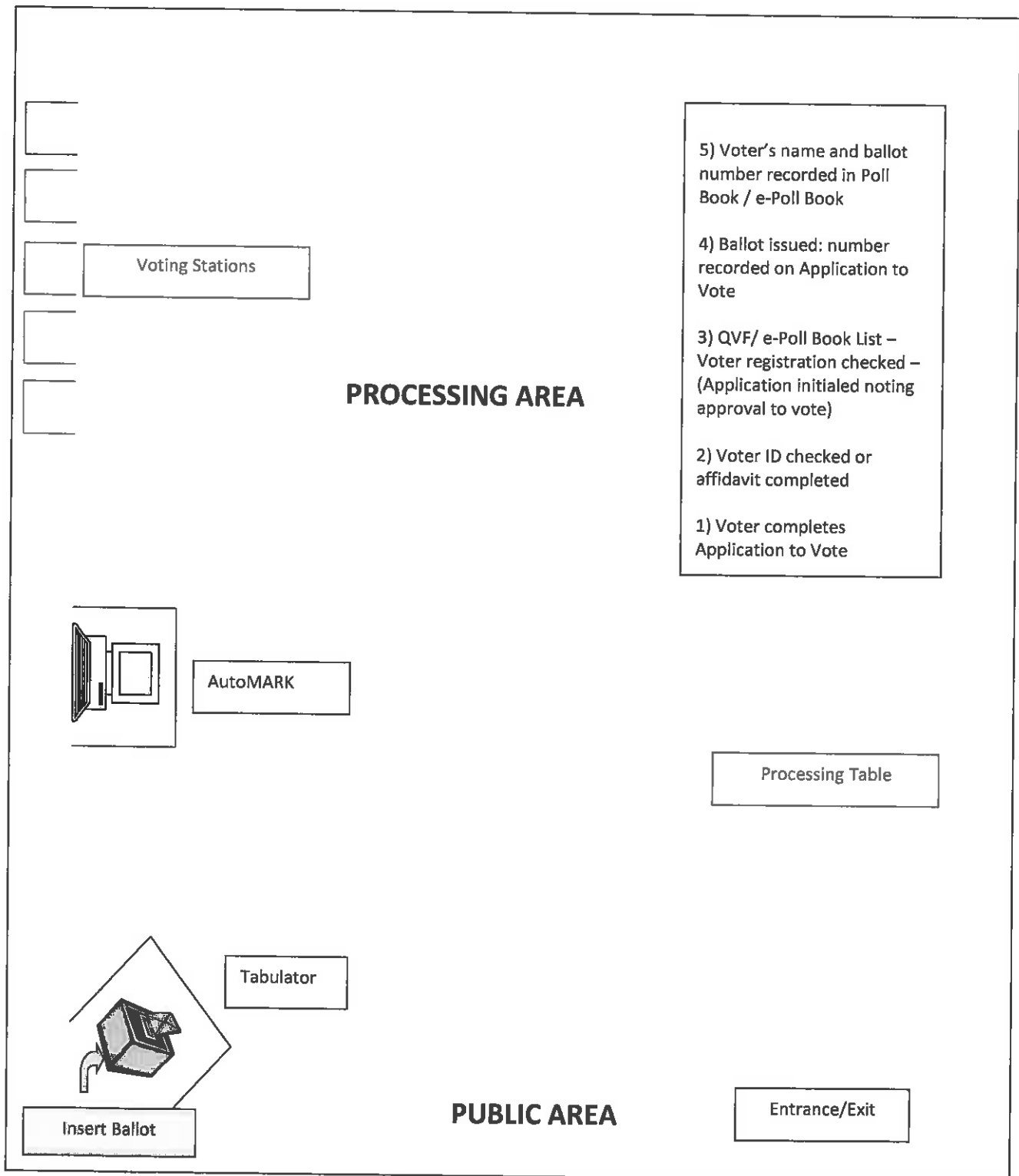
- Whenever possible, a polling place must be located in a publicly owned or controlled facility such as a school building, fire station or police station.
- If it is necessary to establish a polling place in a building other than a publicly owned or controlled facility, the building must be owned or controlled by an organization that is "exempt from federal income tax pursuant to section 501(c) other than 501(c)(4), (5), or (6) of the internal revenue code of 1986...."
- As an exception to the above, a polling place may be established in a "profit or nonprofit residence or facility in which 150 persons or more aged 62 or older reside or at an apartment building or complex in which 150 persons or more reside."
- All polling places must be fully accessible to the elderly and handicapped. If necessary, the use of temporary ramps and signs designating handicap parking spaces may be employed on Election Day to ensure access.

- A polling place may *not* be established in a building that is owned by a business, individual, firm, organization, etc. that has established, directs, controls or financially supports the administration of a Political or Independent Committee registered under the Campaign Finance Act. This prohibition extends to a building owned by a subsidiary of a corporation or the local of a labor organization if the parent corporation or labor organization has established, directs, controls or financially supports the administration of a Political or Independent Committee.
- The same polling place may be used to accommodate up to six precincts if convenient and practicable (each precinct must have its own precinct board.)
- A polling place may not be established, moved or abolished less than 60 days before an election unless the polling place has been “damaged, destroyed, or rendered inaccessible or unusable as a polling place.”

ARRANGING POLLING PLACES: A polling place is composed of a processing/voting area and a public area. When arranging a polling place, consideration must be given to the space needed to establish these two areas, the need for an orderly flow of traffic and the right of voters to cast their ballots in secrecy.

- The processing/voting area of the polling place contains a table and chairs for the election inspectors appointed to work in the precinct. Sufficient room must be available in front of the table for electors who are offering to vote to stand. The election inspectors should be positioned so that they have a clear view of the polling place. The processing/voting area of the polling place also contains the voting stations and ballot boxes needed to serve the precinct. Ballot boxes must be positioned in full view and close to the election inspectors so that they can be monitored at all times. The processing/voting area is reserved for the precinct inspectors engaged in processing voters, the voters applying to vote and in the process of voting, and any challengers qualified to serve in the precinct. No other persons have the authority to be present in the processing/voting area.
- The public area is reserved for voters entering and exiting the polling place and any persons on hand to observe the election who do not have official “challenger” status.
- Some type of barrier must be established so that the processing/voting area of the polling place can be distinguished from the public area of the polling place. In instances where a polling place is

used to accommodate two or more precincts, care must be taken to clearly separate the precinct boards to avoid voter confusion.





EASTPOINTE CITY COUNCIL ACTION SUMMARY SHEET

MEETING DATE: September 6, 2016

TOPIC: Introduction and First Reading of Ordinance No. 1131 - City Fee Schedule

BACKGROUND BRIEF: City Council is scheduled to introduce and give first reading to Ordinance No. 1131 which replaces the existing City Fee Schedule. Attached is a copy of the ordinance and a comparison of the fee schedule changes.

City Council Policy 6 Cost of Service and User Fees states:

User fees and charges are payments for voluntarily purchased, publicly provided services that benefit specific individuals. The city relies on user fees and charges to supplement other revenue sources in order to provide public services.

Indirect cost charges will be assessed to reflect the full cost of identified services.

6.01 The city may establish user fees and charges for certain services provided to users receiving a specific benefit.

6.02 On a regular basis, the city will conduct a cost of service study to identify the full cost of providing a service for which fees are charged. The calculation of full cost will include all reasonable and justifiable direct and indirect cost components.

6.03 User fees shall be reviewed on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary. Competing policy objectives may result in reduced user fees and charges that recover only a portion of service costs.

6.04 The city shall establish cost allocation models to determine the administrative service charges due to the appropriate operating fund for overhead and staff support provided to another fund.

SUMMARY OF PREVIOUS COUNCIL ACTION:

09/01/2009 – City Council requests a comparison between current fees and any proposed new or amended fees and takes no action on introduction and first reading of the ordinance.

09/15/2009 – City council tables action on the introduction and first reading of Ordinance No. 1016 and requests an explanation and justification for any fee increases.

10/06/2009 – City Council discusses Ordinance No. 1016.

01/19/2010 – City council holds a work session on the fee schedule, makes desired changes including removing some building department fees until additional information can be provided, and introduces and gives first reading to Ordinance No. 1016 establishing the fee schedule as amended.

02/02/2010 – City Council gives second reading to, and adopts, Ordinance No. 1016 establishing the City Fee Schedule.

03/02/2010 – City Council gives second reading to, and adopts, Ordinance No. 1019 amending the City Fee Schedule.

08/10/2010 – City Council gives second reading to, and adopts, Ordinance No. 1027 amending the City Fee Schedule.

09/21/2010 – City Council gives second reading to, and adopts, Ordinance No. 1031 amending the City Fee Schedule.

11/16/2010 – City Council gives second reading to, and adopts, Ordinance No. 1035 amending the City Fee Schedule.

09/20/2011 – City Council gives second reading to, and adopts, Ordinance No. 1052 amending the City Fee Schedule.

11/01/2011 – City Council gives second reading to, and adopts, Ordinance No. 1055 amending the City Fee Schedule.

06/19/2012 – City Council gives second reading to, and adopts, Ordinance No. 1067 amending the City Fee Schedule.

06/03/14 – City Council tabled the introduction and first reading of Ordinance No. 1107.

07/01/14 - City Council gives second reading to, and adopts, Ordinance No.

1107 amending the City Fee Schedule.

11/15/14 - City Council gives second reading to, and adopts, Ordinance No. 1115.

FINANCIAL IMPACT:

The purpose of consolidating City fees into one comprehensive document is to create ease in reviewing and updating fees annually to make sure that the City is charging fair and equitable fees for programs, services, and documents while also making sure that the City is recouping to the extent possible the costs of providing municipal services and products. The proposed fee schedule includes adjustments to some fees to bring them in line with current costs while retaining previous fees or reducing fees in other areas.

CITY MANAGER'S RECOMMENDATION:

Introduce and give first reading to Ordinance No. 1131 replacing the existing City's Fee Schedule and schedule the ordinance for second reading and consideration for adoption at the City Council's September 20, 2016, regular meeting.

RECOMMENDED MOTION: Motion by , seconded by , to introduce and give first reading to Ordinance No. 1131 which replaces the existing City Fee Schedule and schedule the ordinance for second reading and consideration for adoption at the City Council's September 20, 2016, regular meeting.

CITY OF EASTPOINTE
MACOMB COUNTY
STATE OF MICHIGAN

ORDINANCE NO. 1131

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF EASTPOINTE BY REPLACING SEC. 2-525 WITH A NEW SEC. 2-525 ENTITLED "CITY FEE SCHEDULE FOR PUBLIC RECORDS AND CITY SERVICES AND PROGRAMS"

THE CITY OF EASTPOINTE ORDAINS:

SECTION 1. The following fee schedule is hereby established for public records, services, and programs provided by the City of Eastpointe.

<u>ADMINISTRATION</u>	<u>FEES</u>
Engineering & Architectural Services:	
Plan Review Fees	Consultant Fee + 10% Administrative Fee
Plan Revision Review Fee	Consultant Fee + 10% Administrative Fee
Engineering Bid Packet Fee	Consultant Fee + 10% Administrative Fee
R.O.W. Permits:	
•Review Fees – Public Improvements	Consultant Fee + 10% Administrative Fee
•Review Fees – Privately Owned Facility	Consultant Fee + 10% Administrative Fee
•Inspection	Consultant Fee + 10% Administrative Fee
Telecommunications R.O.W. Application Fee	550.00
Inspection Fees	Consultant Fee + 10% Administrative Fee
Easement Vacations	Attorney & Consultant Fees + 200.00
Easement Encroachments	Attorney & Consultant Fees + 225.00
<u>ASSESSING</u>	
Lot Combinations/Lot Splits	75.00 per each new parcel number
Address Assignment	10.00
<u>BUILDING & ENFORCEMENT</u>	
Administrative Fee:	
Snow, ice and debris removal	Actual expense plus 100.00 administrative fee

Noxious weeds and refuse	Actual expense plus 100.00 administrative fee
Permit fees for specified work:	
Above-ground Swimming Pool	50.00
Demolition – Residential	75.00
Demolition – Commercial/ Industrial	300.00
Parking Lot:	
• 0 – 5,000 sq. ft.	100.00 + Engineering Review Fee
• 5,001 and over sq. ft.	150.00 + Engineering Review Fee
Zoning:	
• Shed – 200 sq. ft. or less	40.00
• Shed – Over 200 sq. ft.	Require building permits – fee calculated under “Construction and Installation Permit Fees”
• Residential Fence (6’ or less in height)	40.00
• Sidewalk/Driveway (not more than 30” above adjacent grade and not over a basement or story below)	40.00
Re-instatement fee	All permits remain valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work. Minimum fee is 50.00.
Plan Review Fees	
Residential Plan Review (new 1- 2 family residential structure)	75.00
Residential Plan Review (home in excess of 3,500 sq. ft.)	100.00 + 20% of valuation of home exceeding \$100,000
Commercial/Industrial Plan Review Fee	30% of Building Permit Fee
Special Inspections/Permits	
Special events and activities application	75.00 + 5.00 for each farmers market vendor per week
Pre-permit Issuance	50.00

Liquor License Inspection	75.00
Coin Operated Machines, each location	30.00 + 10.00 for each additional machine
Change of Occupancy	50.00
Progress Inspection	50.00
Property Record Report	25.00
Re-inspection – Building Permit	50.00
Re-inspection – Mechanical, Electrical, and Plumbing	50.00 + Administrative Fee
Temporary Outdoor Sales (other than garage sales)	50.00
Christmas Tree Lots – Bond	150.00
Garage Sales – First sale in calendar year	5.00
Garage Sales – Second sale in calendar year	10.00
Information Inspection (for business license)	75.00
<u>Residential Rental Property</u>	
Single Family (registration and first inspection)	135.00
Late Fee	25.00 per unit (21 day grace period)
Duplex (two-family) Registration and first inspection)	210.00
Late fee	25.00 per unit (21 day grace period)
Multi-Family (registration and first inspection)	105.00 + 105.00 each additional unit in the same building inspected at the same time
Late fee	25.00 per unit (21 day grace period)
Second inspection	50.00 per unit
Lock out per unit	35.00
3 rd of more inspections	100.00
Failure to certify rental property within 120 days of expired certificate (when property is occupied)	250.00
Failure to register property as a rental (when property is occupied)	250.00

Vacant Structures	
Fee to cover cost of record maintenance, initial inspection and final certificate of compliance inspection	250.00
If paid on or before the due date	225.00
Properties vacant in excess of two years, additional fee per year	75.00
If paid on or before the due date	50.00
Bonds	
Demolition of Residential and Accessory Building	300.00
Demolition of Commercial or Industrial Building	1,000.00
One and Two-Family Building	500.00
Alterations, Accessory Structures, In-ground Swimming Pools	200.00
Multi-Family Structures (per unit)	250.00
Commercial or Industrial Building	1,000.00
Projects with a value less than \$5,000	No bond required
Monthly Meeting Fees	
Construction Board of Appeals	350.00
Property Maintenance Board of Appeals	250.00
Planning Commission	
• Regular or special meeting	300.00
• Special Use Approval	400.00
• Rezoning	1,000.00
• Application Review	Actual Engineer, Planner, and Attorney Fees + 10% administrative fee
• Masonry Wall Review	50.00
Zoning Board of Appeals:	
• Regular or special meeting	425.00
• Multiple variances	500.00
• Application Review	Actual Engineer, Planner, and Attorney Fees + 10% administrative fee

<u>Contractor License Registration fees</u>	
Journeyman*	0.50
Master Plumber*	1.00
Mechanical*	15.00
Electrical	15.00
Building	15.00
*Required to register and pay a registration fee at the time State of Michigan license expires. License holder must appear in person to register license.	
<u>Construction and Installation Permit Fees</u>	
Application fee (non-refundable)	30.00
Re-instatement fee	All permits remain valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work. Minimum fee is 50.00.
Construction cost up to \$1,000*	75.00
Construction cost \$1,001 to \$10,000*	\$75.00 + \$10.00 per \$1,000 in construction cost over \$1,000
Construction cost \$10,001 to \$100,000*	\$165.00 + \$4.00 per \$1,000 in construction cost over \$10,000
Construction cost \$100,001 to \$500,000*	\$435.00 + \$4.00 per \$1,000 in construction cost over \$100,000
Construction cost \$500,001 and over*	\$1,235.00 + \$3.00 per \$1,000 in construction cost over \$500,000
Permit Extension – 6 months	50.00
Fine for work commenced prior to issuance of permit	50.00
Refunds	First \$50.00 non-refundable
*Construction costs are based on State of Michigan Construction Codes Square Foot Construction Cost Table.	
<u>Electrical Permit Fees</u>	
Administration Fee	Permit Fee x 10%
Application Fee	50.00

Service through 200 amp	10.00
Service >200 to 600 amp	15.00
Service >600 to 800 amp	20.00
Service >800 to 1200 amp	25.00
Service over 1200 amp GFI only	50.00
Circuits	5.00
Light Fixtures – per 25	6.00
Dishwasher	5.00
Furnace – unit heater	5.00
Electrical Heating Units (baseboard)	4.00
Power Outlets (ranges, dryers, etc.)	7.00
Signs – Unit	10.00
Signs – Letter	15.00
Signs – Neon, each 25 feet	20.00
Feeders – bus ducts, etc. – per 50'	6.00
Units up to 20 K.V.A. or H.P.	6.00
Units 21 to 50 K.V.A. or H.P.	10.00
Units 51 K.V.A. or H.P. or over	12.00
Fire Alarms – up to 10 devices	50.00
Fire Alarms – 11 to 20 devices	100.00
Fire Alarms – over 20	5.00 each
Data/Telecommunications Outlets:	
• 1 – 19 devices	5.00 each
• 20 – 300 devices	100.00
• Over 300 devices	300.00
New House (includes first 25 fixtures, 9 circuits, 100 amp service, smoke detectors, range, dryer, range hood, and furnace connection)	175.00
Air Conditioning:	
• Residential	17.00
• Commercial:	
o Up to 5 tons	22.00
o 5 to 40 tons	33.00
o Over 40 tons	55.00
Stand-By Generator – emergency generator	55.00
Stand-By Generator – over 30 K.W.	110.00
Special/Safety Inspection	50.00
Additional Inspection	50.00
Continuation Inspection	25.00

Final Inspection	50.00
License Registration Fee	15.00
Electrical Plan (Code) Review – commercial/ industrial	30% of total electrical permit fees
Mechanical Permit Fees	
Administrative Fee	10% of total permit fees
Application Fee (non-refundable)	50.00
Residential Heating System (includes duct and pipe – new buildings only)	50.00
Gas/Oil Burning Equipment (new or conversion units)	30.00
Residential Boiler	30.00
Water Heater	5.00
Flue/Vent Damper	5.00
Solid Fuel Equipment (including chimney)	30.00
Solar (set of 3 panels, including piping)	20.00
Gas Piping – each opening, new installation	5.00
Air Conditioning (includes split system)	30.00
Heat Pumps – complete residential	30.00
Bath & Kitchen Exhaust	5.00
Tanks:	
• Above ground	20.00
• Above ground connection	20.00
• Underground	25.00
• Underground connection	25.00
Humidifiers	10.00
Piping – minimum	25.00 or 0.05/foot, whichever is greater
Process Piping	0.05/foot
Duct – minimum	25.00 or 0.10/foot, whichever is greater
Heat Pumps – commercial, pipe not included	20.00
Air Handlers/Heat Wheels:	
• Under 10,000 CFM	20.00
• 10,000 CFM and over	60.00
Commercial Hoods	15.00
Heat Recovery Units	10.00
V.A.V. Boxes	10.00
Unit Ventilators	10.00
Unit Heaters (terminal units)	15.00

Fire Suppression/Protection – minimum	20.00 or 0.75/head, whichever is greater
Evaporator Coils	30.00
Refrigeration (split system)	30.00
Chiller	30.00
Cooling Tower	30.00
Compressor	30.00
Additional Inspection	50.00
Continuation Inspection	25.00
Final Inspection	50.00
License Registration Fee	15.00
Mechanical Code Review – commercial and industrial	30% of total mechanical permit fees
Plumbing Permit Fees	
Administrative Fee	10% of total plumbing permit fees
Application Fee (non-refundable)	50.00
Mobile Home Park Site	5.00 each
Fixture, floor drain, special drain, water-connected appliance	5.00 each
Stacks (soil, waste, vent, and conductor)	3.00 each
Sewage Ejector or Sump	5.00 each
Sub-soil Drain	5.00 each
Water Service:	
• Less than 2"	5.00
• 2" to 6"	25.00
• Over 6"	50.00
Connection of Building Drain – Building Sewers	5.00
Sewers – sanitary, storm, or combined:	
• Less than 6"	5.00
• 6" and over	25.00
Manholes and Catch Basins	5.00 each
Watering Distribution Pipe (system):	
• ¾" pipe	5.00
• 1" pipe	10.00
• 1-1/4" pipe	15.00
• 1-1/2" pipe	20.00
• 2" pipe	25.00
• Over 2" pipe	30.00
Reduced Pressure Zone Backflow Preventer	5.00 each

Domestic Water Treatment and Filtering Equipment	5.00
Medical Gas System	45.00
Additional Inspection	50.00
Continuation Inspection	25.00
Final Inspection	50.00
License Registration Fee – Master Plumber	1.00
Plumbing Code Review Fee – commercial and industrial	30% of total plumbing permit fees
CITY CLERK	
Adult Book Store:	
Initial license/investigation	310.00
Annual renewal fee	155.00
Adult Mini Motion Picture Theater: (less than 50 persons)	
Initial license/investigation	310.00
Annual renewal fee	155.00
Adult Motion Picture Theater: (more than 50 persons)	
Initial license/investigation	310.00
Annual renewal fee	155.00
Amusement Park/Carnival:	
Less than 2 weeks in any year	
First day	31.00
Each additional day	7.00
Over 2 weeks in any year	
Annual fee	350.00
IRS 501(c)3 Purpose	Exempt
Auction/Auctioneer	72.00
Bar-Tavern	72.00
Billiard Rooms:	
Initial license/investigation	310.00
Annual renewal fee (incl. first table)	36.00
Each additional table	7.00

Bike License: (4 year cycle)	
4 year	3.00
3 year	2.25
2 year	1.50
1 year	75
Block Party	50.00 cash, personal or surety bond
Business Listing Report (printed only)	50.00
Cabaret:	
Initial license/investigation	310.00
Annual renewal fee	155.00
Car Wash	31.00
IRS 501(c)3 Solicitors	No Fee
Copies – miscellaneous single copies	1.00 first page0.50 additional pages
Dance Halls: (non-transferable)	
Initial license/investigation	310.00
Annual renewal fee	31.00
Dog License:	
Neutered	One Year - 7.00 Three Year – 10.00
	One Year - 10.00
Show Dog	Three Year – Not Available
Non-Neutered	One Year - 13.00 Three Year – 25.00
	One Year – 7.00
Puppy	Three Year – Not Available
Late License (after March 1 or after 30 days)	One Year – 10.00 AdditionalThree Year – 10.00 Additional
Replacement Tag	2.00
	One Year – 25.00
Vicious Dog	Three Year – Not Available
Kennel Permit Application/ Inspection by ACO	20.00
Duplicate Business License (replacing lost, mutilated, etc.)	5.00

Fire Extinguisher (Portable Services: (non-transferable)	
Initial registration	103.00
Annual renewal fee	31.00
Fireworks Sales Permit	31.00
Fortunetelling Business	31.00
Annual renewal fee	31.00
Fortuneteller (each individual)	155.00
Annual renewal fee	31.00
Going Out of Business Sale	52.00
Handbill Distribution (political is exempt)	55.00
Home Occupation Fee (includes Building Department inspection)	35.00
Annual renewal fee	20.00
Hotels and Motels:	
First 10 units	31.00
Additional unit	3.00
Ice Cream Vendors: (Clerk's-Licensing)	
First vehicle and driver	36.00
Each additional driver	20.00
Ice Cream Vendors: (Police Department)	
Safety inspection (per vehicle)	35.00
Re-inspection (per vehicle)	35.00
Kennels:	
License (10 dogs)	31.00
Additional per dog (11 to 20)	7.00
Additional per dog (21 +)	3.00
Martial Arts Weapon Sales: (non-transferable)	
Initial license/investigation	310.00
Annual renewal fee	31.00

Massage Parlors: (non-transferable)	
Initial license/investigation	310.00
Annual renewal fee	155.00
Mechanical Amusement Devices & Electronic Video:	
***Games (token or coin-operated)	
Distribution Fees:	
Initial license (non-refundable)	206.00
Annual renewal fee	31.00
Arcade: (4 or more devices/EP business obligation)	
Initial license (non-refundable)	650.00
License per device (max = \$500/year)	31.00
Annual renewal fee per device (max = \$500/year)	31.00
Arcade: (3 or less devices/EP business obligation)	
Initial license (non-refundable)	31.00
License per device	31.00
Annual renewal fee per device	31.00
Miscellaneous: (Licensing in general), includes, but not limited to:	
Contracting Business	31.00
Employment Agency	31.00
Garage	31.00
Laundromats	31.00
Manufacturing/Processing	31.00
Recreational (bowling, batting cage, laser tag, etc.)	31.00
Rental Shops (does not include trailers)	31.00
Repair Service	31.00
Retail	31.00
School (Business)	31.00
Wholesale	31.00
Pawnbroker/Secondhand & Junk Dealers (non-transferable)	515.00

Peddlers & Vendors:	
Three-day license	
Initial license/investigation (company + 10 employees)	55.00
Additional employees - each	5.00
Renewal – three days (no sig. changes)	30.00
Current Eastpointe business	35.00
Expedited processing fee (within 7 days of event)	50.00
Ninety-day license	
Initial license/investigation (company + 10 employees)	160.00
Additional employees - each	5.00
Renewal – ninety days (no sig. changes)	30.00
Current Eastpointe business	35.00
Expedited processing fee (within 7 days of event)	50.00
Precious Metal & Gem Dealer (State Law Fee)	50.00
Restaurants	31.00
Service Stations & Motor Lubricants:	
Annual license	31.00
First pump	8.00
Additional pumps (each)	4.00
Showmobile	175.00/day Must provide proof of liability insurance
Snow Removal	
Annual license	20.00
Additional Vehicle	5.00 per vehicle
Snow Ban Parking Permit	15.00
Tattoo Parlor (non-transferable)	
Initial license/investigation	310.00
Annual renewal	155.00

Tattooist (non-transferable)	
Initial license/investigation	155.00
Annual renewal	31.00
Taxi Cabs:	
Clerk-License	
Annual (per vehicle)	31.00
Police Department	
Safety inspection (per vehicle)	35.00
Re-inspection (per vehicle)	35.00
Temporary Structures (if approved by ZBA) – per building/structure	103.00
Theater – Indoor	55.00
Theater – Adult (see adult Motion picture theater)	
Trailer Rental Agencies	31.00
Transfer of License	20.00
Tree Trimmer (per vehicle)	15.00
Used Car Lot/Sales:	
Initial license/investigation	155.00
Annual renewal	31.00
Vending Devices:***	
License application fee	None
Coin-operated children's amusement per device	15.00
Coin-operated billiards table (per table)	15.00
Coin-operated vending (food, tobacco, beverage) per device	10.00
Vendors (see Peddlers & Vendors)	
Voter Information:	
Voter listing on CD/email	10.00
Voter listings on labels	5.00 + .25 per page

Daily AV report by email	1.00
Daily AV report on paper/labels	1.00 per page
Precinct Map	2.50
Election Results	2.50
***Licensing fees are in addition to the general business license fee	
<u>CITY MANAGER</u>	
Freedom of Information requests	As determined by State law
<u>FINANCE</u>	
Recreate tax bill	2.00
Recreate water bill	2.00
Monthly duplicate water bill – mailed	0.75
Monthly duplicate water bill – emailed	No Charge
Final water bill	10.00
Returned check charge	42.00
Create Tax certification	10.00
<u>FIRE</u>	
Fire Investigation Fees:	
Audio CD (dispatch recordings)	75.00
Basic fire/ambulance report	10.00
Investigative fire report (i.e., basic fire report, drawings, field notes, witness statements, anything written)	50.00
Mailing fees (certified)	10.00
Paper copies	1.00 first page, 0.50 additional pages
Photos:	
5"x7" color print	10.00
8x10" color print	15.00
Photo CD	50.00

Fire Prevention User Fees:	
Annual fire inspection	No Fee
Commercial plan review	100.00
Dry or wet fire suppression plan review	25.00
False alarm fees: (within a 12 month period)	
First response	No Fee
Second response	115.00
Third response	270.00
Fourth and subsequent Responses	550.00
Fire alarm plan review	50.00
LLC inspection	75.00
New business license (C of O)	75.00
Re-inspection:	
First time	No Fee
Second time	125.00
Third time	200.00
Fourth time +	325.00
Sprinkler plan review, plus witness hydrostatic and flow test:	
1-100 Heads	225.00
101-200 Heads	250.00
201+ Heads	350.00
Witness fire alarm or puff test	75.00
<u>LIBRARY</u>	
Fees:	
Any case not returned for AV Material	2.50
Lost AV material	Replacement cost + 10.00 processing fee
Lost book	Replacement cost + 5.00 processing fee
Lost magazines	3.00
Non-resident card (outside of cooperative)	200.00/year
Loan Fines:	
Auto manuals/GED study guides/art prints/sculpture	0.50/day
Books/audio cassettes/Compact discs	0.25/day
Videocassettes/Non-Fiction DVDs	1.00/day
DVDs (Classic & Feature)	2.00/day

Maximum fines:	
Books/videocassettes/Compact discs/Non-Fiction DVDs	10.00
DVDs (Classic & Feature)	20.00
Magazines	2.00
POLICE	
Audio tape	25.00
Black & white photographs	5.00/page
Color photographs	10.00/disc
Compact disc/DVD	25.00/disc
False Alarm Fees:	
First time	No Fee
Second time	No Fee
Third time	25.00
Fourth time	50.00
Fifth time	100.00
Sixth time+	125.00
Fingerprints	20.00
Ice Cream Truck Inspection (per vehicle)	35.00
Re-inspection (per vehicle)	35.00
Impounded Vehicles	30.00
Liquor License Fees: (nonrefundable)	
Application for SDM/SDD	500.00
Application for Class B, C, Private Club, Tavern	1,000.00
Drop/add names (immediate family or shareholder partial transfer)	150.00
Temporary liquor license	25.00
Permit requiring notarization (duplicate or replacement)	10.00

Preliminary Breath Tests:	
Resident	10.00
Non-resident	20.00
Public vehicle license – original or renewal	20.00
Purchase permit notarization	10.00
Record check/CCH	MSP Form
Release of prisoner property	\$10.00
Taxi Cab Inspection (per vehicle)	35.00
Re-inspection (per vehicle)	35.00
<u>PUBLIC WORKS</u>	
Rubbish	Current labor and benefit rate charged in increments of one hour, per employee used. One hour of supervision time will be charged for each pick. Equipment – current State Schedule C rental rates.
Solid Waste Collection and Disposal Fee	10.86 per month per residential address
Disposal:*	
Less than a pickup truck load	30.00
Full pickup truck load	60.00
Dump truck load	100.00 + dump fees
Signs – Damaged or New	Cost of material, labor, benefits, equipment and ten (10) percent overhead.
Trees – private trees that fall into right-of-way	Cost of material, labor, benefits, equipment and ten (10) percent overhead.
<u>WATER/SEWER</u>	
Water Tap & Meter Fees:	
5/8" service	2,000.00 + concrete replacement
3/4" service	2,100.00 + concrete replacement
1" service	2,800.00 + concrete replacement

1-½" service	3,700.00 + concrete replacement
2" service	5,200.00 + concrete replacement
4" service	9,000.00 + concrete replacement
6" service	10,500.00 + concrete replacement
Meter only	Cost & Labor + 10%
Water Tap Disconnection Fee:	
With turn-in of meter and mtu	500.00
Without turn-in of meter and mtu	500.00 + Cost of Equipment
Without turn-in of meter and mtu	If at main time + material + 10% Adm. Fee
Construction Water Use:	
Hydrant at Water Department	125.00
Hydrant anywhere else within City	150.00
+ hydrant meter & sign deposit + \$8.00 per unit used	1,000.00
Hydrant flow testing	150.00
Hydrant flow testing if salt needed	225.00
Fire detector meter	175.00 each
Frozen Meter Charges (with Service Charge):	
⅝" or ¾"	Actual meter cost + 175.00 + 10% Adm. Fee
1"	Actual meter cost + 220.00 + 10% Adm. Fee
1-½"	Actual meter cost + 475.00 + 10% Adm. Fee
2"	Actual meter cost + price + 10% Adm. Fee
3"	Actual meter cost + current price + 10% Adm. Fee
4"	Actual meter cost + current price + 10% Adm. Fee
Damage to City Water & Sewer Appurtenances	
	Labor & Material + 10%
No Show for Appointment	50.00
Overtime Charge for Water Service:	
Monday through Saturday	180.00
Sundays and Holidays	300.00
Turn Water Stop Box on Without City:	
With meter set correctly	200.00
Without meter set correctly	500.00

+ 100 units – City may prosecute + Any costs of damaged equipment	
Residential Meter Tampering**	50 units – City may prosecute 100.00 + service call
Commercial Meter Tampering**	100 units – City may prosecute 200.00 + service call
By-pass Violations**	100 units – City may prosecute 500.00 + service call
**Cost of damages to equipment will be added to above costs if needed	
Water Meter Testing:	
Customer requested	125.00
City requested	Free
Downsizing of Water Meter:	Time & Material + 10%
Sewer Tap and Repair:	
Permit (includes one (1) Inspection) and Surety Bond for \$25,000 (with City as named insured)	125.00
Sewer Tap Demolition at Main	Time + material + 10% Adm. Fee
Concrete/Street Repair:	
¼ Joint	450.00
Full panel	800.00
City Order Repair of Sanitary Sewer Service	Contractor's cost + 10% overhead
Water Shut-Off Policy Charge	125.00

CERTIFICATION

We, Suzanne Pixley, Mayor, and Steve M. Duchane, City Clerk, for the City of Eastpointe, Macomb County, Michigan, do hereby certify that the foregoing Ordinance No. 1131 was duly adopted by the City Council after a second reading thereof, at a regular meeting of said Council held on Tuesday, _____, 2016, in the Eastpointe City Hall.

Suzanne Pixley, Mayor

Steve M. Duchane, City Clerk

DENOTES NEW INFORMATION
DENOTES INCREASE IN FEE
DENOTES DELETION

CITY OF EASTPOINTE
MACOMB COUNTY
STATE OF MICHIGAN

ORDINANCE NO. 1131

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF EASTPOINTE BY REPLACING SEC. 2-525 WITH A NEW SEC. 2-525 ENTITLED "CITY FEE SCHEDULE FOR PUBLIC RECORDS AND CITY SERVICES AND PROGRAMS"

THE CITY OF EASTPOINTE ORDAINS:

SECTION 1. The following fee schedule is hereby established for public records, services, and programs provided by the City of Eastpointe.

ADMINISTRATION	FEES
Engineering & Architectural Services:	
Plan Review Fees	Consultant Fee + 10% Administrative Fee
Plan Revision Review Fee	Consultant Fee + 10% Administrative Fee
Engineering Bid Packet Fee	Consultant Fee + 10% Administrative Fee
R.O.W. Permits:	
•Review Fees – Public Improvements	Consultant Fee + 10% Administrative Fee
•Review Fees – Privately Owned Facility	Consultant Fee + 10% Administrative Fee
•Inspection	Consultant Fee + 10% Administrative Fee
Telecommunications R.O.W. Application Fee	550.00
Inspection Fees	Consultant Fee + 10% Administrative Fee
Easement Vacations	Attorney & Consultant Fees + 200.00
Easement Encroachments	Attorney & Consultant Fees + 225.00
ASSESSING	
Copies:	
Field Sheet (Principal Residence Owner – no fee for their home)	2.00 per parcel
Plat Map	2.00 each
	1.00 first page
Miscellaneous Single Copies	0.50 additional page

Existing Assessment List:	
Apartment Listing (Name/Parcel/Assessments)	10.00 flat fee
Bank Owned Listing (Name/Parcel/Address)	10.00 flat fee
Computer Printouts:	
Real Estate Summary (PRE owner no fee)	1.00 per parcel
Record Card (PRE owner no fee)	1.00 per parcel
Valuation Statement (PRE owner no fee)	1.00 per parcel
Apex Sketch (PRE Owner no fee)	1.00 per parcel
Lot Combinations/Lot Splits	75.00 per each new parcel number
Address Assignment	10.00
BUILDING & ENFORCEMENT	
Administrative Fee:	
Snow, ice and debris removal	Actual expense plus 100.00 administrative fee
Noxious weeds and refuse	Actual expense plus 100.00 administrative fee
Permit fees for specified work:	
Above-ground Swimming Pool	50.00
Demolition – Residential	75.00
Demolition – Commercial/ Industrial	300.00
Parking Lot:	
• 0 – 5,000 sq. ft.	100.00 + Engineering Review Fee
• 5,001 and over sq. ft.	150.00 + Engineering Review Fee
Zoning:	
• Shed – 200 sq. ft. or less	40.00
• Shed – Over 200 sq. ft.	Require building permits – fee calculated under “Construction and Installation Permit Fees”
• Residential Fence (6' or less in height)	40.00

Sidewalk/Driveway (not more than 30" above adjacent grade and not over a basement or story below)	40.00
Re-instatement fee	All permits remain valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work. Minimum fee is 50.00.
Plan Review Fees	
Residential Plan Review (new 1-2 family residential structure)	75.00
Residential Plan Review (home in excess of 3,500 sq. ft.)	100.00 + 20% of valuation of home exceeding \$100,000
Commercial/Industrial Plan Review Fee	30% of Building Permit Fee
Special Inspections/Permits	
Special events and activities application	75.00 + 5.00 for each farmers market vendor per week
Pre-permit Issuance	50.00
Liquor License Inspection	75.00
Coin Operated Machines, each location	30.00 + 10.00 for each additional machine
Change of Occupancy	50.00
Progress Inspection	50.00
Property Record Report	25.00
Re-inspection – Building Permit	50.00
Re-inspection – Mechanical, Electrical, and Plumbing	50.00 + Administrative Fee
Temporary Outdoor Sales (other than garage sales)	50.00
Christmas Tree Lots – Bond	150.00
Garage Sales – First sale in calendar year	5.00
Garage Sales – Second sale in calendar year	10.00

Information Inspection (for business license)	75.00
<u>Residential Rental Property</u>	
Single Family (registration and first inspection)	135.00
Late Fee	25.00 per unit (21 day grace period)
Duplex (two-family) Registration and first inspection)	210.00
Late fee	25.00 per unit (21 day grace period)
Multi-Family (registration and first inspection)	105.00 + 105.00 each additional unit in the same building inspected at the same time
Late fee	25.00 per unit (21 day grace period)
Second inspection	50.00 per unit
Lock out per unit	35.00
3 rd of more inspections	100.00
Failure to certify rental property within 120 days of expired certificate (when property is occupied)	250.00
Failure to register property as a rental (when property is occupied)	250.00
<u>Vacant Structures</u>	
Fee to cover cost of record maintenance, initial inspection and final certificate of compliance inspection	250.00
If paid on or before the due date	225.00
Properties vacant in excess of two years, additional fee per year	75.00
If paid on or before the due date	50.00

<u>Bonds</u>	
Demolition of Residential and Accessory Building	300.00
Demolition of Commercial or Industrial Building	1,000.00
One and Two-Family Building	500.00
Alterations, Accessory Structures, In-ground Swimming Pools	200.00
Multi-Family Structures (per unit)	250.00
Commercial or Industrial Building	1,000.00
Projects with a value less than \$5,000	No bond required
<u>Monthly Meeting Fees</u>	
Construction Board of Appeals	350.00
Property Maintenance Board of Appeals	250.00
Planning Commission	
• Regular or special meeting	300.00
• Special Use Approval	400.00
• Rezoning	1,000.00
• Application Review	Actual Engineer, Planner, and Attorney Fees + 10% administrative fee
• Masonry Wall Review	50.00
Zoning Board of Appeals:	
• Regular or special meeting	425.00
• Multiple variances	500.00
• Application Review	Actual Engineer, Planner, and Attorney Fees + 10% administrative fee
<u>Contractor License Registration fees</u>	
Journeyman*	0.50
Master Plumber*	1.00
Mechanical*	15.00
Electrical	15.00
Building	15.00
*Required to register and pay a registration fee at the time State of Michigan license expires. License holder must appear in person to register license.	

<u>Construction and Installation Permit Fees</u>	
Application fee (non-refundable)	30.00
Re-instatement fee	All permits remain valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within 180 days after issuance of the permit or if the authorized work is suspended or abandoned for a period of 180 days after the time of commencing the work. Minimum fee is 50.00.
Construction cost up to \$1,000*	75.00
Construction cost \$1,001 to \$10,000*	\$75.00 + \$10.00 per \$1,000 in construction cost over \$1,000
Construction cost \$10,001 to \$100,000*	\$165.00 + \$4.00 per \$1,000 in construction cost over \$10,000
Construction cost \$100,001 to \$500,000*	\$435.00 + \$4.00 per \$1,000 in construction cost over \$100,000
Construction cost \$500,001 and over*	\$1,235.00 + \$3.00 per \$1,000 in construction cost over \$500,000
Permit Extension – 6 months	50.00
Fine for work commenced prior to issuance of permit	50.00
Refunds	First \$50.00 non-refundable
*Construction costs are based on State of Michigan Construction Codes Square Foot Construction Cost Table.	
<u>Electrical Permit Fees</u>	
Administration Fee	Permit Fee x 10%
Application Fee	50.00
Service through 200 amp	10.00
Service >200 to 600 amp	15.00
Service >600 to 800 amp	20.00
Service >800 to 1200 amp	25.00
Service over 1200 amp GFI only	50.00
Circuits	5.00
Light Fixtures – per 25	6.00
Dishwasher	5.00
Furnace – unit heater	5.00
Electrical Heating Units (baseboard)	4.00

Power Outlets (ranges, dryers, etc.)	7.00
Signs – Unit	10.00
Signs – Letter	15.00
Signs – Neon, each 25 feet	20.00
Feeders – bus ducts, etc. – per 50'	6.00
Units up to 20 K.V.A. or H.P.	6.00
Units 21 to 50 K.V.A. or H.P.	10.00
Units 51 K.V.A. or H.P. or over	12.00
Fire Alarms – up to 10 devices	50.00
Fire Alarms – 11 to 20 devices	100.00
Fire Alarms – over 20	5.00 each
Data/Telecommunications Outlets:	
• 1 – 19 devices	5.00 each
• 20 – 300 devices	100.00
• Over 300 devices	300.00
New House (includes first 25 fixtures, 9 circuits, 100 amp service, smoke detectors, range, dryer, range hood, and furnace connection)	175.00
Air Conditioning:	
• Residential	17.00
• Commercial:	
o Up to 5 tons	22.00
o 5 to 40 tons	33.00
o Over 40 tons	55.00
Stand-By Generator – emergency generator	55.00
Stand-By Generator – over 30 K.W.	110.00
Special/Safety Inspection	50.00
Additional Inspection	50.00
Continuation Inspection	25.00
Final Inspection	50.00
License Registration Fee	15.00
Electrical Plan (Code) Review – commercial/ industrial	30% of total electrical permit fees
Mechanical Permit Fees	
Administrative Fee	10% of total permit fees
Application Fee (non-refundable)	50.00

Residential Heating System (includes duct and pipe – new buildings only)	50.00
Gas/Oil Burning Equipment (new or conversion units)	30.00
Residential Boiler	30.00
Water Heater	5.00
Flue/Vent Damper	5.00
Solid Fuel Equipment (including chimney)	30.00
Solar (set of 3 panels, including piping)	20.00
Gas Piping – each opening, new installation	5.00
Air Conditioning (includes split system)	30.00
Heat Pumps – complete residential	30.00
Bath & Kitchen Exhaust	5.00
Tanks:	
• Above ground	20.00
• Above ground connection	20.00
• Underground	25.00
• Underground connection	25.00
Humidifiers	10.00
Piping – minimum	25.00 or 0.05/foot, whichever is greater
Process Piping	0.05/foot
Duct – minimum	25.00 or 0.10/foot, whichever is greater
Heat Pumps – commercial, pipe not included	20.00
Air Handlers/Heat Wheels:	
• Under 10,000 CFM	20.00
• 10,000 CFM and over	60.00
Commercial Hoods	15.00
Heat Recovery Units	10.00
V.A.V. Boxes	10.00
Unit Ventilators	10.00
Unit Heaters (terminal units)	15.00
Fire Suppression/Protection – minimum	20.00 or 0.75/head, whichever is greater
Evaporator Coils	30.00
Refrigeration (split system)	30.00
Chiller	30.00
Cooling Tower	30.00
Compressor	30.00
Additional Inspection	50.00

Continuation Inspection	25.00
Final Inspection	50.00
License Registration Fee	15.00
Mechanical Code Review – commercial and industrial	30% of total mechanical permit fees
Plumbing Permit Fees	
Administrative Fee	10% of total plumbing permit fees
Application Fee (non-refundable)	50.00
Mobile Home Park Site	5.00 each
Fixture, floor drain, special drain, water-connected appliance	5.00 each
Stacks (soil, waste, vent, and conductor)	3.00 each
Sewage Ejector or Sump	5.00 each
Sub-soil Drain	5.00 each
Water Service:	
• Less than 2"	5.00
• 2" to 6"	25.00
• Over 6"	50.00
Connection of Building Drain – Building Sewers	5.00
Sewers – sanitary, storm, or combined:	
• Less than 6"	5.00
• 6" and over	25.00
Manholes and Catch Basins	5.00 each
Watering Distribution Pipe (system):	
• ¾" pipe	5.00
• 1" pipe	10.00
• 1-1/4" pipe	15.00
• 1-1/2" pipe	20.00
• 2" pipe	25.00
• Over 2" pipe	30.00
Reduced Pressure Zone Backflow Preventer	5.00 each
Domestic Water Treatment and Filtering Equipment	5.00
Medical Gas System	45.00
Additional Inspection	50.00
Continuation Inspection	25.00
Final Inspection	50.00
License Registration Fee – Master Plumber	1.00

Plumbing Code Review Fee – commercial and industrial	30% of total plumbing permit fees
CITY CLERK	
Adult Book Store:	
Initial license/investigation	310.00
Annual renewal fee	155.00
Adult Mini Motion Picture Theater: (less than 50 persons)	
Initial license/investigation	310.00
Annual renewal fee	155.00
Adult Motion Picture Theater: (more than 50 persons)	
Initial license/investigation	310.00
Annual renewal fee	155.00
Amusement Park/Carnival:	
Less than 2 weeks in any year	
First day	31.00
Each additional day	7.00
Over 2 weeks in any year	
Annual fee	350.00
IRS 501(c)3 Purpose	Exempt
Auction/Auctioneer	72.00
Bar-Tavern	72.00
Billiard Rooms:	
Initial license/investigation	310.00
Annual renewal fee (incl. first table)	36.00
Each additional table	7.00
Bike License: (4 year cycle)	
4 year	3.00
3 year	2.25
2 year	1.50
1 year	75
Birth Certificate (each visit)	15.00 first copy5.00 additional copy

Block Party	50.00 cash, personal or surety bond
Business Listing Report (printed only)	50.00
Cabaret:	
Initial license/investigation	310.00
Annual renewal fee	155.00
Car Wash	31.00
IRS 501(c)3 Solicitors	No Fee
Copies – miscellaneous single copies	1.00 first page0.50 additional pages
Dance Halls: (non-transferable)	
Initial license/investigation	310.00
Annual renewal fee	31.00
Death Certificate: (fees apply for each visit)	15.00 first copy5.00 additional copy
Dog License:	
Neutered	One Year - 7.00 Three Year – 10.00
	One Year - 10.00
Show Dog	Three Year – Not Available
Non-Neutered	One Year - 13.00 Three Year – 25.00
	One Year – 7.00
Puppy	Three Year – Not Available
Late License (after March 1 or after 30 days)	One Year – 10.00 AdditionalThree Year – 10.00 Additional
Replacement Tag	2.00
	One Year – 25.00
Vicious Dog	Three Year – Not Available
Kennel Permit Application/ Inspection by ACO	20.00
Duplicate Business License (replacing lost, mutilated, etc.)	5.00
Fire Extinguisher (Portable Services: (non-transferable)	
Initial registration	103.00
Annual renewal fee	31.00

Fireworks Sales Permit	31.00
Fortunetelling Business	31.00
Annual renewal fee	31.00
Fortuneteller (each individual)	155.00
Annual renewal fee	31.00
Going Out of Business Sale	52.00
Handbill Distribution (political is exempt)	55.00
Home Occupation Fee (includes Building Department inspection)	35.00
Annual renewal fee	20.00
Hotels and Motels:	
First 10 units	31.00
Additional unit	3.00
Ice Cream Vendors: (Clerk's-Licensing)	
First vehicle and driver	36.00
Each additional driver	20.00
Ice Cream Vendors: (Police Department)	
Safety inspection (per vehicle)	35.00
Re-inspection (per vehicle)	35.00
Kennels:	
License (10 dogs)	31.00
Additional per dog (11 to 20)	7.00
Additional per dog (21 +)	3.00
Martial Arts Weapon Sales: (non-transferable)	
Initial license/investigation	310.00
Annual renewal fee	31.00
Massage Parlors: (non-transferable)	
Initial license/investigation	310.00
Annual renewal fee	155.00

Mechanical Amusement Devices & Electronic Video:	
***Games (token or coin-operated)	
Distribution Fees:	
Initial license (non-refundable)	206.00
Annual renewal fee	31.00
Arcade: (4 or more devices/EP business obligation)	
Initial license (non-refundable)	650.00
License per device (max = \$500/year)	31.00
Annual renewal fee per device (max = \$500/year)	31.00
Arcade: (3 or less devices/EP business obligation)	
Initial license (non-refundable)	31.00
License per device	31.00
Annual renewal fee per device	31.00
Miscellaneous: (Licensing in general), includes, but not limited to:	
Contracting Business	31.00
Employment Agency	31.00
Garage	31.00
Laundromats	31.00
Manufacturing/Processing	31.00
Recreational (bowling, batting cage, laser tag, etc.)	31.00
Rental Shops (does not include trailers)	31.00
Repair Service	31.00
Retail	31.00
School (Business)	31.00
Wholesale	31.00
Pawnbroker/Secondhand & Junk Dealers (non-transferable)	515.00
Peddlers & Vendors:	
Three-day license	
Initial license/investigation (company + 10 employees)	55.00

Additional employees - each	5.00
Renewal – three days (no sig. changes)	30.00
Current Eastpointe business	35.00
Expedited processing fee (within 7 days of event)	50.00
Ninety-day license	
Initial license/investigation (company + 10 employees)	160.00
Additional employees - each	5.00
Renewal – ninety days (no sig. changes)	30.00
Current Eastpointe business	35.00
Expedited processing fee (within 7 days of event)	50.00
Precious Metal & Gem Dealer (State Law Fee)	50.00
Restaurants	31.00
Service Stations & Motor Lubricants:	
Annual license	31.00
First pump	8.00
Additional pumps (each)	4.00
Showmobile	175.00/day Must provide proof of liability insurance
Snow Removal	
Annual license	20.00
Additional Vehicle	5.00 per vehicle
Snow Ban Parking Permit	15.00
Tattoo Parlor (non-transferable)	
Initial license/investigation	310.00
Annual renewal	155.00
Tattooist (non-transferable)	
Initial license/investigation	155.00
Annual renewal	31.00

Taxi Cabs:	
Clerk-License	
Annual (per vehicle)	31.00
Police Department	
Safety inspection (per vehicle)	35.00
Re-inspection (per vehicle)	35.00
Temporary Structures (if approved by ZBA) – per building/structure	103.00
Theater – Indoor	55.00
Theater – Adult (see adult Motion picture theater)	
Trailer Rental Agencies	31.00
Transfer of License	20.00
Tree Trimmer (per vehicle)	15.00
Used Car Lot/Sales:	
Initial license/investigation	155.00
Annual renewal	31.00
Vending Devices:***	
License application fee	None
Coin-operated children's amusement per device	15.00
Coin-operated billiards table (per table)	15.00
Coin-operated vending (food, tobacco, beverage) per device	10.00
Vendors (see Peddlers & Vendors)	
Voter Information:	
Voter listing on CD/email	10.00
Voter listings on labels	5.00 + .25 per page
Daily AV report by email	1.00
Daily AV report on paper/labels	1.00 per page
Precinct Map	2.50
Election Results	2.50

***Licensing fees are in addition to the general business license fee	
CITY MANAGER	
Freedom of Information requests	As determined by State law
FINANCE	
Duplicate tax bill	2.00
Recreate water bill	2.00
Monthly duplicate water bill – mailed	0.75
Monthly duplicate water bill – emailed	No Charge
Final water bill	10.00
Returned check charge	42.00
Create Tax certification	10.00
Water Account History:	
Each six (6) months of history	2.00
FIRE	
Fire Investigation Fees:	
Audio CD (dispatch recordings)	75.00
Basic fire/ambulance report	10.00
Investigative fire report (i.e., basic fire report, drawings, field notes, witness statements, anything written)	50.00
Mailing fees (certified)	10.00
Paper copies	1.00 first page, 0.50 additional pages
Photos:	
5"x7" color print	10.00
8x10" color print	15.00
Photo CD	50.00
Fire Prevention User Fees:	
Annual fire inspection	No Fee

Commercial plan review	100.00
Dry or wet fire suppression plan review	25.00
False alarm fees: (within a 12 month period)	
First response	No Fee
Second response	115.00
Third response	270.00
Fourth and subsequent Responses	550.00
Fire alarm plan review	50.00
LLC inspection	75.00
New business license (C of O)	75.00
Re-inspection:	
First time	No Fee
Second time	125.00
Third time	200.00
Fourth time +	325.00
Sprinkler plan review, plus witness hydrostatic and flow test:	
1-100 Heads	225.00
101-200 Heads	250.00
201+ Heads	350.00
Witness fire alarm or puff test	75.00
<u>LIBRARY</u>	
Fees:	
Any case not returned for AV Material	2.50
Lost AV material	Replacement cost + 10.00 processing fee
Lost book	Replacement cost + 5.00 processing fee
Lost magazines	3.00
Non-resident card (outside of cooperative)	200.00/year
Loan Fines:	
Auto manuals/GED study guides/art prints/sculpture	0.50/day
Books/audio cassettes/Compact discs	0.25/day
Videocassettes/Non-Fiction DVDs	1.00/day
DVDs (Classic & Feature)	2.00/day
Maximum fines:	
Books/videocassettes/Compact	

discs/Non-Fiction DVDs	10.00
DVDs (Classic & Feature)	20.00
Magazines	2.00
POLICE	
Animals:	
Impound fee	20.00
Owner give up (living or deceased)	20.00
Traps – five days (refund of \$10.00 upon return of traps)	20.00
Audio tape	25.00
Black & white photographs	5.00/page
Color photographs	10.00/disc
Compact disc/DVD	25.00/disc
False Alarm Fees:	
First time	No Fee
Second time	No Fee
Third time	25.00
Fourth time	50.00
Fifth time	100.00
Sixth time+	125.00
Fingerprints	20.00
Ice Cream Truck Inspection (per vehicle)	35.00
Re-inspection (per vehicle)	35.00
Impounded Vehicles	30.00
Liquor License Fees: (nonrefundable)	
Application for SDM/SDD	500.00
Application for Class B, C, Private Club, Tavern	1,000.00
Drop/add names (immediate family or shareholder partial transfer)	150.00
Temporary liquor license	25.00

Permit requiring notarization (duplicate or replacement)	10.00
Police reports (including accidents)	10.00Additional \$10.00 for reports in excess of 20 pages
Preliminary Breath Tests:	
Resident	10.00
Non-resident	20.00
Public vehicle license – original or renewal	20.00
Purchase permit notarization	10.00
Record check/CCH	MSP Form
Release of prisoner property	\$10.00
Taxi Cab Inspection (per vehicle)	35.00
Re-inspection (per vehicle)	35.00
PUBLIC WORKS	
Rubbish	Current labor and benefit rate charged in increments of one hour, per employee used. One hour of supervision time will be charged for each pick. Equipment – current State Schedule C rental rates.
Solid Waste Collection and Disposal Fee	10.86 per month per residential address
Disposal:*	
Less than a pickup truck load	30.00
Full pickup truck load	60.00
Dump truck load	100.00 + dump fees
Signs – Damaged or New	Cost of material, labor, benefits, equipment and ten (10) percent overhead.
Trees – private trees that fall into right-of-way	Cost of material, labor, benefits, equipment and ten (10) percent overhead.

WATER/SEWER	
Water Tap & Meter Fees:	
5/8" service	2,000.00 + concrete replacement
3/4" service	2,100.00 + concrete replacement
1" service	2,800.00 + concrete replacement
1-1/2" service	3,700.00 + concrete replacement
2" service	5,200.00 + concrete replacement
4" service	9,000.00 + concrete replacement
6" service	10,500.00 + concrete replacement
Meter only	Cost & Labor + 10%
Water Tap Disconnection Fee:	
With turn-in of meter and mtu	500.00
Without turn-in of meter and mtu	500.00 + Cost of Equipment
Without turn-in of meter and mtu	If at main time + material +10% Adm. Fee
Construction Water Use:	
Hydrant at Water Department	125.00
Hydrant anywhere else within City	150.00
+ hydrant meter & sign deposit + \$8.00 per unit used	1,000.00
Hydrant flow testing	150.00
Hydrant flow testing if salt needed	225.00
Fire detector meter	175.00 each
Frozen Meter Charges (with Service Charge):	
5/8" or 3/4"	Actual meter cost + 175.00 + 10% Adm. Fee
1"	Actual meter cost + 220.00 + 10% Adm. Fee
1-1/2"	Actual meter cost + 475.00 + 10% Adm. Fee
2"	Actual meter cost + price + 10% Adm. Fee
3"	Actual meter cost + current price + 10% Adm. Fee
4"	Actual meter cost + current price + 10% Adm. Fee
Damage to City Water & Sewer Appurtenances	
	Labor & Material + 10%
No Show for Appointment	50.00
Overtime Charge for Water Service:	
Monday through Saturday	180.00

Sundays and Holidays	300.00
Turn Water Stop Box on Without City:	
With meter set correctly	200.00
Without meter set correctly + 100 units – City may prosecute + Any costs of damaged equipment	500.00
Residential Meter Tampering**	50 units – City may prosecute 100.00 + service call
Commercial Meter Tampering**	100 units – City may prosecute 200.00 + service call
By-pass Violations**	100 units – City may prosecute 500.00 + service call
**Cost of damages to equipment will be added to above costs if needed	
Water Meter Testing:	
Customer requested	125.00
City requested	Free
Downsizing of Water Meter:	Time & Material + 10%
Sewer Tap and Repair:	
Permit (includes one (1) Inspection) and Surety Bond for \$25,000 (with City as named insured)	125.00
Sewer Tap Demolition at Main	Time +material + 10% Adm. Fee
Concrete/Street Repair:	
¼ Joint	450.00
Full panel	800.00
City Order Repair of Sanitary Sewer Service	Contractor's cost + 10% overhead
Water Shut-Off Policy Charge	125.00

CERTIFICATION

We, Suzanne Pixley, Mayor, and Steve M. Duchane, City Clerk, for the City of Eastpointe, Macomb County, Michigan, do hereby certify that the foregoing Ordinance No. 1131 was duly adopted by the City Council after a second reading thereof, at a regular meeting of said Council held on Tuesday, _____, 2016, in the Eastpointe City Hall.

Suzanne Pixley, Mayor

Steve M. Duchane, City Clerk

PAYROLLS TO BE APPROVED AT COUNCIL MEETING SEPTEMBER 6, 2016
CHECKS ISSUED ON AUGUST 30, 2016

<u>DEPARTMENT</u>	<u>GENERAL FUND</u>		<u>OTHER FUNDS</u>	<u>TOTAL</u>
Legislative /Judicial	\$ -			\$ -
Administration	\$ 65,680.59	D.D.A./ECON DEVL	\$ 2,184.00	\$ 67,864.59
Police	\$ 134,308.22	Police	\$ -	\$ 134,308.22
Fire	\$ 60,982.04	Fire		\$ 60,982.04
Inspection	\$ 18,769.59			\$ 18,769.59
Recreation	\$ -			\$ -
		D.D.A. M.V. High	\$ -	\$ -
Public Works	\$ 166.21	Water	\$ 8,484.53	
		Highway	\$ 9,263.27	
		Rubbish	\$ 400.82	
		Motorpool/Fire	\$ 3,263.23	
		Labor and Trades	\$ 5,567.58	\$ 27,145.64
Parks	\$ 985.00			\$ 985.00
Water	\$ -	Water	\$ 8,768.00	\$ 8,768.00
		Highway	\$ -	\$ -
Library	\$ -	Library	\$ 12,542.90	\$ 12,542.90
Total	<u>\$ 280,891.65</u>		<u>\$ 50,474.33</u>	<u>\$ 331,365.98</u>
				\$42,301.06
				<u><u>\$ 373,667.04</u></u>

City's portion of 401 social security & medicare expenses and 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 September 6, 2016

MAYOR

SUMMARY OF BILLS TO BE APPROVED AT COUNCIL ON SEPTEMBER 6, 2016

<u>FUND</u>		<u>BILLS</u>			
		FY 15/16	FY 16/17		TOTALS
728	DEATH BENEFIT	\$ -	\$ 5,000.00	\$	5,000.00
731	PENSION	\$ 330.00	\$ 330.00	\$	330.00
737	RETIREE HEALTH CARE	\$ 203,168.00	\$ 203,168.00	\$	203,168.00
		\$ -	\$ 208,498.00		
TOTAL ALL PAYABLES				\$	208,498.00

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 September 6, 2016

MAYOR

SUMMARY OF BILLS TO BE APPROVED AT COUNCIL ON SEPTEMBER 6, 2016

<u>FUND</u>		<u>BILLS</u>		
		FY 15/16	FY 16/17	TOTALS
101	GENERAL	\$ 9,547.08	\$ 605,021.31	\$ 614,568.39
202	MAJOR STREETS	\$ -	\$ 204,370.76	\$ 204,370.76
203	LOCAL STREETS	\$ -	\$ 16,074.62	\$ 16,074.62
219	STREET LIGHTING FUND	\$ -	\$ 23,952.92	\$ 23,952.92
244	ECONOMIC DEVELOPMENT FUND	\$ -	\$ 50.00	\$ 50.00
248	DDA	\$ -	\$ 6,778.96	\$ 6,778.96
265	DRUG FORFEITURE	\$ -	\$ 2,409.90	\$ 2,409.90
271	LIBRARY	\$ 6,990.32	\$ 25,788.84	\$ 32,779.16
369	BUILDING AUTHORITY DEBT FUND	\$ -	\$ 220,862.50	\$ 220,862.50
396	CHAP 20 DRAIN MAINTENANCE FUND	\$ -	\$ 877,000.87	\$ 877,000.87
401	CAPITAL IMPROVEMENT	\$ -	\$ 258,524.64	\$ 258,524.64
402	EQUIPMENT REPLACEMENT FUND	\$ 13,254.00	\$ -	\$ 13,254.00
405	TAX REVERSION FUND.	\$ -	\$ 68,867.80	\$ 68,867.80
436	COURT BUILDING FUND	\$ 13,047.02	\$ 525.00	\$ 13,572.02
517	GARBAGE COLLECTION & LANDFILL	\$ 13.74	\$ 117,027.91	\$ 117,041.65
592	WATER SEWER	\$ 137,626.91	\$ 1,229,059.21	\$ 1,366,686.12
601	MOTOR POOL	\$ -	\$ 22,788.02	\$ 22,788.02
701	TRUST & AGENCY FUND	\$ -	\$ 1,400.00	\$ 1,400.00
703	CURRENT TAX COLLECTION FUND	\$ -	\$ 2,035,785.71	\$ 2,035,785.71
750	IMPREST PAYROLL FUND	\$ -	\$ 51,786.26	\$ 51,786.26
		\$ 180,479.07	\$ 5,768,075.23	
TOTAL ALL PAYABLES				\$ 5,948,554.30

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 September 6, 2016

MAYOR

CITY OF EASTPOINTE

PENSION CHECK REGISTER

AUGUST 16, 2016 - SEPTEMBER 6, 2016

CHECK	VENDOR	DESCRIPTION	AMOUNT
			FY 16/17
50141	BLUE CROSS BLUE SHIELD OF MI	MONTHLY PREMIUMS	78,683.60
50142	IHRIE O BRIEN	CITY ATTORNEY SERVICES	330.00
50143	PATRICIA MEIER	DEATH BENEFIT	5,000.00
EFT	BLUE CROSS BLUE SHIELD OF MI	MONTHLY PREMIUMS	<u>124,484.40</u>
		TOTAL PAYABLES	<u>208,498.00</u>

CITY OF EASTPOINTE

CHECK REGISTER

AUGUST 16, 2016 - SEPTEMBER 6, 2016

CHECK	VENDOR	DESCRIPTION	AMOUNT
			FY 15/16
110822	CONSUMERS ENERGY	MONTHLY UTILITIES - 19400 STEPHENS	13.58
110847	21ST CENTURY MEDIA NEWSPAPER LLC	PLANNING COMMISSION	360.50
110848	ADVANCED DISPOSAL SERVICES	MSW-COMMERCIAL	13.74
110849	AIRPORT LIGHTING EMPLOYEE OWNED LLC	EMERGENCY GENERATOR REPLACEMENT - FIRE	13,254.00
110850	AMERICAN CLEANING COMPANY LLC	JANITORIAL SERVICES - DPW	2,250.00
110851	STEPHEN BECKER	COURT APPOINTED ATTORNEY	675.00
110852	JAMES BOWDEN	COURT APPOINTED ATTORNEY	150.00
110853	JEFF M BURNS PLC	COURT APPOINTED ATTORNEY	575.00
110854	CANU TORRICE LAW PLLC	COURT APPOINTED ATTORNEY	775.00
110855	AVIS CHOULAGH LAW PLLC	COURT APPOINTED ATTORNEY	175.00
110856	CONTRACTORS CLOTHING COMPANY	SHIRTS & HATS - BUILDING	773.00
110857	MICHAEL J DENNIS	COURT APPOINTED ATTORNEY	125.00
110858	EAST DETROIT ANIMAL HOSPITAL	MARCH & APRIL ANIMAL IMPOUNDS - POLICE	450.00
110859	ENVISION BUILDERS INC	ENTRANCE CANOPY - LIBRARY	1,500.00
110860	EUROFINS EATON ANALYTICAL INC	WATER QUALITY TESTING FOR EPA	460.00
110861	GALE	HARDCOVER BOOK - LIBRARY	26.24
110862	JOHN E F GERLACH PC	COURT APPOINTED ATTORNEY	50.00
110863	GREAT LAKES WATER AUTHORITY	WATER PURCHASE	134,916.91
110864	TANYA ANNETTE GRILLO	COURT APPOINTED ATTORNEY	150.00
110865	ANDREA C IRONS	COURT APPOINTED ATTORNEY	800.00

110866	LAW OFFICES OF JANADIA & JANADIA	COURT APPOINTED ATTORNEY	375.00
110867	WILLIAM JURCZAK	COURT APPOINTED ATTORNEY	150.00
110868	MARISSA KULCSAR	COURT APPOINTED ATTORNEY	487.50
110869	MATTHEW A LICATA	COURT APPOINTED ATTORNEY	275.00
110870	MICHAEL F MACHERZAK P C	COURT APPOINTED ATTORNEY	350.00
110871	MACOMB COMMUNITY COLLEGE (SEMINARS)	EMS CONTINUING EDUCATION	500.00
110872	PAUL MISUKEWICZ	COURT APPOINTED ATTORNEY	200.00
110873	LAW OFFICE OF JUSTIN POLLARD	COURT APPOINTED ATTORNEY	225.00
110874	ALICIA M PUTMAN PLC	COURT APPOINTED ATTORNEY	50.00
110875	LAW OFFICES OF RACHEAL RANCILIO	COURT APPOINTED ATTORNEY	562.50
110876	SHANLEN WELDING	REPAIR/WELD BARBEQUE GRILLS - PARKS	1,100.00
110877	SUBURBAN LIBRARY COOPERATIVE	INDIRECT STATE AID - LIBRARY	5,338.78
110878	TRANE U.S. INC	MAINTENANCE SERVICE AGREEMENT, BOILER REPAIRS - COURT	13,047.02
110879	CARL UHLAR	COURT APPOINTED ATTORNEY	200.00
110880	UNIQUE MANAGEMENT SERVICES INC	DEBT COLLECTION - LIBRARY	<u>125.30</u>
	TOTAL FY 15/16		<u>180,479.07</u>

FY 16/17

110823	COMCAST BUSINESS COMMUNICATIONS	MONTHLY UTILITIES - CITY HALL	510.89
110824	CONSUMERS ENERGY	MONTHLY UTILITIES - 19400 STEPHENS	27.16
110825	DTE ENERGY	SERVICE CHARGE FOR 22117 BOULDER	5.53
110826	CITY OF EASTPOINTE (TAX BILL)	CITY OWNED PROPERTY SUMMER TAXES	64,062.80
110827	CMV LANDSCAPE & EQUIPMENT	CEMENT WORK ON KELLY ROAD N OF 9 MILE RD	192,658.21
110828	COMCAST	MONTHLY UTILITIES - CITY HALL / DPW / FIRE / LIBRARY / POLICE	4,470.35
110829	COMCAST BUSINESS COMMUNICATIONS	MONTHLY UTILITIES - DPW / FIRE	215.60
110830	DTE ENERGY	MONTHLY UTILITIES	5,150.81

110831	MI MUNICIPAL RISK MGMT AUTH ECP	MONTHLY ELECTRIC SERVICE	10,570.97
110832	ICMA RETIREMENT CORPORATION	PLAN NUMBER 106754	263.65
110833	ICMA RETIREMENT CORPORATION	PLAN NUMBER 106755	3,464.28
110834	ICMA RETIREMENT CORPORATION	PLAN NUMBER 300424	11,600.94
110835	ICMA RETIREMENT CORPORATION	PLAN NUMBER 106912	11,572.66
110836	ICMA RETIREMENT CORPORATION	PLAN NUMBER 803056	2,991.33
110837	ICMA RETIREMENT CORPORATION	PLAN NUMBER 803057	1,672.74
110838	COMCAST BUSINESS COMMUNICATIONS	MONTHLY UTILITIES - POLICE	193.54
110839	DTE ENERGY	MONTHLY STREET LIGHTING SERVICES	25,413.61
110840	EAST DETROIT SCHOOL DISTRICT	TAX DISTRIBUTIONS	646,004.17
110841	MACOMB COMMUNITY COLLEGE (TAX DIST)	TAX DISTRIBUTIONS	64,250.26
110842	MACOMB COUNTY TREASURERS OFFICE	TAX DISTRIBUTIONS	271,206.29
110843	MACOMB COUNTY TREASURERS OFFICE	TAX DISTRIBUTIONS	206,012.87
110844	MACOMB INTERMEDIATE SCH DIST MISD	TAX DISTRIBUTIONS	132,709.69
110845	SMORSA	TAX DISTRIBUTIONS	632,814.74
110846	SOUTH LAKE SCHOOL DISTRICT	TAX DISTRIBUTIONS	83,102.40
110881	21ST CENTURY MEDIA NEWSPAPER LLC	NOTICE OF PUBLIC HEARING ZONING BOARD OF APPEALS, NOTICE OF ELECTION	2,238.81
110882	ABEL ELECTRONICS INC	USB CAR CHARGERS - POLICE	51.96
110883	ACTION MAT & TOWEL RENTAL LTD	MAT RENTALS - CITY HALL / COURT / DPW / LIBRARY / POLICE	473.70
110884	ADVANCED TREE EXPERTS	TREE TRIMMING & REMOVALS	13,420.00
110885	AMERICAN CLEANING COMPANY LLC	JANITORIAL SERVICES - DPW / LIBRARY	3,525.73
110886	AMERICAN DREAM LANDSCAPING LLC	RESIDENTIAL & COMMERCIAL CLEAN UPS, GRASS/WEED CUTTING, MOWING CITY PROPERTIES	10,828.00
110887	AMERISCAN IMAGING SERVICES	BOARDSYNC PREMIUM AGENDA MANAGEMENT AGREEMENT	4,788.00
110888	ANNOINTED CONSTRUCTION, LLC	CASH BOND REFUND	200.00
110889	APOLLO FIRE EQUIPMENT (EQUIPMENT)	ALTERNATOR, 80 AMP RELAY, VEHICLE REPAIRS	2,710.60
110890	APOLLO FIRE EQUIPMENT (APPARATUS)	SURVIVOR LEDS - FIRE	403.98

110891	APPLIED MAINTENANCE SUPPLIES &	HIGH PRESSURE HOSE, DRILL BITS, CABLE TIES, NUTS, BOLTS, WASHERS	719.36
110892	ARGUS HAZCO	SCBA COMPRESSOR MAINTENANCE	300.00
110893	ARROW INTERNATIONAL INC	25MM NEEDLES - FIRE	565.77
110894	AUTOZONE INC	AUTO PARTS & SUPPLIES	822.86
110895	B-DRY SYSTEM OF SE MI INC	CASH BOND REFUND	200.00
110896	BAKER & TAYLOR ENTERTAINMENT	BOOKS - LIBRARY	3,605.13
110897	THE BANK OF NEW YORK MELLON, NA	CLEAN WATER PROGRAM	43,475.11
110898	THE BANK OF NEW YORK MELLON	BUILDING AUTHORITY BONDS	220,862.50
110899	BASIC	MONTHLY ADMINISTRATION FEE	82.95
110900	BEAN BROTHERS TROPHY & AWARD CO	NAMEPLATES - POLICE	18.00
110901	STEPHEN BECKER	COURT APPOINTED ATTORNEY	450.00
110902	BELLE TIRE DISTRIBUTORS	TIRES, SERVICE CALLS	4,409.40
110903	BLR (BUSINESS & LEGAL RESOURCES)	FAMILY & MEDICAL LEAVE, LABOR HANDBOOK SUBSCRIPTIONS	1,073.98
110904	BOTTOM LINE PERSONAL SUBS SVC CT	SUBSCRIPTION RENEWAL - LIBRARY	39.00
110905	JAMES BOWDEN	COURT APPOINTED ATTORNEY	175.00
110906	WALTER A BOZIMOWSKI	COURT APPOINTED ATTORNEY	75.00
110907	JEFF M BURNS PLC	COURT APPOINTED ATTORNEY	1,250.00
110908	C&P CONSTRUCTION CO. INC	2015 WATER MAIN REPLACEMENT	148,852.69
110909	CADILLAC ASPHALT LLC	ASPHALT	5,750.00
110910	CANFIELD EQUIPMENT SERVICE INC	REPLACED SPOTLIGHT, INSTALLED PRINTER POWER SUPPLY - POLICE	134.50
110911	CANU TORRICE LAW PLLC	COURT APPOINTED ATTORNEY	925.00
110912	CENTER POINT LARGE PRINT	LARGE TYPE BOOKS - LIBRARY	182.16
110913	SUSAN R CHRZANOWSKI PLLC	COURT APPOINTED ATTORNEY	450.00
110914	CIAMILLO HEATING & COOLING	PERMIT REFUND	61.70
110915	CITY WIDE DOOR COMPANY	MAINTENANCE ON OVERHEAD DOORS - DPW	3,120.50
110916	CLANCY EXCAVATING CO	21AA CRUSHED CONCRETE	1,901.80

110917	CLINTON RIVER WATERSHED COUNCIL	2016-2017 STORM WATER EDUCATION	1,800.00
110918	CMV LANDSCAPE & EQUIPMENT	CEMENT/ASPHALT/LAWN WORK AT 17875 EIGHT MILE	40,216.62
110919	COLVILLE ELECTRIC CO LLC	ELECTRICAL REPAIRS - CITY HALL / DDA	10,228.45
110920	CONSORT DISPLAY GROUP	"USA" BANNERS - DDA	1,309.46
110921	CONSUMERS ENERGY	MONTHLY UTILITIES	335.30
110922	CONTRACTORS CLOTHING COMPANY	MECHANIC UNIFORMS	679.90
110923	CONTRACTORS CONNECTION INC	BLUE FLAGS, CABLE TIES, 50' AIR HOSE, MARKING PAINT	837.05
110924	CONTROLLOR SYSTEMS CORP	SERVICE TO ALARM SYSTEM - COURT	137.70
110925	CRAINS DETROIT BUSINESS	SUBSCRIPTION RENEWAL - LIBRARY	59.00
110926	CRYSTAL GLASS INC	BROKEN GLASS/WINDOW REPLACEMENT - CITY HALL	985.00
110927	DAN & KRISTINE SIBILSKY	PERMIT REFUND	55.00
110928	DELL MARKETING LP	GRAPHICS CARD, CAD COMPUTERS - FIRE / POLICE	3,614.85
110929	MICHAEL J DENNIS	COURT APPOINTED ATTORNEY	225.00
110930	DERONNE HARDWARE INC	HARDWARE SUPPLIES - CITY HALL / DDA / FIRE / PARKS / POLICE / WATER	425.44
110931	DOUGLAS THE TAILOR	COURT OFFICER UNIFORMS	657.90
110932	DOW JONES NEWSWIRES/BARRONS	SUBSCRIPTION RENEWAL - LIBRARY	199.00
110933	DURANT MECHANICAL & ELECTRICAL	SERVICE TO ROOF TOP COOLING UNIT - POLICE	392.75
110934	EARL J WEIL & SON PLUMBING INC	ADJUST VOLUME CONTROL FOR CELL FAUCET - POLICE	180.00
110935	EASTPOINTE CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP RENEWAL DUES	250.00
110936	EASTPOINTE POSTMASTER	PERMIT RENEWAL - CLERKS	215.00
110937	ED'S TWO MEN & A MOWER LAWN SVC LLC	RESIDENTIAL & COMMERCIAL CLEAN UPS, GRASS/WEED CUTTING, MOWING CITY PROPERTIES	4,337.00
110938	EJ USA INC	1040AGS EPIC EASTPOINTE SAN C, 1040Z FR 7" - WATER	1,216.62
110939	EPSTEINS LOCKSMITHS	LOCK REPAIRS - COURT	150.00
110940	EUROFINS EATON ANALYTICAL INC	WATER SAMPLES	55.00
110941	EXACT CONSTRUCTION COMPANY	CASH BOND REFUND	200.00
110942	EXPERT CARPET CLEANING LLC	CLEAN BASEMENT CARPET AT 17824 STEPHENS	225.00

110943	FBI-LEEDA	SUPERVISOR LEADERSHIP INSTITUTE REGISTRATION	650.00
110944	FERGUSON ENTERPRISES INC	OPERATING SUPPLIES - WATER	18,185.74
110945	FJF DOOR SALES CO INC	COAX ANTENNA EXTENSION WIRE - FIRE	635.00
110946	FLORENCE CEMENT COMPANY	STEPHENS CONCRETE PAVEMENT RECONSTRUCTION	38,570.17
110947	FONTANA CONSTRUCTION INC	2013 & 2016 SEWER REHABILITATION BY OPEN CUT REPAIR	258,060.77
110948	FOUNDATION SYSTEMS OF MICHIGAN	CASH BOND REFUND	200.00
110949	MARK J FUGOLO ATTORNEY AT LAW	SPRINKLER REPAIR REIMBURSEMENT	321.00
110950	GALE	LARGE TYPE BOOKS - LIBRARY	28.49
110951	JOHN E F GERLACH PC	COURT APPOINTED ATTORNEY	1,350.00
110952	GREAT LAKES PEST CONTROL CO INC	PEST CONTROL SERVICES - COURT / DDA / FIRE / POLICE	288.00
110953	GREAT LAKES WATER AUTHORITY	INDUSTRIAL WASTE CONTROL	10,200.49
110954	TANYA ANNETTE GRILLO	COURT APPOINTED ATTORNEY	500.00
110955	GUNN ENTERPRISES INC	CAR WASHES - POLICE	246.00
110956	H P PRODUCTS CORP	FOAMING SKIN CLEANSER SOAP - LIBRARY / WATER	105.92
110957	H W WILSON	FICTION CORE COLLECTION 2016 - LIBRARY	265.50
110958	H2O COMPLIANCE SERVICES INC	CROSS CONNECTION CONTROL PROGRAM MANAGEMENT	1,030.50
110959	JUDITH L HANSEN PC	COURT APPOINTED ATTORNEY	300.00
110960	HD SUPPLY WATERWORKS LTD	MANHOLE BRICKS, BLOCKS	595.20
110961	J A HLYWA PC	COURT APPOINTED ATTORNEY	400.00
110962	HOME DEPOT/GEFC THE	QUIKRETE	429.84
110963	IHRIE O BRIEN	CITY ATTORNEY SERVICES	13,024.14
110964	INLAND WATERS POLLUTION CONTROL INC	2016 SEWER REHABILITATION BY CIPP LINING	65,512.25
110965	ANDREA C IRONS	COURT APPOINTED ATTORNEY	875.00
110966	ITALIA CONSTRUCTION INC	9 MILE RD & KELLY SIDEWALK REPLACEMENTS, MISC ROAD REPAIRS	628,239.45
110967	J J MICH INC	SEWER REPAIRS, RESTORATIONS, LATERAL INSPECTIONS	44,830.00
110968	J L GEISLER CORP	DESK SEAL FOR CLERK'S OFFICE - COURT	174.60

110969	LAW OFFICES OF JANADIA & JANADIA	COURT APPOINTED ATTORNEY	50.00
110970	WILLIAM JURCZAK	COURT APPOINTED ATTORNEY	125.00
110971	K&K MAINTENANCE SUPPLY INC	MAINTENANCE SUPPLIES - FIRE	1,038.75
110972	KONICA MINOLTA	MONTHLY MAINTENANCE CHARGES - CITY HALL / COURT / FIRE / LIBRARY / POLICE / WATER	1,144.94
110973	KONICA MINOLTA PREMIER FINANCE	MONTHLY COPIER LEASE	1,179.15
110974	MARISSA KULCSAR	COURT APPOINTED ATTORNEY	612.50
110975	LANDSCAPE SERVICES INC	SPRINKLER REPAIRS	4,314.80
110976	MATTHEW A LICATA	COURT APPOINTED ATTORNEY	450.00
110977	LITHO PRINTING SERVICE INC	LETTERHEAD, FORMS, ENVELOPES - CITY HALL / COURT / FIRE	4,469.00
110978	MICHAEL F MACHERZAK P C	COURT APPOINTED ATTORNEY	275.00
110979	MACOMB COMMUNITY COLLEGE (SEMINARS)	ADVANCED POLICE TRAINING, FIRE EMERGENCY MEMBERSHIPS, EMS CONTINUING EDUCATION	5,475.00
110980	MACOMB COUNTY DEPARTMENT OF ROADS	TRAFFIC SIGNAL MAINTENANCE	5,051.90
110981	MACOMB COUNTY TREASURER	8.5 MILE RELIEF DRAIN BONDS, LAKE ST CLAIR CLEAN WATER INITIATIVE	877,000.87
110982	MACOMB DAILY	MACOMB DAILY SUBSCRIPTION - 2017	405.60
110983	MAILFINANCE INC DBA NEOPOST LEASING	POSTAGE METER LEASE - COURT	654.00
110984	MAILROOM FINANCE INC	POSTAGE - COURT	2,500.00
110985	JASON MALKIEWICZ	COURT APPOINTED ATTORNEY	937.50
110986	MCKENNA ASSOCIATES, INC	PLANNING CONSULTANT	692.50
110987	MEROLLIS CHEVROLET SALES & SERVICE	REPLACED MASTER WINDOW SWITCH ON 2012 GMC SIERRA 1500	232.65
110988	MI MUNICIPAL LEAGUE MML	WORKERS COMP DISTRIBUTION	56,952.00
110989	MICHAEL JAMES RAMSEYER	CASH BOND REFUND	200.00
110990	MICHIGAN OFFICE SOLUTIONS	COPIER CONTRACT - LIBRARY	357.57
110991	MICHIGAN SUPREME PLUMBING LLC	AUGERED TOILET - LIBRARY	120.00
110992	MIHELICH & KAVANAUGH PLC	COURT APPOINTED ATTORNEY	450.00
110993	MILLER GARAGE	CASH BOND REFUND	200.00
110994	MIROSLAW ZACNY	CASH BOND REFUND	200.00

110995	MODERN FENCE COMPANY INC	6'H X 12'W INDUSTRIAL GRADE CHAIN LINK GATE - PARKS	475.95
110996	MOORE MEDICAL LLC	MEDICAL SUPPLIES - FIRE	73.99
110997	MUNRO PRINTING COMPANY	VENDING MACHINE LICENSES - CLERKS	100.00
110998	NELSON BROS SEWER & PLUMBING INC	**VOID**	0.00
110999	OCCUPATIONAL HEALTH CENTERS OF MI	NEW HIRE PHYSICALS, DOT RECERTIFICATION	465.00
111000	OFFICE DEPOT BSD	OFFICE SUPPLIES - CITY HALL / COURT / FIRE / LIBRARY / PARKS / POLICE / WATER	2,578.10
111001	PATRICK KEPLER	CONTRACTOR REGISTRATION REFUND	15.00
111002	PATRICK M PARENT	PERMIT REFUND	76.00
111003	PHAT TIEN DUONG	REFUND WATER OVERPAYMENT	72.92
111004	PHILLIPS SIGN & LIGHTING INC	REPAIR GRATIOT ELECTRONIC SIGN	170.00
111005	LAW OFFICE OF JUSTIN POLLARD	COURT APPOINTED ATTORNEY	75.00
111006	PRAXAIR DISTRIBUTION INC	OPERATING SUPPLIES, OXYGEN - DPW / FIRE	388.25
111007	PRINTING SYSTEMS INC	ELECTION SUPPLIES - CLERKS	613.05
111008	PUBLIC AGENCY TRAINING COUNCIL	DETECTIVE & NEW CRIMINAL INVESTIGATOR SEMINAR - POLICE	450.00
111009	ALICIA M PUTMAN PLC	COURT APPOINTED ATTORNEY	375.00
111010	LAW OFFICES OF RACHEAL RANCILIO	COURT APPOINTED ATTORNEY	187.50
111011	REMEDY HEALTH MEDIA LLC	SUBSCRIPTION RENEWAL - LIBRARY	40.00
111012	RIZZO SERVICES	GARBAGE PICK UP	116,800.83
111013	RKA PETROLEUM COS INC	GASOLINE & DIESEL	9,826.39
111014	ROBINSON CAPITAL MANAGEMENT LLC	MONTHLY MANAGEMENT FEES	1,098.27
111015	ROY O BRIEN INC	SERVICE ON 2007 FORD TRUCK	1,707.65
111016	SAMS CLUB DIRECT	BATTERIES, STORYTIME & BOOK CLUB SUPPLIES - FIRE / LIBRARY	249.20
111017	SIGNS BY TOMORROW	REFUSE BANNERS - DDA	924.00
111018	TIMOTHY R SINCLAIR	COURT APPOINTED ATTORNEY	500.00
111019	SIRCHIE ACQUISITION COMPANY LLC	EVIDENCE SUPPLIES - POLICE	295.00

111020	SLIMS ALIGNMENT SERVICES INC	CAR REPAIRS - POLICE	3,158.21
111021	STAR MECHANICAL	HVAC SERVICE, ELECTRICAL REPAIRS - CITY HALL / DPW / FIRE	835.95
111022	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	60.00
111023	STOTZ & QUAYHACKX PC	COURT APPOINTED ATTORNEY	600.00
111024	T R PIEPRZAK COMPANY INC	CL II SAND	1,563.12
111025	TESTING ENGINEERS & CONSULTANTS INC	PRE-DEMOLITION ASBESTOS SURVEY FOR 22117 BOULDER	760.00
111026	TINTZ & GRAPHX LLC	SETTING UP FIRE DEPARTMENT SHIELD ARTWORK FOR VECTOR FORM	50.00
111027	TRANE U.S. INC	BOILER SYSTEM MAINTENANCE & REPAIRS - COURT	525.00
111028	UNIQUE MANAGEMENT SERVICES INC	DEBT COLLECTION - LIBRARY	8.95
111029	UNITED RESOURCE LLC	SAW GRANT COMBINED/SEPARATED AREA STORM SEWER CCTV INVESTIGATION, 2015 SEWER CLEANING & CCTV INVESTIGATION	146,791.17
111030	UNITED STATES POSTAL SERVICE	POSTAGE RESET - POLICE	1,000.00
111031	UPS STORE OF EASTPOINTE THE	SHIPPING COSTS - GFOA BUDGET	11.83
111032	VANCE OUTDOORS INC	RANGE TARGETS - POLICE	155.90
111033	VERIZON WIRELESS	CELL PHONE METER TOWERS	600.00
111034	WARREN PIPE & SUPPLY CO	PLUMBING SUPPLIES - PARKS	79.70
111035	MELANIE WEIDMAYER	CODING FOR AUGUST 2016 ELECTION	1,200.00
111036	WILLIAM HEANEY	PERMIT REFUND	13.20
111037	WILLIAMS REFRIGERATION & HTG	PERMIT REFUND	55.00
111038	ROBERT D IHRIE, P.C.	MONTHLY RETAINER FEE	7,400.00
111039	J J MICH INC	PARKS MAINTENANCE SERVICES	36,853.00
111040	STEVEN A TEOLIS	CONTRACTUAL I.T. SERVICES	6,333.33
EFT	BLUE CROSS BLUE SHIELD OF MI	MONTHLY PREMIUMS	161,369.60
EFT	MERS	RETIREMENT CONTRIBUTIONS	<u>292,911.66</u>
		TOTAL FY 16/17	<u>5,768,075.23</u>
		TOTAL PAYABLES	<u>5,948,554.30</u>



CITY of EASTPOINTE

FINANCE DEPARTMENT
(586) 445-5030 • 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: September 6, 2016

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>
August 30, 2016	\$ 373,667.04	\$ -	\$ -	\$ 373,667.04
August 31, 2016	\$ -	\$ 208,498.00	\$ -	\$ 208,498.00
September 6, 2016	\$ -	\$ -	\$ 5,948,554.30	\$ 5,948,554.30
City Operations	\$ 373,667.04	\$ 208,498.00	\$ 5,948,554.30	\$ 6,530,719.34

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