

1. Agenda

Documents: [02-18 13 AGENDA.PDF](#)

2. Packet

Documents: [02-18 13 PACKET.PDF](#)



INKSTER CITY COUNCIL AGENDA (REVISED)

- 1 -

February 18, 2013
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Hilliard L. Hampton, II
Mayor Pro Tem – Marcus L. Hendricks, District II

Council Members:

Timothy Williams, District I
Lorenzo A. Moner, Jr., District III
Michael A. Canty, District IV
Kim Howard, District V
Dennard Shaw, District VI

FELICIA RUTLEDGE
CITY CLERK

RON WOLKOWICZ
CITY MANAGER

DAVID JONES
CITY ATTORNEY

Council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor. Please state your name and your address for the record prior to providing your comments. Comments are limited to three (3) minutes.

Council Orientation Agenda – 6:00 PM

1. Call to Order
2. Discussion
3. Presentations
 - A. CSO Basin on Middlebelt- Jerome Bivins
4. Public Hearing
5. Review of Council Agenda
6. CLOSED SESSION – Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).
7. Adjournment

February 18, 2013
Regular City Council Agenda – 7:30 PM

1. Call Meeting to Order
 - A. Pledge of Allegiance
 - B. Roll Call
2. Approval of Agenda
3. Presentations/Discussion
4. Public Hearing
5. Consent Agenda
 - A. February 4, 2013 Regular Council Meeting Minutes. **Pg. 1**
 - B. Fire and Police Pension Payment, February 2013. **Pg. 6**
6. Boards and Commissions
 - A. Update of current list of appointments to Boards & Commissions. **Pg. 8**
7. Previous Business
 - A. Discussion/Action: (Councilmember Shaw) Allen Brothers & Attorneys Counselors, PLLC, Invoice \$ 37,551.73. **Pg. 15**
8. Ordinance(s)
 - A. First Reading(s)
 - B. Second Reading(s)
9. New Business
 - A. Discussion/Action: (Mark Lloyd) Consider adopting the 2013 annual meeting calendars and the 2012 annual reports of the Brownfield Redevelopment Authority, Downtown Development Authority, Planning Commission, Economic Development Corporation, Tax Increment Finance Authority, and Zoning Board of Appeals. **Pg.16**

- B. Discussion/Action: (Mark Lloyd) Consider approving a special conditions use request to allow the operation of a trade school to be located at 1615 Henry Ruff Road (Case No. 12-10 SCU) as recommended by the Planning Commission. **Pg. 29**

- C. Discussion/Action: (Jerome Bivins) Consider authorizing the administration to enter into a Services Contract with Tucker, Young, Jackson, Tull, Inc. to operate the CSO Basin located at 2121 Middlebelt Road for three years. **Pg. 42**

- D. Discussion/Action: (Mark Lloyd) Approval to renew the agreement with Murray's Real Estate Services, LLC, Red Carpet Keim, Will Coop, Inc., and Your Town Realty to provide real estate services to sell City-Owned structured properties and vacant lots for one year. **Pg. 65**

10. Public Participation

11. Mayor and Council Communication

12. City Clerk

13. City Manager

14. Closed Session - Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

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Felicia Rutledge
City Clerk



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15. Adjournment

Felicia Rutledge
City Clerk

February 4, 2013

Regular City Council Meeting – 7:30 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, February 4, 2013

Prior to the Regular Council Meeting: There was a presentation by SEMCOG.

Call Meeting to Order

Mayor Hampton called the meeting to order at 7:35 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Roll Call

Mayor Hampton	Present	Councilwoman Howard	Present
Councilman Moner	Present	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

***A Quorum was present**

Approval of Agenda

Moved by Councilmember Shaw, Seconded by Councilmember Moner to approve the agenda with the removal of item "B" from the Consent agenda to item "E" under New Business.

Resolution 02-13-17R

Presentations/Discussion

Wayne County Commissioner Richard LeBlanc, 12th District introduced his staff and himself to City Council.

State Representative introduced himself to City Council.

Public Hearings (N/A)

None

Consent Agenda

- A. January 22, 2013 Regular Council Meeting Minutes.
- B. Allen Brothers Attorneys & Counselors, PLLC, Invoice \$ 37, 551.73
******(MOVED TO ITEM "E" UNDER NEW BUSINESS)**

Moved by Councilmember Moner, Seconded by Councilmember Shaw to approve the consent agenda with the removal of item "B" to item "E" under consent agenda.

Resolution 02-13-18R- Motion carried. – Nay (Williams)

Boards and Commission

- A. Update of current list of appointments to Boards & Commissions

Moved by Councilmember Canty, Seconded by Councilmember Shaw to appoint Councilmember Williams to the City of Inkster Water and Sewer Advisory Committee and appoint Mayor Pro-Tem Hendricks as an alternate.

Resolution 02-13-27R- Motion Carried Unanimously.

Previous Business

- A. Discussion/Action: (Councilmember Hendricks) Consider approving the alternative changes to the City of Inkster Water and Sewer Advisory Committee and submit to the City Attorney for recommendations.

Moved by Councilmember Canty, Seconded by Councilmember Moner
Resolution 02-13-19R- Motion carried unanimously.

- B. Discussion/Action: (councilmember Williams) Consider a resolution to send to the State of Michigan an amendment to lower the water rate for Inkster residents by one third and to extend out the debt payment for five years instead of three.

Moved by Councilmember Williams, Seconded by Councilmember Shaw to remove the item from the table for discussion.

Resolution 02-13-20R- Motion Carried Unanimously.

Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Canty to deny the motion.

Resolution 02-13-21R- Motion Carried. - Nay (Williams)

Ordinance(s)

None

New Business

- A. Discussion/Action: (Ron Wolkowicz) Consider approval of local Match Payments to the Senior Alliance Area Agency on Aging 1-C for fiscal year 2012 in the amount of \$2,409.00. Funds from account 101-101-958-000 (membership/subscription)

Moved by Councilmember Moner, Seconded by Councilmember Canty
Resolution 02-13-22R – Motion carried unanimously.

- B. Discussion/Action: (Mark Lloyd) Consider approving a special conditions use request to allow used auto sales in conjunction with an existing oil lube facility located at 26380 Michigan Ave.

Moved by Councilmember Moner, Seconded by Councilmember Canty
Resolution 02-13-23R – Motion carried, - Nay (Shaw)

- C. Discussion/Action: (Mark Lloyd) Consider approval of an offer to purchase (Case # LD13-02) vacant land (2Lots) south of 4077 Moore Avenue being legally described as Lot 150 and s5 Ft of Lot 151, also W ½ Adj Vac Alley, Burns Van Alstine Sub, T2S, R93, L60, P710, WCR (Property ID# 014-02-150-000) in the amount of \$ 250.00 to Corine Harvey.

Moved by Councilmember Moner, Seconded by Councilmember Canty
Resolution 02-13-24R – Motion carried unanimously.

- D. Discussion/Action: (Mark Lloyd) Consider approval of offer to purchase (Case# LD13-01) a single-family structure, commonly identified as 3323 Moore and legally described as Lot 201, Wolverine Tractor Sub, T2S, R9E, L38, P34, WCR (Property ID # 010-06-0201-000) in the amount of \$2,800.00 to Corine Harvey

Moved by Councilmember Moner, Seconded by Councilmember Shaw
Resolution 02-13-25R-Motion carried unanimously.

- E. **Discussion/Action: (Councilmember Shaw) Consider approval of the Allen Brothers Attorney & Counselors, PLLC, invoice in the amount of \$37,551.73.

Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Hendricks to table the payment of the Allen Brothers Attorneys & Counselors PLLC invoice.
Resolution 02-13-26R- Motion carried- Nay (Moner)
 ** (Item "B" from Consent Agenda)

Public Participation

- **Cara Woods**-Had a water test done on his water meter. He said that the test was not accurate because the flow of water can not be verified.
- **Michelle Campbell & Marjorie Cabanaw**-Disbursed a handout to City Council that contained some HUD homes that had very high water bills.
- **Larry Bonerack**-Complained about the high water bills and water rates.
- **Sandra Watley**-Watsonia Park will be holding their annual Black History Affair. The Inkster Action Network meets on Thursday's.
- **Willie Johnson**-The City of Inkster needs better Police protection.
- **Karen Lee**-Asked when will the city get more Police and Fire officers and what is being done with the money from the auction of the Police vehicles. The City Manager was thanked for getting the leak and light fixed in the women's restroom at the Recreation complex.

- **Frances Feecher**-Complained about the high water bill and said she thinks she will have to leave the city.

Mayor and Council Communications

- **Councilman Williams**-Asked about the contract for SLC and questioned the cost for meter installation. In addition he asked why to the majority of water bills read occupant instead of the resident's name. He asked why residents are not being alerted if they have high water usage.
- **Councilwoman Howard**-Suggested that all Council members receive a copy of contracts.
- **Councilman Shaw**-Thanked DPS and the Administration for correcting the water problems in his area and for the good job on filing the EVIP. He suggested that City Council take a proactive approach in regards to the water and sewer and maybe put something up on the cable station. He said Ms. Williams in the Building Department suggested that landlords who own 10 or more properties obtain a business license and have their tenants register with the city. This process would include showing a valid ID for water service.
- **Mayor Pro-Tem Hendricks**-Asked how is the City Treasurer handing residents with high water bills and have extended hour appointments been offered to those residents. In addition, he asked for a status report on how far out the city is on seeing residents with high water bills.
- **Councilman Canty**-Thanked his colleagues for supporting him during his convalescent.
- **Mayor Hampton**-Asked City Planner Mark Lloyd when the Greenway Project will start. He said the Greenway Project will consist of a walking pathway and bike trail thru Inkster Park. Thanked Mayor Pro-Tem Hendricks for his leadership and courage in regards to the Water and Sewer Advisory Committee. In addition, he asked all members of City Council to speak what is on their hearts but to speak with facts and not be influenced by the sensational era that we are now living in. He said some allegations that have been made are true and some are not. He challenged everyone to be transparent and take full responsibility for being honest and truthful. He also said that City Council members should come to council meetings being already fully equipped and prepared with information. He further stated that all City Council members voted for the Water increase except for one who was absent.

City Clerk

None

City Manager

None

Closed Session

None

Adjournment

There being no further business to come before Council, on motion duly made by Council Member Moner, Seconded by Councilmember Howard and carried, the Regular Council meeting of February 4 , 2013 was adjourned at 10:00 p.m.



Felicia Rutledge, City Clerk
City of Inkster

MEMO

DATE: February 13, 2013
TO: Mayor and Council
FROM: Lynn Ellyn, Deputy Controller
CC: Police and Fire Pension Board

As provided for in the City Charter of October 6, 1965; and Chapter 18 – Police and Fire Retirement System, the following pay-out amounts will be made to the active members on Feb 1, 2013 for the month of Feb, 2013.

Abraham, Francis (starting Jan 2009)	\$812.88
Baker, Alma	\$1,089.31
Blanton, Ronald	\$2,565.85
Bosak, Gary	\$3,797.12
Bosshard, Susan	\$4,317.42
Bradford, Juan	\$1,940.98
Brown, Kennith	\$3,815.75
Brown, Sherlonne	\$656.15
Cabanaw, Lucille	\$806.18
Colwell, Linda	\$1,188.70
Colwell, Terry	\$3,635.79
Crump, Jr., Henry L	\$3,508.20
Curry, Cleveland	\$1,812.48
Curtis, Terry	\$2,296.41
Davis, Lewis	\$4,075.12
Diaz, Thomas	\$3,958.89
Drysdale, John	\$3,625.23
Dubiel, Laura	\$1,269.53
Edwards, Terry	\$2,321.03
Elkins, Charles	\$2,718.53
Ferensic, Robert	\$1,714.30
Frazier, Edgar	\$2,218.27
Frazier-Mitchell, Rhonda	\$1,538.77
Gaskin, Gregory	\$744.62
Givens, Charles	\$2,720.49
Hill, Gregory	\$4,681.60
Hill, Stanley	\$719.01
Hines, Charles	\$4,015.44
Horne, James	\$5,019.74
Jachym, Jeffrey	\$4,640.00
Jackson, Warrine	\$1,742.87

Johnson, Stacey	\$2,343.30
Kadoura, Michael	\$2,867.64
Kane, Timothy	\$4,225.23
Knight, John Jr.	\$3,736.10
Latarski, Elaine	\$1,570.69
Leskun, James	\$2,508.86
Lewis, Billie	\$892.33
Lewis, Edwin	\$1,030.85
Martin, Paul	\$4,744.67
McArthur, Robert	\$3,537.15
McKinney, Dale	\$1,930.81
Moore, Douglas	\$2,808.76
Moore, Michael	\$4,111.05
Neu, Ronald	\$4,491.53
Nichols, John, Jr.	\$5,078.34
Paisley, Byron	\$3,389.60
Palmer, Glenn	\$2,636.10
Pendergrass, Lazarus	\$3,157.63
Pilch, Patricia (wife of Charles)	\$942.19
Pluta, Gloria	\$840.39
Quashnie, David	\$5,003.35
Rashad, Richard	\$4,537.57
Reid, Florida	\$3,617.31
Shea, John	\$2,387.58
Simmons, Michael	\$697.03
Slezak, Donna	\$1,449.81
Smith, Raymond	\$706.21
Stroman, Jimmie	\$2,292.60
Tubbs, Darryl	\$1,449.81
Tye, Steven	\$2,095.12
Vergona, James	\$4,880.44
Wertz, Barbara	\$881.58
Williams, Dorothy	\$363.99
Williams, Jerry	\$4,112.97
Wolfgram, Robert	\$1,120.52
Young, Anderson	\$1,451.86
Total pension payroll is	\$173,857.63

CITY OF INKSTER

Boards & Commissions

[MADE OPERATIVE BY STATE LAW, CITY OF INKSTER CHARTER PROVISION OR CITY OF INKSTER ORDINANCE]

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term	9 Members	Ordinances: 414,457 & 508
Ronald Wolkowicz, Director		Tenure
Denise Champagne, Project Dir.		Tenure
- (Ex-Officio Member)		
Rochelle Wells		Exp. 08/20/14
April Walton		Exp. 01/18/13
Audrey Jean Searcy		Exp. 06/02/14
Doris Horne		Exp. 09/07/14
Theola Jones		Exp. 11/15/14
Henry Wade		Exp. 03/07/13
Dorothy M. Moore		Exp. 11/15/12
Nellene Moore		Exp. 08/16/14
Dorothy Gardner		Exp. 06/16/14
Chuck Coleman		Exp. 04/04/13
Gabe Henderson		Exp. 04/04/13

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment	3 Members	Charter Provision and State Law
Alfreda Robinson		Clerk of the Board – Non Voting
Gloria Brown		Exp. 12/31/12
Ned Sanders (Alternate)		Exp. 05/02/12
Dante Williams		Exp. 03/19/13
Celeste McDuffie		Exp. 03/19/13

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]

2 Year Term	
Toni Bailey	Exp. 04/26/14
Enoch Jackson	Exp. 04/26/14
Joe Burton	Exp. 04/26/14
Rev. George Williams (T)	Exp. 04/26/14
Eunice Williams (C)	Exp. 04/26/14
Wyanetta Motley (S)	Exp. 04/16/14
Horace Jordan	Exp. 04/26/14
Larry Motley (C)	Exp. 04/26/14
Dorothy McClendon	Exp. 05/14*
Dr. Evelyn Clark	Exp. 05/14*
Tommie Jones	Exp. 05/14*
Cephus Thomas	Exp. 04/26/14
Clareese Jordan	Exp. 11/13
LaShawn Westbrook	Exp. 05/14*
Blinda Jones	Exp. 05/14*
Robert Broadnax	Exp. 05/07/14
Minnie Johnson	Exp. 05/14*
Alana Glover	Exp. 05/07/14
Gabe Henderson	Exp. 05/7/14
Shera Johnson	Exp. 05/14*
Demetrius Dalton	Exp. 05/21/14
Henry Wade	Exp. 05/14*

BEAUTIFICATION COMMITTEE (continued)

John W. Gee, Jr.	Exp. 05/14*
Tania James	Exp. 05/14*
Khalisha Nathan	Exp. 05/21/14
Toya Ellis	Exp. 05/14*
Princella Ellis	Exp. 05/21/14
Theresa Lindsey	Exp. 05/21/14
Norma Taylor	Exp. 05/21/14
Alto Baker	Exp. 05/14*
Kent Hudson	Exp. 05/14*
Donna Towns	Exp. 06/04/14
Elcfernick M. Lotman	Exp. 06/14*
Epson Johnson	Exp. 06/14*
Patricia Morgan	Exp. 06/14*
LeVania Henderson	Exp. 06/18/14

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
Hersey Bryant, (C)
Horace Wells

Exp. 12/31/05
Exp. 12/31/00
Exp. 12/31/01

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]

3 Year Term

9 Members

Ordinances 593 and 609

Timothy Williams Ex-Official

Exp. 11/16/12

~~Danny Van Schoiack~~ Dist. 1

Exp. 12/01/11

Vacant Dist. 2

Vacant Dist. 3

Alfreda Flowers Dist. 4

Exp. 06/04/15

Vacant Dist. 5

Lewis Gregory (C) Dist. 6

Exp. 01/04/13

~~George Celler~~ Mayoral

Exp. 03/16/12

~~Carmen Mitchell~~ At-Large

Exp. 02/18/11

CANVASSERS BOARD

[MEETINGS: As Required]

4 Year Term

4 Members

State Law

Deborah Owens (Dem)

Exp. 12/31/15

Gloria Brown (Dem)

Exp. 06/04/16

Courtney Owens (Dem)

Exp. 06/04/16

Eugene Brazeal (Rep)

Exp. 08/06/16

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden

Exp. 6/18/15

Vacant - (Employee Representative)

~~James White~~

Exp. 12/04/11

- (Commission Appointment)

CONSTRUCTION BOARD OF APPEALS/DANGEROUS BUILDING BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Theola Jones		Exp. 04/14
Henry Wade		Exp. 05/11
- (Licensed Plumber)		
Kenyatta Mason		Exp. 11/12
- (Licensed Electrician)		
Marcus Hendricks – Temporary Alternative		
- (Licensed Electrician)		
Muzaffar Lakhani – Building Inspector		
- (Licensed Engineer/Inspector)		
Yuri Mayorchak		Exp. 11/13
George A. Chatman		
David Stevens		

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term 12 Members State Law and Ordinances 687 and 741

Hilliard L. Hampton, II	Tenure
Vacant (Treasurer)	Exp. 01/18/14
Lewis Gregory	Exp. 09/20/14
Eugene Brazeal	Exp. 07/20/13
Tom Costello (VC)	Exp. 10/06/12
Stephanie Taylor (C)	Exp. 11/03/12
Cheryl Brown	Exp. 07/19/14
Andrea Parson	Exp. 08/01/15
Winston Wade	Exp. 12/17/16
Vacant	

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term 11 Members State Law and Ordinances 517 and 570

Hilliard L. Hampton, II	
Bishop Walter Starghill, Jr.	
Vacant	Exp. 06/07/16
Cheryl Stinson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Mary Weislo	Exp. 06/07/16
Cassandra Leonard	Exp. 03/07/17
Herbert Johnson	Exp. 06/07/16
Vacant	Exp. 06/07/16
Vacant	

ELECTRICAL EXAMINING BOARD

Indefinite Terms 4 Members

State Law and Ordinance 616

Walter Bays (Elec. Cont.)
 Andrew Hughes (Adm. Official)
 Carlton Trouteaud (Rep. of Detroit Edison)

February 18, 2013

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term

6 Members

State Law and Ordinance 99

Tony Love, Director & Secretary
William Acklin
Ernest Hendricks
James Orr
Ernestine Williams
Delphine Oden

Tenure
Exp. 03/17
Exp. 03/13
Exp. 11/13
Exp. 03/13
Exp. 08/14

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term

7 Members

State Law and Ordinance 196

Vacant Dist. 1
Vacant Dist. 2
Vacant Dist. 3
Vacant Dist. 4
Vacant Dist. 5
Michael Wells Dist. 6
Vacant

Exp. 12/20/12

LIBRARY BOARD

4 year term

Michael Wells
Sandra Markwart
Dorothy Gardner
Dosys Thompson
LaDon Gibbs
Paulette Dye

Exp. 2015
Exp. 2015
Exp. 2015
Exp. 2015
Exp. 2015
Exp. 2015

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term

7 Members

Ordinance: 603

Vacant Dist. 1
Curtistine Barge Dist. 2
Vacant Dist. 3
Vacant Dist. 4
Vacant Dist. 5
Vacant Dist. 6
Vacant Mayoral

Exp. 12/05/13

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term

7 Members

State Law and Ordinance 409

Theodore Mimms
Eugene Thompson (VC)
Dorothy Gardner
Darwin Howard
William Howard
Cheryl Stinson
Vacant

Exp. 11/19/14
Exp. 11/19/14
Exp. 11/19/14
Exp. 12/15/14
Exp. 11/03/15
Exp. 02/02/16

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

2 Year Term

9 Members

Ordinances: 493 & 551

Sandra French	Dist. 1	Exp. 04/30/14
Shirley Miller	Dist. 2	Exp. 03/25/14
Shelby Johnson	Dist. 3	Exp. 01/03/14
Vernell Massey	Dist. 4	Exp. 11/04/14
Gloria Mitchell	Dist. 5	Exp. 07/18/13
James Richardson IV	Dist. 6	Exp. 01/03/14
Tonia Williams	Mayoral	Exp. 04/04/13
Sheila Garland	Mayoral	Exp. 05/21/14
Norma McDaniel	Council	Exp. 12/20/12

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Vacant	Dist. 1	
Vacant	Dist. 2	
Cory Wells	Dist. 3	Exp. 12/05/13
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	Mayoral	

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 7:30 p.m., City Council Chambers]

3 Year Term

9 Members

State Law and Ordinance 33

Marcus Hendricks	Tenure
Hilliard L. Hampton, II	Tenure
Darryl Davis (City appointee)	Exp. 10/15
Robert Thomas	Exp. 10/15
Emmereal Wells (C)	Exp. 01/15
James Garrett (S)	Exp. 02/14
Edward Manier	Exp. 06/13
Sam Brown (VC)	Exp. 10/14
Vacant	

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 6:00 p.m., Fire Station]

2 Year Term

5 Members

Charter

Jean Overman	Mayoral	Exp. 10/14
Barry O'Bryan		Exp. 12/13
Christopher Crawley		Exp. 12/13
Hilliard L. Hampton II	Council	Exp. 12/14
Charles Hines (Pension Board Appt)		Exp. 12/12

WATER REVIEW COMMITTEE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Shaw	App. 02/04/13
*Mayor Pro-Tem Hendricks	App. 02/04/13 * (Alternate)

February 18, 2013

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 7:30 P.M., City Council Chambers]

3 Year Term

7 Members

State Law and Ordinance 277

Vacant	Dist. 1	
Vacant	Dist. 2	
James Cross (VC)	Dist. 3	Exp. 11/02/12
Roosevelt Stubbs	Dist. 4	Exp. 05/16/14
Vanola Williams	Dist. 5	Exp. 08/20/11
Norma McDaniel (S)	Dist. 6	Exp. 10/19/12
Lawrence Chastang PC Rep. (C)		Exp. 08/15/12

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]

6 Year Term

13 Members

Resolution 85-8-331

Hilliard L. Hampton, II

Ron Wolkowicz

Bishop Walter L. Starghill, Jr.

Herbert Johnson

Deborah Walker

Cheryl Stinson

Vacant

Cassandra Leonard

Mary Weislow

Tenure

Tenure

Exp. 06/07/16

Exp. 06/07/16

Exp. 06/07/16

Exp. 06/07/16

Exp. 06/07/16

Exp. 06/07/16

Exp. 06/07/16

TIFA WORKING COMMITTEE FOR THE JUSTICE CENTER

5 Members

Bishop Walter L. Starghill

Herbert Johnson

Deborah Walker

Cheryl Stinson

Vacant

Exp. 06/07/16

Exp. 06/07/16

Exp. 06/07/16

Exp. 06/07/16

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]

Terms 1, 2 and 3 years

Up to 9 members

Resolution 02-9-458

Timothy Williams, City Council Representative

Ron Wolkowicz, City Manager

Mark Stuhldreher, Treasurer

Mark Lloyd, Community Development Director (VC)

Tonia C. Williams (C)

Dorothy Gardner

Tenure

Tenure

Tenure

Tenure

Exp. 6/27/14

Exp. 10/05/15

CARVER HOMES DISTRICT CITIZENS COUNCIL- *Inactive*

[MEETINGS: Third Thursday of each month at 6:30 P.M., St. Clements Manor]

Velma Hammons

Daniel Henderson

Willie Johnson

Bessie Jones

Melodie Jones

Clara Gray-Joiner

Geneva Lyles

Norma McDaniel

Ramona Rogers

Antonio Shaw

Jacqueline Treadway

Rita Watson

Barbara Whatley

Julius Williams

Glaynda Wright

Chris Yatooma

NOTES:

Vacancies and/or Expired terms

*Has not taken the oath

Allen Brothers
Attorneys & Counselors, PLLC
400 Monroe Street, Suite 220
Detroit, MI 48226-2963

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

Page: 1
01/28/2013
Account No: 1897M

Payments received after 01/11/2013 are not included on this statement.

	Previous Balance	Fees	Expenses	Payments	Balance
1897-001 Flat Fee/City Attorney	\$6,002.00	\$6,000.00	\$ 9.10	\$ 6,002.00	\$ 6,009.10
Municipal Legal Services	\$1,012.50	\$2,912.50	3.10	\$ 1,012.50	\$ 2,915.60
Labor	\$2,050.00	\$2,287.50	0.00	\$ 2,050.00	\$ 2,287.50
Litigation	\$17,616.55	\$25,116.25	\$1,222.78	\$17,616.55	\$26,339.03
	\$26,681.05	\$36,316.25	\$1,234.98	\$26,681.05	\$37,551.73

A finance charge will be assessed on all accounts past due 30 days.
Payments are due 10 days from 01/28/2013.

Please make checks payable to: Allen Brothers, PLLC
Kindly Include statement number with payment.

Please contact our Billing Department at (313) 962-7777
with any questions regarding this statement.
Thank you!

REQUEST FOR COUNCIL ACTION

To: Ron Wolkowicz, City Manager

Date: 2/4/13

**From: Mark D. Lloyd, Director
Community Development**

Date for Council Consideration: 2/18/13

ACTION REQUESTED: Consider adopting the 2013 annual meeting calendars and the 2012 annual reports of the Brownfield Redevelopment Authority, Downtown Development Authority, Planning Commission, Economic Development Corporation, Tax Increment Finance Authority, and Zoning Board of Appeals.

Current Action X Emergency Future

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A X

Treasurer's Approval _____

BACKGROUND INFORMATION

BACKGROUND INFORMATION

In accordance with local ordinances and by-laws, it is necessary to adopt annual meeting calendars for the Brownfield Redevelopment Authority, Downtown Development Authority, Planning Commission, Economic Development Corporation, Tax Increment Finance Authority, and Zoning Board of Appeals. Also within the guidelines of local ordinances and by-laws, it is required for these bodies to submit annual reports to the City Council.

SCOPE OF SERVICES

Adopt 2013 meeting calendars and 2012 annual reports of the Brownfield Redevelopment Authority, Downtown Development Authority, Planning Commission, Economic Development Corporation, Tax Increment Finance Authority, and Zoning Board of Appeals. A total of 33 meetings were conducted.

JUSTIFICATION

In accordance with local ordinances and by-laws, it is necessary to adopt annual meeting calendars for the Brownfield Redevelopment Authority, Downtown Development Authority, Planning Commission, Economic Development Corporation, Tax Increment Finance Authority, and Zoning Board of Appeals.

PROJECT OR IMPROVEMENT TASKS

Which of the Five (5) Council Goals does this request meet?

Note to Department Heads:

- ## 1. Enhance Public Safety & Strengthen the Police Department

2. Revitalize the Michigan Avenue Corridor and the area covered by the DDA
3. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster
4. Develop a plan to address the City's current debt and legacy costs
5. Improve and promote the image of Inkster

PROJECT OR IMPROVEMENT TASK

Post all annual meeting calendars as prescribed by law.

COST

N/A.

PROJECT TIME TABLE

N/A.

RESOLUTION

The Inkster City Council hereby adopts the 2013 meeting calendars and the 2012 annual reports for the Brownfield Redevelopment Authority, Downtown Development Authority, Planning Commission, Economic Development Corporation, Tax Increment Finance Authority, and Zoning Board of Appeals as hereto attached.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

INKSTER BROWNFIELD REDEVELOPMENT AUTHORITY

2012 ANNUAL REPORT AND ATTENDANCE

PROJECTS

EPA Hazardous Substances and Petroleum Grants

MEETING DATES

Name	1/10/12	2/14/12	3/15/12	4/10/12	7/10/2012	9/26/12	10/9/12	11/14/12	TOTAL MEETINGS ATTENDED
Dorothy Gardner	X	X	X	X	X	X	X	X	8 out of 8
Mark Lloyd	X	X	X	X	X	X	X	X	8 out of 8
Dennard Shaw	X								8 out of 8
Mark Stuhldreber	X	X	X	X	X	X	X	X	8 out of 8
Timothy Williams									8 out of 8
Tonia Williams	X	X	X	X	X	X	A	X	3 out of 4
Ron Wolkowicz	X	X	A	X	X	X	X	X	8 out of 8
								E	6 out of 8

Canceled Meetings

5/8/2012 6/12/2012 8/14/2012 12/11/2012

KEY

A=Absent without excused

E=Excused Absence

Blank=Not active

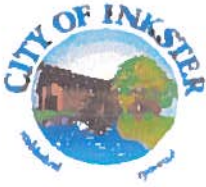
X=Present

Submitted by:

Mark D. Lloyd, Director

Date:

Planning, Building & Economic Development
12/17/2012



City of Inkster

26215 Trowbridge, Inkster, MI 48141
Phone: 313.563.9770 – Fax: 313.563.7378
Website: www.cityofinkster.com

Felicia Rutledge
City Clerk
frutledge@cityofinkster.com

Meeting Notice

(Brownfield Redevelopment Authority)
City of Inkster

26215 Trowbridge, Inkster, MI 48141
313.563.9770

Annual Meeting Calendar

Every second Tuesday of each month at 5:30 p.m. in the City Hall Tax Increment Finance Authority (TIFA) Community Room unless otherwise notified:

January 8, 2013
February 12, 2013
March 12, 2013
April 9, 2013
May 14, 2013
June 11, 2013
July 9, 2013
August 13, 2013
September 10, 2013
October 8, 2013
November 12, 2013
December 10, 2013

Felicia Rutledge, City Clerk
City of Inkster

January 22, 2013, 11:00 a.m.

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act), MCLA 41.72a (2)(3) and the American with Disabilities Act (ADA)

Individuals with disabilities requiring auxiliary aids or services should contact the City of Inkster 2 days prior to the meeting by writing Felicia Rutledge, City Clerk, 26215 Trowbridge, Inkster, MI 48141 or by phoning 313.563.9770

A copy of this notice is on file with the Clerk

INKSTER DOWNTOWN DEVELOPMENT AUTHORITY

2012 ANNUAL ATTENDANCE

MEETING DATES

Name	1/18/12	2/21/12	3/20/12	4/17/12	6/19/12	7/17/12	8/12/12	9/18/12	10/19/12	TOTAL MEETINGS ATTENDED
Eugene Brazeal	A	A	X	A	A	X	A	A	A	2 out of 9
Thomas Costello	X	A	X	X	X	A	X	X	A	6 out of 9
Lewis Gregory	X	X	A	A	X	X	X	A	A	6 out of 9
Hilliard Hampton	X	X	X	A	X	X	X	A	A	5 out of 9
Andrea Parson	A	X	X	A	X	A	A	X	X	6 out of 9
Stephanie Taylor	X	X	A	X	A	X	A	A	X	5 out of 9
Winston Wade	X	A	X	A	X	X	A	A	X	6 out of 9
Connie Wierzbicki	A	X	X	A	X	X	A	A	X	5 out of 9
Patrick Wimberly	A	A	X	A	A	A	A	A	A	2 out of 3
Ron Wolkowicz	X	X	X	A	X	X	X	X	X	1 out of 9

Canceled Meetings 5/15/12 11/20/12 12/18/12

KEY

A=Absent
X=Present
Blank=Not active

Submitted by: Mark D. Lloyd, Director
Community Development
Date: 12/18/12



City of Inkster

26215 Trowbridge, Inkster, MI 48141
Phone: 313.563.9770 – Fax: 313.563.7378
Website: www.cityofinkster.com

Felicia Rutledge
City Clerk
frutledge@cityofinkster.com

Meeting Notice

(Downtown Development Authority)
City of Inkster

26215 Trowbridge, Inkster, MI 48141
313.563.9770

Annual Meeting Calendar

Every third Tuesday of each month at 6:00 p.m. in the City Hall Council Chamber unless otherwise notified:

January 15, 2013
February 19, 2013
March 19, 2013
April 16, 2013
May 21, 2013
June 18, 2013
July 16, 2013
August 20, 2013
September 17, 2013
October 15, 2013
November 19, 2013
December 17, 2013

Felicia Rutledge, City Clerk
City of Inkster

January 22, 2013, 11:00 a.m.

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A copy of this notice is on file with the Clerk

22

[illegible]

2012 PLANNING COMMISSION PROJECT REPORT

CASE #	PROJECT LOCATION	TYPE OF REVIEW	PLANNING COMMISSION REVIEW DATE	PLANNING COMMISSION ACTION	CITY COUNCIL ACTION
10-16 (TA)	Zoning Ordinance Text Amendment	Medical Marijuana Facilities	On-going	On-going	On-going
12-01 (TA)	Zoning Ordinance. Section 155.142 (Flood Plain Mgt)	Text Amendment	1/23/2012	Approved	Approved
12-01 (SP)	26279 Michigan Avenue	Inkster Justice Center	5/29/2012	Approved	Approved
12-03(TA)	Zoning Ordinance. Section 155.049 (TCD District)	Text Amendment	8/27/2012	Approved	Approved
12-04 (TA)	Zoning Ordinance. Section 155.047 (B-3 District)	Text Amendment	8/27/2012	Approved	Approved
12-06 (SCU)	1352 Inkster Road	Child Care Facility	8/27/2012	Approved	Approved
12-07 (SP)	1352 Inkster Road	Child Care Facility	Withdrawn	N/A	N/A
12-08 (SCU)	26380 Michigan Avenue	Adtl Use--Auto Dealer	Withdrawn	N/A	N/A
(12-09) (SP)	26380 Michigan Avenue	Adtl Use--Auto Dealer	Pending	Pending	Pending
12-10 (SCU)	1615 Henry Ruft	Parochial Trade School	Pending	Pending	Pending
12-11 (SP)	1615 Henry Ruft	Parochial Trade School	Pending	Pending	Pending
ADMINISTRATIVE APPROVALS	PROJECT LOCATION	TYPE OF USE	DATE APPROVED		
A12-01 (ASP)	27251 Cherry Hill Road	Drive Through Lanes			
A12-02 (ASP)	25823 Michigan Avenue	Carry Out Restaurant in a Gas Station			
A12-05 (ASP)	30000 Hiveley	Parking Lot Expansion			
CASES REFERRED TO THE ZBA – None					

Submitted by: Mark D. Lloyd, Director
Community Development
Date: January 14, 2013



City of Inkster

26215 Trowbridge, Inkster, MI 48141
Phone: 313.563.9770 – Fax: 313.563.7378
Website: www.cityofinkster.com

Felicia Rutledge
City Clerk
frutledge@cityofinkster.com

Meeting Notice

(Planning Commission)
City of Inkster

26215 Trowbridge, Inkster, MI 48141
313.563.9770

Annual Meeting Calendar

Every second and fourth Monday of each month at 6:00 p.m. in the City Hall Council Chamber unless otherwise notified:

January 14, 2013 and January 28, 2013
February 11, 2013 and February 25, 2013
March 11, 2013 and March 25, 2013
April 8, 2013 and April 22, 2013
May 13, 2013 and May 28, 2013 (Tuesday)
June 10, 2013 and June 24, 2013
July 8, 2013 and July 22, 2013
August 12, 2013 and August 26, 2013
September 9, 2013 and September 23, 2013
October 14, 2013 and October 28, 2013
November 12, 2013 (Tuesday) and November 25, 2013
December 9, 2013 and December 23, 2013

Felicia Rutledge, City Clerk
City of Inkster

January 22, 2013, 11:00 a.m.

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act), MCLA 41.72a (2)(3) and the American with Disabilities Act (ADA)

Individuals with disabilities requiring auxiliary aids or services should contact the City of Inkster 2 days prior to the meeting by writing Felicia Rutledge, City Clerk, 26215 Trowbridge, Inkster, MI 48141 or by phoning 313.563.9770

A copy of this notice is on file with the Clerk

INKSTER TAX INCREMENT FINANCE AUTHORITY

2012 ANNUAL ATTENDANCE

Members	1/12/12	3/15/12	4/12/12	6/14/12	9/13/12	10/11/12	11/8/12	Total Meetings Attended
Hilliard L. Hampton, II	X	X	E	X	X	E	A	4 out of 7
Herbert Johnson	X	A	X	X	X	A	X	5 out of 7
Cassandra Leonard	X	X	X	X	X	A	X	6 out of 7
Bishop Walter Starhill Jr.	X	X	X	X	X	X	X	7 out of 7
Cheryl Stinson	X	X	X	A	X	A	A	4 out of 7
Deborah Walker	X	X	X	X	X	E	X	6 out of 7
Mary Weislo	X	X	X	X	X	X	X	7 out of 7
Patrick Wimberly	A	A	A	A	A	A	A	0 out of 7
Ron Wolkowicz	E	E	X	A	X	X	X	4 out of 7

Canceled Meetings: 02/09/12 05/10/12 12/13/12
 Recessed Meetings: 07/12/12 08/09/12

KEY:
 A = Absent
 E = Excused
 X = Present

Submitted by: Mark D. Lloyd, Director
 Community Development
Date: 12/18/2012



City of Inkster

26215 Trowbridge, Inkster, MI 48141
Phone: 313.563.9770 – Fax: 313.563.7378
Website: www.cityofinkster.com

Felicia Rutledge
City Clerk
frutledge@cityofinkster.com

Meeting Notice

(Tax Increment Finance Authority [TIFA])
City of Inkster

26215 Trowbridge, Inkster, MI 48141
313.563.9770

Annual Meeting Calendar

Every second Thursday of each month at 6:30 p.m. in the City Hall Council Chamber unless otherwise notified:

January 10, 2013
February 14, 2013
March 21, 2013 (3rd Thursday)
April 11, 2013
May 9, 2013
June 13, 2013
September 12, 2013
October 10, 2013
November 14, 2013
December 12, 2013

Felicia Rutledge, City Clerk
City of Inkster

January 22, 2013, 11:00 a.m.

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act), MCLA 41.72a (2)(3) and the American with Disabilities Act (ADA)

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A copy of this notice is on file with the Clerk

**CITY OF INKSTER
ZONING BOARD OF APPEALS
2012 ANNUAL PROJECT ATTENDANCE REPORT**

PROJECTS

Case #	Property	Variance Request	Disposition
ZBA12-01	26626 Michigan Avenue	To appeal the wall	Denied

MEETING DATES

Name	1/5/12	7/5/12	TOTAL MEETINGS ATTENDED
Lawrence Chastang	X	X	2 out of 2
James Cross	X	X	2 out of 2
James Ingram	E		0 out of 2
Terell LeCesne	E		0 out of 2
Norma McDaniels	X	X	2 out of 2
Roosevelt Stubbs	X	X	2 out of 2
Vanola Williams	X	X	2 out of 2

Canceled Meetings

2/2/12	3/1/12	5/8/12
8/2/2012	9/6/2012	10/4/2012
11/1/2012	12/6/2012	

KEY

X=Present
E=Excused
A=Absent
Blank=Not active

Submitted by: Mark D. Lloyd, Director
Community Development

Date: 2/7/13



City of Inkster

26215 Trowbridge, Inkster, MI 48141
Phone: 313.563.9770 – Fax: 313.563.7378
Website: www.cityofinkster.com

Felicia Rutledge
City Clerk
frutledge@cityofinkster.com

Meeting Notice

(Zoning Board of Appeals)
City of Inkster

26215 Trowbridge, Inkster, MI 48141
313.563.9770

Annual Meeting Calendar

Every first Thursday of each month at 6:00 p.m. in the City Hall Council Chamber unless otherwise notified:

January 3, 2013
February 7, 2013
March 7, 2013
April 4, 2013
May 2, 2013
June 6, 2013
July 5, 2013 (Friday)
August 1, 2013
September 5, 2013
October 3, 2013
November 7, 2013
December 5, 2013

Felicia Rutledge, City Clerk
City of Inkster

January 22, 2013, 11:00 a.m.

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act). MCLA 41.72a (2)(3) and the American with Disabilities Act (ADA)

Individuals with disabilities requiring auxiliary aids or services should contact the City of Inkster 2 days prior to the meeting by writing Felicia Rutledge, City Clerk, 26215 Trowbridge, Inkster, MI 48141 or by phoning 313.563.9770

A copy of this notice is on file with the Clerk

REQUEST FOR COUNCIL ACTION

To: Ron Wolkowicz, City Manager

Date: 2/5/13

Date for Council Consideration: 2/18/13

From: Mark D. Lloyd, Director
Community Development

Action Requested: Consider approving a special conditions use request to allow the operation of a trade school to be located at 1615 Henry Ruff Road (Case No. 12-10 SCU) as recommended by the Planning Commission on January 14, 2013.

Current Action X Emergency Action Future Action

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A X

Treasurer's Approval _____

BACKGROUND INFORMATION

On Monday January 14, 2013, the Inkster Planning Commission conducted a public hearing, as required, for the consideration of Special Conditions Use, Case #12-10 SCU, and for the review of Site Plan, Case #12-11 SP. The applicant is Mark A. Hayes on behalf of Pentecostal Temple Church Of God In Christ. The proposed use is a trade school at 1615 Henry Ruff Road.

The Planning Commission approved the site plan and recommended approval of the special conditions use contingent upon the following conditions:

- Submit a revised site plan noting that the partially built wall will be demolished.
- Note on site plan that all drainage issues will be addressed to the satisfaction of the City of Inkster.
- That the applicant complies with all requirements of the City of Inkster Code of Ordinance and all applicable local, State, and Federal permits and approvals.

SCOPE OF SERVICES

N/A.

JUSTIFICATION

The Inkster Zoning Code states that the basis for determination for approval shall be consistent with the following:

- (1) The proposed use will be harmonious and in accordance with the goals, policies and actions of the Master Plan;
- (2) The proposed use will be designed, constructed, operated, and maintained so as to be visually and physically harmonious and appropriate in appearance with the existing or intended character of the general vicinity and not change the essential scale and character of the area;

- (3) The proposed use will be a visual, physical and economic improvement in relation to property in the immediate vicinity and to the City as a whole;
- (4) The proposed use will be served adequately by essential public services and facilities or that the persons responsible for the establishment of the proposed use will adequately provide any such service or facility;
- (5) The proposed use will not detract from the desirability and orderly function of residential or business uses;
- (6) The proposed use will not erode or reduce the economic viability of other existing land uses. Consideration shall be given to the compatibility of other existing uses with the proposed use and maintaining land values within the City;
- (7) The proposed use will not impose additional service demands upon the City or its anticipated future resources;
- (8) The proposed use will further and enhance the health, safety, welfare, morals, character, comfort, convenience, and policies of the City, and will not create excessive additional public costs or be detrimental to the economic welfare of the City;
- (9) The proposed use will be consistent with the intent and purposes of this Zoning Code, and comply with all specific standards as established for said use by this Chapter.

The Planning Commission determined that the proposed use is in compliance with the Zoning Code.

PROJECT OR IMPROVEMENT TASK

Applicant shall submit four (4) complete sets of the site plan for final approval prior to the issuance of any permits.

COST

All costs are incurred by the petitioner and must be paid in full prior to construction.

RESOLUTION

RESOLVED by _____, Seconded by _____ that the City of Inkster Council hereby approves Special Conditions Use Case #12-10 (SCU) to allow the operation of a trade school located at 1615 Henry Ruff Road as recommended by the Planning Commission on January 14, 2013 and subject to the following conditions:

- Submit a revised site plan noting that the partially built wall will be demolished. **(completed)**
- Note on site plan that all drainage issues will be addressed to the satisfaction of the City of Inkster. **(completed)**
- That the applicant complies with all requirements of the City of Inkster Code of Ordinance and all applicable local, State, and Federal permits and approvals. **(pending)**

AYES:
NAYS:
ABSENT:

Planning Division Staff Report
For Planning Commission Meeting January 14, 2013

Subject: Special Conditions Use and Site Plan to operate a trade school at 1615 Henry Ruff

PROPOSED PLANNING COMMISSION MOTION

The City of Inkster Planning Commission hereby recommend to the Inkster City Council approval of the special conditions use (SCU 12-10) and site plan (SP 12-11) to operate a trade school located at 1615 Henry Ruff subject to all the requirements of the City of Inkster Code of Ordinances, and all applicable local, State and Federal permits and approvals.

STAFF RECOMMENDATION

Staff recommends that this petition be approved and affirm that the project meets all the local, state and federal laws, ordinances, standards and regulations; the development provides for a reasonable re-use of the land; would not cause a public or private nuisance; and would not have a detrimental effect on the public health, safety or welfare.

LOCATION

The site is located at 1615 Henry Ruff and is currently occupied by a vacant and abandoned school building.

HISTORY

The subject site was originally developed and operated as a school serving the local community. After many years of operation, the building was donated to the Pentecostal Temple Church of God in Christ (current owner). The structure has been abandoned for many years. During more recent years, the site has sat idly with no activity and has begun to show signs of deterioration.

DESCRIPTION OF PETITION

The project proposes to refurbish the existing building in accordance with all local, State and Federal requirements for the intended occupancy. In addition, site improvements will take place in accordance with local requirements including landscaping, trash enclosure and parking lot improvements.

The site is over 537,000 square feet (12.33 acres) with an existing two story structure totaling 29,838 square feet. Plans submitted depict utilization of both first and second floors as illustrated. However, at this time, the applicant is only proposing to use the first floor of the building. See sheets A-1 and A-2. All setback requirements are met.

The proposed floor plan shows a lobby/registration area, sound room, music room, two class rooms, registration class, culinary room, office and toilets. The two class rooms and registration class have folding partitions and can be converted to an auditorium as may be needed. The exterior of the building is comprised of masonry block at the rear

with brick, decorative block and aluminum window systems on the public facing elevations. No changes are proposed to the building elevations except for the installation of new window systems as needed.

Parking will be provided per code in the amount of 78 spaces. The hours of operation will be from 8:00 a.m. to 8:00 p.m., seven days a week. The location of the building and related parking facilities are such that no impact will occur on any of the adjacent properties.

The existing landscape area is substantial and will remain as is. Public access to the site will be provided from a single two way driveway located near the southwest corner of the site along Henry Ruff.

PLANNING BACKGROUND

The Master Plan Land Use Element depicts the area as schools with possible redevelopment potential.

STAFF COMMENTS

FIRE

1. Fire plans are being reviewed by a third party plan review firm per the City's Fire Marshal.

CONTRACT CITY ENGINEER

1. All applicable site development standards shall be met.

PLANNING

All requirements of the City of Inkster Code of Ordinances, and any State or Federal permits or approvals shall be met.

Prepared by Mark Lloyd, Director
Community Development

Attachments: Zoning/Parcel Maps
Aerial Photo
Site Plans
Elevation

CITY OF INKSTER
PLANNING COMMISSION

MINUTES

An Annual meeting of the Inkster Planning Commission was held on Monday, January 14, 2013 in the Inkster Council Chamber located at 26215 Trowbridge, Inkster, Michigan.

A quorum was reached. Vice Chairman Brown called the meeting to order at 6:10 p.m.

I. ROLL CALL

Present: Commissioners Thomas, Hendricks, Chastang, Vice Chairman Brown, and Commissioners Hampton and Davis

Absent: Secretary Garrett (excused), Chairman Wells, and Commissioner Manier

Others in Attendance: Mark D. Lloyd, Director of Community Development

Ed Al-Saati, Representative, 12-10(SCU) & 12-11(SP) & 12-08(SCU) & 12-09(SP)

John Bingham, Representative, 12-10(SCU) & 12-11(SP)

Ernest Allen, Jr., Representative, 12-10(SCU) & 12-11(SP)

Mark Hayes, Applicant, 12-10(SCU) & 12-11(SP)

Hasan Jaber (Sam), Representative, 12-08(SCU) & 12-09(SP)

Saidia Johnson, Planning Division Secretary

Public in attendance: Jean Fuller, Inkster Public Schools Board Member

II. ADOPTION OF AGENDA

MOVED by Chastang, Seconded by Hampton to adopt the agenda. **MOTION CARRIED unanimously.**

III. ADOPTION OF MINUTES OF OCTOBER 22, 2012

MOVED by Chastang, Seconded by Hendricks to adopt the Minutes of October 22, 2012 with any necessary corrections. **MOTION CARRIED unanimously.**

IV. PUBLIC HEARINGS

- A. **12-10(SCU)/1615 Henry Ruff Road – Special Conditions Use Review**
To allow a trade school in an R-1B District. The project site is located on the east side of Henry Ruff Road between Spring Arbor Drive and Parkwood Avenue. Mark A. Hayes is the applicant.

MOVED by Chastang, Seconded by Hendricks to open the public hearing. **MOTION CARRIED unanimously.**

Brown opened the floor to Mr. Lloyd. Mr. Lloyd gave report. Report highlights included: All State requirements for notification were met; site plan and special conditions use permits are required for a trade school in the R-1B District; the proposed project site is a vacant building that is approximately 5,000 square feet or approximately 12 acres; the existing structure is approximately 3,000 square feet with a first and second floor; and the site plan is for both levels while the second level will be completed at a later date.

Mr. Lloyd discussed the proposed uses of the interior rooms.

Mr. Lloyd continued reporting on land usage issues. Report highlights included: Parking is adequate, hours of operation are reasonable; adjacent and nearby uses will not be impacted by the proposed operation; the Master Plan shows schools as a warranted use; all planning requirements have been met; the applicant also owns property located to the north and adjacent to the proposed school; and fire review is being conducted by an independent agency. In conclusion to his report, Mr. Lloyd indicated that the applicant was in attendance.

After there being no further report, Brown opened the floor to the public. Ms. Fuller indicated that the School Board members were not aware of this hearing and therefore has not had the opportunity to provide any comments. She requested the Commission to delay action until she discussed this issue with the School Board regarding the proposed trade school.

Ms. Fuller indicated that the previously operated school was chartered through the Inkster Public Schools and the State closed the school due to safety violations. In conclusion to her address, Ms. Fuller indicated and discussed drainage problems that existed on the site and that the site was a wetland.

The following discussions ensued to address Ms. Fuller's request and concerns.

Reiteration was stated that the plans were submitted to the State for approval; occupancy of the building is not allowed unless all code requirements (including fire and building) have been met; the applicant has conducted due diligence to assure that they were financially able to complete the project in accordance with all code requirements; the Planning Commission cannot approve the project if it does not meet all code requirements; and all code requirements were met prior to the previous occupancy—it is believed that other events occurred that culminated into codes issues becoming non-compliant and at which time a decision was made to discontinue operation of the school.

Hendricks led discussion regarding occupancy of the second floor. Mr. Lloyd indicated that the applicant will have to prevent access to that area. Hendricks inquired if the Planning Commission had to approve site plan that contains future uses. Mr. Lloyd responded that the Planning Commission does not regulate floor plans—just the use of the building; the entire square footage of the building was used to calculate parking; this project will be in phases which we may require a bond to insure the completion of the project; and the second floor is already there.

Chastang commented that the building had previously collapsed due to poor engineering.

Davis led discussions regarding the partially built wall and time frame of the re-occupancy of the second floor. Mr. Allen indicated that demolition of the partially built wall would be the first improvement made to the property and the second floor will be occupied within six (6) to eight (8) months from the beginning of restructuring.

Brown led discussion regarding if enrollment would have an impact on the completion of the second floor. Mr. Allen responded that enrollment numbers would have no impact on the completion of the entire project. Mr. Lloyd responded that the first floor would be occupied then work will begin on the second floor.

Mr. Lloyd discussed his efforts with the project's representatives to assure that they knew the extensive scope of work needing to be completed.

Brown led discussions on if demolishing the partially built wall prior to issuance of an occupancy permit could be a condition of approval and would a temporary occupancy permit be issued for first floor. He also expressed concern that the Planner's report and the site plan did not reflect that the wall will be demolished. Mr. Lloyd responded that a different occupancy permit would be required for the second floor if it is not completed along with the first floor; and the revised plan will show that the partially built wall will be demolished.

Hampton led discussions regarding the extent of exterior improvements on the second floor (i.e. roof and electrical); closing off the second floor; and why there is recommendation that no additional landscape would be installed. Mr. Lloyd responded that the landscape will remain as it currently exists.

Hampton led discussions regarding the drainage problems and debris. Mr. Lloyd responded sewer and site engineering must be addressed and brought into compliance with codes; the project is to refurbish an existing building; the proposed is not to add any other structure to the existing building; a standard grading plan is required; the site is large and green with plenty of trees—there is no reason to add any additional landscape; the roof would probably be done; and there is no code regarding plugs especially since there will not be any occupancy on the second level at this point.

Chastang expressed concern regarding lack of drainage on the site. Mr. Lloyd responded that our site development standards must be met—the applicant has to resolve any issues of drainage.

Davis led discussions regarding occupancy of the first floor and when will the first students enter the building. Mr. Allen responded that students will occupy the first floor after its completion and there are students waiting for the opening of school; recruiting will be conducted after the first stage is completed; and the entire building will be occupied by 2014. Mr. Allen also indicated that the applicant's vision is to have a very

aesthetically pleasing building where youth would be provided a safe environment while they are provided the opportunity to gain skills that would assist them with their livelihood. After there being no further discussions, comments, or reports, **Moved** by Chastang, Seconded by Hendricks to close the public hearing. **MOTION CARRIED unanimously.**

A.1 12-11/1615 Henry Ruff Road – Site Plan Review

To allow a trade school in an R-1B District. The project site is located on the east side of Henry Ruff Road between Spring Arbor Drive and Parkwood Avenue. Mark A. Hayes is the applicant.

Since there were no further discussions, comments, or reports, **Moved** by Hampton, Seconded by Chastang and Davis that recommendation of approval be made to City Council for Case #12-10(SCU)/Special Conditions Use to allow the operation of a trade school at property commonly identified as 1615 Henry Ruff Road subject to the following conditions:

- Approval of a site plan; and

that approval of the Case #12-11(SP)/Site Plan Use to allow a trade school to operate at 1615 Henry Ruff Road be granted subject to the following conditions:

- Submit a revised site plan noting that all drainage issues be approved by the City's Engineer
- That the site plan shows that the existing partially built wall will be demolished prior to issuance of the occupancy permit; and

MOTION CARRIED unanimously.

B. 12-08(SCU)/26380 Michigan Avenue – Special Conditions Use Review

To allow a used auto dealership as an additional use with a minor automobile repair facility in a B-3 District. The project site is located on the north side of Michigan Avenue between Fairbairn Avenue and John Daly Road. A To Z Car Care is the applicant.

Moved by Chastang, Seconded by Hendricks to open the public hearing. **MOTION CARRIED unanimously.**

Brown opened the floor to Mr. Lloyd. Mr. Lloyd gave report. Report highlights included: This project is for an addition of an auto sales with an existing oil change and car wash facility; the development standards have been met with the current code; the oil change was approved in 2002, the car wash was approved in 2004, and now the proposed is auto sales; the site has adequate space to include auto sales; and the building design was originally developed to the standards of the current code.

Mr. Lloyd recommended the following since there will be many uses on the same site:

That ten (10) display spaces be allowed instead of the proposed fourteen (14) spaces; that no vehicles parking along the Michigan Avenue frontage be allowed as proposed; that no perpendicular parking along Michigan Avenue be allowed as proposed; and allow display cars to be at least five (5) feet from the landscaped area.

After there being no further report, Brown opened the floor to the public. There was no public in attendance.

Davis stated for clarification that spaces 4, 5, 6, and 8, as shown on the site plan, will be eliminated and asked if the applicant parks cars there, could a ticket be issued. Mr. Lloyd responded that illegal parking is a code violation and the Planning Commission could also revoke the site plan approval.

Hendricks led discussion regarding having auto repair services at auto car sales and car wash facilities. Mr. Lloyd responded that zoning allowed different uses based on site design; in other cities, auto repair is allowed and is either located in an enclosed structure or a compound in the rear; auto repair is not allowed at the proposed site other than oil change; all used car sales require special conditions use; and the existing business is struggling and is looking for a way to supplement income.

Thomas reported that the oil change facility located at Glenwood Avenue and Inkster Road has cars for sale on its site. Discussion ensued regarding the violation.

Mr. Lloyd reported that adequacy of space on the proposed site, if auto sales was a reasonable request, and would auto sales impact other businesses along Michigan Avenue were considered.

After there being no further discussions, comments, or reports, **Moved** by Hampton, Seconded by Chastang to close the public hearing. **MOTION CARRIED unanimously.**

Moved by Hampton, Seconded by Chastang that recommendation of approval be made to City Council for Case #12-08(SCU)/ Special Conditions Use to allow used car sales as an additional use at property commonly identified as 26380 Michigan Avenue subject to the following conditions:

- Approval of a site plan; and

that approval of the Case #12-09(SP)/Site Plan Use to allow used car sales as an additional use at property commonly identified as 26380 Michigan Avenue subject to the following conditions:

- Submit a revised site plan showing the elimination of customer parking along the frontage of Michigan Avenue.
- Note on site plan that there will be a **maximum** of ten (10) display vehicles.

- No vehicles can park closer than five (5) feet from landscaped areas.

MOTION CARRIED unanimously.

Hampton inquired if recommendations have been submitted for review of future auto repair allowances. Mr. Lloyd responded no.

V. OLD BUSINESS

Brown led discussion regarding the resignation of Commissioner Manier. Ms. Johnson reported she verbally discussed the issue of lack of attendance with Manier and he responded he wanted to remain on the Commission. Mr. Lloyd volunteered to contact Manier regarding his resignation.

VI. NEW BUSINESS

A. Review and Adoption of the 2013 Annual Meeting Calendar

Moved by Chastang, Seconded by Hampton to adopt every second and fourth Monday of each month in the year 2013 as its meeting days, beginning at 6:00 p.m., and to be held in the Inkster Council Chamber. **MOTION CARRIED unanimously**

B. Review and Adoption of the 2012 Annual Project and Attendance Reports

Moved by Chastang, Seconded by Hampton to adopt the 2012 Annual Project and Attendance Reports. **MOTION CARRIED unanimously.**

VII. MISCELLANEOUS

There was no miscellaneous business.

VIII. ADJOURNMENT – 7:15 p.m.

Moved by Hendricks, Seconded by Chastang to adjourn the Planning Commission meeting held on January 14, 2013. **MOTION CARRIED unanimously.**

Respectfully submitted,

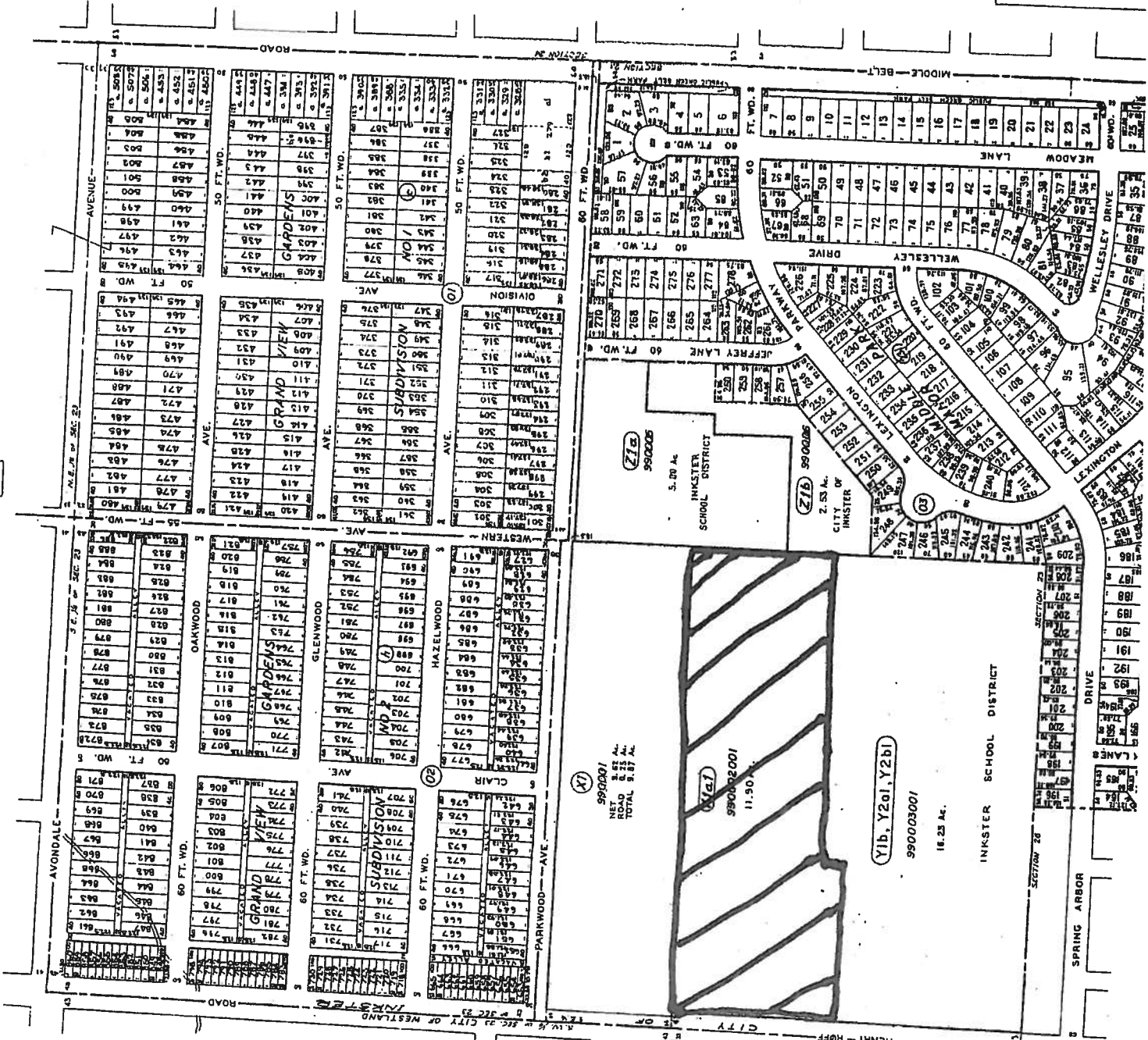
Sam Brown, Vice Chairman

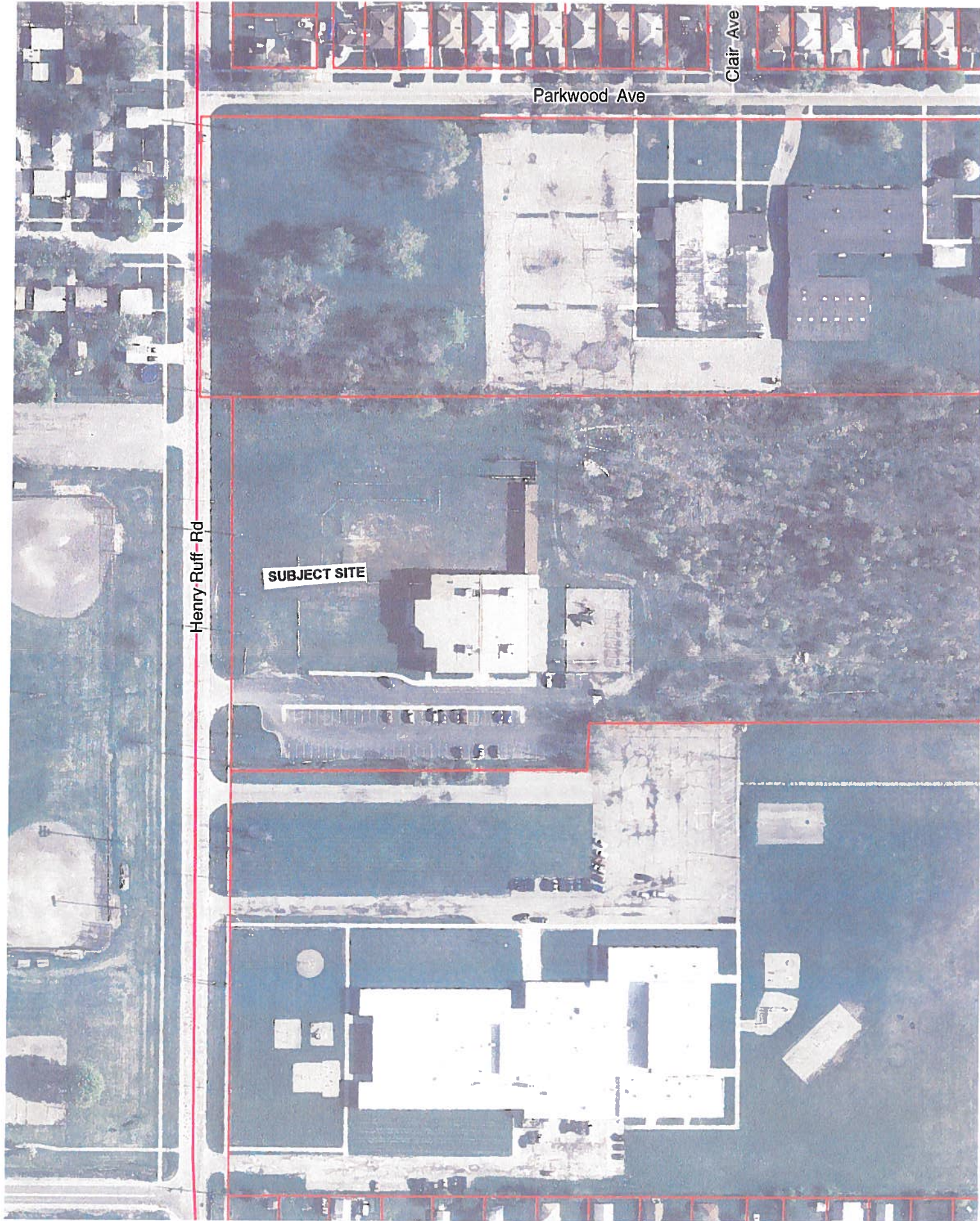
Saidia Johnson, Planning Division
Secretary

:sj

5

S.E. 1/4 SECTION 23
CITY OF INKSTER
T. 2 S. R. 9 E.
WAYNE COUNTY, MICHIGAN
SCALE 1 INCH = 200 FEET
DEPARTMENT OF MANAGEMENT AND BUDGET





REQUEST FOR COUNCIL ACTION

To: Ron Wolkowicz, City Manager

Date: February 8, 2013

From: Jerome Bivins, DPS Deputy Director *JB* Date for Council's Consideration: February 18, 2013

ACTION REQUESTED: Consider authorizing the administration to enter into a Services Contract with TUCKER, YOUNG, JACKSON, TULL, INC. to operate the Middlebelt CSO Basin local at 2121 Middlebelt Road for three (3) years with an option to exercise an additional three (3) year extension agreement.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☒ Account #592-564-933-010 No ☐ N/A ☐

Treasurer's Approval _____

BACKGROUND:

During the Mayor and City Council meeting on March of 2012, the Administration was granted permission by this body to solicit a Request for Qualification (RFQ) to operate the CSO Basin on Middlebelt Road. Due to the reduction in staff and qualifications necessary at the Department of Public Service, the City is not in a position to utilize our employees to handle the basin operations; therefore, the RFQ was put on Michigan Inter-Government Trade Network (MITN) and on our web site. We received five responses to our RFQ, in which one was disqualified for not following the direction given by the City in the RFQ. Based on the qualified RFQ's received, a panel was assembled to review the RFQ and make a recommendation. The recommendation that is coming before you is for TUCKER, YOUNG, JACKSON, TULL, INC. to be awarded the contract to perform the operation and maintenance of the CSO Basin on Middlebelt. They have experience in dealing with CSO Basins, working with the City of Detroit on their CSO Basin, and have the trained personnel equipped to address the operation and maintenance of our basin in compliance with all permitting requirements.

SCOPE OF SERVICES:

To retain a professional firm to provide maintenance and operational service for CSO basin.

JUSTIFICATION:

To retain a professional firm to operate the CSO Basin, and meet all permitting and reporting requirements.

PROJECT IMPROVEMENTS:

1. Improve and promote the image of Inkster
2. Develop a plan to address the City's current debt and legacy costs.

COSTS:

Service Contract is based on time and material at the approved rates attached to the contract.
See Appendix D

PROJECTED TIME TABLE:

A three (3) year contract with the City's sole right to consider up to a three (3) year extension.

RESOLUTION:

Authorization is hereby given to the administration to enter into a Services Contract with **TUCKER,YOUNG,JACKSON,TULL,INC.** to operate the Middlebelt CSO Basin local at 2121 Middlebelt Road for three (3) year with and three (3) extend agreement.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**City of Inkster
Middlebelt Road CSO Basin
Operation and Maintenance Agreement**

This **agreement** ("Contract") is made and entered into between the CITY OF INKSTER, ("City") a Municipal Corporation, whose address is 26215 Trowbridge, Inkster, Michigan 48141 and TUCKER, YOUNG, JACKSON, TULL, INC., ("TYJT") A Michigan Corporation, whose address is 615 Griswold St., Ste. 600, Detroit, Michigan 48226. In this Agreement and/or Contract, either the City and/or TYJT may be referred to individually as a "Party" or jointly as "Parties."

Witnessed

Whereas, the City owns a sewer system, which includes but not limited to: the sewer pipe lines, pumping stations, catch basins, regulator chambers, outfalls and CSO basins.

Whereas, the City requests and TYJT agrees to provide the Operation and Maintenance of the Middlebelt Road CSO Basin. Which activities shall include but not limited to: the maintenance and cleaning activities, sampling and reporting, monitoring and controlling flows, acquire and maintaining operating supplies, and approved engineering services.

Whereas, the City requests and TYJT agrees to provide all Operations and Maintenance of the Middlebelt Road CSO Basin in return for reimbursement to TYJT of the costs of providing such Services as set forth for this Contract.

Whereas, the City requests and TYJT agrees to provide all Operations and Maintenance required by the State as outlined in the National Pollution Discharge Elimination System (NPDES) permit to meet and maintain the City NPDES permit and to properly manage any discharges at the Middlebelt Road CSO Basin, TYJT shall make required reports to the State with a copy to the City.

Now, therefore, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City Municipality and TYJT mutually agree as follows:

Article 1 Definitions Terms

In addition to the above defined terms (i.e. "Contract", "City", "Tucker, Young, Jackson, Tull, Inc.", "Party" and "Parties") and any terms defined in other sections of this Contract (e.g. "Services"), the Parties agree that the following words and expressions, whether used in the singular or plural, possessive or non-possessive, and/or either within or without questions marks, shall be defined and interpreted as per Appendix A.

Article 2 TUCKER YOUNG JACKSON TULL, INC, CSO Basin Operation and Maintenance Services

- 2.1 TYJT agrees to perform the operation and maintenance services for the City of Inkster, Middlebelt CSO Basin System (all of the following being referred to in this Contract as the "TYJT Services" or "Services") as set forth in attached Appendix C of the contract.
- 2.2 **Manner TYJT to Provide Services:** The Services to be provided by TYJT to the City under this Contract shall be performed by TYJT Personnel and/or subcontractors as define in Appendix C. In performing the Services under this agreement, TYJT will exercise due care normally and reasonably provided with respect to the operation and maintenance of publicly owned sewer systems.
 - 2.2.1 TYJT shall be solely and exclusively responsible for furnishing all TYJT Personnel and/or TYJT Subcontractors with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all TYJT Subcontractor in the performance of any and all Services under this Contract.
 - 2.2.2 Except as otherwise expressly provided for herein, at all times and for all purposes relevant to this Contract, TYJT shall remain the sole and exclusive employer of all TYJT Personnel. TYJT shall also be responsible to the City for any subcontractor personnel.
 - 2.2.3 This Contract is neither intended, nor shall change the employment or employment status of TYJT Personnel or any TYJT Subcontractor, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other item or condition of employment, of any kind or nature whatsoever. These matters shall be the sole responsibility of TYJT. This includes any and all union contract and/or any TYJT rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall govern and control the employment relationship between TYJT and any of TYJT Subcontractors.

- 2.2.4 Except as expressly provided for under the terms of this Contract and/or laws of the State of Michigan, no TYJT Personnel or TYJT Subcontractor, while such person is currently employed or otherwise remains on the payroll of TYJT as a TYJT Subcontractor shall be employed to perform any other services, of any kind, directly or indirectly, in any manner or capacity by the City during the term of this Contract. This section shall not prohibit the City from employing any person who was a former TYJT employee but is no longer employed in that capacity nor does it prohibit TYJT from performing other tasks under current or future contracts with the City.
- 2.2.5 Except as otherwise expressly provided by this Contract and/or applicable State law, neither TYJT nor TYJT Subcontractor, by virtue of this Contract, or otherwise, shall be deemed, considered or claimed to be an employee of the City.
- 2.3 **Ownership of System:** Notwithstanding any other term or condition in this Contract, no provision in this Contract is intended, nor shall it be construed, as constituting a divestiture or forfeiture of the City's absolute ownership of and authority over the Middlebelt Road CSO Basin.
- 2.4 **Interruptions:** TYJT will use reasonable diligence to provide and maintain regular operation, but does not guarantee uninterrupted service. TYJT shall not be liable to the City, customer or other third party for Claims arising from interruptions in service whether caused by defects in the original construction, sewer breaks, accidents, repairs or other causes.

Article 3 City's Responsibilities

The City shall be responsible for the following:

- 3.1 The City has adopted or shall hereafter adopt one or more ordinances or resolutions, as are necessary under the terms of the Contract, providing for the payment for operation and maintenance of the Middlebelt CSO Basin.
- 3.2 The City agrees that all costs and fees for operations and maintenance, testing, sampling, engineering services or studies, as well as all of the costs related to procurement of chemicals and utilities are operational costs which are accounted for in this contract, unless otherwise agreed in writing by the Parties.
- 3.3 The City will name a Contracting Officer as per Appendix B. Written communications from the City to TYJT will generally be issued through the Contracting Officer. If the need arises to issue written communication directly, a copy will be issued concurrently to the Contracting Officer. Written communications to the City from TYJT shall be issued to the Contracting Officer and include three (3) copies plus one electronic copy. All communication to and from Subcontractors or Suppliers shall be issued through TYJT.

3.4 Insurance

- 3.4.1 It shall be the responsibility of the City to determine and obtain real and personal property insurance with limits that the City in its discretion deems necessary and appropriate for the Middlebelt CSO Basin and connecting components of the Sewer System.
- 3.4.2 Prior to the effective date of this Contract and continuing for the duration of this Contract, City shall obtain General Liability Insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 dollars aggregate and add or name the TYJT and their Subcontractor, as an additional named insured on the policy. The City shall obtain said insurance. The City will provide proof of insurance to TYJT.

Article 4 Contractor's Legal Requirements and Insurance

4.1 Permits

Except for permits for which the City is specifically made solely responsible for, TYJT shall be responsible for those permits as identified in the Scope of Services and fee schedule in Appendix D under this Contract.

4.2 Taxes

TYJT shall be responsible for and pay all Michigan Sales and use taxes and any other taxes covering the Services currently imposed by legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division. The City shall make an adjustment in Contract Price for any increase or decrease in sales, use and other similar taxes covering the Services, provided those increases or decreases in taxes are enacted after the date of this contract.

4.3 Safety and Protection

4.3.1 Regulations

TYJT shall comply, and shall require all Subcontractors to comply, with all Laws governing the safety and protection of persons or property, including, but not limited to: the Occupational Safety and Health Act (Act 154 of 1974; MCL 408.1001 et seq.); the Hazard Communication Act as promulgated by the U.S. Government and as adopted by the State of Michigan; the Construction Safety and Standards and Occupational Safety Standards issued by the Michigan Department of Labor Bureau of Safety and Regulations; the Contract Work Hours and Safety Standards Act (Act U.S.C. 333; 29 CFR Part 1926); and the Regulations for Construction (29 CFR Parts 1910 and 1976). TYJT shall be responsible for all fines and penalties imposed for any related violation(s) of federal and State health and safety requirements provided these violations are solely caused by TYJT or its subcontractors.

4.3.2 Safety

TYJT shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs. TYJT shall take all necessary precautions for the safety of, and shall erect and maintain all necessary safeguards and provide the necessary protection to prevent damage, injury or loss to employees performing the Services and materials and equipment for the Services. All damage, injury or loss to the Services, materials and equipment and such other property caused by TYJT shall be remedied by TYJT.

4.3.3 Hazardous Materials

TYJT shall use, handle, dispose of, store, process, transport and transfer any material considered a Hazardous Material in accordance with all applicable federal, State and local Laws. If the Hazardous Material was brought to the site by TYJT, or if its existence results in whole or in part from any violation by TYJT of any Laws covering the use, transportation, storage, handling, processing, transfer or disposal of any Hazardous Material, or from any other acts or omissions within the control of TYJT, TYJT shall be responsible for any delay and all costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material to the satisfaction of the City, State and all Political Subdivisions with jurisdiction. If TYJT fails to proceed with due diligence or act appropriately, the City, at its sole option, shall have the right to act appropriately, in which case TYJT shall defend, indemnify and hold the City harmless from and against all claims.

4.4 Insurance - General Requirements

4.4.1 Requirements

TYJT shall purchase and maintain insurance providing the coverages and limits designated in this Article. Insurance shall be provided by insurers licensed to transact business in the State, as evidenced by a Certificate of Authority issued by the Michigan State Department of Insurance. Also, and unless otherwise authorized by the Owner, insurers shall have an "A" Best's Rating and a Class VII or better financial size category as shown in the most current A.M. Best Company ratings. TYJT shall not start to perform and furnish the Work, in whole or in part, or continue to perform and furnish any part of the Work unless the Contractor has in full force and effect all the required policies of insurance.

4.4.2 Policy Time Requirement

Insurance policies required by the Contract Document shall contain a provision or endorsement stating that coverage will not be cancelled, adversely changed or renewal refused unless at least thirty (30) days prior written notice has been delivered or mailed to the Contracting Officer and TYJT. Any coverage nearing expiration during the period in which it is to remain in full force and effect shall be renewed before its expiration, and a certificate of insurance filed with the Contracting Officer at least thirty (30) days before its expiration.

4.4.3 Contractor's Liability Insurance

4.4.3.1 Require Coverage

TYJT shall maintain Workers' Compensation and Employer's Liability, Commercial General Liability, Commercial Automobile Liability, Excess Liability and such other insurance as may be designated in the Supplementary conditions or as appropriate for the Services. TYJT's liability insurance shall provide protection from claims which may arise out of or result from TYJT's performance and furnishing of the Services and the TYJT's other obligations under the Contract, whether performed or furnished by TYJT, any Subcontractor, any Supplier or anyone for whose acts any of them may be liable.

4.4.3.2 Insurance

TYJT agrees that it now carries, and will continue to carry during the performance of this Contract, the applicable insurance policies indicated below, including any coverage required by law, with limits not less than those specified. TYJT's insurance policies shall identify this Contract and shall state "City of Inkster" as named Additionally Insured. Insurance afforded to the additional insured shall be primary insurance. Insurance certificates shall be provided to the City prior to start of the Services.

- Worker's Compensation insurance as required by State law;
- Commercial General Liability insurance covering operations, vehicles and equipment, owned or otherwise, with bodily injury limits of \$500,000 any one person; \$1,000,000 any one occurrence; \$2,000,000 annual aggregate; property damage coverage limits of \$500,000 any one person, and \$1,000,000 any one occurrence; additional coverage for damage due to blasting and collapse; and additional coverage for damage to underground facilities;
- Automobile Liability Coverage with limits of not less than \$1,000,000 each person, and \$1,000,000 each occurrence;
- Contractual Liability Coverage (sufficiently broad to insure an indemnities agreed to herein) with limits of not less than \$500,000 single limit property damage;
- Pollution Liability insurance that provides coverage for personal injuries, property damage and regulatory clean-up costs arising out of or related to the presence, release, or threatened release of hazardous substances, or pollutants in amounts not less than \$2,000,000 per occurrence;
- Single-Limit General Commercial Umbrella Excess Liability Coverage, including automobile liability coverage, with limits of not less than \$2,000,000; and

Professional Liability Coverage with limits of not less than \$1,000,000 each claim. Deductible amounts shall not exceed \$150,000.

TYJT's liability insurance shall remain in effect until the ends of the Contracting Period include any Change Orders which extends time of the contract. In addition, insurance issued on claims made basis and completed operations insurance shall be maintained for one (1) year after final payment, and evidence of coverage shall be furnished to the Contracting Officer.

4.4.3.3 TYJT shall promptly notify the City in writing of (a) any reduction in coverage limits over \$50,000.00, resulting from Services under the Contract or otherwise, and, (b) any claim notice involving the Services. Notification of a claim shall provide full details and an estimate of the amount of loss or liability. If it turns out that the aggregate limits have been impaired to the extent that they are no longer adequate, TYJT shall promptly reinstate the coverage limits and submit to the Contracting Officer certificates of insurance confirming that coverage has been reinstated to the specified limits.

Article 5 Payments

- 5.1 TYJT shall submit its invoice to the City, accompanied by such reasonable documentation as may be required by the City, by the end of the third working day following the close of the preceding calendar month during which the Services to be invoiced was completed and accepted. The invoice will include a detailed breakdown of Services to be billed, and the cost for this Service as set forth in Appendix D. The invoice shall indicate the name of the City's Project Manager, the City Project/Contract number and, where applicable, the Task Authorization number. Any invoice not indicating the preceding items will be returned to TYJT for correction and re-submittal. Unless otherwise specified in this Agreement, TYJT shall submit invoices, in a form suitable for the City, to: Jerome Bivins.
- 5.2 Upon request, TYJT shall make its accounts and books available to the City to certify the accuracy of TYJT's invoices.
- 5.3 TYJT shall keep fiscal records for all transactions relating to this Contract, on a generally accepted accounting principle basis and such records and accounts shall be available, at reasonable times, for examination, copying and audit by the City if required by the City. All such accounts and records relating to any Services shall be maintained by TYJT for at least three (3) years after completion of the Services pursuant to this Contract.

Article 6 Term of Contract

- 6.1 The Parties agree that the term of this Contract shall begin on the effective date of this Contract. This Contract shall be effective for an initial term of three (3) year from the

effective date, and may be extended for an additional three (3) year term unless terminated or otherwise agreed to in writing by the Parties.

Article 7 Billing Reserve Funds and Expenses

- 7.1 NON-ROUTINE EXPENSES. The parties acknowledge that from time to time, there will be both routine and non-routine expenses with respect to the Middlebelt CSO Basin. Such non-routine expenses may include but not limited to, extraordinary repairs to the Middlebelt CSO Basin or capital improvements necessary to facilitate operation and maintenance of the system or legal expenses incurred with respect to the Sewer System. Except in the case of an emergency, TYJT will obtain the City's consent or authorization before incurring a non-routine expense. The person designated by the City to administer this agreement may authorize non-routine expenses.

Article 8 No Transfer of Municipality Legal Obligations to TYJT

- 8.1 The City agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to TYJT, and/or any TYJT Personnel or TYJT Subcontractors any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the City under any applicable State or federal laws or regulations.

The City and Basins shall, at all times and under all circumstances, remain solely liable for any and all Costs, legal obligations, and/or civil liabilities associated with the services provided under the agreement.

The City shall be and remain responsible for compliance with all federal, State, and local laws, ordinances, regulations, and requirements in any manner affecting any work or performance of this Contract or with any City duty or obligation under any applicable State or federal laws and/or regulations. Under this contract TYJT shall file all required documents to comply with the City's NPDES permit and copies shall be sent to the City at the same time TYJT files with the State.

TYJT shall assist the City in obtaining new and/or extending current NPDES permits.

Article 9 Liability

- 9.1 The City further agrees that TYJT shall not be liable to the City for any and all Claim(s). This paragraph shall not apply to a lawsuit instituted by the City to enforce its rights under this Contract.
- 9.2 The Parties agree that this Contract does not and is not intended to create or include any TYJT warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the City, or any other person or entity.

Article 10 Agents and Cooperation

- 10.1 The City shall be responsible, during the term of this Contract, for insuring that all City Personnel fully cooperate with TYJT Personnel in the performance of all Services and Duty's under this Contract. TYJT shall be responsible, during the term of this Contract, for insuring that all TYJT Agents fully cooperate with the City and the City Agents in the performance of all Services and Duty's under this Contract.
- 10.2 The City shall obtain and secure the right of access to all public and private property necessary for City's and TYJT Personnel to perform the Services under this Contract. The City shall be responsible for all costs or claims associated with securing rights of access to public or private property.
- 10.3 There shall be an open and direct line of communication established and maintained between the Parties in order to promote the handling of both routine and emergency situations in a timely and cooperative manner according to the circumstances as they exist or become known. The Department of Public Services Director or designee, and the TYJT Chief Administrative Officer or designee shall be used for purposes of communicating and coordinating specific needs, plans, instructions, issues, concerns and other matters relating to the Middlebelt CSO Basin.
- 10.4 The Parties agree that they each shall be solely and completely liable for any and all of their respective Personnel. To the extent permitted by law, the Parties mutually agree to indemnify and hold harmless each other from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the one Party by any Personnel of the other Party and/or which are based upon, result from, or arise from, or are in any way related to any such Personnel's wages, compensation, benefits, or other employment-related or based rights.
- 10.5 The Parties mutually agree that none of their respective City and TYJT Personnel shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the other Party. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any of their respective TYJT and City Personnel or any other individual any status, privilege, right, or benefit of employment by the other Party or that of an Agent of the other Party.

Article 11 Independent Contractor

- 11.1 At all times and for all purposes under the terms of this Contract, TYJT and/or any and all TYJT Subcontractor's legal status and relationship to the City shall be that of an Independent Contractor.

Article 12 TYJT Prioritization of TYJT Resources

- 12.1 This Contract does not, and is not intended to create either any absolute right in favor of the City, or any correspondent absolute duty or obligation upon TYJT, to guarantee that any specific number(s) or classification of TYJT Personnel will be present on any given day to provide services to the City. However, TYJT shall maintain and designate a sufficient number of personnel and TYJT Subcontractors, having sufficient qualifications, in order to carry out and provide the Services under and in accordance with this Contract, and consistent with any State and/or County permit requirements on a day-to-day basis.

Article 13 Termination of This Contract

- 13.1 Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of One Hundred and Eighty (180) calendar days written notice to the other Party, may completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 13.2 The Parties agree that the following shall survive (and the services related thereto a system cost), the termination or expiration of this Contract.
- 13.2.1 Any record-keeping and audit requirements for a period of three (3) years.
- 13.2.2 Any payment of obligations to the other Party for services rendered or incurred.
- 13.2.3 Any legal obligation provided for in this Contract with regard to acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred during the term of this Contract for a period of three (3) years or the applicable statute of limitations, whichever is shorter.
- 13.3 In the event the Contract is terminated by the City or upon expiration of this Contract, the City shall be responsible for all Costs incurred by TYJT through the date of termination, including the Costs incurred by TYJT during the termination notice period referenced above to wind down and end its involvement in the provision of the Services set forth herein. The Parties agree that all property, supplies, chemicals, equipment and material purchased by TYJT with City funds shall be turned over to the City.

Article 14 Effective Date Contract Approval and Amendment

- 14.1 Except as otherwise provided herein, this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by the Inkster City Council and execution by TYJT. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings

of the City and TYJT. The effective date of this Contract and any amendments hereto, shall be the date of the approval by the City.

- 14.2 During the term of this contract, the Scope of Services attached hereto as Appendix C, MAY NOT be amended by TYJT, without a resolution of the City during the term of this Contract.

Article 15 Arbitration

Any dispute between the Parties, if not settled by mutual agreement of the Parties, shall be resolved by arbitration through the American Arbitration Association. TYJT and the City will equally share all costs of the arbitration. AAA's decision shall be binding on the Parties and the Parties stipulate to the enforcement of any decision in a court of appropriate jurisdiction and wave any notice of presentment of such decision for entry as a judgment.

Article 16 Jurisdiction

This contract is to be governed by the laws of the State of Michigan.

APPENDIX A DEFINITIONS

- A.1 **"All Fee"** means the compensation paid by CITY to TYJT for the service defined in this Agreement and attached Contract for any year or years of the Agreement. This compensation does not include payments for Requests by CITY that are incidental to or outside the Scope of Services. Approved Change Orders would be included within scope of services.
- A.2 **"Costs"** shall be defined as the labor costs: including direct labor, statutory and customary fringe benefits, overtime, Material Costs: chemicals, material and supplies, utility services (Gas, Electric, Water, & Telecommunications), vehicle/equipment rental, and subcontractor services devoted to the Services as defined in this contract.
- A.3 **"Change Orders"** shall be defined as additional work requested and funded by the City and approved by the City Council. The request for Change Orders may or may not approve, therefore no funds will be paid until approved by the City Council.
- A.4 **"Capital Expenditure"** means any expenditure for
1. The purchase of new equipment or Project items that cost more than \$1,000.00;
 2. Major repairs which significantly extend equipment or systems service life and cost more than \$1,000.00; or,
 3. Expenditures that are planned, non-routine, and budgeted by CITY.
 4. The City has final approval of all Capital Expenditures.
- A.5 **"TYJT"** shall be defined as any and all officials, directors, board members, managers, employees, representatives, contractors or subcontractors and/or any such persons' act or acted in their official capacities and/or any persons acting through, under, or in concert with any of them as defined herein.
- A.6 **"TYJT Personnel"** as used in this Contract shall be defined as any person, contractor or subcontractor a specific subset of, and included as part of the larger group of TYJT Subcontractor as defined above, and shall be further defined as any and all TYJT Subcontractor specifically employed and assigned by TYJT to work in the City of Inkster, including but not limited Middlebelt CSO Basin, City Hall, Police Department, Inkster Road Basin Inkster DPW.
- A.7 **"City Agent" or City Agents**, shall be defined to include any and all Officers: elected officials, appointed officials, council members, director of departments, managers, consultants, employees, and/or any such persons' successors or

predecessors (act or acted in their official capacities), excluding TYJT Personnel, as defined herein.

- A.8 **"Consultant"** - shall be defined as any independent contractor engaged by the City to perform the Services and responsibilities' necessary to carry out the objectives under this Contract.
- A.9 **"State"** shall be defined as the "State of Michigan," a sovereign governmental entity of the United State, and shall also include within its definition any and all departments or agencies of State government.
- A.10 **"Preventive Maintenance"** means the cost of those routine and/or repetitive activities required or recommended by the equipment manufacturers or TYJT to maximize the service life of the equipment, systems, building grounds, outfall and sewer of this project.
- A.11 **"Corrective Maintenance"** means those non-routine/non-repetitive activities required to avert a failure of the equipment, or systems and to repair equipment for continuity operational of the CSO Basin and to maintain required safety related equipment. These maintenance requirements a generally due to failure of some component or system, thereof.
- A.12 **"Incidental Services"** means those services requested by CITY incidental to/or not specifically identified or included in TYJT's Costs, but are related or similar in nature to the services contemplated under this Agreement, including but not limited to, services and/or cost for this project, upgrades, rate studies, short term construction and the impacts thereof.
- A.13 **"Engineering Services"** means those services requested by CITY incidental to/or not specifically identified or included in TYJT's Costs, but are related or similar in nature to the services contemplated under this Agreement, including but not limited to engineering design and/or studies, and other short term incidental projects.
- A.14 **"Change in the Scope of Services"** means those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long term events (greater than one year). Such events or services include but are not limited to, services and/or cost presently the responsibility of CITY, newly mandated regulatory requirements, construction and the impacts thereof, and changes in the Project characteristics.
- A.15 **"Maintenance and Repair Limit"** means an annual dollar amount as specified by this Agreement to cover the cost of spare or replacement parts and materials, or outside services necessary to affect Corrective Maintenance and Preventive Maintenance.

A.16 **"Claim(s)"** means any alleged losses, claims, complaints, demands for relief or damages, liability, penalties, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City or TYJT, or for which the City or TYJT may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the State constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened by third parties, arising out of the ownership, operation, maintenance of the Middlebelt CSO Basin, but does not include between the Parties.

APPENDIX B
Certificate of Principal

The City "Contracting Officer":

Name _____

Title _____

Address _____

City and State _____

Office Telephone _____ Cell Phone _____

Other City Contact Person

Name _____

Title _____

Address _____

City and State _____

Office Telephone _____ Cell Phone _____

Other City Contact Person

Name _____

Title _____

Address _____

City and State _____

Office Telephone _____ Cell Phone _____

Contractors shall provide names of both Contracting Officer and Site Superintendent Information.

Contractor "Administration Officer"

Name _____

Title _____

Address _____

City and State _____

Office Telephone _____ Cell Phone _____

Contractor "Site Superintendent"

Name _____

Title _____

Address _____

City and State _____

Office Telephone _____ Cell Phone _____

Contractor "for other contact if needed"

Name _____

Title _____

Address _____

City and State _____

Office Telephone _____ Cell Phone _____

APPENDIX C SCOPE OF SERVICES

TYJT SHALL

- C.1 Provide a sufficient number of certified personnel, including management, administrative, operations, technical, laboratory and clerical staff, who meet relevant State of Michigan requirements and are capable and demonstrate experience necessary to operate and maintain the facilities.
- C.2 Provide trained personnel in all areas of operations, maintenance, safety, supervisory skills, energy management, etc. Provide required training and establish a formal safety program must be implemented, and all portions of that program shall be adhered to.
- C.3 Provide the City with full documentation that preventive maintenance is being performed on all lease and/or City-owned equipment in accordance with manufactures recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- C.4 Comply with all requirements of the permit regarding all effluent quality and monitoring/reporting requirements, and maintain a process control system that maintains complete records and provide historical data and trends.
- C.5 Provide computerized maintenance, process control, and management systems.
- C.6 Maintain all manufactures' warranties on new equipment purchased by the City and assist the City in enforcing existing equipment warranties and guarantees.
- C.7 Accept responsibility for all report and permits required by the Federal, State and local agencies including monthly operating reports and discharge monitoring reports.
- C.8 Provide the City with a monthly report that summarizes non-routine activities performed by the Firm's staff, compliance status of all regulatory requirements, and the discharge monitoring report.
- C.9 Purchase supplies and materials necessary for the proper operation and maintenance of the facilities (i.e. office supplies, grease, oil, tools, etc.).
- C.10 Provide all monitoring, testing and analytical services for the plants including laboratory service for the Facility.
- C.11 Maintain standard operating procedures for all major pieces of equipment including corrective and preventative maintenance on all facilities and equipment. Prepare an annual preventative maintenance program for review and approval by the

City including routine maintenance of lift stations. Ensure efficient operation and maximum equipment life through incorporation of a maintenance management scheduling system that includes preventative and corrective maintenance, inventory control and equipment repair history. Provide an anticipated annual cost for spare parts for the upcoming year to the City.

- C.12 Maintain a clean and organized physical appearance of the facilities and grounds.
- C.13 Serve as the City's liaison and representative in matters related to the operation of facilities and systems including regulatory agencies. Attend "start-up" of new equipment and provide the City with a written "punch list" of items observed to be not in accordance with the City's standards
- C.14 Provide additional management, technical, administrative and other professional services to augment system facility personnel when required.
- C.15 Implement a safety program.
- C.16 And according to items to attached Contract.

APPENDIX D

Rate Schedule

RATE SCHEDULE
Qualifications for City of Inkster
CSO Basin Operations

PRIME CONSULTANT: Tucker, Young, Jackson, Tull, Inc. (TYJT)

Column No.	A	B	C	D	E	F	$G = \frac{1+E}{D(1+F)}$	H=GxC
ITEM NO.	NAME	TITLE	HOURLY RATE (Direct Labor)	OVERHEAD RATE (For Indirect Costs)	PROFIT MARK-UP (For Direct Labor)	PROFIT MARK-UP (For Indirect Costs)	TOTAL MULTIPLIER	TOTAL HOURLY RATE
1	Avni Qaqish, PE	Principal-in-charge	\$ 60.00	150.00%	10%	10%	2.750	\$ 165.00
2	Eric S. Tucker, PE	Project Manager	\$ 47.55	150.00%	10%	10%	2.750	\$ 130.76
3	Jared Richards	Operation and Maintenance Supervisor	\$ 40.00	150.00%	10%	10%	2.750	\$ 110.00
4	Michael Grimes	Sr. Technician (Mechanical Maintenance)	\$ 27.94	150.00%	10%	10%	2.750	\$ 76.84
5	Antoine Greige, RCDD, CEEM	Sr. I&C Engineer (I&C Troubleshooting)	\$ 45.55	150.00%	10%	10%	2.750	\$ 125.26
6	Rafid Merem, PE	Electrical Engineer (I&C Troubleshooting)	\$ 36.89	150.00%	10%	10%	2.750	\$ 101.45
7	Kareem Yaldo, PhD, PE	Sr. Process Engineer (Regulatory Assistance)	\$ 47.74	150.00%	10%	10%	2.750	\$ 131.29
8	James Messineo, PE, LEED GA	Sr. Electrical Engineer	\$ 50.00	150.00%	10%	10%	2.750	\$ 137.50
9	Thomas Jennings, PE	Sr. Process Engineer	\$ 50.00	150.00%	10%	10%	2.750	\$ 137.50
10	Peck-Hee Wee, PE, LEED GA	Sr. Structural Engineer	\$ 50.00	150.00%	10%	10%	2.750	\$ 137.50
11	Sudha Bhattacharya, PE, LEED AP	Sr. Mechanical Engineer	\$ 45.00	150.00%	10%	10%	2.750	\$ 123.75
12	Cynthia Varnado	Clerical	\$ 21.71	150.00%	10%	10%	2.750	\$ 59.70

PROPOSED PRIME CONSULTANT MARK-UP RATE ON SUBCONSULTANTS:

2 %

RATE SCHEDULE
Qualifications for City of Inkster
CSO Basin Operations

SUBCONSULTANT:

Wade Trim (WT)

Column No.	A	B	C	D	E	F	G=[1+E]+ [D(1+F)]	H=GxC
ITEM NO.	NAME	TITLE	HOURLY RATE (Direct Labor)	OVERHEAD RATE (For Indirect Costs)	PROFIT MARK-UP (For Direct Labor)	PROFIT MARK-UP (For Indirect Costs)	TOTAL MULTIPLIER	TOTAL HOURLY RATE
1	David Vago, PE	Regulatory Compliance	\$ 60.00	115.00%	10%	10%	2.365	\$ 141.90
2	Rick Facione	Maintenance Supervisor	\$ 47.25	115.00%	10%	10%	2.365	\$ 111.75
3	Michael Banfield	Safety Manager	\$ 37.45	115.00%	10%	10%	2.365	\$ 88.57
4	Keith Kinder	Mechanical Maintenance	\$ 39.01	115.00%	10%	10%	2.365	\$ 92.26
5	Eric Davis	I&C Maintenance	\$ 28.05	115.00%	10%	10%	2.365	\$ 66.34
6	Kyle Thomas	Electrical Maintenance	\$ 32.60	115.00%	10%	10%	2.365	\$ 77.10
7	Cyril Pugh	Master Electrician	\$ 40.00	115.00%	10%	10%	2.365	\$ 94.60
8	Larry Jock	Journeyman Electrician	\$ 40.00	115.00%	10%	10%	2.365	\$ 94.60
9	Jason Karmol	Operator	\$ 31.42	115.00%	10%	10%	2.365	\$ 74.31
10	Anthony Igwe, PE	Regulatory Assistance	\$ 60.00	140.00%	10%	10%	2.640	\$ 158.40
12	Jeffrey Reynhout, PE	Sr. Process Engineer	\$ 60.00	140.00%	10%	10%	2.640	\$ 158.40
11	Alan Schwab, PE	Sr. Electrical Engineer	\$ 55.20	140.00%	10%	10%	2.640	\$ 145.73
13	Ed Schrader	Sr. Mechanical Engineer	\$ 45.30	140.00%	10%	10%	2.640	\$ 119.59

PROPOSED PRIME CONSULTANT MARK-UP RATE ON SUBCONSULTANTS: _____ %

REQUEST FOR COUNCIL ACTION

To: Ron Wolkowicz – City Manager

Date: February 5, 2013

From: Mark D. Lloyd, Director
Community Development

Date for Council Consideration: February 18, 2013

ACTION REQUESTED: Approval to renew the agreement with Murray's Real Estate Services, LLC, Red Carpet Keim, Will Coop, Inc., and Your Home Town Realty to provide real estate services to sell City-Owned structured properties and vacant lots for one year.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # ☐ No ☐ N/A ☒

Treasurer's Approval ☐ N/A ☐

BACKGROUND INFORMATION

Per the recommendation of the Land and Property Disposition Team, staff contacted three local realtors, Murray's Real Estate Services, LLC, Red Carpet Keim, Will Coop, Inc., and Your Home Town Realty, to offer them the opportunity to work with the City.

On February 20, 2012, City Council approved the administration's request to enter into an agreement with the Inkster realtors for one year. Over the past year, the number of property sales has increased. Staff met with Council members of the City's Land Disposition Team as well as the above-noted real estate company representatives as proposes to renew the agreement with the realtors with minor changes in the existing agreement to continue the success of the program.

Changes to the previous agreement are as follows:

- o Closings on all properties will be held at City Hall verses the office of the Broker.
- o The Broker shall be responsible for the preparation of certain transactional documents, including but not limited to, the application, Letter of Good Standing, aerial photos, parcel maps and purchase agreements.
- o Broker fees have been adjusted. A copy of the Agreement is attached. Amended sections are highlighted with new language underlined and deleted language stricken

SCOPE OF SERVICES

The Broker will provide the following services:

1. Perform an initial inspection of all properties.
2. Preparation of a comparative market analysis using three (3) similarly sold properties.
3. Advertising of the properties through appropriate multi-listings and other appropriate means.
4. Showing of all properties.
5. Accept offers to purchase property.
6. Provide information to purchasers regarding potential resources for housing repairs.

JUSTIFICATION

Continue the success of the program by retaining the professional assistance of Brokers/Real estate Agents.

PROJECT OR IMPROVEMENT TASKS

Which of the Five (5) Council Goals does this request meet?

1. Develop a plan to address the City's current debt and legacy costs – by increasing the tax base.
2. Improve and promote the image of Inkster – improve the condition of our neighborhoods and eliminate blight.

COSTS

1. The City will pay the Broker, Murray's Real Estate Services, LLC, Red Carpet Keim, Will Coop, Inc., and Your Home Town Realty, per the fee scale included in the attached agreement.

PROJECT TIME TABLE

Upon the approval of City Council.

RESOLUTION

Authorization is hereby given to renew the agreement with Murray's Real Estate Services, LLC, Red Carpet Keim, Will Coop, Inc., and Your Home Town Realty to provide real estate services to sell City-Owned structured properties and vacant lots for one year.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

REAL ESTATE SERVICES AGREEMENT

This agreement made this ____ day of _____, 2012³ between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141 (hereinafter referred to as "City") and Murray's Real Estate Services, LLC, located at 28661 Michigan Ave., Inkster, Michigan 48141 (hereinafter referred to as "Broker").

WITNESSETH, WHEREAS, the City of Inkster is in need of real estate services to continue the sale of City-authorized structured properties and vacant lots located within the City,

WHEREAS, Murray's Real Estate Services, LLC, Red Carpet Keim, Will Coop, Inc., and Your Home Town Realty have agreed to work together to provide real estate services to the City,

WHEREAS, the Broker will maintain a valid Real Estate License, City of Inkster Business License, applicable insurances, including liability Insurance, and remain as a Business in Good Standing with the State of Michigan, and

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

7. The City shall be responsible for court costs relating to eviction proceedings. These costs shall be the actual costs charged by the Court and may include filing, service, bailiff and writ fees. It shall be the sole responsibility of the Broker to evict any occupants from the listed properties. The decision to evict any occupants shall be determined by the City.

8. The City shall pay the Broker per the following fee scale:

- ~~o Property sold between \$2,000 - \$10,000 = \$1,500 per property~~
- ~~o Property sold over \$10,000 = \$2,000 per property~~
- ~~o Vacant Lots = \$200 per lot~~
- a. Property sold between \$2,000 - \$5,000 = \$1,250 per property
- b. Property sold between \$5,001 - \$10,000 = \$1,500 per property
- c. Property sold over \$10,000 = \$2,000 per property
- d. Vacant Lots = \$100 per lot (unbuildable)
- e. Vacant Lots = \$200 per lot (buildable)

The applicable sum shall be payable if and when each sale is consummated and shall be due at closing.

9. The City shall be responsible for the following costs and expenses which may be passed on to the purchaser and shall be due at closing:

- o Performance of a pre-sale inspection.
- o Performance of a final water reading.

10. The City shall provide the Broker access to property and send all inquiries related to all sales to the Broker.

11. The Broker shall be responsible for the following items:

- Perform an initial inspection of all properties.
- Preparation of a comparative market analysis using three (3) similarly sold properties. After having prepared this analysis, the Broker shall prepare a proposed price for each property.
- Advertising of the properties through appropriate multi-listings and other appropriate means as approved by the City.
- Showing of all properties.
- Make properties available to intended owner-occupants for fifteen (15) days after listing. After fifteen (15) days, the property will be available to all potential buyers. Owner occupied purchasers shall have preference over investor purchasers.
- Accept offers to purchase property. Each offer shall be accompanied by payment of ~~ten (10) percent of the offering price or \$600~~ good faith deposit (whichever is greater). After the broker receives the offer and good faith deposit, the offer is presented to the City to process for City Council approval. If the offer is rejected by City Council, the ~~Broker~~ City returns the deposit. If the offer is accepted, the ~~Broker shall give the deposit to the City within forty-eight (48) hours~~ is included in the purchase price after City Council approval.
- Closings on all properties shall be held at the office of the ~~Broker~~ City within thirty (30) days of City Council approval.
 - i. The Broker shall be responsible for the preparation of all ~~real estate necessary~~ documents, including but not limited to, ~~closing statements, quit-claim deeds, application, Letter of Good Standing, aerial photos, parcel maps, area comps~~ and purchase agreements.
 - 1. The Broker shall advise the Purchaser in writing that the City will not authorize occupancy on the property until a Certificate of Occupancy has been obtained.
 - ii. All conveyances by the City shall be by quit-claim deed. In the event that a prospective purchaser shall desire a policy of title insurance, the purchaser shall purchase such policy at his own expense. The Broker shall arrange the ordering of the title policy.
 - iii. The purchaser of each property shall complete the transaction with cash, certified check or other financing approved by the City.
- Provide information to purchasers regarding potential resources for housing repairs.

12. The City reserves the right to exclude any city-owned property from this Agreement.

13. This Agreement shall remain in effect for a period of twelve (12) months from the execution date. Furthermore, the terms of this Agreement may be extended upon mutual agreement of the parties in writing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and the Broker have executed this Agreement on the date set forth opposite their signature below:

For: City of Inkster

By: _____
Ron Wolkowicz
City Manager

Dated: _____

Witness:

By: _____

Dated: _____

For: Murray's Real Estate Services, LLC

By: _____

Dated: _____

Witness:

By: _____

Dated: _____