

1. Agenda

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2. Packet

Documents: [03-04 13 PACKET.PDF](#)



INKSTER CITY COUNCIL AGENDA

March 4, 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
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

March 4, 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 18, 2013 Regular Council Meeting Minutes **Pg. 1**

B. Allen Brothers Attorneys & Counselors, PLLC, Invoice \$ 30,593.75 **Pg. 6**

6. Boards and Commissions

A. Update of current list of appointments to Boards & Commissions. **Pg. 7**

7. Previous Business

8. Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

9. New Business

A. Discussion/Action: (Hilton Napoleon) Consider Renewal of a contract between the Inkster Housing Commission and the City of Inkster for two (2) police officers, funds budgeted in our patrol officers salary account, account #101-315-706-00. **Pg. 14**

B. Discussion/Action: (Hilton Napoleon) Consider approving the purchase of a 2012 Chevrolet Caprice Patrol vehicle. Funds budgeted in vehicle maintenance account, account # 101-315-935-000. **Pg. 24**

- C. Discussion/Action: (Mark Lloyd) Consider approval of offer to purchase (Case # LD13-04) a single-family structure, commonly identified as 26813 Ross and legally described as E. 2 ft. of Lot 111 also Lot 112 also N. ½ N. Adj. Vac Alley, Greater Dearborn Sub, T2S, R10E, L55, P62 WCR (Property ID# 025-01-0111-002) in an amount of \$ 2,000 to Andre C. Price.

Pg. 29

- D. Discussion/Action: (Mark Lloyd) Accept engineer's recommendation to select the low bidder and request City Council to enter into a contract with the Pavex Corporation in the amount of \$407,511.20 for the construction of the Inkster Greenway Shared Use Path Phase 1. Obtain City Council approval to sign and submit a Project Amendment for the Inkster Greenway Shared Use Path Phase I.

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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

****F.** Discussion/Action (Council) Allen Brothers & Attorneys Counselors, PLLC, invoice \$37,551.73.

Moved by Councilwoman Howard, Seconded by Councilmember Williams to reconsider the Allen Brothers & Counselors invoice for approval.

Resolution 02-13-39R- Motion carried.

Nay-(Shaw)

Public Participation

- **James Richardson-** Complaint about the water bills being too high. He was a resident that was chosen for a random water meter test and his test was accurate, however, what isn't being determined by the water test is the water flow and usage.
- **Jean Overman-** Extended and invitation to residents for the Inkster Task Force meeting every 4th Thursday at the Booker Dozier Recreation Complex.
- **Zara Nasir-** Extended and invitation to residents to the Inkster Literacy Movement Program's, reading rally on February 23, 2013 and to the Volunteer Kickoff on February 26, 2013.
- **George Williams-** Asked City Council to get educated and go out to other communities and see how they operate their CSO Basins.
- **Frances Fletcher-** Asked are monthly reports on how each city department is functioning being put on the website. In addition, she asked how is the crime rate in the city since the Police force has been decreased. She also said she is willing to do volunteer services.
- **Karen Lee-** Thanked everyone who is trying to help the citizens. She said City Council is clearly not trying to bring down water rates and she complained about the high water bills.

Mayor and Council Communications

- **Councilman Williams-** Wanted to know who is responsible for updating the Dashboard on the website. In addition, he said he is seeing a lot of vacant homes in the City of Inkster and wanted to know if there is anything that can be done legally to have the banks maintain the upkeep of their properties, such as grass cutting. Furthermore, he said the city should look at ways to add different revenue sources.
- **Councilman Canty-** Asked about minutes from the Water and Sewer Advisory Committee meeting.
- **Councilmember Shaw-** Thanked DPS, Fieldworkers, and Administration for how they handled the water main break in his District. He suggested that the City take a proactive approach and start to seek public participation about the Police and Fire grant that was applied for. He is very, very, concerned that at the February 4, 2013 City Council meeting a business was granted a Special Use Permit but did not have a Certificate of Occupancy, Business License, or a Fire Inspection. He said before items are approved by the Planning Commission, they should have all permits and licenses.
- **Mayor Pro-Tem Hendricks-** Apologized to his fellow City Council members for his prior outburst. He said the Water Committee meet on the 12th of February and he provided the minutes for the committee. He said the committee suggested that more information be put on the water bills. In addition he said there will be another meeting on February 25, 2013.
- **Mayor Hampton-** He is anxiously awaiting the budget process so that the areas that the City wants to see strengths in can be developed.

City Clerk

- The City Clerk's office has been working in conjunction with the Planning Department to aggressively go after the renewal of business licenses and for the past four months almost six

thousand dollars have been collected. In addition, the Clerk's office will know by February 26, 2013 if the city will be having a May election.

City Manager

Closed Session

None

Adjournment

There being no further business to come before Council, on motion duly made by Council Member Canty, Seconded by Councilmember Williams and carried, the Regular Council meeting of February 18, 2013 was adjourned at 9:50 p.m.



Felicia Rutledge, City Clerk
City of Inkster

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
02/25/2013
Account No: 1897M

Payments received after 02/25/2013 are not included on this statement.

	Previous Balance	Fees	Expenses	Payments	Balance
1897-001 Flat Fee/City Attorney	\$6,009.10	\$6,000.00	\$ 0.00	\$ 0.00	\$12,009.10
Municipal Legal Services	\$2,915.60	\$1,100.00	0.00	\$ 0.00	\$ 4,105.60
Labor	\$2,287.50	\$3,581.25	8.24	\$ 0.00	\$ 5,876.99
Litigation	\$26,339.03	\$23,493.75	\$1,685.36	\$ 0.00	\$51,518.14
	\$37,551.23	\$34,175.00	\$1,693.60	\$ 0.00	\$73,419.83
Courtesy Discount		\$-3,581.25	\$ -8.24		-3,589.49
TOTALS:	\$37,551.23	\$30,593.75	\$1,685.36	\$ 0.00	\$69,830.34

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!

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
Elcfernck 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
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Nathaniel Elcock	Exp. 12/31/05
Hersey Bryant, (C)	Exp. 12/31/00
Horace Wells	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
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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.	Exp. 06/07/16
Vacant	Exp. 06/07/16
Cheryl Stinson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Mary Weislo	Exp. 03/07/17
Cassandra Leonard	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Vacant	
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)

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. 02/18/13
Dennis Welslo	App. 02/18/13

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	Tenure
Ron Wolkowicz	Tenure
Bishop Walter L. Starghill, Jr.	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Cheryl Stinson	Exp. 06/07/16
Vacant	Exp. 06/07/16
Cassandra Leonard	Exp. 06/07/16
Mary Weislow	Exp. 06/07/16

TIFA WORKING COMMITTEE FOR THE JUSTICE CENTER

5 Members

Bishop Walter L. Starghill	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Cheryl Stinson	Exp. 06/07/16
Vacant	

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	Tenure
Ron Wolkowicz, City Manager	Tenure
Mark Stuhldreher, Treasurer	Tenure
Mark Lloyd, Community Development Director (VC)	Tenure
Tonia C. Williams (C)	Exp. 6/27/14
Dorothy Gardner	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

REQUEST FOR COUNCIL ACTION

To: Ron Wolkowicz – City Manager

Date: February 21, 2013

From: Hilton Napoleon, Chief of Police *HN*

Date for Council Consideration: March 4, 2013

ACTION REQUESTED: Renewal of contract between the Inkster Housing Commission and the City of Inkster for two (2) police officers, funds budgeted in our patrol officers salary account, account #101-315-706-000.

Current Action _____ Emergency _____ Future _____

Funds Budgeted: If Yes X Account # 101-315-706-000 No _____ N/A _____

Treasurer's Approval _____

BACKGROUND INFORMATION

City of Inkster has historically provided the Inkster Housing Commission with two police officers to conduct special patrols in public housing in accordance with a contract for supplemental police services. The contract provides for two police officers and Inkster Housing Commission will reimburse the City of Inkster up to \$100,000 for the officer's wages during the contractual period of 12 months.

SCOPE OF SERVICES

Assign two police officers that will conduct special police patrol coverage in public housing to create a drug free and crime free environment.

PROJECT OR IMPROVEMENT TASKS

Create a drug and crime free environment for the residents of Inkster Public Housing and improve the image of the City.

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

Note to Department Heads: You may indicate anywhere from one to all five goals, if applicable.

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**

COSTS

Zero cost, Officer Salaries are budgeted and these two positions will be reimbursed through the Inkster Housing Commission.

PROJECT TIME TABLE

Within 30 days after approval by Mayor and Council.

RESOLUTION

Approval to renew the agreement between the Inkster Housing Commission and the City of Inkster to provide two (2) police officers to conduct special patrol work in public housing.

Resolved by _____ Seconded by _____

Yes: _____

No: _____

Absent: _____

**INKSTER HOUSING COMMISSION
CONTRACT FOR PROVISION
OF SUPPLEMENTAL POLICE SERVICES**

**AGREEMENT BETWEEN THE INKSTER HOUSING COMMISSION AND
THE CITY OF INKSTER**

This Contract, effective the **First** day of **January 2013** between the **Inkster Housing Commission**, (hereinafter called the "**Commission**") and the **City of Inkster**, hereinafter called the "**City**") is for the provision of specific police services associated with the Commission's Security Programs.

WHEREAS, the Commission desires to contract with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Commission locations,

NOW THEREFORE, the Commission and the City agree as follows:

**ARTICLE I
Scope of Services**

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of (2) police officers to perform specialized patrols to enforce state, local laws and the Commission Rules specified in this Contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.

ARTICLE I (Continued)

SERVICES PROVIDED BY THE CITY (Continued)

- B. The City agrees to assign police officers to targeted areas during specific periods of time identified by the Commission and agreed upon by the City as high crime or high workload (directed patrol), such as 3:00 p.m. to 3:00 a.m. and flex shifts as requested by the Commission seven days a week in the public housing community areas, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community policing concept and will assist screening new applicants and enhancing crime prevention programs in the public housing communities. In-addition the City will provide background checks to the Commission for new employees as a part of the Commission's pre-employment requirements.
- D. The City agrees to collect and provide workload data in public housing developments.
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Commission's administrative grievance procedures, civil dispossessionary hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department Patrol Commander or Supervisor will meet with resident leadership and management representatives of the Commission on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least monthly.
- G. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract.
- H. The Police Department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Commission or that, officials designate.
- I. The City will at all times provide supervision, control, and direction of work activities and assignments of police personnel. This includes disciplinary actions, if necessary. It is expressly understood that the Police Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the City's property while on the Commission's property.

SECTION TWO: SERVICES PROVIDED BY THE COMMISSION

- A. The Commission will provide training to the residents and the Assigned Personnel with workshops on community policing and crime prevention issues associated with public housing. This shall include, but not limited to, training in the following:
 - 1. Crime prevention and security responsibilities;
 - 2. Community organization/mobilization against the cause of and precursors to crime;
 - 3. Drug awareness and control;
 - 4. Orientation and familiarization with the public housing communities for the assigned officers, and
 - 5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Commission shall provide a quarterly assessment of the results achieved, as measure against the performance objectives specified in the Plan of Operations listed in Article IV of the Contract.
- C. The Commission will provide the City with the applicable housing commission rules and documentation to comply with this Contract.

ARTICLE II Enforcement of Rules and Regulations

- A. The City, through its police officers, is hereby empowered to enforce the following Commission rules and regulations:
 - 1. Unauthorized visitors in unoccupied structures of the Commission shall be removed.
 - 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Commission property shall be removed.
 - 3. Unauthorized visitors destroying, defacing or removing Commission Property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officers, is hereby empowered to enforce the following Commission rules or regulations:

1. The resident agrees to park his or her car in parking spaces provided by the Commission or on city streets and further agrees not to drive a car or truck onto or over the ground of the Development.
2. Resident agrees to remove abandoned cars from property within 2 days from notification date.

With regard to the foregoing rules or regulations, the City's police officers are hereby authorized to remove any and all vehicles found parked in violation of said rules or regulations, pursuant to established City procedure for impounding vehicles.

- C. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE III

Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Commission will have unrestricted access to all public information, which in any way deals with criminal activity in any of the Commission's developments

Upon request, it is further agreed that the City Police Department will provide to the Commission copies of such incidents, reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City Policy Department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms

The City agrees to provide the Commission with copies of all incidents that occur on Commission grounds. The City further agrees to provide the Commission with reports of criminal activities that do not occur on Commission grounds, if the City is aware that residents are involved in the criminal activity.

2. Media Coordination

The Police Department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Commission property, *preferable before the media is informed*, or as soon as possible.

C. Evaluation

The City and the Commission agree that any evaluation shall include:

1. Hours worked by police officers for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. Other (tactical)
2. Response times to targeted communities by City-paid officers and Commission-paid officers by Priority I (emergency), Priority II (non-emergency) and Priority III (if utilized).
3. Arrests (to include drug violations)
4. Vehicles towed
5. Positive contacts
6. Referrals
7. Trespassers removed
8. All UCR or NIBRS Reports
9. Calls for service
10. Weapons seized
11. Property stolen/recovered
12. Community feedback

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Commission property.

ARTICLE IV
Plan of Operations

- A. The City shall continue its detailed plan of operations for use in eliminating drug-related crime and provide crime data to the Housing Commission on a regular basis. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
 2. Staffing levels;
 3. Responsibilities of key personnel;
 4. Organization and resources, to include personnel, equipment, in-kind support, etc;
 5. Hours of operation, to encompass schedules of major tasks, activities and;
 6. Community interface to evidence and methodology by which resident involvement will be gained and maintained during the term of this Contract.
- B. The plan of operations will be administrated by the Housing Officers from the date of execution of this Contract by both parties, if any changes are made to the current contract agreement. It is understood that the Commission may request reasonable modification to the initial plan of operations, as it deems appropriate. The Commission must approve the plan in order for payments to continue.
- C. If during the term of the Contract, if either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Commission and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE V
Term of Contract

The term of this Contract shall be for 12 months beginning January 1, 2012.

ARTICLE VI
Compensation to the City

- A. The Commission shall reimburse the Police Department the total sum of wages of the two officers not to exceed **\$100,000** for the contractual period. Monthly reimbursement payments will be made to the City of Inkster upon receipt of performance of the proposed services and evidence of authorized expenditures.
- B. The City shall provide the following documentation in requesting reimbursement:
 - 1. Copies of Payroll Time Reports documenting names, employee identification, hours worked in public housing development, supervisory approval of the report. Prior approval by the Executive Director with an explanation of the necessity for any overtime to be performed in public housing must be documented in writing by the Commission and provided to the housing officers' supervisor
- C. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee and the Commission shall thereafter make payment of the approved amount within thirty (30) days of receipt of the request for reimbursement.

ARTICLE VII
Termination

- A. The Commission may terminate this Contract upon thirty (30) days written notice to the City of Inkster. Such notice shall be delivered by Certified Mail, Return Receipt Requested, to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written Notice to the Commission. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII
Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified

below:

Authority: Tony L. Love
Executive Director
Inkster Housing Commission
4500 Inkster Road
Inkster, Michigan 48141

City: Interim Chief Hilton Napoleon
Inkster Police Department
City of Inkster
27301 South River Park Drive
Inkster, Michigan 48141

ARTICLE IX Construction of Laws

This Contract is made and entered into in the City of Inkster. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X Entire Contract

The Contract shall consist of the following component parts.

(a) This Contract,

(b) Any subsequent addendums agreed to by both parties.

CITY OF INKSTER

BY:

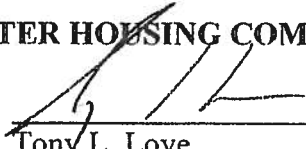
Interim Chief Hilton Napoleon
Inkster Police Department

Date

ATTEST:

INKSTER HOUSING COMMISSION

BY:

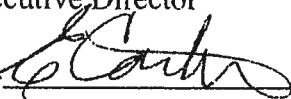


Tony L. Love
Executive Director

2/18/12

Date

ATTEST:



REQUEST FOR COUNCIL ACTION

To: Ron Wolkowicz – City Manager

Date: February 25, 2013

From: Hilton Napoleon, Chief of Police 

Date for Council Consideration: March 4, 2013

ACTION REQUESTED: Approve the purchase of a 2012 Chevrolet Caprice Patrol vehicle. Funds budgeted in vehicle maintenance account, account #101-315-935-000.

Current Action _____ Emergency _____ Future _____

Funds Budgeted: If Yes ☒ Account # 101-315-935-000 No _____ N/A _____

Treasurer's Approval _____

BACKGROUND INFORMATION

The Police Department would like to purchase the new patrol vehicle to enhance our aging fleet of patrol vehicles. About one quarter of our patrol vehicles are 4 years old and the majority are over 3 years old. Due to their age, wear and tear, we have spent tens of thousands of dollars maintaining and repairing our aging fleet this budget year alone.

SCOPE OF SERVICES

Purchase a new 2012 Chevrolet Caprice patrol vehicle from Les Stanford Chevrolet in Dearborn for the total cost of \$29,004.00. The City would be reimbursed for the cost of the vehicle through our departments 2009 Annual JAG Grant, the 2010 JAG Grant, and a portion of the 2011 JAG Grant. The 2009 and the 2010 JAG Grants are set to expire on 09/30/2013 and these funds must be used or we will lose them.

PROJECT OR IMPROVEMENT TASKS

Enhance public safety by adding a new dependable patrol vehicle for our officers to conduct patrols in and to respond to citizens calls for service.

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

Note to Department Heads: You may indicate anywhere from one to all five goals, if applicable.

1. Enhance Public Safety & Strengthen the Police Department

COSTS

Initial cost of \$29,004.00 these funds will be reimbursed to the city through the departments JAG Grant funds.

PROJECT TIME TABLE

Within 30 days after approval by Mayor and Council.

RESOLUTION

Approve the purchase of a 2012 Chevrolet Caprice from Les Stanford Chevrolet in Dearborn for a total of \$29,004.00 from account #101.315.935.000.

Resolved by _____ Seconded by _____

Yes: _____

No: _____

Absent: _____



21730 MICHIGAN AVENUE • DEARBORN, MI 48124
PHONE (313) 565-6000 FAX (313) 565-2810

SUBJECT TO THE TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE OF THIS ORDER, THE DEALER AGREES TO SELL/LEASE AND THE BUYER(S) AGREE(S) TO PURCHASE/LEASE THE VEHICLE DESCRIBED BELOW.

☐ PURCHASE ORDER ☐ LEASE ORDER
☒ CAR ☐ TRUCK ☒ NEW ☐ USED ☐ DEMO
☐ OTHER

STOCK NO. YEAR MAKE MODEL BODY COLOR

2012 Caprice Police (Rocke)

VIN NUMBER

6G1MK5U28CL608710

MANUFACTURER'S INFORMATION

PPV Patrol Vehicle

Vinyl Seat Rear

OTHER INSTALLED ACCESSORIES (SEE PARAGRAPH UNDER "IMPORTANT BUYERS INFORMATION")

Aux Bats

Spore

Spot Light

TRADE-IN INFORMATION (SEE PARAGRAPH 3 & 4 ON REVERSE SIDE)

YEAR MAKE MODEL BODY COLOR

LICENSE PLATE EXPIRATION DATE VIN NUMBER MILEAGE

FINANCIAL HOLDER GOOD UNTIL DATE QUOTED BY BALANCE DUE

IMPORTANT BUYER INFORMATION

Any warranties from a Manufacturer or supplier, including warranties on any dealer-installed Non-Manufacturer accessories are theirs, not Dealers, and only the Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS" unless later furnished Buyer with a separate written warranty or service contract on the rear window of the vehicle indicates otherwise. (SEE PARAGRAPH 10 ON REVERSE SIDE.) This disclaimer in no way affects the manufacturer's Vehicle Warranty.

If this is a credit sale or lease, this Order is not binding on the Buyer and the Buyer cannot cancel it and recover the deposit until Buyer receives a document containing the required financial or lease disclosures.

The annual percentage rate for a credit sale may be negotiable with the Dealer. The Dealer may assign this contract and retain its right to receive a part of the finance charge. The salesperson has no authority to make and dealer shall not be bound by any promises or representations unless they are written on this order and approved by dealer's authorized representative.

Unless otherwise noted, the Buyer listed as Buyer "A" will be the registered owner/lessee of the Vehicle.

The installment contract, lease or other document signed by the Buyer may require the Buyer to submit claims arising from or related to the purchase, lease or financing of the vehicle to binding arbitration.

Any claim or lawsuit arising out of the purchase or lease of the vehicle against the dealer the Buyer must be filed no more than 365 days after the date of the delivery of the vehicle. (SEE PARAGRAPH 15 ON THE REVERSE SIDE)

BUYER'S REPRESENTATIONS

I have read the material printed on the back and I understand and agree to it as part of this Order as if it were printed above my signature. I understand that the front and back of this order comprises the entire agreement affecting this purchase/lease and no other document or understanding of any nature concerning same has been made or entered into. I will be recognized. I also certify that no credit has been either extended by Dealer or assigned by Dealer for the cash down payment unless it appears in writing on the face of this Order. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this Order.

Buyer (A) Date

Buyer (B) Date

This Order is not binding until Dealer's authorized representative signs here.

Signature Date 2/22/13

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AMERICA'S CORVETTE KING

BUYER'S NAME (A)

Inkster P.D

BUYER'S NAME (B)

26215 Trowbridge

BUYER'S ADDRESS

CITY, STATE ZIP CODE

Inkster MI 48141

BUYER (A) DRIVERS LICENSE NO

BUYER (B) DRIVERS LICENSE NO

HOME PHONE

FAX PHONE

SALES PERSON

CELL PHONE

EMAIL

INSURANCE INFORMATION

ADDRESS

CITY, STATE ZIP CODE

POLICY NO

AGENTS NAME

OFFICE PHONE

EXPIRATION DATE

FAX PHONE

IMPORTANT NOTICE CONCERNING INSURANCE

Buyer(s) must have insurance for liability for injury to person or damage to property of others (PL & PD) in order to take title to the Vehicle. Buyer(s) Note: Neither accident and health insurance nor credit life insurance provide PL & PD coverage. If a credit sale or lease, Buyer is required to maintain collision insurance on the Vehicle during the term of the finance contract or lease. A Buyer may not be eligible for either credit life insurance or accident and health insurance. BUYER IS NOT REQUIRED TO OBTAIN EITHER ACCIDENT AND HEALTH INSURANCE OR CREDIT LIFE INSURANCE. Buyer may choose the agent from which said insurance will be obtained.

LEASE ORDER INFORMATION

Lease Term: Monthly Payment \$

Total Amount Due at Lease Signing or Delivery: \$

- (1) Capitalized Cost Reduction \$
- (2) Sales/Use Tax \$
- (3) First Monthly Payment \$
- (4) Refundable Security Deposit \$
- (5) Initial Title, Registration and License Fee \$

PURCHASE ORDER INFORMATION

Vehicle Selling Price \$ 28767

Documentary Fee \$ 190

TOTAL TAXABLE PRICE: \$ 29

Plus: Taxes: Sales: \$ 23

Other: \$

License Fee for Transportation \$

Title & Registration: \$

Extended Service Plan: \$

TOTAL CASH PRICE: \$

Less: Net Allowance on Trade-in \$ 29004

Cash Deposit: \$

Other Credits: \$

Cash on Delivery \$

AMOUNT TO BE FINANCED: \$

FINANCE INFORMATION

Annual Percentage Rate Number of Monthly Payments Monthly Payment

%

\$

"Thank You for Your Business"

THIS ORDER FORM INCLUDES THE FOLLOWING TERMS AND CONDITIONS:

1. **DEFINITIONS AND RELATIONSHIP:** As used in the Order, the term "Manufacturer" means the Company that manufactured the Vehicle or chassis. The Dealer is not the agent of manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally certain contractual relationships between Dealer and Manufacturer regarding new vehicles.
2. **IMPORTANT NOTICE CONCERNING INSURANCE:** Buyer(s) must have insurance for liability for injury to person or damage to property of others (PL & PD) in order to take title to the Vehicle. Buyer(s) Note: Neither accident and health insurance nor credit life insurance provide PL & PD coverage. If a credit sale or lease, Buyer is required to maintain collision insurance on the Vehicle during the term of the finance contract or lease. A Buyer may not be eligible for either credit life insurance or accident and health insurance. **BUYER IS NOT REQUIRED TO OBTAIN EITHER ACCIDENT AND HEALTH INSURANCE OR CREDIT LIFE INSURANCE.** Buyer may choose the agent from which said insurance will be obtained.
3. **TRADE-IN REAPPRAISAL:** If a Vehicle to be traded in as a part of the down payment for the Vehicle ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle, the trade-in Vehicle will be reappraised at that time and such reappraised value will determine the allowance made for the trade-in Vehicle. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle ordered and the surrender of the trade-in Vehicle to Dealer.
4. **EVIDENCE OF TITLE FOR TRADE-IN:** Buyer agrees to deliver to Dealer evidence of unrestricted title in any Vehicle traded in as part of the down payment for the Vehicle ordered. Buyer warrants and represents that any trade-in Vehicle to be Buyer's property free and clear of all liens and encumbrances except as otherwise noted on the front of this Order. Buyer warrants and represents that the vehicle is not a municipal, salvage, damaged, rebuilt or flood vehicle. The Buyer further warrants and represents that the odometer on the Vehicle traded in as part of the vehicle order was not altered or tampered with prior to its transfer to the Dealer.
5. **BUYER DEFAULT:** Unless this Order is canceled by Buyer in accordance with the provisions of Paragraphs 2 or 3 above, Dealer has the right upon failure or refusal of Buyer to accept delivery of the Vehicle ordered and to comply with the terms of this Order to retain as liquidated damages any cash deposit made by Buyer and in the event a vehicle has been traded in as a part of the down payment for the Vehicle ordered, to sell such trade-in vehicle and reimburse itself from the proceeds of such sale for any expenses specified in Paragraph 3 above and for any other expenses and losses in Dealer may incur or suffer as a result of such failure or refusal by Buyer.
6. **DESIGN CHANGES:** Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory or part at any time without notice and without obligation to make the same or any similar change upon any Vehicle, chassis, accessory or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory or part covered by this Order, either before or after delivery to Buyer.
7. **DELIVERY LIABILITY LIMITATION:** Dealer will not be liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages to property; damages for the loss or use of the Vehicle; loss of time; loss of profits or income or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle.
8. **TAXES:** The Total Usable Price for the Vehicle ordered does not include sales, use, excise or other taxes (Federal, State or Local). Buyer as purchaser agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.
9. **INSURANCE UNAVAILABILITY:** If a charge for either credit life or accident and health insurance is included in any installment sales contract required by the parties in conjunction with this Order, and if such insurance is either wholly or partially unavailable to Buyer, the charge or applicable portion for such insurance or partially unavailable insurance will be deducted from the Total Time Payment and credited to Buyer. However, such whole or partial unavailability will not affect the terms of this Order, this Order and any installment sales contract or lease entered in conjunction with this Order remaining in full force and effect.
10. **WARRANTY DISCLAIMER:**
 - A. IN THE EVENT THE VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR OR A USED VEHICLE, STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ON THE VEHICLE. FURTHER, DEALER MAKES NO WARRANTIES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF. ANY WARRANTY IN CONNECTION WITH THE SALE OF THE VEHICLE, AS TO ANY MANUFACTURER'S WARRANTY, IS EXTENDED TO BUYER BY MANUFACTURER. DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY.
 - B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD OR LEASED "AS IS", AND THE DEALER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - C. IN THE EVENT THE VEHICLE IS A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER.
11. **DAMAGE DISCLOSURE:**
 - A. NEW VEHICLE, DEMONSTRATOR, EXECUTIVE OR MANUFACTURER'S VEHICLE, OR PROGRAM VEHICLE: Damage to a new vehicle, including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items may occur either at the factory during assembly, while the vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed. This Dealer follows the Michigan law which sets forth the following damage disclosure for a new motor vehicle, demonstrator, executive or manufacturer's vehicle on program vehicle:
Any damage, which Dealer has corrected by replacing, glass, tires, wheels, bumpers, audio equipment, and in-dash components with the original Manufacturer's parts and material will not be disclosed. All other repairs made after delivery by the Manufacturer of the Vehicle, known by the dealer which exceed in the aggregate five (5%) percent of the Manufacturer's Suggested Retail Price of the Vehicle (as measured by a claim reimbursement, if any, made by the Dealer to the Manufacturer for repairs) will be disclosed to Buyer. Further, any damage or repair of Seven Hundred Fifty (\$750.00) Dollars or more in surface coating repairs or corrosion protection restoration, or the combination thereof, will be disclosed to the Buyer.
 - B. USED VEHICLES: Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body bumping and painting of the Vehicle. Since (a) Buyer has the right to inspect the Vehicle, (b) Dealer generally lacks knowledge of all prior repairs, and (c) there is uncertainty as to what may be deemed material to Buyer, Dealer makes no representation as to former damage, if any.
12. **ODOMETER DISCLAIMER:** The mileage shown on the odometer of the Vehicle sold or leased is believed by Dealer to be the actual mileage of the Vehicle unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer or Buyer's transferees or assigns in the event the mileage shown is incorrect.
13. **COLOR OR EQUIPMENT CHANGE:** If the Vehicle ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase or lease of the Vehicle, a new Order shall be completed by Dealer and Buyer covering the Vehicle received and the new Order will take the place of this Order and this Order will be null and void.
14. **OTHER DOCUMENTS:** The Buyer, before or at the time of delivery of the Vehicle, will sign such other Documents as may be required by the terms and conditions of payment indicated on the front of this Order.
15. **LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT AGAINST THE DEALER:** Buyer agrees that any claim or lawsuit arising out of the purchase or lease of a vehicle against the Dealer must be filed no more than 365 days after the date of the delivery of the vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase or lease of the vehicle may be longer than 365 days, Buyer agrees to be bound by the 365 period of limitations as set forth herein, and **BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY.**
16. **SAVINGS CLAUSE, GOVERNING LAW AND VENUE:** Any provisions of this Order prohibited by Michigan or Federal Law will be ineffective to the extent of such prohibition but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the state of Michigan and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

*****13*44447S

MODEL & FACTORY OPTIONS

	MSRP	INV AMT	FLEET
1EW19 CAPRICE PPV PATROL	30920.00	29992.40	INVOICE 05/03/12
AEH VINYL REAR SEAT AND HEAVY DUTY VINYL FLOORING	110.00	96.80	SHIPPED 01/31/12
K4S AUXILIARY BATTERY	250.00	220.00	EXP I/T 02/18/12
L77 ENGINE, 6.0L V8 E85 CAPABLE W/ LIMITED SLIP DIFFERENTIAL. REPLACES STANDARD ENGINE	0.00	0.00	INT COM 05/07/12
MX0 TRANSMISSION, 6 SPD AUTOMATIC W/ TAP SHIFT	0.00	0.00	PRC EFF 01/31/12
SG8 FULL SIZE SPARE TIRE	170.00	149.60	KEYS 61208
YF5 50-STATE EMISSIONS	N/C	N/C	WFP-S QTR OPT-1
7X6 DRIVER HALOGEN SPOTLAMP	460.00	404.80	FAN: 000899998
			BANK: ALLY - 045
			CHG-TO 44-447
			SHIP WT: 4259
			HP: 51.2
			MRM: 32735.00
			DAN: 9C1P1

\$ 28767
190
24
23

\$ 29,004

TOTAL MODEL & OPTIONS	31910.00	30863.60	ACT 231	30731.30
DESTINATION CHARGE	825.00	825.00	H/B 261	957.30
DEALER IMR CONTRIBUTION		319.10	ADV 261	319.10
LMA GROUP CONTRIBUTION		159.55	EXP 65A	159.55

TOTAL 32735.00 32167.25 PAY 310 32167.25

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

THIS MOTOR VEHICLE IS SUBJECT TO A SECURITY INTEREST HELD BY ALLY.

LES STANFORD CHEVROLET CADILLAC INC.

REMIT TO ALLY NO. 045
VIN 6G1MK5U28CL608710
\$ 32167.25 INV 1AD73132010
DUE 05/07/12 DEALER 44-447

https://www.autopartners.net/apps/barsrr/bars/doc_display_VehicleInvoice.jsp?index=0

1/23/2013

Hilton Napoleon

From: Sheila Mulhern [smulhern@co.wayne.mi.us]
Sent: Monday, February 11, 2013 2:24 PM
To: hnapoleon@inksterpd.com
Cc: Scott Rechtzigel
Subject: JAG grant info

Good afternoon Chief,

I wanted to make sure that you are aware of your JAG grant balances and expiration dates. They are as follows:

2009 Annual \$6,259.68 Expires 9/30/13

2010 JAG \$12,872.53 Expires 9/30/13

2011 JAG \$33,974 Expires 9/30/14

2012 JAG \$29,762 Expires 9/30/15 – will have the signed agreement back to you this week.

Please let me know if you have questions.

Thanks,
Sheila

Sheila Mulhern
Director of Grants Administration
Wayne County Sheriff's Office
313-224-0631
smulhern@co.wayne.mi.us

REQUEST FOR COUNCIL ACTION

To: Ron Wolkowicz, City Manager

Date: 2/18/13

From: Mark D. Lloyd, Director
Community Development

Date for Council Consideration: 3/4/13

ACTION REQUESTED: Consider approval of offer to purchase (Case # LD13-04) a single-family structure, commonly identified as 26813 Ross and legally described as E. 2 ft of Lot 111 also Lot 112 also N. ½ Adj. Vac. Alley, Greater Dearborn Sub, T2S, R10E, L55, P62 WCR (Property ID #025-01-0111-002) in an amount of \$2,000 to Andre C. Price.

Current Action ☒ Emergency ☐ Future ☐

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

Treasurer's Approval ☐

BACKGROUND INFORMATION

Andre C. Price, applicant, made application to purchase a single-family home that has been obtained by the City as foreclosed property. The property location is on the south side of Ross Road between Princess and Sylvia Avenues (see attached map). The proposed use is owner occupancy.

The Real Estate Broker has noted the following improvements to be made:

- Furnace.
- Hot water tank.
- Plumbing.
- Complete kitchen.
- Removal of all debris inside and out.
- Some missing windows.
- Doors.
- Bathroom.
- Dry wall work.
- Some electrical.
- Pipes

City Reviews

- Code Enforcement – The applicant has no violations listed in the name Andre C. Price.
- The Planning Division has reviewed and approved the proposed use and sale of the property subject to the applicant entering into a purchase agreement with the City of Inkster.
- The Collection Department has verified that the applicant has no listings of properties in the name of Andre C. Price.
- The grass height is fine.

Request For Council Action
Land Sale, 26813 Ross to Andre C. Price
March 4, 2013

- The Water Department has indicated that water will be shut off at the street on February 18, 2013.
- The grass height is fine.
- Pre-sale inspection has been conducted.

SCOPE OF SERVICES

Preparation and execution of purchase agreement, quit claim deed, and property transfer affidavit, and submit deed for recording. It is highly recommended by the Planning Division that the applicant complete a title search of the property.

JUSTIFICATION

Subject property is located in the R-1B zoning district. The applicant is offering to purchase the subject property for \$2,000. Based on the number of repairs that may be required, the offering price is considered reasonable. Our goal is to get City-owned properties reoccupied.

RECOMMENDATION

Staff recommends approval of the proposed purchase of City-owned property for the offering price of \$2,000.

PROJECT OR IMPROVEMENT TASK

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
2. Improve and promote the image of Inkster

COST

The Market Value of the property, as established by the City Assessor is \$10,000. The applicant has deposited \$600 and offered \$2,000.

RESOLUTION

Authorization is hereby given for the sale of a single-family structure commonly identified as 26813 Ross and legally described as the E. 2 ft of Lot 111 also Lot 112 also N. ½ Adj. Vac. Alley, Greater Dearborn Sub, T2S, R10E, L55, P62 WCR (Property ID #025-01-0111-002) in an amount of \$2,000 to Andre C. Price subject to the following conditions:

- Obtain a Certificate of Occupancy prior to move in.
- Complete closing on the property within 30 days by paying the balance of the price of Sale (\$1,400), paying the cost of recording the deed (\$18), entering into a purchase agreement, and executing a property transfer affidavit.

Request For Council Action
Land Sale, 26813 Ross to Andre C. Price
March 4, 2013

Finally, it is highly recommended that the applicant complete a title search of the property.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$600.00
Date Received 2/7/13
Case # LD13-04

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name ANDRE C PRICE
Applicant's Address 32047 NEBOY GAN CT WESTLAND MI 48186
Applicant's Phone Number: (313) 427-8981
Proposed Owner's Name (as indicated on deed): ANDRE C PRICE (A Single Man)

PROPERTY INFORMATION -- Purchase Offer \$ 2000

Property Location: on South side of ROSS Street/Avenue
Between PRINCESS Street/Avenue and Sylvia Street/Avenue
Tax ID, Legal Description, and Address if Structure 44025010111002 (26813 Ross)
31E111B 112 E 2 FT OF LOT 111 ALSO LOT 112 A 1/2
ADJ VAC ALLEY GREATER DEARBORN SUB T25 R10E L55
PO 2 WCR
Parcel Size: 37.5+2FT (Width) 39.5 X (Length) 124 Current Zoning Residential

☐ Additional Parcels/Lots (attach Request for Additional Property Form)

Summary of Proposed Use: Owner Occupancy
Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$ 2000 .00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

NOTE: All City-owned property is sold "AS IS". The City is not responsible for clear title.

Andre C Price
Applicant's Signature

2/6/2013
Date

Stephan Dyke
Broker's Name



REQUEST FOR COUNCIL ACTION

To: Ron Wolkowicz, City Manager

Date: February 26, 2013

From: Mark Lloyd, Director
Planning, Building & Economic Development

Date for Council Consideration:
March 4, 2013

ACTION REQUESTED: Accept engineer's recommendation to select the low bidder and request City Council to enter into a contract with Pavex Corporation in the amount of \$407,511.20 for the construction of the Inkster Greenway Shared Use Path. Obtain City Council approval to sign and submit a Project Amendment for the Inkster Greenway Shared Use Path Phase 1.

Current Action _____ Emergency _____ Future _____

Funds Budgeted: If Yes ☒ Account # 266-740-812.002 No _____ N/A _____

Treasurer's Approval _____

BACKGROUND INFORMATION

In April, 2003, the Downtown Development Authority and the City administration worked with Wayne County Parks to develop the Inkster Greenway Project. This project includes a four phase trail system running the entire length of the City from east to west along the Lower Rouge River Park System. The initial planning effort resulted in the development of plans to install trails through the existing park system including Inkster Park, Colonial Park and the park land surrounding the Inkster Valley Golf Course.

In November, 2010 the city received approval of a Michigan Natural Resources Trust Fund grant that would cover costs of engineering and construction costs for the first phase of the project with an award amount of \$408,000.00 and a required City match of \$137,000.00. The estimated cost for Phase 1 is \$545,000.00. On June 6, 2011 City Council accepted the Development Project Agreement from the MDNR for the project. The Development Project Agreement was fully executed on February 1, 2012.

Per grant guidelines, the City of Inkster bid out the project as currently defined in the Project Agreement according to the following timeline of events. Bids were opened on August 21, 2012 with low bid amount \$966,997.50. Several factors are attributed to the costs exceeding the previously budgeted project cost. These additional costs were primarily due to contractor-defined constructability challenges between John Daly and Beech Daly Roads.

Project scope was amended to be within previously approved grant amount. The revised scope of work for Phase 1 is from the end of CSO Basin Drive to John Daly. John Daly to Beech Daly will be included in a future phase of work. The MDNR approved the revised project scope on September 24, 2012. Based on this scope change, a project amendment agreement has been prepared by the MDNR and requires acceptance by the City of Inkster.

The corresponding construction plans and specifications were revised and approved by MDNR on January 7, 2013. The project was rebid and bids were publicly opened on January 24, 2013. The low bidder was Pavex Corporation. The contractor's qualifications and references were checked and approved by the City's contract engineer, Giffels Webster.

SCOPE OF SERVICES

Construction of 2,625 lineal feet of a 10' wide asphalt shared use path in the Lower Rouge Parkway as depicted on the Inkster Greenway Shared Use Path Phase 1 construction documents and specifications. Other major improvements include a bridge over the Lower Rouge River, ADA parking at the end of the CSO Basin driveway and a paved connection to an existing oxbow bridge crossing the river. A signed project amendment agreement will be submitted by the City of Inkster to the MDNR for their final acceptance of the revised project scope.

JUSTIFICATION

Council must approve bid prior to contractor receiving notice to proceed and commencing with construction. A resolution to accept the project amendment will be submitted to MDNR to provide the City's acknowledgement of the approved bidder and amended project scope.

PROJECT OR IMPROVEMENT TASKS

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

1. Revitalize the Michigan Avenue Corridor and the area covered by the DDA.
2. Improve and promote the image of Inkster.

COSTS

Costs to perform the necessary construction work are based on contractor bid amount of \$407,511.20.

PROJECT TIME TABLE

Project construction will begin in March 2013 and will be complete in the fall of 2013.

RESOLUTION

1. Accept lowest bidder and enter into a contract with Pavex Corporation in the amount of \$407,511.20 per recommendations to construct the Inkster Greenway Shared Use Path Phase 1.
2. Accept terms and conditions of Michigan Natural Resources Trust Fund Development Project Agreement Amendment for TF10-027, Inkster Park Greenway Trail - Amendment No. 1 and authorize Director of Planning, Building and Economic Development to sign and submit the aforementioned Project Amendment to the MDNR for final execution.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



February 26, 2013

City of Inkster
Department of Planning, Building & Economic Development
26215 Trowbridge
Inkster, MI 48141

Attn: Mark Lloyd, Director of Planning, Building & Economic Development

Re: Inkster Greenway Share Use Path Phase 1
Bid Award Recommendation

Dear Mr. Lloyd,

On January 24, 2013, the City Clerk's office received and processed a total of nine bids for the above referenced project. The total bid amounts were recorded and a detailed bid tabulation was prepared, which is attached for your review. The low bidder for the Inkster Greenway Share Use Path Phase 1 project was Pavex Corporation with a total bid of \$407,511.20.

The contractor bid submittal, qualifications and references were reviewed and they meet the requirements necessary to perform the work outlined in the bid package. This project is within the original budget. Giffels Webster presents this information for your use in making a Contract Award determination for the bid. The contract award should be contingent on the City receiving all insurance, bonding, and other contractual requirements outlined in the bid documents.

Please review this information and feel free to contact me at (586) 781-8950 with any questions.

Respectfully,
GIFFELS WEBSTER

A handwritten signature in blue ink, appearing to read "Scott J. Chabot".

Scott J. Chabot, PE
Project Manager

Enc: Bid Tabulation – Inkster Greenway Share Use Path Phase 1

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INKSTER GREENWAY SHARED USE PATH PHASE 1 - CONSTRUCTION BASE BID			WARREN CONTRACTORS & DEVELOPMENT, INC.			WCI CONTRACTORS, INC.			DAVENPORT BROTHERS CONSTRUCTION CO., INC.			FLORENCE CEMENT COMPANY			PAVEY CORPORATION		
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION, MAX 3%	LS	1.0	\$12,500.00	\$12,500.00	\$12,400.00	\$12,400.00	\$11,893.00	\$11,893.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$9,254.80	\$9,254.80		
2	REIMBURSED PERMIT FEES	LS	1.0	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
3	TRAFFIC CONTROL DEVICES	LS	1.0	\$6,000.00	\$6,000.00	\$2,700.00	\$2,700.00	\$2,000.00	\$2,000.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$1,839.39	\$1,839.39		
4	EROSION CONTROL, SILT FENCE	LF	5,146.0	\$1.40	\$7,204.40	\$1.25	\$6,432.50	\$1.00	\$5,146.00	\$1.15	\$5,917.90	\$1.15	\$5,917.90	\$0.93	\$4,785.78		
5	CONSTRUCTION ACCESS DRIVE	EA	3.0	\$1,200.00	\$3,600.00	\$1,350.00	\$4,050.00	\$1,000.00	\$3,000.00	\$2,800.00	\$8,400.00	\$2,800.00	\$8,400.00	\$2,313.70	\$6,941.10		
6	SHARED USE PATH, GRADING	LF	2,444.0	\$15.00	\$36,660.00	\$5.60	\$13,686.40	\$14.00	\$34,216.00	\$20.00	\$48,880.00	\$20.00	\$48,880.00	\$18.19	\$44,456.36		
7	SIGN, TYPE III, REM	EA	2.0	\$100.00	\$200.00			\$25.00	\$50.00	\$50.00	\$100.00	\$50.00	\$100.00	\$98.62	\$197.24		
8	SIDEWALK, REM	SYD	10.0	\$11.00	\$110.00	\$50.00	\$500.00	\$13.50	\$135.00	\$10.00	\$100.00	\$10.00	\$100.00	\$28.92	\$289.20		
9	CLEARING	ACRE	1.82	\$7,800.00	\$14,196.00	\$8,960.00	\$16,307.20	\$10,000.00	\$18,200.00	\$6,900.00	\$12,598.00	\$6,900.00	\$12,598.00	\$5,847.81	\$10,643.01		
10	SUBGRADE UNDERCUTTING, TYPE II	CYD	1,000.0	\$14.00	\$14,000.00	\$35.50	\$35,500.00	\$26.00	\$26,000.00	\$33.50	\$33,500.00	\$33.50	\$33,500.00	\$46.28	\$46,280.00		
11	AGGREGATE BASE, 12 INCH	SYD	3,599.0	\$13.00	\$46,787.00	\$14.30	\$50,893.70	\$12.00	\$42,708.00	\$12.55	\$44,665.45	\$12.55	\$44,665.45	\$9.75	\$34,700.25		
12	MAINTENANCE GRAVEL, 1M	CYD	300.0	\$12.00	\$3,600.00	\$36.00	\$10,800.00	\$18.00	\$5,400.00	\$40.00	\$12,000.00	\$40.00	\$12,000.00	\$17.36	\$5,208.00		
13	SHARED USE PATH, HMA	TON	688.0	\$125.00	\$86,000.00	\$127.00	\$87,396.00	\$80.00	\$55,040.00	\$83.00	\$57,124.00	\$83.00	\$57,124.00	\$91.46	\$62,944.48		
14	NON-SELECTIVE WEED SPRAY UNDER ASPHALT	SFT	24,420.0	\$0.30	\$7,326.00	\$0.05	\$1,221.00	\$0.20	\$4,884.00	\$0.10	\$2,442.00	\$0.10	\$2,442.00	\$0.05	\$1,221.00		
15	SIGN, TYPE III A	FT	26.0	\$34.25	\$890.50	\$13.00	\$338.00	\$20.00	\$520.00	\$25.00	\$650.00	\$25.00	\$650.00	\$34.65	\$900.90		
16	POST, STEEL, 3 LB	FT	122.0	\$8.00	\$976.00	\$10.00	\$1,220.00	\$6.00	\$732.00	\$7.00	\$854.00	\$7.00	\$854.00	\$8.04	\$980.88		
17	PAYT MRKG, ONLY COLD PLASTIC, 18 INCH, STOP BAR	LF	15.0	\$48.00	\$720.00	\$34.00	\$510.00	\$45.00	\$675.00	\$50.00	\$750.00	\$50.00	\$750.00	\$50.00	\$750.00		
18	STRUCTURAL GEOGRID, SPECIAL	SYD	300.0	\$3.65	\$1,095.00	\$3.30	\$990.00	\$4.50	\$1,350.00	\$2.90	\$870.00	\$2.90	\$870.00	\$5.79	\$1,737.00		
19	PEDESTRIAN BRIDGE, FURNISHED	LS	1.0	\$73,000.00	\$73,000.00	\$74,400.00	\$74,400.00	\$78,087.00	\$78,087.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$74,188.79	\$74,188.79		
20	PEDESTRIAN BRIDGE, INSTALLED	LS	1.0	\$45,000.00	\$45,000.00	\$65,200.00	\$65,200.00	\$90,000.00	\$90,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$59,397.78	\$59,397.78		
21	BOLLARD	EA	3.0	\$800.00	\$2,400.00	\$560.00	\$1,680.00	\$268.00	\$804.00	\$550.00	\$1,650.00	\$550.00	\$1,650.00	\$434.27	\$1,302.81		
22	MILEAGE MARKERS	EA	2.0	\$600.00	\$1,200.00	\$110.00	\$220.00	\$400.00	\$800.00	\$75.00	\$150.00	\$75.00	\$150.00	\$347.06	\$694.12		
23	PROJECT SIGNAGE	EA	3.0	\$1,100.00	\$3,300.00	\$900.00	\$2,700.00	\$1,000.00	\$3,000.00	\$550.00	\$1,650.00	\$550.00	\$1,650.00	\$578.43	\$1,735.29		
24	BENCH	EA	2.0	\$2,100.00	\$4,200.00	\$1,930.00	\$3,860.00	\$1,650.00	\$3,300.00	\$2,100.00	\$4,200.00	\$2,100.00	\$4,200.00	\$1,093.22	\$2,186.44		
25	TRASH RECEPTACLE	EA	2.0	\$1,400.00	\$2,800.00	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00	\$1,800.00	\$3,600.00	\$1,800.00	\$3,600.00	\$1,203.13	\$2,406.26		
26	CONSTRUCTION STAKING	LS	1.0	\$5,000.00	\$5,000.00	\$6,100.00	\$6,100.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,519.52	\$7,519.52		
27	INSPECTION	UNIT	UNIT PRICE	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
		DAYS	\$560.00	60	\$33,600.00	30	\$16,800.00	40	\$22,400.00	51	\$28,700.00	30	\$16,800.00				
	TOTAL CONSTRUCTION COST				\$419,344.90		\$426,400.80		\$425,240.00		\$434,281.35		\$434,281.35				



NOTIFICATION OF CONTRACTOR/VENDOR SELECTION AND BID TABULATION APPROVAL

This information is required by Authority of Act 299, P.A. 1980 as amended, for reimbursement of project costs.

GRANTEE: <u>City of Inkster</u>	PROJECT NO: <u>TF10-027</u>	PROJECT NAME: <u>Inkster Park Greenway Trail</u>
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COMPLETE SECTIONS A. AND B. BELOW, AS APPLICABLE TO YOUR PROJECT

SECTION A

I propose to award contracts to the following contractors, after DNRE concurrence with this proposed selection and in accordance with the procedures specified in the *Development Project Procedures booklet* (IC1912).
Attached is a copy of the bid or quote tabulation.

Contractor/Vendor	Contract Amount	Project Scope Item	Proposed Award Date
1. <u>Pavex Corporation</u>	<u>\$ 407,511.20</u>	<u>All</u>	<u>3/4/2013</u>
2.	\$		
3.	\$		
4.	\$		

SECTION B

Please check all that apply:

Fewer than three bids or quotes were received; attached to this Notification is written justification for the recommended award of the contract to the lowest bidder, including a description of the efforts taken to advertise for bids or solicit quotes.

I propose to award the bid to the second lowest bidder, upon concurrence by the DNRE; attached to this Notification is written justification for rejecting the lowest bid.

CERTIFICATION

I hereby certify that the contractor(s)/vendor(s) listed in A. above was chosen for selection according to the procedures outlined in the *Development Project Procedures booklet* and the *Project Agreement*. In accordance with those procedures, I have reviewed the qualifications of the recommended bidder, have accurately calculated the total bid price, and assert that the bidding was conducted as put forth in the specifications and bid documents approved earlier. Further documentation of the contractor selection process will be provided upon request.

[Signature]
Grantee's Signature (REQUIRED)

2/15/13
Date

Return this completed notification along with all required attachments to:

Grants Management
Michigan Department of Natural Resources & Environment
Po Box 30425
Lansing MI 48909-7925

Upon concurrence by DNRE,
a copy of this approved
notification will be returned
to the Grantee

FOR DNR USE ONLY:

The Michigan Department of Natural Resources & Environment concurs with your recommendation to award the contract to the bidder(s) as specified in A. above

[Signature]
DNR Grant Coordinator

February 20, 2013
Date



RICK SNYDER
GOVERNOR

Rev'd 2/25/13
Planning
STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

February 21, 2013

Mr. Mark D. Lloyd, Director
Community Development
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Dear Mr. Lloyd:

SUBJECT: TF10-027, Inkster Park Greenway Trail

Enclosed please find two copies of Amendment No. 1 to your Michigan Natural Resources Trust Fund (MNRTF) Project Agreement.

Please complete both copies of the Amendment, including original signatures and return both copies to this office **March 14, 2013**. We will sign the copies and return one fully-executed document to you for your files. Please note on Page 2 of the amendment that a resolution may not be required to execute this amendment unless required by local regulation.

If you have any questions, please feel free to contact me. Our address is: **Grants Management, Department of Natural Resources, P.O. Box 30425, Lansing, MI 48909-7925.**

Sincerely,

Jule E. Stafford, Grant Coordinator
Grants Management
517-335-3036
staffordj@michigan.gov

JES:lh
Enclosures (PR1954)



**MICHIGAN NATURAL RESOURCES TRUST FUND
DEVELOPMENT PROJECT AGREEMENT AMENDMENT**

Project Title: Inkster Park Greenway Trail

Project Number: TF 10-027

Amendment Number: 1

This is an amendment to the Agreement entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the **CITY OF INKSTER** IN THE COUNTY OF **WAYNE** ("GRANTEE") for the Michigan Natural Resources Trust Fund development grant number **TF 10-027**. The purpose of this amendment is to:

extend the end date of the project period from May 1, 2013 to November 1, 2013, and change the project facilities by deleting the trail from Beech Daly Road to John Daly Road and adding 3 parking spaces at the CSO Basin Drive, as further explained in correspondence from the GRANTEE to the DEPARTMENT dated January 4, 2013.

A. The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

Paragraphs 2, 5, and 9(c) will be amended to read as follows:

2. The time period allowed for project completion is May 1, 2011 through November 1, 2013, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to the Agreement.

5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C and correspondence from the City of Inkster to the Department dated January 4, 2013.

1. Site work, landscaping, erosion control
2. Trail
3. Bridge
4. Signage
5. Site amenities
6. 3 ADA parking spaces at CSO basin

9. To be eligible for reimbursement, the GRANTEE shall comply with the reporting requirements of the DEPARTMENT. At a minimum, the GRANTEE shall:

- c. Submit a complete final reimbursement request within 90 days of project completion and no later than February 1, 2014. If the GRANTEE fails to submit a complete final request for reimbursement by February 1, 2014, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate the Agreement and require full repayment of grant funds by the GRANTEE.

- B. All other provisions of the Agreement shall be continued in full force and effect.
- C. The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.
- D. This amendment modifies an Agreement which was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement. It is the sole responsibility of the GRANTEE to determine if its laws, policies or procedures require approval by its governing body before execution of this amendment by the GRANTEE. By signature of this amendment the GRANTEE certifies that:
1. Approval of the amendment by its governing body is not required, or
 2. The amendment has been approved by resolution (true copy attached) of the

_____	,	_____	meeting of the	_____
(date)		(special or regular)		(name of approving body)

GRANTEE	
<u>SIGNED:</u>	<u>WITNESSED:</u>
By: _____	By: _____
Title: _____	By: _____
Date: _____	

MICHIGAN DEPARTMENT OF NATURAL RESOURCES	
<u>SIGNED:</u>	<u>WITNESSED:</u>
By: _____ Steven J. DeBrabander, Manager Grants Management	By: _____
EFFECTIVE DATE: _____	By: _____