

1. Agenda

Documents: [08-19 13 AGENDA.PDF](#)

2. Packet

Documents: [08-19 13 PACKET.PDF](#)



INKSTER CITY COUNCIL AGENDA

August 19, 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

MARK STUHLBREHER
INTERIM 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

August 19, 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. August 5, 2013 Regular Council Meeting Minutes. **Pg. 1**

6. Boards and Commissions

- A. Update of current list of appointments to Boards & Commissions. **Pg. 5**

7. Previous Business

8. Ordinance(s)

- A. First Reading(s)
- B. Second Reading(s)

9. New Business

- A. Discussion/Action: (Mark Lloyd) Consider an approval of offer to purchase (Case # LD13 -13) vacant residential land which is located on the east side of Spring Hill between Carlisle and Andover and is legally described as Lot 463, Dearborn Acres Sub No. 2 T2S, R9E, L33, P79 WCR (Property ID #009-02-0463-000) in the amount of \$200 to Shawn L. Hayes. **Pg. 12**
- B. Discussion/Action: (Mark Lloyd) Consider approval and acceptance of grant funding in the amount of \$21, 500 from Wayne County for the Inkster Greenway project. **Pg. 17**

- C. Discussion/Action: (Mark Lloyd) Consider approval of a Special Conditions Use (SCU 12-06) and Site Plan (SP12-07) applications for a Child Care Center located at 1352 Inkster Road as recommended by the Planning Commission. **Pg. 58**
- D. Discussion/Action: (Mark Lloyd) Consider approval of a Special Conditions Use (SCU 13-06) and Site Plan (SP13-06) for development of a 12-unit apartment building to house veterans at 3651 Middlebelt between Beech and Carlyle in the RM Restricted Multiple Dwelling District as recommended by the Planning Commission. **Pg. 67**
- E. Discussion/Action: (Felicia Rutledge) Consider approval of a street closure on Andover Street (between Moore and Williams) August 24, 2013 from 11:00 a.m. to 4:00 p.m. for a back to school rally for High Praise Cathedral of Faith. **Pg. 89**

10. Public Participation

11. Mayor and Council Communication

12. City Clerk

13. City Manager

14. Closed Session

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Felicia Rutledge
City Clerk



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15. Adjournment

Felicia Rutledge
City Clerk

August 5, 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, August 5, 2013

Prior to the Regular Council Meeting: City Council discussed the agenda.

Moved by Councilmember Williams, Seconded by Councilmember Canty that Council convenes into a Closed Executive Session at 7:10 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 6
NAYS: 0
ABSENT: (Moner)

Moved by Councilmember Canty, Seconded by Councilmember Williams to adjourn the Closed Executive Session at 8:00 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Hampton called the meeting to order at 8:04 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 @ 9:00 p.m.	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

***A Quorum was present**

Approval of Agenda

Moved by Councilmember Williams, Seconded by Councilmember Canty to approve the agenda as amended with added item "D" under presentations.
Resolution 08-13-122R - Motion carried.

Presentations/Discussion

- A. 11th District Legislative Update - State Representative David Knezek.
- B. Inkster Family Literacy Movement-Tany Upthegrove.
- C. Proclamation honoring Ron Wolkowicz-Mayor Hampton & City Council.
- D. Inkster Library-Michael Wells

Public Hearings (N/A)

Consent Agenda

- A. July 15, 2013 Regular Council Meeting Minutes.
- B. July 25, 2013 Special Council Meeting Minutes.
- C. Allen Brother's and Attorney's PLLC, Invoice. \$ 24,785.75.

Moved by Councilmember Canty, Seconded by Mayor Pro-Tem Hendricks to approve the consent agenda.

Resolution 08-13-123R- Motion carried unanimously.

Boards and Commission

- Motion to appoint Richard Wooten to Board & Commissions

Moved by Councilmember Canty, Seconded by Councilmember Shaw to appoint Richard Wooten to the Planning Commission.

Resolution 08-13-124R-Motion carried.

Roll Call Vote

Mayor Pro-Tem Hendricks	Yes	Councilmember Shaw	Nay
Councilmember Canty	Yes	Councilmember Williams	Nay
Councilmember Moner	Yes	Councilmember Howard	Nay
Mayor Hampton	Yes		

Previous Business

Ordinance(s)

New Business

- A. Discussion/Action: (Mark Lloyd) Consider an approval of offer to purchase (Case # LD13-12) vacant land (4 parcels) which are located on the east side of Inkster Road between Stanford and Colgate and are legally described as Lots 1401, 1402, 1403, and 1404, Watsonia Park Sub No. 2 T2S, R10E, L55, P9 WCR (Property ID #025-02-1401-000, 025-02-1402-000, 025-02-1403-000 and 025-02-1404-000) in the amount of \$800 to Delores Letbetter.

Moved by Councilmember Moner, Seconded by Councilmember Williams to approve the purchase of four vacant parcels.

Resolution 08-13-125R- Motion carried.

Nay: (Hendricks)

- B. Discussion/Action: (Mark Lloyd) Consider authorizing the Department of Planning, Building and Economic Development to utilize the contracted services of Giffels Webster to prepare grant applications and secure all available Stormwater, Asset Management, and Wastewater (SAW) grant funds for the City including administering the applicable studies, preparing rehabilitation and asset management plans, and applying for infrastructure rehabilitation funds. This work is free of charge pending grant funding.

Moved by Councilmember Moner, Seconded by Councilmember Canty to approve the use of Giffels Webster to prepare a grant application. Resolution 08-13-126R-Motion carried unanimously.

Public Participation

- **Larry Smith**-Discussed an investigation with food and had concerns with loud booming sounds coming from cars.
- **Larry Bonereck**-Stated he hears loud booming sounds coming from cars. He thanked Representative Knezek for coming out and speaking to residents. Furthermore he said that the Mexican Restaurant on Inkster Road closed.
- **Dorothy Gardner**-Asked were new election registration cards going to be sent to residents. She said since the solvency of the Inkster School District, the Teen Health center has been closed. She said the Teen Health center had just received a grant for new equipment. She asked that City Council act quickly on the fire truck grant.
- **Josh Cassin**-Stated due to the Inkster Public School solvency, he is with a non-profit Charter School group that will be hosting an informational session at the Inkster Recreation complex. For Inkster parents. They will be discussing the difference between charter and public schools.
- **Arthur Hudgens**- Stated that some fumes from a local plant were being released. He said the fumes had a natural gas smell and the fire department came out. In addition, he asked that City Council pay attention to the shootings and killings that are going on in the city. He said he hopes that an innocent person does not get hurt.
- **Willie Johnson**-Stated that four vacant land parcels being sold for \$800.00 was an insult to the city. He said that the hole on Durham needs to be closed up.
- **George Williams**-Asked to be provided with a letter from the Treasurer that was sent to the State of Michigan in regards to the tax dollars for the Inkster Public School District to go to the State of Michigan.
- **Michael Wells**-Requested copies of several Boards and Commission minutes.

Mayor and Council Communications

- **Councilman Canty**- Discussed the Inkster Task force working with Inkster Public schools about keeping trophies and other historical paraphernalia. In addition he discussed the shootings that have taken place in the city. He asked that leadership start taking a role in looking at ways to abate these issues. Furthermore, he said he is concerned about the CSO Basins and wonders if the City of Inkster is taking on too much of a role with the maintenance. He said maybe other cities should do more of a part.
- **Mayor Pro-Tem Hendricks**- Suggested that the Old City Hall be a storing place for the trophies and other Inkster Public Schools paraphernalia if the conditions are right. He would also like to have a meeting to discuss the city finances.
- **Councilman Shaw**-Asked management how are we doing with the payment of the cities creditors. In addition he asked the impact of dissolving the Inkster Public School District.
- **Mayor Hampton**-Directed city management to look into the budget and get creative on finding alternatives to bringing back more Police Officers. In addition he stated that he is one vote on City

Council and he is becoming weary with him being the focus of everything that has gone on in the city. He said that each individual City Council person is responsible for everything that goes on in the city. He said that unless we diverse the tax base in the city, the city will always fall short. He said the city will have to grow its way out of this deficit. He asked that City Council be creative, consistent and responsible. Furthermore, he said that the Charter needed to be updated.

City Clerk

- Discussed the Baylor Woodson polling location having to be moved because of the dissolving of the Inkster Public School District.

City Manager

- Thanked Ron Wolkowicz for his years of service.

Closed Session

Adjournment

There being no further business to come before Council, on motion duly made by Council Member Moner, Seconded by Councilmember Williams and carried, the Regular Council meeting of August 5, 2013 was adjourned at 11:25 p.m.



Felicia Rutledge, City Clerk
City of Inkster

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. 01/18/15
Audrey Jean Searcy		Exp. 06/02/14
Doris Horne		Exp. 09/07/14
Theola Jones		Exp. 11/15/14
Henry Wade		Exp. 03/07/15
Dorothy M. Moore		Exp. 11/15/15
Nellene Moore		Exp. 08/16/14
Dorothy Gardner		Exp. 06/16/14
Chuck Coleman		Exp. 04/04/15
Gabe Henderson		Exp. 04/04/15

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment	3 Members	Charter Provision and State Law
Anteua Robinson		Clerk of the Board – Non Voting
Gloria Brown		Exp. 12/31/14
Ned Sanders (Alternate)		Exp. 05/02/14
Dante Williams		Exp. 03/19/14
Celeste McDuffie		Exp. 03/19/14

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
Elcfernack M. Lotman	Exp. 06/14*
Epson Johnson	Exp. 06/14*
Patricia Morgan	Exp. 06/14*
LeVania Henderson	Exp. 06/18/14
DeShandra Motley	Exp. 6/17/15
Denise Motley	Exp. 06/17/15

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

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 Schoiaek 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	Exp. 01/18/14
Lewis Gregory (Treasurer)	Exp. 09/20/14
Vacant	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 (Secretary)	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
Dennis Weislo	EXP. 06/07/19
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)

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. 12/20/14

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) (Vice Chairman)	Exp. 10/15
Robert Thomas (Secretary)	Exp. 10/15
Emmereal Wells	Exp. 01/15
James Garrett	Exp. 02/14
Edward Manier	Exp. 06/13
Sam Brown (Chairman)	Exp. 10/14
Richard Wooten	Exp. 08/16

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. 07/01/16
Roosevelt Stubbs	Dist. 4	Exp. 05/16/14
Vanola Williams	Dist. 5	Exp. 08/20/11
Norma McDaniel (S)	Dist. 6	Exp. 10/19/15
Lawrence Chastang PC Rep. (C)		Exp. 08/15/12

Nankin Transit

[Meetings: Third Thursday of each month at 5:30 p.m., Westland City Hall]

Michael Canty, Council Appointee
Denise Champagne

Exp. Tenure

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
Dennis Weislow	Exp. 06/07/19
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: Mark Stuhldreher, Interim City Manager

Date: August 12, 2013

From: Mark D. Lloyd, Director
Community Development

Date for Council Consideration: August 19, 2013

ACTION REQUESTED: Consider approval of offer to purchase (Case # LD13 -13) vacant residential land which is located on the east side of Spring Hill between Carlisle and Andover and is legally described as Lot 463, Dearborn Acres Sub No. 2 T2S, R9E, L33, P79 WCR (Property ID #009-02-0463-000) in the amount of \$200 to Shawn L. Hayes.

Current Action X Emergency Future

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

Treasurer's Approval ADS N/A

BACKGROUND INFORMATION

Shawn Hayes has made application to purchase one (1) lot which is located on the east side of Spring Hill between Carlisle and Andover and legally described as Lot 463, Dearborn Acres No. 2 T2S, R9E, L33, P79 WCR (Property ID #009-02-0463-000). The property location is situated midway in the block between Carlisle and Andover (see attached map). The proposed use for the lot is for a garden. Mr. Hayes' request to purchase the adjacent lot (Lot # 0464) for \$250 was approved at the Council Meeting on August 5, 2013. He was unable to purchase both lots at the same time. Both lots will be used for a garden.

City Reviews

- Code Enforcement: No violations at current property address.
- Planning Division: Approves the proposed use of the property and recommends its sell subject to the applicant entering into a purchase agreement with the City of Inkster.
- Collection Department: No water/taxes are owed on current property.

SCOPE OF SERVICES

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

JUSTIFICATION

The parcel is located in the R-1(B) zoning district. This district requires 60 feet of frontage for a "buildable" lot. This parcel is 35 feet wide which means it is "non-buildable". Therefore the reduced value of the offer is justified.

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 applicant has deposited \$150 for the lot and is offering the total purchase price of \$200. Staff is recommending the property be sold for \$200 due to the lot being non-buildable".

RESOLUTION

Authorization is hereby given for the sale of vacant residential land which is located on the west side of Spring Hill between Carlisle and Andover and legally described as Lot 463, Dearborn Acres Sub NO. 2 T2S, R9E, L33, P79 WCR (Property ID #009-02-0463-000) in the amount of \$050 to Shawn L. Hayes subject to the following conditions:

- Complete closing on the property within 30 days by paying the balance of the price of sale (\$50), paying the cost of recording the deed (\$18), entering into a purchase agreement, and executing a property transfer affidavit.

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 7/29/13
Date Received 7/29/13
Case # LD 13-13

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name SHAWN LORENZO HAYES

Applicant's Address 26932 HOPKINS ST

Applicant's Phone Number: 313 653 9964

Proposed Owner's Name (as indicated on deed): SHAWN LORENZO HAYES

PROPERTY INFORMATION -- Purchase Offer \$ 200.00

Property Location: on EAST side of Spring Hill Street/Avenue

Between PARADE Street/Avenue and ANDOVER Street/Avenue

Tax ID, Legal Description, and Address if Structure 44009070463000

36.1463 LOT 463 DEARBORN ACRES SUB
NO. 2 T7S R9E L33 P79 WCR

Parcel Size: 35X111 (Width) 35 X (Length) 111 Current Zoning Residential

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

RI-B

Summary of Proposed Use: Garden
Use additional sheets as needed

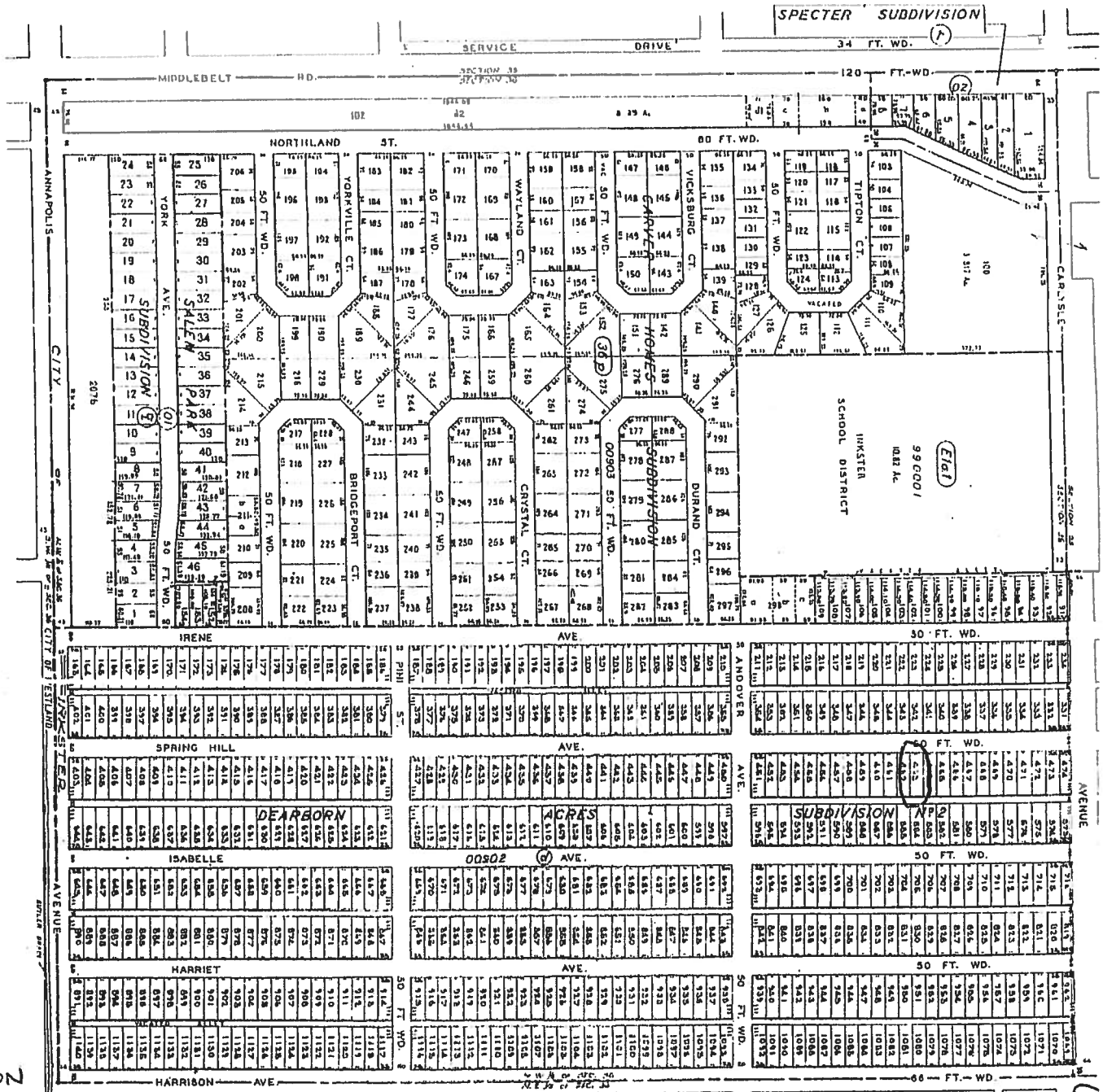
I understand and accept as evidenced by the good-faith deposit of \$ 150.00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer 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.

Shawn Lorenzo Hayes
Applicant's Signature

07-29-13
Date

Stephanie Zylke
Broker's Name



HARRISON

PINE ST.

ANDOVER

CARLISLE

N.W. 1/4 SECTION 36
T. 2 S. R. 9 E.
WAYNE COUNTY, MICHIGAN

SCALE 1 INCH = 200 FEET

DEPARTMENT of MANAGEMENT and BUDGET
ASSESSMENT and EQUALIZATION DIVISION

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ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE COUNTY OF WAYNE. A COPY OF THIS MAP MAY BE OBTAINED FROM THE COUNTY CLERK'S OFFICE, 1000 W. WABASH AVE., DETROIT, MI 48226. FOR FURTHER INFORMATION, CONTACT THE COUNTY CLERK'S OFFICE.



CROSS ST = ANDOVER

The lot is right next
to 3773 Springhill
Inkster Michigan 48141

Buysse, Shanna L & Jayes

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager

Date: August 8, 2013

From: Mark D. Lloyd, Director
Community Development

Date for Council Consideration: August 19, 2013

ACTION REQUESTED: Consider approval and acceptance of grant funding in the amount of \$21,500.00 from Wayne County for the Inkster Greenway project.

Current Action ☒ Emergency ☐ Future ☐

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

Treasurer's Approval  N/A ☐

BACKGROUND INFORMATION

On July 15, 2013, the Director of Community Development submitted necessary application materials to receive funding from Wayne County Parks for the City of Inkster Greenway project. On July 29, 2013, we were notified that we received funding in the amount of \$21,500.00. Attached is a copy of the agreement. Honorable County Commissioner Richard LeBlanc was instrumental in securing the grant for the City.

SCOPE OF SERVICES

Approval and execution of an agreement to accept the above-noted funding from Wayne County for the City of Inkster Greenway project.

JUSTIFICATION

The Inkster Greenway project is a 4.5 mile, 10-foot wide, paved, multi-use trail system located along the Lower Rouge River. The project has been divided into four (4) separate phases with Phase I currently under construction. Total project costs are expected to be approximately \$2.5 million with funding having been secured for Phases I & II from MDNR and MDOT in the amount of approximately \$1.3 million. All funding from this grant will go towards construction of the project.

PROJECT OR IMPROVEMENT TASK

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

1. Improve and promote the image of Inkster.

COST

There are no costs for accepting the proposed grant funding. All proceeds from the grant will go towards eligible costs for the project.

RESOLUTION

Approve the agreement between the County of Wayne and the City of Inkster in the amount of \$21,500.00 for development of the City of Inkster Greenway project and to authorize the Mayor to execute the contract on behalf of the City.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



ROBERT A. FICANO
COUNTY EXECUTIVE

Zenna Elhasan
Corporation Counsel
Harnetha Jarrett
Deputy Corporation Counsel

Nancy M. Rade
Assistant Corporation Counsel
313-224-5404 (phone)
313-967-2544 (fax)
nrade@co.wayne.mi.us

July 29, 2013

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

RE: IGA between County of Wayne and City of Inkster
For Inkster Greenway Project

Dear Mr. Lloyd:

The County is pleased to participate in the Inkster Greenway Project with the City of Inkster. The County is granting up to \$21,500 for this project. Enclosed for your review is the proposed agreement for the above-mentioned agreement. Please review, and if satisfactory, please sign and return three originals to my attention.

Once we have all the signed and completed documents, we will process for approval by the County Commission, and a fully executed copy will be returned to you.

If you have any questions, please feel free to call me at 313.224.5404.

Very truly yours,


Nancy M. Rade
Assistant Corporation Counsel

Email: Lawrence Hemingway, Director of Parks, WCDPS (w/encls.)
Jessica Mistak, Parks Division, WCDPS (w/encls.)

NMR/dj
Enclosures
#291259

DEPARTMENT OF CORPORATION COUNSEL
500 GRISWOLD STREET, 11TH FLOOR
DETROIT, MICHIGAN 48226

AGREEMENT
between
THE COUNTY OF WAYNE
and
THE CITY OF INKSTER
for
Inkster Greenway Project

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EXHIBIT A LEGAL DESCRIPTION
EXHIBIT B PROJECT DESCRIPTION
EXHIBIT C SIGNAGE SPECIFICATIONS

THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the City of Inkster, a Michigan municipal corporation (hereinafter "CITY").

1. PURPOSE

1.01 The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the residents of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the "Project") at the Inkster Greenway, a 4.5 mile trail system along the Lower Rouge River, located in the City of Inkster (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the locations described in Exhibit A attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of Inkster or his/her designee, in creation of the Project under the limitations indicated in Sections 4 and 5.

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of a resolution by the Inkster City Council and the Wayne County Commission and upon obtaining signatures from the Mayor of City and the Wayne County Chief Executive Officer, whichever occurs last.

3.02 The Agreement shall remain in full force and effect during the Project, unless terminated before such time under the terms and conditions indicated in this Agreement.

3.03 If City fails to complete the Project within two years of the effective date, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will fund construction of the recreational Project described in Exhibit B attached hereto and made a part hereof. The funding provided by the County for the recreational Project shall not exceed TWENTY-ONE THOUSAND, FIVE HUNDRED Dollars (\$21,500.00).

5. CITY'S COVENANTS

5.01 Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 City warrants that it is the legal owner with good, valid, and clear title to each Site described in Exhibit A.

City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in Exhibit A.

5.03 City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

5.05 City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 City shall operate and maintain each of the Parks, Playlots and Playgrounds identified in Sections 2.01 and 4.01 for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate each Site as a recreational facility for no less than five (5) years after the Project is completed.

5.08 City will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in Exhibit C attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

5.09 City agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days' prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon 30 days' written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by City, not to exceed the amount stated in Section 4.01.

6.03 City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

7. DATA TO BE FURNISHED

7.01 City must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date City receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

7.04 City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 City must inform the County as soon as the following types of conditions become known:

1. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
2. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
3. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.01 All insurance secured by City or any contractors, subcontractors, consultants or agents performing work related to this Agreement must be effected under valid and enforceable policies, issued by recognized, responsible insurers, licensed to do business in the State of Michigan and which are well-rated by national rating organizations.

10.02 City, at its expense, or any contractors, subcontractors, consultants or agents retained by City, at their own expense, shall maintain during the construction of the Project and during the time each Site is operational and open to the public, Commercial General Liability Insurance with minimum limits for bodily injury of \$2 Million Dollars per occurrence and \$4 Million Dollars aggregate and with minimum limits for property damage of \$2 Million Dollars per occurrence and \$2 Million Dollars aggregate.

10.03 City, at its expense, or any contractors, subcontractors, consultants or agents retained by City, at their own expense, shall maintain during the construction of the Project, Workers Compensation coverage that meets Michigan statutory requirements and employer's liability insurance with at least \$500,000 limits.

10.04 City, at its expense, or any contractors, subcontractors, consultants or agents retained by City, at their own expense, shall maintain during the construction of the Project, Automobile Liability Insurance, including coverage on hired and owned vehicles, with minimum limits for bodily injury and property damage of \$1,000,000 each accident.

10.05 If, during the term of this Agreement, changed conditions or other pertinent factors, should in the reasonable judgment of the County render inadequate the insurance limits, City will furnish on demand such additional coverage as may reasonably be required and available under the circumstances.

10.06 Insurance policies must name City as insured, name the County as an additional insured and loss payee, and must not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from City to the County. Prior to execution of this Agreement by the parties, certificates evidencing such insurance must be submitted by City to

the County's Risk Management Division located at 500 Griswold, 20th Floor, Inkster, Michigan 48226, and at least fifteen (15) days prior to the expiration dates of expiring policies.

10.07 Failure to comply with provisions contained in this Article may be deemed as a material breach of this Agreement.

11. HOLD HARMLESS

11.01 City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or its agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 City warrants to the County that City will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If

the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

1. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
2. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
3. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;

4. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
5. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

1. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
2. Containing gasoline, oil, diesel, fuel, or other petroleum products;
3. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
4. Containing polychlorinated biphenyl;
5. Containing asbestos;
6. Which is radioactive;
7. The presence of which requires investigation or remediation under any governmental regulation; or
8. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 City must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Inkster City Council and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).

- F. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of

application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.

13. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 City agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 City acknowledges the right of the Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with 1976 P.A. 453, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 City and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to City:

Director of Community Development
26215 Trowbridge St.
Inkster, MI 48141

If to the County:

Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and

Director of Administration
Wayne County Department of Public Services
400 Monroe, Suite 300
Inkster, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any

matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved and executed by the Charter County of Wayne and the City of Trenton, as evidenced by the attached Resolutions adopted by the Inkster City Council and the Wayne County Commission. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

24.03 This Agreement is effective only upon review and approval by the Wayne County Commission, the Wayne County Chief Executive Officer, the Mayor for the City of Inkster and the Inkster City Council, whichever occurs last.

25. SIGNATURE

25.01 The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGES]

WITNESSES

County Commission approved and
execution authorized by Resolution

No. _____

Date: _____

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Robert A. Ficano, on behalf
of the Charter County of Wayne.

INKSTER GREENWAY-INKSTER

COUNTY OF WAYNE

By: _____

Robert A. Ficano

Its: Chief Executive Officer

Date: _____

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

EXHIBIT A
LEGAL DESCRIPTION

RESOLUTION

No. 2011-532

By Commissioner Gebhardt and Co-sponsored by Commissioner Varga

RESOLVED, by the Wayne County Commission this 20th day of October, 2011 that approval be, and is hereby, granted authorizing a twenty-year Park Land Lease Agreement with a twenty-year option to renew between the Charter County of Wayne and the City of Inkster to lease premises to the City of Inkster to allow for the construction, maintenance, operation, and improvement of a permanent, year round signed and surfaced greenway trail for the benefit of the general public for recreation, transportation and education as ~~recommended by the Chief Executive Officer; and be it further~~

RESOLVED, that the term of the contract is from October 20, 2011 through October 19, 2031.

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned contract on behalf of the Charter County of Wayne.

[Contract on File]

(2011-60-027)



Robert A. Ficano
County Executive

August 17, 2011

Honorable Gary Woronchak, Chairman
Wayne County Commission
500 Griswold 7th Floor
Detroit, MI 48226

~~RE: Proposed Park Land Lease Agreement between the City of Inkster and the~~
County of Wayne.
(REF: 11-60-027)

Dear Chairman Woronchak:

The County Executive's Office, Corporation Counsel, the Chief Financial Officer and the Department of Management and Budget have reviewed and approved the attached Lease Agreement submitted by the Department of Public Services Parks Division.

Wayne County (Landlord) will lease Premises (Exhibit B) to Tenant (City of Inkster) for 20 years with an option to renew for 20 additional years beginning on the effective date of this IGA. Attached are three (3) white cornered copies of the above referenced agreement along with DAF 11-60-027.

It is therefore requested that the Wayne County Commission adopt the appropriate resolution between the County of Wayne and the City of Inkster for the above-referenced Lease Agreement. A "certified" resolution is required for this matter.

Approved:

Hassan A. Saab
Hassan A. Saab, Director
Department of Public Services

Approved for Submission
To the Commission:

Robert A. Ficano
Robert A. Ficano
Wayne County Executive

DEPARTMENT OF PUBLIC SERVICES • ADMINISTRATION DIVISION
400 MONROE, 3RD FLOOR • DETROIT, MICHIGAN 48226 • (313) 224-7373 • FAX (313) 224-2609

DOCUMENT APPROVAL FORM

Primary Control Number <u>11-60-027</u>		Commission Approval Required ☒ YES ☐ NO	
Related Control Number		Department Code <u>60</u>	
Document Code		Requesting Contact Person and Department <u>Daisy Tinsley</u>	
Individual or Organization <u>City of Inkster</u>		Phone Number <u>224-5257</u>	
Address <u>26215 Trowbridge</u>		City <u>Inkster</u>	State <u>MI</u>
		Zip <u>48141</u>	
Description <u>Proposed Park Land Lease Agreement between the City of Inkster and the County of Wayne</u>			
Fund <u>208</u>	Business Unit <u>44935</u>	Object	Subsidiary
			Subledger/Type
			Amount <u>0</u>

General Funding Source ☒ YES ☐ NO

State Funding Source ☐ YES ☐ NO

Local Funding Source ☐ YES ☐ NO

Budget Adjustment Required ☐ Y ☒ N	Budget Adjustment Number	Matching Funds ☐ Y ☒ N	Match %	Match \$
Begin Date <u>Upon Approval</u>	Ending Date <u>20 years upon approval</u>	Fiscal Year Amount <u>0</u>		

(Check X only required signatures)

TOTAL APPROVALS REQUIRED ARE:

Approved as to form: ☒

☒ Hassan A. Sade 08/17/11
Department Authorization Date

☒ [Signature] 8.19.11
Corporation Counsel Date

☒ [Signature] 8/24/11
Budget Date

☐ _____
Personnel and Human Resources Date

☐ _____
Grants and Contracts Date

☒ [Signature] 9/1/11
Chief Financial Officer Date
8.30.2011

CEO AUTHORIZATION

ROBERT A FICANO Wayne County Executive

9-1-11
Date Approved

WAYNE COUNTY COMMISSION

Res:
Date:

PARK LAND LEASE AGREEMENT

THIS LEASE made this 1st day of August, 2011 by and between the County of Wayne, Michigan, a body corporate and home rule charter county, acting through its Department of Public Services, Parks Division (hereinafter "Landlord"), and the City of Inkster, a Michigan municipal corporation, whose address is 26215 Trowbridge Street, Inkster, Michigan 48141 (hereinafter "Tenant").

IN WITNESS HEREOF, in consideration of the mutual covenants and agreements to be performed by each party hereto, Landlord hereby grants to Tenant, and Tenant hereby accepts this Lease for the Premises, upon the terms and conditions hereinafter set forth.

1. DESCRIPTION

1.1 Landlord leases to Tenant the Premises, located in the City of Inkster, County of Wayne, Michigan. ~~The legal description of which is identified in Exhibit A, attached hereto and~~ incorporated by reference (hereinafter the "Premises").

2. LEASE PURPOSE

2.1 Tenant covenants that the purpose of this Lease is to allow Tenant to construct, maintain, operate, and improve a permanent, year-round signed and surfaced greenway trail (hereinafter the "Trail") for the benefit of the general public for recreation, transportation, and education.

3. USE OF PREMISES

3.1 Tenant hereby acknowledges that the use and occupancy of the Premises shall be subject to applicable Federal and State law, and local ordinances, and confined to the following specific uses:

- a. To maintain, operate, improve, and develop the Trail in accordance with **Exhibit B**, attached hereto and incorporated by reference.
- b. Any other use which is agreed to in writing by both parties.

4. PROHIBITED ACTIVITIES

4.1 The following activities are prohibited on the Premises:

- a. Authorizing public use of the Premises in violation of any Federal, State, or local law, order, ordinance, or regulation.
- b. Any use of the Premises by Tenant which prevents Landlord, its agents, invitees, or representative, or the public, from crossing the same to access adjoining lands.

**Park Land Lease-Inkster
Inkster Park**

WITNESSES

Jay Baskie
Kent D. Lassance

COUNTY OF WAYNE

By: Robert A. Ficano

Its: Chief Executive Officer

Date: _____

County Commission approved and
execution authorized by Resolution

No. _____

Date: _____

STATE OF MICHIGAN)

COUNTY OF WAYNE)

This document was acknowledged before me on October 24, 2011 by Robert A. Ficano, on
behalf of the Charter County of Wayne.

Sandra D. Wilson

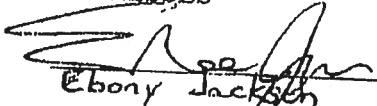
Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan

My Commission Expires: _____

Acting in Wayne County

SANDRA D. WILSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 10, 2015
ACTING IN COUNTY OF

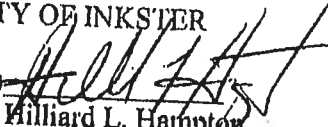
WITNESSES


Ebony Jackson

Saidia Johnson

Park Land Lease-Inkster
Inkster Park

CITY OF INKSTER

By: 
Hilliard L. Hampton
Its: Mayor

Date: 8-5-11

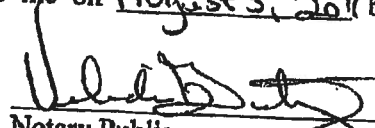
Inkster City Council approved and
execution authorized by Resolution

No. 11-9227R

Date: August 5, 2011

STATE OF MICHIGAN)
COUNTY OF WAYNE)

This document was acknowledged before me on August 5, 2011 by Hilliard L. Hampton on behalf of the City of Inkster.


Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

264749v5
SMP
7/27/11

VELIDA GUTIERREZ SMITH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Aug 12, 2012
ACTING IN COUNTY OF

EXHIBIT B
PROJECT DESCRIPTION



CITY OF INKSTER

26215 Trowbridge St.
Inkster, MI 48141
www.cityofinkster.com
313.563.4232

July 15, 2013

Jessica Mistak, Assistant Director
Wayne County Parks Division
33175 Ann Arbor, Tr.
Westland, MI 48185

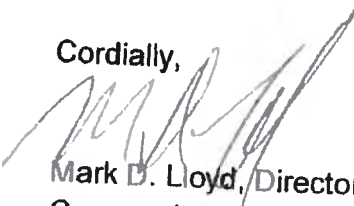
RE: FY 2012-13 Parks Millage Funding

Dear Ms. Mistak,

It was a pleasure to learn from your letter dated May 20, 2013, that funding in the amount of \$21,500.00 has been made available to assist the City of Inkster with park improvements for FY 2012-2013. We are very excited to provide you with the requested information attached to this correspondence and look forward to another cooperative venture. The City of Inkster has a very exciting project, Inkster Greenway, which is a 4.5 mile, 10 foot-wide paved, multi-use trail system located along the Lower Rouge River. The trail system links the nature areas traversing the City with businesses, alternative transportation and other communities throughout the Greater Detroit Area.

The subject Millage Funding Allocation for Inkster referenced in your letter will be an important part of the funding mechanism necessary to ensure the project is completed as proposed. At this time, we are looking forward to construction of Phase I of this four phase project. A complete project description is attached.

Cordially,


Mark D. Lloyd, Director
Community Development

Attachments:

- Project map
- Project Description and general cost estimates
- Detailed construction cost estimate
- Park Amenity Estimate
- Excerpts from County/City Park Agreement

LEGEND

PHASE 1

PHASE 1A

PHASE 2

PHASE 3

PHASE 4



INKSTER GREENWAY

The Inkster Greenway Project is a 4-1/2 mile long, ten (10) foot wide paved trail system located along the Lower Rouge River. The trail system links the nature areas traversing the City with businesses, alternative transportation and communities throughout the Greater Detroit Area.



PROPOSED INKSTER GREENWAY PHASING MAP

Inkster Greenway Project Description

The Inkster Greenway Project is a \$2.5 million, 4-1/2 mile long, ten (10) foot wide, multi-use paved trail system located along the Lower Rouge River. The trail system links the nature areas traversing the City with businesses, alternative transportation and other communities throughout the Greater Detroit Area.

This request...

Phase I begins at John Daly and runs through Inkster Park, crossing the Lower Rouge River and accessing Inkster Road. The trail includes placement of a 70' long, 14' wide pedestrian bridge across the Lower Rouge River. Total cost of Phase I of the project is estimated at \$545,000.00 of which \$408,000.00 is being funded by a grant from the Department of Natural Resources Trust Fund and the remaining \$137,000.00 from the City of Inkster of which \$57,000.00 is for engineering and design services and \$80,000 is for in-kind contributions. See attached construction cost breakdown and other park amenities cost estimate.

4.1 Contracted Quantity & Unit Price Schedule:

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	MOBILIZATION, MAX 3%	LS	1.0	\$9,254.80	\$9,254.80
2	REIMBURSED PERMIT FEES	LS	1.0	\$10,000.00	\$10,000.00
3	TRAFFIC CONTROL DEVICES	LS	1.0	\$1,839.39	\$1,839.39
4	EROSION CONTROL, SILT FENCE	LF	5,146.0	\$0.93	\$4,785.78
5	CONSTRUCTION ACCESS DRIVE	EA	3.0	\$2,313.70	\$6,941.10
6	SHARED USE PATH, GRADING	LF	2,444.0	\$18.19	\$44,456.36
7	SIGN, TYPE III, REM	EA	2.0	\$98.62	\$197.24
8	SIDEWALK, REM	SYD	10.0	\$28.92	\$289.20
9	CLEARING	ACRE	1.82	\$5,847.81	\$10,643.01
10	SUBGRADE UNDERCUTTING, TYPE II	CYD	1,000.0	\$46.28	\$46,280.00
11	AGGREGATE BASE, 12 INCH	SYD	3,559.0	\$9.75	\$34,700.25
12	MAINTENANCE GRAVEL, LM	CYD	300.0	\$17.36	\$5,208.00
13	SHARED USE PATH, HMA	TON	668.0	\$91.46	\$61,095.28
14	NON-SELECTIVE WEED SPRAY UNDER ASPHALT	SFT	24,420.0	\$0.05	\$1,221.00
15	SIGN, TYPE III A	SFT	26.0	\$34.65	\$900.90
16	POST, STEEL, 3 LB	FT	122.0	\$8.04	\$980.88
17	PAVT MKKG. OVLY GOLD PLASTIC	LF	15.0	\$50.00	\$750.00
18	STOP BAR	SYD	300.0	\$5.79	\$1,737.00
19	STRUCTURAL GEOGRID, SPECIAL	LS	1.0	\$74,188.79	\$74,188.79
20	PEDESTRIAN BRIDGE, FURNISHED	LS	1.0	\$59,397.78	\$59,397.78
21	PEDESTRIAN BRIDGE, INSTALLED	EA	3.0	\$434.27	\$1,302.81
22	BOLLARD	EA	2.0	\$347.06	\$694.12
23	MILEAGE MARKERS	EA	3.0	\$578.43	\$1,735.29
24	PROJECT SIGNAGE	EA	2.0	\$1,093.22	\$2,186.44
25	BENCH	EA	2.0	\$1,203.13	\$2,406.26
26	TRASH RECEPTACLE	LS	1.0	\$7,519.52	\$7,519.52
		UNIT	UNIT PRICE	QTY	AMOUNT
27	INSPECTION	DAYS	\$560.00	30	\$16,800.00
TOTAL CONSTRUCTION COST					\$407,511.20

Four Hundred Seven Thousand, Five Hundred Eleven Dollars and Twenty Cents
 AMOUNT WRITTEN

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

giffels webster

Memorandum

To: Mark D. Lloyd Date: July 12, 2013

From: Austin Fletcher, PE
Scott J. Chabot, PE Project: Inkster Greenway
Phase 1

RE: Inkster Greenway Outline of Park Amenities Project Number: 18033.00

Per our recent discussion, we have prepared a schedule of items that can be added as park amenities for the Inkster Greenway Phase 1 project. An estimated cost for each item is also included:

No.	Item	Quantity	Unit	Unit Cost	Cost
1	Bench w/Anchored Base	2	Ea.	\$3,000.00	\$6,000.00
2	Trash Receptacle	2	Ea.	\$2,000.00	\$4,000.00
3	Project Signage	3	Ea.	\$700.00	\$2,100.00
4	Mileage Marker	2	Ea.	\$350.00	\$700.00
5	Dog Waste Station	2	Ea.	\$600.00	\$1,200.00
6	Sycamore Tree, 2.5" Cal.	5	Ea.	\$500.00	\$2,500.00
7	Swamp White Oak, 2.5" Cal.	6	Ea.	\$500.00	\$3,000.00
8	Tulip Tree, 2.5" Cal.	4	Ea.	\$500.00	\$2,000.00
TOTAL COST					\$21,500.00

CERTIFICATION

STATE OF MICHIGAN)
)
CHARTER COUNTY OF WAYNE)

I, John Pfeiffer, Acting Clerk of the County Commission for the Charter County of Wayne, State of Michigan, do hereby certify that the attached Resolution No. 2011-532, *approving a twenty-year Park Land Lease Agreement with a twenty-year option to renew between the Charter County of Wayne and the City of Inkster to lease premises to the City of Inkster to allow for the construction, maintenance, operation, and improvement of a permanent, year round signed and surfaced greenway trail for the benefit of the general public for recreation, transportation and education*, was duly adopted by the Wayne County Commission at the SECOND DAY ANNUAL APPORTIONMENT MEETING on the TWENTYTH DAY of October, 2011 by the following:

YEAS: Commissioners Basham, Clark-Coleman, Gebhardt, Killeen, Leland, McNamara, Palamara, Parker, Scott, Varga, Ware, Webb, Chairman Woronchak, Vice-Chair Bell, Vice-Chair Pro Tempore - 15

NAYS: None

NOT VOTING: None

ABSTAIN: None

EXCUSED: None

I further certify that the attached Resolution is a true, correct, and complete transcript of the original of said Resolution appearing on file and of record in my office and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Wayne this 20th day of October, 2011 A.D.



JOHN PFEIFFER
ACTING CLERK OF THE COMMISSION
CHARTER COUNTY OF WAYNE, MI

EXHIBIT C
SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

SIGN SPECIFICATIONS

Attached please find sketch and sample of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

- Sign size: 46" x 36" 7/4" marine grade ply wood.
- Sign is to be one-sided. Two-sided is optional.
- To be out with "Carriage" style top...i.e., arched. (optional).
- Color options up to you; 1, 2, 3 or 4 color...it's totally up to you; of course, more colors, more cost involved.
- Font should be traditional styles in Helvetica, Arial, Times New Roman, something standard.
- Include County Logo, County Executive and Commissioners, bottom left.
- Include City Logo, Mayor and City Council, bottom right.
- Parks and Rec Logo above project name.
- We suggest using 3M Reflective Adhesive water-proof vinyl. Painting is optional.
- Vertical posts shall be 4 x 6" weather-proof timbers routed on 4" side to accommodate the sign. Staining of posts optional.
- Bury post minimum of 42" into ground and backfill with dirt and compact. Concrete footing is optional.
- Bottom of sign shall be 2 ft. min above grade.
- Sign will be secured to posts with flat head Galv. wood screws (approx. #10) 2 per post (min).
- Proof to be provided of final design prior to fabrication and Installation.

We are pretty flexible on fabrication and colors as long as it looks generally like the sign I attached. If you have any questions, please give me a call.

#289942

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager/Treasurer

Date: August 13, 2013

From: Mark D. Lloyd, Director
Community Development

Date for Council Consideration: August 19, 2013

ACTION REQUESTED: Consider approval of a Special Conditions Use (SCU 12-06) and Site Plan (SP12-07) applications for a Child Care Center located at 1352 Inkster Road as recommended by the Planning Commission.

Current Action ☒ X _____ Emergency _____ Future _____

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

Treasurer's Approval [Signature] n/a _____

BACKGROUND INFORMATION

On Monday July 8, 2013, the Inkster Planning Commission conducted a public hearing, as required, for the consideration of Special Conditions Use, Case #12-06 (SCU), and for the review of Site Plan, Case #12-07 (SP). The applicant is Sonya Hickey. The proposed use is a child center at 1352 Inkster Road between Northwood and Glenwood in the B-2 Thoroughfare Mixed Use District which is currently occupied by a vacant one (1) story masonry building.

On September 11, 2012, the applicant filed the subject petition and went through the Administrative Review Process September 25, 2012. One requirement from Planning included the need for a variance for the required outdoor play area. Inkster code requires a 5,000 sq. ft. outdoor play area while the State requires 1,250 sq. ft. The State also allows zero on-site play area if the facility is within close proximity to a public park or playground. A County park is nearby.

On June 6, 2013, the Inkster Zoning Board of Appeals granted a variance for the subject property allowing for the reduced outdoor play area (1,250 sq. ft.) subject to approval of the petition.

The Planning Commission approved the site plan and recommended approval of the special conditions use subject to all the requirements of the City of Inkster Code of Ordinances, and all applicable local, State and Federal permits and approvals. As a result, a variance was granted to allow less than 5,000 square feet of exterior play area.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The project meets all the local 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.

PROJECT OR IMPROVEMENT TASKS

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

1. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster
2. Develop a plan to address the City's current debt and legacy costs
3. Improve and promote the image of Inkster

COSTS

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

PROJECT TIME TABLE

N/A

RESOLUTION

Resolved by _____ Seconded by _____
that the City of Inkster Council hereby approves Special Conditions Use Case #12-06 (SCU) to allow
the operation of a child care center at 1352 Inkster Road as recommended by the Planning
Commission on July 8, 2013 and subject to the attached conditions:

Yes:

No:

Absent:

Planning Division Staff Report
For Planning Commission Meeting July 8, 2013

Subject: Special Conditions Use and Site Plan to operate a Child Care Center at 1352 Inkster Road, Inkster, MI

PROPOSED PLANNING COMMISSION MOTION

The City of Inkster Planning Commission hereby approves the Special Conditions Use (SCU 12-06) and Site Plan (SP 12-07) to operate a Child Care Center at 1352 Inkster Road 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, 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 1352 Inkster Road between Northwood and Glenwood in the B-2 Thoroughfare Mixed Use District and is currently occupied by a vacant one (1) story masonry building.

HISTORY

The subject site was originally developed and operated as a general commercial use and has several tenants over the years. The structure has been vacant for some time and has sat idly with no activity.

On September 11, 2012, the applicant filed the subject petition and went through the Administrative Review process on September 25, 2012. During that time, the applicant was advised of all the conditions from the various reviewing departments. One such requirement from Planning included the need for a variance for the required outdoor play area. Inkster code requires a 5,000 square foot outdoor play area while the State of Michigan requirements call for 1,250. The State allows zero on-site play area if the facility is within close proximity to a public park or playground.

On June 6, 2013, the Inkster Zoning Board of Appeals granted a variance for the subject property allowing for the reduced outdoor play area (1,250 sf) subject to approval of this petition (SCU 12-06 and SP 12-07). A county park is nearby.

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 approximately 14,400 square feet with an existing one (1) story masonry structure totaling 2,800 square feet. Plans submitted depict utilization of the entire building envelope with only minor modifications to accommodate the proposed child care use. See sheets A-101 and A-102. All setback requirements are met.

The proposed floor plan shows a vestibule, office and three (3) classrooms along with restrooms, a mechanical room and a kitchen. See sheet A-103. New awning windows with A/C units will be installed on the north and south elevations. The east elevation will be comprised of masonry block with brick, decorative block and aluminum window systems. Only minor changes are proposed to the building elevations including installation of new window systems and glass block enclosing one of the doors.

Parking will be provided per code in the amount of 22 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 along Inkster Road.

PLANNING BACKGROUND

The Master Plan Future Land Use Element depicts the area as Neighborhood Commercial while the zoning is B-2 Thoroughfare Mixed Use District. The proposed use is permitted subject to site plan approval and special conditions use.

STAFF COMMENTS

FIRE

1. Fire plans, as may be needed, 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.

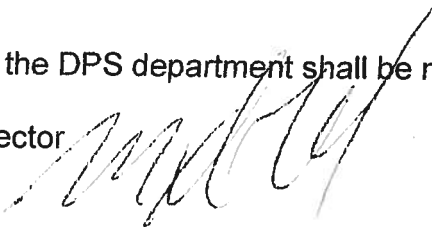
PLANNING

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

DPS

1. All requirements of the DPS department shall be met.

Prepared by Mark Lloyd, Director
Community Development



Attachments: Zoning/Parcel Maps
Aerial Photo
Site Plans, Floor Plans and Elevations

CITY OF INKSTER
PLANNING COMMISSION

MINUTES

A regular meeting of the Inkster Planning Commission was held on Monday, July 8, 2013 in the City Council Chamber, located at 26215 Trowbridge, Inkster, Michigan.

A quorum was reached. Chairman Brown called the meeting to order at 6:32 p.m.

I. ROLL CALL

Present: Commissioner Wells, Secretary Thomas, Chairman Brown, and Commissioners Hendricks and Hampton

Absent: Commissioner Garrett (excused) and Vice Chairman Davis

Others in attendance: Mark D. Lloyd, Director of Community Development
Sonya Hickey, Applicant, 12-06(SCU) and 12-07(SP)
Giuseppe (Joe) Romano, Applicant, 13-03(SCU) and 13-04(SP)
John Bingham, Plan Designer, 13-03(SCU) and 13-04(SP)
Saidia F. Johnson, Building Department Secretary

II. ADOPTION OF AGENDA

MOVED by Wells, Seconded by Thomas to approve the agenda. **MOTION CARRIED unanimously.**

III. ADOPTION OF MINUTES OF FEBRUARY 25, 2013, MARCH 25, 2013, and MAY 13, 2013

MOVED by Wells, Seconded by Thomas to adopt the minutes of February 25, 2013, March 25, 2013, and May 13, 2013. **MOTION CARRIED unanimously.**

IV. PUBLIC HEARINGS

A. Case #12-06(SCU) & 13-07(SP)/1352 Inkster Road

MOVED by Thomas, Seconded by Hampton to open the public hearing. **MOTION CARRIED unanimously.**

Mr. Lloyd reported on land use issues surrounding the proposed child care facility and a granted variance to allow less than 5,000 square feet of exterior play area. Discussions ensued regarding State requirements for the play area, design of the site plan, and children's safety while walking to a nearby park. **MOVED** by Hendricks, Seconded by Hampton to close the public hearing. **MOTION CARRIED unanimously.**

MOVED by Wells, Seconded by Thomas to submit to City Council a recommendation to approve Case #12-06(SCU); Finally, to approve Case #12-07(SP) as presented. **MOTION CARRIED unanimously.**

B. Case #13-03(SCU) & 13-04(SP)/30205 & 30207 Michigan Avenue

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

Mr. Lloyd reported that the public hearing was duly noticed per State requirements and discussed size and levels of the structure, exterior improvements, interior uses, and how long prospective residents can reside. Discussions ensued between the applicant and the Commission regarding ingress, egress, and the proposed type of facility, its location, and possible clientele.

After there being no further discussions, **MOVED** by Hampton, Seconded by Wells to close the public hearing. **MOTION CARRIED unanimously.**

MOTION by Hampton, Seconded by Wells to recommend to the City Council, denial of a Special Conditions Use to allow a rooming housing to be located at 30205 & 30207 Michigan Avenue; further the Commission denies the site plan that is affiliated with this Special Conditions Use since the proposed use is not conducive to Michigan Avenue and the area will facilitate. **MOTION CARRIED unanimously.**

V. OLD BUSINESS

A. Reinvent Inkster

Mr. Lloyd gave report.

B. Project(s) Updates

Mr. Lloyd gave report.

VI. NEW BUSINESS

Discussion ensued regarding vacancies on the Commission.

VII. MISCELLANEOUS

There was no miscellaneous business.

VIII. ADJOURNMENT – 7:56 p.m.

MOVED by Wells, Seconded by Thomas to adjourn the Planning Commission meeting held July 8, 2013. **MOTION CARRIED unanimously.**

Planning Commission
July 8, 2013

Respectfully submitted,

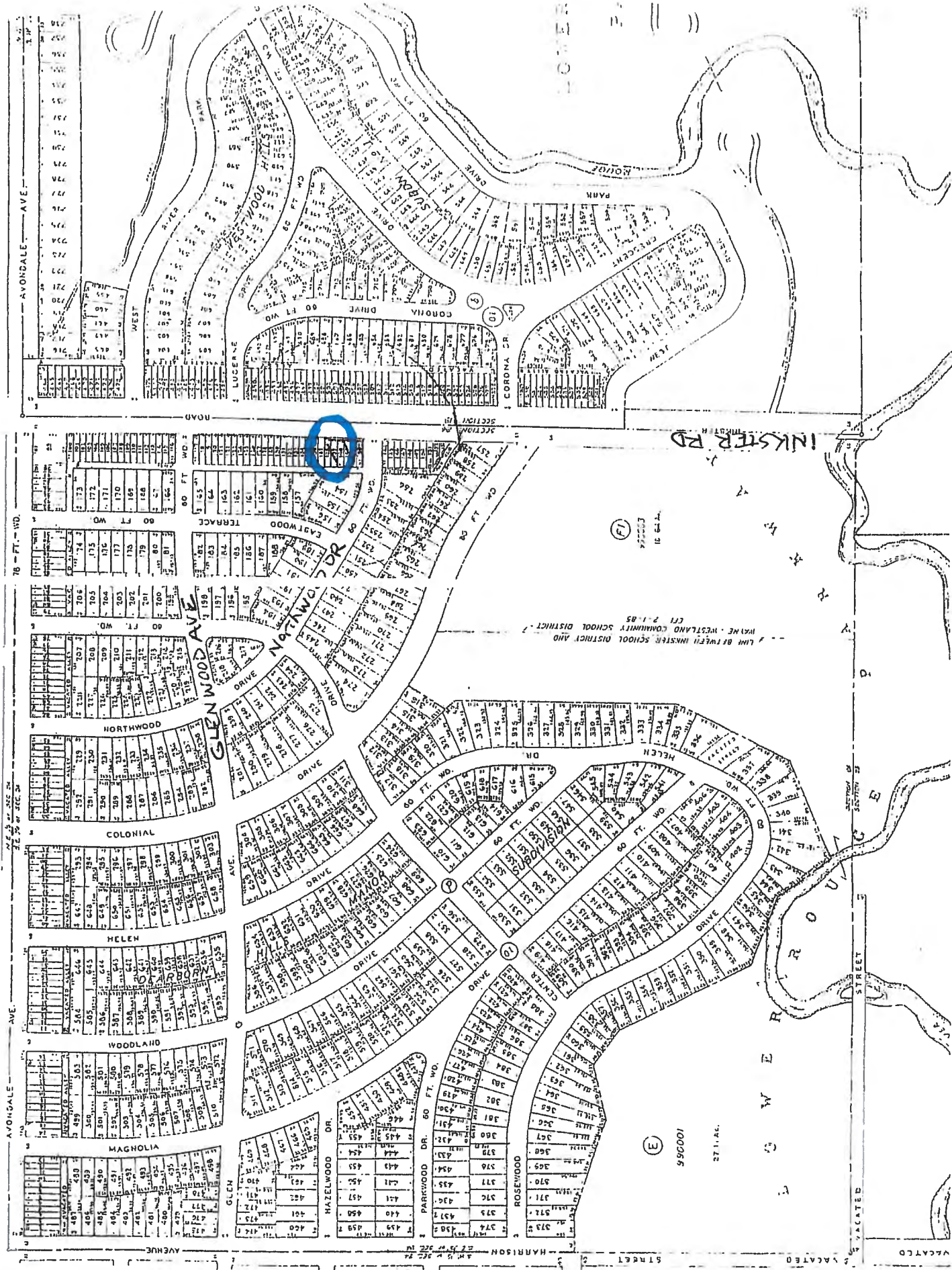
Sam Brown, Chairman

Daryl D. Davis, Vice Chairman

Robert Thomas, Secretary

Saidia Johnson, Building
Department Secretary
:sj

DRAFT



12-06 (SCU)/12-07 (SP)
1352 Inkster Road
Sonya Hickey
Child Care Center



REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager/Treasurer

Date: August 13, 2013

From: Mark D. Lloyd, Director
Community Development

Date for Council Consideration: August 19, 2013

ACTION REQUESTED: Consider approval of a Special Conditions Use (SCU 13-06) and Site Plan (SP13-06) for development of a 12-unit apartment building to house veterans at 3651 Middlebelt between Beech and Carlyle in the RM Restricted Multiple Dwelling District as recommended by the Planning Commission.

Current Action ☒ X Emergency _____ Future _____

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

Treasurer's Approval  n/a _____

BACKGROUND INFORMATION

On Monday August 12, 2013, the Inkster Planning Commission conducted a public hearing, as required, for the consideration of Special Conditions Use SC13-05 and for the review of Site Plan SC 13-06. The proposed use includes development of a 12-unit apartment building for veterans at 3651 Middlebelt between Beech and Carlyle in the RM Restricted Multiple Dwelling District

The Planning Commission approved the site plan and recommended approval of the special conditions use subject to all the requirements of the City of Inkster Code of Ordinances, all applicable local, State and Federal permits and approvals and per the conditions of approval provided as attachments in the attached Planning Commission report.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The project meets all the local 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.

PROJECT OR IMPROVEMENT TASKS

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

1. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster
2. Develop a plan to address the City's current debt and legacy costs
3. Improve and promote the image of Inkster

COSTS

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

PROJECT TIME TABLE

It is anticipated that construction will be completed by May, 2014.

RESOLUTION

Resolved by _____ Seconded by _____
that the City of Inkster Council hereby approves Special Conditions Use SC13-05 (SCU) and the associated Site Plan SP 13-06 to allow development of a 12-unit apartment building to house veterans at 3651 Middlebelt between Beech and Carlyle in the RM Restricted Multiple Dwelling District as recommended by the Planning Commission subject to the attached conditions.

Yes:

No:

Absent:

Attachments: 8-12 PC Report (Includes attachments)
Department comments/conditions
Site Plan

Planning Division Staff Report
For Planning Commission Meeting August 12, 2013

Subject: Special Conditions Use SC 13-05 and Site Plan SP 13-06 for the development of a single story, 12-unit apartment building at 3651 Middlebelt between Beech and Carlisle in the RM Restricted Multiple Dwelling District

PROPOSED PLANNING COMMISSION MOTION
--

The City of Inkster Planning Commission hereby recommends approval of Special Conditions Use SC 13-05 and Site Plan SP 13-06 for the development of a single story, 12-unit apartment building at 3651 Middlebelt between Beech and Carlisle
--

STAFF RECOMMENDATION

Staff recommends that the Planning Commission conduct the public hearing for Special Conditions Use SC 13-05 and Site Plan SP 13-06 for the development of a single story, 12-unit apartment building at 3651 Middlebelt between Beech and Carlisle and recommend approval of same to City Council in accordance with the proposed site plan and subject to all noted conditions of approval.

LOCATION

3651 Middlebelt between Beech and Carlisle

PROJECT DESCRIPTION

The applicant proposes to construct a single story, 12-unit apartment building to house veterans on the subject property. Accordingly, the applicant has submitted the required site plan and special conditions use application in accordance with Chapter 155 (Zoning) of the City of Inkster Code of Ordinances. A recent project nearly identical to this one was recently approved and constructed in Ecorse (see attached photos).

The property is slightly over 5 acres in size and is located on the east side of Middlebelt between Beech and Carlisle. Many of you may remember a prior development project (Trinity Estates) that was approved on this site a number of years ago. Since that time the property has sat vacant with some of the utility and infrastructure in place for the earlier mentioned project. This infrastructure will be removed as part of this project.

At this time, the developer is intending to utilize 1.6 acres of the site for the proposed development. The remaining portion will be constructed at a future time and will be required to be maintained as open space in the meantime. All site development standards are proposed to be met as illustrated in the following table.

Parking		
18 Required		19 Provided
Setbacks		
Front	25' Required	50' provided
North Side	15' "	134' "
South Side	15' "	15' "
Rear	35	129' "
Lot Coverage		
50% Allowed		10% Proposed
Building Height		
30' Allowed		16' – 10" Proposed

The building is proposed to be one story in height, stepped back along both the front and rear to break up the footprint and elevation. The exterior will consist of tuscan clay vinyl siding accented with herringbone aluminum clad wood trim and a roman red brick base with brick rowlock separating the primary materials. Color elevations will be provided to show these materials in combination.

Landscaping has been designed into the project in accordance with the City's landscape guidelines. A detention basin will be provided to address on-site water runoff. The basin will be designed and constructed in accordance with the Wayne County and City of Inkster development standards as provided for on the plans (sheet C5) and as addressed in the project review letter from the City's Contract Engineer.

PLANNING BACKGROUND

The Master Plan Land Use Element depicts the area as medium density residential with densities ranging from 7.25 to 24 units per acre. The proposed project is designed at 7.5 units per acre.

STAFF COMMENTS

All requirements of the City of Inkster Code of Ordinances, and any State or Federal permits or approvals shall be met. Staff comments are attached and responses have been provided by the developer.

Prepared by Mark Lloyd, Director
Community Development

Attachments: Zoning/Parcel Maps
Aerial Photo
Site Plans
Elevation
Staff comments
Developer responses



City of Inkster
28215 Trowbridge
Inkster, Michigan 48141



Planning & Economic Development
313-583-9760
313-583-8488 (Fax)

PLANNING COMMISSION PETITION
FOR
SPECIAL LAND / REGULATED LAND USE

Filing Fee SCU / RLU = \$500.00

Case # 13-05 (SLU/RLU)

TO THE INKSTER CITY PLANNING COMMISSION:

Date Filed July 2, 2013

The undersigned respectfully petition(s) Planning Commission to permit a Special Land / Regulated Land Use as hereinafter requested, and in support of this petition, the following facts are shown:

PROPERTY IDENTIFICATION

Street Address: 3851 Middlebelt Road, Inkster, Michigan 48141

The property is located on the East side of Middlebelt Street, Between Beech Daly Street and Carlisle Street.

It has frontage of 311' feet, a depth of 225 feet, and comprises of 1.6 acres.

Legal Description: See attached SURVEY

Property Owner Joy JEM

Address: 19168 James Couzens, Detroit, Michigan 48235

Phone: 313-841-000

Fax 313-841-0001

☒ Yes, I do authorize representatives of the City of Inkster to access the property for the (Initial) purpose of site investigation associated with this application.

- PROOF OF OWNERSHIP MUST BE ATTACHED TO THIS APPLICATION

PROPOSED USE Veterans Housing

- Attach a statement indicating why the change of use requested is necessary for the preservation of substantial property rights, and why such change will not be detrimental to the public welfare, nor the property of other persons in the vicinity.

The undersigned Petitioner, being duly sworn, deposes and says that the statements and information herewith submitted are true and correct to the best of his/ her knowledge, information and belief; further, that s/he is authorized to submit this Petition.

[Signature]
Signature of Petitioner

James Pappas
Printed Name of Petitioner

July 2, 2013
Date

President
Title of Petitioner

248-932-8300
Petitioner Telephone Number

248-932-8301
Petitioner Fax Number

jpappas@faparch.com
Petitioner E-Mail Address

Company's Name Fusco, Shaffer & Pappas, Inc.

Company's Address 30800 Northwestern Hwy., Suite 100, Farmington Hills, Michigan 48334

- PROOF OF REPRESENTATION MUST BE ATTACHED TO THIS APPLICATION IF THE PETITIONER IS NOT THE OWNER OF PROPERTY REQUESTING REVIEW.

Subscribed and sworn to before me this 2nd day of July, 2013

My Commission Expires January 25, 2018

[Signature]
Notary Public, Wayne County, Michigan

City of Inkster
26215 Trowbridge
Inkster, Michigan 48141



Planning, Building & Economic
Development
(313) 563-9760 • fax (313) 563-6488

PLANNING COMMISSION
PETITION FOR
SITE PLAN REVIEW/SUBDIVISION PLAT

Case # 13-06 (SP)

TO THE INKSTER CITY PLANNING COMMISSION:

Date Filed July 2, '13

The undersigned respectfully petition(s) Planning Commission for site plan review as provided for by the Inkster, Michigan Code of Ordinance and in support of this Petition the following facts are shown:

PROPERTY IDENTIFICATION

Street Address: 3651 Middlebelt Road, Inkster, Michigan 48141 The property is located on the East side of
Middlebelt Street, between DEECHI ROAD Street and Cariysie Street.
It has frontage of 511 feet, a depth of 225 feet and comprises 1.6 acres

Legal Description: See Attached SURVEY

ZONING - This property is currently zoned RM

Property Owner: Jay JEM

Address: 19166 James Couzens, Det. MI 48235 Phone: 313-841-0000 Fax: 313-841-0001



Yes, I do authorize representatives of the City of Inkster to access the property for the purpose of site (Initial) investigation associated with this application.



Yes, I do understand that all building, electrical, plumbing, and fire codes must be met prior to occupancy.

Initial

PROOF OF OWNERSHIP MUST BE ATTACHED TO THIS PETITION.

PROPOSED USE Veterans Housing

Clearly describe the proposed project - do not write "refer to plans":

4-story Building with 12 apartment units and common living/community spaces. 1A surface parking spaces have been provided.

* ALL BUILDING MATERIALS MUST BE LABELED WITH PROJECT NAME OR CASE NUMBER & SUBMITTED TO THE PLANNING DEPARTMENT ALONG WITH SITE PLANS.

Eight (8) SETS OF SITE PLANS FOR COMMERCIAL DEVELOPMENT AND FOR RESIDENTIAL DEVELOPMENT, DRAWN AT A SUITABLE ENGINEERING SCALE SHOWING:

- Subject parcel.
- Intended layout and landscaping plan
- All adjacent and abutting property lines, public rights of ways, zoning, and buildings within a radius of one hundred (100) feet
- Building floor plan and all building elevations.
- Storm, water, and sanitary sewers.

ALL PRINTS MUST BE FOLDED.

SITE PLAN REVIEW FEES:

Commercial - less than an acre..... \$300
Commercial - an acre or more \$450 + \$23 per acre
Residential - less than an acre \$300 + \$5 per unit
Residential - an acre or more..... \$450 + \$5 per unit

Applicant is responsible for contract engineering and planning fees. Deposit required at time of application
PLEASE NOTE - Partial acres are rounded off. On plans resubmitted for review, $\frac{1}{2}$ of the original fee. *ALL REVISIONS MUST BE BUBBLED ON RESUBMITTED PLANS. AN 8.5"x11" SITE PLAN OF FINAL ADMINISTRATIVELY APPROVED PLAN MUST BE PROVIDED FOR PLANNING COMMISSION MEETING. ALSO, A DIGITAL COPY OF FINAL PLAN ON CD-ROM SHALL BE PROVIDED.

AFFIDAVIT OF PETITIONER

The undersigned Petitioner, being duly sworn, deposes and says that the statements and information herewith submitted are true and correct to the best of his/ her knowledge, information and belief; further, that s/he is authorized to submit this Petition

Printed Name of Petitioner James Pappas

Signature of Petitioner

Interest in Property Architect

Firm Fusco, Shaffer & Pappas, Inc. Address 30800 Northwestern Hwy. Phone 248-932-8300

Fax 248-932-8301

E-Mail Address jpappas@fsparch.com

PARKING HILLS, MI. 48334

Subscribed and sworn to before me this 2nd day of July, 2013.

[Signature]
Notary Public, Wayne County, Michigan

Commission Expires January 25, 2018



July 11, 2013

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

Attn: Mr. Mark Lloyd
Director of Planning, Building and Economic Development

Re: Chalaph Veteran's Home
Preliminary Site Plan Review
13-06 (SP) / NE Corner of Carlyle Ave. & Middlebelt Rd.
Giffels Webster Review No. 16498.16

Dear Mr. Lloyd:

We completed the review of the site plan documents for the above referenced project, as prepared by Nowak & Fraus Engineers, dated July 2, 2013. Our comments pertain to site engineering items that will need to be addressed prior to commencement of site construction. These comments were discussed at the Administrative Site Plan Review Meeting on July 9, 2013. Our comments regarding the site plan as presented are as follows:

1. The topographical survey indicates several existing structures are without covers. All existing structures that are to remain shall have covers installed as part of this project. Also, the north end of the property shall be graded to keep drainage on site and drain to the existing storm structures on-site. The petitioner shall provide verification that existing storm sewer has a positive outlet;
2. It is our understanding that the sanitary sewer along the west side of Northland Street was part of a previously uncompleted project. The current project is proposing to utilize this sewer as an outlet. The petitioner shall provide evidence that all necessary sewer infrastructure was installed including a positive outlet. The petitioner will need to demonstrate the sewer was properly permitted;
3. It appears that the existing storm sewer from Structure 1 to Structure 3 will be utilized as part of this project. As this sewer run was part of a previous project that was not completed, this sewer shall be televised to determine the current condition;
4. The storm sewer from MH 6 to the north phasing line shall be removed as part of this project;
5. Extend the proposed sidewalk along Middlebelt Road to Beech Street;
6. Extend the concrete sidewalks across the proposed approaches;
7. A permit from Wayne County will be needed for all proposed work within the Middlebelt Road right-of-way;

6303 26 Mile Road, Suite 100 | Washington, Michigan 48094 | Phone (586) 781-8950 | Fax (586) 781-8951

8. A soil erosion and sedimentation control permit issued by the Wayne County Department of Land Resource Management will be required;
9. The Fire Department will need to approve hydrant coverage prior to site construction;
10. Inkster DPS approval will be required for all public utility connections and work within City right-of-way prior to site construction;
11. A cost estimate for all site improvements will be required when submitting plans for construction plan review. Plan review fees shall be paid prior to construction plan review;
12. The following notes shall be added to the plans:
 - All signage will be in compliance with the City of Inkster requirements;
 - All inspection and permit fees are to be paid before construction begins;
 - The proper water, storm sewer and sanitary sewer connections, as applicable for the site, should be confirmed by the Department of Public Services prior to issuance of any construction or occupancy permits for the proposed new development.

Based upon our review of the submitted plans, we are recommending the plans be approved as noted for site plan approval. The aforementioned noted items in this letter must be addressed during the construction plan review. Please contact our office if you have any specific questions regarding the above comments or requirements.

Sincerely,

Giffels-Webster



Austin W. Fletcher, PE
Project Manager

ZONING MAP

City of Inkster, Michigan

Districts

- R-1A One Family Residential District
- R-1B One Family Residential District
- R-1C One Family Residential District
- RM Restricted Multiple Dwelling District (Low Rise) *
- RM-1 Multiple Family Residential District (Low Rise)
- O-1 Office District
- B-1 Local Business District
- B-2 Thoroughfare Mixed-Use District
- B-3 General Business District
- M-1 Light Industrial District
- TCD Town Center District
- PUD Planned Unit Development (PUD)
- Parks and Open Space
- Rouge River Parkway



4/11/13
dk Jones

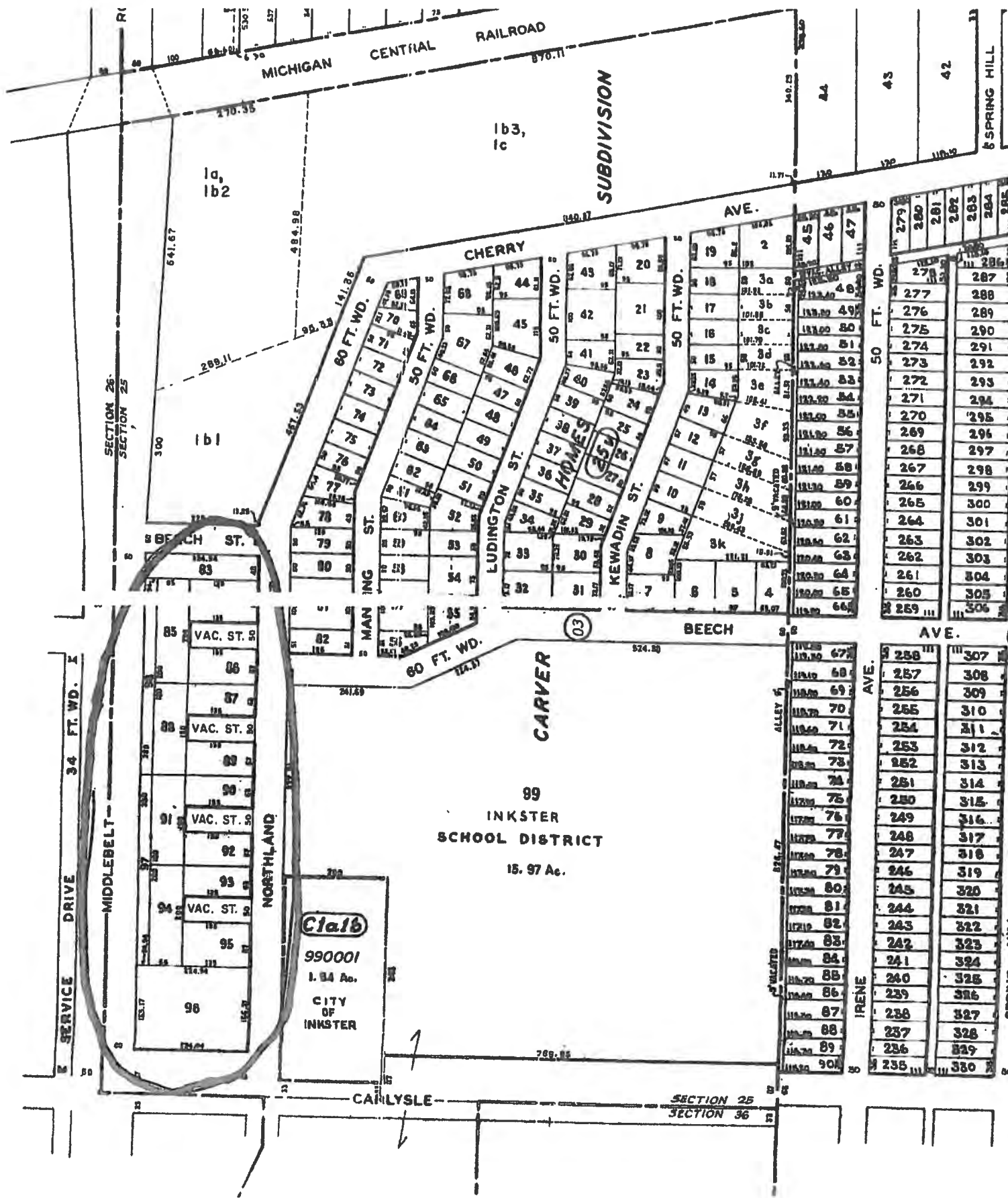


CITY OF INKSTER
INKSTER, MICHIGAN
WADE TRIM

MIDDLEBELT

ZONING = RM

CARLYSLE



bing Maps

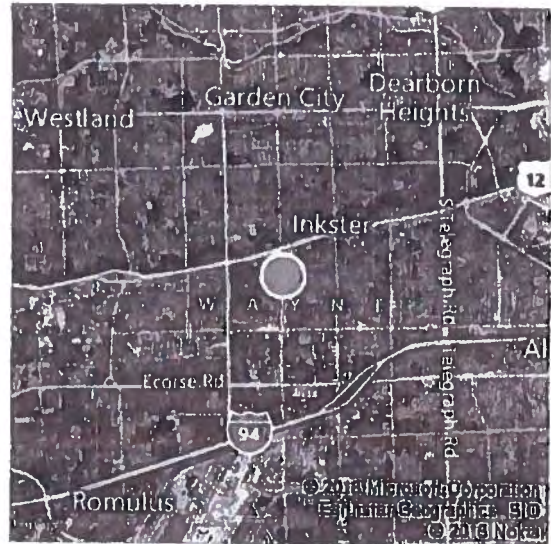
Carlisle St & Middlebelt Rd, Inkster, MI 48141

My Notes

13-05(SCY)/13-06(SP)

VETERANS HOUSING

On the go? Use m.bing.com to find maps, directions, businesses, and more



MEMORANDUM
INKSTER FIRE DEPARTMENT
OFFICE OF THE FIRE CHIEF

TO: Mark D. Lloyd, Director of Community Development

FROM: Mark Hubanks / Fire Chief 

DATE: July 14, 2013

SUBJECT: Site Plan Review #13-06 (Middlebelt/Carlyle)

As part of the preliminary review of the site plan for the proposed Chalaph Veteran's Housing development, The following items were discussed at the preliminary review and are required.

These items are in addition to the Fire Protection system (Sprinklers, FDC, Alarms etc.) shown on the Architectural Drawings.

-
1. Knox Box opposite side of FDC
 2. FDC sign posted above connection
 3. Emergency Evacuation Maps posted as required
 4. Dedicated Fire Protection Water supply line to building
 5. One Parking space marked for Fire Use for Patient Emergency's

It is understood that all Fire Protection and Safety requirements that are required by the International Fire Code as adopted by the State of Michigan shall installed and in place. Additional Fire Safety requirements might be necessary as dictated by the final walk through and use of building.



FUSCO, SHAFFER & PAPPAS, INC.
ARCHITECTS AND PLANNERS

August 2, 2013

Marc Lloyd
City of Inkster
Planning, Building and Economic Development
26215 Trowbridge
Inkster, Michigan 48141

Re: Chalaph Veterans Home

Dear Mr. Lloyd,

We are in receipt of your preliminary review letter regarding the site plan submittal documents for the Chalaph Veterans Home. Per our conversation regarding the plan review comments, please find our responses listed below.

Civil Consultant Review Comments

1. *Comment: The topographical survey indicates several existing structures are without covers. All existing structures that are to remain shall have covers installed as part of this project. Also the north end of the property shall be graded to keep drainage on site and drain to the existing storm structures on-site. The petitioner shall provide verification that existing storm sewer has a positive outlet.*

Response: Existing structures shall be removed from current site within the parcel boundaries. Please see civil drawings.

2. *It is our understanding that the sanitary sewer along the west side of Northland Street was part of a previously uncompleted project. The current project is proposing to utilize this sewer as an outlet. The petitioner shall provide evidence that all necessary sewer infrastructures was installed including a positive outlet. The petitioner will need to demonstrate the sewer was properly permitted.*

Response: The existing sanitary sewer along the West side of Northland Street will be used to discharge sanitary flow from the site. Sheets C1 and C2 depict pipe sizes and inverts for the existing sanitary sewer showing that there is positive flow from South to North.

FUSCO, SHAFFER & PAPPAS, INC.
ARCHITECTS AND PLANNERS

Chalaph Veterans Home
Inkster, Michigan
August 2, 2013
Page 2 of 4

3. *It appears that the existing storm sewer from Structure 1 to Structure 3 will be utilized as part of this project. As this sewer run was part of a previous project that was not completed, this sewer shall be televised to determine the current condition;*

Response: The existing storm sewer will be removed and new storm sewer (pipes/structures) placed.

4. *The storm sewer from MH 6 to the north phasing line shall be removed as part of this project;*

Response: See revised plan

5. *Extend the proposed sidewalk along Middlebelt Road to Beech Street.*

Response: Provided.

6. *Extend the concrete sidewalks across the proposed approaches.*

Response: Provided.

7. *A permit from Wayne County will be needed for all proposed work within the Middlebelt Road right-of-way.*

Response: All required permits in the right-of-way shall be coordinated with Wayne County.

8. *A soil erosion and sedimentation control permit issued by the Wayne County Department of Land Resource Management will be required.*

Response: Soil erosion and sedimentation control permit issued by the Wayne County Department of Land Resource Management shall be provided.

9. *The Fire Department will need to approve hydrant coverage prior to site construction.*

Response: Prior to final Engineering approval hydrant coverage shall be coordinated and approved by the Fire Department.

FUSCO, SHAFER & PAPPAS, INC.
ARCHITECTS AND PLANNERS

Chalaph Veterans Home
Inkster, Michigan
August 2, 2013
Page 3 of 4

10. *Inkster DPS approved will be required for all public utility connections and work within City right-of-way prior to site construction.*

Response: Prior to final Engineering approval all public utility connections and work shall be coordinated and approved by the Inkster DPS.

11. *A cost estimate for all site improvements will be required when submitting plans for construction plan review. Plan review fees shall be paid prior to construction plan review.*

Response: Cost Estimate for all site improvements provided. Plan review fees shall be paid prior to construction plan review.

12. *The following notes shall be added to the plans:*

- *All signage will be in compliance with the City of Inkster requirements;*
- *All inspection and permit fees are to be paid before construction begins;*
- *The proper water, storm sewer and sanitary sewer connections, as applicable for the site, should be confirmed by the Department of Public Services prior to issuance of any construction or occupancy permits for the proposed new development.*

Response: Provided

Inkster Fire Department Review Comments

1. *Comment: Knox Box opposite side of FDC.*

Response: Provided see A.S.101.

2. *Comment: FDC sign posted above connection.*

Response: Provided see A.201.

3. *Comment: Emergency Evacuation Maps posted as required.*

Response: Emergency Evacuation Maps shall be provided as required.

4. *Comment: Dedicated Fire Protection Water supply line to building.*

Response: Provided see civil drawings sheet C5.

FUSCO, SHAFFER & PAPPAS, INC.
ARCHITECTS AND PLANNERS

Chalaph Veterans Home
Inkster, Michigan
August 2, 2013
Page 4 of 4

5. *Comment: One Parking space marked for Fire Use for Patient Emergency's*
Response: Provided see A.S.101

If you have any questions or need any additional information, please feel free to contact me.

Sincerely,

- FUSCO, SHAFFER & PAPPAS, INC.



Scott Kelley
Project Manager

Cc: Kurk Edwards
Ty Hinton
Joe Sfredde
Mike Peterson

Epic One, LLC.
Joy Jem
O'Brien Edwards Construction
Nowak and Fraus Engineers



CITY OF INKSTER

26215 Trowbridge St.
Inkster, MI 48141
www.cityofinkster.com
313.563.4232

INNER OFFICE MEMO

To: Inkster Planning Commission

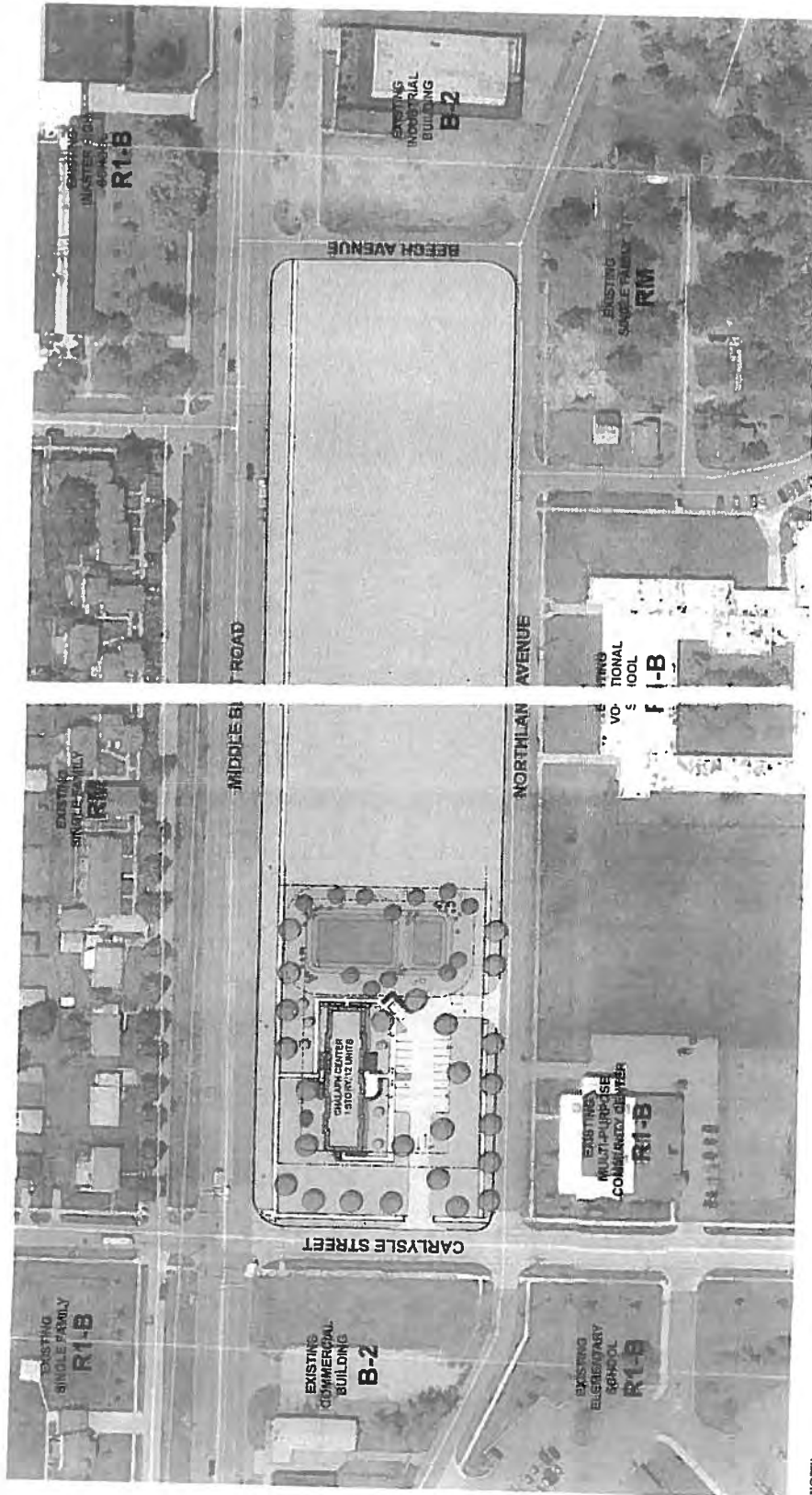
From: Mark D. Lloyd, Director
Community Development

Date: August 12, 2013

Subject: Special Conditions Use SC 13-05 and Site Plan SP 13-06

Included below are two additional conditions of approval for SC 13-05 and SP 13-06:

- 1). All areas outside of the proposed area to be developed shall be landscaped with grass and maintained free and clear of any trash or debris
- 2). Final vesting rights to develop the property in accordance with the approved plans and drawings shall be withheld until such time as ownership of the property is transferred into the applicant's name in a manner and form acceptable to the City Attorney. No permits for construction or any form of site work will be issued until such approval occurs.



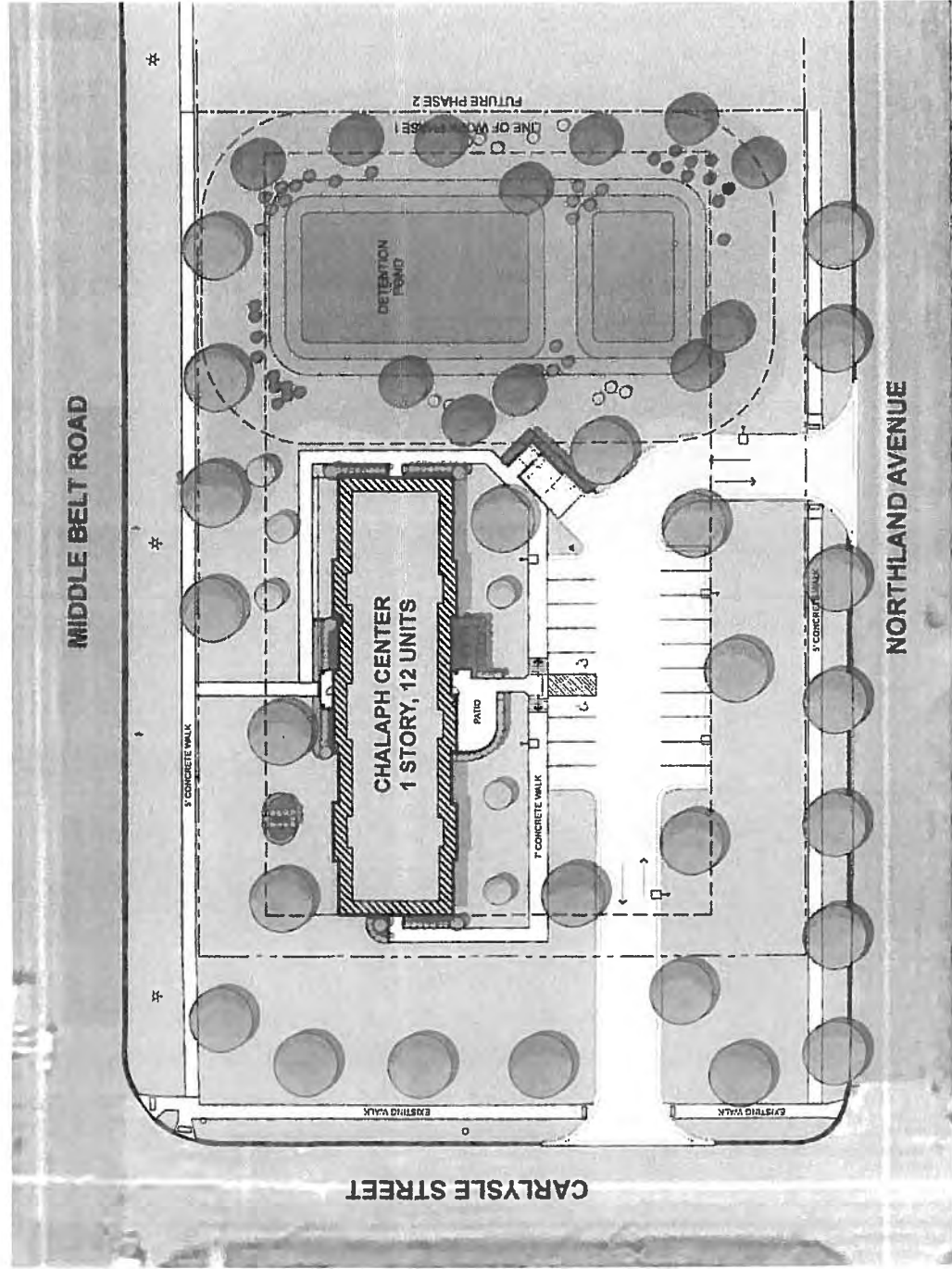
AERIAL VIEW CHALAPH CENTER MICHIGAN

IN KSTER
FUSCO
SHAFER &
PAPPAS, INC.
ARCHITECTS AND PLANNERS

AUGUST 12, 2013

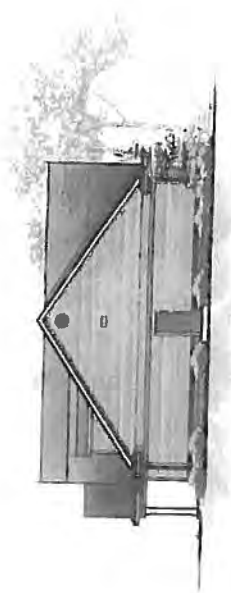
SHEET 1 of 4

THIS INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE ARCHITECTS AND PLANNERS ASSUME NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE ARCHITECTS AND PLANNERS ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES OF ANY ACTION OR INACTION BASED ON THIS INFORMATION.

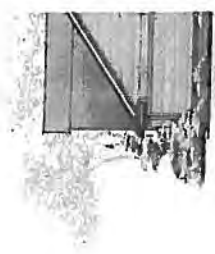




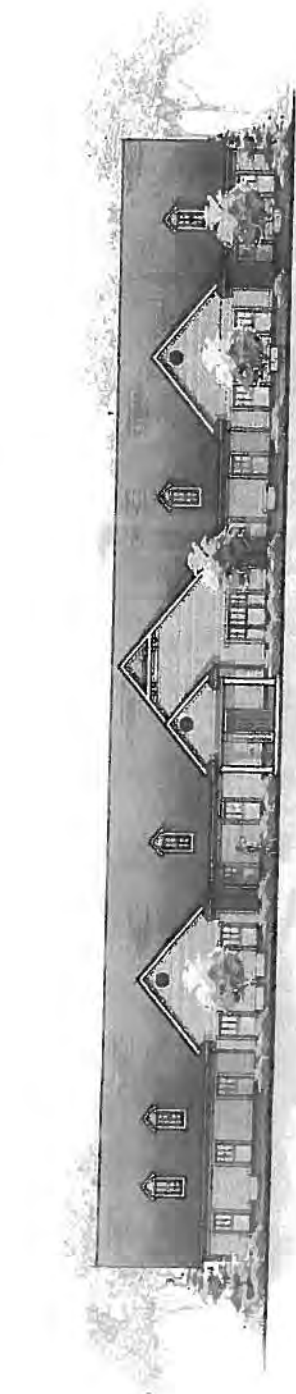
EAST ELEVATION



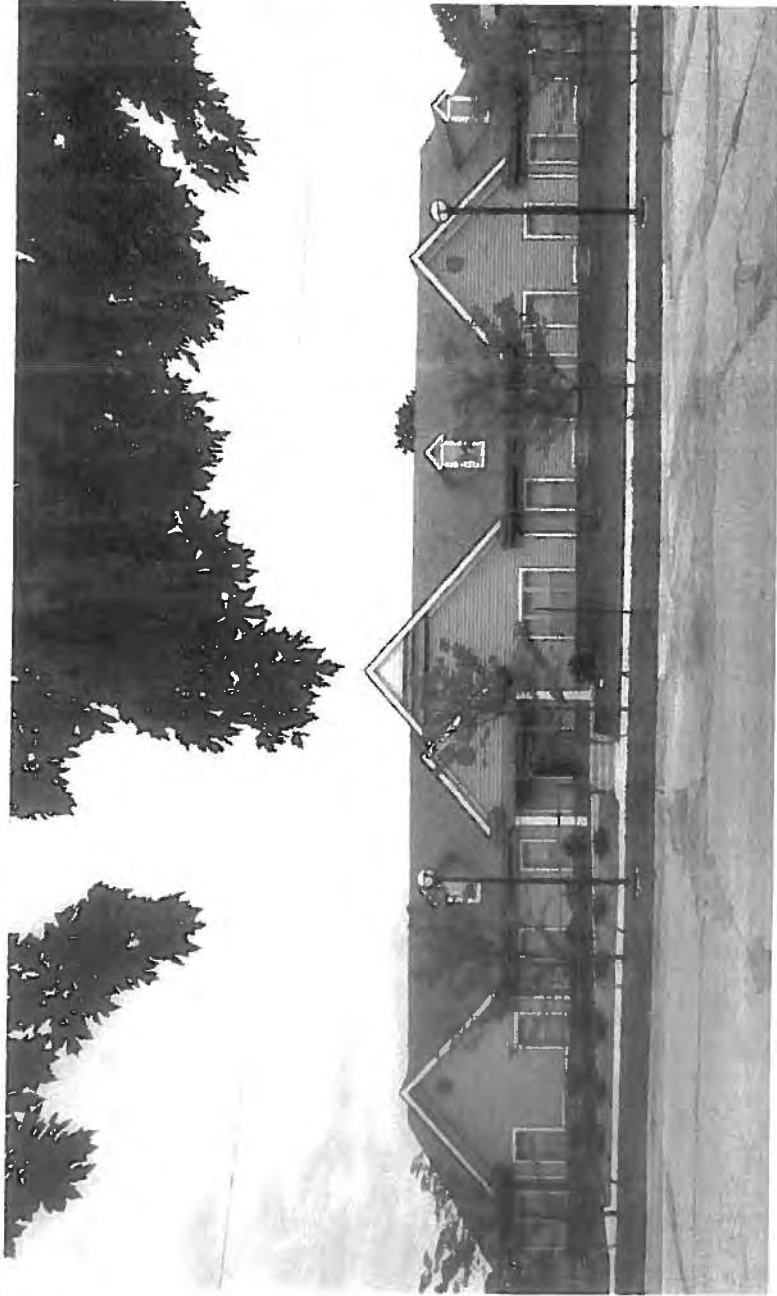
SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



PROPOSED ELEVATIONS CHALAPH CENTER


FSD, INC.
 ARCHITECTS
 1001 S. 10TH AVE.
 SUITE 100
 CHANDLER, AZ 85226

AUGUST 12, 2013

SHEET 4 of 4

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager

Date: August 13, 2013

From: Felicia Rutledge, City Clerk 

Date for Council Consideration: August 19, 2013

ACTION REQUESTED: Consider approving a street closure request on Andover Street (between Moore and Williams) for Street Closure Applicant High Praise Cathedral of Faith on August 24, 2013 from 11:00 a.m. until 4:00 p.m. for a Back to School Rally.

Current Action ☒ X Emergency ☐ Future ☐

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

Treasurer's Approval 

BACKGROUND INFORMATION

The request from Street Closure Applicant High Cathedral of Faith is to seeking permission to close Andover Street (between Moore Street and Williams Street) on August 24, 2013 from 11:00 a.m. until 4:00 p.m. for a Back to School Rally. A signed petition by neighbors has been included. All appropriate sign offs from the City of Inkster have been obtained.

SCOPE OF SERVICES

N/A

JUSTIFICATION

N/A

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

N/A

PROJECT TIME TABLE

August 24, 2013 from 11:00 a.m. Until 4:00 p.m.

RESOLUTION

Authorization is hereby given for a street closure in the block of Andover Street (between Moore Street and Williams Street) to be blocked off on August 24, 2013 from 11:00 a.m. until 4:00 p.m. for a Back to School Rally.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Felicia Rutledge, City Clerk
City of Inkster
26215 Trowbridge
Inkster, MI 48141

www.cityofinkster.com
Phone: 313.563.9770
Fax: 313.563.7378
frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

High Praise Cathedral of Faith
Name

(313) 563-7459
Phone Number

4010 Moore St.
Applicant Address

highpraiseink@gmail.com
Email (Optional)

REQUEST:

Street To Be Closed: Andover

Cross Streets: Moore, Williams

Date(s) To Be Closed: 8/24/13

Event Hours: 11 am/pm To 4 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Back To School Rally

Please read this Waiver carefully before signing – The undersigned hereby verifies that he/she agrees to indemnify defend and save harmless the City of Inkster, its officers, agents and employees from and against all loss and expense be reason of liability imposed by law of bodily injury, including death at any time resulting there from, sustained loss of use thereof, arising out of or in consequence of performance of this agreement, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the contractor, the City of Inkster, its officers, agents and employees, excepting only such injury or damage as shall have been occasioned by the sole negligence of the City of Inkster, its officers, agents and employees. The undersigned further understands that failure to comply with all arrangements herein stated or falsification of any information called for in this application will be grounds for denial of this or any future request.

Applicant assumes all responsibility for the return of all required barricades/cones used for this event. The barricades/cones are to be returned in the same condition as received on the business day following the event.

Furthermore, the undersigned will be liable for the replacement costs of the barricades/cones in the event of loss or damage. The replacement cost is \$20.00 (Twenty Dollars) per item. If the matter is adjudicated in court, attorney fees and court costs will be assessed.

The barricades/cones may be obtained at the Department of Public Service, 26900 Princeton St., between the hours of 10:00 a.m. and 3:00 p.m. Call to make arrangements: 313-563-9773

Applicant Signature: [Signature]

Date: 7/31/13

OFFICIAL USE ONLY REQUIRED APPROVALS:

Police ☒ Fire ☒ DPS ☒ BLDG ☒

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ Date: _____



*High Praise Cathedral of
Faith Ministries*

4010 Moore St. • Inkster, MI. 48141
Phone (313) 563-7459 Fax (313) 563-7624



(www.highpraiseink@gmail.com)

Presiding Bishop Clarence B. Haddon, Sr., Senior Pastor

Dr. Joyce R. Haddon, Co-Pastor

Office Hours: Mon – Fri. 10:00 a.m. to 3:00 p.m.

Dear Neighbor,

On **Saturday, August 24, 2013**, our church is having a Back-to-School Rally for the children in our community. We will be giving away school supplies to the children. We are requesting the City of Inkster to grant High Praise Cathedral of Faith, permission to block off the section of Andover, between Moore and William Streets from 11:00 A.M.–4:00 P.M on the mentioned date.

We humbly ask you to assist us with this request, by agreeing as our neighbor and a resident in of area, to allow us this access for our event.

We welcome you and your family to come and join us. We have some really awesome things planned for the children, and we guarantee good times and fellowship with the community, and you our neighbors.

We thank you in advance for your consideration.

Sincerely,

Bishop Clarence B. Haddon Sr.
Senior Pastor

Dr. Joyce R. Haddon
Co-Pastor

By signing on the line below, you agree to allow us access to privately utilize Andover St, between Moore and William Streets on Saturday, August 24, 2013 from 11:00 A.M- 4:00 P.M.

Please Print:

Address: 3870 Moore St Inkster MI

Name (Print): Cherid D Alexander

Signature (Sign): Cherid D. Alexander Date: 7-31-13



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Senior Pastor

Dr. Joyce R. Haddon
Co-Pastor

By signing on the line below, you agree to allow us access to privately utilize Andover St, between Moore and William Streets on Saturday, August 24, 2013 from 11:00 A.M- 4:00 P.M.

Please Print:

Address: 14005 Moore

Name (Print): Janette Reed

Signature (Sign): Janette Reed Date: 7/30/13



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Senior Pastor

Dr. Joyce R. Haddon
Co-Pastor

By signing on the line below, you agree to allow us access to privately utilize Andover St, between Moore and William Streets on Saturday, August 24, 2013 from 11:00 A.M- 4:00 P.M.

Please Print:

Address: 3939 Williams

Name (Print): Martha Hughes

Signature (Sign): Martha Hughes Date: 7/31/13



Felicia Rutledge, City Clerk
City of Inkster
26215 Frowbridge
Inkster, MI 48141

www.cityofinkster.com
Phone: 313.563.9770
Fax: 313.563.7370
frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

High Praise Cathedral of Faith
Name

(313) 563-7459
Phone Number

4010 Moore St.
Applicant Address

highpraiseink@gmail.com
Email (Optional)

REQUEST:

Street To Be Closed: Andover Cross Streets: Moore / Williams

Date(s) To Be Closed: 8/24/13

Event Hours: 11 am/pm To 4 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Back To School Rally

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Applicant Signature: [Signature]

Date: 7/31/13

OFFICIAL USE ONLY REQUIRED APPROVALS:

Police _____ Fire _____ DPS [Signature] BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ Date: _____

Yolanda Holmes

From: Yolanda Holmes
Sent: Thursday, August 01, 2013 1:29 PM
To: Mark Hubanks; Mark Lloyd; Jerome Bivins; PD_Hilton Napoleon
Cc: Felicia Rutledge
Subject: Street Closure Requests



High Praise
Cathedral of Faith...



Michael Byrd-Street
Closure Re...



Princella Ellis-Street
Closure...

Hello All,

Please find attached 3 street closure requests for your approval or disapproval. Hard copies have been placed in your mailboxes.

Thank You

Yolanda Holmes

City Clerk's Office

City of Inkster

Tracking:

Recipient

Mark Hubanks

Mark Lloyd

Jerome Bivins

PD_Hilton Napoleon

Felicia Rutledge

Response

Approve: 8/1/2013 2:12 PM



Felicia Rutledge, City Clerk
City of Inkster
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Inkster, MI 48141

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Phone: 313.563.9770
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Applicant Signature: [Signature]

Date: 7/31/13

OFFICIAL USE ONLY REQUIRED APPROVALS:

Police Fire DPS BLDG

REQUIRED EQUIPMENT:

Barricades Cones Other

CITY COUNCIL APPROVAL: Date Approved: Resolution Number:

City Clerk Signature: Date:

Must leave Entrance & Exit for Emergency Apparatus



INKSTER POLICE DEPARTMENT
Inter-Office Memorandum

August 7, 2013

To: I/Chief Napoleon
Subject: Street closure request of Andover between Moore/Williams

Sir,

I went to the listed area and can see no issues that would arise due to the request for the street closure.


Sgt. Takala #1183

APPROVED

AUG 09 2013

CHIEF





Felicia Rutledge, City Clerk
 City of Inkster
 26215 Trowbridge
 Inkster, MI 48141

www.cityofinkster.com
 Phone: 313.563.9770
 Fax: 313.563.7378
 frutledge@cityofinkster.com

CHIEF'S OFFICE
 6012013 PM08:55

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Applicant Signature: [Signature]

Date: 7/31/13

OFFICIAL USE ONLY

REQUIRED APPROVALS:

Police [Signature] Fire _____ DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____

Resolution Number: _____

City Clerk Signature: _____

Date: _____