

1. Agenda

Documents: [12-02 13 AGENDA.PDF](#)

2. Packet

Documents: [12-02 13 PACKET.PDF](#)



INKSTER CITY COUNCIL

December 2, 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

RICHARD MARSH
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
 - A. Agenda
3. Presentations
4. Public Hearing
5. Public Participation (limit to 3 minutes)
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

December 2, 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

- A. Crescent Street Block Club- Proclamation.
- B. Inkster Foster Grandparents Program.

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4. Public Hearing

5. Consent Agenda

- A. November 18, 2013 Regular Council Meeting Minutes.
- B. Allen Brother's & Attorneys & Counselors LLC. \$41,879.27.

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Pg. 7

6. Boards and Commissions

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

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7. Previous Business

8. Ordinance(s)

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

9. New Business

- A. Discussion/Action: (Felicia Rutledge) Consider applying for a Polling Improvement Grant funds to be provided by the Help America Vote Act (HAVA).

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- B. Discussion/Action (Richard Marsh) Consider approving a property transfer and lease between the City of Inkster and the Inkster Library.

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10. Public Participation (limit to 3 minutes)

11. Mayor and Council Communication

12. City Clerk

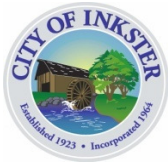
13. City Manager

14. Closed Session

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

15. Adjournment

Felicia Rutledge
City Clerk



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15. Adjournment

Felicia Rutledge
City Clerk

City of Inkster, Michigan
Proclamation Honoring
The Crescent Circle Watch Club

WHEREAS, the Crescent Circle Watch Club was established at 1561 Crescent Street in President Tammi Warren's backyard in 2009; and

WHEREAS, the block club now resides and holds meetings at 710 Middlebelt Road, every second Thursday of the month; and

WHEREAS, Crescent Circle Watch Club is a small group of 15 members; and

WHEREAS, the block club resides in a nice quiet subdivision where most neighbors have lived many years; and

WHEREAS, the Crescent Circle Watch Club adopts a family in their sub-division yearly; and

WHEREAS, the Crescent Circle Watch Club wants to keep their neighborhood safe, clean and free of drugs by coming together with the help of the City of Inkster's Auxiliary Police and Police Department; and

WHEREAS, in the past 4 years the block club has done many things to help the Auxiliary Police, by donating funds when needed, an office copier and various office supplies; and

WHEREAS, the Crescent Circle Watch Club holds a potluck dinner every year in November inviting the City Inkster's Auxiliary Police and Police Department ; and

WHEREAS, this year the potluck dinner included a invitation to the Sheriff and State Police; and

WHEREAS, the Crescent Circle Watch Club had an officer deliver food to the City of Westland 911 dispatchers who were unable to attend the potluck; and

WHEREAS, the block club holds this yearly potluck to say thank you for putting their lives on the line and for all that is done serving as liaisons in community policing.

WHEREAS, NOW THEREFORE, LET IT BE KNOWN, That the Mayor and Council of the City of Inkster, do hereby on behalf of the residents of the City of Inkster, recognizes the Crescent Circle Watch Club on it's accomplishments and acknowledges their effort in being a positive image for the City of Inkster .

IN WITNESS WHEREOF, I hereby set my hand and have caused the Seal of the City of Inkster to be affixed this 2nd day of December 2013

Mayor Pro-Tem Marcus Hendricks

November 18, 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, November 18, 2013

Prior to the Regular Council Meeting: The Agenda was discussed.

Moved by Councilmember Canty, Seconded by Councilmember Howard that Council convenes into a Closed Executive Session at 6:40 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 4

NAYS: 0

ABSENT: 3

- (Moner and Williams @ 6:45p.m.)

Moved by Councilmember Williams, Seconded by Councilmember Canty to adjourn the Closed Executive Session at 7:25p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Pro-Tem Hendricks called the meeting to order at 7:35 p.m.

Pledge of Allegiance

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

Roll Call

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

***A Quorum was present**

Approval of Agenda

Moved by Councilmember Moner, Seconded by Councilmember Williams to approve the agenda.

Resolution 11-13-169R - Motion carried.

Presentations/Discussion

- A. Inkster Big City Bengals Football Players and Cheerleaders-Proclamation
- B. State Representative- David Knezek
- C. Neighborhood Revitalization-Jerome Bivins and Judge Sabrina Johnson
- D. Police Partnerships- Chief Hilton Napoleon

Public Hearings (N/A)

Consent Agenda

- A. November 4, 2013 Regular City Council Meeting Minutes.

**Moved by Councilmember Shaw, Seconded by Councilmember Canty
to approve the consent agenda.**

Resolution 11-13-170R-Motion carried.

Boards and Commission

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

**Moved by Councilmember Canty, Seconded by Councilmember Moner
to appoint Debra Owens to the Parks and Recreation Commission.**

Resolution 11-13-171R-Motion carried.

Previous Business

Ordinance(s)

New Business

- A. Discussion/Action: (Hilton Napoleon) Consider purchasing a new Personnel ID Card Machine for the Police Department. Funds to be budgeted out of the Police JAG Grant Account # 101-301-977-100.

**Moved by Councilmember Moner, Seconded by Councilmember Canty
to approve the purchase of a Personnel ID Card Machine.**

Resolution 11-13-172R-Motion carried.

- B. Discussion/Action: (Richard Marsh) Consider approval of a Memorandum of Understanding between the City of Inkster and the Teamsters Local 214 and between the City of Inkster Command Officers Association of Michigan.

Moved by Councilmember Moner, Seconded by Councilmember Canty to approve the Memorandum's of understanding for the Teamsters 214 and the Command Officers Association of Michigan.

Resolution 11-13-173R-Motion carried.

NAY: (Shaw)

- C. Discussion/Action: (LaZonja Smith) Consider a Resolution for citywide employee Harassment Training.

Moved by Councilmember Moner, Seconded by Councilmember Williams to approve citywide Sexual Harassment Training.

Resolution 11-13-174R-Motion carried

- D. Discussion/Action (Felicia Rutledge) Consider approval of proposed City Council meeting dates for the 2014 calendar year.

Moved by Councilmember Moner, Seconded by Councilmember Shaw to approve the 2014 City Council calendar meeting dates.

Resolution 11-13-175R-Motion carried.

Public Participation

- **Williams Forbes**- Made a request to the City Treasurer regarding his Pension. He said that he can not do anything with Prudential until he has the numbers from the City Treasurer.
- **Tammy Warren**- The Inkster CERT Team has invited City Council out to make survival kits on Friday November 22, 2013 at 6:00 p.m. Additionally she stated that Block Club members that a very important meeting has been called by Police Chief Napoleon on November 20, 2013 at 6:15 p.m.; location 710 Middlebelt regarding law enforcement initiatives.
- **Commander Stubbs**-Informed residents of the Boys State Program. He asked residents to think of a young man in the community to participate in this program. Furthermore he said that the young man would need to have his own spending money but that the American Legion would take care of getting him to and from the program.
- **Pricilla Cook**-Stated she had water bill and tax bill concerns.
- **George Williams**-Asked that the residents come out and participate in the meetings regarding the Inkster School District. He said several leaders are at the table including the Mayor. He encouraged all Inkster residents to start working together.

Mayor and Council Communications

- **Councilman Williams**-Stated that several Sororities in the local area would be hosting a Free Enrichment Breakfast on December 7, 2013, from 10-12pm at the Booker Dozier Recreation Complex. He stated that Youth services have declined at the Recreation Complex and he does not understand why, when a millage was passed for Parks and Recreation, Youth and Senior Services. He asked that all City Council members turn in their completed City Clerk evaluations.

- **Councilman Shaw**-Thanked DPS for their board ups, clean ups and graffiti cleaning on stop signs. He stated he knows that DPS does the best job that they can. Furthermore he stated that he knows the confidence the citizens have in the city administration is low but he remains hopeful that the city will bounce back.
- **Mayor Pro-Tem Hendricks**- Stated he appreciates the Neighborhood Revitalization efforts. He stated that homes in transition seem to be one of the big problems. He asked that if any citizen has a basketball rim in the street, that it be removed upon non-use.
- **Councilman Moner**- Informed residents of the Goodfellows Newspaper Drive that will be coming up very soon. Additionally he thanked Commander Stubbs for the information regarding Veterans and said that his father was a Veteran. He would like mention a Veteran each month from Inkster at the City Council meetings.
- **Councilwoman Howard**- Wished all residents a Safe and Happy Thanksgiving.

City Clerk

- Informed Employees and City Council of the Annual Employee Holiday lunch to be held December 12, 2013 from 11-1:30pm.

City Manager

- Thanked City Clerk, Rutledge and Kim Sledge for their efforts on the Employee Holiday Luncheon.
- Thanked Department heads for all their efforts.
- Thanked City Council for the opportunity to serve.
- Thanked residents for engaging in meaningful conversations with him.
- Informed residents of his Chat with the City Manager meeting to be held on November 19, 2013 from 4-5:30pm in City Council Chambers.
- Informed residents that an Appreciation Dinner would be held for the Auxiliary Police on January 27, 2013 at 6:00pm.

Closed Session

Council convenes into a Closed Executive Session to discuss pending litigation in accordance with MCL 15.286 (e).

Adjournment

There being no further business to come before Council, on motion duly made by Councilmember Moner, Seconded by Councilmember Canty and carried, the Regular Council meeting of November 18, 2013 was adjourned at 9:12 p.m.



Felicia Rutledge, City Clerk
City of Inkster

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

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

Page: 1
11/27/2013
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees	Costs	
Flat fee/City Attorney work	\$6,000.00	\$1.38	
Municipal Legal Services	\$375.00	\$0.00	
Labor	\$2,686.50	\$0.00	
Litigation	\$30,580.00	\$2236.39	
CURRENT WORK TOTAL	\$39,641.50	\$2237.77	\$ 41,879.27

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
Richard Marsh, Jr., 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
Alfreda 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
Hersey Bryant, (C)
Horace Wells

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

CABLE TELEVISION COMMISSION

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

3 Year Term

9 Members

Ordinances 593 and 609

Timothy Williams Ex-Official	Exp. 11/16/12
Danny Van Schoiack Dist. 1	Exp. 12/01/11
Vacant Dist. 2	
Vacant Dist. 3	
Alfreda Flowers Dist. 4	Exp. 06/04/15
Vacant Dist. 5	
Lewis Gregory (C) Dist. 6	Exp. 01/04/13
George Celler Mayoral	Exp. 03/16/12
Carmen Mitchell At-Large	Exp. 02/18/11

CANVASSERS BOARD

[MEETINGS: As Required]

4 Year Term

4 Members

State Law

Deborah Owens (Dem)
Gloria Brown (Dem)
Courtney Owens (Dem)
Eugene Brazeal (Rep)

Exp. 12/31/15
Exp. 06/04/16
Exp. 06/04/16
Exp. 08/06/16

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden
Vacant - (Employee Representative)
James White
- (Commission Appointment)

Exp. 6/18/15
Exp. 12/04/11

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)		
- 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
Vacant (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
Vacant		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
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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 6:00 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
April Walton	Exp. 09/16
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 Williams	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 6:00 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. 09/03/16

Norma McDaniel (S)

Dist. 6

Exp. 10/19/15

Vacant. (C)

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 37137 Marquette, Westland, MI. 48185]

Michael Canty, Council Appointee

Exp. Tenure

Denise Champagne, Council Appointee

Exp. (Appointed in 2009)

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
Richard Marsh	Tenure
Bishop Walter L. Starghill, Jr.	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Vacant	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
Vacant	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
Richard Marsh, 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:

V Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: City Council
Richard Marsh, City Manager

Date: November 26, 2013

From: Felicia Rutledge, City Clerk Date for City Council Consideration: December 2, 2013

ACTION REQUESTED: Consider submittal of an application for Polling Place Improvement Grant thru the State of Michigan's Election Bureau with funds granted thru the Help America Vote Act.

Current Action ☒ Emergency ☐ Future ☐

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

Treasurer's Approval ☐ n/a ☐

BACKGROUND INFORMATION

The Michigan Department of State has been awarded funds from the Department of Health and Human Services to improve accessibility and participation in the elections process for voters with disabilities. This grant program is funded through Title II, Section 261, of the Help America Vote Act (HAVA). CFDA 93.617. The Michigan Department of Elections is responsible for overseeing these grant initiatives.

A portion of these funds have been allocated to assist cities and townships in making polling places accessible to individuals with disabilities according to the requirements of the Americans with Disabilities Act as it pertains to polling locations. Providing accessibility for all voters is a requirement for all polling places.

With the an assessment of Inkster polling locations by a Disability Advocacy Group thru the State of Michigan Elections Bureau, it was determined that the Inkster Recreation Complex meets the requirements for polling location improvements.

The application will be submitted and once approval is obtained, the work process will begin.

The funds are fully reimbursable to the City of Inkster with no matched funds unless we are not allocated the full grant amount. The grant funds are based on a first come basis.

SCOPE OF SERVICES

The scope of services would include the furnishing of all materials and performance of the necessary labor to install a new header and electronic sliding doors with safety glass and handicap accessibility.

JUSTIFICATION

To provide an appropriate means of handicap accessibility to the polling location located at the Inkster Recreation Complex.

PROJECT OR IMPROVEMENT TASKS

1. Improve and promote the image of Inkster.

COSTS

The following project has two estimates that will be submitted with the application. Requesting for the full amount to be paid with the allocated grant funds.

PROJECT TIME TABLE

Upon approval.

RESOLUTION

Approval of the submittal of a grant application for Polling Place Improvement at the Inkster Recreation Complex.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



STATE OF MICHIGAN
RUTH JOHNSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

VOTING ACCESS FOR INDIVIDUALS WITH DISABILITIES

POLLING PLACE IMPROVEMENT GRANT APPLICATION
(Refer to the Accompanying Instructions)

****This section only needs to be completed once.****

Section I. Jurisdiction Contact Information

COUNTY: Wayne CITY ☒ TOWNSHIP ☐: Inkster

CLERK CONTACT INFORMATION	TREASURER CONTACT INFORMATION
Name: <u>Felicia Rutledge</u>	Name: <u>Mark Stuhldreher</u>
Full Address: <u>26215 Trowbridge Inkster, MI. 48141</u>	Full Address: <u>26215 Trowbridge Inkster, MI.</u>
Zip Code: <u>48141</u>	Zip Code: <u>48141</u>
Fax:	Fax:
Phone: <u>(313) 563-0836</u>	Phone: <u>(313) 563-4268</u>
Email: <u>frutledge@cityofinkster.com</u>	Email: <u>mstuhldreher@cityofinkster.com</u>

Submit to: David Foster Michigan Department of State, Bureau of Elections
P.O. Box 20126 Lansing, Michigan 48901-0726
Email: fosterd2@Michigan.gov



STATE OF MICHIGAN
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VOTING ACCESS FOR INDIVIDUALS WITH DISABILITIES

POLLING PLACE IMPROVEMENT GRANT APPLICATION

(Refer to the Accompanying Instructions)

*****Complete Sections II, III and IV for *each* polling place location in which funding for improvements is being requested.*****

Section II. Polling Place Information

Polling Place Name:	Booker T. Washington Inkster Recreation Complex	Building Owned/ Controlled by:	City of Inkster
Full Address:	2025 Middlebelt Inkster, MI 48141		
Precinct Numbers:	Ward 2 Precinct 1 & 2		

- 1) Do you pay rent or any other costs associated with using the building as a polling place on Election Day? Yes ☐ No ☒
Explain: _____
- 2) Does the building owner agree to offset any of the rental/building use costs if a grant award is made? Yes ☐ No ☐ N/A ☒
Explain: _____
- 3) Would you and/or the building owner be agreeable to an external survey of the building if we determine one is needed? Yes ☒ No ☐ N/A ☐
- 4) Do you commit to using this building as a polling place for the next three even-year November general elections? Yes ☒ No ☐ N/A ☐ (You must agree to this stipulation in order for this location to be eligible for a grant award.)



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VOTING ACCESS FOR INDIVIDUALS WITH DISABILITIES

POLLING PLACE IMPROVEMENT GRANT APPLICATION
(Refer to the Accompanying Instructions)

****A detailed description of each category is included in the instructions.****

****Provide a description of each *individual* improvement to
be completed within each category.****

****Include pictures of the area in which funding for improvements is requested
prior to the completion of the improvements.****

****Attach written estimates or bids to support the cost estimates.****

Section III. Type of Improvement and Project Estimates

Parking Description of Each Improvement	Estimated Cost	Estimated Completion Date	Were bids solicited?
1.			Yes ☐ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐

Section III. Continued

Passenger Drop Off Area Description of Each Improvement:	Estimated Cost	Estimated Completion Date	Were bids solicited?
1.			Yes ☐ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐

Exterior Path of Travel/Sidewalks Description of Each Improvement:	Estimated Cost	Estimated Completion Date	Were bids solicited?
1.			Yes ☐ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐

Building Entrance Description of Each Improvement:	Estimated Cost	Estimated Completion Date	Were bids solicited?
1. Replacement of two entrance doors	See attached estimate		Yes ☐ No ☒ estimate solicited
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐

Section III. Continued

Interior Path of Travel/Hallways Description of Each Improvement:	Estimated Cost	Estimated Completion Date	Were bids solicited?
1.			Yes ☐ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐

Voting Area Description of Each Improvement:	Estimated Cost	Estimated Completion Date	Were bids solicited?
1.			Yes ☐ No ☐
2.			Yes ☐ No ☐
3.			Yes ☐ No ☐
4.			Yes ☐ No ☐



STATE OF MICHIGAN
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LANSING

VOTING ACCESS FOR INDIVIDUALS WITH DISABILITIES

POLLING PLACE IMPROVEMENT GRANT APPLICATION
(Refer to the Accompanying Instructions)

Section IV. Summary of Cost for Polling Place Improvements

****You must attach written estimates/bids to support estimates.****

Estimated Cost of All Improvements Combined for this Polling Place:

DUNS Number:

(Required if Estimated Cost is \$25,000 or greater.)

Estimated Start Date of First Improvement:

Estimated Completion Date of all Improvements:

I hereby certify that the information provided in this application is true to the best of my knowledge.

Selma M. Budge, City Clerk
Signature of Authorized Official

11-21-2013
Date



STATE OF MICHIGAN
RUTH JOHNSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

POLLING PLACE ACCESSIBILITY CHECKLIST

Name: _____	Address and brief description of polling place location (Fire Hall, Township Hall, School, Church, Portable Trailer, etc.):
County: <u>Wayne</u>	<u>Inkster Rec. Complex</u>
[] City: <u>Inkster</u>	<u>2025 Middlebelt Rd.</u>
[] Township: _____	<u>Inkster, MI 48141</u>
Precincts served by polling place location: _____	

Was a person with a disability advocacy group present during the evaluation of this polling place location?

[] YES [] NO

If "Yes," enter the person's name and identify the disability advocacy group:

Dan Cooper
(Name) (Disability Advocacy Group)

1 of 9



STATE OF MICHIGAN
RUTH JOHNSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

SECTION A: PARKING SPACES CHECKLIST

ADA STANDARD	Complies?
A1. If parking is available, count the total number of parking spaces provided for the polling place. Are the minimum number of accessible parking spaces provided, based on the total number of available parking spaces (see table below)? If more than 75, see the ADA Standards for Accessible Design, section 4.1.2, for the number of accessible parking spaces.	YES NO N/A

Total Spaces for Polling Place	Required Minimum Number of Accessible Spaces
1-25	1 van-accessible space w/ min. 96 inch wide access aisle
26-50	1 space w/ min. 60 inch wide access aisle + 1 van-accessible space
51-75	2 spaces w/ min. 60 inch wide access aisle + 1 van-accessible space

A2. Does each accessible parking space have its own, or share an adjacent access aisle that is least 60 inches (5 feet) wide? [ADA Stds 4.6.3]	YES NO N/A
A3. Is there at least one van-accessible parking space provided with an access aisle that is at least 96 inches (8 feet) wide or are universal parking spaces provided with a 132 inch (11 feet) wide vehicle space and a 60-inch (5 feet) wide access aisle? ADA Stds 4.1.2(5), A4.6]	YES NO N/A
A4. For van-accessible spaces, is there vertical clearance of at least 98 inches (8 feet - 2 inches) for the vehicle route to the parking space, the parking space, the access aisle and along the vehicle route to the exit? [ADA Stds 4.6.5]	YES NO N/A
A5. Are all accessible parking spaces, including the access aisle, relatively level (1 inch of rise for every 50 inches of length or 2%) in all directions? [ADA Stds 4.6.3]	YES NO N/A
A6. Does each accessible parking space have a sign with the symbol of accessibility that is visible when a vehicle is parked in the space? [ADA Stds 4.6.4]	YES NO N/A

A7.	If there is a curb between the access aisle and the accessible route to the building, is there a curb ramp? [ADA Stds 4.7]	YES NO N/A
A7a.	If you answered "yes" to A7 above, is the ramp surface at least 36" wide, excluding flared sides? [ADA Stds 4.7.3]	YES NO N/A
A7b.	If you answered "yes" to A7 above, is the slope (up or down the ramp) no more than one inch of vertical height for each 12 inches of length? [ADA Stds 4.7.2]	YES NO N/A
A8.	Are the accessible parking spaces serving the voting area on the shortest accessible route to the accessible entrance? [ADA Stds 4.6.2]	YES NO N/A
A9.	Does each access aisle connect to an accessible route from the parking area to the accessible building entrance? [ADA Stds 4.6.2]	YES NO N/A

SECTION B: PASSENGER DROP-OFF AREAS CHECKLIST

ADA STANDARD		COMPLIES?
B1.	Is a relatively level (1 inch of vertical height for every 50 inches of length) access aisle provided adjacent and parallel to the side of the vehicle pull-up area? [ADA Stds 4.6.6]	YES NO N/A
B2.	Is the vehicle space relatively level (2% maximum slope in all directions)?	YES NO N/A
B3.	Is the area for the access aisle at least 5-feet wide and 20-feet long? [ADA Stds 4.6.6] <i>Note: Unlike an accessible parking space, the surface for the access aisle does not have to be marked or striped.</i>	YES NO N/A
B4.	Is the vertical height for the vehicle route to the loading zone, the drop off area, and the exit at least 114 inches (9 feet 6 inches) in height? [ADA Stds 4.6.5]	YES NO N/A
B5.	Is a curb ramp provided between the vehicle pull up area and the access aisle or the access aisle and the accessible route to the accessible entrance? [ADA Stds 4.6.6]	YES NO N/A
B6.	If a curb ramp is provided, is the slope of the ramp surface (not counting the side flares) no more than one inch of vertical height for each 12 inches of length? [ADA Stds 4.7.2]	YES NO N/A

B7.	Is the width of the curb ramp surface at least 36 inches? [ADA Stds 4.7.3]	YES NO N/A
B8.	Does an accessible route connect the curb ramp to the accessible entrance? [ADA Stds 4.1.2(1)]	YES NO N/A

SECTION C: SIDEWALKS AND WALKWAYS CHECKLIST

ADA STANDARD		COMPLIES?
C1.	Is an accessible route provided from accessible parking spaces to the accessible entrance of the building? [ADA Stds 4.1.2(1), 4.3] <i>Note: If the accessible route crosses a vehicular route, a marked crosswalk should be used.</i>	YES NO N/A
C2.	Is an accessible route provided from public sidewalks and public transportation stops on the polling site (if provided) to the accessible entrance of the building? [ADA Stds 4.1.2(1)]	YES NO N/A
C3.	Is the accessible route at least 36 inches wide?	YES NO N/A
C4.	Is the accessible route free of steps and abrupt level changes over 1/2 inch? <i>Note: Level changes between 1/4 inch and 1/2 inch should be beveled.</i>	YES NO N/A
C5.	Where an accessible route crosses a curb is a curb ramp provided?	YES NO N/A
C5a.	If you answered "yes" to C5 above, is the ramp surface at least 36 inches wide, excluding flared sides? [ADA Stds 4.7.3]	YES NO N/A
C5b.	If you answered "yes" to C5 above, is the slope (up or down the ramp) no more than is one inch of vertical height for 12 inches of length? [ADA Stds 4.7.2]	YES NO N/A
C6.	If the slope of part of the accessible route is greater than one inch of vertical height for 20 inches of length, does this part meet the following requirements for an accessible ramp:	
C6a.	Is the ramp slope no greater than 1 inch of vertical height for every 12 inches of length? [ADA Stds 4.8.2] <i>Note: For existing ramps, the slope may be (1 inch of vertical height for every 10 inches of length for a 6 inch rise and 1 inch of vertical height for every 8 inches of length for a 3 inch rise in special circumstances (see ADA Stds 4.1.6(3)).</i>	YES NO N/A

C6b.	Is the ramp width, measured between handrails, at least 36 inches? [ADA Stds 4.8.3]	YES NO N/A
C6c.	Does the ramp have a level landing at the top and bottom of each ramp section that is at least 60 inches long? [ADA Stds 4.8.4] <i>Note: The level landing may be part of the sidewalk or walking surface.</i>	YES NO N/A
C6d.	If a ramp is more than 30 feet long, is a level landing at least 60 inches long provided for every 30 feet of horizontal length? [ADA Stds 4.8.4] <i>Note: When the running slope is less than one inch of vertical height for every 12 inches of length and more than one inch of vertical height for every 20 inches of length, each ramp segment may be up to 40 feet long followed by a level landing.</i>	YES NO N/A
C6e.	Is a level landing, at least 60 inches by 60 inches, provided where a ramp changes direction? [ADA Stds 4.8.4]	YES NO N/A
C6f.	Are the handrails mounted between 34 and 38 inches above the ramp surface? [ADA Stds 4.8.5]	YES NO N/A
C6g.	If the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? [ADA Stds 4.8.7]	YES NO N/A

SECTION D: BUILDING ENTRANCE CHECKLIST

ADA STANDARD		COMPLIES?
D1.	Is there at least one accessible entrance connected to an accessible route? [ADA Stds 4.1.3(1)] <i>Notes: If this entrance is not the main entrance, it needs to be kept unlocked during voting hours. If there are inaccessible entrances serving the polling place, signs will be needed at inaccessible entrance(s) to direct voters to the nearest accessible entrance.</i>	YES NO N/A
D2.	Does at least one door or one side of a double leaf door at the accessible entrance provide at least 32 inches of clear passage width when the door is open 90 degrees?	YES NO N/A
D3.	Is the door hardware (e.g., lever, pull, panic bar) usable with one hand without tight grasping, pinching, or twisting of the wrist? [ADA Stds 4.13.9]	YES NO N/A
D4.	On the pull side of the door, is there at least 18 inches clearance provided to the side of the latch if the door is not automatic or power-operated? [ADA Stds 4.13.6] <i>Note: The maximum threshold height is 1/2 inch for new construction.</i>	YES NO N/A

heavy door

D5.	If there is a raised threshold, is it no higher than 3/4 inch at the door and beveled on both sides? [ADA Std 4.1.6(3)(d)(ii), 4.13.8]	YES NO N/A
D6.	If an entry has a vestibule, is there a 30-inch by 48-inch clear floor space inside the vestibule where a wheelchair or scooter user can be outside the swing of a hinged door? [ADA Std 4.13.7]	YES NO N/A

SECTION E: HALLS AND CORRIDORS CHECKLIST

ADA STANDARD		COMPLIES?
E1.	Is there an accessible route, at least 36 inches wide that connects the accessible entrance to the voting area (the accessible route may narrow to 32 inches wide for up to 2 feet of length)?	YES NO N/A
E2.	Is the accessible route free of steps and abrupt level changes over 1/2 inch (level changes between 1/4 inch and 1/2 inch should be beveled)? [ADA Std 4.1.3(1), 4.3.8]	YES NO N/A
E3.	Does the route from the accessible entrance to the voting area change levels using a ramp, lift or elevator? <i>If N/A, go to question E-7.</i>	YES N/A
	E3a. If you answered "yes" to E3 above, is a ramp or sloped hallway provided? If yes, go to question E-4. <i>Note: A ramp, lift, or elevator can be used to provide access to floor levels.</i>	YES N/A
	E3b. If you answered "yes" to E3 above, is an elevator provided or lift provided? If an elevator is provided, go to question E-5. If a lift is provided, go to question E-6.	YES N/A
E4.	Where the slope of the accessible route is greater than 1 inch of vertical height for every 20 inches of length, does this part of the accessible route meet the following requirements for an accessible ramp:	
E4a.	Is the slope no greater than 1 inch of vertical height for every 12 inches of length? [ADA Std 4.8.2] <i>Note: For existing ramps, the slope may be 1 inch of vertical height for every 10 inches of length for a 6 inch rise and 1 inch of vertical height for every 8 inches of length for a 3 inch rise in special circumstances, see ADA Standards 4.1.6(3).</i>	YES NO N/A
E4b.	Is the ramp width, measured between handrails, at least 36 inches? [ADA Std 4.8.3]	YES NO N/A

E4c.	Are the handrails mounted between 34 and 38 inches above the ramp surface? [ADA Stds 4.8.5]	YES NO N/A
E4d.	If a ramp is more than 30 feet long, is a level landing at least 60 inches long provided every 30 feet of horizontal length? [ADA Stds 4.8.4] <i>Note: When the running slope is less than one inch of vertical height for every 12 inches of length and more than one inch of vertical height for every 20 inches of length, each ramp segment may be up to 40 feet long followed by a level landing.</i>	YES NO N/A
E4e.	Does the ramp have a level landing at the top and bottom of each ramp section that is at least 60 inches long? [ADA Stds 4.8.4] <i>Note: The level landing may be part of the sidewalk or walking surface.</i>	YES NO N/A
E4f.	Is a level landing, at least 60 inches by 60 inches, provided where a ramp changes direction? [ADA Stds 4.8.4]	YES NO N/A
E4g.	If the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? [ADA Stds 4.8.7]	YES NO N/A
E5.	Is an elevator provided to access the voting area level?	YES N/A
E5a.	Are the elevator call buttons mounted in an accessible location with the centerlines at 42 inches above the floor? [ADA Stds 4.10.3]	YES NO N/A
E5b.	Does the floor area of the elevator car provide space for wheelchair users to enter, reach the controls, and exit the car? [ADA Stds 4.10.9]	YES NO N/A
E5c.	Are the highest floor control buttons in the elevator cab mounted no more than 54 inches above the floor for a side reach or 48 inches for forward reach?	YES NO N/A
E5d.	Are raised letters and Braille characters used to identify each floor button and each control? [ADA Stds 4.10.12]	YES NO N/A
E5e.	Are signs mounted on both sides of the elevator hoistway door opening that designate the floor with 2-inch minimum-height raised letters and Braille characters centered at 60 inches above the floor? [ADA Stds 4.10.5]	YES NO N/A

E5f.	Is the elevator equipped with audible tones or bells or verbal annunciators that announce each floor as it is passed? [ADA Stds 4.10.13]	YES <u>NO</u> N/A
E6.	If a wheelchair lift is provided, does it meet the following requirements:	
E6a.	Is the lift operational at the time of the survey?	YES NO <u>N/A</u>
E6b.	Is the change in level from the floor to the lift surface ramped or beveled?	YES NO <u>N/A</u>
E6c.	Is there at least a 30-inch by 48-inch clear floor space on the wheelchair lift?	YES NO <u>N/A</u>
E6d.	Does the lift allow a wheelchair user unassisted entry, operation, and exit?	YES NO <u>N/A</u>
E6e.	Are the controls and operating mechanisms mounted no more than 54 inches above the floor for a side reach or 48 inches for a forward reach?	YES NO <u>N/A</u>
E6f.	Are the controls and operating mechanisms usable with one hand without tight grasping, pinching, or twisting?	YES NO <u>N/A</u>
E7.	At each location on the way to the voting area where the accessible route passes through a door or doors, does <u>at least one door</u> meet all of the following requirements (E7a through E7d)?	<u>YES</u> NO <u>N/A</u>
E7a.	The clear width for the door opening is at least 32 inches measured when the door is open 90 degrees. [ADA Stds 4.1.3(7), 4.13.5]	
E7b.	The door hardware (e.g., lever, pull, push, panic bar) is usable with one hand, without tight grasping, pinching, or twisting of the wrist, to allow people who may not be able to easily use one or both hands to fully operate the hardware. [ADA Stds 4.13.9]	
E7c.	There is clear maneuvering floor space in front of each accessible door. In addition, on the pull side, there is at least 18 inches clear floor space beyond the latch side of the door. [ADA Stds 4.13.6]	
E7d.	No more than 5 pounds of force is needed to push or pull open the accessible door. <i>Note: Fire doors are still considered to be accessible if they have the minimum opening force allowable by the appropriate administrative authority.</i>	

SECTION F: VOTING AREA CHECKLIST

ADA STANDARD		COMPLIES?
F1.	Is there an accessible entrance to the voting area?	☒ YES NO N/A
F2.	Within the voting area, is adequate space available on the accessible level for check-in tables, a voting demonstration area (if provided), and at least one accessible voting station?	☒ YES NO N/A
F3.	Is the voting area free of objects that protrude from the side more than 4 inches into the route with the bottom of the object more than 27 inches above the floor? [ADA Stds. 4.4] <i>Note: These objects may be wall mounted or free standing. Items to check include wall-mounted fire extinguishers, light fixtures, coat hooks, shelves, and display cases.</i>	☒ YES NO N/A
F4.	Is the voting area free of overhead objects that voters may pass under with the bottom edge lower than 80 inches above the floor?	☒ YES NO N/A

End of Checklist

estimate

DAN'S ENTERPRISES L.L.C.
33029 Michigan Ave. Wayne, MI. 48184
(734)595-3232 Fax (734) 405-5210
www.dansglassco.com

Quotation dated: Nov. 18,2013

To: City of Inkster
Job Location: Recreation Center
2025 Middlebelt Rd. Inkster, MI. 48141

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of: The Recreation Center located at 2025 Middlebelt Rd. Inkster, MI. 48141. To remove Exterior and Interior Doors at Main Entrance, to remove two large windows above exterior doors 60" x 80" Install new header and a pair of Besum Automatic Electric Sliding Doors with safety glass and handicap accessible. Reinstall two windows above doors. To remove two large windows above interior doors 60" x 80" Install new header and a pair of Besum Automatic Electric Sliding Doors with safety glass and handicap accessible. Reinstall two windows above doors. Run electric 110 volts to both doors for power.

All material to be bronze in color

Warranty: (1) year (parts and labor)

All material is guaranteed to be as specified. The above work to be performed in a workman like manner. For the sum of (\$24,662.00) twenty four thousand six hundred and sixty two dollars.

Payment and terms: 50% deposit at time of acceptance and 50% upon completion

Respectfully submitted _____ / ____/2013
Per Daniel Kalinowski, Dan's Enterprises

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are here by accepted you are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by: _____ Signature _____ / ____/2013
(print)

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33029 Michigan Ave. Wayne, MI. 48184

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To: City of Inkster
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Accepted by: _____ Signature _____ / ____ / 2013
(print)



2013/11/17 02:27





2013/11/14 02:07

after

<<< Caution: Automatic Door >>>

<<< Caution: Automatic Door >>>

2013/11/14 02:06

PROPOSAL

Tom's Glass Co.
Store fronts, Door repair, Contract Glazing, Mirrors, Table Tops.
Tom Kallnowski
Owner
Licensed and Insured.

1751 N. Linville Westland, MI 48185

Bus 734-326-9791 Cell 313-999-2277

Fax 734-326-9791

E-mail tomglasscompany@aol.com

PROPOSAL NO.

3587

SHEET NO.

DATE

Nov 15, 2013

PROPOSAL SUBMITTED TO:

NAME

CITY OF INKSTER

ADDRESS

Job Location: Recreation Center

2025 Middlebelt Rd. Inkster MI

PHONE NO

734) 728-7530

DATE OF PLANS

ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of Recreation Center
To remove exterior doors and interior doors, to remove two plate
glass windows above doors. Install two new Besum Automatic Sliding
doors handicap accessible. Reinstall four glass plate windows above
doors, to use safety glass where required.

NOTE: Recreation Center to supply 110 volt electric to door area
for power. All frames will be Bronze in color

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Twenty Six Thousand Seven Hundred and Eighty Four Dollars (\$ 26,784.00)

with payments to be made as follows. 50% deposit and 50% upon completion.

TOM'S GLASS CO.

Respectfully submitted (734) 328-9791

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Per

Thomas Kallnowski

Note — This proposal may be withdrawn
by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

Date: November 26, 2013

From: Richard J. Marsh, Jr.

Date for Council Consideration: December 2, 2013

ACTION REQUESTED: Mayor and Council to consider the City of Inkster and the Inkster Public Library (also referred to as the Leanna Hicks Public Library) to enter into an agreement (Personal Property Transfer Agreement and Bill of Sale) for valuable consideration of One Dollar (\$1.00). See attachment. Also, to enter into an agreement with the Library to lease the premises from the City of Inkster at 2005 Inkster Road on a monthly basis, payable in equal monthly installments of One Thousand Two Hundred Fifty Dollars (\$1,250.00).

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Treasurer's Approval

BACKGROUND:

The Library was established by a vote of the citizens of the City of Inkster on November 2, 2010 to provide library services pursuant to the provisions of Section 10a of 1877 PA 164, the City, Village and Township Libraries Act, ("PA 164"). The City has previously operated a public library (the "Former City Public Library") pursuant to the City Charter and Code of Ordinances. The financial records of the Former City Public Library have been maintained on the same fiscal year as that of the City which ends on each June 30. Also, the financial records of the Former City Public Library have been audited as a separate special revenue fund within the City's comprehensive annual audits. See attachments:

1. Personal Property Transfer Agreement
2. Bill of Sale (Exhibit A)
3. Contractual Obligation Assumed by the Library (Exhibit B)
4. Library Building Lease

SCOPE OF SERVICES:

1. To transfer assets and contractual obligations from the City of Inkster to the Inkster Public Library.
2. The City ("Seller") will transfer and convey to the Inkster Public Library ("Purchaser") all of Seller's right, title and interest in and to all of the tangible and intangible personal property used by Seller in providing public library services (See attachment).
3. For the City of Inkster to lease the premises at 2005 Inkster Road to the Inkster Public Library for a period of five (5) years. See attachment.

JUSTIFICATION:

PROJECT IMPROVEMENTS:

N/A

COSTS:

- Transfer: One Dollar (\$1.00)
- Lease: Revenue to the City in the amount of \$1,250.00)

PROJECT TIME TABLE:

Once approved by Council and upon the execution of all documentation.

RESOLUTION:

Authorization is hereby given for the City of Inkster and the Inkster Public Library (also referred to as the Leanna Hicks Public Library) to enter into an agreement (Personal Property Transfer Agreement and Bill of Sale) for valuable consideration of One Dollar (\$1.00). See attachment. Also, to enter into an agreement with the Library to lease the premises at 2005 Inkster Road from the City of Inkster on a monthly basis, payable in equal monthly installments of One Thousand Two Hundred Fifty Dollars (\$1,250.00).

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

PERSONAL PROPERTY TRANSFER AGREEMENT

TRANSFER OF ASSETS AND CONTRACTUAL OBLIGATIONS

THIS AGREEMENT is entered into as of the ____ day of _____, 2013, by and between the City of Inkster ("City") and the Inkster Public Library (also referred to as the Leanna Hicks Public Library) hereinafter the ("Library").

WHEREAS, the Library was established by a vote of the citizens of the City of Inkster on November 2, 2010 to provide library services pursuant to the provisions of Section 10a of 1877 PA 164, the City, Village and Township Libraries Act, ("PA 164").

WHEREAS, the City has previously operated a public library (the "Former City Public Library") pursuant to the City Charter and Code of Ordinances;

WHEREAS, the City has the authority to enter into this Agreement pursuant to the authority granted in the City Charter and Code of Ordinances;

WHEREAS, the Library has the authority to enter into this Agreement pursuant to Section 5 of Act 164;

WHEREAS, the financial records of the Former City Public Library have been maintained on the same fiscal year as that of the City which ends on each June 30; and the financial records of the Former City Public Library have been audited as a separate special revenue fund within the City's comprehensive annual audits.

THEREFORE, in consideration of the premises, the City and the Library agree as follows:

1. Subject to the terms of this Personal Property Transfer Agreement, the City agrees that it has transferred the City Public Library Funds, including any trusts or endowments ("Public Library Fund"), to the Library that were on hand with the City at the time the Library was formed on November 2, 2010. This paragraph does not apply to or waive the Library's interest in any of the taxes collected by the City pursuant to the library millage proposal or any funds that the City may owe to the Library.

On the effective date of this Personal Property Transfer Agreement, for valuable consideration of One Dollar (\$1.00), the City shall transfer and convey the personal property of the Former City Library, including but not limited to all personal property identified in the Bill of Sale attached as Exhibit A to this Personal Property Transfer Agreement.

Upon the effective date of this Personal Property Transfer Agreement, the Library hereby assumes the responsibility for the contractual obligations related to the

Former City Public Library assets and Public Library Fund, including but not limited to the contractual obligations identified in Exhibit B. The City and the Library shall execute the Bill of Sale attached as Exhibit A to this Agreement. The Library shall have authority to dispose of such property as authorized by the Library Board if it is no longer needed for library purposes.

2. In the event of failure by the parties to perform its obligations under this Agreement, the party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

IN WITNESS WHEREOF, the City and the Library shall have executed this Agreement as of the date first indicated above by and through their respective duly authorized representatives.

INKSTER PUBLIC LIBRARY

By: _____

Its: _____

Dated: _____

CITY OF INKSTER

By: _____

Its: _____

Dated: _____

EXHIBIT A

BILL OF SALE

This Bill of Sale is made as of the _____ day of _____, 2013, between **THE CITY OF INKSTER**, a Michigan municipal corporation, (collectively "Seller"), and the **INKSTER PUBLIC LIBRARY**, a Library established pursuant to Section 10a of 1877 PA 164 ("Purchaser").

For valuable consideration of One Dollar (\$1.00), Seller transfers and conveys to Purchaser all of Seller's right, title and interest in and to all of the tangible and intangible personal property used by Seller in providing public library services, including, without limitation, all of the books, furniture, equipment, and other personal property located in or used in connection with the public library located at 2005 Inkster Road, Inkster, MI 48141, and all books, records, reports, documents, instruments and agreements evidencing, detailing or pertaining to any of the personal property, and the Seller's rights therein. The personal property transferred to the Purchaser shall include, without limitation, the items listed in Exhibit 1 attached hereto. None of the personal property is subject to any claim, lien, encumbrance or interest of any kind or nature.

Except as expressly provided herein, Seller makes the transfer under this Bill of Sale without any representation, warranty or guaranty, whether express, implied or statutory, including any warranty of condition, merchantability, habitability or fitness for a particular use or purpose. This transfer is made as is, where is, and with all faults.

Purchaser accepts delivery of the personal property and assumes all risk of loss and responsibility for the performance and compliance with any contractual agreement or undertaking related to any of the personal property or any of the Seller's rights therein.

This Bill of Sale is made as of the date written above.

CITY OF INKSTER

INKSTER PUBLIC LIBRARY

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

Exhibit 1 to Bill of Sale

1. All personal property located in the Inkster Public Library on the effective date of the Personal Property Transfer Agreement. The personal property that is transferred shall include, but not be limited to, the following:

Children's Area

- 1 Media Kit Spinner
- 1 small plastic trash receptacle
- 3 6ft wood slat and metal legged benches
- 1 wood and metal magazine display
- 2 round juvenile wood tables
- 8 juvenile size wood chairs
- 1 wood puzzle table
- 4 wood toddler chairs
- 2 single-faced open wall shelving units (12ft to 20ft in length)
- 1 retro round chair
- 2 revolving paperback display unit
- Juvenile and teen hardcover books: 15,547
- Juvenile and teen paperback books: 3,727

Adult Fiction Area

- 1 four tower paperback display unit
- 1 six tower paperback display unit (used for Romance paperbacks)
- 1 double-sided wood retail display unit (VHS and DVDs)
- 2 double-sided open wood bookcases (21ft and 18ft)
- 4 single-sided open wall type bookcases (varied lengths 12ft to 18ft)
- Adult hardcover books (incl. non-fiction): 14,902
- Adult paperback books (incl. non-fiction): 5,082

Non-Fiction Area

- 1 wooden step stool
- 3 single-faced open wall type shelving units (each 12ft x 7ft) Biographies
- 3 double-sided open wooden book cases (each 15ft x 7ft)
- 2 double-sided bookcases w/ metal adjustable shelves
- 1 double-sided metal magazine display
- 2 newspaper display racks w/storage shelves

Teen and Reference Areas

- 6 wood study tables
- 25 wood chairs
- 3 retro round chairs
- 1 double-sided open book case (H. 3ft L. 30ft.)
- 1 revolving BOCD display unit
- 3 single-faced wall style shelving units w/ adjustable shelves
- 1 floor display case glass 18" x 18" w/light-used

1 floor stand globe
1 table top dictionary stand
Reference books: 1,390

Library Signage and accessories

2 cork bulletin boards (various sizes)
2 cork bulletin boards (various sizes)
Electric pencil sharpener

Children's Department Story Time and Program Supplies

4 white laminate supply cabinets
Misc. arts and crafts supplies
15 story time puppet kits and 22 stuffed animals
Musical Instruments-toy
2 Flannel boards
1 small Easel
Rolling small storage unit with 6 red plastic drawers

Computer Area Furniture (electronic equipment not included)

1 Endure oak laminate 6 position circular workstation
2 Endure oak laminate 3 position semi-circular workstations
11 wood chairs
2 small plastic trash receptacles

Circulation Desk Area

1 Exhibit Case 36" wide w/sliding glass doors
2 wooden book carts
1 AED unit-Defibulator
4 single-faced open shallow book cases
1 utility stand on wheels (used for printer)
3 small plastic waste receptacles
1 orange kick-step stool
1 suggestion box with pen
2 desk chairs
1 task chair
1 person computer desk (used to display library flyers)
1 Circulation Desk
1 Solar Clock
1 electric wall clock
Audio, CD, DVD and misc. cataloged items: 2,980

Entrance Area

2 Wall mounted metal literature holders
1 single-sided wall type open paperback bookcase
1 wall mounted acrylic literature and pamphlet display
1 stand-up access station

Conference Room

5 brown laminate top 6ft folding tables
7 brown laminate top 8ft folding tables
1 red dolly (Belongs to Comp USA)
2 plastic trash receptacles
1 wood podium
11 single sided open bookcases
1 Artificial Christmas tree
40 Brown fabric stacking chairs
3 Chair dollies
1 display case

Kitchen

Dark green lounge chair with ottoman
1 floor reading lamp
1 plastic trash receptacle
1 water dispenser - Avanti model WD50
3 mounted posters
1 microwave 700 watt
1 tube type 19" television
1 coffee maker
1 West Bend 30 cup coffee pot
1 Hotpoint refrigerator
1 step ladder
2 laminate counters with laminate cabinets below
1 sentry combination safe model V560
1 booth with laminate bench seating
1 solar clock

Library Board Desk Area

Curved desk top with 2 metal lower drawer units
2 overhead metal bins w/lights
1 desk Lamp
1 plastic trash receptacle
4 mounted posters
Dell Optiplex 760/Monitor/keyboard
1 Epson Perfection 2400 Scanner
Misc. files and paper holders
5 half wall fabric panels
1 black desk chair
1 double door metal base unit

Public and Staff Computers and Electronic Equipment (excluding Commission Desk)

1 Electronics tower with Cisco routers, filters, switches and server
1 IBM wheelwrite typewriter

- 1 Sharp FAX machine model UXB800SE
- HP deskjet 960c printer
- Dell 1710n printer
- HP Laser Jet P2015dn printer
- HP Laser Jet P3015 printer
- HP photosmart C5580 all in one
- 2 Dell Optiplex 755/monitors/keyboards (at circ desk)
- 1 Dell Optiplex 745/monitor/
- 4 Dell Optiplex GX520/monitors w/Keyboards
- 6 Dell Optiplex 760/monitors/keyboards (3 staff, 2 public, 1 catalog)
- 5 Dell Optiplex 380/monitors/keyboards
- 1 Dell Optiplex GX260/monitor/keyboard (SAM station)
- 3 metrologic scanners

Work Room Furniture

- 2 metal supply cabinets
- 3 metal overhead shelving units
- 3 lateral file cabinets
- 5 half wall fabric panels
- 1 curved desk top with 2 metal units of lower drawers (youth librarian)
- 2 rail metal book shelves w/lights (youth librarian)
- 1 L-shaped desk top with 2 metal units of lower drawers (head librarian)
- 1 metal rail unit for files and printer (head librarian)
- 3 overhead metal bins w/lights (processing area)
- 1 two person desk top with 2 units of lower metal drawers (processing)
- 2 green side chairs
- 3 black desk chairs
- 1 black task chair
- 2 two door metal storage cabinets with wood top (fax station)
- 4 plastic trash receptacles
- 1 Staples Office shredder
- 1 wooden book cart
- 15 mounted posters
- 1 battery wall clock

2. In addition, the Inkster Historical Commission's personal property located in the Inkster Library on the effective date of the Personal Property Transfer Agreement. The personal property that is transferred shall include, but not be limited to, the following:

- 2 Supply cabinets
- 3 Lateral, three drawer files with storage cabinets on top of each
- 4 Overhead bins
- 1 Two drawer file cabinet
- 1 Desk top
- 1 Desk light

1 Dell laptop Year: 2006
1 HP Printer Year: 2006
1 Printer stand
1 Three step ladder
1 Work stand
1 glass and wood frame wall message board year: 2000
Various archival safe supplies
1 Wall clock (battery)
1 Laminator along with a laminator stand

EXHIBIT B

CONTRACTUAL OBLIGATIONS ASSUMED BY THE LIBRARY

The following is a list of contractual obligations of the City of Inkster that shall be assumed by the Inkster Public Library upon the execution of this Agreement:

1. The following contractual obligations shall be assigned from the City of Inkster to the Inkster Public Library to the extent such contracts are assignable:
 - The Xerox Copy Machine is for public use and there is a Leasing Agreement with Xerox.

LIBRARY BUILDING LEASE

This Lease is made this ____ day of ____, 2013, ("Effective Date") by and between the City of Inkster, a Michigan Municipal Corporation with offices at 26215 Trowbridge, Inkster, MI 48141, hereinafter designated as the Landlord, and the Inkster Public Library (also referred to as the Leanna Hicks Public Library), a library created pursuant to Public Act 164 of 1877, as amended, hereinafter designated as the Tenant.

1. **Term.**

In consideration of the covenants and agreements to be performed by the Tenant and the Landlord under this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises commonly known as the Inkster Public Library, located at 2005 Inkster Road, Inkster, MI 48141, as more particularly described on attached Attachment 1 ("Premises"), for a period of five (5) years beginning from the Effective Date of this Agreement. In the event Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to month-to-month tenancy. The month-to-month tenancy shall be cancelable by either party upon thirty (30) days written notice to the other.

2. **Consideration.**

In consideration of this Lease, Tenant shall pay Landlord rent in the amount of Fifteen Thousand Dollars (\$15,000.00) per year, payable in equal monthly installments of One Thousand Two Hundred Fifty Dollars (\$1,250.00), due and payable on the first (1st) day of each month during the term of this Lease. Rent for any partial month of occupancy shall be prorated. Rent payments shall be made to Landlord at its address shown above or any other place designated in writing by Landlord.

3. **Tenant's Responsibilities.**

Without limiting the foregoing, the Tenant agrees as follows:

- a. The Tenant shall not perform or permit any acts or carry on any practices which may injure the building and structures on the Premises, and shall keep the Premises, or cause the Premises to be kept, clean and free from rubbish, and dirt in full compliance with all applicable laws and ordinances. The Tenant shall be responsible for refuse collection.
- b. The Tenant shall be responsible for the risk of loss of all the personal property on the Premises and shall ensure that fire and extended coverage insurance is obtained on the Tenant's personal property located in the Premises in amounts reasonably deemed adequate by the Tenant to fully insure such personal property.

- c. The Tenant shall be solely responsible for the provision, maintenance and repair of any interior signs relating to the use of the Premises.
- d. The Tenant shall pay for water with the waiver of the surcharge fee, the alarm system, telephone and any other communication services used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due.
- e. The Tenant agrees to provide or secure custodial service for the Premises.

4. **Landlord's Responsibilities**

- a. The Tenant shall pay for electric and gas services during the term of this Lease once the Building has been metered or an acceptable method has been established for determining the electric and gas expenses. Until such time the Landlord shall pay for electric and gas, used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due.
- b. The Landlord shall perform all necessary exterior painting and repair to the exterior of the building, including the maintenance, repair or replacement of the roof.
- c. The Landlord shall maintain in good repair and condition and replace when necessary all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the Premises, and shall make all repairs, replacements and upgrades to such Premises' fixtures and equipment. The Tenant shall notify the Landlord in writing for the need for maintenance, repair or replacement as discussed above.
- d. The Landlord shall at all times during the term of this Lease ensure that the Premises is insured against loss or damage caused by fire, with extended coverage, boiler and machinery, water damage and windstorm damage, in an amount not less than one hundred percent (100%) of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost without deduction for physical depreciation. The Landlord shall name the Tenant as an additional insured on such insurance policy. The insurance policy will contain a standard waiver of subrogation provision and will provide that it cannot be terminated except upon thirty (30) days prior written notice to the Tenant.
- e. The Landlord shall provide comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises, or arising out of the improvement, repair or alteration of the Premises. The limits of such insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than One Million Dollars (\$1,000,000.00) in aggregate. The Landlord shall furnish the Tenant a binder renewing the insurance policy at least thirty (30) days before the policy expires. The

policy or binder shall name the Tenant as an additional insured and shall provide for at least thirty (30) days notice of any change in coverage or of cancellation.

- f. The Landlord shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as it deems necessary.
- g. It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenable condition with reasonable dispatch. The Tenant shall remove its damaged goods, wares, equipment or property within a reasonable time to permit the repair and restoration. The rent shall abate during any period the Premises are untenable.
- h. The Landlord shall be solely responsible for the provision, maintenance and repair of any exterior signs relating to the use of the Premises.
- i. The Landlord shall provide building maintenance services including, but not limited to, mowing, snow removal, lawn, and landscaping.

5. **Major Capital Improvements.**

The Tenant shall not change the facade of the Premises or undergo any major capital improvements without prior written approval of the Landlord, which the Landlord shall not unreasonably deny.

6. **Assignment of Lease.**

The Tenant and the Landlord covenant not to assign, sublet, or transfer this Lease under any circumstances without the prior written consent of the other party, which shall not be unreasonably withheld.

7. **Use for Library Purposes.**

It is understood and agreed between the parties hereto that the Premises during the continuance of this Lease shall be used and occupied for providing public library services. Further, Tenant will not use or permit or suffer the use of the Premises for any purpose in violation of any federal or state law, municipal ordinance or regulation, including but not limited to the federal Americans with Disabilities Act and the Michigan Persons with Disabilities' Civil Rights Act. The parties expressly agree that the Tenant may, during the term of this Lease, move the operations of the public library services to a temporary location in order to construct improvements to the Premises.

8. **Improvements.**

It is understood and agreed that during the course of this Lease or any previous leases, that there will be certain furniture, fixtures, and other improvements that will be or have been added to the property by the Tenant which shall not alter the basic structure of the property, and the Tenant shall have the right to remove all such improvements upon the termination of the Lease with the exception of any permanent improvements which they shall have made to the heating and/or plumbing or electrical facilities which shall become part of the real property and remain as such at the termination of the Lease.

9. **Termination/Remedies for Breach of Lease.**

- a. If Tenant shall breach or fail to perform any of the promises and agreements in this Lease, and such failure is not cured within ninety (90) days after written notice from Landlord, Landlord may commence such performance at Tenant's cost and expense or terminate this Lease and reenter and repossess the Premises.
- b. Subject to Paragraph 9(d), if the Landlord shall breach or fail to perform any of the promises and agreements in this Lease and such failure is not cured within ninety (90) days after written notice from Tenant, Tenant may commence such performance at Landlord's cost and expense or terminate this Lease.
- c. In addition to the termination provisions in Sections a and b above, the Tenant or the Landlord may terminate this Lease for any reason upon giving six (6) months written notice to the other party.
- d. To the extent Landlord is obligated under this Lease to pay any amounts, maintain or repair any portion of the Premises, or to perform any other obligation, and Landlord fails to make such payment and/or perform such maintenance, repair or other obligation within fifteen (15) days after receipt of written notice from Tenant of the necessity therefore (or within such shorter period of time, if any, as is reasonable in the event of an Emergency [as defined below]), Tenant may, but shall not be obligated to, make such payment or perform such maintenance, repair or other obligation, and Landlord shall reimburse Tenant for all reasonable costs and expenses, including reasonable attorneys' fees, expended by Tenant in connection therewith. If Landlord fails to immediately reimburse Tenant, in addition to any other remedies available under applicable law, Tenant shall have the right to set off such amounts (plus interest thereon at the highest rate permitted by law) against the next ensuing rent payments until Tenant has been fully reimbursed. The term "Emergency" shall mean a situation, in Tenant's sole discretion, which has caused or is likely to cause bodily injury to persons, contamination of or physical damage to the Premises (or any portion thereof), or adjoining property or economic liability.

10. **Right of Entry.**

The Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, reasonable hours being defined as hours when the Library is open to the public or in a clear emergency, notification of the Library Director or the Board's President or any designated Board member within a timely fashion.

11. **Waivers.**

One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

12. **Notice.**

Whenever notice of any kind is required under this Lease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with first class postage prepaid.

13. **Surrender of Premises.**

At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition (subject to any additions, alterations, or improvements, if any) as presently exists, reasonable wear and tear excluded.

14. **Lease Binding.**

This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

LANDLORD

TENANT

CITY OF INKSTER

INKSTER PUBLIC LIBRARY

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

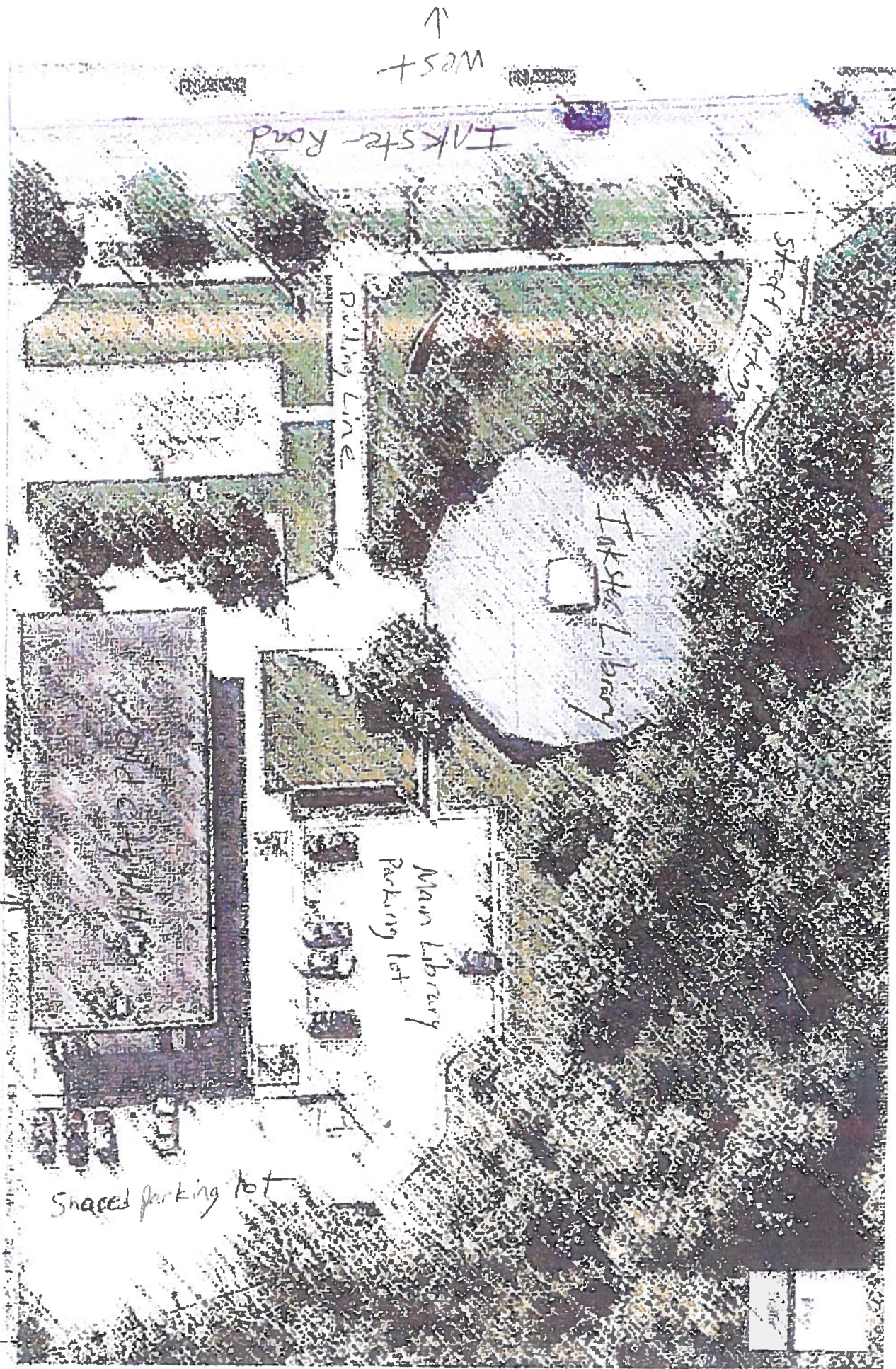
ATTACHMENT 1

PREMISES

1. The Library building
2. The parking lot area for patrons between the Library and the old City Hall
3. The Library staff parking lot area behind the Library
4. The immediate area surrounding the Library and the area west of the Library and north of the walkway that divides the Library's premises from the old City Hall's premises extending to the sidewalk along Inkster Road.

See additional attachment which contains an aerial view of the premises.

North



South
↓
Court building & police station
are located across from old city hall bldg