

1. Agenda

Documents: [10-06 14 AGENDA.PDF](#)

2. Packet

Documents: [10-06 14 PACKET.PDF](#)



INKSTER CITY COUNCIL

October 6, 2014
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*

ELECTION COMMISSION MEETING 6:00PM-6:15PM

1. Call to Order
2. Discussion
 - A. Agenda Discussion
 - B. Property Maintenance – McKenna & Associates, Jim Wright
 - C. Construction Board of Appeals – McKenna & Associates, Jim Wright
 - D. City of Inkster 50th Anniversary – Councilman Williams
3. Public Hearing
4. Public Participation (limit to 3 minutes)
5. 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).
6. Adjournment

October 6, 2014

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. City of Inkster 50th Anniversary – Theola Jones and Ruth Williams
 - B. Spring Clean Challenge – Judge Sabrina Johnson
 - C. Volunteer Program – Human Resources, LaZonja Smith
 - D. Inkster Fire Department Annual Open House – Chief John Adams
 - E. Planning and Development Update – Community Development, Jeannie Fields
4. Public Hearing
5. Consent Agenda
 - A. September 15, 2014 Regular City Council Meeting Minutes. **Pg. 1**
 - B. September 25, 2014 Special City Council Meeting Minutes. **Pg. 5**
 - C. Allen Brother's and Attorney's PLLC. Invoice \$ 35,086.25 **Pg. 7**
6. Boards and Commissions
 - A. Update of current list of appointments to Boards & Commissions. **Pg. 8**
7. Previous Business
8. Ordinance(s)
 - A. First Reading(s)
 - B. Second Reading(s)
9. New Business

- A. Discussion/Action: (Jeannie Fields) Consider appointment of James Wright, a licensed Building Official, as the Building Official for the City of Inkster to enforce the provisions of the City Building Code. **Pg. 15**
- B. Discussion/Action: (Jeannie Fields) Consider approval to enter into a contract with CDRE, Inc. to provide commercial real estate services to sell City-Owned structured properties and vacant lots for one (1) year. **Pg. 17**
- C. Discussion/Action: (Jeannie Fields) Consider approval of a Special Conditions Use (SCU-14-04) and Site Plan (SP14-05) to allow a Carry Out Restaurant located at 1121 Middlebelt Rd. in the B-2 District with the conditions noted per the recommendation of the Planning Commission on September 29, 2014. **Pg. 48**
- D. Discussion/Action: (Jerome Bivins) Consider a Request for Proposal (RFP) to be entered on Michigan Inter-Government Trade Network (MITN) and Media Outlet, Internet and Cable and any other form of advertisement for street sweeping. **Pg. 70**
- E. Discussion/Action: (Mark Stuhldreher) Consider approval of an Agreement with executive search firm TJ-Staffing Services, Inc. (TJA) to facilitate the search for a new Police Chief. **Pg. 78**
- F. Discussion/Action (Richard Marsh) Consider authorization for Administration to submit a Financially Distressed Cities, Villages and Townships (FDCVT) Grant applications for consideration and approval to the Michigan Department of Treasury for the (FDCVT) Grant Program. **Pg. 84**

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

September 15, 2014

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 September 15, 2014.

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

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

Roll Call Vote:

YEAS: 6
NAYS: 0
ABSENT: 1 (Hampton)

Moved by Councilmember Moner, Seconded by Councilmember Williams to adjourn the closed Executive Session at 7:25 p.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 Canty
to approve the agenda as amended with item "C" added to Presentations.
Resolution 09-14-143R - Motion carried unanimously.

Presentations/Discussion

- A. Parks and Recreation Update – Mr. Craig Lewis
- B. Reinvent Inkster Update – MSU Extension
- C. FEMA Update – Deputy Director of DPS, Jerome Bivins

Public Hearings

Consent Agenda

- A. September 2, 2014 Regular Council Meeting Minutes.
- B. Allen Brother's and Attorney's PLLC Invoice \$18,774.85

Moved by Councilmember Moner, Seconded by Councilmember Canty to approve the Consent agenda.

Resolution 09-14-144R – Motion carried.

Boards and Commission

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

Moved by Councilmember Moner, Seconded by Councilmember Canty to appoint Shelby Johnson to the Parks and Recreation Commission.

Resolution 09-14-145R – Motion carried.

Moved by Councilmember Shaw, Seconded by Councilmember Canty to appoint James Richardson to the Parks and Recreation Commission.

Resolution 09-14-146R – Motion carried.

Moved by Councilmember Howard, Seconded by Councilmember Moner to appoint Gloria Mitchell to the Parks and Recreation Commission.

Resolution 09-14-147R – Motion carried.

Previous Business

Ordinance(s)

- A. First Reading(s)
- B. Second Reading(s)
 - 1. Consider a second reading to amend the City of Inkster Code of Ordinances by amending Chapter 54, Section 54.09, Charges Billing Periods in accordance with Michigan Public Act 382 of 1972 as amended.

Moved by Councilmember Moner, Seconded by Councilmember Canty

Resolution 09-14-148R – Motion carried.

NAY: (Williams)

2. Consider a second reading to amend the City of Inkster Code of Ordinance by amending Chapter 52, section 52.13, Billing and Collection Practices Services in accordance with Michigan Public Act 382 of 1972, as amended.

Moved by Councilmember Moner, Seconded by Councilmember Canty
Resolution 09-14-149R – Motion carried.
NAY: (Williams)

New Business

- A. Discussion/Action: (Mark Stuhldreher) Consider adoption of a second reading of amendments to the City of Inkster Code of Ordinances 54, section 54.09 and Ordinance 52, section 52.13 as amended.

Moved by Councilmember Moner, Seconded by Councilmember Shaw
Resolution 09-14-150R – Motion carried.
NAY: (Williams)

- B. Discussion/Action: (Jerome Bivins) Consider authorizing Administration to enter into a services contract with Plant Wise to perform Re-vegetation and Maintenance for the Middlebelt CSO Basin located at 2121 Middlebelt Rd.

Moved by Councilmember Moner, Seconded by Councilmember Canty
Resolution 09-14-151R – Motion carried.

Public Participation

- **Nellene Moore** – Concerns about dumping in Annapolis Pointe.
- **Ernestine Williams** – Informed City Council that a big pot hole is on Carlyle and John Daly.
- **Deborah Owens** – Stated positive comments about Mr. Craig Lewis. She said he has put in several hours making sure that the Recreation Complex is something that the City of Inkster residents can be proud about.
- **Daisy Tryss** – Informed residents about the Family Literacy Night on September 24, 2014 from four until seven, Story time at the library every Monday from two until three thirty, and free book distribution once a month beginning on October 5, 2014.
- **Gina Allen** – Informed City Council that they can make the hardship issue with regards to water and sewer a departmental policy instead of a Resolution.
- **George Williams** – Asked to have a written response about the two mills for the Parks and Recreation Department. He further asked for a break down of how the money was spent for the seniors and Youth Programs within the Parks and Recreation for the years 2011, 2012 and 2013.
- **Jessie Shelby** – Asked Administration of Inkster High memorabilia can be placed in the City Hall and at the Booker Dozier Recreation complex. Additionally she informed residents that Super Saturday would be starting on October 4, 2014 from nine thirty until twelve for kindergarten thru the fifth grade students at Baylor. She said Breakfast will be served. Additionally, parents need to attend the first session.

Mayor and Council Communications

- **Councilman Moner** – Acknowledged Veteran PVT Garfield Foster, USA. for his support and commitment to freedom. He thanked Department of Public Services for getting the lighting done.

- **Councilman Williams** – Encouraged residents to shop Inkster. He further informed residents about the 50th Anniversary celebration on November 15, 2014 and about the Inkster Family Fun Day on September 20, 2014.
- **Councilman Cauty** – Had concerns about the Justice Center project. He stated he did not want the project to become a white elephant. He asked about the AT& T issue and if there were any other pending issues that needed to be discussed.
- **Mayor Pro-Tem Hendricks** – Asked when would be the projected date for the Justice Center to be completed.
- **Councilwoman Howard** – Asked Administration if something different can be done about TIFFA and the DDA commissions. She said that those two boards were designed to generate revenue and not to keep being a burden on the general fund. She further asked if the process for appointing TIFFA and DDA members can be changed.
- **Councilman Shaw** – Asked Administration about the business forum. He further asked about goals for the Police Department, the last litigation report to the State of Michigan and McKenna's list of bank owned properties. Lastly, he stated he received a call from a resident who stated the Fire Department put a fire out on a mattress but left the mattress in the front yard. He asked what the procedure for household items is once a fire is put out.

City Clerk

- No Comments

City Manager

- Thanked City Council and the residents for the opportunity to serve.
- Informed City Council and residents about a new grant opportunity.
- Stated that Wayne County had not given any feedback with regards to consolidating services with the Police Department.
- The Grant Writer process for the city has been placed on hold.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Councilmember Moner, Seconded by Councilmember Shaw and carried, the Regular Council meeting of September 15, 2014 was adjourned at 9:15 p.m.



Felicia Rutledge, City Clerk

City of Inkster

Inkster City Council Meeting
September 15, 2014

September 25, 2014

Special City Council Meeting – 5:30 PM

The Special meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Thursday September 25, 2014.

Call Meeting to Order

Mayor Hampton called the meeting to order at 6:10 p.m.

Roll Call

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

***A Quorum was present**

Public Participation**New Business**

A. Discussion/Action: Consider beginning January 1, 2015, the City of Inkster will read meters and bill sewerage usage monthly. Bills will be sent via U.S. Mail to the property address.

Moved by Councilmember Moner, Seconded by Councilmember Canty
Resolution 09-14-152SP???? – Motion carried.

B. Discussion/Action Consider beginning January 1, 2015, the City of Inkster read meters and bill water usage monthly. Bills will be sent via U.S. Mail to the property address.

Moved by Councilmember Moner, Seconded by Councilmember Canty
Resolution 09-14-153SP – Motion carried.

C. Discussion/Action: Consideration and approval by Mayor and Council to vote on a firm to provide Legal services to the City of Inkster.

Moved by Councilmember Moner, Seconded by Councilmember Canty
for Allen Brother's and Attorney's PLLC to provide legal services for the City of Inkster.
Resolution 09-14-154SP – Motion carried.

Roll Call:

Councilman Moner	Yay	Councilwoman Howard	Nay
Mayor Pro-Tem Hendricks	Yay	Councilman Shaw	Nay
Councilman Canty	Yay	Councilman Williams	Nay
Mayor Hampton	Yay		

Mayor and Council Communications

City Manager

Adjournment

There being no further business to come before Council, on motion duly made by Councilmember Canty, Seconded by Councilmember Moner and carried, the Special Council meeting of September 25, 2014 was adjourned at 6:25 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
09/29/2014
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	\$6,000.48
Municipal Legal Services	\$2,335.07
Labor	\$2,065.55
Litigation	\$24,685.15
Total Invoice for September 29, 2014	\$35,086.25

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. 06/02/16
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. 08/16/16
Dorothy Gardner		Exp. 06/16/16
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
William S. Miller		Exp. 06/02/15
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. 04/26/16
Enoch Jackson	Exp. 04/26/14
Joe Burton	Exp. 04/26/14
Rev. George Williams (T)	Exp. 04/26/16
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. 05/19/16
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
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Timothy Williams Ex-Official	Exp. 11/16/12
Danny Van Schoelack 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)		
- 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
Martha Theis	Exp. 01/14/18
Lewis Gregory (Treasurer)	Exp. 09/20/14
Cynthia Adams	Exp. 01/14/18
Tom Costello (VC)	Exp. 10/06/18
Peter Cemot	Exp. 01/21/18
Vacant	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

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	Tenure
William Acklin	Exp. 03/17
Ernest Hendricks	Exp. 03/19
James Orr	Exp. 11/13
Ernestine Williams	Exp. 03/19
Vacant	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	Exp. 12/20/12
Vacant		

LIBRARY BOARD**4 year term**

Michael Wells	Exp. 2015
Sandra Markwart	Exp. 2015
Dorothy Gardner	Exp. 2015
Dosys Thompson	Exp. 2015
LaDon Gibbs	Exp. 2015
Paulette Dye	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	Exp. 12/05/13
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	Mayoral	

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	Exp. 11/19/14
Eugene Thompson (VC)	Exp. 11/19/14
Dorothy Gardner	Exp. 11/19/14
Darwin Howard	Exp. 12/15/14
William Howard	Exp. 11/03/15
Cheryl Stinson	Exp. 02/02/16
Vacant	

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. 09/15/16
Vernell Massey	Dist. 4	Exp. 11/04/14
Gloria Mitchell	Dist. 5	Exp. 09/15/16
James Richardson IV	Dist. 6	Exp. 09/15/16
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)	Exp. 10/15
Robert Thomas (Secretary)	Exp. 10/15
Emmereal Wells	Exp. 01/15
James Garrett	Exp. 08/17
April Walton	Exp. 09/16
Sam Brown (Chairman)	Exp. 10/14
Richard Wooten (Vice Chairman)	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. 02/16
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

Dorothy Gray	Dist. 1	Exp. 01/14/17
Clarence Oden, Jr.	Dist. 2	Exp. 01/14/17
James Cross (VC)	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs	Dist. 4	Exp. 09/2/17
Vanola Williams	Dist. 5	Exp. 09/03/16
Norma McDaniel (S)	Dist. 6	Exp. 10/19/15
Richard Wooten (Planning Comm. Appointee)		Exp. 01/14/17

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
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**

MEMORANDUM

TO: Jeannie Fields, Director of Community Development

FROM: Phillip C. McKenna, AICP, PCP, President
McKenna Associates

SUBJECT: Appointment of James Wright as Building Official

DATE: September 16, 2014

The 2009 Michigan Building Code, which the City Council has adopted, in Part 2, Section 103.1 and 103.2 Appointment; Scope and Administration says the "BUILDING OFFICIAL shall be the official in charge of the City's Department of Building and Safety and appointed by the chief appointing authority of the jurisdiction." The Building Official is authorized and directed under the 2009 Michigan Building Code to enforce the provisions of the adopted code.

Mr. James Wright is identified as Building Official within the additional services project delivery. Mr. Wright is a licensed State of Michigan Building Official; however, he should be appointed by the City Council. Because his cost is provided for in McKenna's Building Inspection services with the City, his appointment will generate no additional cost.

The following draft motion would be appropriate subject to City Attorney review.

MOTION:

Moved that James Wright, a licensed Michigan Building Official, is hereby appointed as Building Official for the City of Inkster and is authorized and directed to enforce the provisions of the City Building Code.

Thank you.

REQUEST FOR COUNCIL ACTION

To: Richard Marsh – City Manager

Date: September 29, 2014

From: M. Jeannie Fields, Manager 
Community Development

Date for Council Consideration: Oct 6, 2014

ACTION REQUESTED: Approval to enter into a contract with CDRE, Inc. to provide commercial real estate services to sell City-Owned structured properties and vacant lots for one (1) year.

Current Action X Emergency Future

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

Treasurer's Approval 

BACKGROUND INFORMATION

CBRE, Inc. is a Fortune 500 and S&P company headquartered in Los Angeles, California. Per CBRE literature, CBRE is the world's largest commercial real estate services and investment firm (in terms of 2013 revenue). The Company has approximately 44,000 employees (excluding affiliates) and serves real estate owners, investors and occupiers through approximately 350 offices (excluding affiliates) worldwide. CBRE offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; mortgage banking; appraisal and valuation; development services; investment management; and research and consulting. A company brochure is attached.

In an effort to explore commercial development opportunities for city-owned property, staff met with CBRE representatives, Myrna Burroughs, Senior Associate (14 years at CBRE) and Nieco Jenkins, Associate (May 2014 hire at CBRE) July 17, 2014. A Council presentation followed the meeting on July 21, 2014. As of September 2014, Alan Holt, an Inkster native, joined the team and will work with Ms. Burroughs and Ms. Jenkins on Inkster assignments. Resumes are attached. Ms. Burroughs and Ms. Jenkins are based out of the Southfield, Michigan office.

CBRE, Inc. is in contract with the State of Michigan for Brokerage Services (contract # 071B4300023) which allows them to participate in the State's MiDeal Program. MiDEAL is an extended purchasing program which allows Michigan cities, townships, villages, counties, school districts, universities, community colleges and nonprofit hospitals to use state contracts to buy goods and services. The MiDEAL program is authorized by Michigan Legislation and has been in existence since 1984. The City of Inkster is a member of the MiDeal Program.

The MiDEAL Advantage – Per the State of Michigan

Extended purchasing leads to reduced costs, derived from leveraged purchasing power, improved specifications and increased competition. The advantages are not limited to actual dollar savings on goods. Indirect savings are also realized through elimination of administrative duplication:

- Writing & updating specifications, and drafting solicitations;
- Maintaining a large, diverse pool of potential bidders;
- Accepting, reviewing, and evaluating bid responses and making award recommendations;
- Testing and researching items; and
- Negotiating contracts.

SCOPE OF SERVICES

Assist the City of Inkster in marketing and selling commercial buildings and commercial and industrial vacant land (per Exhibit A of the contract). A copy of the full contract is attached.

JUSTIFICATION

The strategy to sell residential properties utilizing the services of Real Estate Agents has been reasonably successful. Staff would like to utilize similar expertise to assist them in marketing and selling commercial properties as well.

PROJECT OR IMPROVEMENT TASKS

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

COSTS

All costs will be paid by the buyer per the attached contract (Exhibit B).

PROJECT TIME TABLE

Upon the approval of City Council.

RESOLUTION

Authorization is hereby given to enter into an agreement with CBRE, Inc. to provide real estate services to sell City-Owned structured properties and vacant lots for one (1) year.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

DETROIT
SERVICES

CBRE

CBRE, Inc.
2000 Town Center
Suite 500
Southfield, Michigan 48075
+1 248 353 5400
www.cbre.com/detroit

DETROIT

S E R V I C E S

With the industry's most complete global service delivery platform, the Detroit office of CBRE offers people services, reach, and knowledge that today's business world demands. Our core service lines are:

BROKERAGE SERVICES

CBRE executes strategic, integrated and comprehensive commercial real estate brokerage services for tenants/occupiers; and narrowly-focused, vertical industries in the office, industrial, and retail sectors.

Office Services

Office leasing represents the largest segment of CBRE's brokerage activity with 17 dedicated office brokers. Brokerage professionals focus on occupier/tenant needs. These professionals, unsurpassed in their local market knowledge, are supported by unique, unequaled and industry-leading econometric forecasting and market research tools to ensure clients make strategic and informed decisions.



Sunset photo of the Detroit skyline and the Renaissance Center, taken east of the Detroit River.

Retail Services

As focused providers of integrated products and services, including strategy development, management, finance, corporate services, consulting, and leasing, the Retail Services group provides customized solutions for clients' retail real estate needs, no matter how large or complex.

Industrial Services

CBRE's Industrial Services group addresses the needs of occupiers with a special emphasis on warehousing and manufacturing.

Specialty Services

- Restaurant Practice Group
- Healthcare Services
- Automotive Properties Group
- Retail Development Group
- Restructuring Services
- Idle Property Management

INSTITUTIONAL AND CORPORATE SERVICES

Corporate Services

Corporate Services delivers customized, innovative workplace solutions to space occupiers worldwide. This group combines unrivaled expertise in transaction services, facilities and project management and consulting with industry-specific expertise and global service delivery to provide clients with long-term, quality account management.

Portfolio Management

The group's full scope of services include: Database creation and lease abstraction, ongoing lease administration, portfolio analysis and benchmarking, rent roll preparation and lease payments, desktop and full-scope lease audit and consultation on technology platforms.

Transaction Management

As dedicated transaction managers, the group works closely with clients to develop and manage consistent, portfolio-wide processes for handling brokerage transactions whether on the local, national, or global level.

Property Management

CBRE delivers a spectrum of services, including property management, tenant relations, technical services, risk management, purchasing, energy management, accounting and financial reporting. Currently the Detroit office manages 37.2 million square feet. This group's services include project management outsourcing strategies, program management services, interior build outs, project management, moves/adds/changes, move management, capital improvements and building renovations, and tenant improvements.

CAPITAL MARKETS

CBRE Capital Markets combines the company's investment sales and mortgage banking business into a single, fully-integrated global service offering. CBRE is the market leader in the acquisition and disposition of income-producing properties for third-party owners, and the firm's mortgage banking group is a leader in debt and equity placement for all property types.

Investment Properties

Because of Investment Properties' activity in the marketplace, CBRE offers clients the most widespread level of knowledge and experience in this specialized field. Investment Properties provides services for single assets and/or multi-market portfolios for all property types. Services include acquisitions and dispositions, consulting, equity placement, financing, market research, portfolio planning and valuation.

Specialty Services

- Mixed-Use
- Private Client Group
- Land
- Manufactured Homes
- Multi-Housing

Debt and Equity Financing

The company secures the funding and services loans for all property types including multi-housing, office, retail and industrial real estate.

FINANCIAL SERVICES

Valuation and Advisory

CBRE's Valuation and Advisory Services provides accurate, reliable and timely valuations that are critical to the success of every real estate transaction or financing. The group services all types of real estate, ranging from specialty properties such as hotels, healthcare facilities and regional malls to commercial and residential properties including office, retail, industrial and multi-housing.

PROJECT MANAGEMENT

The CBRE Project Management Group is organized to be a proactive business partner to our clients acting as a single resource throughout the entire project process from initial planning through implementation. The group's solutions include owner's representative services, strategic planning, due diligence, site plan approval, program management, construction oversight, relocation services, move management, and re-branding. Our team works as a partner with our clients to define the needs of their projects as well as their long-term implementation strategy.

MOVE MANAGEMENT

Relocations are always challenging, and moving a fully operational business can present a unique set of requirements. CBRE's Move Management Team understands these requirements and will work with your team to put together a plan that will ensure a seamless transition to your new facility. Services include business transition planning, budgeting, scheduling, detailed logistics and occupancy planning, internal communications, procurement management, RFP development, technology coordination, physical move oversight, decommissions, and day one support.

VALUATION & ADVISORY SERVICES

The Detroit and Grand Rapids based offices provide local appraisal expertise with the resources of the national CBRE platform. The Detroit office includes ten predominantly senior-level appraisers providing expertise in all property types. The Grand Rapids office retains five senior-level appraisers and in tandem, these two locations provide commercial appraisal coverage to the entire state of Michigan.

CBRE Group, Inc. (NYSE:CBG), a Fortune 500 and S&P 500 company headquartered in Los Angeles, is the world's largest commercial real estate services and investment firm (in terms of 2013 revenue). The Company has approximately 44,000 employees (excluding affiliates), and serves real estate owners, investors and occupiers through approximately 350 offices (excluding affiliates) worldwide. CBRE offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; mortgage banking; appraisal and valuation; development services; investment management; and research and consulting. Please visit our website at www.cbre.com.

DETROIT

2013 STATISTICS OUR PROFESSIONALS

43

Brokers

742

Transactions

\$1.3 Billion

in Transactions

655

Employees

SENIOR MANAGING DIRECTOR

John A. Lalessa, Jr.

+1 248.351.2081

john.lalessa@cbre.com

2000 Town Center

Suite 500

Southfield, MI 48075

+1 248 353 5400

CBRE

www.cbre.com/detroit

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PROFESSIONAL PROFILE



MYRNA BURROUGHS

Senior Associate

T: 248.351.2028

F: 248.353.8134

M: 313.980.7325

myrna.burroughs@cbre.com

CLIENTS REPRESENTED

- 400 Monroe Associates
- Archdiocese of Detroit
- The Children's Center
- City of Detroit
- First National Bank of America
- General Services Administration
- Heico Realty Capital
- Huntington Bank
- Inflexion Communications
- Insituform Technologies
- Jackson County
- JP Morgan Chase
- K12
- Lakeview Public Schools
- National Heritage Academies
- Nationwide Insurance
- Red Cross
- Rite Aid
- Sapient Corporation
- Sara Lee Bakery Group
- Shell Oil
- State of Michigan
- The Stroh Companies
- United Way
- Washington Mutual Bank

PROFESSIONAL EXPERIENCE

Myrna Burroughs is currently a senior associate in the Detroit office of CBRE. Since 1997 she has specialized in sales and leases of properties in the State of Michigan. Ms. Burroughs is optimistic about the state's revival and she works hard to bring new companies and organizations to Michigan. Before going into real estate, Ms. Burroughs spent 15 years in various sales and marketing positions. Along with a superior customer service philosophy, Ms. Burroughs brings an in-depth, creative marketing approach to sales and leasing opportunities.

SIGNIFICANT ASSIGNMENTS

Assignment		Total Size
■ Chase Tower, Detroit	Sale	548,000 SF
■ Stroh River Place, Detroit	Lease	502,000 SF
■ 1420 Washington Blvd., Detroit	Lease	60,000 SF
■ 15135 Hamilton, Highland Park	Sale	80,000 SF
■ 4847 Woodward, Detroit	Sale	20,000 SF
■ Livernois Square, Detroit	Lease	37,000 SF
■ Pontiac Silverdome, Pontiac	Sale	127.5 AC
■ 1212 Griswold, Detroit	Sale	108,000 SF
■ Internal Revenue Service, Detroit	Lease	81,000 SF

ACHIEVEMENTS

- Ms. Burroughs has received three "Spirit of Detroit" Awards from Detroit's City Council for her efforts to make the city a safe place to live and work.
- The U.S. Department of Commerce presented Ms. Burroughs with a special recognition award for developing a local business support program, which culminated in a meeting with the Commerce Secretary in Washington, D.C. to facilitate national expansion of the program.
- Ms. Burroughs is a member of the CBRE African-American Network Group and the Women's Network Forum, national groups of professionals located in CBRE offices throughout the United States. The main objectives of the groups include sharing information in efforts to increase multi-market business opportunities, and pursuing companies with established diversity practices as potential new collaborators and clients.

EDUCATION

Ms. Burroughs earned a Bachelor of Arts in Japanese Language and Literature, and a Master of Science in International Business and Marketing from San Francisco State University, CA. She has completed three CCIM (Certified Commercial Investment Manager) courses in commercial real estate investments, financial management and user decision analysis.

BOARD MEMBERSHIPS

Metropolitan Growth and Development Corporation: 2006-2014
Crossroads of Michigan: 2011-2014

PROFESSIONAL PROFILE



NIECO JENKINS

Associate

T: 248.351.2041

F: 248.353.8134

nieco.jenkins@cbre.com

PROFESSIONAL EXPERIENCE

Nieco Jenkins serves as an associate with CBRE's Detroit Brokerage Services Group. In her role with CBRE, Nieco focuses on the leasing and sales of properties in the Michigan Market with an emphasis on the City of Detroit. Nieco is extremely optimistic and eager in the revitalization of both the State of Michigan and the City of Detroit. She works diligently and head strong with her team to bring new companies, organizations and new real estate opportunities to the region.

Before joining CBRE, Nieco worked 15 years in her family's commercial construction business, which is headquartered in the city of Detroit. While there she worked in many capacities including the roles of Human Resource Administrator, Compliance Director, assisting Project Engineer and before leaving the firm, as an Interior Design Consultant on various construction projects and developments, including a newer development in Detroit for the Wayne State University Psychiatric Department.

SIGNIFICANT ASSIGNMENTS

- Westin Book Cadillac Hotel, Detroit - \$120 million restoration and renovation of the historic Book Cadillac Hotel, originally built in 1923. The 33 story structure was converted into a multiuse facility functioning as a 450 room hotel including grand ballrooms, restaurants, office space, retail space and 8 floors of condominiums.
- New Greektown Casino & Hotel, Detroit - 30,000 sq ft renovation of the temporary casino to the now existing \$239 million, 100,000 sq ft, 300 room Greektown Casino and Hotel in downtown Detroit.
- Ford Field Stadium, Detroit- \$430 million dollar new construction and renovation of a 65,000 seat stadium that includes luxury suites and over three levels of stores, restaurants, lounge areas and commercial space.
- Cass Technical High School, Detroit - The new construction of a \$100 million, seven story high-school for the Detroit Public Schools. It includes two gymnasiums, media center, natatorium, cafeteria and athletic fields.

DEVELOPMENT EXPERIENCE

- Queen Lillian I - A \$13 million, 5-story, 62,000 sq ft building designed specific to medical and physician groups. Inclusive of Class A interior common area finishes, restrooms on each floor, exterior marquee and suite signage, kitchen areas, and elevators, additionally the building is completely ADA compliant.
- Queen Lillian II - A proposed mixed use office building located in midtown Detroit. 75,000 sq ft of leasable space that can be inclusive of office, retail and medical.

EDUCATION

- Real Estate License; State of Michigan
- Interior Design & Fine Art Studies; Oakland Community College

BOARD MEMBERSHIPS

Coleman A. Young Scholarship Foundation

**CBRE**

PROFESSIONAL PROFILE



ALAN HOLT

Associate

Industrial Properties

T: +1 248 351 2006

M: +1 313 461 8705

F: +1 248 353 8134

alan.holt@cbre.com

Clients Represented

Arme Photo Studios

Boydell Development

Jo Dan LTD, Inc.

Macomb Pipe and Supply Co.

Versa Handling

PROFESSIONAL EXPERIENCE

Alan Holt joined CBRE, Inc. in the summer of 2014 specializing in industrial leasing and sales. Prior to joining CBRE, Mr. Holt was employed by Grubb & Ellis where he was recognized as a top producer. Mr. Holt has over 15 years of experience and has leased or sold in excess of 8 million square feet during his tenure in the industry.

AREAS OF SPECIALTY

Mr. Holt focuses on industrial real estate along the I-75 corridor and within the Detroit marketplace. Mr. Holt initiates his experience in developing successful business relations with local and national companies throughout Detroit and surrounding areas. With a vast array of experience in the disposition and leasing of industrial properties and land, Mr. Holt represents both Landlords and Tenants.

MAJOR CLIENTS

- Gannett Company
- Detroit International Bridge Co.
- Iron Mountain
- Theotis Group
- Detroit Forming Inc.
- PVS Chemicals, Inc.
- Stuart Frankel Development Co.
- Elopak
- Detroit Riverfront Conservancy
- Faygo Beverages Inc.

PROFESSIONAL ACCREDITATIONS

- Certified Commercial Investment Member (CCIM)

EDUCATION

- Wayne State University – Bachelor of Science, Accounting
- Real Estate Broker License

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF INKSTER, MICHIGAN

AND

CBRE, INC.

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**CITY OF INKSTER
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the City of Inkster, a Michigan municipal corporation, ("City"), and CBRE, Inc. a Delaware corporation, with its principal place of business located at 2000 Town Center, Suite 500, Southfield, MI 48075 ("Contractor").

Recitals:

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and

Accordingly, the parties agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractors, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractors, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Inkster, a Michigan municipal corporation.

"City Council" shall mean the legislative body of the City of Inkster.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2.

Engagement of Contractor

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed

necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.

- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review or approval for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.

Contractor's Representations and Warranties

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the City Council and signed by the Mayor. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. **The term of this Contract shall terminate twelve (12) months after execution of the contract by the City and the Contractor.**
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Section 4.01 above and Exhibit A.

Article 5.
Data To Be Furnished Contractor

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6.
Contractor Personnel and Contract Administration

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent Contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent Contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent Contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Inkster facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7. Compensation

- 7.01 Compensation for Services provided will be paid in the manner set forth in Exhibit B. This amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

The City employee responsible for accepting performance under this Contract is:

Richard Marsh, City Manager
City of Inkster
26215 Trowbridge
Inkster, Michigan 48141
Telephone: (313) 563-4234
Facsimile: (313) 563-6245
Email Address: rmarsh@cityofinkster.com

Article 8. Maintenance and Audit of Records

- 8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 8.02 The City and shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City deems necessary.
- (a) The Contractor shall make all Records available for examination during normal business hours at its Inkster offices, if any, or alternatively at its facility nearest Inkster. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
 - (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such

deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

Article 9. Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.02 The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices, or on property owned by the City. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

9.06 Neither party to the Contract shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or

damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof.

**Article 10.
Insurance**

10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance)	\$1,000,000.00 combined single limit for bodily injury and property damage

10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Inkster" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary with respect to claims attributable to the Contractor's negligence and not excess over any insurance already carried by the City of Inkster and shall provide blanket contractual liability insurance for all written contracts.

10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.

- 10.06 All insurance policies shall name the Contractor as the insured and the Contractor shall provide at least thirty (30) days prior written notice to the City in the event such policies are cancelled or materially reduced. Certificates of insurance evidencing the coverage required by this Article 10 shall be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.
- 10.07 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.08 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11. Default and Termination

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.02 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience.
- 11.03 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:
- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination; and
 - (b) Preserve all Records and submit to the City such Records and reports as the City shall specify and carry out such directives as the City may issue concerning the safeguarding or disposition of files.
- 11.04 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12.
Assignment

- 12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City.

Article 13.
Subcontracting

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14.
Conflict of Interest

- 14.01 The Contractor covenants that to the best of its signatory's actual knowledge it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The

Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

14.02 The Contractor further covenants that, to the best of its signatory's actual knowledge, no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

Article 15. Confidential Information

15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16. Compliance With Laws

16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.

16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17.
Amendments

- 17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.
- 17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 18.
Fair Employment Practices

- 18.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

Article 19.
Notices

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the City:

City of Inkster
Richard Marsh, City Manager
26215 Trowbridge
Inkster, MI 48141

If to the Contractor:

CBRE - Detroit
2000 Town Center, Suite 500
Southfield, MI 48075
Attention: Mr. Joseph Rosenberg, Senior Vice President

19.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.
Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

Article 21.
Force Majeure

- 21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 22.
Waiver

- 22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 22.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.
Miscellaneous

- 23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 23.12 The rights and benefits under this Contract shall inure to the City of Inkster and its agents, successors, and assigns.

(Signatures appear on next page)

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

1. _____
Name

2. _____
Name

Contractor:

By: _____
Name

Its: _____
Title

Witnesses:

1. _____
Name

2. _____
Name

City of Inkster

By: _____
Name

Its: _____
Title

**THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:**

Date

City Clerk Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE
CITY OF INKSTER.**

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR is to assist the City of Inkster in marketing and selling commercial buildings and commercial and industrial vacant land owned by the City. CONTRACTOR'S overall goal is to market and sell City owned property.

The Community Development Department will provide, as necessary, the CONTRACTOR with documents in the City's possession relating to the City's database of real estate. The City's portfolio consists of City owned buildings and vacant land.

As to all services performed pursuant to the terms of this Contract Section the CONTRACTOR will receive no compensation from the City.

NON EXCLUSIVE AGREEMENT

This agreement is non-exclusive and it is understood that the city may at its discretion enter into other similar agreements with other providers of real estate services at any time.

PROJECT AUTHORIZATION

No project or representation of the City pursuant to the terms of this contract shall be initiated until an authorization in writing for the particular project or representation is received by the Contractor from the Director of the General Services Department. At the time of execution of this Agreement, the Director is Brad Dick. At the conclusion of each project or representation a completion document in a form specified by the City shall be prepared by the Contractor and an executed copy bearing all required signatures shall be provided to the General Services Department Director. Following receipt by the City of a completion document in regard to any project, the CONTRACTOR shall not be compensated for any further services relating to that project unless CONTRACTOR has received a further written request for such services from the Director of the General Services Department.

EXHIBIT B

FEE SCHEDULE

COMPENSATION.

Strategic planning and market survey services pursuant to this agreement will be provided without charge. Costs for tenant representation or any other service provided in connection with real estate transactions at the request of the City will be paid for by the buyer under terms conforming to the following chart.

Transaction	CONTRACTOR Compensation
Sale of City property	Buyer pays commission – must be agreeable to the City

Collection of any funds due to CONTRACTOR from a third party as a result of any transaction pursuant to this agreement is exclusively the responsibility of CONTRACTOR and CONTRACTOR agrees to defend and indemnify the City for any expenses, charges or claims it may incur as a result of agreements between CONTRACTOR and any other party regarding compensation.

Any variation from the terms specified in the chart above must have the approval in writing of the City. The City has the option to enter into a separate Memorandum of Understanding or contract with the Contractor for future fee based services.

CITY ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the _____ day of _____,
20____, by _____,
(name of person who signed the contract)
the _____,
(title of person who signed the contract as it appears on the contract)
of _____,
(complete name of the City department)
on behalf of the City.

Notary Public, County of _____
State of _____
My commission expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the _____ day of _____,
20____, by _____,
(name of person who signed the contract)
the _____,
(title of person who signed the contract as it appears on the contract)
of _____,
(complete name of the corporation)
on behalf of the Corporation.

Notary Public, County of _____
State of _____
My commission expires: _____

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, Jr., City Manager

Date: September 30, 2014

From: M. Jeannie Fields, Manager
Community Development

Date for Council Consideration: October 6, 2014

ACTION REQUESTED: Consider approval of a Special Conditions Use (SCU 14-04) and Site Plan (SP14-05) to allow a Carry Out Restaurant located at 1121 Middlebelt Road in the B-2 District with the conditions noted per the recommendation of the Planning Commission on September 29, 2014.

Current Action ☒ X _____ Emergency _____ Future _____

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

Treasurer's Approval _____

BACKGROUND INFORMATION

On Monday, September 29, 2014, during a Special Meeting, the Inkster Planning Commission conducted a public hearing, as required, for the consideration of Special Conditions Use, Case #14-04, and for the review of Site Plan, Case #14-05. The applicant is Abdallah Sheik. The proposed use is a Carry Out Restaurant (Captain Jay's which includes a drive thru) in the B-2 (Thoroughfare Mixed Use District), 1121 Middlebelt Road (South of Avondale, between Oakwood and Glenwood).

The Planning Commission reviewed and approved the Special Conditions Use (14-04) and Site Plan (SP 14-05), subject to the following conditions (draft meeting minutes are attached):

Special Conditions Use:

1. The site plan is approved.
2. The landscaping requirements are met to the satisfaction of Planning Commission and the City Planner.
3. The parking is reconfigured to provide a maneuvering lane that meets the Ordinance standards.
4. Comment received by the public at the required public hearing is consistent with the findings noted in the planning letter.
5. Comments of other City Departments are consistent with the findings noted in the planning letter.
6. Add a note to the site plan that the site is to be maintained and keep clean and free of debris.

SCOPE OF SERVICES

N/A

JUSTIFICATION

Per the letter McKenna letter dated 9.3.14, McKenna found the following (a copy of the letter is attached with comments from the Development Review Team):

- The restaurant provides a service to the surrounding neighborhoods and it is not inconsistent with the Master Plan.
- The proposed changes will be a visual, physical and economic improvement to the site.
- There is some vacancy on the corridor and this proposed use will add some economic vibrancy.
- Adding a new restaurant will enhance the City and not create additional public costs.

An aerial, plot plan and an electronic copy of the site plan is attached for review. A hard copy of the site plan will also be made available upon request.

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. Improve and promote the image of Inkster.

COSTS

All costs are incurred by the petitioner and must be paid in full prior to obtaining a certificate of occupancy.

PROJECT TIME TABLE

Upon council approval, site plan administrative review and compliance with all local laws, ordinances, standards and regulations.

RESOLUTION

Resolved by _____ Seconded by _____ that the City of Inkster Council hereby approves Special Conditions Use (SCU 14-04) and Site Plan (SP14-05) to allow a Carry Out Restaurant located at 1121 Middlebelt Road in the B-2 District with the conditions noted per the recommendation of the Planning Commission on September 29, 2014.

Yes:

No:

Absent:



PLANNING COMMISSION PETITION
FOR
SPECIAL LAND / REGULATED LAND USE

Filing Fee SCU / RLU = \$650.00

Case # 14-04 (SLU/RLU)

TO THE INKSTER CITY PLANNING COMMISSION:

Date Filed

7/29/14

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: 1121 MIDDLEBELT ROAD

The property is located on the EAST side of MIDDLEBELT RD Street, Between MICHIGAN AVE Street and OAKWOOD Street.

It has frontage of 150 feet, a depth of 185 feet, and comprises of APPROX. 1/2 acres.

Legal Description: LOTS 59 THROUGH 61 AND 114, EXCEPT THE WESTERLY 10 FEET OF SAID LOTS DEEDED TO WAYNE COUNTY RD. COMMISSION; GRAND VIEW GARDENS SUB.; (OVER)

Property Owner MIDDLEBELT HOLDINGS, LLC

Address: 2657 S. TELEGRAPH, DEARBORN, MI

Phone: 313.281.4006

Fax

☒ 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 EXISTING CARRYOUT RESTAURANT WITH NEW OWNER AND RESTAURANT.

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 of Petitioner

Abdullah Sheik
Printed Name of Petitioner

Date

7-28-2014
Owner

Title of Petitioner

728-369-4565
Petitioner Telephone Number

Petitioner Fax Number

Sheik@captainsays.net
Petitioner E-Mail Address

Company's Name 1121 Middlebelt, LLC

DBA Captain Says

Company's Address 2657 South Telegraph Rd, Dearborn, MI 48124

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

30

day of

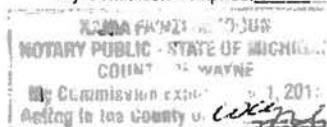
July

2014

My Commission Expires

Jan 1, 2015

Karen Boyd
Notary Public, Wayne County, Michigan





PLANNING COMMISSION
PETITION FOR
SITE PLAN REVIEW/SUBDIVISION PLAT

Case # 14-05 (SP)
Date Filed 7/29/14

TO THE INKSTER CITY PLANNING COMMISSION:

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: 1121 MIDDLEBELT ROAD The property is located on the EAST side of MIDDLEBELT RD Street, between MICHIGAN AVE. Street and OAKWOOD ST. Street. It has frontage of 150 feet, a depth of 165 feet, and comprises approx 1/2 acres.

Legal Description: LOTS 59 THROUGH 61 AND 114, EXCEPT THE WESTERLY 10 FEET OF SAID LOTS DECEDED TO WAYNE COUNTY PD. COMMISSION; GRAND VIEW GARDENS SUB., OF THE N. 2/3 OF THE W. 1/2 OF S.W. 1/4 OF SEC. 24, T.25, R.9E, NANKIN TWP. (Now CITY OF INKSTER), WAYNE COUNTY, MI AS RECORDED IN LIBER 45 OF PLATS, PAGE 94 OF W.C.R.
ZONING - This property is currently zoned B-2

Property Owner: MIDDLEBELT HOLDINGS, LLC
Address: 2657 S. TELEGRAPH RD. Phone: 313.281.4000 Fax: _____
DEARBORN, MI

☒ 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.
AS
Initial

PROOF OF OWNERSHIP MUST BE ATTACHED TO THIS APPLICATION

PROPOSED USE CARRYOUT RESTAURANT

Clearly describe the proposed project - do not write "refer to plans": COOK FROM FROZEN AND SELL FISH AND CHICKEN WITH SIDES.

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:

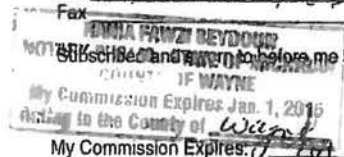
Commercial - less than an acre..... \$410
Commercial - an acre or more..... \$450 + \$40 per acre
Residential - less than an acre..... \$400 + \$5 per unit
Residential - an acre or more..... \$450 + \$5 per unit

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, 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 Abdullah Sheikh
Signature of Petitioner [Signature]
Interest in Property Owner
Firm 1121 Middlebelt LLC Address 2657 S. Telegraph Drive Phone 313-281-4000
Fax _____ E-Mail Address sheikha@middlebeltholdings.net



Kanna Baylon
Notary Public, Wayne County, Michigan

**DRAFT
CITY OF INKSTER
PLANNING COMMISSION (PC)
MINUTES**

A special meeting was held on **Monday, September 29, 2014**, in the Inkster City Council Chambers, located at 26215 Trowbridge, Inkster, Michigan.

A quorum was reached. Chairman Brown called the meeting to order at 6:03 p.m.

I. ROLL CALL

Present: Chairman Brown, Vice Chairman Wooten and Commissioners Garrett, Hendricks, Walton and Wells

Absent: Secretary Thomas and Commissioners Davis and Hampton

Others in attendance: M. Jeannie Fields, Community Development Manager
Paul Lippens, McKenna & Associates, Planning Consultant
Abdallah Sheik, Captain Jay's
David Allen, Captain Jay's (Sketch Design Group)

Public in attendance: Jasan McGuire, Wayne State University
Timothy Williams, Councilman

II. ADOPTION OF AGENDA

MOVED by Wells, Seconded by Garrett to adopt the agenda. **MOTION CARRIED unanimously.**

III. ADOPTION OF MINUTES OF SEPTEMBER 22, 2014

MOVED by Wells, Seconded by Garrett to table the Minutes of September 22, 2014, until the next meeting. **MOTION CARRIED unanimously.**

IV. PUBLIC HEARING

- A.** Case #14-04 (SCU) and # 14-05 (SP) – 1121 Middlebelt Road
Public Hearing to receive input and review special conditions use (SCU) and site plan (SP) requirements to allow a Carry Out Restaurant in the B-2 District. Abdallah Sheik is the applicant.

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

Paul Lippens gave a report and overview of the planning letter including conditions.

A comment was received for the hearing via phone: A residential property owner wanted to know if a wall was going to be put up to separate the business from the residential properties. The answer was yes, a masonry wall is required by ordinance.

Questions were posed by the Commissioners. A recommendation was made to add a note to the site plan that the site is to be maintained and keep clean and free of debris.

David Allen, planner for Captain Jay's, addressed the Commission and answered questions. Abdallah Sheik addressed the Commission as well.

It was determined that the site plan conditions identified in the planning letter were met. A recommendation was made to still require the planning consultant to perform an administrative review of the site plan after council approval to ensure all Planning Commission and Council conditions are included in the site plan.

MOVED by Wells, Seconded by Hendricks to close the public hearing. **MOTION CARRIED unanimously.**

MOVED by Wooten, Seconded by Wells to approve the special conditions use and site plan subject to the following conditions:

Special Conditions Use:

1. The site plan is approved.
2. The landscaping requirements are met to the satisfaction of Planning Commission and the City Planner.
3. The parking is reconfigured to provide a maneuvering lane that meets the Ordinance standards.
4. Comment received by the public at the required public hearing is consistent with the findings noted in the planning letter.
5. Comments of other City Departments are consistent with the findings noted in the planning letter.
6. Add a note to the site plan that the site is to be maintained and keep clean and free of debris.

Site Plan

All conditions have been met.

MOTION CARRIED unanimously.

* An administrative review of the site plan will be performed by the planning consultant after approval by City Council.

V. OLD BUSINESS

A. Proposed Zoning Ordinance Amendment – Town Center District (TCD)

Changes were made to the draft document presented at the meeting September 22, 2014. The public hearing notice was sent to the paper to meet the required fifteen (15) day posting.

B. Proposed Zoning Ordinance Amendment – Medical Marijuana Facilities

Changes were made to the draft document presented at the meeting September 22, 2014. Commissioner Brown provided the Ordinance from Ypsilanti on Marijuana facilities for the Commission to review.

VII. NEW BUSINESS

Commissioner Wooten stated that he would no longer be able to serve on the Development Review Team due to a change in his job. The Commission may want to look at appointing another Commissioner to serve.

VII. MISCELLANEOUS

As a follow up to earlier discussion, comments were made regarding the process for the review of site plans. The process needs to be structured to ensure site plans are complete as possible prior to getting to the Planning Commission. The Commission does not want to send cases to the City Council with several conditions attached.

VIII. ADJOURNMENT – 6:58 p.m.

MOVED by Wells, Seconded by Wooten to adjourn the Planning Commission meeting held on September 29, 2014. **MOTION CARRIED unanimously.**

Respectfully submitted,

Sam Brown, Chairman

Robert Thomas, Secretary

M. Jeannie Fields, Community Development Manager

September 3, 2014

Richard Marsh, City Manager
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Subject: 14-05 (SCU#2) Captain Jay's - Proposed Carryout & Drive-Thru Restaurant

Location: 1121 Middlebelt Road

Zoning: B-2, Thoroughfare Mixed Use

Applicant(s): Abdallah Sheik

Dear Mr. Marsh:

At your request, we have reviewed the above-referenced application for a special conditions use for Captain Jay's to install a carry out restaurant with a drive thru in the B-2 District and offer the following comments and findings for your consideration.

COMMENTS:

1. **Special Conditional Use Permit Requirements (\$155.289).** The following standards are applicable to all conditional use permit applications:
 - a. **Will be harmonious and in accordance with the goals, policies and actions of the Master Plan.** The Future Land Use map of the Master Plan classifies the site as Neighborhood Commercial, which, is intended for retail businesses that provide day-to-day services to adjacent neighborhoods and to the local community within a one mile radius. Uses in this category include convenience stores, gas stations, drug stores, sit down restaurants, banks, specialty shops and similar retail sales and services. While the proposed use is not a sit down restaurant it will provide a service to the surrounding neighborhoods and is not inconsistent with the Master Plan.
 - b. **Will be designed constructed, operated, and maintained so as to be visually and physically harmonious and appropriate in appearance with the existing or intended character of the general vicinity and not change the essential scale and character of the area.** The proposal includes a masonry wall to screen the adjacent residential uses. However, the site has not met the landscaping requirements for providing on-street trees. We recommend that meeting the landscaping requirements be made a condition of the special conditions use approval.
 - c. **Will be a visual, physical, and economic improvement in relation to the property in the immediate vicinity and to the City as a whole.** The proposed changes will be a visual, physical, and economic improvement to the site.

- d. **Will be served adequately by essential public services and facilities or that the persons responsible for the establishment of the proposed use will adequately provide any such service or facility.** The capacity of the City's infrastructure and services appears to be sufficient to accommodate the proposed facility. This finding can be made if the site plan meets the approval of all City departments.
- e. **Will not detract from the desirability and orderly function of residential or business uses.** Discretion shall be given to the impact of the proposed use upon existing uses, which may relate to traffic generation, sound, artificial lighting, odors, emission of exhaust gases, pedestrian traffic, hours and days of operation, creation of a public or private nuisance, opportunity for crime or criminal activity, congregation of individuals for purposes other than intended by the proposed use, and similar factors generated by the proposed use. The factors stated herein are not intended as a limitation upon the possible considerations and are by way of example only. The site and its proposed uses should not detract from the orderly function of business and residential uses in the surrounding areas.
- f. **Will not erode or reduce the economic viability of other existing land uses. Consideration shall be given to the compatibility of other existing uses with the proposed use and maintaining land values within the City.** The adjacent lots to the north, south, and west, are also zoned B-2. There is some vacancy on the corridor and this proposed use will add some economic vibrancy. A screening wall is provided as required to assure compatibility with the residential use to the east.
- g. **Will not impose additional service demands upon the City or its anticipated future resources.** We are not aware of any additional service demands upon the City that would result from the proposed use.
- h. **Will further and enhance the health, safety, welfare, morals, character, comfort, convenience, and policies of the City, will not create excessive additional public costs or be detrimental to the economic welfare of the City.** Adding a new restaurant should enhance the City and not create additional public costs.
- i. **Will be consistent with the intent and purposes of this Zoning Code, and comply with all specific standards as established for said use by this Ordinance.** As previously stated, the site plan must be revised to meet the requirements of the zoning code. The zoning code requires a 24 ft. maneuvering lane. when perpendicular parking is provided. The site dimensions cannot meet this standard. We recommend reconfiguring the parking to one parallel row and one perpendicular row to provide a maneuvering lane that meets the required dimensions. This should be a condition of the special conditions use approval.

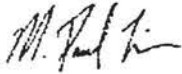
RECOMMENDATION

We also recommend the Planning Commission recommend approval to the City Council of the special conditions use with the following conditions:

1. The site plan is approved.
2. The landscaping requirements are met to the satisfaction of Planning Commission and the City Planner.
3. The parking is reconfigured to provide a maneuvering lane that meets the Ordinance standards.
4. Comment received by the public at the required public hearing is consistent with the findings noted in this letter.
5. Comments of other City Departments are consistent with the findings noted in this letter.

Respectfully submitted,

McKENNA ASSOCIATES



Paul Lippens, AICP
Principal Planner

September 3, 2014

Richard Marsh, City Manager
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Subject: 14-04 (SPR #2) Captain Jay's - Proposed Carryout & Drive-Thru Restaurant

Location: 1121 Middlebelt Road

Zoning: B-2, Thoroughfare Mixed Use

Applicant(s): Abdallah Sheik

Dear Mr. Marsh:

At your request, we have reviewed the above-referenced application and site plan dated 8/13/2014 for the proposed Captain Jay's restaurant and drive-thru, and offer the following comments for your consideration.

DESCRIPTION OF THE SITE

Captain Jay's is located at 1121 Middlebelt road on lots 59 through 61 (full legal description on site plan). The site contains an existing building previously used as a restaurant. The site is in the B-2, Thoroughfare Mixed Use District, which permits carry out and drive-thru restaurants subject to special conditions.

The following chart provides information of current land use, zoning, and future land use.

	Existing Land Uses	Current Zoning	Future Land Use Designation
Subject Site	Vacant Restaurant	B-2, Thoroughfare Mixed Use	Neighborhood Commercial
North	Vacant	B-2, Thoroughfare Mixed Use	Neighborhood Commercial
South	Vacant/Liquor	B-2, Thoroughfare Mixed Use	Neighborhood Commercial
East	Residential	R1-B, One Family Residential	Low Density Residential
West	Cleaners/Laundry	B-2, Thoroughfare Mixed Use	Neighborhood Commercial

REVIEW COMMENTS

- 1. Zoning and Use (§155.047(D)(2)).** The B-2 district has no minimum front yard, rear yard, and interior side yard setbacks, the only requirement is that dimensions permit parking, landscaping, and that the site plan complies with setback standards. The maximum lot coverage is determined on the basis of required off-street parking, loading, greenbelt screening, and yard setbacks provided.
- 2. Architectural Features (§155.072).** The existing building colors are beige, white, and rust, which comply with the exterior color standards of §155.072(F), no changes are proposed. §155.072(G) requires at least 30% of the ground floor street façade of the building to have windows to allow pedestrians to view interior activities. The linear façade of the building is covered with more than 30% by windows and a door, but the total area is less than 30%. Because it is an existing structure we find this to be acceptable.

3. **Landscaping (§155.073).** The applicant has indicated they will provide 12 shrubs along Oakwood and clustered around the existing sign. The applicant has not proposed any trees nor have they indicated existing trees on the site plan. Pursuant to §155.073, the following items must be addressed:
 - a. Street trees are required per section §155.073(G). Based on the lot width of 150 ft. on Middlebelt and 185 ft. on Oakwood, 3 trees are required on Middlebelt and 4 trees are required on Oakwood. Existing trees count toward this requirement and must be shown on the site plan.
 - b. A note should be added to the plan that that all shrubs and trees will meet the minimum height and caliper dimensions and no one species of tree or shrub shall comprise more than 50% of the total plantings.
4. **Walls (§155.074).** The eastern lot line abuts a residential district (R-1B) and a 6 ft. high wall masonry wall is proposed on this lot line to screen residential uses. The wall is required to be durable, weather-resistant, rustproof, and easily maintained.
5. **Waste Receptacle (Dumpster) or Storage Screening (§155.075).** The site plan shows a dumpster enclosure area located in the rear yard. It must include a concrete base pad not less than 6 inches in depth, and opaquely screened on 4 sides by a masonry wall and gate at a height of at least 1 foot higher than the receptacle. Elevations and details of the dumpster have been provided and a note on the plan indicates that the enclosure will meet the requirements of the City Ordinance.
6. **Exterior Lighting (§155.076).** The building has exterior lights that are shown on the site plan. A note is included on the site plan that the existing light fixtures are shielded.
7. **Off-Street Parking (§155.077) and Circulation.** The parking requirement for carry out and drive-thru restaurants is 8 spaces for the drive-thru window, 1 space per employee, plus 1 space per 100 sq. ft. of outdoor seating. The applicant estimates the number of employees at 3 and there is an 800 sq. ft. outdoor concrete pad that could be used as outdoor seating. Based on these figures the total parking required is 19 spaces with 1 handicap space. The applicant proposes to have 26 spaces and 1 handicapped space. The parking proposed exceeds the minimum requirements.

The following parking items must be addressed:

- a. The minimum required width of the maneuvering lanes is 24 feet when parking aisles are two-way with 90-degree spaces. The maneuvering lanes shown on the plan are only 20 feet wide. The maneuvering lane must be widened to at least 24 feet.

To accommodate this requirement the eastern parking row adjacent to the building should be changed to 4 parallel spaces (23ft. by 10 ft.). This area is approximately 100 ft., allowing an 8 ft. access aisle to be provided next to the sidewalk at the north of the site. The handicap space should be moved to the western parking row and one space should be eliminated to accommodate a van access aisle. This would reduce the number of spaces to 21 and 1 handicap space. (See Exhibit A, attached)
- b. A note on the site plan indicates the potholes and surface will be repaired to City Standards. This note must also state that the parking lot will be restriped.

8. **Accessible Parking for Physically Disabled Persons (§155.078).** The site includes 1 space reserved for persons with disabilities.
 - a. One van accessible handicapped space van accessible space is required for 1-25 parking spaces. Reducing the parking as mentioned above will make the site comply with this requirement.
 - b. The barrier-free space must be van-accessible, which includes an 8-foot wide access aisle abutting the designated parking space.
9. **Off-Street Loading and Unloading (§155.079).** Buildings between 2,000 sq. ft. and 20,000 sq. ft. in the B-2 district are required to provide 1 off-street loading space of 10 ft. by 70. ft. The length of the space can be reduced to 35 ft. upon recommendation of the City Planner. The site has a loading space on the east side of the building.
10. **Site Plan Review Requirements (§155.286(E)).** The following items must be included on revised plans:
 - a. Plans must be sealed and signed by a licensed professional.
11. **Drainage, soil control, sedimentation, utilities.** We understand that no changes to the existing drainage or utilities are proposed. A note on the plan indicates that water and sewer services will meet the City Building Codes and City department requirements. We defer to the City Engineer regarding the need to require more details or a substantial review of these requirements.
12. **Comments from Other Departments.** All applicable City departments should review the revised site plan to identify any remaining issues.

RECOMMENDATION

We recommend that the Planning Commission approve the site plan with the following conditions to be addressed on a revised and dated site plan and reviewed administratively:

1. A note is added that the dumpster enclosure will include a 6" concrete surface pad.
2. The landscaping is revised to meet the City's requirements and 3 street trees are provided on Middlebelt and 4 street trees are provided on Oakwood.
3. The parking layout is changed as noted above to accommodate a sufficient maneuvering lane.
4. A note is added to the plan that the parking spaces will be restriped.
5. The plans are signed and sealed by a licensed professional.
6. Comments of other City departments are adequately addressed, if any are provided.

If you have any questions about our letter or the site plan, please do not hesitate to contact us.

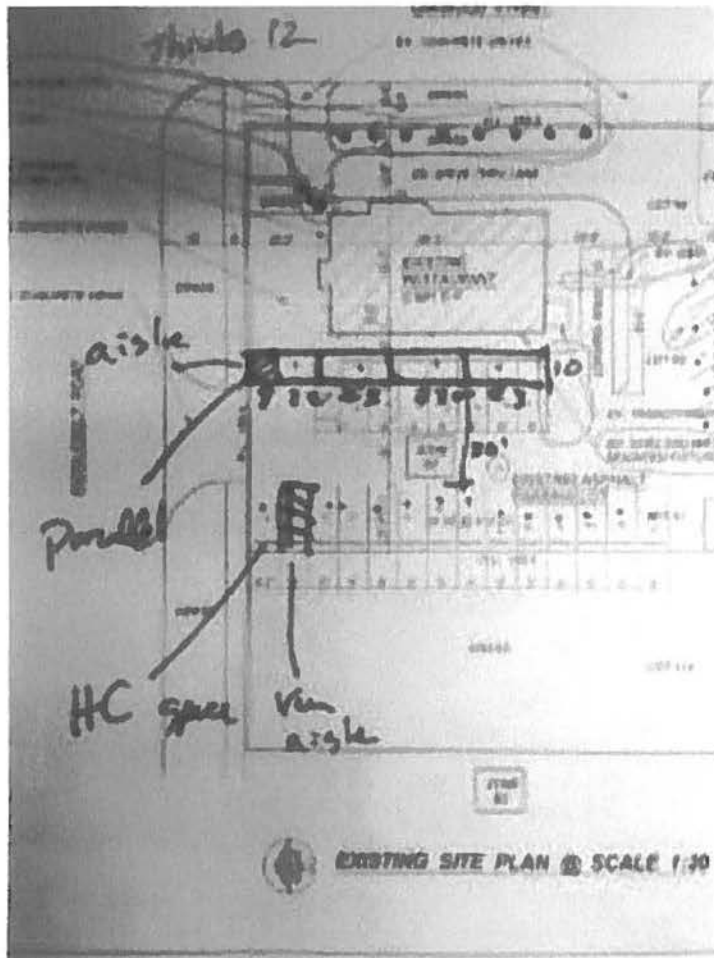
Respectfully submitted,

McKENNA ASSOCIATES

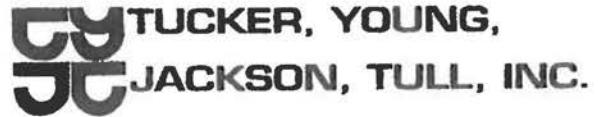


Paul Lippens, AICP
Principal Planner

EXHIBIT A



Mark up above illustrates required changes to parking lot configuration.



CONSULTING ENGINEERS
615 GRISWOLD ST. • SUITE 600
DETROIT, MICHIGAN 48226
(313) 963-0612 FAX (313) 963-2156

August 6, 2014

City of Inkster
Department of Public Services
26900 Princeton
Inkster, MI 48141

Attn: Jerome Bivins, Deputy Director

Regarding: 14-04 (SCU)/14-05 (SP)
1121 Middlebelt Road – Captain Jay's Fish & Chicken Carry Out Restaurant
Preliminary Engineering Review

Dear Mr. Bivins:

Tucker, Young, Jackson, Tull Inc. (TYJT) has completed a review of the plans dated July 10, 2014 for the above referenced project. A Site Plan Review Team meeting was held with the applicant on August 5, 2014 at the City of Inkster City Hall. The following comments were discussed and are summarized below:

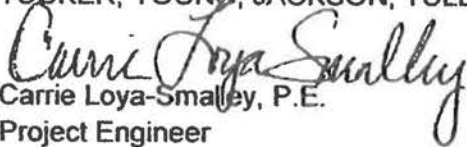
1. Provide the location of existing water, sanitary and storm sewer utilities at, and adjacent to, the site including the leads to the building. Include pipelines and appurtenances such as valves, manholes, catch basins, and other surface features in addition to the location of the pipelines or conduits for each utility. Label pipeline diameter sizes, materials and pipe classes where applicable.
2. The parking space located adjacent to the loading area does not allow for a single unit truck to turn into the loading area if a vehicle is parked in this location. Reconfigure the parking spaces to allow for the turning movement of a single unit truck (per AASHTO design standards) to access the loading area. The parking lot traffic pattern is one-way and the facility includes a drive thru lane for service. Not providing space for an adequate turning movement for delivery trucks increases the potential for periodic back-ups of traffic that could extend into the Michigan Avenue flow of traffic.

Mr. Jerome Bivins, Department of Public Services Deputy Director
August 6, 2014
Page 2 of 2

Please call me at 313-234-0349 if you have any questions.

Sincerely,

TUCKER, YOUNG, JACKSON, TULL INC.


Carrie Loya-Smalley, P.E.
Project Engineer

CC: Richard Marsh, Inkster City Manager
Eric Tucker, P.E., Vice President
File: 8-140008 Task 6

Site Plan Review Comments – 8.5.14

1121 Middlebelt

1. Provide fencing detail showing an obscuring wall for property line adjacent to residential land uses
2. Provide outdoor lighting plan to show that exterior lights will be properly shielded from residential uses.
3. Add note the all pot holes and other pavement surfaces will be repaired to city standards

Richard Wooten, AICP
Inkster Planning Commission

Jeannie Fields

From: John D. Adams [JAdams@ww-fa.com]
Sent: Tuesday, August 05, 2014 2:56 PM
To: Jeannie Fields
Subject: review team comments case 14-05

Ms. Fields,

The Fire department has no objection to this proposed site plan.

Yours in Life Safety
John Adams
Chief Operating Officer

Sent from my iPad <<http://www.cityofwestland.com/>>[X]<<http://www.cityofwestland.com/>>

John D. Adams | Assistant Chief Fire Marshall | WW-FA |
<<http://www.cityofwestland.com/healthycity>>
37201 Marquette | Westland, MI 48185
| | JAdams@ww-fa.com



INKSTER POLICE DEPARTMENT
Inter-Office Memorandum

August 6, 2014

To: M. Jeannie Fields, Community Development Manager

Subject: Preliminary Site Review:
Used Car Dealership
Carry Out Restaurant
Proposed Development at Michigan Ave. and Inkster Road

I have reviewed the above listed preliminary site plans. The Police Department has no concerns with the site plan as it is presented.

If you have any questions or concerns, please contact my office at 313.563.9855.

A handwritten signature in cursive script, appearing to read "Vicki L. Yost".

Vicki L. Yost
Chief of Police

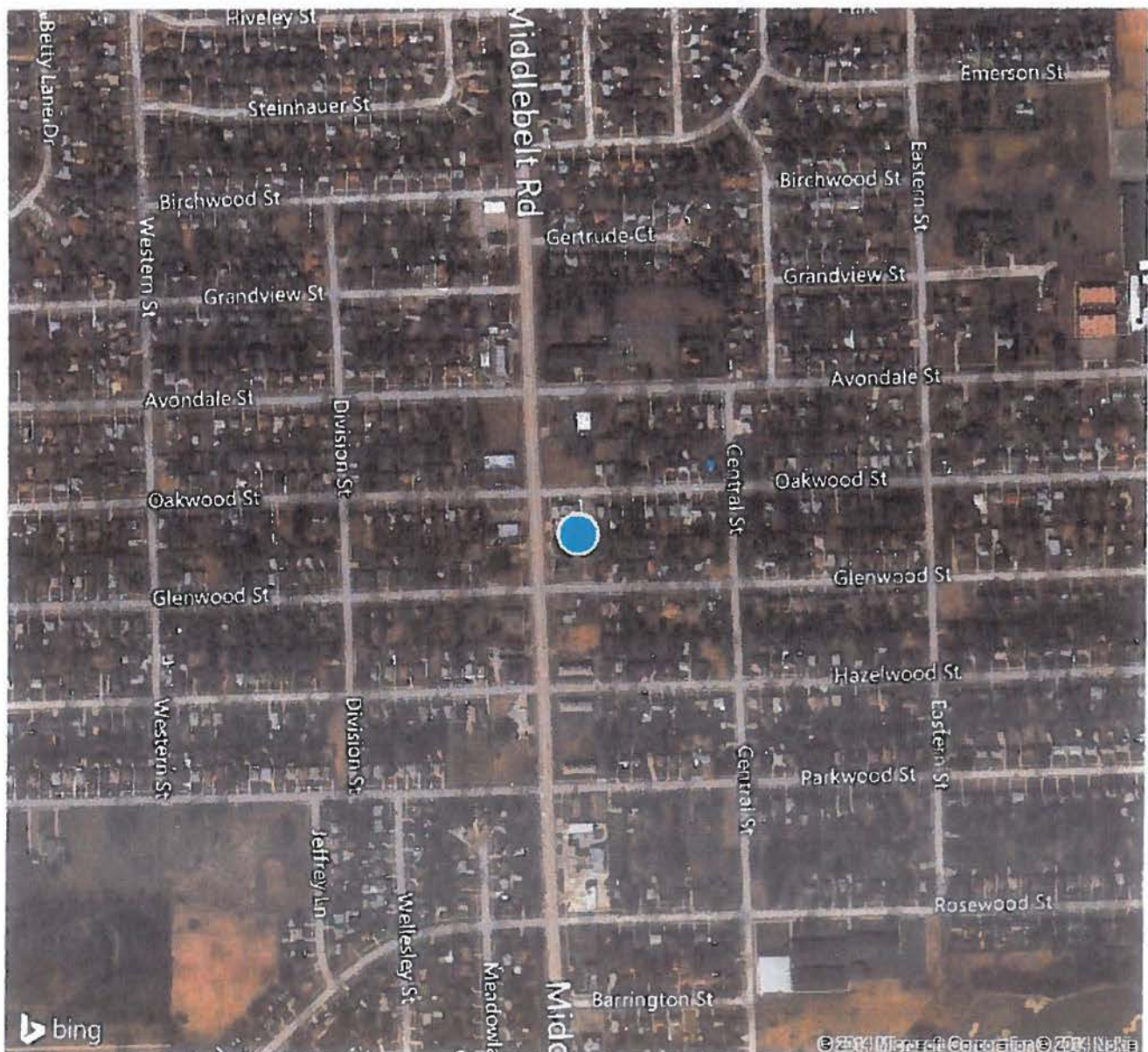
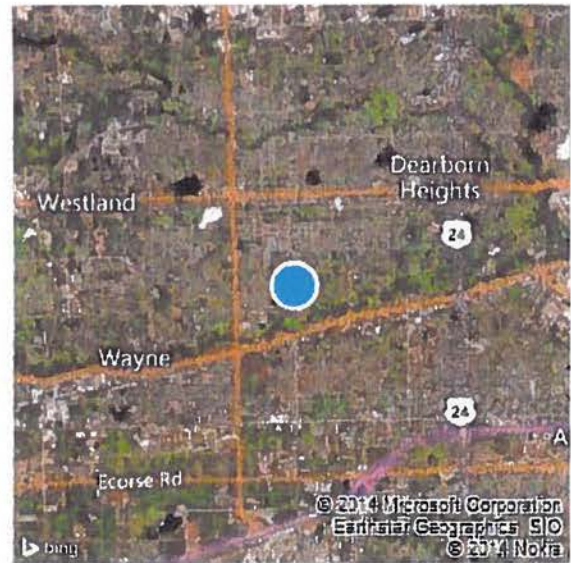


1121 Middlebelt Rd, Inkster, MI 48141

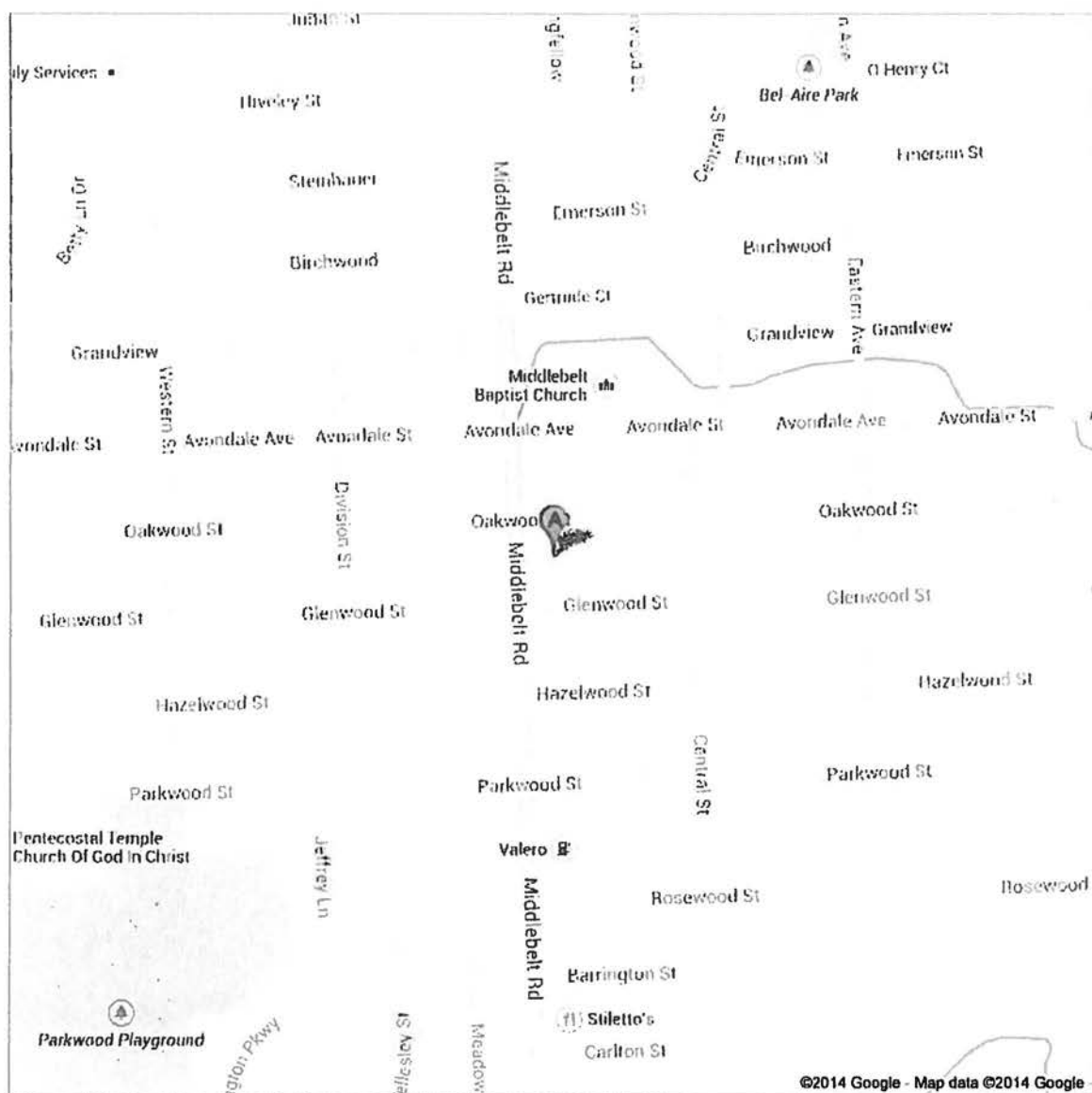
My Notes



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



Google

Address **1121 Middlebelt Rd**
Inkster, MI 48141

1121 MIDDLEBELT RD

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
- Planned Unit Development (PUD)
- Parks and Open Space
- Rouge River Parkway

Handwritten signature: Hill High
Handwritten signature: J. J. Jones



REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: September 29, 2014

From: Jerome Bivins, Deputy Director *JB*

Date for Council Consideration: October 6, 2014

ACTION REQUESTED: Consider approving Request for Proposal (RFP) to be entered on Michigan Inter-Government Trade Network (MITN) and Media Outlet, Internet and Cable and any other form of advertisement for street sweeping.

Current Action X Emergency _____ Future _____

Funds Budgeted: If Yes X Account # ^{202-475-801.000} ~~203-475-801.000~~ No _____ N/A X

Treasurer's Approval MDS

BACKGROUND:

For the past several years the Department of Public Service has been maintaining the streets in the City of Inkster. Due to reduction of staff in the past three years, the Department of Public Service is no longer able to provide street sweeping services. Therefore we are recommending the solicitation of sealed bids for the purpose of sweeping the streets of Inkster..

SCOPE OF SERVICES:

Street sweeping City Wide.

JUSTIFICATION:

To provide for the proper maintenance of the streets in the City of Inkster

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

No cost at this time

PROJECT TIME TABLE:

One year with options of two (2) additional years.

RESOLUTION:

Authorization is hereby given to approve entering the draft copy of Request for Proposal (RFP) to be entered on Michigan Inter-Government Trade Network (MITN), Media Outlet, Internet, Cable and any other form of advertisement for street sweeping.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**City of Inkster
26215 Trowbridge
Inkster, MI 48141**

INVITATION TO BID FOR AS NEEDED STREET SWEEPING SERVICES

To whom it may concern:

The City of Inkster is accepting sealed bids for as-needed Street Sweeping Services. Work may include such activities as sweeping the Major roadways-(**40 lane miles, 120 total miles**), Local-(**160 lane miles, 480 total miles**) and Municipal Parking Lots once a month. The City reserves the right to accept or reject any portion of bids. **The contract shall commence upon signing and continue for a term of up to three years.**

The purpose of this bid is to secure a company for street sweeping. The City reserves the right to reject any/or all bids and to accept/reject partial bids. The city reserves the right to split any/all bids. The bid award may not be based solely upon the lowest pricing, other factors such as references, equipment, qualifications, and the needs of the City may be considered.

Insurance Requirements

All successful bidders must provide the City of Inkster with a certificate of Insurance that meets all City of Inkster requirements. Bidder must also provide all licenses as required by law.

Bidder Qualifications and Requirements

The following must be included in your bid:

1. Please include 3 references with current contact information on past and/or Current accounts.
2. Include a list of equipment that will be used to complete assigned work.
3. Number of years in the business

Subcontracting

The Contractor shall not subcontract any or all portions of the work unless prior written approval is granted by the City. Any subcontractor, so approved, shall be bound by all the terms and conditions.

Conditions

The City is separated into four sections for the purposes of street sweeping. Each section corresponds to a day of the week Monday thru Thursday with Friday being an extra day to go over heavy areas that need special attention. The routes of street sweeping will be the day after the trash collection route (see attached map). The general sweeping season begins in April and runs through October. Leaf collection generally begins in November and runs through the first week of December. A tentative sweeping schedule is attached as well as a map outlining the four sweeping areas. This is not a guarantee of a minimum and/or maximum number of sweepings. The Director of Public Service, or his designee, will contact the contractor for all scheduling of sweeping.

The City of Inkster will make payment for work under this contract at the price provided, only after receipt of a bill for work assigned and the work is satisfactorily completed. Each invoice must include the volume of debris and/or leaves collected.

The City will supply the water for sweeping at no charge. The only fill up point permitted is at the DPS facility at 26900 Princeton Street.

Sweeping debris will be brought to the DPS facility at 26900 Princeton Street. The DPS will be responsible for debris removal from this site.

It should be noted that in the autumn season there is a very large volume of leaves in addition to the normal debris. Bid accordingly.

Bid Instructions

All pricing must include all costs (delivery, Fuel charge, etc....)

The City of Inkster is tax exempt.

Price #1 titled **City-wide major sweeping** – Provide a price for the sweeping of all 120 total miles of Major roads in one week of sweeping. Each side of the road is to be swept. Debris must be transported to the DPS. The City will be responsible for disposal after drop-off.

Price #2 titled **City-wide local sweeping** – Provide a price for sweeping all of the 480 total miles of Local roads in one week of sweeping. Each side of the road is to be swept. Debris must be transported to the DPS. The City will be responsible for disposal after drop-off.

Price #3 titled **City-wide municipal sweeping** – Provide a price for sweeping the entire listed parking lots **one a month** in appendix A. Debris must be transported to the DPS. The City will be responsible for disposal after drop-off.

All bids are to be submitted on the attached forms.

Appendix A City Municipal Parking Lots

1. City Hall (26215 Trowbridge between Bayhan and Beech Daly)
2. Justice Center (26279 Michigan and Bayhan)
3. Recreation Complex (2025 Middlebelt)

Tentative Sweeping Schedule 2014 – 2017

April (ENTIRE CITY)

July (ENTIRE CITY)

October (ENTIRE CITY)

IF NECESSARY WILL SWEEP IN NOVEMBER AND DECEMBER DEPENDING
ON THE WEATHER CONDITIONS

BID SHEET: SWEEPING SERVICES

1.) City wide Major roadways (April, July, October)	2014	\$ _____
	2015	\$ _____
	2016	\$ _____
	2017	\$ _____
2.) City wide Local streets (April, July, October)	2014	\$ _____
	2015	\$ _____
	2016	\$ _____
	2017	\$ _____
3.) City wide Municipal parking lots (April, July, October)	2014	\$ _____
	2015	\$ _____
	2016	\$ _____
	2017	\$ _____

Comment: 2014 s/h one month?
November?

Company Name

Authorized Representative
(Please type or print)

Address

Title

City, State, Zip

Authorizing Signature

Telephone Number

Send all bids to:
Felicia Rutledge
26215 Trowbridge
Inkster, MI 48141

ATTENTION: STREET SWEEPING SERVICES

Deadline for receiving bids is 10:00 a.m. Thursday, October 16, 2014. No late bids will be accepted.

*All bids should be sealed and clearly marked "Street Sweeping Services".

Bids shall be publicly opened and read at:
11 a.m. (local time), Thursday, October 16, 2014
City of Inkster
Council Chambers (Westside of building)
26215 Trowbridge
Inkster, MI 48141

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: October 1, 2014

From: Mark Stuhldreher, Treasurer

Date for Council's Consideration: October 6, 2014

ACTION REQUESTED: Council approval of an Agreement with the executive search firm TJ-Staffing Services, Inc. (TJA) to facilitate the search for a new Police Chief

Current Action X Emergency Future

Funds Budgeted: If Yes - will be made part of budget amendment #1 Account # No N/A

Treasurer's Approval MDS

BACKGROUND:

With the recent resignation of the police chief, it is necessary to conduct a search for a new police chief. TJA Staffing Services, Inc. (TJA) was founded in 1985. Located in Detroit, the firm specializes in executive search, corporate and diversity training and management consulting and staffing. Clients include both private, public sector and not for profit organizations. A partial list of clients is attached.

Once approved, TJA will begin the search process immediately after the contract is signed. TJA will meet with selected city officials, key individuals from the community, i.e., business, religious and civic organizations to gather input regarding the recruitment and hiring of a new police chief. The search process is more fully described in the attached Service Agreement and associated Exhibit.

SCOPE OF SERVICES:

The search process involves distinct phases. TJA will meet with city officials, business leaders, the religious community and residents, in order to discuss the issues and challenges facing the city and the police chief and to learn as much as possible regarding the expectations of the new chief. After meeting with key people from the city and the community, a formal position profile will be created and used to recruit and screen prospective candidates.

TJA will conduct targeted research into comparable cities and sectors to find those with relevant skill-sets and qualifications. A short list (3-5) of potential candidates will be produced through a series of interviews and background checks that discuss the specifics of the job, and explore the candidates' background, competencies and interest in the position. This list of candidates will be presented to the city for subsequent interviews.

After a series of interviews and consideration of external references, the city will select the preferred candidate and the process of salary and offer negotiation will begin. TJA will facilitate this process to

ensure both parties' needs are being met. Finally, TJA will assist with the integration / on boarding of the successful candidate into the position.

JUSTIFICATION:

The hiring of a police chief is one of the most important hires for a community. Using an executive search firm to facilitate this process will help ensure the best possible individual is hired for the position.

PROJECT IMPROVEMENTS:

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

Goal #3 - Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster

Goal #5 - Develop a plan to address the City's current debt and legacy costs

COSTS:

The search fee is billed at 30% of the first year's gross salary. The City will be billed in three (3) installments: the first payment is due at the signing of the agreement, the second payment is due in thirty-(30) days, and a final adjusted payment is due when a candidate is hired. Assuming a \$90,000 starting salary, the cost would be \$27,000. The State of Michigan has agreed to pay 50% of the cost. The city share of the expense would be approximately \$13,500

PROJECTED TIME TABLE:

The process from start to finish is expected to last between 90 and 120 days

RESOLUTION:

Authorization is hereby given to approve the service agreement with the executive search firm TJ-Staffing Services, Inc. (TJA) to facilitate the search for a new Police Chief
--

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

SEARCH AGREEMENT

TJA Staffing Services, Inc. (TJA), a retained executive search firm, hereby enters into a Search Agreement with the City of Inkster (City), to fill the position of Chief of Police. The Search fee is billed at 30% of the first year's gross salary. The City will be billed in three (3) installments: the first payment is due at the signing of the agreement, the second payment is due in thirty-(30) days, and a final adjusted payment is due when a candidate is hired.

TJA will begin the search process immediately after the contract is signed and the initial payment is received. TJA will meet with selected City officials, key individuals from the community, i.e., business, religious and civic organizations to gather input regarding the recruitment and hiring of a new Police Chief. The search process will be completed in 90 – 120 days. ***Exhibit A, which is made part of this Agreement by reference, further defines the process and deliverables.***

All resumes submitted to the City by TJA remains the property of TJA for a period of twelve (12) months from the date the resume was submitted. If an applicant is hired in an alternate position during that period, the City will be subject to the fees stated in this agreement.

All out-of-pocket *pre-approved* expenses incurred by TJA (i.e. travel, lodging) and other search related expenses will be reimbursed by the City.

TJA will guarantee its placement for a period of six (6) months. If within the six-month period the City is not satisfied with the applicant placed, or the applicant leaves their employment voluntarily or for cause, TJA will locate and place another qualified applicant at no cost to the City.

_____/Date_____
Richard J. Marsh, Jr., City Manager
City of Inkster

_____/Date_____
Thomas J. Adams, President
TJA Staffing Services, Inc.



EXHIBIT A

TJA STAFFING SERVICES, INC.

Recruitment Process

TJA Staffing unique and client oriented approach to executive search will ensure that the City of Inkster has quality candidates from which to select the new Police Chief. Outlined below are the key stages in our recruitment process. The process will take 90 to 120 days to complete.

STAGE ONE:

Our understanding of the City of Inkster needs will be key to a successful search. We will work with the City Manager to learn as much as possible about the organization's expectations for a new Police Chief. We want to learn the values and culture of the City, as well as understand the current issues, challenges and opportunities. We also want to know the City Manager's expectations regarding the knowledge, skills abilities, education and experience required of the Police Chief. Additionally, we want to discuss compensation and other items necessary to complete the search. The profile we develop together at this stage will drive subsequent recruitment efforts.

- 1. Initial meeting with the City's representatives**

City representatives meet with TJA Staffing Services (TJA) to outline search requirements, timelines, strategy and mission. .

- 2. Deeper analysis**

A deeper analysis of the City is completed, identifying key individuals within the Community and defining a candidate profile that fits into the City's culture and organizational structure.

- 3. Developing Candidate Profile**

TJA will meet with the City Officials, Business Leaders, Religious Community and Residents, in order to discuss the issues and challenges facing the city and the new executive. We will also tour the community. After meeting with key people from the city and the community, a formal position profile is created and used to recruit, screen needs and requirements.

STAGE TWO:

Search Strategy

Conduct targeted research into comparable Cities and sectors to find those with relevant skill-sets and qualifications, supplementing our extensive knowledge of and relationships with board directors and senior executives across industries and functions.

- 1. Name generation and candidate identification**

During this process, we generate a list of candidates, which we will begin qualifying and identifying whether they are suitable candidates.

TJA STAFFING SERVICES, INC.

Recruitment Process

2. Source, qualify and interview to create a short list

A series of internal meetings will continue throughout the candidate identification process and the number of potential candidates will be reduced to a short list. This shortlist is achieved through detailed interviews that discuss the specifics of the job, and explore the candidates' background, competencies and interest in the role.

STAGE THREE:

3. Narrow to 3-5 candidates

The list will be reduced to 3-5 potential candidates that are presented to the client.

STAGE FOUR:

4. Offer and negotiation

After a series of interviews and consideration of external references, the client will select their preferred candidate and the process of salary and offer negotiation will begin. If requested, TJA will act as a mediator in this process to ensure both parties' needs are being met.

5. Coming onboard and integration

Finally, TJA will assist with the integration / onboarding of the successful candidate into the position. The degree of involvement varies depending on the wishes of HR.

Although the search has been successfully completed, TJA will continue to maintain close ties with the client and executive to ensure long-term satisfaction for both parties.



TJA STAFFING SERVICES ~ CLIENT LIST

AMERICAN HEART ASSOCIATION	MERCY HEALTH SYSTEM
AURORA SINAI HOSPITAL	NATIONAL COUNCIL ON ALCOHOL & DRUG DEPENDENCY
AURORA HEALTH SYSTEM	NORTH MILWAUKEE STATE BANK HENRY FORD
CHILDREN'S HOSPITAL	OMNI CARE
COCA-COLA, INC.	PARKVIEW HEALTH
COMERICA BANK	PLANNED PARENTHOOD
COMPREHENSIVE HEALTH SERVICES	PROCARE HEALTHCARE
DETROIT ADVANTAGE ACADEMY	PRECISE INCOME TAX SERVICES
DELTA DENTAL PLAN OF MICHIGAN	REGAL PLASTICS
DETROIT COMMUNITY HEALTH	ROSS-HILL ACADEMY
DETROIT MEDICAL CENTER	SECOND EBENEZER CHURCH
DETROIT RECEIVING HOSPITAL	SINAI-GRACE HOSPITAL
DETROIT-WAYNE COUNTY HEALTH AUTHORITY	SPECTRUM HEALTH SYSTEM
DETROIT ZOOLOGICAL SOCIETY	ST. JOHN HEALTH SYSTEM
DTE ENERGY	ST. LUKE'S HOSPITAL
FIRST CHILDREN'S FINANCE	TRINITY HEALTH
GREATER DETROIT AREA HEALTH COUNCIL	UNITED AMERICAN HEALTH CARE CORP.
HENRY FORD HEALTH SYSTEM	WAYNE COUNTY HEALTH AUTHORITY
HENRY FORD HOSPITAL	WARNER NORCROSS & JUDD
HOLY CROSS HOSPITAL	WELLNESS PLAN

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

Date: September 30, 2014

From: Richard J. Marsh, Jr., City Manager

Date for Council Consideration: Oct. 6, 2014

ACTION REQUESTED: Authorization for Administration to submit ~~several~~ Financially Distressed Cities, Villages and Townships (FDCVT) ~~Grant~~~~grant~~ applications for consideration and approval to the Michigan Department of Treasury for the (FDCVT) ~~Grant Program~~~~grant program~~.

Current Action _____ Emergency _____ Future _____

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

Treasurer's Approval _____

BACKGROUND INFORMATION

The CGAP grant program ~~was has been~~ replaced with the Financially Distressed Cities, Villages and Townships (FDCVT) ~~Grant Program~~~~grant program~~. The grant application window opened September 2, 2014 and will close on October 31, 2014. The program totals \$8,000,000 in funding for the Michigan Department of Treasury to award with a single award cap set at \$2,000,000 to any city, village or township. The (FDCVT) ~~Grant~~~~grant~~ is supported by ~~the~~ revenues from the state sales tax. The purpose of the grant program is to provide grants to financially distressed cities, villages, or townships with one (1) or more conditions that indicate probable financial stress. This funding may be used to pay for specific projects, services, or strategies that move the city, village or township toward financial stability. Priority will be given to the following applicants:

- ~~Applicants with~~With two (2) or more conditions that indicate probable financial distress
- ~~Applicants in~~in which a financial emergency has been declared in the past five (5) years
- ~~Applicants that have~~That has an approved Deficit Elimination Plan for the General Fund

JUSTIFICATION

The City of Inkster meets criteria due to the Consent Agreement. The City of Inkster continues to pursue grant opportunities as we struggle to provide adequate services for our community. The City is requesting approval to ~~submit~~~~submit five (5)~~ applications to the State, covering the following ~~areas~~~~projects~~projects:

- o Long Term Unfunded Liabilities
- o Capital Improvement Projects – Costs for Infrastructure Needs, Equipment, Building, Fire Hydrants, Fleet Maintenance/Acquisition
- o Multi-level Law Enforcement Task Force
- o Neighborhood Revitalization

PROJECT OR IMPROVEMENT TASKS

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

1. Enhance Public Safety & Strengthen the Police Department
2. Develop a plan to address the City's current debt and legacy costs
3. Improve and promote the image of Inkster

COSTS

No Cost to the City of Inkster

PROJECT TIME TABLE

Starting October 1, 2014, the Grant Panel will begin reviewing applications. Qualified grants may be awarded on a rolling basis. Applicants selected for a grant award will receive a Notification of Intent to Award from the Michigan Department of Treasury by January 30, 2015. Additional time may be required depending on the number of applicants received. Final Award Letters will be sent to the approved grantees, once the Michigan Department of Treasury has received the Grant Agreement and Board Resolution.

RESOLUTION

The City of Inkster City Council hereby authorizes Administration to submit ~~(several FDCVT)~~ Grant-grant applications for consideration and approval to the Michigan Department of Treasury for the Financially Distressed Cities, villages and Townships (FDCVT) Grant Program~~grant program~~.

Resolved by _____ Seconded by _____

Yeas: _____

Nays: _____

Absent: _____