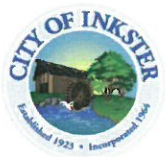


1. Agenda

Documents: [07-20 15 AGENDA.PDF](#)

2. Packet

Documents: [07-20 15 PACKET.PDF](#)



INKSTER CITY COUNCIL

July 20, 2015
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

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

Council Members:

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

FELICIA RUTLEDGE
CITY CLERK

RICHARD MARSH
CITY MANAGER

DAVID JONES
CITY ATTORNEY

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

Council Orientation Agenda – 6:00 PM

1. Call to Order
2. Discussion
 - A. Agenda Discussion
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

July 20, 2015

Regular City Council Agenda – 7:30 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

2. Presentations/Discussion

- A. Inkster Library-Michael Wells
- B. Parks and Recreation-Craig Lewis

4. Public Hearing

- A. Council to hold a public hearing and offer a first reading on an amendment to the City's Zoning Ordinance to permit medical marijuana uses as a special conditions use in B-1, B-2 and B-3 Districts per the Planning Commission Recommendation.

5. Consent Agenda

- A. July 7, 2015 Regular City Council Meeting Minutes.

6. Boards and Commissions

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

7. Previous Business

8. Ordinance(s)

- A. First Reading(s)

- B. Second Reading(s)

- 1. A second reading and approval of an amendment to the Zoning Ordinance for Commercial Warehouse and Wholesale in B-3 General Business District.

9. New Business

- A. Discussion/Action: (Felicia Rutledge) Consider a street closure on Florence between Sylvia and Princess July 25th (weather permitting) OR August 1, 2015 from 12pm until 8:30pm for a Block Party (Donna Lawrence).
 - B. Discussion/Action: (John Adams) Consideration to transfer blighted city owned residential properties to the Michigan Land Bank (MLB) for demolition under our Hardest Hit grant with MSDHA.
 - C. Discussion/Action: (Jeannie Fields) Consider approval of a Special Conditions Use (SCU 15-03) and accompanying Site Plan (SP 14-09) for the operation of commercial warehouse located at 26051 Michigan Ave. in the B-3 District (General Business) with the conditions noted as recommended by the Planning Commission.
 - D. Discussion/Action: (Jeannie Fields) Consider approval of an offer to purchase (Case # LD15-6) Vacant Walnut and 3741 Walnut which are located on the east side of Walnut between Carlyle and Andover and are legally described as Lot 146 also W ½ Adj Vac. Alley and Lot 147 also W ½ Adj. Vac Alley Inkster Gardens Sub T2S R9E L84 P73 WCR (Property ID#44-014-03-0146-000 and 44-014-03-0147-000) in the total amount of \$1,750 to Key Management (Kimani Powell)
 - E. Discussion/Action: (Jeannie Fields) Consider approval of the July 1, 2015 –June 30, 2020 Charter County of Wayne Contract for CDBG funding in the amount of \$241,708.44 for the HUD funding Program Year 2015 (July 1, 2015-December 31, 2016)
 - F. Discussion/Action: (Craig Lewis; Denise Champagne) Consider approving our request to have the attached ballot language placed on the November 3, 2015 ballot asking voters to approve a renewal and a new senior service millage.
- 10. Public Participation (limit to 3 minutes)
 - 11. Mayor and Council Communication
 - 12. City Clerk
 - 13. City Manager
 - 14. Closed Session
Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).
 - 15. Adjournment
Felicia Rutledge
City Clerk



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 - 15. Adjournment
Felicia Rutledge
City Clerk

REQUEST FOR COUNCIL ACTION

To: Richard Marsh – City Manager

Date: July 14, 2015

From: M. Jeannie Fields *697*
Community Development Manager

Date for Council Consideration: July 20, 2015

ACTION REQUESTED: Council to hold a public hearing and offer a first reading on an amendment to the City's Zoning Ordinance to permit medical marijuana uses as a special conditions use in the B-1, B-2 and B-3 Districts per the Planning Commission recommendation.

Current Action X Emergency Future

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

Treasurer's Approval *MDS*

BACKGROUND INFORMATION

On May 26, 2015, the Planning Commission held a preliminary discussion regarding a request to amend the zoning ordinance related to medical marijuana facilities in the B-1, B-2 and B-3 Districts. Patrick Wimberly is the applicant. Attached is a copy of the original request from the applicant along with a memo from the planner for preliminary discussion, an updated memo from the city attorney regarding medical marijuana dispensaries and draft meeting minutes.

On June 22, 2015, a public hearing was held at the Planning Commission meeting. McKenna Associates and the Administration made a recommendation to deny the request. The request was approved by the Planning Commission. A copy of the recommended text is attached. Additionally, a copy of the memo from the planner with the planning commission recommendation and draft meeting minutes are attached.

The Police Chief was asked to provide comments to the Planning Commission prior to the meeting held June 22, 2015. The comments were not available at that time, but are attached now for your review.

SCOPE OF SERVICES

Text amendments to the Zoning Ordinance are proposed and summarized as follows:

- Modifications to the definition of "medical marijuana facilities" to create a definition for "medical marijuana cultivation facilities"
- Establish a definition for "medical marijuana provisioning centers" that permits transfer of medicine as permitted by State of Michigan regulations and excludes cultivation, growing, or processing of marijuana
- Change the uses permitted subject to special conditions in the M-1 District from "medical marijuana facilities" to "medical marijuana cultivation facilities"
- Change and modify the existing special review standards for "medical marijuana facilities" to special review standards for "medical marijuana cultivation facilities"

- Establish medical marijuana provisioning centers as a use subject to special conditions in the B-1 District
- Establish medical marijuana provisioning centers as a use subject to special conditions in the B-2 District
- Establish medical marijuana provisioning centers as a use subject to special conditions in the B-3 District
- Establish special conditions review standards for medical marijuana provisioning centers

JUSTIFICATION

Per the recommendation of the Planning Commission.

PROJECT OR IMPROVEMENT TASKS

1. Revitalize the Michigan Avenue Corridor and the area covered by the DDA.
2. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster.

COSTS

N/A

PROJECT TIME TABLE

A second reading of the text amendment is scheduled during the Council meeting on August 3, 2015. If approved by Council, the amendment will be published and posted and become effective after thirty (30) days.

RESOLUTION

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

ATTACHMENT A
MEDICAL MARIJUANA DRAFT ZONING PROVISIONS

The following draft text amendments are prepared in response to Case # 15-12 (TA).

DRAFT - Zoning Ordinance Provisions

(Text proposed to be removed: strikethrough; New text: underlined)

§ 155.045 B-1, LOCAL BUSINESS DISTRICT.

- (D) **Uses Permitted Subject to Special Conditions**
- (6) Medical marijuana provisioning centers subject to the regulations of § 155.148.

§ 155.046 B-2, THOROUGHFARE MIXED USE DISTRICT.

- (D) **Uses Permitted Subject to Special Conditions**
- (18) Medical marijuana provisioning centers subject to the regulations of § 155.148.

§ 155.047 B-3, GENERAL BUSINESS DISTRICT.

- (D) **Uses Permitted Subject to Special Conditions**
- (37) Medical marijuana provisioning centers subject to the regulations of § 155.148.

§ 155.048 M-1, LIGHT INDUSTRIAL DISTRICT.

- (C) **Uses Permitted Subject to Special Conditions**
- (16) Medical marijuana cultivation facilities subject to the regulations of § 155.146.

§ 155.146 MEDICAL MARIJUANA CULTIVATION FACILITIES.

§ 155.148 MEDICAL MARIJUANA PROVISIONING CENTERS

- (A) The medical use of marijuana shall comply at all times and in all circumstances with the Michigan Medical Marijuana Act, State of Michigan regulations for the transfer of medical marijuana, and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.
- (B) A provisioning center shall not be located within a one thousand (1,000) foot radius of a school.
- (C) A provisioning center shall not be located within a one thousand (1000) foot radius of a lawfully existing medical marijuana provisioning center.
- (D) A provisioning center shall not share office space with a physician.
- (E) Smoking and/or use of medical marijuana shall be prohibited at the provisioning center.
- (F) Growing, cultivating, manufacturing, or processing of medical marijuana is prohibited.
- (G) All activity related to the provisioning center shall be done indoors.
- (H) Security cameras shall be installed, maintained and approved by the City Police Chief. All security cameras shall have at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company.
- (I) Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.
- (J) The premises shall be open for inspection upon request by the Building Official the Fire Department and law enforcement officials for compliance with all applicable laws and rules.

- during the stated hours of operation/use and as such other times as anyone is present on the premises.
- (K) Quarterly inspections may be made by the City Official's designee to confirm the provisioning center is operating in accordance with applicable laws including, but not limited to, State Law and City Ordinances.
- (L) Any medical marijuana provisioning center shall not have exterior signage using the word "marihuana" and/or "marijuana" or any other word, phrase or picture commonly understood to refer to marijuana. Neon signs and non-functional decorative lighting shall be prohibited. Sign(s) shall be posted stating that "No loitering is permitted" on such property.
- (M) Any medical marijuana provisioning center shall maintain a log book and/or database identifying by date the amount of medical marijuana on the premises for each qualifying patient/caregiver, keeping the qualifying patient and caregiver information confidential. This log shall be available to law enforcement personnel to confirm that the medical marijuana provisioning center does not have more medical marijuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of medical marijuana at the facility. The facility shall maintain the confidentiality of qualifying patients in compliance with the Michigan Medical Marihuana Act, as amended, and applicable State of Michigan rules and regulations.
- (N) If the provisioning center ceases operation for a length of time of six months or greater, the special conditions use shall expire.
- (O) Provisioning center drive-through facilities shall be prohibited.
- (P) All medical marijuana shall be contained within the main building in an enclosed, locked facility.
- (Q) Application for a Medical Marijuana Provisioning Center License shall be made to the City Clerk upon application forms provided by the Clerk for Medical Marijuana Provisioning Center License and signed by the applicant verifying the truth and accuracy of all information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the City Council.

§ 155.260 DEFINITIONS.

MEDICAL MARIJUANA FACILITY. ~~A facility where primary caregivers who are legally registered by the Michigan Department of Community Health (MDCH) may lawfully assist qualifying patients who are also legally registered by the MDCH with the medical use of marijuana in accordance with the Michigan Medical Marihuana Act, as amended.~~

MEDICAL MARIJUANA CULTIVATION FACILITY. A facility for the cultivation, manufacturing, and processing of medical marijuana into a usable form by primary caregivers who are legally registered by the Michigan Department of Community Health (MDCH) in accordance with the Michigan Medical Marihuana Act, as amended. Consistent with a manufacturing and wholesaling facility, primary caregivers who are legally registered by the Michigan Department of Community Health (MDCH) may lawfully assist qualifying patients who are also legally registered by the MDCH with the medical use of marijuana in accordance with the Michigan Medical Marihuana Act, as amended.

MEDICAL MARIJUANA PROVISIONING CENTERS. Medical Marijuana Provisioning Center means a commercial entity that acquires, possesses, delivers, transfers, or transports medical marijuana and sells, supplies, or provides to registered qualifying patients, directly or through the patients' registered primary caregiver, to the

extent that is authorized by State of Michigan regulations. Provisioning center includes any commercial property where medical marijuana is sold to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver in accordance with State of Michigan regulations is excluded from this definition.



PLANNING COMMISSION
PETITION FOR REZONING

Filing Fee

Case # 15-12 (D)

\$1,700.00 + \$350.00 Public Hearing Fee = \$2,050.00

Date Filed 5.8.15

TO THE INKSTER CITY PLANNING COMMISSION:

The undersigned respectfully petition(s) Planning Commission to amend the Inkster Code of Ordinance, Section 155.032—Zoning Map, as amended and change the zoning map as hereinafter requested, and in support of this petition, the following facts are shown:

PROPERTY IDENTIFICATION

Property ID#: Not Applicable Legal Description (please provide exact legal description): _____

(If more than one property, attach additional sheets as needed).

Street Address: _____

The property is located on the _____ side of _____ Street, between _____ Street and _____ Street. It has frontage of _____ feet, a depth of _____ feet, and comprises _____ acres.

Property owner: _____

Address: _____ Telephone #: _____
(Proof of ownership must be attached)

NATURE OF PETITION

Current Zoning: _____ Requested Zoning: _____ Proposed Use: _____

Please provide a diagram or drawing indicating the property to be rezoned.

We are not asking for a property to be rezoned. We are asking that Ordinance 852 be amended. See attached Application to Amend the Zoning Ordinance.

AFFADAVIT OF PETITIONER
STATE OF MICHIGAN } ss
COUNTY OF WAYNE }

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 she/he is authorized to submit this petition.

Printed Name of Petitioner Latic Nimberly
Signature of Petitioner _____
Interest in Property _____
Firm _____ Address _____
Phone _____

Subscribed and sworn to before me this 6th day of May, 2015

Byron H. Nolen
Notary Public, Wayne County, Michigan

My Commission Expires: 12-20-2015

BYRON H. NOLEN
Notary Public, Wayne County, MI
Commission Expires: _____

FOR OFFICE USE ONLY

DATE SUBMITTED: 5.13.15

CASE NUMBER: 15-12 (TA)

**CITY OF INKSTER'S
APPLICATION TO AMEND THE ZONING ORDINANCE**

APPLICANT NAME Patrick Wimberly

ADDRESS 27332 Michigan Ave, Inkster, MI 48141

NUMBER

STREET

CITY

STATE

ZIP

TELEPHONE NUMBERS (313) 260-9612

Direct

FAX

E-Mail Address pwimberly@me.com

PLEASE PROVIDE THE FOLLOWING INFORMATION ALONG WITH FEES.

1. A narrative that explains the proposed amendment and why it is necessary.
2. An analysis of how the proposed amendment conforms to and supports the principles found within the zoning ordinance and master plan.
3. A statement of the perceived effects of the proposed change would have on the City's ability to deliver services (staffing, enforcement, added inspections, studies required, etc.). What additional costs, if any, the City or its taxpayers will incur and how will these costs be addressed?
4. Explain how the proposed text amendment would serve the interests of the public as a whole, including health, safety, or welfare.
5. A draft of the proposed text change(s) to the existing ordinance.

CITY OF INKSTER'S
APPLICATION TO AMEND THE ZONING ORDINANCE
ATTACHED SHEET

1. A narrative that explains the proposed amendment and why it is necessary.

I believe the proposed amendment is necessary because the recently passed zoning ordinance number 852 is inadequate, and does not allow the city, residents, or business owners to benefit from the medical marijuana act by making marijuana available to patients who have been certified by their medical doctor as needing it for medical purposes. Ordinance number 852 was not intended to be the city's final ordinance regarding the medical marijuana issue; it was supposed to be temporary until the city could revisit the issue. Direct evidence that Ordinance number 852 is not working for the city of Inkster is the fact that no prospective business owner has even applied to the planning commission or city administration to even open a medical marijuana facility. Our amendment would allow medical marijuana facilities to be located in the city of Inkster like any other business, located in the vary business districts in the city. The number of facilities would be capped at three, and there could only be one facility located in each type of business district. This amendment is necessary so that patients can have safe access to medical marijuana facilities in our community. The community would benefit from patients who are consumers coming into our community from other communities to spend money. Consumers from other communities will patronize other local businesses, (grocery stores, drug stores. Restaurants, our recreation center, and our parks).

2. An analysis of how the proposed amendment conforms to and supports the principles found within the zoning ordinance and master plan.

The proposed amendment conforms to and would be subject to all of the other provisions of our zoning ordinance like any other business in our community. The proposed zoning amendment will positively affect the master plan in the following way: It will aide the city in marketing other commercial buildings to prospective business owners by increasing the foot traffic in the city of Inkster's business districts of Inkster residents and residents of the surrounding communities(p. 27, Master Plan); The zoning amendment will encourage the development of the downtown area and other businesses districts as a residential-commercial mixed-use district by safely providing medical marijuana to patient who need it for their medical purposes. The medical marijuana facilities would aide the city in its long term vision by fostering foot traffic in the downtown and other business districts, and will attract people who do not live in the city of Inkster to patronage our businesses(p. 33, Master Plain); It will also provide

services to patients in our community within comfortable walking distances from their homes, and will help develop the city's retail business districts (p. 33, Master Plan); The opening of three medical marijuana facilities in the city of Inkster will create at least thirty new jobs for residents of the city of Inkster which would be consistent with the city's priority of economic development and will stimulate the local economy(p. 34, Master Plan).

- 3. A statement of the perceived effects of the proposed change would have on the City's ability to deliver services (staffing, enforcement, added inspections, studies required, etc.). What additional costs, if any, the City or its taxpayers will incur and how will these costs be addressed?**

The proposed zoning amendment would have no negative effect on the city's ability to deliver services to its residents and business owners. The City, nor its taxpayers would incur any additional costs as a result of the proposed zoning amendment. The business application fee for the medical marijuana facilities would be set at \$3500.00 which would be paid by the applicant for police, and fire inspections to make sure the facilities are safe for the general public. The annual business license fee of \$1500.00 would cover the costs of quarterly police and fire inspections to ensure the facilities are still safe and compliant with the zoning ordinance. As an example, in order to file this application to amend the zoning ordinance the applicant had to pay a fee of \$2050.00 just to propose this amendment to the planning commission and city council. This amendment would not cost the city or taxpayers anything.

- 4. Explain how the proposed text amendment would serve the interests of the public as a whole, including health, safety, or welfare.**

I incorporate my responses to questions 1-3 into this response. In addition, the public and/patients would have safe access to medical marijuana, and an opportunity to patronage our other local businesses, parks, and recreation facilities which would benefit our city economically, relieve some of the financial burden on our taxpayers by the increase in business property taxes paid because new businesses would be opening, and generally the increase in all of our local businesses from the additional foot traffic.

- 5. A draft of the proposed text change(s) to the existing ordinance.**

See attached page

REQUESTED AMENDMENT

The City of Inkster Ordains:

Ordinance No. 852 is amended, to allow Medical Marijuana Facilities in 155.045 B-1 Local Business Districts, 155.046 B-2 Thoroughfare are Mixed-Use Districts, and 155.047 B-3 General Business Districts, and in the TCD District. Section A and B of ordinance No. 852 are struck down. Classifying Medical Marijuana Facilities as Special Conditions Use/Regulated Use pursuant to Section 155.286(E) is struck down. The business license application fee is set at \$3500.00 per application with an annual renewal fee of \$1500.00. All business license applications will be processed by the city clerk and the city clerk will issue the business licenses to businesses who meet the ordinance requirements. The total number of Medical Marijuana Facilities that can be located in the city of Inkster at one time will be three, and there can only be one facility in each zoning district area.

MEMORANDUM

TO: Inkster Planning Commission
ATTN: Jeannie Fields, Community Development Manager
CC: Richard Marsh, City Manager
David Jones, City Attorney
FROM: Paul Lippens AICP, Principal Planner

SUBJECT: Preliminary Discussion Regarding Case # 15-12
Text Amendment to permit Medical Marijuana Facilities in Commercial Districts

APPLICANT: Patrick Wimberly and authorized agent Byron Nolen

DATE: May 22, 2015

BACKGROUND

In winter of 2015 the City of Inkster passed a text amendment to permit "medical marijuana facilities," consistent with the uses authorized in the State of Michigan Medical Marijuana Act (MMA), in the M-1 district. The effect of these new regulations are summarized as follows:

- Added conflict of laws and prohibited use language to zoning ordinance
- Added medical marijuana facilities as a use permitted subject to special conditions in the M-1 Light Industrial District.
- Added special conditions review standards for medical marijuana
- Added a definition of medical marijuana facilities.

The applicant requests the following amendments to the zoning ordinance:

- Medical marijuana facilities permitted by right in the B-1, B-2, B-3, and TCD district¹
- Removing special conditions use regulations for medical marijuana facilities
- Removing buffer requirements
- Only permitting one medical marijuana facility per zoning district (with a maximum of three)²
- Setting business license fees at \$3500 per application with an annual renewal of \$1500³

Supportive information:

- The applicant's application provides references to the City Master Plan (p. 27, and P.33) that state the importance of supporting local business, economic development, and job creation in the City.
- A new bill (House Bill 4209) has been introduced that would clarify the regulations relating to medical marijuana provisioning centers.
- No objections to medical marijuana facilities by residents were noted at public hearings held at Planning Commission and City Council in fall of 2014.
- City Council discussed potential for medical marijuana to support economic development goals

¹ The applicant must own property in the district requested to apply for a text amendment; we have requested proof of ownership.

² We do not recommend a "cap" to the number of uses permitted in the City as a zoning standard. However, buffer requirements can functionally limit the number of potential uses.

³ The City's business license fees are not regulated by the Zoning Ordinance.

DISCUSSION

In consideration of the application we propose Planning Commission discuss the following modifications to the City's Zoning Ordinance to permit medical marijuana uses as follows:

- Modifying the definition of "Medical Marijuana Facilities" to create two categories
 - Medical Marijuana Cultivation Facilities
 - Medical Marijuana Provisioning Centers
 - Cultivation, growing, or processing of marijuana would not be included in this definition
- Modifying the uses permitted subject to special conditions in the M-1 District to medical marijuana cultivation facilities
- Modifying the existing special review standards for medical marijuana facilities to special review standards for medical marijuana cultivation facilities
- Adding medical marijuana provisioning centers as a use subject to special conditions in the B-3 District
- Adding special conditions review standards for medical marijuana provisioning centers

Subject to the recommendations of Planning Commission and consideration of discussion with the applicant we will develop a draft zoning ordinance text amendment and schedule a public hearing.

Please let me know if you have any additional questions.

Respectfully submitted,

McKENNA ASSOCIATES



Paul Lippens, AICP
Principal Planner

Memorandum

To: Inkster City Council
From: David Jones/Jim Allen/Kelly Cumberworth
Date: June 10, 2015
Re: Medical Marijuana Dispensaries

The purpose of this memorandum is to provide the legal background and current state of the law related to medical marijuana dispensaries in the State of Michigan.

INTRODUCTION

The ability for cities in the State of Michigan to have medical marijuana dispensaries was addressed by the Michigan Supreme Court in February 2013 in the landmark case of *State v. McQueen*, 493 Mich. 135, 828 N.W.2d 644 (2013). The Michigan Supreme Court affirmed the Court of Appeals decision, albeit on alternative grounds, and held that the operation of defendant's dispensary did not comply with the Michigan Medical Marijuana Act, MCL 333.26421, *et seq.* ("MMMA"). This decision made the operation of medical marijuana dispensaries in the State of Michigan illegal.

The Supreme Court decision in *McQueen* prompted the drafting of House Bill 4271 "Medical Marijuana Provisioning Center Regulation Act" ("HB 4271"), which would allow the legal operation of dispensaries in the State of Michigan. On December 12, 2013, HB 4271 was passed by the House and on August 13, 2014 it was referred to Committee of the Whole in the Senate. Since then, no progress has been made.

The failure of the MMMA to address the legality of dispensaries combined with the decision in *McQueen* and the pendency of HB 4271 has caused the status of dispensaries in this state to be quite murky. Despite the fact that *McQueen* made dispensaries illegal many dispensaries are continuing to operate. On the other hand, many municipalities, such as Howell, have moratoriums on medical marijuana dispensaries until it is known what will happen with HB 4271.

ISSUE PRESENTED

Whether medical marijuana dispensaries should be permitted in the City of Inkster based on the current status of the law?

LEGAL ANALYSIS

In order to fully understand the impact of the decision in *McQueen* it is important to be familiar with the applicable provisions under the MMMA.

The Michigan Medical Marijuana Act, MCL 333.26421, et. seq. (MMMA)

MCL 333.26427(a) (“Section 7”) permits the “medical use” of marijuana under state law to the extent it is carried out in accordance with the provisions of the MMMA. Section 3(f)¹ defines “medical use” as “the acquisition, possession, cultivation, manufacture, use, internal possession, delivery, *transfer*, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient’s debilitating medical condition or symptoms associated with the debilitating medical condition.”

Section 4 of the MMMA provides immunity from arrest, prosecution or penalty for engaging in the medical use of marijuana, as permitted by the MMMA:

(a) A qualifying patient who has been issued and possesses a registry identification card shall not be subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including but not limited to civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, for the medical use of marihuana in accordance with this act, provided that the qualifying patient possesses an amount of marihuana that does not exceed 2.5 ounces of usable marihuana, and, if the qualifying patient has not specified that a primary caregiver will be allowed under state law to cultivate marihuana for the qualifying patient, 12 marihuana plants kept in an enclosed, locked facility. Any incidental amount of seeds, stalks, and unusable roots shall also be allowed under state law and shall not be included in this amount. The privilege from arrest under this subsection applies only if the qualifying patient presents both his or her registry identification card and a valid driver license or government-issued identification card that bears a photographic image of the qualifying patient.

(b) A primary caregiver who has been issued and possesses a registry identification card shall not be subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including but not limited to civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, for assisting a qualifying patient to whom he or she is connected through the department’s registration process with the medical use of marihuana in accordance with this act. The privilege from arrest under this subsection applies only if the primary caregiver presents both his or her registry identification card and a valid driver license or government-issued identification card that bears a photographic image of the primary caregiver. This subsection applies only if the primary caregiver possesses an amount of marihuana that does not exceed:

(1) 2.5 ounces of usable marihuana for each qualifying patient to whom he or she is connected through the department’s registration process; and

¹ MCL 333.26423

(2) for each registered qualifying patient who has specified that the primary caregiver will be allowed under state law to cultivate marihuana for the qualifying patient, 12 marihuana plants kept in an enclosed, locked facility; and

(3) any incidental amount of seeds, stalks, and unusable roots.

(c) A person shall not be denied custody or visitation of a minor for acting in accordance with this act, unless the person's behavior is such that it creates an unreasonable danger to the minor that can be clearly articulated and substantiated.

(d) There shall be a presumption that a qualifying patient or primary caregiver is engaged in the medical use of marihuana in accordance with this act if the qualifying patient or primary caregiver:

(1) is in possession of a registry identification card; and

(2) is in possession of an amount of marihuana that does not exceed the amount allowed under this act. The presumption may be rebutted by evidence that conduct related to marihuana was not for the purpose of alleviating the qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition, in accordance with this act.

(e) A registered primary caregiver may receive compensation for costs associated with assisting a registered qualifying patient in the medical use of marihuana. Any such compensation shall not constitute the sale of controlled substances.

(f) A physician shall not be subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including but not limited to civil penalty or disciplinary action by the Michigan board of medicine, the Michigan board of osteopathic medicine and surgery, or any other business or occupational or professional licensing board or bureau, solely for providing written certifications, in the course of a bona fide physician-patient relationship and after the physician has completed a full assessment of the qualifying patient's medical history, or for otherwise stating that, in the physician's professional opinion, a patient is likely to receive therapeutic or palliative benefit from the medical use of marihuana to treat or alleviate the patient's serious or debilitating medical condition or symptoms associated with the serious or debilitating medical condition, provided that nothing shall prevent a professional licensing board from sanctioning a physician for failing to properly evaluate a patient's medical condition or otherwise violating the standard of care for evaluating medical conditions.

(g) A person shall not be subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including but not limited to civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, for providing a registered qualifying patient or a registered primary caregiver with marihuana paraphernalia for purposes of a qualifying patient's medical use of marihuana.

(h) Any marihuana, marihuana paraphernalia, or licit property that is possessed, owned, or used in connection with the medical use of marihuana, as allowed under this act, or acts incidental to such use, shall not be seized or forfeited.

(i) A person shall not be subject to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including but not limited to civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, solely for being in the presence or vicinity of the medical use of marihuana in accordance with this act, or for assisting a registered qualifying patient with using or administering marihuana.

(j) A registry identification card, or its equivalent, that is issued under the laws of another state, district, territory, commonwealth, or insular possession of the United States that allows the medical use of marihuana by a visiting qualifying patient, or to allow a person to assist with a visiting qualifying patient's medical use of marihuana, shall have the same force and effect as a registry identification card issued by the department.

(k) Any registered qualifying patient or registered primary caregiver who sells marihuana to someone who is not allowed to use marihuana for medical purposes under this act shall have his or her registry identification card revoked and is guilty of a felony punishable by imprisonment for not more than 2 years or a fine of not more than \$2,000.00, or both, in addition to any other penalties for the distribution of marihuana.

Even if a defendant does not meet the requirements of Section 4, they may be entitled to assert an affirmative defense to criminal charges related to the possession or use of medical marijuana if they meet all the requirements under Section 8:

(a) Except as provided in section 7(b), a patient and a patient's primary caregiver, if any, may assert the medical purpose for using marihuana as a defense to any prosecution involving marihuana, and this defense shall be presumed valid where the evidence shows that:

(1) A physician has stated that, in the physician's professional opinion, after having completed a full assessment of the patient's medical history and current medical condition made in the course of a bona fide physician-patient relationship, the patient is likely to receive therapeutic or palliative benefit from the medical use of marihuana to treat or alleviate the patient's serious or debilitating medical condition or symptoms of the patient's serious or debilitating medical condition;

(2) The patient and the patient's primary caregiver, if any, were collectively in possession of a quantity of marihuana that was not more than was reasonably necessary to ensure the uninterrupted availability of marihuana for the purpose of treating or alleviating the patient's serious or debilitating medical condition or symptoms of the patient's serious or debilitating medical condition; and

(3) The patient and the patient's primary caregiver, if any, were engaged in the acquisition, possession, cultivation, manufacture, use, delivery, transfer, or transportation of marihuana or paraphernalia relating to the use of marihuana to treat or alleviate the patient's serious or debilitating medical condition or symptoms of the patient's serious or debilitating medical condition.

(b) A person may assert the medical purpose for using marihuana in a motion to dismiss, and the charges shall be dismissed following an evidentiary hearing where the person shows the elements listed in subsection (a).

(c) If a patient or a patient's primary caregiver demonstrates the patient's medical purpose for using marihuana pursuant to this section, the patient and the patient's primary caregiver shall not be subject to the following for the patient's medical use of marihuana:

(1) disciplinary action by a business or occupational or professional licensing board or bureau; or

(2) forfeiture of any interest in or right to property.

State v. McQueen, 493 Mich. 135, 828 N.W.2d 644 (2013)

The defendants in *McQueen* operated a business, Compassionate Apothecary, LLC ("CA") in which individuals with medical marijuana cards (or their caregivers) were able to transfer marijuana to other authorized medical marijuana patients. Patients and their caregivers would rent small lockers located on CA's premises where they stored the marijuana for transfer. According to the Court of Appeals, the patients and caregivers renting lockers had grown more marijuana than they reasonably needed to treat whatever their qualifying medical conditions were at the time of the intended transfers. When a caregiver (as opposed to a patient) rented a

locker, the caregiver's patient had to sign an attestation allowing the marijuana to be stored in the caregiver's locker and allowing CA to distribute it to among its members. In keeping with the mandates of the MMMA, each patient locker could store no more than 2.5 ounces at a time while each caregiver's locker could store 2.5 ounces times the number of patients the caregiver legally had.

There were a total of 27 lockers rented on CA's premises. CA had 345 members, all of whom possessed medical marijuana cards as patients, caregivers or both. The patients and caregivers that participated would each pay a monthly membership fee of \$5.00 and each of the 27 lockers was rented for \$55.00 per month. CA was not paid directly for marijuana that patients transferred to acquiring users, but CA kept a 20% handling fee. CA passed back the remaining 80% to the offering patient/caregivers. The parties all maintained in the lower court and on appeal that the transfer of funds that took place was not meant as a "sale" of marijuana, but was rather "reasonable compensation" for the costs and time expended bringing the medical marijuana to market. CA steadfastly maintained that it did not purchase marijuana from its members or third parties and, in any event, did not sell it under any circumstance. In other words, it merely acted as a broker.

When patients/caregivers came to CA, a CA employee would verify the validity of the patient's/caregiver's medical marijuana card and membership at CA. Once the individual was demonstrated to meet these conditions, they were led into a display room where they could see, touch and smell the products available. Depending on what sample the person wanted, they were then taken to the locker containing the like product and allowed to buy up to 2.5 ounces every 14 days. Prices were set by the person making it available for transfer.

On these facts, the Isabella County Prosecutor brought a complaint in that county's circuit court seeking to enjoin CA's operation as a public nuisance under the Public Health Code, MCL 333.1101 *et. seq.* This was a civil action designed to stop CA from operation (it does not appear that the owners/operators/members of CA were ever criminally charged). The prosecutor advanced the theory that the Michigan Medical Marijuana Act (MMMA) did not allow patient-to-patient transfers or transfers from a caregiver to a patient not registered to that particular caregiver.

The trial court denied the prosecutor's motion for injunctive relief because it found that patient-to-patient transfers were explicitly legal transfers under the MMMA. CA's apparent victory would, however, be short lived. Predictably, the prosecutor appealed and the court of appeals reversed the lower court ruling. The court of appeals held that the trial court had made two crucial mistakes when it found that: (1) the CA did not possess the marijuana because it was stored in a locker "rented" to third parties, and (2) that the CA's mere collection of funds did not constitute "owning, possessing or selling" marijuana, but rather facilitated transfers from patients to patients.

The court of appeals concluded that the MMMA does not allow patient-to-patient transfers and that plaintiff was entitled to a preliminary injunction. The court of appeals explained that, "the definition of 'medical use' does not encompass the sale of marijuana, because it only allows the 'delivery' and 'transfer' of marijuana not its sale which 'consists of

the delivery or transfer plus the receipt of compensation.” It further explained that Section 4(e) (which allows caregivers to receive compensation), specifically mandates that “any such compensation shall not constitute the sale of controlled substances,” and that this would not be necessary if the definition of “medical use” included sales.

On appeal to the Michigan Supreme Court the court of appeals decision was affirmed prohibiting patient-to-patient transfers under the MMMA, although it was for a different reason then was determined by the Court of Appeals. First, the Supreme Court determined that the court of appeals erred when it determined that the definition of “medical use” in Section 3(f) of the MMMA does not include the sale of marijuana. It explained that because “transfer” (as used in the definition of medical use) is not defined in the MMMA it must be given its common and approved usage of the language². Given the generally known definitions of “transfer” and “sale” the Supreme Court held that the definition of “medical use” in Section 3(f) of the MMMA includes the sale of marijuana.

Despite the Supreme Court’s decision to include the “sale” of marijuana in the definition of “medical use,” it determined that the Section 4 immunity does not apply to the “medical use” of marijuana if it is used to alleviate the medical condition or symptoms of someone other than the patient’s own condition. Section 4(d) states that the MMMA allows a “qualifying patient or primary caregiver” to be immune from arrest, prosecution or penalty only if conduct related to marijuana is “for the purpose of alleviating the patient’s debilitating medical condition” or its symptoms. Section 4 creates a personal right and protection for the patient’s own debilitating medical condition or symptoms not someone else’s.

Therefore, since CA (and dispensaries in general) facilitate patient-to-patient sales, presumably to benefit the transferee patient’s debilitating medical condition or symptom they do not qualify for the Section 4 immunity because the “medical use” is not for the patient’s own medical condition or symptom as required by the MMMA. Although Section 8 of the MMMA provides an affirmative defense to patients and caregivers even if the Section 4 immunity does not apply³, by its own terms Section 8 only applies to *criminal* matters. *See*, Section 8(a). Here, Defendants were sued civilly to enjoin the operation of the dispensary.

Accordingly, the Supreme Court held that “because the business model of defendants’ dispensary relies entirely on transactions that do not comply with the MMMA, defendants are operating their business in ‘[a] building...used for the unlawful...keeping for sale...or furnishing of any controlled substance,’ and plaintiff is entitled to an injunction enjoining the continuing operation of the business because it is a public nuisance.” It further held that although the sale of marijuana constitutes “medical use” under Section 3 of the MMMA, Section 4 of the MMMA does not permit a registered qualifying patient to transfer marijuana for another registered and qualified patient’s medical use. The court of appeals decision was affirmed and plaintiff was entitled to injunctive relief to abate a violation of the Public Health Code.

² Transfer is defined as “any mode of disposing of or parting with an asset or an interest in an asset, including a gift, **the payment of money**, release, lease, or creation of a lien or other encumbrance.” Sale is defined as “the **transfer** of property or title for a price.”

³ *People v. Kolanek*, 491 Mich. 382; 817 N.W.2d 528 (2012).

House Bill 4271

HB 4271, known as “Medical Marihuana Provisioning Center Regulation Act,” would make it legal for dispensaries/businesses (i.e. provisioning centers) to sell medical marijuana directly to patients and allow registered caregivers to sell medical marijuana to the dispensary for distribution to patients. Section 3 of HB 4271 specifically states,

(1) Except as otherwise provided in this act, if a provisioning center has been granted any applicable required municipal registration or license and is operating in compliance with this act and any applicable municipal ordinance, the provisioning center and the provisioning center agents acting on its behalf are not subject to any of the following for engaging in activities described in subsection (2):

- (a) Criminal penalties under state law or local ordinances.
- (b) State or local civil prosecution.
- (c) Search or inspection, except for an inspection authorized by the municipality.
- (d) Seizure.
- (e) Any sanction, including disciplinary action or denial of a right or privilege, by a business or occupational or professional licensing board or bureau.

(2) Activities that are exempt from regulation and sanctions under subsection (1) include all of the following:

- (a) Purchasing, receiving, selling, or transferring marihuana from or to visiting qualifying patients, registered qualifying patients, registered primary caregivers, or provisioning centers.
- (b) Purchasing or receiving medical marihuana from 1 or more other provisioning centers if purchasing or receiving medical marihuana from the provisioning center is not prohibited by the municipality where the provisioning center is located.
- (c) Purchasing or receiving medical marihuana from a registered qualifying patient or a registered primary caregiver if purchasing or receiving medical marihuana from a registered qualifying patient or registered primary caregiver is not prohibited by the municipality where the provisioning center is located and if the amount purchased does not exceed the registered qualifying patient's or registered primary caregiver's medical marihuana possession limits under the Michigan medical marihuana act.
- (d) Processing medical marihuana.
- (e) Possessing or manufacturing paraphernalia.
- (f) Possessing medical marihuana processed by the provisioning center or obtained pursuant to subdivision (a) or (b) on the provisioning center premises or while the medical marihuana is being transported pursuant to this section.
- (g) Processing or manufacturing nonsmokable forms of medical marihuana.
- (h) If not prohibited by municipal law, transporting medical marihuana between the provisioning center and another provisioning center or a safety compliance facility.
- (i) Transporting or delivering medical marihuana or paraphernalia to the residence of a registered qualifying patient or a registered primary caregiver if transportation and delivery are not prohibited by the municipality in which the transportation and delivery occur.
- (j) Supplying, selling, providing, transferring, or delivering medical marihuana, paraphernalia, or related supplies and educational materials in compliance with

the procedures and limitations detailed in section 7(11) to (13) and the testing and labeling requirements in section 7(4).

HB 4271 will protect dispensaries from criminal penalties, state or local civil prosecution, sanctions, search and seizure IF the dispensaries are in compliance with the MMMA (patients and caregivers are registered, etc.) and IF the actions permitted by HB 4271 “are not prohibited by the municipality where the provision center is located.” HB 4271 Sec. 3(1) & (2). As it stands right now, Section 5 specifically states that,

(2) a municipality may enact an ordinance to impose and enforce additional local requirements on provisioning centers or safety compliance facilities. A municipality may require and issue a registration or license to a provisioning center or safety compliance facility and may regulate operations and impose civil or criminal penalties for the violations of the local ordinance. A municipality may charge a registration or licensing fee for a provisioning center or safety compliance facility that does not exceed the costs to the municipality of regulation, licensing, testing, and inspection...

(4) A municipality shall require, as a condition of registration or licensure, that a provisioning center or a safety compliance facility provide results of testing of its medical marijuana and medical marijuana products for quality control, purity, contaminants, or any other analysis to protect the health and safety of registered qualifying patients and to assure compliance with this act and an ordinance adopted by the municipality as described in this section...

See, Exhibit A for full draft of HB 4271.

Not only would HB 4271 make dispensaries legal, it would provide municipalities with the ability to determine whether or not the dispensaries should be permitted in their jurisdiction.

The Senate has not voted on HB 4271, as of June 10, 2015.

CONCLUSION

The decision in *McQueen* does not make the existence of “dispensaries” per se illegal; however, it does prohibit the transfer of medical marijuana between a caregiver and someone other than his/her patient, between patients, or with third parties. Facilities that permit only the transfer of medical marijuana from caregiver to their own registered patient(s) are perfectly legal. The focus is not on the name of the facility, but on what is occurring inside the facility.

Despite the current status of the law based on the decision in *McQueen*, currently many dispensaries are open for business. These facilities may be acting within the confines of the law if they are only permitting the transfer of medical marijuana between the caregiver and their own registered patients. In other words, a facility is acting illegally and is considered a nuisance if it: (1) allows a caregiver to transfer medical marijuana to someone other than their registered patient(s), (2) allows transfer between patients, (3) sells to patients or third parties directly. The enforcement of the current status of the law seems to largely depend on the jurisdiction and the choices made by local law enforcement and prosecutors.

If/when HB 4271 becomes a law, each municipality will have discretion as to whether or not to permit the medical marijuana facilities to operate in their community and dictate what additional restrictions (if any) it wants to impose of the facilities.

CITY OF INKSTER
PLANNING COMMISSION

MINUTES

A regular meeting of the Inkster Planning Commission was held on **Tuesday, May 26, 2015**, in the Inkster Council Chambers located at 26215 Trowbridge, Inkster, Michigan, 48141.

A quorum was reached. Chairman Brown called the meeting to order at 6:04 p.m.

I. ROLL CALL

Present: Chairman Brown, Vice Chairman Wooten, Secretary Walton, and Commissioners Davis, Garrett, Hampton, Hendricks, Thomas and Wells

Absent: None

Others in attendance: Councilman Timothy Williams
Mark Stuhldreher, Treasurer
M. Jeannie Fields, Community Development Manager
Paul Lippens, McKenna Associates
Abe Hachem, Applicant
Michael Mooney, Applicant's Attorney
Ali Hammoud, Midwest Recycling
John Bingham, Applicant's Engineer
Patric Wimberly, Applicant
Byron Nolen, Applicant's Agent

Public in attendance: Gloria Brown, John Clark, Robert Craig, Ruth E. Williams, Cephus Thomas, William Miller, Jewell Jones, Javion Johnson and Akindele Refhionomake

II. ADOPTION OF AGENDA

MOVED by Hendricks, Seconded by Wells to adopt the agenda with the change in the date from Monday to Tuesday **MOTION CARRIED unanimously.**

III. ADOPTION OF MINUTES OF APRIL 13, 2015

MOVED by Hendricks, Seconded by Wells to adopt the Minutes of April 13, 2015, with any necessary corrections. **MOTION CARRIED unanimously.**

IV. PUBLIC HEARING

A. Case # 15-04 (TA) – 26051 Michigan Ave

Public hearing to receive input and review proposing Zoning Ordinance Amendment for Commercial Warehouse and Wholesale in B-3 General Business District. Abe Hachem is the applicant.

MOVED by Wells, Seconded by Hampton to open the public hearing on Case # 15-04 (TA) 26051 Michigan Ave. **MOTION CARRIED unanimously.**

Paul presented overview of his planning letter dated 5.4.15.

Public comment:

- A question was asked of what streets will be affected. The B-3 and TCD Districts would be affected. It does not generally affect residential streets.

- Would the weight of trucks affect the streets? Michigan Ave and Trowbridge currently carry truck traffic. There is no weight limit of trucks being considered.
- What type of revenue would the business bring to the city? Does the applicant have another business in the city? Revenue – A building would no longer be empty. The city would get tax revenue. There is no tax abatement. There is not a 2nd business in the city. The benefits to the city are economic and possible jobs. The applicant's attorney explained the type of business and the amount of trucking planned to come in and out of the business.

Commissioner questions:

- Is there an existing business that occupies this area? No, 1st business.
- Where did we get 2 acre parcel size? Looked at similar type uses and made a professional opinion (parking requirements and size of building).
- Did we look at other sites so we don't have to revisit this matter? The ordinance would not permit this use on sites under 2 acres. There was opposition to less than 2 acre sites being considered. A suggestion was made to reduce the amount of acreage, but do state a size.
- Speak to why we have not allowed truck traffic on Michigan Avenue in the past. Another commissioner stated that we don't "not allow" truck traffic on Michigan Avenue, but we do not allow trucks to enter a site from Michigan Ave. Concern – blocking traffic and impacting neighborhoods. Per Paul, to mitigate the impact, see Section 155.147 (C).

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

MOVED by Hampton, Seconded by Garrett to decrease the minimum lot size from 2 acres to 1 acre. **MOTION CARRIED unanimously.**

MOVED by Wooten, Seconded by Thomas to accept the recommend text amendment with the noted change. **MOTION CARRIED unanimously.**

B. Case #15-03 (SCU); 14-09 (SP) – 26051 Michigan

Public hearing to receive input and review special conditions use (SCU) requirements and associated review of site plan (SP) requirements to allow warehousing in the B-3 General Business District. Abe Hachem is the applicant.

MOVED by Hendricks, Seconded by Wells to open the public hearing on Case #15-03 (SCU); 14-09 (SP) – 26051 Michigan. **MOTION CARRIED unanimously.**

Paul Lippens presented an overview of the SCU letter dated 5.7.15.

Public comments:

- A request was made for clarity on a "text amendment".
- Additional information was requested on the recycling business and their interaction with the Red Cross and if they get a % of poundage collected.
- A question was asked of their current location – 22400 Park St, Dearborn.
- Is this a "for profit" or non-profit business – "for profit" business. They are not actually pursuing a non-profit due to their relationship with the Red Cross.

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

Commissioner Hampton asked about conflicts of interest. Paul stated that there would be a conflict if a planning commissioner or family member has a financial benefit in the case. There may also be a perceived conflict on interest. Commissioner Hampton has no financial interest.

Paul gave an overview of the site plan letter dated 5.7.15

Commissioner Garrett asked about a "knox box" requirement. Commissioner Wells responded "yes" and asked about bathrooms for public use. There are 2 bathrooms available.

MOVED by Wooten, Seconded by Garrett to approve the special conditions use and site plan per the planner recommendation with the conditions noted and the addition of a "knox box" requirement. **MOTION CARRIED** (One abstention – Commissioner Hampton)

Commissioner Hendricks did not feel that he needed to abstain.

Commissioner Hampton asked about the length of the process. Paul explained the reasons for the delay to include changing the process from a rezoning request to a text amendment (per the recommendation of the planning commission) and the applicant changing architects. Better forecasting of public hearings (due to the 15 day notice requirement) could help expedite cases in the future.

V. OLD BUSINESS

None.

VI. NEW BUSINESS

A. Case # 15-12(TA) – Medical Marijuana Facility

Proposed Zoning Ordinance Amendment for Medical Marijuana Facilities. Patric Wimberly is the applicant.

Paul Lippens provided history on the medical marijuana process in the city to date and went over the information provided by the applicant. A preliminary discussion memo dated 5.22.15 was reviewed. Paul recommended that the application should be applied to the B-3 District and TCD because the applicant owns property in the TCD and some B-3 activities are allowed in the TCD. It is recommended that the applicant has a stake in the area for the recommended changes to the zoning ordinance verses individuals outside of the district recommending changes.

The process for a text amendment is as follows

1. Public Hearing @ Planning Commission
2. Public Hearing @ City Council Meeting
3. 1st and 2nd reading @ City Council

When asked about clarity on the subject matter, Paul stated that the commission was looking at where a business should be allowed and how the city should regulate them.

Commission questions

- Is our ordinance consistent with state law? Attorney may have conflict which was mentioned previously. The planner will write a text amendment and it will be reviewed by the attorney. Paul stated that he would get feedback from the PC and draft text and then get feedback from the attorney.
- Are we going to ensure the business is theft proof? Security requirements will be in place.
- Why recommend B-3 and TCD and not B-1 and B-2? Procedure perspective – people who apply for a text amendment should have standing in the community and be affected by any changes. B-1 and B-2 are more neighborhood districts and service neighborhoods. B-3 is more regional and services regional uses.
- Buffer requirements? Buffer requirements will be a part of the special conditions use requirements.

- Dispersers are the same as a provisional center.

Byron Nolen spoke regarding the request (buffering, areas affected, etc). Other communities have successful businesses. Feels the request is in compliance with the master plan. Applicant's business was open 14 months. A Commissioner stated they were open illegally. Nolen felt the language was ambiguous.

Patric Wimberly gave a history of his business and how it started. 500+ Inkster people were registered. He is now going before the 22nd District Court. He knew he was doing wrong and apologized for it. He did it so people can know how the business works.

Commissioner comments:

- Wells: Agree with request, but there are concerns.
- Thomas: Agree with addressing areas but need buffer.
- Hendricks: Looking at what is in the best interest of the city.
- Hampton: When going to the state, he spoke to Edward Koryzno, former Ypsilanti City Manager who said it was great business. Hampton feels it is a good thing.
- Wooten: Would like the body to hear comments from people in attendance

Public comments:

- Question of good models for medicinal marijuana: Ypsilanti
- Helps people with pain and it is regulated; better than medicine with side effects.
- Nothing against it, but it invites other undesirable activity.
- If approved, there is revenue (business license, property taxes).
- Support – it is going to happen so embrace it.

VII. MISCELLANEOUS

A. 2014 Annual Report to City Council

MOVED by Wooten, Seconded by Garrett to submit the report as written. **MOTION CARRIED unanimously**

VII. ADJOURNMENT – 8 32 p.m.

MOVED by Garrett, Seconded by Hendricks to adjourn the Inkster Planning Commission meeting held May 26, 2015. **MOTION CARRIED unanimously.**

Respectfully submitted,

Sam Brown, Chairman

April Walton, Secretary

M. Jeannie Fields
Community Development Manager

MEMORANDUM

TO: Inkster Planning Commission

ATTN: Richard Marsh, City Manager

FROM: Paul Lippens AICP, Principal Planner
Phil McKenna, AICP, PCP, President

SUBJECT: Proposed Medical Marijuana Zoning Ordinance Amendment to add "Provisioning Centers" to Commercial Districts

APPLICANT: Patrick Wimberly, 27332 Michigan Avenue, dated 5/13/15, Case # 15-12 (TA).

DATE: June 16, 2015

APPLICATION REVIEW CONSIDERATIONS

Following discussion with Planning Commission on May 26, 2015, a notice was posted to schedule a public hearing to amend the City's Zoning Ordinance to permit medical marijuana uses in addition to M-1 as a special conditions use in B-1, B-2, and B-3, as follows:

- Modifications to the definition of "medical marijuana facilities" to create a definition for "medical marijuana cultivation facilities"
- Establish a definition for "medical marijuana provisioning centers" that permits transfer of medicine as permitted by State of Michigan regulations and excludes cultivation, growing, or processing of marijuana
- Change the uses permitted subject to special conditions in the M-1 District from "medical marijuana facilities" to "medical marijuana cultivation facilities"
- Change and modify the existing special review standards for "medical marijuana facilities" to special review standards for "medical marijuana cultivation facilities"
- Establish medical marijuana provisioning centers as a use subject to special conditions in the B-1, B-2 and B-3 District
- Establish special conditions review standards for medical marijuana provisioning centers

In response to the application, as discussed by Planning Commission on May 26, 2015, we prepared text (Attachment A) for adding "provisioning centers" as a special conditions use to only the B-3 district, which would also permit marijuana sales by special conditions approval in the TCD district. However, by holding a public hearing for all the districts, the City will have flexibility to consider the B-1 and B-2 district during the approval process.

The following items are pertinent to the consideration of the proposed text amendment (Case # 15-12 (TA)) to permit medical marijuana subject to special conditions in the B-3 District.

1. State Regulations.

The only legal sale of marijuana is to 6 licensed sick people. State law is designed to limit the sale of marijuana to a very limited market. The sale of marijuana for widespread recreational use is not legal.

2. Current Permitted Uses in B-3.

The intent of the B-3 General Business District is to provide locations for development of businesses which cater primarily to the comparison retail needs of the City's and surrounding communities' residents on an intermittent or semi-monthly or greater basis.

Representative principal uses permitted in B-3 include: retail establishments, mortuaries, bus stations, indoor vehicle sales, standard restaurants, bowling alleys, reproduction centers, veterinary services, and utilities.

Representative uses permitted subject to special conditions in B-3 include: adult oriented businesses; bar or establishments for the sale of beer or intoxicating liquor for consumption on the premises; motels, inns and travel lodges; secondhand stores; vehicle wash establishments; auto service stations.

3. Requested Permitted Uses in B-3.

The applicant requests that medical marijuana provisioning center uses be added to the uses permitted within the B-3 General Business District. Planning Commission expressed concerns about security and proximity to schools at a discussion session on May 26, 2015. It was determined at that time that the best way for the City to address these concerns was by considering only a special conditions use approval and establishing special conditions use standards for medical marijuana provisioning centers.

4. Consistency with the Master Plan

The area of the City zoned B-3 generally corresponds to the area that is designated Mixed Use Commercial in the Master Plan. The Michigan Avenue Mixed Use Commercial area is the City's primary image corridor and is envisioned to be a regional retail corridor that caters to the retail goods and services that are needed less frequently than convenience needs. Medical marijuana provisioning centers would likely have a regional draw. Additionally, the Master Plan, in several places, asserts the importance of supporting local business, economic development, and job creation in the City. With separation distances of 1,000 feet, (for example) 10-15 marijuana retail stores mathematically could be located along Michigan Avenue, the City's primary character corridor.

Additionally, the City's Master Plan, last updated in 2009, does not make any references to medical marijuana.

We do not find the addition of medical marijuana uses to the commercial district to be consistent with the Master Plan.

5. Market Trends and Demand.

The applicant's proposal suggests there is a demand for the expanded use in the district. No evidence has been presented that additional zoning is needed for medical marijuana sales.

6. Traffic Impact.

The B-3 District follows the Michigan Avenue corridor. Michigan Avenue is a US highway and State trunkline, with capacity to handle traffic generated by the use.

RECOMMENDATION

The three business districts and the TCD are designed for retail uses because of the State law, the sale of medical marijuana is not a retail use, in a manner or scale which meets the intent of Zoning Ordinance. State law limits the transfer of marijuana from one registered caregiver to only their qualifying registered patients, who are certified as sick – eligible to receive marijuana for a medical condition. The cost of the district requirements for parking, landscaping, and drainage make medical marijuana sales operating in a legal manner in the commercial district unfeasible or impractical.

We cannot at this time recommend that the City of Inkster make further modifications to the Zoning Ordinance to permit marijuana sales and cultivation facilities. After careful consideration of the applicant's request and consideration of the discussion of Planning Commission on May 26, 2015, we offer the following four justifications for this recommendation:

1. Currently, retail sales of medical marijuana is not authorized by the Medical Marijuana Act (Michigan v. Brandon McQueen, 193 Mich 135 (2013)). A House bill (4209) that proposes language to permit "provisioning centers (dispensaries)" and authorizes local governments to regulate them has not been passed or signed by the governor. Amending the ordinance at this time is premature at a minimum. We do not recommend that Inkster base its decisions on draft legislation.
2. There is pressure to promote large scale marijuana sales under the guise of limited scale sales of medical marijuana, which is limited to the registered qualifying patients – sick people. Each caregiver can assist no more than five patients. While it is technically possible for a provisioning center to operate under the current State laws, transfers are strictly limited to only those between a caregiver and a specific patient. Permitting this use in the commercial district could encourage medical marijuana businesses to operate illegally in the City of Inkster. We do not recommend that the City facilitate enterprises that operate in violation of the law.
3. The economic effects of permitting medical marijuana facilities in the commercial districts is speculative, and the potential for public revenues is limited.
 - a. Sales Tax - There is no sales tax or other taxes associated with medical marijuana in Michigan. Colorado, which permits recreational use, has sales taxes attached to marijuana. Colorado taxes recreational use at 28% and medical use at 2.9%.
 - b. Licenses - While business licensing fees can have a positive fiscal impact, marijuana also has some perceived negative effects, which could also deter business. Further, licenses could be capped, limiting the potential of this revenue source. If "retail marijuana sale" was permitted on Michigan Avenue with a 1000 foot buffer between similar uses, as noted before approximately 10-15 facilities could be permitted in Inkster, depending on details of frontages, lot lines, siting, etc.
4. The ordinance passed by City Council to permit medical marijuana facilities in the M-1 district is consistent with current medical marijuana regulations and provides a pathway for legal businesses to operate within the City.

For the reasons cited above we recommend that Planning Commission recommend that City Council deny the applicant's request to consider adding medical marijuana facilities to the City's commercial districts. The amendments would facilitate the potentially widespread operation of "retail marijuana" sales under the pretense of "medical marijuana" operations in the City's primary image corridor.

cc: David Jones, City Attorney
Jeannie Fields, Community Development Manager

ATTACHMENT A: Medical Marijuana Draft Zoning Provisions – June 10, 2015

ATTACHMENT A
MEDICAL MARIJUANA DRAFT ZONING PROVISIONS

The following draft text amendments are prepared in response to Case # 15-12 (TA).

DRAFT - Zoning Ordinance Provisions

(Text proposed to be removed: strikethrough; New text: underlined)

§ 155.048 B-3, GENERAL BUSINESS DISTRICT.

- (D) **Uses Permitted Subject to Special Conditions**
- (37) Medical marijuana provisioning centers subject to the regulations of § 155.148.

§ 155.048 M-1, LIGHT INDUSTRIAL DISTRICT.

- (C) **Uses Permitted Subject to Special Conditions**
- (16) Medical marijuana cultivation facilities subject to the regulations of § 155.146.

§ 155.146 MEDICAL MARIJUANA CULTIVATION FACILITIES.

§ 155.148 MEDICAL MARIJUANA PROVISIONING CENTERS

- (A) The medical use of marijuana shall comply at all times and in all circumstances with the Michigan Medical Marijuana Act, State of Michigan regulations for the transfer of medical marijuana, and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.
- (B) A provisioning center shall not be located within a one thousand (1,000) foot radius of a school.
- (C) A provisioning center shall not be located within a one thousand (1000) foot radius of a lawfully existing medical marijuana provisioning center.
- (D) A provisioning center shall not share office space with a physician.
- (E) Smoking and/or use of medical marijuana shall be prohibited at the provisioning center.
- (F) Growing, cultivating, manufacturing, or processing of medical marijuana is prohibited.
- (G) All activity related to the provisioning center shall be done indoors.
- (H) Security cameras shall be installed, maintained and approved by the City Police Chief. All security cameras shall have at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company.
- (I) Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.
- (J) The premises shall be open for inspection upon request by the Building Official the Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.
- (K) Quarterly inspections may be made by the City Official's designee to confirm the provisioning center is operating in accordance with applicable laws including, but not limited to, State Law and City Ordinances.
- (L) Any medical marijuana provisioning center shall not have exterior signage using the word "marihuana" and/or "marijuana" or any other word, phrase or picture commonly understood

- to refer to marijuana. Neon signs and non-functional decorative lighting shall be prohibited. Sign(s) shall be posted stating that "No loitering is permitted" on such property.
- (M) Any medical marijuana provisioning center shall maintain a log book and/or database identifying by date the amount of medical marijuana on the premises for each qualifying patient/caregiver, keeping the qualifying patient and caregiver information confidential. This log shall be available to law enforcement personnel to confirm that the medical marijuana provisioning center does not have more medical marijuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of medical marijuana at the facility. The facility shall maintain the confidentiality of qualifying patients in compliance with the Michigan Medical Marihuana Act, as amended, and applicable State of Michigan rules and regulations.
- (N) If the provisioning center ceases operation for a length of time of six months or greater, the special conditions use shall expire.
- (O) Provisioning center drive-through facilities shall be prohibited.
- (P) All medical marijuana shall be contained within the main building in an enclosed, locked facility.
- (Q) Application for a Medical Marijuana Provisioning Center License shall be made to the City Clerk upon application forms provided by the Clerk for Medical Marijuana Provisioning Center License and signed by the applicant verifying the truth and accuracy of all information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the City Council.

§ 155.260 DEFINITIONS.

~~**MEDICAL MARIJUANA FACILITY.** A facility where primary caregivers who are legally registered by the Michigan Department of Community Health (MDCH) may lawfully assist qualifying patients who are also legally registered by the MDCH with the medical use of marihuana in accordance with the Michigan Medical Marihuana Act, as amended.~~

MEDICAL MARIJUANA CULTIVATION FACILITY. A facility for the cultivation, manufacturing, and processing of medical marijuana into a usable form by primary caregivers who are legally registered by the Michigan Department of Community Health (MDCH) in accordance with the Michigan Medical Marihuana Act, as amended. Consistent with a manufacturing and wholesaling facility, primary caregivers who are legally registered by the Michigan Department of Community Health (MDCH) may lawfully assist qualifying patients who are also legally registered by the MDCH with the medical use of marijuana in accordance with the Michigan Medical Marihuana Act, as amended.

MEDICAL MARIJUANA PROVISIONING CENTERS. Medical Marijuana Provisioning Center means a commercial entity that acquires, possesses, delivers, transfers, or transports medical marijuana and sells, supplies, or provides to registered qualifying patients, directly or through the patients' registered primary caregiver, to the extent that is authorized by State of Michigan regulations. Provisioning center includes any commercial property where medical marijuana is sold to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver in accordance with State of Michigan regulations is excluded from this definition.

CITY OF INKSTER
PLANNING COMMISSION

MINUTES

A regular meeting of the Inkster Planning Commission was held on **Monday, June 22, 2015**, in the Inkster Council Chambers located at 26215 Trowbridge, Inkster, Michigan, 48141.

A quorum was reached. Chairman Brown called the meeting to order at 6:08 p.m.

I. ROLL CALL

Present: Chairman Brown and Commissioners Davis (Depart 6:18 pm; Return 7:12 pm; Depart 7:18 pm), Garrett, Hampton, Hendricks and Thomas

Absent: Vice Chairman Wooten, Secretary Walton and Commissioner Wells

Others in attendance: Councilman Timothy Williams
Mark Stuhldreher, Treasurer
M. Jeannie Fields, Community Development Manager
Paul Lippens, McKenna Associates

Public in attendance: Pastor R. Belton, Middlebelt Baptist Church (MBC)
Thirkield Marbury Jr., Michael Green, Dennis Hitchins (MBC)
Patrick Wimberly, Applicant
Byron Nolen, Applicant Attorney
John Clark, Business Owner
Peter Cimoet, Business Owner
Akindele Akinyemi, Nat'l African Business Assoc.
Ashlee Ridnick, Cannabis Attorneys of Michigan
Deborah Owens, Will Miller, Hilton Evans (Citizens)
Joy Nicholl, Regina Lewis

II. ADOPTION OF AGENDA

MOVED by Hendricks, Seconded by Garrett to adopt the agenda and to table the meeting minutes of May 26, 2015. **MOTION CARRIED unanimously.**

III. ADOPTION OF MINUTES OF May 26, 2015 (Tabled)

IV. PUBLIC HEARINGS

A. Case # 14-05 (SCU) /14-10 (SP) – 943 Middlebelt

Public hearing to receive input and review special conditions use (SCU) requirements and associated review of site plan (SP), to include the addition of an accessory building, requirements to operate a church in a R-1B One Family Residential District. Thirkield Marbury, Jr., on behalf of Middlebelt Baptist Church, is the applicant.

MOVED by Hendricks, Seconded by Thomas to open the public hearing on Case # 14-05 (SCU) /14-10 (SP) – 943 Middlebelt. **MOTION CARRIED unanimously.**

Paul Lippens opened with comments and recommended approval with conditions noted in his review letters.

Dennis Hitchins spoke on behalf of MBC. They are happy to move forward.

A resident questioned access to the church from Middlebelt Road. There will be no access.

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

MOVED by Hendricks, Seconded by Hampton to approve special conditions use and site plan for Case #14-05 (SCU)/14-10 (SP) – 943 Middlebelt with the conditions noted. **MOTION CARRIED unanimously.**

B. Case #15-12(TA) – Medical Marijuana Facilities

Public hearing to receive input and review proposal Zoning Ordinance Amendment for Medical Marijuana Facilities. Patric Wimberly is the applicant.

MOVED by Hendricks, Seconded by Garrett to open the public hearings on Case #15-12 (TA) Medical Marijuana Facilities. **MOTION CARRIED unanimously.**

Overview by Paul Lippens included recommendation (pg.3/4) of the McKenna letter. Notice posted for public hearing included B-1 and B-2 though McKenna referred to B-3 only. This was done so that another public hearing would not be required if the PC or Council was interested in the additional districts.

Commission questions:

- Hampton: Asked if the Administration looked at any other communities besides Colorado for economic impact? Paul: Stated that license fees would be collected, but no taxes like Colorado. Comments: Speculative on economic impact because we don't know the outcome. It could have positive or negative impacts.
- Hampton: Asked if Administration had checked with the City of Ypsilanti to determine their economic impact? Paul: Stated that McKenna did not check with the City of Ypsilanti. Based on the info he has, he could not recommend approval. Hampton also noted that other cities operate dispensaries besides Ypsilanti. Paul noted that this use, if authorized, is more consistent with uses in the B-3.
- Garrett: Why is PC considering this at this time? Paul: Responding to applicant's application.
- Garrett: Can we or not? Paul: Placing use in commercial district means you are encouraging uses not consistent with the medical marijuana act.

Byron Nolen: At the last meeting, people supported the request. He made the following comments regarding why medical marijuana dispensaries are needed:

- People are qualified for use, they are not asking for recreational use.
- B-1 and B-2 are major commercial areas. Michigan Avenue should not be the only street. B-1 and B-2 has mortuary, bus station, etc.
- Feels that the B-3 recommendation for this is not part of feedback from last meeting.
- Consistent with master plan. He read excerpts from application questions he provided.
- He was surprised the consultant did not check with other communities such as Ypsilanti, Ferndale, Royal Oak and Ann Arbor.
- No killings or problems with medical marijuana facilities in other cities.
- Building fees and inspection fees are revenue.

- These facilities bring foot traffic to area which is consistent with the master plan.
- Previous M-1 approval has resulted in no applications. Stated we passed an ordinance for growth facilities and this had not passed by state.
- Feels Inkster Road and Middlebelt Road can handle the additional traffic.
- Feels it is legal though not authorized by Michigan Marijuana Act.
- Read an excerpt from attorney letter. He feels their business model reflects comments of the City Attorney.
- Twenty (20) caregivers can be in one (1) facility. One caregiver can provide to six (6) patients which is similar to a doctor's office.
- Feels activity permitted in M-1 is the same as activity in B-1, 2 and 3. Why not allow it if it is the same.
- He wants to develop business owners that want to help make the city better.
- He asked the PC to approve his recommendations.

Commissioner comments:

- Wells: Via email – Case 15-12 in favor of recommendation by city attorney at least wait on Lansing to vote. Our ordinance permits this activity now.
- Hendricks asked if one Medical Marijuana facility would be in each district. Nolen stated that it would not be a red light district or cluttered and that the PC should limit the number of facilities to two (2) or three (3) and the TCD district should be part of the B-3 Zoning. Paul stated that capping the number of facilities is not a good planning principal and that practice opens itself up to challenges. He suggested the way to cap the number of facilities is to limit the number of Business Licenses.
- Hendricks asked how the product would be delivered and security measures. Paul stated the text does not address public health and safety or protection of the interest of the city.
- Thomas stated that the distance from churches was not on the same standard as other businesses and that the building would have security and children won't have access.
- Garrett suggested going on line and checking out what Medical Marijuana consists of and that once you do, you would be amazed at the elderly Inkster residents on Medical Marijuana.

Commissioner and public comments:

- Brown: Application letter item #2, people transport from door to door in lock box to car. How does that affect foot traffic for other businesses? Nolen: An example is a facility next door to a food business that had an increase in foot traffic but when the business closed, business went back down.
- Hendricks: How do we work out the request to limit the number of facilities? Paul: Recommend that the text be modified and standards should be the same for B-1, B-2 and B-3.
- Hendricks: Asked should the number be limited throughout the city. Paul: Stated no, to do that thru the licensing.
- Belton: (Sr. Pastor at MBC) Stated he wants a buffer in the language. He does not want it next door to Papa's Pizza or across from the church. He further stated the facilities should be strictly for medical purposes.
- Miller: Stated he feels for the medical marijuana process. Due diligence was not done. He further stated he is looking for a definite reason why we should not have medical marijuana.
- Cimeot: (Business owner) Stated he is a resident of Inkster for 42 years, a homeowner and business owner. He is upset with the due diligence of the planner because he did not look at other communities to determine impact. He was a business owner with Sweet B for 1 year and shared parking space with the court and police. They felt they were legal until M-1 use was approved. They received compliments from clean up of the area. They acquired two businesses next door as well. There was no building license for Sweet B. According to their lawyer, they did nothing wrong. His 10 employees were laid off when the Sweet B closed.

Asked why was DHS a good business if they bring no taxes in nor any foot traffic? Medical marijuana businesses are going to come in anyway. It is going to be on the ballot and be legal. He is a current medical marijuana patient and has had 4 surgeries. He put his life savings into his business. He owns Hydo Hut. A dispensary is not retail. It is safe access for people to get medicine. He wants to provide for families and build up the community.

- Hankerson: (Caregiver) Stated she is angry that PC did not do their due diligence. She said Mr. Nolen did a better job.
- Lindsay: (Resident) Stated there is more crime with liquor than medical marijuana and that marijuana will be legal when the government can make money off of it.
- Lewis: Feels that marijuana messes up the drug industry.
- Ruddnick: (Attorney) Provided a statement. Commend the City of Inkster for addressing the issue. She wants the City to distinguish between cultivation and provisionary centers.
- Evans: (Southgate) She gave all positive comments toward marijuana. Stated Inkster should take the lead and allow medical marijuana facilities.

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

Hendricks expressed concerned for the number of establishments and Garrett recommended limiting the number of facilities to 3. Paul: Recommended a separate resolution to cap the business license and a Special Conditions Use (SCU) to approve.

Nolen: Stated he is OK with a SCU but is duplicating the process and adding an inspection fee to the process means going back to the PC for fees. He suggested making changes to the ordinance and not require a SCU. He also wants B-1 and B-2 and the TCD district included.

Brown: Asked if the recommendation included the TCD – yes. He also expressed a concern of the City having a dialogue with the applicant. Paul: He is open to a dialogue with the applicant but the process does not include such prior to making a recommendation to the PC.

Mark S: Stated the recommendation is not the planner's but the Administration. PC operates to consider what is in the best interest of the City. He further stated that the PC should not negotiate text amendments from the podium and that the City looking at the request beyond the B-3 District is working with the applicant.

Hendricks: Three proposals are on the table; deny, not deny and the applicant's proposal. He suggested to table.

Nolen: He is OK with merger and compromise. He is OK with all except add B-1 and B-2. He understands that the City does not have to talk to the applicant before making a recommendation to the PC. He asked that the PC take attachment "A" and add B-1, B-2 and B-3 and make the recommendation to Council.

MOVED by Hampton, Seconded by Garrett to take Attachment "A" and add B-1 and B-2 and make the recommendation to Council. **MOTION CARRIED** (One opposed – Thomas)

Hendricks: Take into account planner recommendation regarding good planning practice.

Paul: B-3 included already. B-1 and B-2 is neighborhood uses – less intense uses. McKenna made the suggestion that the applicant should come from business owners in the district who have standing. If someone comes up with standing, then changes should be made. The planner and administration's recommendation is to deny the request based on state law.

V. OLD BUSINESS

None.

VI. NEW BUSINESS

None.

VII. MISCELLANEOUS

Hampton raised a question regarding the Coney Island on Michigan Ave and Isabelle and the delay in it opening. Staff responded that two issues remained from their last update on the facility:

- Non- conforming aspects of signs
- Repair on the roof related to vents or similar item

Hendricks confirmed the issues and asked when the ordinance changed regarding conforming signs.

Hampton asked for a time line of events, dates and information be provided to the planning commissioners.

VII. ADJOURNMENT – 8:28 p.m.

MOVED by Hendricks, Seconded by Garrett to adjourn the Inkster Planning Commission meeting held June 22, 2015. **MOTION CARRIED unanimously**

Respectfully submitted,

Sam Brown, Chairman

April Walton, Secretary

M. Jeannie Fields
Community Development Manager

INKSTER POLICE DEPARTMENT

Chief of Police Concerns Regarding Medical Marijuana Dispensaries in Inkster

- 1. The Chief of Police is ultimately responsible for enforcing State, Federal, and Local Laws in the City of Inkster. No matter how it is present, these dispensaries are a violation of Federal Law. With this in mind, the City of Inkster and its Police Department are heavily depended on State and Federal assistance. Furthermore, the Michigan Safe Cities Grant will cause Federal Agents to lawfully work in Inkster. Medical Marijuana Operations could hamper relationships with these Federal Agents (keep in mind the new Taskforce with the State Police has Federal Agents assigned to it.)**
- 2. Allowing such businesses in the City will increase demands on the City's short staffed Police Department.**
- 3. "Goodness of Fit"; Medical marijuana dispensaries are not conducive to the scio-economic status and growth of Inkster nor good for the City's image.**

4. There is a potential for transient individuals to buy drugs from the dispensaries and trade said drugs for other illegal drugs in the dispensary's parking lot. This problem has occurred in other cities.
5. The potential increase in larcenies, home invasions, and other crimes committed by those trying to secure funding for their purchases at the dispensary.
6. The vast majority of homicides and felonious assaults in Inkster are narcotics related, and marijuana is the common denominator between a great numbers of them. This is different from the national trend; in which cocaine is the most common drug associated with these crimes.
7. Zoning could be a problem. Most retail and manufacturing companies are reluctant to build in or near the area of a marijuana dispensary.
8. The laws governing Medical Marijuana are commonly breached and said establishment commonly operates like a regular Marijuana Dispensary.

July 6, 2015

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, July 6, 2015

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

- The agenda.
- Proposed Millage Language Presentation – Craig Lewis and Denise Champagne

Moved by Councilmember Canty, Seconded by Councilmember Moner that Council convenes into a Closed Executive Session at 7:20 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 7
NAYS: 0
ABSENT: 0

Moved by Councilmember Williams, Seconded by Councilmember Moner to adjourn the closed Executive Session at 7:33 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Hampton called the meeting to order at 7:39 p.m.

Pledge of Allegiance

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

Prayer

Prayer was lead by Pastor Sample.

Roll Call

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

***A Quorum was present**

Approval of Agenda

**Moved by Councilmember Canty, Seconded by Councilmember Shaw
to approve the agenda with added items "B", "C" and "D" under Presentations.
Resolution 07-15-121R - Motion carried.**

Presentations/Discussion

- A. Proposed Millage Language Presentation – Craig Lewis and Denise Champagne
- B. Commissioner LeBlanc's Office – Mary McClendon
- C. Grass Cutting – Jerome Bivins
- D. State Representative 11th District – Julie Plawecki

Public Hearings

- A. A public hearing on an amendment to the Zoning Ordinance for a Commercial Warehouse and Wholesale in B-3 General Business District. (Abe Hachem is the applicant)

**Move by Councilmember Moner, Seconded by Councilmember Shaw
to open the public hearing.
Resolution 07-15-122R – Motion carried.**

**Moved by Councilmember Canty, Seconded by Councilmember Moner
to close the public hearing.
Resolution 07-15-123R – Motion carried.**

- **Juanita Davis** – Asked about the application for a warehouse on Michigan Ave. and the trucking route on Trowbridge.
- **Ali Wood** – Stated a wholesale business has an application in with the city to place Red Cross donation boxes in centralized locations for clothing items. Additionally stated that box trucks would come and pick up the donated items.
- **Resident** – Stated that the boxes are creating blight within the city and that the company should be held accountable for overflow. Additionally stated that pictures were taken of the overflow.
- **Gloria Brown** – Asked about truck tonnage and that she would support a Special Conditions Use but not opening up zoning for that type of business in the whole B-3 district.
- **Dennis Hutchings** – Stated that they paid an enormous amount in fees to have a garage built to store lawn equipment for Middlebelt Baptist Church.

Consent Agenda

- A. June 15, 2015 Regular City Council Meeting Minutes.
- B. June 29, 2015 Special City Council Meeting Minutes.
- C. Allen Brother's & Attorney's PLLC. Invoice \$43,069.44

**Moved by Councilmember Canty, Seconded by Councilmember Williams
Resolution 07-15-124R – Motion carried.**

Boards and Commission

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

Moved by Councilmember Williams, Seconded by Councilmember Shaw to appoint Toni Bailey to the Commission on Aging.

Resolution 07-15-125R – Motion carried.

Moved by Councilmember Williams, Seconded by Councilmember Canty to appoint Patricia Donald to the Commission on Aging.

Resolution 07-15-126R – Motion carried.

Previous Business

Ordinance(s)

- A. First Reading(s)

1. Consider a first reading on an amendment to the Zoning Ordinance for a Commercial Warehouse and Wholesale in B-3 General Business District. (Abe Hachem is the applicant)

Moved by Councilmember Moner, Seconded by Mayor Pro-Tem Hendricks

Resolution 07-15-127R – Motion carried.

- B. Second Reading(s)

New Business

- A. Discussion/Action: (Jeannie Fields) Consider approval of a Special Conditions Use (SCU 14-05) to allow a church to operate in an R-1B (one Family Residential District) and Site Plan (SP14-10) to include the addition of an accessory building to store lawn equipment and church vehicles with the conditions noted per the recommendation of the Planning Commission on June 22, 2015.

Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Hendricks

Resolution 07-15-128dR – Motion carried.

Public Participation

- Octavia Smith** – Thanked everyone who participated in the Inkster Task Force 5K run. She gave special thanks to Mayor Hampton, Councilman Williams, Jerome Bivins and Fire Chief Adams for their participation. She additionally stated that every person that crossed the finish line received a certificate and medal.
- Mary McClendon** - That there would be no Coffee Talk in July for Commissioner Richard LeBlanc's office.
- Representative Julie Plawecki** – Gave a brief overview of school millage item for the City of Inkster residents. She stated that when the issue is on the ballot it must pass.
- Juanita Davis** – Asked if the city had a fireworks Ordinance because of the loud noise. Additionally she asked about the one hundred thousand dollar tax levy to be placed on resident tax bills.
- Dorothy Gardner** – Asked about grass cutting, bicycle license, the dumb site on Cherry and how many more lawsuits are pending to go on resident's taxes. She stated that Code Enforcement

Officers should have guns when entering abandoned homes because its dangerous. Further stated the Inkster Library is looking for a new Librarian.

- **Willie Johnson** – Stated that all citizens and City Council should drive the city of Inkster and that the housing in Inkster is going bad.
- **George Williams** – Gave condolences to City Clerk, Felicia Rutledge about the loss of her mother. He further commended Denise Champagne and Craig Lewis for trying to get the millage passed. He stated that millage funds should not be used as they were in the past on such items like salaries.
- **Sandra Watley** – Stated that candidate debates for districts four and six would take place on July 9th at former Baylor Woodson School. Further stated a Mayoral debate will be held on July 23rd.
- **Darvis Jones** – Stated he had little to no cooperation with the Inkster Police department regarding the kidnapping of his daughter. However he did state that he saw the City Manager and Interim Chief of Police Thomas have did their jobs to help assist.

City Council

- **Councilman Canty** – Asked the City Clerk how should candidates be handled that make announcements about forums. He thanked Jeannie Fields for her service and stated it is going to be a tremendous lost. He thanked Lt. Shaw for his service. He further stated that a member of city council or the Mayor should be on the hiring team that hires Police officers.
- **Councilman Moner** – Gave tribute to brave Veteran Clarence J. Oden, Jr. and thanked him for his service. He stated that recycling would take place July 11, 2015.
- **Councilman Williams** – Asked Administration if they could check into getting grants for road repair. He further asked the City Manager if he had gotten with Taylor schools regarding the grass cutting at the park across the street from Baylor Woodson school. He encouraged everyone to shop Inkster.
- **Councilman Shaw** – Extended his condolences to City Clerk, Rutledge for the loss of her mother. He asked about board ups, a purchasing policy, the RFP on IT Services, the selling of Police vehicles, Act 95 money and if the city has checked into different insurance carriers.
- **Mayor Hampton** – Stated that City Administration should post haste get a sign up for Jearlean Talley. He further stated that strip malls within the city should be responsible for clean up of their area. Stated that city council should look into placing the revision of the Charter on the November ballot. Lastly stated that Jeannie Fields should have an Exit Interview.

City Clerk

- Informed residents of a MDOT announcement about Beech Daly and John Daly roads.

City Manager

- Thanked Mayor and Council for the opportunity to serve.
- Thanked Administration.
- Thanked Lt. Shaw and Twazerk
- Stated that losing Jeanie Fields is going to be a great loss and the city is planning a big shin dig.
- Thanked City Clerk Rutledge for attending the meeting during her time of loss and offered his condolences.

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,

Inkster City Council Meeting
July 7, 2015

the Regular Council meeting of July 6, 2015 was adjourned at 9:41 p.m.



Felicia Rutledge, City Clerk
City of Inkster

CITY OF INKSTER

Boards & Commissions

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

AGING COMMISSION

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

2 Year Term	9 Members	Ordinances: 414,457 & 508
Richard Marsh, Jr., Director		Tenure
Denise Champagne, Project Dir.		Tenure
- (Ex-Officio Member)		
Rochelle Wells		Exp. 02/16/17
April Walton		Exp. 01/18/15
Audrey Jean Searcy		Exp. 06/02/16
Doris Horne		Exp. 02/16/17
Theola Jones		Exp. 11/15/14
Henry Wade		Exp. 03/07/15
Toni Bailey		Exp. 07/06/17
Nellene Moore		Exp. 08/16/16
Dorothy Gardner		Exp. 06/16/16
Chuck Coleman		Exp. 04/04/15
Gabe Henderson		Exp. 04/04/15
June Patterson		Exp. 12/1/16
Patricia Donald		Exp. 07/06/17

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment	3 Members	Charter Provision and State Law
WCA Assessing		Clerk of the Board – Non Voting
William S. Miller		Exp. 06/02/15
Ned Sanders (Alternate)		Exp. 02/03/16
Lenoria Warmack		Exp. 02/16/16
Celeste McDuffie		Exp. 02/03/16

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
Avis Love	Exp. 03/16/17

BUILDING AUTHORITY COMMISSION - *Inactive*

[MEETINGS: Second Monday in January]

3 Year Term	5 Members	State Law and Resolution 74-1-39
Nathaniel Elcock		Exp. 12/31/05
Hersey Bryant, (C)		Exp. 12/31/00
Horace Wells		Exp. 12/31/01

CABLE TELEVISION COMMISSION

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

3 Year Term	9 Members	Ordinances 593 and 609
Timothy Williams Ex-Official		Exp. 11/16/12
Danny Van Schoiack Dist. 1		Exp. 12/01/11
Vacant Dist. 2		
Vacant Dist. 3		
Alfreda Flowers Dist. 4		Exp. 06/04/15
Vacant Dist. 5		
Lewis Gregory (C) Dist. 6		Exp. 01/04/13
George Celler Mayoral		Exp. 03/16/12
Carmen Mitchell At-Large		Exp. 02/18/11

CANVASSERS BOARD

[MEETINGS: As Required]

4 Year Term	4 Members	State Law
Deborah Owens (Dem)		Exp. 12/31/15
Gloria Brown (Dem)		Exp. 06/04/16
Courtney Owens (Dem)		Exp. 06/04/16
Eugene Brazeal (Rep)		Exp. 08/06/16

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term	3 Members	Ordinances 237 & 559
Clarence Oden		Exp. 6/18/15
Vacant - (Employee Representative)		
James White		Exp. 12/04/11
- (Commission Appointment)		

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Henry Wade		Exp. 12/17
- (Licensed Plumber)		
Stephen Lawrence		Exp. 12/17
Tiara Jones		Exp. 10/17
Kenyatta Mason		Exp. 10/17
- (Licensed Electrician)		
Marcus Hendricks –		Exp. 12/17
- (Licensed Electrician)		
- Building Inspector		
- (Licensed Engineer/Inspector)		

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 (Secretary)		Tenure
Martha Theis		Exp. 01/14/18
Lewis Gregory (Treasurer)		Exp. 10/06/18
Cynthia Adams		Exp. 01/14/18
Brittini Abiolu		Exp. 05/18/19
Peter Cimeot		Exp. 01/21/18
Akindele Refhionomake		Exp. 02/16/19
Andrea Parson		Exp. 08/01/15
Winston Wade (Vice-Chair)		Exp. 12/17/16
Rerhi Onomake		Exp. 3/16/19

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
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21
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)		

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 10/06/16
Deborah Owens	Dist. 2	Exp. 03/25/16
Shelby Johnson	Dist. 3	Exp. 09/15/16
Vernell Massey	Dist. 4	Exp. 12/01/16
Lenardo Gambrio	Dist. 5	Exp. 10/15/16
James Richardson IV	Dist. 6	Exp. 09/15/16
Tonia Williams	Mayoral	Exp. 02/16/17
Sheila Garland	Mayoral	Exp. 02/16/17
Yolanda Lockett	Council	Exp. 01/20/17

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	Exp. 10/15
Emmereal Wells	Exp. 04/18
James Garrett	Exp. 08/17
April Walton (Secretary)	Exp. 09/16
Sam Brown (Chairman)	Exp. 10/17
Richard Wooten (Vice Chairman)	Exp. 08/16

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]

2 Year Term

5 Members

Charter

Rev. Leon Crawford	Mayoral	Exp. 01/17
Barry O'Bryan		Exp. 12/13
Christopher Crawley		Exp. 12/13
Hilliard L. Hampton II	Council	Exp. 01/17
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

3 Year Term

7 Members

State Law and Ordinance 277

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

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 36300 Warren Rd. Westland, MI. 48185]

Michael Canty, Council Appointee

Exp. Tenure

Denise Champagne, Council Appointee

Exp. (Appointed in 2009)

[Meetings: Dates and times are quarterly and locations are various]

Timothy Williams, Council Appointee

Exp. 2016

Lorenzo Moner, Council Appointee

Exp. 2016

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

[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. (Chair)	Exp. 06/07/16
Herbert Johnson (Vice Chair)	Exp. 06/07/16
Deborah Walker (Secretary)	Exp. 06/07/16
Rerhi Onomake	Exp. 03/16/21
Dennis Weislow	Exp. 06/07/19
Cassandra Leonard	Exp. 06/07/16
Mary Weislow (Treasurer)	Exp. 06/07/16
Winnie Nwankwo	Exp. 05/18/21
Akindele Akinyemi	Exp. 05/18/21

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

M. Jeannie Fields, Community Dev. Mgr.

Tenure

Tonia C. Williams (C)

Exp. 10/06/16

Dorothy Gardner

Exp. 10/05/15

CARVER HOMES DISTRICT CITIZENS COUNCIL- *Inactive*

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

Velma Hammons

Daniel Henderson

Willie Johnson

Bessie Jones

Melodie Jones

Clara Gray-Joiner

Geneva Lyles

Norma McDaniel

Ramona Rogers

Antonio Shaw

Jacqueline Treadway

Rita Watson

Barbara Whatley

Julius Williams

Glaynda Wright

Chris Yatooma

NOTES:

 Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Richard Marsh – City Manager

Date: July 13, 2015

From: M. Jeannie Fields *WJF*
Community Development Manager

Date for Council Consideration: July 20, 2015

ACTION REQUESTED: Council to offer a second reading and approval on an amendment to the Zoning Ordinance for Commercial Warehouse and Wholesale in B-3 General Business District.

Current Action X Emergency Future

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

Treasurer's Approval *MDS*

BACKGROUND INFORMATION

On March 9, 2015, the Planning Commission (PC) held a public hearing to receive public input and review a request and site plan for conditional rezoning of the rear portion of the property located at 26051 Michigan Ave from B-3 General Business District to M-1 Light Industrial. Abe Hachem is the applicant. The PC recommended submitting a text amendment request instead of a conditional rezoning request.

On Tuesday, May 26, 2015, a public hearing was held for the text amendment. The Planning Commission reviewed and approved the proposed Zoning Ordinance Amendment for Commercial Warehouse and Wholesale in the B-3 General Business District (Case # 15-04 - TA). In addition, the Planning Commission approved a special conditions use and associated site plan with conditions. A request to approve the special conditions use and associated site plan will follow the 2nd reading for the proposed text amendment. Attached is the review letter from McKenna.

On Monday, July 6, 2015, a public hearing and first reading were held at the Council meeting. A second reading is required prior to approval/disapproval of the proposed text amendment.

SCOPE OF SERVICES

N/A

JUSTIFICATION

See McKenna Associates letter dated 5.4.15 for review considerations and recommendation.

PROJECT OR IMPROVEMENT TASKS

1. Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster.
2. Revitalize the Michigan Avenue corridor.

COSTS

N/A

PROJECT TIME TABLE

If approved by Council, the amendment will be published and posted and become effective after thirty (30) days. A special conditions use and site plan is also on the agenda for consideration for the property located at 26051 Michigan.

RESOLUTION

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Proposed Zoning Ordinance Provisions

(Text proposed to be removed: strikethrough; New text: underlined)

§ 155.047 B-3 GENERAL BUSINESS DISTRICT.

(D) Uses Permitted Subject to Special Conditions

(36) Commercial Warehouse and Wholesale Operations subject to the regulations of § 155.147.

§ 155.147 COMMERCIAL WAREHOUSE AND WHOLESALE OPERATIONS.

(A) The minimum lot or parcel size shall be two acres.

(B) The type and quantity of traffic generated by the operation shall be compatible with the permitted retail uses in the district.

(C) Ingress and egress shall be provided so as not to conflict with adjacent business uses or adversely affect traffic flow on adjacent businesses.

(D) Planning Commission may require a traffic impact study and a traffic management plan.

(E) The hours of operation shall be reviewed and approved by Planning Commission in consideration of potential negative impacts, including but not limited to, trucking and shipping, noise, odor, air quality, dust, spillage, glare, etc.

(F) Open air storage is not permitted and truck parking is not permitted outside of designated loading spaces.

(G) Planning Commission may determine that landscaping and screening is required.

(H) A minimum of 10% of the floor area, or 1000 sq. ft., whichever is less, shall be used for accessory retail and office uses, which shall be primarily accessed via the front yard.

(I) Adequate parking shall be provided based on the parking requirements for wholesale establishments and any other accessory uses. Planning Commission may modify parking standards based on a parking study.

(J) Wherever the off-street parking is adjacent to land zoned for residential purposes, a continuous obscuring wall of four and one-half feet in height shall be along the sides of the parking area adjacent to the residentially zoned land. The wall shall be further subject to the provisions of § 155.074.



PLANNING COMMISSION
PETITION FOR REZONING

Filing Fee

\$550.00

Case # 15-047A
Date Filed 3-26-15

TO THE INKSTER CITY PLANNING COMMISSION:

The undersigned respectfully petition(s) Planning Commission to amend the Inkster Code of Ordinance, Section 155.032—Zoning Map, as amended and change the zoning map as hereinafter requested, and in support of this petition, the following facts are shown:

PROPERTY IDENTIFICATION

Property ID#: _____ Legal Description (please provide exact legal description): _____

SEE ATTACHMENT

(If more than one property, attach additional sheets as needed).

Street Address: 26051 Michigan Ave Inkster MI 48141

The property is located on the south side of Michigan Ave Street, between beach Daly Street and John Daly Street. It has frontage of _____ feet, a depth of _____ feet, and comprises _____ acres.

Property owner:

Abe Hachem
Address: 26051 Michigan Ave Telephone #: 313 304 9099
(Proof of ownership must be attached)

NATURE OF PETITION

Current Zoning: b3 Requested Zoning: M1 Proposed Use: _____
WHOLESALE / WAREHOUSING

Please provide a diagram or drawing indicating the property to be rezoned.

AFFIDAVIT OF PETITIONER

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss

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 she/he is authorized to submit this petition.

Printed Name of Petitioner Abe Hachem
Signature of Petitioner [Signature]
Interest in Property 26051 Michigan Ave.
Firm Midwest Hachem Address 26051 Michigan Ave, Inkster, MI
Phone 313-304-9099

Subscribed and sworn to before me this 11th day of March, 2015.

Breanne Seguin
Notary Public, Wayne County, Michigan

My Commission Expires: 8-24-2018

BREANNE SEGUIN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Comm. Exp. 8/24/2018
Acting in the County of Wayne
Date 3/11/15

FOR OFFICE USE ONLY

DATE SUBMITTED: _____

CASE NUMBER: _____

**CITY OF INKSTER'S
APPLICATION TO AMEND THE ZONING ORDINANCE**

APPLICANT NAME Midwest Recycling Inc

ADDRESS 26051 Michigan Ave Inkster Mi 48141

NUMBER STREET CITY STATE ZIP

TELEPHONE NUMBERS 313 304 9099 313 731 0442 Midwestfootwear1@gmail.com

Direct FAX E-Mail Address

PLEASE PROVIDE THE FOLLOWING INFORMATION ALONG WITH FEES.

see attached

1. A narrative that explains the proposed amendment and why it is necessary.
2. An analysis of how the proposed amendment conforms to and supports the principles found within the zoning ordinance and master plan.
3. A statement of the perceived effects of the proposed change would have on the City's ability to deliver services (staffing, enforcement, added inspections, studies required, etc.). What additional costs, if any, the City or its taxpayers will incur and how will these costs be addressed?
4. Explain how the proposed text amendment would serve the interests of the public as a whole, including health, safety, or welfare.
5. A draft of the proposed text change(s) to the existing ordinance.

Text Amendment Addendum

PLEASE PROVIDE THE FOLLOWING INFORMATION ALONG WITH FEES.

I. A narrative that explains the proposed amendment and why it is necessary.

Midwest Recycling is asking for a Text Amendment for conditional rezoning of the rear portion of the property from B-3 General Business District to M-1 Light Industrial District to permit use of the site for a warehouse. This action is necessary because Midwest's business depends on a large warehouse to collect and re-sell the products. The building is almost 42,000 square feet and the retail side of the business does not require so much square footage. The business will be much more successful if the rear portion is used as warehouse space.

2. An analysis of how the proposed amendment conforms to and supports the principles found within the zoning ordinance and master plan.

The proposed amendment would be a resolution to the problem because it enables for the property owner to use both retail and warehousing space without breaking or piecing the parcel into two. It would allow for conditional use based on city zoning and in accordance with the master plan. It also enables the property owner to grow his business in the city and eventually allow him to convert to full retail. It also will conform to the rebuilding of Michigan Avenue and add to the City's aesthetic appeal.

3. A statement of the perceived effects of the proposed change would have on the City's ability to deliver services (staffing, enforcement, added inspections, studies required, etc.). What additional costs, if any, the City or its taxpayers will incur and how will these costs be addressed?

We do not anticipate any changes or abilities that the city would need to deliver. We also don't anticipate any costs incurred by the city or tax payers as the property owner will be responsible for any changes.

4. Explain how the proposed text amendment would serve the interests of the public as a whole, including health, safety, or welfare.

The amendment will allow the property owner to have a thriving new business in the city and would attract customers and new businesses to the city. This will also allow the owner to hire more staff from within the city. Finally, the property owner is updating the entire building including the parking lot and landscaping and further improving the city's aesthetic appeal.

5. A draft of the proposed text change(s) to the existing ordinance.

Text Amendment for conditional rezoning of the rear portion of the property from B-3 General Business District to M-1 Light Industrial District to permit use of the site for a warehouse.

MEMORANDUM

TO: Inkster Planning Commission
ATTN: Jeannie Fields, Community Development Manager
CC: Richard Marsh, City Manager
David Jones, City Attorney
FROM: Paul Lippens AICP, Principal Planner

SUBJECT: Proposed Zoning Ordinance Amendment – Commercial Warehouse and Wholesale in B-3

APPLICANT: Abdallah Hachem, Midwest Recycling, dated 3/11/15

DATE: May 4, 2015

BACKGROUND

We have reviewed the above application for a text amendment to permit commercial warehouse and wholesale operations, subject to special conditions approval, in the B-3 General Business District. The applicant owns a property located at 26051 Michigan Avenue and proposes to use the south portion (approximately 456 ft.) of the site for a warehouse. The north portion of the site (approximately 55 ft.) is proposed to be used for offices and retail. The Master Plan designates the site as Mixed Use Commercial in the Future Land Use Plan and the Mixed Use Commercial designation generally corresponds to the B-3 District. Planning Commission, in considering an application to conditionally rezone the property to M-1, asked the applicant if he would be open applying to amend the uses permitted in the B-3 District as an alternative solution. The applicant stated that a text amendment would be a preferred solution and subsequently filed the above referenced application.

REVIEW CONSIDERATIONS

The following items are pertinent to the consideration of the proposed text amendment to permit commercial warehouse and wholesale operations subject to special conditions in the B-3 District.

1. Current Permitted Uses in B-3.

The intent of the B-3 General Business District is to provide locations for development of businesses which cater primarily to the comparison shopping needs of the City's and surrounding communities' residents on an intermittent or semi-monthly or greater basis.

Representative principal uses permitted in B-3 include: retail establishments, mortuaries, bus stations, indoor vehicle sales, standard restaurants, bowling alleys, reproduction centers, veterinary services, and utilities.

Representative uses permitted subject to special conditions in B-3 include: adult oriented businesses; bar or establishment for the sale of beer or intoxicating liquor for consumption on the premises; motels, inns and travel lodges; secondhand stores; vehicle wash establishments; auto service stations.

2. Requested Permitted Uses in B-3.

The applicant request that wholesale and warehousing uses be added to the uses permitted subject to special conditions within the B-3 General Business District.

3. Consistency with the Master Plan

The area of the City Zoned B-3 generally corresponds to the area that is designated Mixed Use Commercial in the Master Plan.

The Michigan Avenue Mixed Use Commercial area is envisioned to be a regional commercial corridor that caters to goods and services that are needed less frequently than convenience needs. Wholesale operations is listed as an example use consistent with the vision of the district.

We find that the adding commercial warehousing and wholesale operations as a permitted use subject to special conditions approval is consistent with the Master Plan.

4. Market Trends and Demand.

The applicant's proposal to use the site as a wholesale/warehouse facility is indicative that there is a demand for the use in the district.

5. Traffic Impact.

Increased truck traffic could have a negative impact on the commercial character of the district; however, Michigan Avenue is a US Highway and State Trunkline, with capacity to handle additional truck traffic. Special conditions criteria is proposed to mitigate any potential impact of truck traffic.

RECOMMENDATION

The information in this review demonstrates that adding Commercial Warehouse and Wholesale Operations, subject to special conditions, in the B-3 General Business is appropriate. Based on the findings presented herein, we respectfully recommend the Planning Commission recommend approval of the following text amendments to City Council.

Proposed Zoning Ordinance Provisions

(Text proposed to be removed: strikethrough; New text: underlined)

§ 155.047 B-3 GENERAL BUSINESS DISTRICT.

(D) Uses Permitted Subject to Special Conditions

(36) Commercial Warehouse and Wholesale Operations subject to the regulations of § 155.147.

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(A) The minimum lot or parcel size shall be two acres.

(B) The type and quantity of traffic generated by the operation shall be compatible with the permitted retail uses in the district.

(C) Ingress and egress shall be provided so as not to conflict with adjacent business uses or adversely affect traffic flow on adjacent businesses.

(D) Planning Commission may require a traffic impact study and a traffic management plan.

(E) The hours of operation shall be reviewed and approved by Planning Commission in consideration of potential negative impacts, including but not limited to, trucking and shipping, noise, odor, air quality, dust, spillage, glare, etc.

(F) Open air storage is not permitted and truck parking is not permitted outside of designated loading spaces.

- (G) Planning Commission may determine that landscaping and screening is required.
- (H) A minimum of 10% of the floor area, or 1000 sq. ft., whichever is less, shall be used for accessory retail and office uses, which shall be primarily accessed via the front yard.
- (I) Adequate parking shall be provided based on the parking requirements for wholesale establishments and any other accessory uses. Planning Commission may modify parking standards based on a parking study.
- (J) Wherever the off-street parking is adjacent to land zoned for residential purposes, a continuous obscuring wall of four and one-half feet in height shall be along the sides of the parking area adjacent to the residentially zoned land. The wall shall be further subject to the provisions of § 155.074.

REQUEST FOR COUNCIL ACTION

To: Richard Marsh - City Manager

Date: July 13, 2015

From: Felicia Rutledge, City Clerk

Date for Council Consideration: June 20, 2015

ACTION REQUESTED: Consider approving the request for street closure of Florence between Sylvia and Princess street for a Block Party on July 25, 2015 (weather permitting) OR August 1, 2015 12:00 p.m. until 8:30 p.m. (Donna Lawrence)

Current Action ☒ Emergency ☐ Future ☐

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

Treasurer's Approval ☐ N/A ☐

BACKGROUND INFORMATION

The request is to seek permission to close Florence Street between Sylvia and Princess for a Block Party July 25th, 2015 from 12:00pm until 8:30pm. A signed petition by neighbors has been included. All appropriate sign offs from the city have been obtained.

SCOPE OF SERVICES

N/A

JUSTIFICATION

N/A

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

N/A

PROJECT TIME TABLE

July 25th (weather permitting) OR August 1, 2015 from 12pm until 8:30 p.m.

RESOLUTION

Authorization is hereby given for a street closure on Florence for a Block Party on July 25, 2015 from 12:00 p.m. until 8:30 p.m. (Donna Lawrence)

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



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

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

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

VINCENT, DONNA LAURENCE
Name

313 595-4433

Phone Number

26858 FLORENCE
Applicant Address

[Signature]
Email (Optional)

REQUEST:

Street To Be Closed: FLORENCE Cross Streets: SYLVIA ST, PRINCESS ST

Date(s) To Be Closed: JULY 25, 2015 IF IT RAIN HAVE ON AUG 1, 2015

Event Hours: 12pm am/pm To 830 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Block Party

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

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

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

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

Applicant Signature: Donna Lawrence

Date: June 18, 2015

OFFICIAL USE ONLY
REQUIRED APPROVALS:

Police see attached Fire ✓ DRS JB BLDG see attached

REQUIRED EQUIPMENT:

Barricades ✓ Cones ✓ Other ✓

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

City Clerk Signature: _____ Date: _____



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

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

Street Closure/Block Party Petition

We the undersigned acknowledge and support the request for a Block Party on

FLORENCE ST between SYLVIA ST
(Street) (Street)

and PRINCESS ST for the date and time of JULY 25 2015. IF IT RAINS AUG 1
(Street) (Event date & time) 2015

Block Party Coordinator: VINCENT DOMENIA LAURENCO
(Contact Person)

Daytime Number: 313-595-4433 Evening Number: 313-598-8131
598-8131

Name	Address
<u>Yuth J Higgins</u>	<u>26846 Florence St. Inkster MI 48141</u>
<u>Nicole Patterson</u>	<u>26882 Florence St. Inkster 48141</u>
<u>Major Pringle</u>	<u>26930 Florence St. Inkster</u>
<u>William Paul</u>	<u>26954 Florence St. Inkster 48141</u>
<u>Ophelia Edwards</u>	<u>26943 Florence Inkster, MI 48141</u>
<u>Larry Jacobs</u>	<u>26921 Florence Inkster MI 48141</u>
<u>Mo Brantley</u>	<u>26919 Florence Inkster</u>
<u>Mr. Harold</u>	<u>26855 - 71 Maple - Inkster - MI 48141</u>
<u>Willie Racha</u>	<u>26871 Florence Inkster MI 48141</u>
<u>Angel Borne</u>	<u>26847 Florence</u>
<u>Sharon & Charles</u>	<u>26811 Florence</u>
<u>Glynis Denson</u>	<u>26823 Florence Inkster 48141</u>
<u>Tamara Cooper</u>	<u>26859 Florence Inkster 48141</u>

Yolanda Holmes

From: John D. Adams <JAdams@ww-fa.com>
Sent: Wednesday, July 08, 2015 10:58 AM
To: Yolanda Holmes
Subject: RE: Lawrence Street Closure

Ms Holmes,

The Fire Department has no objections to the street closure as stated.

From: Yolanda Holmes [<mailto:yholmes@cityofinkster.com>]
Sent: Wednesday, July 8, 2015 10:32 AM
To: Joseph Thomas; John Adams; Jerome Bivins; Building Dept
Cc: PD_Dee Moore; Felicia Rutledge
Subject: Lawrence Street Closure

Hello All,

I previously sent the attached Street Closure/Block Party request to everyone on June 22nd and have not received your approvals or disapprovals as of yet. Please respond so this item may be placed on the July 20th agenda.

Thank You,
Yolanda Holmes, Asst. Clerk
City of Inkster
26215 Trowbridge
Inkster, MI 48141
313-563-9770

CONFIDENTIALITY NOTICE: This e-mail and any attachments thereto are the property of the City of Inkster, Michigan. This transmission may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or received it illegally, you are hereby notified that any disclosure, copying, distribution or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. Sender accepts no liability for any damages caused by any virus transmitted by this email. If you received this transmission in error, please contact the sender and delete the material from any computer immediately. Thanks in advance for your cooperation.

John D. Adams | Chief Operating Officer | WW-FA |
37201 Marquette | Westland, MI 48185 || 27717 Michigan Ave. | Inkster, MI 48141
| | JAdams@ww-fa.com



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

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

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

VINCENT, DONNA LAURENCE
Name

313 595-4433

Phone Number

26858 FLORENCE

Applicant Address

[Signature]
Email (Optional)

REQUEST:

Street To Be Closed: FLORENCE Cross Streets: SYLVIA ST, Princess St

Date(s) To Be Closed: JULY 25, 2015 IF IT RAIN HAVE ON AUG 1, 2015

Event Hours: 12PM am/pm To 830 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Block Party

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

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

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

Applicant Signature: Donna Lawrence

Date: June 19, 2015

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police [Signature] Fire DPS BLDG

REQUIRED EQUIPMENT:

Barricades Cones Other

CITY COUNCIL APPROVAL: Date Approved: Resolution Number:

City Clerk Signature: Date:



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

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

Street Closure/Block Party Petition

We the undersigned acknowledge and support the request for a Block Party on

FLORENCE ST between SYLVIA ST
(Street) (Street)

and PRINCESS ST for the date and time of 14/4/25/2015. IF IT RAINS AUG 1
(Street) (Event date & time) 2015

Block Party Coordinator: VINCENT, DONNA LAWRENCE
(Contact Person)

Daytime Number: 313-595-4433 Evening Number: 313-598-8131
598-8131

Name	Address
<u>Lutal J. Higgins</u>	<u>26846 Florence St. Inkster MI 48141</u>
<u>Nicole Patterson</u>	<u>26882 Florence St. Inkster 48141</u>
<u>Major Pringle</u>	<u>26930 Florence St. Inkster</u>
<u>William Paulk</u>	<u>26954 Florence St. Inkster 48141</u>
<u>Corey Edwards</u>	<u>26943 Florence Inkster MI 48141</u>
<u>Harry Jacobs</u>	<u>26921 Florence Inkster MI 48141</u>
<u>Al Brandon</u>	<u>26919 Florence St. Inkster</u>
<u>Mr. Harold W. C.</u>	<u>26855 Florence St. Inkster MI 48141</u>
<u>Willie Kasha</u>	<u>26871 Florence Inkster MI 48141</u>
<u>Angela B. C.</u>	<u>26847 Florence</u>
<u>Sharon E. Charles</u>	<u>26811 Florence</u>
<u>Glynis Denson</u>	<u>26823 Florence Inkster 48141</u>
<u>Annika Cooper</u>	<u>26859 Florence Inkster 48141</u>

REQUEST FOR COUNCIL ACTION

To: Richard Marsh - City Manager

Date: 7-9-2015

From: John D. Adams Fire Chief

Date for Council Consideration: July 20, 2015

ACTION REQUESTED: To transfer blighted city owned residential properties to the Michigan Land Bank (MLB) for demolition under our Hardest Hit grant with MSDHA

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Treasurer's Approval 

BACKGROUND INFORMATION

We have a \$2,250,000.00 dollar grant with MSDHA and are in partnership with the MLB to stabilize our neighborhoods and demolish blighted residential properties. The city has some and is aggressively working with other land owners to acquire their blighted properties for this program.

SCOPE OF SERVICES

I am request that the following 48 city owned properties be transfer to the MLB to be demolished under this program:

3581 Allen	26817 New York
4322 Allen	26405 Norfolk
25955 Andover	27062 Norfolk
3512 Ash	29120 Oakwood
26179 Colgate	29549 Oakwood
26033 Dartmouth	26644 Penn
26822 Dartmouth	26904 Penn
4012 Durand	27259 Penn
4014 Durand	26104 Plum
4030 Durand	28013 Rosewood
4031 Durand	28073 Rosewood
29543 Glenwood	26225 Stanford
29619 Glenwood	26248 Stanford
29690 Glenwood	26256 Stanford
3230 Harriet	26660 Trowbridge
3708 Harriet	3221 Williams
4159 Henry	3406 Williams
3738 Irene	3592 Williams
27165 Kitch	26422 Yale
26076 Lehigh	26818 Yale
1255 Middlebelt	26872 Yale
3228 Moore	27251 Yale
26731 New York	27304 Yale
26732 New York	27331 Yale

This is the Third round of city properties to be transferred to the MLB.

JUSTIFICATION

The administration of our city is aggressively enforcing our codes and ordinances on blight to raise the standards in our neighborhoods and community in general. We must also remove the blighted properties we own too. We have this grant and the eighteen month timeline has just begun.

PROJECT OR IMPROVEMENT TASKS

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

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

1. Improve and promote the image of Inkster

COSTS

There are no additional costs to the city; this program is covered under the MSDHA grant.

PROJECT TIME TABLE

Requesting to have this activity of transfer completed within 3 weeks or less.

RESOLUTION

Authorization is hereby given to

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: July 13, 2015

From: M. Jeannie Fields 
Community Development Manager

Date for Council Consideration: July 20, 2015

ACTION REQUESTED: Consider approval of a Special Conditions Use (SCU 15-03) and accompanying Site Plan (SP 14-09) for the operation of a commercial warehouse located at 26051 Michigan Avenue in the B-3 District (General Business) with the conditions noted as recommended by the Planning Commission.

Current Action ☒ X Emergency ☐ Future ☐

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

Treasurer's Approval 

BACKGROUND INFORMATION

On March 9, 2015, the Planning Commission (PC) held a public hearing to receive public input and review a request and site plan for conditional rezoning of the rear portion of the property located at 26051 Michigan Ave from B-3 General Business District to M-1 Light Industrial. Abe Hachem is the applicant. The PC recommended submitting a text amendment request instead of a conditional rezoning request.

On Tuesday, May 26, 2015, a public hearing was held for the text amendment. The PC reviewed and approved the proposed Zoning Ordinance Amendment for Commercial Warehouse and Wholesale in the B-3 General Business District (Case # 15-04 -TA). In addition, the PC approved a special conditions use and associated site plan with the following conditions:

Special Conditions Use:

1. A zoning amendment is approved to permit commercial warehousing in the B-3 District subject to the proposed review standards (Section 155.13) included in the McKenna letter (SCU #1) dated May 7, 2015.
2. The review of all City Departments and comments made at public hearings are consistent with the findings of the letter.
3. Warehouse traffic is limited to Trowbridge Street.
4. Approval is conditional based on the site plan dated 4.28.15.

Site Plan:

5. Comments and approvals from the city engineer and other reviewers including public works, fire and police are addressed, if any.
6. Agency permits are obtained to complete the work, if any.
7. A text amendment to permit warehousing as a special conditions use in the B-3 District is approved.
8. A special conditions use is approved.

On Monday, July 6, 2015, a public hearing and first reading were held at the Council meeting. A second reading is being held July 20, 2015, as required.

A copy of the review letters from McKenna Associates, engineer, fire and police are attached along with site maps. A hard copy of the site plan is also being provided.

SCOPE OF SERVICES

N/A

JUSTIFICATION

If the proposed text amendment was approved by Council, commercial warehousing is now permitted as a Special Conditions Use in the B-3 District.

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. Revitalize the Michigan Avenue corridor.

COSTS

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

PROJECT TIME TABLE

N/A

RESOLUTION

Resolved by _____ Seconded by _____
that the City of Inkster Council hereby approves a Special Conditions Use (SCU 15-03) and accompanying Site Plan (SP 14-09) for the operation of a commercial warehouse located at 26051 Michigan Avenue in the B-3 District (General Business) with the conditions noted as recommended by the Planning Commission.

Yes:

No:

Absent:

City of Inkster
28215 Trowbridge
Inkster, Michigan 48141



Planning & Economic Development
313-563-9760
313-563-6488 (Fax)

PLANNING COMMISSION PETITION
FOR
SPECIAL CONDITIONS / REGULATED LAND USE

Filing Fee SCU / RLU = \$1,450.00 plus \$6 an acre
Required Public Hearing = \$350.00

Case # 15-03 (SLU/RLU)

TO THE INKSTER CITY PLANNING COMMISSION:

Date Filed 3.26.15

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

PROPERTY IDENTIFICATION

Street Address: 26051 Michigan Ave, Inkster, MI 48141

The property is located on the South side of Michigan Ave Street, Between Beech Dally Street and John Dally Street.

It has frontage of 149 feet, a depth of _____ feet, and comprises of 2.94 acres.

Legal Description: See attachment

Property Owner Midwest Recycling

Address: 26051 Michigan Ave, Inkster, MI 48141

Phone: 313-731-0442 313-304-9099 Fax 313-731-0442

☒ 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 Wholesale/ Warehousing

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.

Abdallah Hachem
Signature of Petitioner
Abdallah Hachem

Printed Name of Petitioner

03/11/2015

Date

Owner / President

Title of Petitioner

313-304-9099

313-731-0442

Petitioner Telephone Number

Petitioner Fax Number

Company's Name Midwest Recycling

Midwest Footwear 1@gmail.com
Petitioner E-Mail Address

Company's Address 26051 Michigan ave, inkster MI 48141

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 12th day of March 2015

My Commission Expires: 4/17/2020

R. W. S.
Notary Public, Wayne County, Michigan

BRIANNE VANDETTE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Comm. Exp. 4/17/2020
Acting in the County of Wayne
Date 3/12/15



PLANNING COMMISSION
PETITION FOR
SITE PLAN REVIEW/SUBDIVISION PLAT

Case # 14-09 (SP)

Date Filed 11.3.14

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: 26051 Michigan Ave The property is located on the West side of Michigan Ave Street, between Beechdale Street and John Daly Street. It has frontage of 228 feet, a depth of 508.46 feet, and comprises 2.65 acres.

Legal Description: AS PER PROPOSED DRAWING. (SEE ATTACH DRAWING)

ZONING - This property is currently zoned B3.

Property Owner: Midwest Real Estate "Abe Hachem"
Address: 26051 Michigan Ave Phone: 313-341-9099 Fax: 313-731-0442
Inkster, MI 48141

- ☒ Yes, I do authorize representatives of the City of Inkster to access the property for the purpose of site (initial) investigation associated with this application.
☒ Yes, I do understand that all building, electrical, plumbing, and fire codes must be met prior to occupancy.
Initial

PROOF OF OWNERSHIP MUST BE ATTACHED TO THIS APPLICATION

PROPOSED USE M-1 Warehouse / STORAGE

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

SITE PLAN REVIEW FOR A WAREHOUSE / STORAGE

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 Abdallah Hachem
Signature of Petitioner [Signature]
Interest in Property 26051 Michigan Ave Inkster MI 48141
Firm _____ Address _____ Phone _____
Fax _____ E-Mail Address _____

Subscribed and sworn to before me this 28th day of October, 2014

My Commission Expires: 04/17/2020

BRIANNE VANDETTE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Comm. Exp. 4/17/2020

Notary Public, Wayne County, Michigan

May 7, 2015

Jeannie Fields, Community Development Manager
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Subject: Midwest Recycling, SCU #1

Location: 26051 Michigan Avenue

Zoning: B-3 General Business

Applicant(s): Abe Hachem

Dear Ms. Fields:

At your request, we have reviewed the above-referenced application for a special conditions use for a proposed commercial warehouse, office, and retail facility in the B-3 District and offer the following comments and findings for your consideration. This review is based on the successful approval an application of a text amendment to permit warehousing as a special conditions use in the B-3 District, with the review standards included in this letter. If the text amendment is not approved the site must comply with the use regulations of the B-3 District and recommendations included in this letter or made regarding a special conditions use to permit warehousing at 26051 Michigan Avenue are void.

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 designates this site as Mixed Use Commercial in the Master Plan. The Michigan Avenue Mixed Use Commercial area is envisioned to be a regional commercial corridor that caters to goods and services that are needed less frequently than convenience needs. Wholesale operations is listed as an example use consistent with the vision of the district. *We find the proposed use to be harmonious 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 landscaping and street trees along Trowbridge and Michigan and the addition of a retail establishment on Michigan will add to the availability of goods for residents. Further, traffic for the warehouse uses will be limited to Trowbridge Ave.
 - 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 and stormwater calculations indicate that no additional detention is required. *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 use 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, east, and west are also zoned B-3. Putting a vacant structure to a productive use, consistent with the Master Plan, will add economic vibrancy to the corridor. To the south, are industrial uses zoned M-1. The proposed use of the site makes an appropriate transition between desirable commercial uses on Michigan and industrial uses on Trowbridge.
 - 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 commercial warehouse facility 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.** The site plan as proposed will meet City parking requirements, landscape requirements, and other conditions noted in the review of the proposed Site Plan.
- 2. PROPOSED PENDING APPROVAL – Commercial Warehouse and wholesale operations (§155.113).**
The following standards are applicable to day care facilities:
- a. **The minimum lot or parcel size shall be two acres.** This requirement is met.
 - b. **The type and quantity of traffic generated by the operation shall be compatible with the permitted retail uses in the district.** Michigan Avenue is a Class A, US Highway and State Trunkline with capacity to handle traffic generated by the proposed use. Further, conversations with the applicant indicated that delivery vehicles would be limited to small trucks, roughly the size of a UPS vehicle. Warehouse deliveries are proposed to be consolidated to the Trowbridge entrance to limit the impacts of the warehousing uses on Michigan Avenue. *We recommend limiting warehouse traffic to Trowbridge as a condition of approval.*
 - c. **Ingress and egress shall be provided so as not to conflict with adjacent business uses or adversely affect traffic flow on adjacent businesses.** As mentioned above, warehouse traffic is proposed to be limited to Trowbridge and parking for the proposed retail will be accessed on Michigan Ave.

- d. **Planning Commission may require a traffic impact study and a traffic management plan.** We do not recommend requiring a traffic impact study as the site plan has adequately addressed traffic impact and site circulation.
- e. **The hours of operation shall be reviewed and approved by Planning Commission in consideration of potential negative impacts, including but not limited to, trucking and shipping, noise, odor, air quality, dust, spillage, glare, etc.** The hours of operation are proposed to be 8 a.m. to 5 p.m., Monday through Saturday. A note on the site plan indicates that traffic, noise, smoke, odors, and other nuisances will not infringe on the public health, safety, and welfare.
- f. **Open air storage is not permitted and truck parking is not permitted outside of designated loading spaces.** The proposal does not include any open air storage and two loading spaces are designated on the site plan.
- g. **Planning Commission may determine that landscaping and screening is required.** Based on the proposed site plan we find the landscape and screening to be sufficient. *We recommend that approval of the special conditions use be conditional based on the site plan dated 4/28/15.*
- h. **A minimum of 10% of the floor area, or 1000 sq. ft., whichever is less, shall be used for accessory retail and office uses, which shall be primarily accessed via the front yard.** The floor plan includes approximately 3300 s. f. of office and retail, to be accessed from Michigan Avenue.
- i. **Adequate parking shall be provided based on the parking requirements for wholesale establishments and any other accessory uses. Planning Commission may modify parking standards based on a parking study.** Parking requirements are met.
- j. **Wherever the off-street parking is adjacent to land zoned for residential purposes, a continuous obscuring wall of four and one-half feet in height shall be along the sides of the parking area adjacent to the residentially zoned land. The wall shall be further subject to the provisions of § 155.074.** No adjacent land is zoned residential.

RECOMMENDATION

At this time we recommend that Planning Commission recommend approval of the special conditions use for a commercial warehouse by City Council, subject to the following conditions:

1. A Zoning Amendment is approved to permit commercial warehousing in the B-3 District subject to the proposed review standards (§155.113) included in this letter.
2. The review of all City Departments and comments made at public hearings are consistent with the findings of this letter.
3. Warehouse traffic is limited to Trowbridge Street.
4. Approval is conditional based on the site plan dated 4/28/15.

Respectfully submitted,

McKENNA ASSOCIATES



Paul Lippens, AICP
Principal Planner

May 7, 2015

Jeannie Fields, Community Development Manager
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Subject: Midwest Recycling, SPR #4

Location: 26051 Michigan

Zoning: B-3 General Business

Applicant(s): Abe Hachem

Dear Ms. Fields:

At your request, we have reviewed the above-referenced application and site plan dated 4/28/2015 for the proposed Midwest Recycling facility, and offer the following comments for your consideration.

DESCRIPTION OF THE SITE

Midwest Recycling will be located at 26051 Michigan Avenue (full legal description on site plan). The site totals 2.65 acres. The lot contains a 44,100 sq. ft. building with 40,256 sq. ft. of warehousing space to be used for warehousing activities related to retail/wholesale distribution of clothing. The applicant proposes that the front of the building, about 3,300 sq. ft. will be used for office and retail uses.

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

	Existing Land Uses	Current Zoning	Future Land Use Designation
Site	Warehouse/Office	B-3, General Business District	Mixed Use Commercial
North	Commercial	B-3, General Business District	Mixed Use Commercial
South	Warehouses	M-1, Light Industrial	Research and Technology
East	Motel/Liquor	B-3, General Business District	Mixed Use Commercial
West	Motel/Parking	B-3, General Business District	Mixed Use Commercial

REVIEW COMMENTS

- 1. Zoning and Use (§155.047(D)(2)).** The site is currently zoned B-3, and the applicant has filed a text amendment application to permit the warehousing activity on the site. This review is based on the successful approval an application of a text amendment to permit warehousing as a special conditions use in the B-3 District. If the text amendment is not approved the site plan must be revised to comply with the use regulations of the B-3 District.

The B-3 district has no minimum front yard, rear yard, and interior side yard setback requirements, so 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. The B-

3 District is intended to provide uses that cater to the shopping needs of the City's surrounding communities. The front of the building dedicated to retail uses and office uses. Offices and retail uses are permitted in the B-3 District.

2. **Architectural Features (§155.072).** The existing building color is red and beige brick, which complies with the exterior color standards of §155.072(F), no changes are proposed.
3. **Landscaping (§155.073).** The applicant proposes street trees and shrubs along Michigan and Trowbridge. Pursuant to §155.073, the following items are addressed:
 - a. Street trees are required per section §155.073(G) to be placed every 40 ft. along public streets. This site has frontage along both Trowbridge and Michigan Ave. Based on the lot width of 229 ft. 6 street trees are required along Michigan and 6 trees are required along Trowbridge. The applicant proposes 6 Red Maple trees along Michigan and 6 Honey Locust trees along Trowbridge. This requirement is met.
 - b. Additionally, the site plan proposes 6 Juniper along Trowbridge and 6 along Michigan to add to the street frontage landscaping.
 - c. No one species of tree or shrub shall comprise more than 50% of the total plantings. This requirement is met.
 - d. A landscape note indicates all shrubs and trees will meet the minimum height and caliper dimensions of §155.073(D)(6).
 - e. Per Section §155.073(F), an irrigation note is included on the site plan.
 - f. A right-of-way permit may be required for street trees along Michigan.
4. **Waste Receptacle (Dumpster) or Storage Screening (§155.075).** The site plan shows a dumpster and enclosure southwest of the site.
 - a. The site plan notes that the outdoor waste receptacle area located in the rear yard, is surfaced with concrete 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.
5. **Exterior Lighting (§155.076).** The applicant has proposed exterior building mounted lamps. A note on the plan indicates that all lighting will be shielded and downward facing and illumination levels will not 0.3 foot-candles along any lot line.
6. **Off-Street Parking (§155.077) and Circulation.** The parking requirement for warehouses is 5 spaces plus 1 per employee or 1 per 2000 sq., whichever is greater. Based on 40,256 sq. ft., 25 spaces are required (5+20). Additionally, the parking requirement for office is 1 space per 250 sq. ft. and the parking requirement for retail is 5 spaces plus 1 space per 175 sq. ft. The site plan indicates 3000 sq. ft. of office (12 spaces required) and 300 sq. ft. of retail (7 spaces required). The parking required is 44 spaces, including 2 handicap spaces. The plan proposes 44 spaces, including 3 handicap spaces. This requirement is met.
7. **Off-Street Loading and Unloading (§155.079).** Buildings between 20,000 sq. ft. and 100,000 sq. ft. are required to provide 1 off-street loading space of 10 ft. by 70 ft. per 20,000 sq. ft. of building area. Two (2) loading spaces must be provided. The length of the space can be reduced to 35 ft. upon recommendation of the City Planner. The site has a loading zone designated on the south side

of the building by the loading bays. Two (2) loading spaces are designated in this area and dimensions are to be included on the site plan.

8. **Drainage, soil control, sedimentation, utilities.** We defer to the City Engineer on review of these items.
9. **Comments and Approvals from Other Departments and Agencies.** All applicable City departments and consultants should review the site plan and identify any remaining issues. Any permits from outside agencies should also be obtained, if required.

RECOMMENDATION

At this time we recommend that Planning Commission approves the site plan for 26051 Michigan Avenue subject to the following conditions:

1. Comments and approvals from the City Engineer and other reviewers, including Public Works, and Fire Department, and Police Department are been addressed, if any.
2. Agency permits are obtained to complete the work, if any.
3. A text amendment to permit warehousing as a special conditions use in the B-3 district is approved.
4. A special conditions use is approved.

Respectfully submitted,

McKENNA ASSOCIATES



Paul Lippens, AICP
Principal Planner



**TUCKER, YOUNG,
JACKSON, TULL, INC.**

CONSULTING ENGINEERS
615 GRISWOLD ST. • SUITE 800
DETROIT, MICHIGAN 48226
(313) 963-0612 FAX (313) 963-2156

May 18, 2015

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

Attn: Jerome Bivins

Regarding: 14-09 (SP)/26051 Michigan Avenue, Midwest Recycling
Final Review

Dear Mr. Bivins:

Tucker, Young, Jackson, Tull, Inc. (TYJT) has completed a review of the plans dated March 24, 2015 for the above referenced project.

The submitted plans are recommended for acceptance and approval as noted:

The composite runoff coefficient for the existing conditions of the site is approximately equal to the composite runoff coefficient for the proposed conditions. Make the following corrections:

1. The total area of the site based on the values for A1 through A7 is 110426 square feet. The total area for the existing and proposed conditions should be the same.
2. Revise the total area for the proposed A1, parking/crushed asphalt area. It should be approximately equal to the existing A1 area minus the proposed A7 area.
3. Divide the existing A2 area into half: half crushed asphalt and half paved area. This is more representative of the existing condition.
4. Revise the runoff coefficient value for crushed asphalt per the MDOT Drainage Manual. It should be between 0.5 and 0.7. See page 3-20 of the manual attached.
5. See a sample of the revised composite runoff coefficients calculation attached.

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

Sincerely,

TUCKER, YOUNG, JACKSON, TULL, INC.

A handwritten signature in black ink that reads "Carrie Loya-Smalley". The signature is written in a cursive, flowing style.

Carrie Loya-Smalley, P.E.
Project Engineer

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

Table 3-1 Runoff Coefficients for Rational Formula

Type of Drainage Area	Runoff Coefficient, C*
Concrete or Asphalt Pavement	0.8 – 0.9
Commercial and Industrial	0.7 – 0.9
Gravel Roadways and Shoulders	0.5 – 0.7
Residential – Urban	0.5 – 0.7
Residential – Suburban	0.3 – 0.5
Undeveloped	0.1 – 0.3
Berms	0.1 – 0.3
Agricultural – Cultivated Fields	0.15 – 0.4
Agricultural – Pastures	0.1 – 0.4
Agricultural – Forested Areas	0.1 – 0.4

For flat slopes or permeable soil, lower values shall be used. For steep slopes or impermeable soil, higher values shall be used. Steep slopes are 2:1 or steeper.

From Michigan State Administrative Rules R 280.9.

Composite Runoff Coefficient Calculation

		Existing			Proposed		
		Square Ft	C	CA	Square Ft	C	CA
Parking/Crushed Asphalt	A1	37418	0.85	31805.3	33023	0.85	28069.55
West Parking	A2	17980	0.95	17081	17980	0.95	17081
Half Broken Conc.	A2						
Roof	A3	43806	0.95	41615.7	43806	0.95	41615.7
Front Parking	A4	3489	0.95	3314.55	3489	0.95	3314.55
Grass East	A5	4352	0.25	1088	4352	0.25	1088
Front Grass	A6	3381	0.25	845.25	3381	0.25	845.25
New Landscaped Areas	A7				6531	0.25	1632.75
TOTAL		110426		95749.8	112562		93646.8

Composite C 0.867095

Composite C 0.831957
Revised 0.84805

Correct total area

Total area for existing and proposed should be the same.

The proposed A1 area should be approximately equal to the difference between the existing A1 area and the proposed A7 area.

Revised Runoff Coefficient Calculation

	Existing Corrected			Proposed Corrected		
	Square Ft	C	CA	Square Ft	C	CA
	37418	0.5	18709	30887	0.5	15443.5
	8990	0.95	8540.5	17980	0.95	17081
	8990	0.5	4495			
	43806	0.95	41615.7	43806	0.95	41615.7
	3489	0.95	3314.55	3489	0.95	3314.55
	4352	0.25	1088	4352	0.25	1088
	3381	0.25	845.25	3381	0.25	845.25
				6531	0.25	1632.75
	110426		78608	110426		81020.75

Composite C 0.711861

Composite C 0.733711

Divide area A2 into two approximately equal areas to reflect the existing condition.

C value for crushed asphalt/concrete should be 0.5 to 0.7

INKSTER FIRE DEPARTMENT

Memorandum

To: Jeannie Fields, Community Development Mgr.

From: John Adams, Fire Chief

Date: May 15, 2015

Re: 14-09 (Z) 14-09 (SP) 26051 Michigan Ave.

Enclosed are the Fire Department requirements regarding the Proposed Warehouse and Retail at 26051 Michigan Ave.

Address to be installed so that it can be seen easily by approaching Fire Apparatus.
The numbers are to be at least 6 inches in height (Can be larger)
(IFC 505)

All exit doors from the building must have working Exit signs with Emergency lights that have battery back up (IFC 1011, 604/1006)

**Emergency lighting needed in the Warehouse Area for emergency egress.
(IFC 604/1006)**

10 Lb. ABC Dry Chemical Fire Extinguishers needed - To be mounted in the Warehouse area marked with a signs indicating their location every 75 feet, no higher then 48 inches from the floor and 1 for the front area of the store (IFC 906)

Fire Suppression is required to cover the warehouse and front retail section of the building (IFC 903)



John D. Adams | WW-FA | Chief Operating Officer
37201 Marquette | Westland, MI 48185
Phone: | Fax: | Email: JAdams@ww-fa.com



INKSTER POLICE DEPARTMENT
Inter-Office Memorandum

May 14, 2015

To: M. Jeannie Fields, Community Development Manager

Subject: **Preliminary Site Review:**
26051 Michigan Ave.
Commercial Warehouse in B-3 General Business District

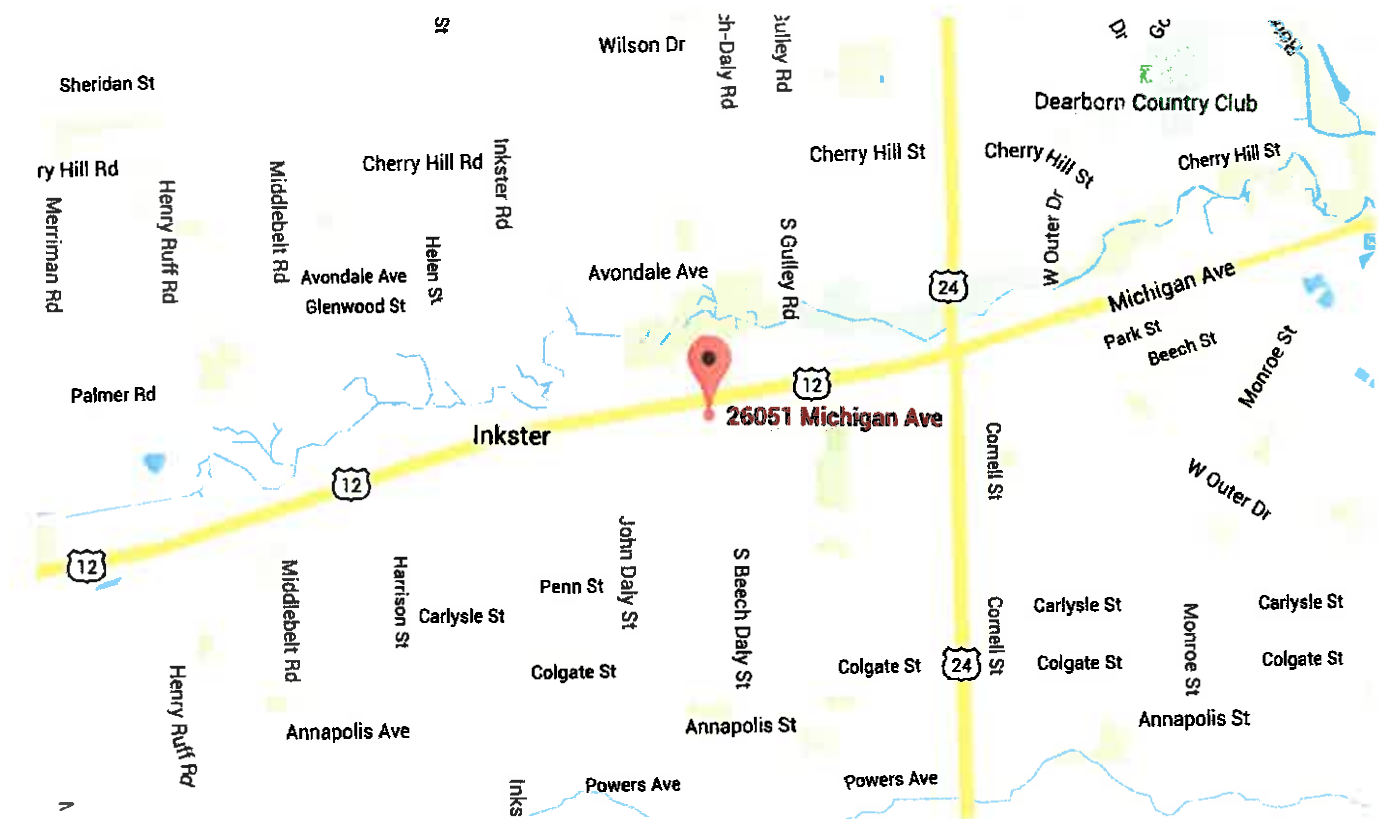
I have reviewed the above listed preliminary site plan. The Police Department has no concerns with the site plan as it is presented.

If you have any questions or concerns, please contact my office at 313.563.9873.

A handwritten signature in blue ink, appearing to read "Dr. Thomas", written over a horizontal line.

DR. JOSEPH E. THOMAS, JR.
CHIEF OF POLICE

26051 Michigan Ave
26051 Michigan Ave, Inkster, MI 48141



2005/12/12
M.H. HARRIS

ZONING MAP

City of Inkster, Michigan

Districts

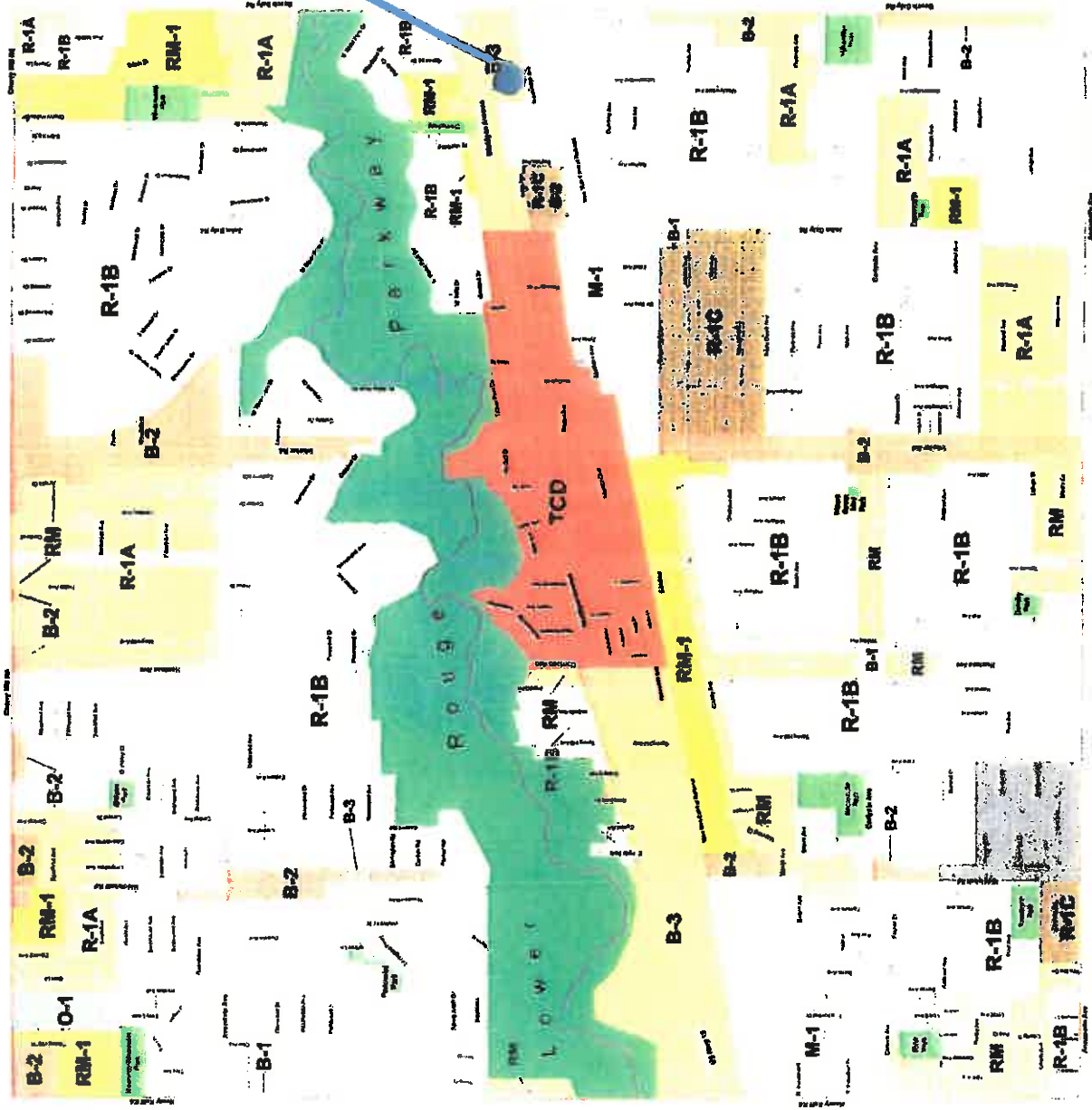
- R-1A One Family Residential District
- R-1B One Family Residential District
- R-1C One Family Residential District
- RM Restricted Multiple Dwelling District (Low Rise)
- RM-1 Multiple Family Residential District (Low Rise)
- O-1 Office District
- B-1 Local Business District
- B-2 Thoroughfare Mixed-Use 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



Scale: 1" = 100'

Handwritten signatures and initials

CITY OF INKSTER
INKSTER, MICHIGAN
WADE TRIM
2005/12/12



REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: July 13, 2015

From: M. Jeannie Fields *MJF*
Community Development Manager

Date for Council Consideration: July 20, 2015

ACTION REQUESTED: Consider approval of offer to purchase (Case # LD15-6) Vacant Walnut and 3741 Walnut which are located on the east side of Walnut between Carlisle and Andover and are legally described as Lot 146 also W ½ Adj Vac Alley and Lot 147 also W ½ Adj Vac Alley Inkster Gardens Sub T2S R9E L84 P73 WCR (Property ID #44-014-03-0146-000 and 44-014-03-0147-000 respectively) in the total amount of \$1,750 to Key Management (Kimani Powell).

Current Action X Emergency Future

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

Treasurer's Approval *MDS*

BACKGROUND INFORMATION

In June of 2013, the Wayne County Treasurer deeded property commonly known as 3741 Walnut to the City of Inkster as foreclosed property. The vacant lot on Walnut was acquired by the City of Inkster in 2007.

Key Management (Kimani Powell) made application to purchase the residential property located at 3741 Walnut and the vacant lot next door which are located on the east side of Walnut between Carlisle and Andover and is legally described as Lot 146 also W ½ Adj Vac Alley and Lot 147 also W ½ Adj Vac Alley Inkster Gardens Sub T2S R9E L84 P73 WCR (Property ID #44-014-03-0146-000 and 44-014-03-0147-000 respectively) in the total amount of \$1,750. The property is situated near the end of the block (see attached maps). A picture of 3741 Walnut is also attached. It is being purchased as rental property (investment) and the vacant lot will be additional land next to the house.

SCOPE OF SERVICES

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

JUSTIFICATION

The property is located in the R-1B zoning district (One Family Residential). The intended use for the property is an authorized use. The applicant is offering to purchase the subject property for a total price of \$1,750 (3741 Walnut @ \$1,500 and Vacant Walnut @ \$250). A Comparative Analysis was performed for the property (see attached). 3741 Walnut is 774 sq. ft. This district requires 60 feet of frontage for a "buildable" lot. The vacant parcel is 35 feet wide which means it is non "buildable".

PROJECT OR IMPROVEMENT TASK

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

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

COST

The applicant has deposited \$600 for 3741 Walnut and \$100 for Vacant Walnut and is offering the total purchase price of \$1,750.

RESOLUTION

Authorization is hereby given for the sale of Vacant Walnut and 3741 Walnut which are located on the east side of Walnut between Carlyle and Andover and are legally described as Lot 146 also W ½ Adj Vac Alley and Lot 147 also W ½ Adj Vac Alley Inkster Gardens Sub T2S R9E L84 P73 WCR (Property ID #44-014-03-0146-000 and 44-014-03-0147-000 respectively) in the total amount of \$1,750 to Key Management (Kimani Powell) subject to the following conditions:

- Obtain a Certificate of Occupancy/Compliance prior to moving someone into the property.
- Complete closing on the property within 30 days by paying the balance of the price of sale (\$1,050), paying the cost of recording the deed (\$21), entering into a purchase agreement, and executing a property transfer affidavit.

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

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$ 600.00
Date Received 4.29.15
Case # 15-6

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Key Management (Kimani Powell)

Applicant's Address 29514 Annapolis Inkster MI 48141

Applicant's Phone Number: 313 915-1809

Proposed Owner's Name (as indicated on deed): Key Management

PROPERTY INFORMATION -- Purchase Offer \$ 1000.00

Property Location: on EAST side of WALNUT Street/Avenue

Between CARLYLE Street/Avenue and ANDOVER Street/Avenue

Tax ID, Legal Description, and Address if Structure 44014030147000

36C147 Lot 147 Also W 1/2 Adj VAC Alley Inkster Gardens

Sub T2S R9E L48 P13 WCR - 3741 WALNUT

Parcel Size: 36 x 100 (Width) 36 X (Length) 100 Current Zoning Res.

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

Summary of Proposed Use: Rental Property (Investment)
Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$ 600 .00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

Kimani Powell
Applicant's Signature

4-26-15
Date

[Signature]
Broker's Name



Deposit/Administrative Fee Received \$ 100.00
Date Received 6.16.15
Case # 15-6 (ADDED ON)

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Key Management
Applicant's Address 29514 ANNAPOLIS INKSTER, Michigan 48141
Applicant's Phone Number: 313 915-1809
Proposed Owner's Name (as indicated on deed): _____

PROPERTY INFORMATION - Purchase Offer \$ 250,000

Property Location: on EAST side of WALNUT Street/Avenue
Between CARLYLE ST Street/Avenue and ANDOVER Street/Avenue
Tax ID, Legal Description, and Address if Structure 44014030140000

Legal Description - 36C146 LOT 146 ALSO W 1/2
ADJ VAC ALLEY INKSTER GARDENS SUB T2S R9E L48 P13 WCE
Parcel Size: 38X 106 (Width) 38 X (Length) 106 Current Zoning Residential R-1B
REAR 37ft WIDTH

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

Summary of Proposed Use: Additional land next to house.
Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$ 100 .00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

Simone Powell - Key Management, LLC
Applicant's Signature

June 16, 2015
Date

Stephanie Zyl
Broker's Name



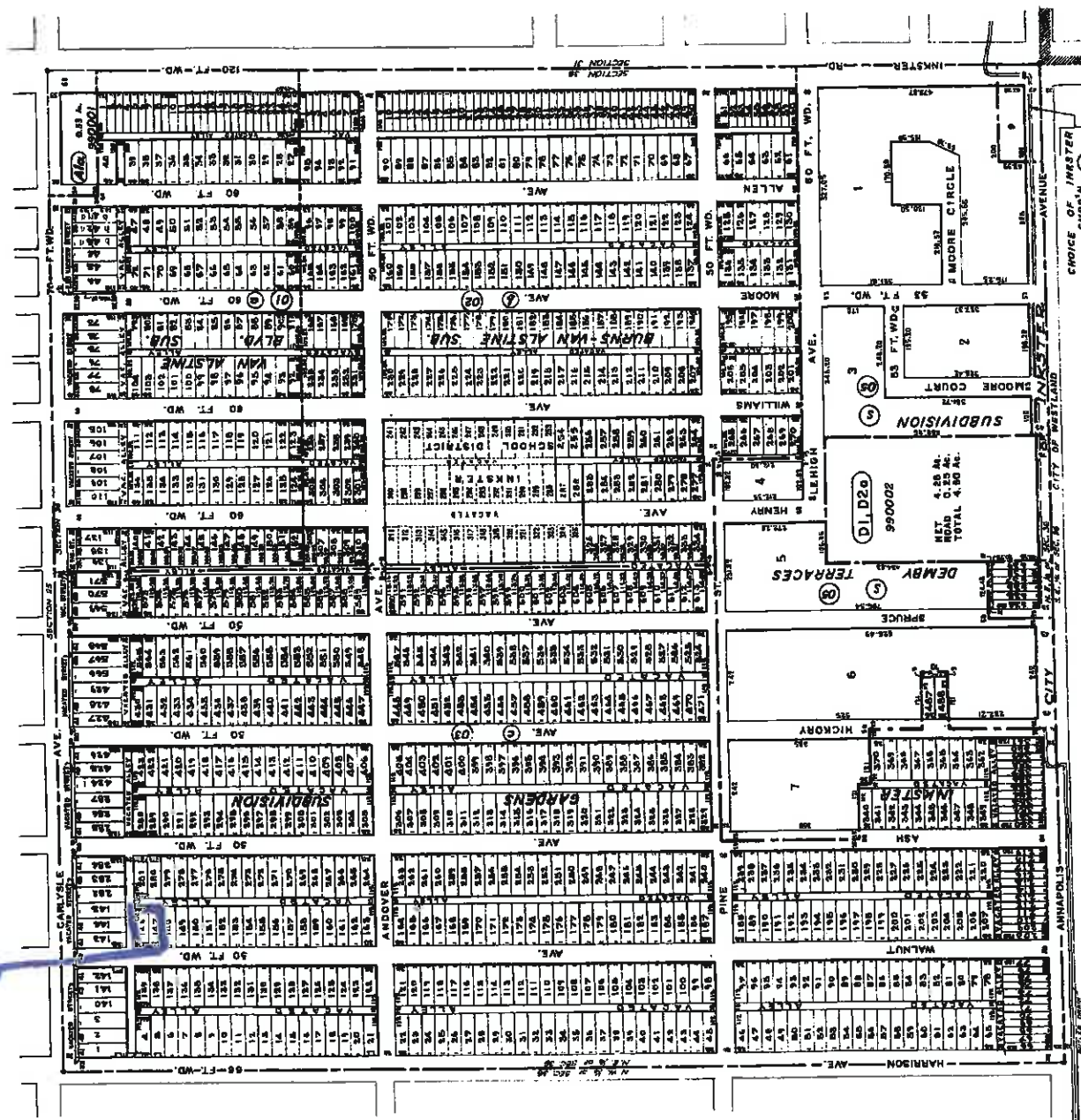
44 014 03 0147 000

3741 WALNUT

01-29-2015

3741 WALNUT & VACANT

82-08-362



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

SCALE 1 INCH = 200 FEET

DEPARTMENT OF MANAGEMENT AND BUDGET
ASSESSMENT AND EQUALIZATION DIVISION

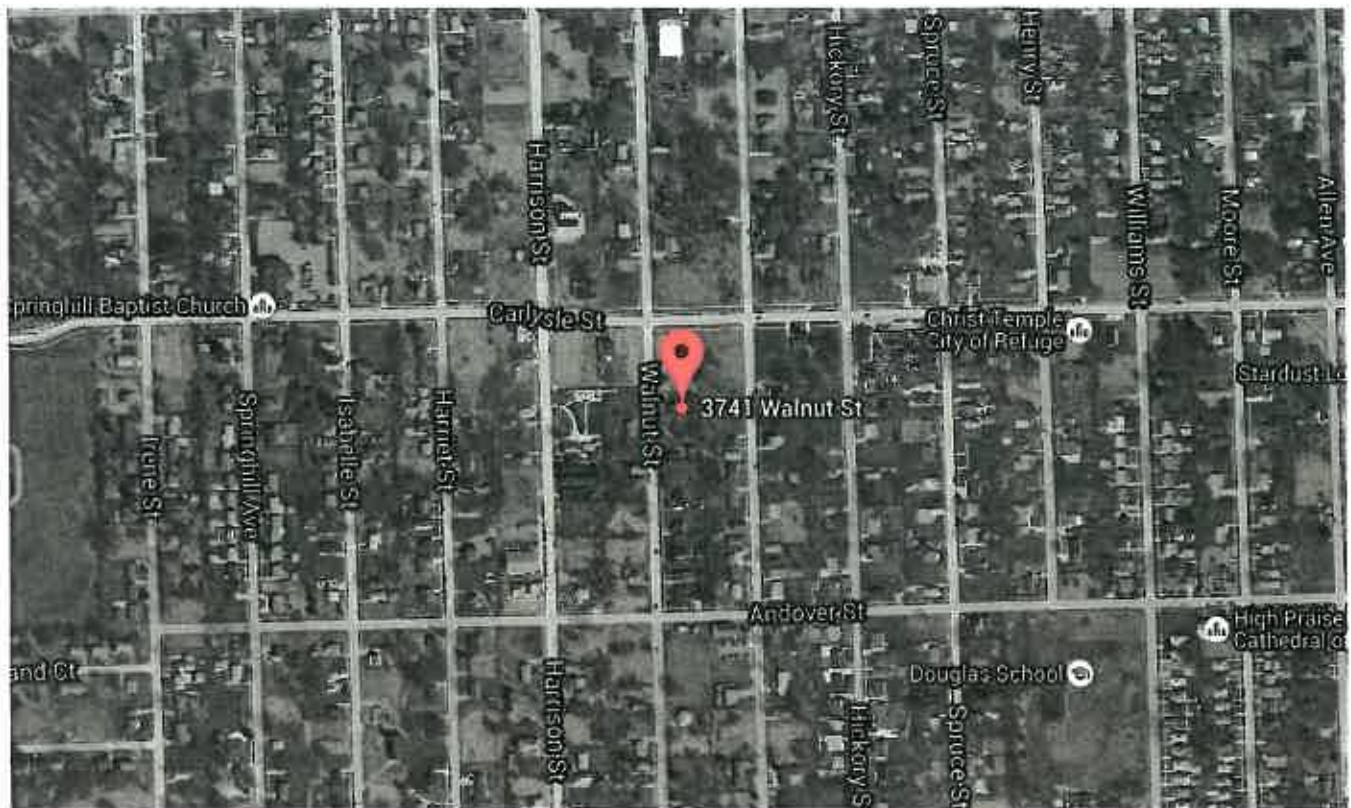
© 2005 COUNTY OF WAYNE, STATE OF MICHIGAN

ALL DIMENSIONS SHOWN ON THIS MAP ARE BASED ON THE INFORMATION PROVIDED BY THE SUBMITTER. THE SUBMITTER WARRANTS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF HIS OR HER KNOWLEDGE. THE COUNTY OF WAYNE, STATE OF MICHIGAN, DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. THE COUNTY OF WAYNE, STATE OF MICHIGAN, SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS MAP.

3741 Walnut St
3741 Walnut St, Inkster, MI 48141



3741 Walnut St
3741 Walnut St, Inkster, MI 48141





Comparative Market Analysis

3741 Walnut
Inkster, 48141

Monday, June 8, 2015

Summary of Comparable Listings

This page summarizes the comparable listings contained in this market analysis.

Sold Listings

Address	Price	Bds	Bths Full	Ttl Sqft	Lot Sz	Sold Date	\$\$/Sqft	CDOM	ADOM
3741 Walnut									
3517 ASH Street	\$1,900	2	1	638		05/23/2014	\$2.98	111	111
26640 NEW YORK Street	\$2,200	2	1	800	0.13	09/02/2014	\$2.75	24	13
3907 BAYHAN Street	\$2,600	3	1	1,075	0.16	05/09/2014	\$2.42	100	100
Averages:	\$2,233	2.3	1.0	838	0.15		\$2.72	78	75

	Low	Median	Average	High	Count
Comparable Price	\$1,900	\$2,200	\$2,233	\$2,600	3
Adjusted Comparable Price	\$1,900	\$2,200	\$2,233	\$2,600	3

On Average, the 'Sold' status comparable listings sold in 75 days for \$2,233





Comparative Market Analysis

3741 Walnut
Inkster, 48141

Monday, June 8, 2015

CMA 3-Up Comparison w/ Subject

This page outlines the subject property versus comparables in a 3-column format.

			
MLS #		214000257	214002110
Property Type		Residential	Residential
Status		Sold	Sold
Street Address	3741 Walnut	3517 ASH Street	3907 BAYHAN Street
Town	Inkster	Inkster	Inkster
ZIP	48141	48141-2931	48141-3244
County		Wayne	Wayne
Subdivision		WESTWOOD HEIGHTS SUB	MIKAB SUB
Sq Ft		638	1,075
Acreage			0.16
Lot Features			
Year Built		1931	1952
Beds		2	3
Baths (F/H)		1 / 0	1 / 0
Style		Ranch	Ranch
Original Price	\$0	\$2,900	\$14,900
Listing Date		01/02/2014	01/07/2014
Listing Price	\$0	\$2,100	\$7,900
Price per SqFt	\$0.00	\$2.98	\$2.42
Sold Date		05/23/2014	05/09/2014
Sold Price	\$0	\$1,900	\$2,600
CDOM		111	100
Taxes Paid	(W)	\$484 (S)/\$420 (W)	\$3,013 (S)/\$1,724 (W)
School District		Inkster	Westwood
Cooling		Other	Forced Air
Heating		No	No
Garage		No	No
Basement		No	No
Basement Type			
Fireplace			
Remarks		**MULTI OFFERS HIGHEST & BEST DUE 5/2** Take a look at this 2 bedroom brick ranch! Features include dining room, nice size bedrooms and quick access to main roads! This is a Fannie Mae Homepath property.	Cute ranch that is priced to sell.





Comparative Market Analysis

3741 Walnut
Inkster, 48141

Monday, June 8, 2015

CMA 3-Up Comparison w/ Subject

This page outlines the subject property versus comparables in a 3-column format.

		
	No Picture Available	
MLS #		214066344
Property Type		Residential
Status		Sold
Street Address	3741 Walnut	26640 NEW YORK Street
Town	Inkster	Inkster
ZIP	48141	48141-2522
County		Wayne
Subdivision		WESTWOOD SUB OF VAN ALSTINE
Sq Ft		800
Acreage		0.13
Lot Features		
Year Built		9999
Beds		2
Baths (F/H)		1 / 0
Style		Ranch
Original Price	\$0	\$2,200
Listing Date		07/03/2014
Listing Price	\$0	\$2,200
Price per SqFt	\$0.00	\$2.75
Sold Date		09/02/2014
Sold Price	\$0	\$2,200
CDOM		24
Taxes Paid	(W)	\$508 (S)/\$877 (W)
School District		Westwood
Cooling		Forced Air
Heating		No
Garage		No
Basement		No
Basement Type		No
Fireplace		No
Remarks		Property to be sold subject to 24 CFR206.125. LA has no prior knowledge of property. BUYER RESPONSIBLE TO PAY AND ORDER CITY INSPECTION PRIOR TO CLOSING. PROPERTY SOLD IN AS IS CONDITION.





Minimums and Maximums

This page summarizes key fields of the listings in this analysis.

The listings in this analysis can be summarized as follows:

Listing Price between \$2,100 and \$7,900

Selling Price between \$1,900 and \$2,600

2 to 3 Bedrooms

1.00 Full Bathroom

638 to 1,075 Square Feet

\$2.75 to \$7.35 per Square Foot

\$2 to \$3 per Sold Square Foot

Year Built between 1931 and 9999 years

24 to 111 Cumulative Days on Market



REQUEST FOR COUNCIL ACTION

To: Richard Marsh – City Manager

Date: July 13, 2015

From: M. Jeannie Fields *MF*
Community Development Manager

Date for Council Consideration: July 20, 2015

ACTION REQUESTED: Consider approval of the July 1, 2015 – June 30, 2020 Charter County of Wayne Contract for CDBG funding in the amount of \$241,708.44 for the HUD Funding Program Year 2015 (July 1, 2015 – December 31, 2016).

Current Action X Emergency Future

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

Treasurer's Approval *MF*

BACKGROUND INFORMATION

A public hearing was held during the City Council Meeting on January 5, 2015 and January 20, 2015, per Department of Housing and Urban Development (HUD) guidelines. Two (2) public hearings were required. An approval of the Proposed Final Statement was received January 20, 2015, and an application was submitted to Wayne County in the amount of \$209,482. The application was approved for funding and the allocation was raised to \$241,708.44. Per Wayne County's recommendation, the original request was based on the FY 2014 – 2015 allocation from the County.

SCOPE OF SERVICES

Acceptance of Year 2015 - 2016 Charter County of Wayne CDBG Contract in the amount of \$241,708.44 for the time frame beginning July 1, 2015 – Dec 31, 2016, for the following activities:

- Administration - \$24,170.84
- Code Enforcement - \$142,112.00
- Housing Rehab - \$44,003.60
- Public Services - \$31,422.00

The allocations identified above were modified from the request in the application (increase of \$32,226.44). Housing rehabilitation was increased by \$29,003.60 and Administration was increased by \$3,222.84.

JUSTIFICATION

These activities fall under HUD's National Objective as required by the County: 1) Benefits low and moderate income persons, 2) Aids in the prevention or elimination of slums or blight, or 3) Meets a need having a particular urgency.

PROJECT OR IMPROVEMENT TASKS

Improve and promote the Image of Inkster by improving communities or neighborhoods, helping to make them livable or viable by providing benefits to low and moderate income persons or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

COSTS

All costs are reimbursable through the grant.

PROJECT TIME TABLE

July 1, 2015 – December 31, 2016.

RESOLUTION

Authorization is hereby given to accept the July 1, 2015 – June 30, 2020, Charter County of Wayne Contract for CDBG funding in the amount of \$241,708.44 for the HUD Funded Program Year 2015 (July 1, 2015 – December 31, 2016).

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

SUBRECIPIENT AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BETWEEN THE
CHARTER COUNTY OF WAYNE
AND
THE CITY OF INKSTER

Term July 1, 2015 through June 30, 2020

Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT ("the " Agreement") is made and approved as of this 1 day of July, 2015, by and between the Charter County of Wayne, acting through Wayne County Community Development Division, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the "Recipient or County") and the city of Inkster, whose address is 26215 Trowbridge Street, Inkster, MI 48141 (the "Subrecipient").

Mutual Understandings

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development ("HUD") to be the recipient of Community Development Block Grant ("CDBG") Funds as an "Urban County" pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program in the amount of up to Two Hundred Forty One Thousand, Seven Hundred and Eight Dollars and Forty Four Cents (\$241,708.44) to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2015 starting July 1, 2015.
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient ("Parties") by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1

Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent:

- 1.01 **"Agreement"** means this document its final form as executed by the County and Subrecipient.
- 1.02 **"CDBG"** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **"CDBG Funds"** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities. The CDBG Funds contemplated for this Agreement are Two Hundred and Forty One Thousand, Seven Hundred and Eight Dollars and Forty Four Cents (\$241,708.44).
- 1.04. **"City"** means the following:
 - (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
 - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **"Closing or Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **"Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient.
- 1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **"LMI"** shall mean low and moderate income.
- 1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **"Recipient"** or **"County"** shall mean the County of Wayne,
- 1.16. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD at 24 CFR Part 570.503 subpart A, C, D, I, J, K, and O or section 570.405 92, as the same may be amended from time to time.
- 1.17. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.
- 1.18. **"Subrecipient"** shall mean the city of Inkster, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development Act

2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG but any eligible activity under CDBG Rules and Regulations that is not listed below may be allowed under this Agreement:

(a) Acquisition. Acquisition in whole or in part by the Subrecipient, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of 24 CFR 570.207;

(b) Disposition. Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR 570.504;

(c) Public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in §570.207(a), carried out by the Subrecipient. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b);

(d) Clearance and remediation activities. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205;

(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime

prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan;

(f) Interim assistance.

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the Subrecipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

- (i) Repairs to streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and
- (ii) The implementation on a short term basis of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief elected official of the Subrecipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

- (i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;
- (ii) The clearance of streets, including snow removal and similar activities, and the improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions;

(g) Payment of non-Federal share. Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) Urban renewal completion. Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) Relocation. Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) Loss of rental income. Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) Housing services. Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) Privately owned utilities. CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) Construction of housing. CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) Homeownership assistance. CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o) Special Economic Development. The provision of assistance either through the Subrecipient directly or through public and private organizations, agencies, and other Subrecipients (including nonprofit and for-profit Subrecipients) to facilitate economic development by:

1. Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

2. Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

3. Providing general support, including, but not limited to, peer support programs,

4. Counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

5. Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the Subrecipient or Subrecipient to carry out the activities under this paragraph (o).

(p) Technical assistance. Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The Subrecipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can

reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) Assistance to institutions of higher education. Provision of assistance by the Subrecipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under CDBG guidelines.

2.03 National Objectives.

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low and moderate income persons

- a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
 - 1) Area is primarily residential and activity meets LMI needs.
 - 2) Income levels are documented by Census or an approved substitute.
 - 3) Exceptions apply under special circumstances.
- b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:
 - 1) Persons are presumed to be LMI (abused children, elderly, homeless).
 - 2) Assistance is for LMI persons owning or developing microenterprises.
 - 3) Activity is a job training or placement activity. (Conditions do apply.)
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
 - 1) At least 51% of units must be occupied by LMI.
 - 2) Exceptions to the 51% rule are possible under limited circumstances.
- d. (LMJ) Jobs -- activity creates or retains jobs:
 - 1) At least 51% of the jobs must be held by or available to LMI persons.

2. **Aids in the prevention or elimination of slums or blight**
 - 1) Area must have a substantial number of deteriorated buildings.
 - 2) Activity must address one or more conditions contributing to deterioration.
 - 3) Spot Basis -- activity eliminates specific condition of blight in particular instance.
3. **Meets a need having a particular urgency (referred to as urgent need).**
 - 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
 - 2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements

3.01 Description of Work and Deadlines

The Work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A and shall also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds. Any work undertaken by Subrecipient for such eligible activity shall be completed on or before eighteen (18) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. Any extension is subject to the CDBG Appeals Board's approval and will comply with the CDBG Appeals Procedure established by Recipient. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient in the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 CDBG Activity Description

The description of each of the CDBG activity shall be in sufficient detail to provide a sound basis for the Recipient effectively to monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 Transfer or Reallocation

During the term of this Agreement, Subrecipient can transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with the consent from the County.

3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or project not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually

awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement with any accompanying resolutions required for proper authorization within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Recipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 Due Diligence Requirements

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Recipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Recipient.

Section 4

Contractors

4.01 Using Contractors

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

4.02 Contractor Procurement

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, 4 CFR 85.36, and 2 CFR 200.320. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than \$100,000 then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into agreements with contractors or vendors ("contractors").

In order to meet HUD and County CDBG Program requirements, agreements with

contractors must address the following:

1. Scope of services to be provided, consistent with the County Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
 - a. Equal opportunity
 - b. Nondiscrimination
 - c. Labor standards
 - d. Anti-lobbying
 - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing.
11. Provision that Subrecipient will monitor for conformity with its County Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

4.04 Limitation on Term of Contractor Agreements

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

Section 5
Records and Reports

5.01 Records Requirements

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

The Recipient shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Activity Description Records

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low- and Moderate-Income persons; (ii) will aid in the prevention or elimination of slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by this Section 5 and 8 of the Wayne County CDBG

Manual. These reports include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6

Program Income

6.01 Treatment of Program Income

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional Funds by the amount of any such Program Income balance on hand.

6.02 Interest Bearing Account Requirement

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by Funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the grant amount, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted

to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's program year.

Section 7

Use of Real Property

7.01 Use Restrictions

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective. In that event, this Agreement shall be modified to include the instrument and the procedures for discharge.

7.03 Requirement of Notice and Permission for Sale of Property

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance With Law and Specifically Federal Law

Subrecipient shall comply with 24 CFR Part 570.502, Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in Appendix D
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

8.02 Compliance With State and Local Law

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.

- I. All applicable state and local human and civil rights laws.

Section 9

Suspension and Termination

9.01 Termination For No Cause

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives, the grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred

by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Subrecipient in any concurrent, successive or future Agreements between the parties. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipients Duties After Termination

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract Funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Agreement records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of Funds relating to this Agreement.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;

- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

9.04 Records

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement must, at the option of the County, become its exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The County must return all the properties of the Subrecipient to it.

9.05 Failure to Deliver Records

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 Access to Records

Access to the records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Section 10
Reversion of Assets

10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with Funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that Funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

Section 11
Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12

Amendment

12.01 Amendment Requirements

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing and shall only need the approval of the Director of Community Development of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13

Indemnification

13.01 General Indemnification and Hold Harmless Requirement

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

- B. Any failure by the Subrecipient, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 Responsibility for Property Loss

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that the employees or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 Coverage of the term "Recipient"

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

13.04 Independent Contractor Relationship between Recipient and Subrecipient

The relationship of the Subrecipient to the Recipient 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 provisions 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 Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

Section 14

Insurance

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for acquiring the same insurance of their contractors. Any shortfalls in insurance for contractors, specific to housing rehabilitation and new construction, will be the responsibility of the Subrecipient

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the ***Subrecipient*** maintains higher limits than the minimum insurance coverage required in Section 14.01, the ***Subrecipient*** shall maintain the coverage for the higher insurance limits for the duration of the Contract.

14.02 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

14.03 Primary Coverage. For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials,

employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

- 14.04** Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.
- 14.05** Waiver of Subrogation. Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 14.06** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07** All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.
- 14.08** Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:
- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.

- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
 - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.
- 14.09 Verification of Coverage.** Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.
- 14.10 Subcontractors.** Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.
- 14.11 Special Risks or Circumstances.** The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 14.12** The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15

Assignment and Subcontract

15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Subcontractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section 3" requirements if applicable to Subrecipient and to

include the following language in all contract or subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of 24 CFR 85.36. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16
Conflict of Interest

16.01 Covenant of No Conflict of Interest

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 Warranty of Non-Solicitation of County Employees

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities,

may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

Section 17

Notices

17.01 Manner of Notice

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

If to the Subrecipient:

Ms. M. Jeannie Fields, Community Development Manager

City of Inkster

26215 Trowbridge Street, MI 48141

jfields@cityofinkster.com

(313) 563-7709

If to the Recipient:

The Charter County of Wayne

Community Development Division

Economic and Neighborhood Development

30th Floor, Wayne County Building

500 Griswold

Detroit, Michigan 48226-2831

Attention: Community Development Director

17.02 Effect of Notice and Requirements

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

17.03 Special Notices

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

Section 18

Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

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

Section 19

Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20
CDBG Certification

20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21
Authorization / Misc

21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 Signage Requirement

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

21.03 Wayne County Commission Approval Required

This Agreement is effective only upon review and approval by the Wayne County Commission.

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the date first above written.

CITY OF INKSTER

By: _____

Certifying Officer

CHARTER COUNTY OF WAYNE

By: _____

Warren C. Evans
Wayne County Executive

County Commission approved and
Execution Authorized
by Resolution

No. _____

Date: _____

APPENDIX A

CDBG PROJECTS

Grantee	PY 2015 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
Inkster	\$241,708.44	Code Enforcement	\$142,112.00	15	LMA	N/A	City- wide		Create Decent Housing	15-37- 15
		Housing Rehabilitat ion	\$44,003.60	14A	LMH	N/A	N/A		Enhance suitable living environment	15-37- 14A
		Public Service	\$31,422.00	05V	LMA	N/A	N/A		Create Decent Housing	15-37- 05V

		Administration	\$24,170.84	21A	N/A	N/A	N/A	N/A	N/A	15-37-21A
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*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX B

PROGRAM INCOME

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 30th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report. Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

APPENDIX C
CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing – The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

Anti-Displacement and Relocation Plan – The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace – The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The local government's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

- 1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Certifying Officer

Date

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds – To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed

from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

Certifying Officer

Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX D

Federal Funding Accountability and Transparency Act (FFATA)

INFORMATION REQUEST FORM

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

200.331 Checklist

COUNTY DEPARTMENT:

Wayne County Community Development

FISCAL YEAR:

2015

AWARD ID #	AMOUNT

Please complete the following information:

Subawardee DUNS: _____

Subawardee Name (must match name in DUNS): _____

Subawardee Address: _____

Amount of subaward (obligated amount): _____

Subaward Obligation/Action Date: _____

Identification of whether the award is R&D (yes or no):

Subaward Period of Performance Start and End Date

July 01, 2015 to June 30, 2020

Federal Funding Agency ID

Leave Blank

Federal Funding Agency Name

Leave Blank

Federal Award Identification Number (FAIN)

Leave Blank

Wayne County CDBG Program
Subrecipient Contract
Page 55

NAICS code for contracts/CFDA program number for grants:

Subawardee Number: _____

Location of entity (including congressional district):

Subawardee Principal Place of Performance (including congressional district): _____

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? **Please answer YES or NO**

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardee's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? **Please answer YES or NO**

APPENDIX E

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: City of Inkster
Agreement: 2015 CDBG Subrecipient Agreement
Agreement Year: July 01, 2015 through June 30, 2016

1. The Subrecipient certifies to the best of its knowledge and belief, that:
 - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
 - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

#196379

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

WITNESSES:

SUBRECIPIENT

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
_____, on behalf of _____

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

REQUEST FOR COUNCIL ACTION

To: Richard Marsh - City Manager

Date: July 14, 2015

From: Craig Lewis & Denise Champagne

Date for Council Consideration: July 20, 2015

ACTION REQUESTED: Consider approving our request to have the attached ballot language placed on the November 3, 2015 ballot asking voters to approve a renewal of the existing Parks & Recreation Millage (which includes senior services and youth services) and a new senior service millage.

Current Action ☒ Emergency ☐ Future ☐

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

Treasurer's Approval



BACKGROUND INFORMATION

The 10 year millage, which was passed on May 2, 2006, restored Parks & Recreation and Senior Services to full operation, replacing the monies that were cut from the general fund (50% reduction) and allowed some upgrades and expansion to the programs.

In 2010, all general fund dollars were eliminated for Parks & Recreation and Senior Services. The dedicated millage is the only funding source for Parks & Recreation and it is the main funding source for Senior Services.

SCOPE OF SERVICES

Continue operation of Parks & Recreation and Senior Services by renewing the dedicated (2 mills) 10 year millage and passing a 1 mill dedicated millage (10 years) for senior services operations.

JUSTIFICATION

Programs and services for youth, adults and senior citizens would cease and the Dozier Recreation Complex would close. Passage of these millages would ensure operations would continue and services would be maintained due to adequate funding for Parks & Recreation and Dozier Building Operation. Supportive services to senior citizens in our community would be enhanced.

PROJECT OR IMPROVEMENT TASKS

Approval to have these two proposals placed on the ballot will allow us to move forward with our campaign to educate the voters and work towards passage of both millages. Input from both respective Commissions and from residents would be gathered as part of this education process

to formulate plans to improve services and programs for both Parks & Recreation and Senior Services.

COSTS

<u>Millage Information:</u>	<u>Renewal</u>	<u>New Senior Services Dedicated Millage</u>
Amount to be generated:	\$400,000	\$200,000
Cost Per Homeowner	\$32.52	\$16.26

TOTAL COST FOR BOTH MILLAGES (3 MILLS), IF PASSED:	\$ 48.78
COST OF 2 MILLS PASSED IN 2006	\$ 52.62

The dollars generated from the original millage were drastically decreased due to the reduction in property values that the City has experienced since 2008. We are ending the final year of the millage with only \$400,000 available for use by Parks & Recreation for programs and services, operation of the Dozier Recreation Complex and Senior Services as compared with the \$680,000 that was available in 2006. With the complete elimination of the general funds dollars in 2010, it has been very difficult to maintain services. Passage of these millage requests would allow our programs to continue as well as provide the opportunity to expand and improve our service delivery.

PROJECT TIME TABLE

To have this placed on the November Ballot, approved ballot language and resolution are due to the Wayne County Clerk's Office by 8/31/15.

RESOLUTION

Authorization is hereby given for Felicia Rutledge, City Clerk to take the necessary steps needed to place the two attached ballot proposals requesting a millage renewal and a new dedicated senior millage on the November 3, 2015 ballot.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

**MILLAGE RENEWAL REQUEST FOR
THE CITY OF INKSTER PARKS AND
RECREATION WHICH INCLUDES SENIOR
CITIZENS AND YOUTH SERVICES**

Shall the City of Inkster, Wayne County, Michigan be authorized and empowered to levy a general valorem property tax which in any one year shall not exceed 2.0 mills (2.0 mills per \$1,000.00 of State Equalized Valuation for ten (10) years, 2016 to 2026.

The continuation of the dedicated Millage for Parks and Recreation Operations, which include Youth and Senior Programs, is up to 2.0 mills. It has been determined that up to 2.0 mills is necessary to operate these programs and continue the current level of service. **General Fund dollars are not available to support these programs.** The average cost to a homeowner is estimated to be \$32.52 and would generate an estimated \$400,000 if a full 2.0 mills was determined to be needed in any year.