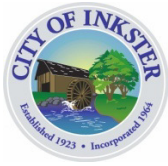


1. Agenda

Documents: [AGENDA REVISED 4-18-16.PDF](#)

2. Packet

Documents: [PACKET 4-18-16.PDF](#)



INKSTER CITY COUNCIL

April 18, 2016
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Byron Nolen
Mayor Pro Tem – Timothy Williams, District I

Council Members:

Clarence Oden, Jr., District II
Sandra K. Watley., District III
Jewell Jones, District IV
Kim Howard, District V
DeAtriss Richardson, District VI

FELICIA RUTLEDGE
CITY CLERK

MARK STUHLBREHER
INTERIM CITY MANAGER

DAVID JONES
CITY ATTORNEY

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

Council Orientation Agenda – 6:00 PM

1. Call to Order
2. Discussion
 - A. Agenda Discussion
 - B. Elected Officials Ball
3. Public Participation (limit to 3 minutes)
4. 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).
5. Adjournment

April 18, 2016

Regular City Council Agenda – 7:30 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

- A. Senior Alliance – Doug Simpson
- B. Cub Scout Troop 1717 – Crystal Linton
- C. Thank You Presentation – Police Chief, William Riley

4. Public Hearing

5. Consent Agenda

- A. April 4, 2016 Regular City Council Meeting Minutes.

Pg. 1

6. Boards and Commissions

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

Pg. 6

7. Previous Business

8. Ordinance(s)

- A. First Reading(s)

- B. Second Reading(s)

1. A second reading on a on an amendment to the Zoning Ordinance to consider the reduction in the required minimum distance between provisioning centers from 1000 feet to 500 feet for Medical Marijuana Provisioning Centers within the B-1 (Local Business District), B-2 (Thoroughfare Mixed Use District) and B-3 (General Business District)

Pg. 12

9. New Business

- A. Discussion/Action: (Jeannie Fields) Consideration on an amendment to the Zoning Ordinance to consider the reduction in the minimum distance between provisioning centers from 100 feet to 50 feet for Medical Marijuana Provisioning Centers within the B-1 (Local Business), B-2 (Thoroughfare Mixed Use District and B-3 (General Business District). **(See Pg. 12)**

- B. Discussion/Action: (Jeannie Fields) Consider approval to renew the agreement with Murray's Real Estate Services, LLC and Red Carpet Keim, Will Coop, Inc. to provide real estate services to sell City-Owned structured properties and vacant lots for one (1) year with the option to extend for one (1) additional year.

Pg. 36

- C. Discussion/Action: (Jerome Bivins) Administration along with IT Consultant are requesting that you accept the quote from I.Comm for \$22,558.00 to install the audio sound system for both Courtrooms in the 22nd District Court. Funds from account #101-265-933-000 (Equipment Maintenance) **Pg.41**

- D. Discussion/Action: (Jerome Bivins) Consider authorizing the Deputy Director of DPS to make an application to the Wayne County Department of Public Services for necessary annual permit to allow temporary closure of certain Local and County Roads for specified period in accordance with all general and special conditions of this permit on behalf of the City of Inkster and the attached resolution for submittal to Wayne County as part of the requirements to submit the permit application. **Pg. 48**

- E. Discussion/Action: (Jerome Bivins) Consider authorizing the Deputy Director of DPS to make an application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of Wayne County Roads on behalf of the city of Inkster and the attached resolution for submittal to Wayne County as part of the requirements to submit the permit application.

Pg. 55

- F. Discussion/Action: (Jerome Bivins) Consider authorizing the Deputy Director of DPS to make an application to the Wayne County Department of Public Service for necessary annual permit to occupy the Right-Of-Way of County Roads on behalf of the city of Inkster and the attached resolution for submittal to Wayne County as part of the requirements to submit the permit application. **Pg. 61**

- G. Discussion/Action: (Mark Stuhldreher) Consideration and approval of a Service Agreement with Nyhart Company, Inc., to furnish an actuarial valuation of the City of Inkster's Other Post-Employment Benefits (OPEB) for fiscal years 2016 and 2017 in accordance with the Governmental Accounting Standards Board (GASB) Statement #45 requirements. **Pg. 68**

- H. Discussion/Action: (Mark Stuhldreher) Consideration and approval of a Memorandum of Agreement between Wayne Metropolitan Community Action

Agency and the city of Inkster as it pertains to the administration of the Water Residential Program (WRAP) sponsored by the Great Lakes Water Authority.

Pg.74

- I. Discussion/Action: (John Adams) To approve the inspection service work by Buccilli group to ensure our hydrant repair program funded by the distressed cities grant keeps the integrity of our water supply system.

Pg. 82

- J. Discussion/Action (LaZonja Smith & Craig Lewis) Consideration and approval by Mayor and Council to apply for a grant through the Detroit Mental Health Authority.

Pg. 84

10. Public Participation (limit to 3 minutes)

11. City Clerk

12. City Manager

13. Mayor and Council Communication

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

April 4, 2016

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, April 4, 2016.

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

- The agenda.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Jones that Council convenes into a Closed Executive Session a 7:25 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 Jones, Seconded by Councilmember Oden to adjourn the closed Executive Session at 8:05 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 8:10 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 led by Reverend George Williams

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Jones	Present
Councilwoman Richardson	Present		

***A Quorum was present**

Approval of Agenda

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Jones to approve the agenda with added item "B" under the Consent Agenda and added items "A", "B", "C" and "D" under New Business.

Inkster City Council Meeting
April 4, 2016

Resolution 4-16-82R - Motion carried.

Presentations/Discussion

- State Representative – Julie Plawecki
- Wayne County Commissioner – Glenn Anderson
- Inkster Public Beautification Committee – Toni Bailey
- Inkster Task Force 5K Run – Octavia Smith
- FY17 Budget Recommendation

Public Hearings

A. A Public Hearing on an amendment to the Zoning Ordinance to consider the reduction in the required minimum distance between provisioning centers from 1000 feet to 500 feet for Medical Marijuana Provisioning Centers within the B-1 (Local Business District), B-2 (Thoroughfare Mixed Use District) and B-3 (General Business District).

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to open the public hearing.

Resolution 4-16-83R – Motion carried.

- **Willie Johnson** – Stated he is against a reduction for Provisionary centers from 1000 ft. to 500 ft.
- **Shirley Hankers on** – Stated the 1000 ft. should not be changed.
- **Juanita Davis** – Asked why the city was considering a reduction from 1000 ft. to 500 ft. Provisionary Centers.
- **Yvette Broch** – She asked why allowances continually are being changed to the city Ordinances.
- **George Williams** – Stated he does not know how the city got back on the trying to reduce the footage for Provisionary Centers. He stated he does not approve of the reduction.
- **Caroline Smith** – Stated she wanted to be clear that this amendment was not brought forth by city council but by an applicant.

Moved by Councilmember Oden, Seconded by Councilmember Jones to close the public hearing.

Resolution 4-16-84R – Motion carried.

Consent Agenda

- A. March 21, 2016 Regular City Council Meeting Minutes.
- B. Allen Brother's and Attorney's PLLC Invoice \$24,132.62

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Jones to approve the Consent Agenda.

Resolution 4-16-85R – Motion carried.

Boards and Commission

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

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Jones to appoint Lyndon Jones to the Planning Commission.

Resolution 4-16-86R – Motion carried.

ABSTAIN: (Jones)

Previous Business

Ordinance(s)

A. First Reading(s)

1. A first reading on a on an amendment to the Zoning Ordinance to consider the reduction in the required minimum distance between provisioning centers from 1000 feet to 500 feet for Medical Marijuana Provisioning Centers within the B-1 (Local Business District), B-2 (Thoroughfare Mixed Use District) and B-3 (General Business District)

B. Second Reading(s)

New Business

- A. Discussion/Action:(City Council) To vote in accordance with the vote taken in closed session (Toure, Jordan, Borne)

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Jones
Resolution 4-16-87R – Motion carried.**

- B. Discussion/Action: (City Council) To vote in accordance with the vote taken in closed session (Randazzo)

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Jones
Resolution 4-16-88R – Motion carried.
NAY: (Richardson)**

- C. Discussion/Action (City Council) To waive the Special Event fees for the Inkster Task Force 5K Run.

**Moved by Councilmember Jones, Seconded by Mayor Pro-Tem Williams
to waive Special Event fees for the Inkster Task Force.
Resolution 4-16-89R – Motion carried.**

- D. Discussion/Action (City Council) To re-open city hall cashier window between the hours 11:30 a.m. until 1:00 p.m. for bill payments.

**Moved by Councilmember Watley, Seconded by Councilmember Jones
to re-open city hall cashier window between the hours of 11:30 a.m. until 1:00 p.m. for bill payments.
Resolution 4-16-90R – Motion carried.
NAY: (Howard, Williams)**

Public Participation

- **Willie Johnson** – Stated Inkster is ready for redevelopment by Middlebelt.
- **DeAndrea Watley** –_Stated she had flyers to disburse to residents for the Coffee Hours. She announced the Inkster Library Poetry Explosion on the 28th of April from 6-7:30 p.m. She lastly stated that the board of directors for the library have decided on a new director but an offer has not been extended to the applicant of choice.

- **Lawanna Abney-Mitchell** – Stated she is having a growing population of rats in the area that she lives and would like city advice on how to handle the infestation.
- **C.J. Kinkade** – Asked what would be the advantage of more Medical Marijuana stores in Inkster.
- **Shirley Shockley** – Stated that persons elected to the Inkster School board should not be considered for election to the Charter Commission.
- **Deborah Owens** – Asked if the budget would be placed online.
- **Maria** – Stated the Police have been called to report a drug house in her area and no Police have ever responded.
- **Luteshia Kuges** – Announced to City Council the Stop Snyder Campaign.
- **Owen Roper** – Introduced SOOAR Strategies to city council.
- **Ellis Monk** – Had general concerns regarding the city.
- **Octavia Smith** – Announced the Mother and Son Dance at the Inkster Recreation Complex on May 6, 2016. Further the Goodfellows would be hosting a Spaghetti and Fish dinner.

City Clerk

City Manager

Mayor and Council

- **Councilwoman Richardson** – Thanked Sam Brown for his service on the Planning Commission.
- **Councilman Jones** – Stated he is glad the money came in for blithe. He further stated the Youth Commission would be starting up soon and he is looking forward to working with the youth.
- **Councilman Oden** – Stated he is glad the homes are being demolished. He recognized the Police Chief and Judge Johnson for the crime prevention summit. He said it was very informative.
- **Mayor Pro-Tem Williams** – Announced Inkster Citizens Who Care will be hosting a Gospel Luncheon on April 9, 2016. The tickets are \$10.00 and will go towards Coats for Kids. He encouraged residents to Shop Inkster. Lastly, he asked administration to look into a home on Pine Street.
- **Councilwoman Watley** – Reminded citizens about the upcoming City of Inkster Memorial Day parade. She stated citizens and participants can turn in their applications to ICAN. She further stated that Operation Civic Pride would be led by Debra Owens. She stated this group would not only clean the city but enhance the city. Lastly she said that a Charter Commissioner Forum would be held on April 28, 2016 at New Birth Church.
- **Mayor Nolen** – Announced a Mother's Day Dinner to be held at Roma Banquet Hall. He stated tickets are \$25.00 and would benefit the Commission on Aging and Senior Services.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Councilmember Richardson, Seconded by Councilmember Jones and carried, the Regular Council meeting of April 4, 2016 was adjourned at 9:25 p.m.



Felicia Rutledge, City Clerk
City of Inkster

AGING COMMISSION

Ordinances: 414, 457 & 508

Exp. 08/03/17

Exp. 01/04/17

Vacant

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
Hersey Bryant, (C)
Horace Wells

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

CABLE TELEVISION COMMISSION

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

3 Year Term

9 Members

Ordinances 593 and 609

Timothy Williams Ex-Official

Exp. 11/16/12

~~Danny Van Schoieck~~ Dist. 1

Exp. 12/01/11

Vacant Dist. 2

Vacant Dist. 3

Alfreda Flowers Dist. 4

Exp. 06/04/15

Vacant Dist. 5

Franklin Minor Dist. 6

Exp. 01/04/19

~~George Celler~~ Mayoral

Exp. 03/16/12

~~Carmen Mitchell~~ At-Large

Exp. 02/18/11

CANVASSERS BOARD

[MEETINGS: As Required] **INACTIVE DUE TO STATE STATUE**

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
Byron Nolen		Tenure
Martha Theis		Exp. 01/14/18
Lewis Gregory		Exp. 10/06/18
Cynthia Adams		Exp. 01/14/18
Brittini Abiolu		Exp. 05/18/19
Peter Cimeot (Treasurer)		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Val Ogbonaya		Exp. 07/20/19
Winston Wade (Vice-Chair)		Exp. 12/17/16
Rerhi Onomake (Secretary)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19

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
Byron Nolen		Tenure
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
Dr. Lydon Jones	Mayoral	Exp. 12/21/17
Yolanda Lockett	Council	Exp. 01/20/17

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Alisa Todd	Dist. 1	Exp. 3/7/18
Katrina Coats	Dist. 2	Exp. 3/7/18
Zeavean Johnson	Dist. 3	Exp. 3/7/18
William Grubbs	Dist. 4	Exp. 3/7/18
Taylor Todd	Dist. 5	Exp. 3/7/18
Demon Zimmerman	Dist. 6	Exp. 3/7/18
Tiwain Smith	Mayoral	Exp. 3/7/18

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 (Council appointee) (Chairman)	Exp. 12/18
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 10/18
Robert Thomas	Exp. 10/18
Emmereal Wells	Exp. 04/18
James Garrett	Exp. 08/17
Vacant	Exp.
Lyndon Jones	Exp. 04/19
Vacant	Exp.

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

Lorenzo A. Moner, Jr.	Mayoral	Exp. 12/17
Barry O'Bryan		Exp. 12/13
Christopher Crawley		Exp. 12/13
Hilliard Hampton, II		Exp. 12/17
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
Marcus Hendricks	App. 02/18/13
Dennis Welsio	App. 02/18/13

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher – Treasurer/Interim City Manager

Date: April 9, 2016

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

Date for Council Consideration: April 18, 2016

ACTION REQUESTED: Council to offer a second reading and consider denial of an amendment to the Zoning Ordinance to reduce the required minimum distance between provisioning centers from 1000 feet to 500 feet for Medical Marijuana Provisioning Centers within the B-1 (Local Business District), B-2 (Thoroughfare Mixed Use District) and B-3 (General Business District) per the Planning Commission recommendation. The applicant is Huck Property, LLC.

Current Action X Emergency Future

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

Treasurer's Approval *MDJ*

BACKGROUND INFORMATION

On March 14, 2016, the Planning Commission held a Public Hearing to receive public input and review a request for a text amendment to reduce the required minimum distance between provisioning centers from 1000 feet to 500 feet for Medical Marijuana Provisioning Centers within the B-1 (Local Business District), B-2 (Thoroughfare Mixed Use District) and B-3 General Business District). Huck Property, LLC is the applicant.

The Planning Commission reviewed the request and subsequently denied the request for a proposed Zoning Ordinance Amendment to reduce the required minimum distance between provisioning centers from 1000 feet to 500 feet for Medical Marijuana Provisioning Centers within the B-1 (Local Business District), B-2 (Thoroughfare Mixed Use District) and B-3 General Business District). Meeting minutes are attached. The Planner, McKenna Associates, recommended approval of the request. A letter dated 2.29.16 is also attached.

Prior to going before the Planning Commission with the request, the applicant sought a variance from the Zoning Board of Appeals (ZBA) on March 3, 2016 to reduce the separation distance between two Medical Marijuana Provisionary Centers from 1000 feet to 800 feet. This request was denied by the ZBA per the Planner's recommendation. The Planner's recommendation letter dated 2.24.16 is also attached.

A first reading and public hearing for the text amendment was held during the City Council Meeting held April 4, 2016. A second reading is required prior to approval or denial of the request.

SCOPE OF SERVICES

N/A

JUSTIFICATION

See McKenna Associates letter dated 2.24.16 for Planner review considerations and recommendation. See Planning Commission minutes dated 3.14.16 Item V.B. for the Commission's consideration and recommendations.

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

If the text amendment is approved by Council, the amendment will be published and posted and become effective after thirty (30) days.

RESOLUTION

Resolved by _____ Seconded by _____

To deny an amendment to the Zoning Ordinance to reduce the required minimum distance between provisioning centers from 1000 feet to 500 feet for Medical Marijuana Provisioning Centers within the B-1 (Local Business District), B-2 (Thoroughfare Mixed Use District) and B-3 (General Business District) per the Planning Commission recommendation.

Yes:

No:

Absent:

PLANNING COMMISSION
PETITION FOR REZONING

Filing Fee

Case # 16-09 TA

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

Date Filed 1.28.16

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#: 44-007-01-0038-001 Legal Description (please provide exact legal description):
See attached deed

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

Street Address: Corner of Huck + Michigan - NW Corner.
The property is located on the W side of Huck Street, between Michigan Street and Kurtz Street. It has frontage of 50 feet, a depth of 129 feet, and comprises 0.45 acres.

Property owner: Huck Property, LLC
Address: 124 W. Allegan, 21st Floor, Lansing, MI 48933 Telephone #: 517-377-8000
(Proof of ownership must be attached)

NATURE OF PETITION

Current Zoning: TCO Requested Zoning: TCO Proposed Use: Text Amendment

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 herein 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: Ran Bogi
Signature of Petitioner: Ran Bogi
Interest in Property: owner
Firm: _____
Phone: 517-577-8000 Address: 124 W. Allegan, 21st Floor, Lansing, MI 48933

Subscribed and sworn to before me this 28th day of January, 2016.

Kristen E. Davis
Notary Public, Wayne County, Michigan
Oakland

My Commission Expires: 9/23/2021

KRISTEN E. DAVIS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 23, 2021
SITING IN COUNTY OF Oakland

FOR OFFICE USE ONLY	DATE SUBMITTED: <u>1.28.16</u>
	CASE NUMBER: <u>16 09 (7A)</u>

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

APPLICANT NAME Huck Property, LLC

ADDRESS Corner of Michigan + Huck.

NUMBER	STREET	CITY	STATE	ZIP
<u>517-377-3000</u>				

TELEPHONE NUMBERS () () rbj@rbjgroup.com

Direct FAX E-Mail Address

PLEASE PROVIDE THE FOLLOWING INFORMATION ALONG WITH FEE.

1. A narrative that explains the proposed amendment and why it is necessary. See attached
2. An analysis of how the proposed amendment conforms to and supports the principles found within the zoning ordinance and master plan. The property is in the TCD + will remain in the TCD. Marylanda provisioning (enters are permitted in the TCD)
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? None
4. Explain how the proposed text amendment would serve the interests of the public as a whole, including health, safety, or welfare. It will allow to facilities to be closer together and will not have any impact on the health, safety, + welfare. See attached summary
5. A draft of the proposed text change(s) to the existing ordinance. See attached

Ordinance as enacted

Section 155.148 (C): A provisioning center shall not be located within a one thousand (1,000) foot radius of a lawfully existing medical marijuana provisioning center.

Proposed Text Amendment

Section 155.148 (C): A provisioning center shall not be located within a **Five Hundred (500) foot** radius of a lawfully existing medical marijuana provisioning center.

REASON FOR TEXT AMENDMENT REQUEST

The City of Inkster has adopted an ordinance allowing for three (3) medical marijuana provisioning centers in the City. Ordinance 155.148 (c) states that you cannot have two (2) facilities within 1,000 feet of each other.

Huck Property, LLC submitted an application for a facility to be operated at the corner of Huck and Michigan Avenue. However, there is an application pending that was submitted prior to the application submitted by Huck Property, LLC which proposes to operate a facility at 27332 Michigan Avenue which is less than 1,000 feet away from the property owned by Huck Property, LLC. That application was submitted only minutes before Huck Property, LLC's application because on the day the City began accepting applications, they were in-line ahead of Huck Property, LLC.

If both Huck Property, LLC and the other applicant comply with all City requirements simultaneously, then the owner of 27332 Michigan Avenue would be awarded the provisioning license versus Huck Property, LLC based on the fact that the applicant for 27332 Michigan Avenue submitted their application 1st.

As such, Huck Property, LLC is requesting a text amendment so that the 1,000 foot rule contained in section 155.148 (c) is reduced to 500 feet.

Impact of the public as a whole.

There should be no impact on the public. The City has determined that the measurement of 500 feet as an appropriate measurement in that the city medical marijuana ordinance only requires that a medical marijuana facility be at least 500 feet from a library, church, child care center, licensed day care facility, preschool program center, primary, intermediate or secondary school or like facility. This text amendment would not change that. This text amendment request would continue to limit how close two (2) medical marijuana provisioning centers could be to each other however, it would reduce the distance requirement from 1,000 feet to 500 feet.

**CITY OF INKSTER
PLANNING COMMISSION
MINUTES**

A regular meeting was held on **Monday, March 14, 2016**, in the Inkster City Council Chambers, located at 26215 Trowbridge, Inkster, Michigan.

A quorum was reached. Chairman Wooten called the meeting to order at 6:00 p.m.

I. ROLL CALL

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

Others in attendance: Mark Stuhldreher, Treasurer/Interim City Manager
M. Jeannie Fields, Community Development Manager
Patrick Wimberly, Applicant – 27332 Michigan
Ron Boji – Huck and Michigan Ave
Mike Leinweber – Huck and Michigan Ave
John Clark – 315 Inkster Road
Mark Gannon – 315 Inkster Road
Emmett Gibson – 28661 Michigan
Mayor Pro Tem Timothy Williams
Councilman Clarence Oden, Jr.
Councilwoman Sandra Watley

Public in attendance: Yvette Brock, Travis Copenhaver, Erick Ellis, Ruth E. Williams, Owner and parent from Paradise Preschool (314 Inkster Road) and others (did not sign in).

II. ADOPTION OF AGENDA

MOVED by Brown, Seconded by Garrett to adopt the agenda with the addition of a presentation from the planner as Item III. A. **MOTION CARRIED unanimously.**

III. ADOPTION OF MINUTES OF January 11, 2016

MOVED by Hendricks, Seconded by Brown to adopt the minutes of January 11, 2016. **MOTION CARRIED unanimously.**

A. Presentation of Cases by Paul Lippens, City Planner (McKenna Associates)

Remarks were as follows:

- Legal use in Michigan. It is perceived to have an economic benefit to the City. This use is in line with the Master Plan.
- There are four actions that can occur for the cases being reviewed during the meeting:
 1. Approval
 2. Approve with conditions
 3. Table
 4. Denial.

- Site Plans need to be as complete as possible when going to the Planning Commission and time frames should be included on conditions identified in the letters.
- There are many cases on the agenda due to the city accepting grow and dispensary applications at the same time.
- Looking at two cases today where parking is an issue in the Town Center District. The Planning Commission can reduce the required amount of parking. One other case has a parking issue and it will be discussed during that case.

Questions:

- Are we looking for parking to be in compliance for the whole strip center or just the business? The entire strip center.
- What happens if conditions are not met that are imposed? The conditional approval is voided and the applicant comes back to the Planning Commission or the conditions are met.
- There is a shared wall inside a building with Medical Marijuana being disseminated and the other side is non-drugs. Is this an issue? The security plan review may address concerns such as how do we determine if there has to be a secured wall and what is the plan for storage, cameras and security personnel.
- A concern was presented regarding people knocking out the cinder block of a building and getting inside.
- Why was text amendment placed on the agenda before the Special Conditions Use and Site Plan reviews? The text amendment was grouped with the case it is associated with by the date/time stamping.
- What are the air quality standards? Air quality requirements would be a part of all Special Condition Use reviews and will be addressed in the planning letter, but it may be more associated with cultivation facilities. However, there is no requirement in the ordinance. Air scrubbers is a best practice, also ventilation. During a site visit in Ypsilanti for dispensaries, the planner did not notice an odor. This is a fair question for each applicant.

V. PUBLIC HEARINGS

- A. Case #15-31 (SCU)/15-32 (SP) – 27332 Michigan Avenue
Public Hearing to receive public input and review Special Conditions Use requirements and associated review of Site Plan requirements to allow a Medical Marijuana Provisionary Center in the Town Center District (TCD). Patrick Wimberly is the applicant.

MOVED by Nolen, Seconded by Brown to open the public hearing. **MOTION CARRIED unanimously.**

The applicant provided a brief overview and asked for questions. The business is called "Suite B".

- What is happening with Jackson Hewitt? This business is no longer there.
- What is the flow of traffic inside business (via floor plan). There would be two doors and one door would be used. Explanation provided: Door is between customer service area and storage unit. **The door is not on the Site Plan.**
- Air scrubbers with charcoal filters are in place.
- Trash disposal: Two things are needed – agreement and residential trash. No material will be trash.
- Trash Agreement: Expires 2018. There will not be a problem in obtaining another agreement per the applicant. The applicant has to renew the agreement in 2018 or it will be out of compliance with Site Plan.

Add a note: Must maintain agreement with waste disposal services.

Questions/Concerns:

- How do we control what businesses put in the dumpster? Suggestions provided: None of the applicants plan to put product in the trash. Suggestion was made to perform periodic inspections. **Add a note: No disposal of product would be allowed in trash.** It was suggested that the product will not be thrown away, as it is worth money.
- Hydro Hut uses the side door. Will employees have access to Suite B? No.
- 16 Cameras will be on site.
- Garbage agreement is with the owner of the property, not Cricket Wireless.
- Will the business use high resolution cameras? Yes.
- They will store medical marijuana in a safe room with locks.
- Parking: 12 spaces are required and there are only 10 provided.
 - When a shared parking plan exists, what if the owner changes? What happens to the dumpster agreement if the owner sells the property? The Commission can reduce the required number to 10 spaces so these things would not become an issue.
- 24 Hour security person will be on site.

Public Questions:

- What is the pharmaceutical standard in general? There are no regulations.
- Is there an expiration date for medical marijuana at the FDA? None thus far.
- If there are any changes in state law, they must be followed by the City businesses.

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

MOVED by Brown, Seconded by Nolen to approve the Special Conditions Use with the following conditions:

1. The applicant must maintain an agreement for waste disposal services as long as the business is in operation.
2. There will be no local disposal of marijuana medicine.
3. The results of the public hearing are consistent with the findings presented in the Special Conditions Use planning letter.
4. Other City Departments comments are adequately addressed, if any.
5. The Chief of Police approves the security plan and system

MOTION CARRIED unanimously.

MOVED by Nolen, Seconded by Thomas to approve the Site Plan with the following conditions:

1. Reduce the required number of parking spaces to 10.
2. Add the door between the customer service area and storage area to the Site Plan.
3. Concerns and comments of all other City Departments, if any, have been addressed.

MOTION CARRIED unanimously.

B. Case #16-09 (TA) – Huck Court and Michigan Avenue

Public Hearing to receive public input and review proposed Zoning Ordinance Amendment to reduce the similar use buffer for provisioning centers in the B-1, B-2 and B-3 zoning districts from 1,000 feet to 500 feet. Huck Property LLC is the applicant.

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

Ron Boji – Provided a background of developments in the City. He is the owner of DHS building and proposed medical marijuana facility. He stated that State legislation does not speak to distance between businesses. All business will have to eventually meet State requirements. The proposed project has almost 2 million dollars in investment with job creation.

Questions/Concerns:

- Why not build down the street? No property owned down the street.
- This is a fully taxable building.
- A portion of the building is for medical marijuana. He is looking for additional businesses that compliment it or an eatery. The facility will be built to spec for the tenant.
- Huck St is in disrepair. The applicant has done some repair already.
- Justification for 1,000 ft. buffer when Council approved this already. It was tied to draft legislation and regulated uses such as sex-oriented business or junk yard. 500 ft. buffer for cultivation centers. 1,000 ft. is 2-3 city blocks or 3 football fields (approx.). Buffer is to mitigate negative impacts on the community.
- Approval of the text amendment would not affect the distance between other entities such as a school.
- Since the Planner came up with 1,000 ft. in the beginning, how can the planner now recommend approval of a text amendment? Recommendation was to not pass the ordinance and when Council approved, the administration must enforce the ordinance. It is being recommended to stimulate economic development.
- Applicant:
 - One item has requirement for 1,000 ft. Besides another center, all other is not.
 - Complimented the City on slowing down and regulating the process. The City did not think that anyone thought of two locations in the TCD. Does not agree with change in other districts. TCD is supposed to be walkable. Another applicant and he are similar to McDonald's and Burger King – both will not have the same items.

Public Questions:

- How many jobs are proposed? Full capacity = 25 jobs (full-time/part time); 3,000 ft. Center.
- Resident: Wants distance to stay at 1,000 ft.
- A board has been set up to follow-up on businesses and hiring of Inkster employees.
- What type of retail because a Marketplace was identified previously? Question answered above.
- How many Inkster people have been previously employed? The chairman asked the questions to pertain to the current case.
- Applicant: School requirement is 500 ft. away. All others are 1,000 ft. If he knew today what he knew then, he would have moved DHS closer to Huck Ct. Economic development may be important to the community.

MOVED by Nolen, Seconded by Davis to close the public hearing. **MOTION CARRIED unanimously.**

Additional comments:

- Wooten: Likes buildings built by applicant previously. Likes current and economic impact. Distance mitigates economic impact.
- What distance is building from other site? Applicant - 810 ft. There are no drafts in the State legislation that addresses distance, as it does not with other industries.
- Wells: Other communities do not require 1,000 ft. between centers. Nuisance part has not been realized. Denver contact does not have a requirement and is doing okay – looking at CVS/Walgreen. Reducing it may not really be as big as we thought as it favors change. Does not feel density is an issue.
- Detroit abides by 1,000 ft. rule, but allows variances. Allows 20% adjustment. The Inkster Zoning Board of Appeals denied a variance. There is a high standard of approval for ZBA based on certain criteria.
- Why can't the Planning Commission do 800 ft.? They can. The Planning Commission can look at a percent reduction, however, they would only recommend it in the TCD. Council makes the final decision.
- Applicant: The Planning Commission's recommendation goes a long way.

MOVED by Hendricks, Seconded by Wells to modify the request by 20% to 800 ft.

Roll Call

Wooten – No
Brown – No
Garrett – No

Davis – Yes
Hendricks – Yes
Nolen – No

Thomas – No
Wells – Yes

MOTION FAILED

MOVED by Thomas, Seconded by Nolen to deny the request for a text amendment.

Roll Call

Wooten – Yes
Brown – Yes
Garrett – Yes

Davis – No
Hendricks – No
Nolen – Yes

Thomas – Yes
Wells – No

MOTION CARRIED

- C. Case #15-33 (SCU)/15-34 (SP) – Huck Court and Michigan Avenue
Public Hearing to receive public input and review Special Conditions Use requirements and associated review of Site Plan requirements to allow a Medical Marijuana Provisionary Center in the Town Center District (TCD). M1M Group Inkster, LLC is the Applicant.

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

Public Questions:

- If it is not permitted to have provisionary centers within 1,000 ft. of one another, why are we looking at this? Final action goes to Council. We must afford the applicant due process.
- Agree with Chairman that we should see how this impacts the City before we act.

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

A suggestion was made to table the Special Conditions Use review. The applicant questioned moving forward with the Special Conditions Use and Site Plan review. It was decided that the review would be considered now due to it being a separate item from the text amendment.

Applicant Overview:

- Increased security component.
- Masonry wall installed from neighboring retail.
- Windows have a film blast in case of bomb.
- Air scrubbers and ventilation.
- If building is 6,000 sq. ft., the parking requirement is fulfilled.
- Fulfills 2-story requirements.
- Security guard will be on site 24/7.
- High resolution cameras will be used.
- M1M Group Inkster, LLC is the Applicant

The planner recommended that a 2nd story building be built based on the ordinance and asked for the floor plans. The applicant responded if tenant wants a 2nd floor building, it can be made such. The planner understood the building can be retro-fitted to be a two-story in the future.

MOVED by Brown, Seconded by Davis to approve the Special Conditions Use with the following conditions (the condition related to approval of a text amendment, per the planner Special Conditions Use letter dated February 29, 2016, was removed):

1. The results of the public hearing are consistent with the findings presented in the planning letter.
2. Other City Departments comments are adequately addressed, if any.
3. A floor plan is provided for the second story of the building.
4. The Chief of Police approves the security plan and system.

MOTION CARRIED unanimously.

The architect/designer explained that the retail use of the building will determine a full build out or ½ build out for the second floor. The planner agreed that the floor plan can be open and the property built to suit the tenant.

MOVED by Hendricks, Seconded by Brown to approve the Site Plan with the following conditions:

1. Floor plans are submitted for the second story and site calculations are updated to be based on a 6000 sq. ft. structure.
2. The City approves the use of the public alley, either by easement or by sale, and lot combination and legal documentation is submitted to the approval of the City.
3. Details of rooftop equipment are provided and shown to be adequately screened from public view.

4. Planning Commission approves a reduction of parking to 19 spaces, subject to a letter being provided that overflow parking can be arranged with MDHS should capacity issues arise.
5. Concerns and comments of all other City Departments, if any, have been addressed.

MOTION CARRIED unanimously.

- D. Case #15-35 (SCU)/15-36 (SP) – 315 Inkster Road
Public Hearing to receive public input and review Special Conditions Use requirements and associated review of Site Plan requirements to allow a Medical Marijuana Provisionary Center in the B-2 Thoroughfare Mixed-Use District. SJ Ink, LLC is the applicant.

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

John Clark made an introduction and introduced his architect.

Questions/Concerns:

- How far is the building from day care? 300 ft. or so, per the applicant.
- Limited parking at site: Parking is available at Food Max Plaza (West of CVS).
- How far is the front door from parking? 30/40 ft. Is this a security issue? No, security will be outside when open and inside. Will have high resolution cameras.
- No information was supplied regarding the business that parking is being shared. This works only if the total sum of parking satisfies both businesses.
- The applicant felt the planner should get the information. The planner stated the commission can request additional information related to parking. The applicant stated the building got a variance for parking when the building was built – the paperwork is not available. Per the planner, this can be a condition of approval.
- The wall is an issue at 5 ft. and the ordinance says it should be 6 ft. This was viewed as a non-conforming existing wall by the Planner. The ordinance in effect at that time should be reviewed to determine if the wall was in compliance at that time.

Public Questions:

- Day Care Center owner (314 Inkster Road) has tutoring after school (K-12): 6 weeks – 12 yrs. They are pouring \$250,000 into improvements in the building within the next month. It is State funded and fits Daycare/School/Pre-school per licensing. They are already getting complaints from parents. They received complaints via a letter that was disseminated. They are not certified as a school. Can license be affected if the business opens across the street? Licensing is up in August 2016 – unsure if it has an effect.
- Parent/Attorney of the Day Care Center: Not against Medical Marijuana Centers. Feels it negatively impacts the preschool. Repeated information that the area with dispensaries have a negative impact on the area. Feels that parents would not want this type of business across the street. Question was asked: How does it effect it if a five lane street separates the two and the front doors of the building is locked. Feels people smoking in front of the building will occur and odor will be a problem.
- Parent: Environmental impact (smoke coming out) and kids outside. Not against Medical Marijuana, but it would be exposing kids to environment hazards.
- Resident Couple (lives behind the site and owns other homes they rehabilitated in the area): Cherry Hill Plaza is a high quality area. The presence of a facility will deter people from wanting to rent. Negative impact to other property owners too. They want

the Commission to deny the request. Homes on Sherbourne are affected and their friends are affected on Freida as well.

- Resident: Marijuana affects people and we do not need that in Inkster. Selling drugs in Inkster will increase crime. We need more police officer's first.
- Parent/Attorney: The Planning Commission may want to look at the distance from the Day Care Center before taking action.
- Preschools can be considered a school technically. CVS/Walgreens are different than Medical Marijuana. Cultivation facilities must be 500 ft. from a day care.
- Day Care Owner: They are seeing discouragement already from the parents and could lose funding as a result. Since Inkster Public Schools dissolved, they have done a lot of referrals for Inkster students.
- Sits on the Planning Commission for Commerce Township and he is disturbed by the conversation. It is a greater concern for the distance of a medical marijuana facility from a day care than it is for two facilities next to each other.
- Is there an ordinance regulating the distance of a provisioning center to homes? No.
- Planner: Preschools are regulated differently than schools. He refers to the City Attorney for the legal difference.
- Was there disclosure that the day care is a Pre-School when the Planning Commission reviewed the case (314 Inkster for expansion) previously? This was not an issue.
- The facility should not be open 24 hours.

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

MOVED by Nolen, Seconded by Wells to approve the Special Conditions Use with the condition that the Attorney provide a definition of a "school".

Questions: Some Commissioners are interested in an opinion from the Attorney prior to voting on the case. It was noted that the Police Chief had an issue with the site being across the street from a day care (per his letter dated January 26, 2016). Additional concerns included: 1) 6 foot wall and parking verification.

Per the Special Conditions Use planning letter dated March 8, 2016, the following conditions were added to the motion excluding Condition # 1: The results of the public hearing are consistent with the findings presented in this letter, and no specific concerns are raised about proximate to adjacent residential or day care uses:

1. Other City Departments comments are adequately addressed, if any.
2. The Chief of Police approves the security plan and system.
3. All access/easement documentation noted on the site plan is provided and approved administratively by the City Planner.
4. Notes addressing compliance with Inkster Medical Marijuana Provisioning Center requirements are added to a revised site plan, as follows:
 - 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. Smoking and/or use of medical marijuana shall be prohibited at the provisioning center.
 - c. Growing, cultivating, manufacturing, or processing of medical marijuana is prohibited.

- d. 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.
- e. 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.
- f. The 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 Marijuana Act, as amended, and applicable State of Michigan rules and regulations.
- g. If the provisioning center ceases operation for a length of time of six months or greater, the special conditions use shall expire.

Roll Call

Wooten – No
Brown – No
Garrett – No

Davis – No
Hendricks – No
Nolen – Yes

Thomas – No
Wells – Yes

MOTION FAILED

MOVED by Hendricks, Seconded by Brown to deny the application based on the following:

- 1. Per Special Conditions Use Criteria # 8 in the planning letter dated March 8, 2016, the proposed development will adversely affect the safety, welfare, morals, character and comfort of the residents as a whole.
- 2. The day care (Paradise Preschool located at 314 Inkster Road) is considered a school.
- 3. Per the Zoning Ordinance, Medical Marijuana Provisionary Centers must not be within a 1,000 foot radius from a school.

MOTION CARRIED (Nays: Davis and Nolen)

The planner recommended tabling of the Site Plan Application until after Council reviews the Special Conditions Use. The applicant voiced his concern for the Planning Commission to review the Site Plan today. The planner suggested that it was a benefit to the applicant to move forward with another project if the Special Conditions Use is not approved. Another recommendation was made to move forward with the Site Plan review. Issues with the Site Plan that were identified include: 1) Parking and overflow use at CVS and 2) Wall height.

Question: Is the Site Plan attached to this use or can it be attached to another use? Another retail use many be able to use this Site Plan. The concern is that the other use may have different requirements. It was suggested that a condition could be placed on the Site Plan and a vote tonight. Additional discussion ensued.

MOVED by Davis, Seconded by Brown to table the Site Plan until the March 28, 2016, Planning Commission meeting. **MOTION CARRIED** (Nays: Garrett and Nolen).

- E. Case #15-37 (SCU)/15-38 (SP) – 28661 Michigan Avenue
Public Hearing to receive public input and review Special Conditions Use requirements and associated review of Site Plan requirements to allow a Medical Marijuana Provisionary Center in the B-3 General Business District. Emmett Gibson, LLC is the applicant.

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

- Emmett Gibson introduced himself.

Questions/Concerns:

- The street in that area is busy.
- Parking area – How does a car in the handicap parking spot get back into the street? The parking lot is small. Applicant – They would have to back out into the street. It was stated that this is hazardous if parking is on both sides of the street.
- Applicant: The Nail Salon is leaving. The new parking is the property of the house.
- How do people get in and out of the house? Applicant – The owner of the house wants to turn it into a business. The concern remains.
- Planner: The site is tight. Turning radius information can be provided by the applicant. There is enough room if two spaces are occupied. The Engineer did not provide concerns related to parking. A parking lot could be proposed across the street as well.
- Is the applicant aware of requirements to build a new parking lot? Planner: Yes.
- Based on the size of the site, only one handicap space is required.

Public:

- Medical Marijuana Provisionary License Applicant: She applied for a license. She complained about the application process and the Planning Commission not currently reviewing her application. She was referred to the Interim City Manager.

MOVED by Brown, Seconded by Nolen to close the public hearing. **MOTION CARRIED** (Nay by Garrett).

- The number of required parking spaces on the site is 10 including 1 handicap spot based on the size of the building. A suggestion was made that the Planning Commission needs to look at parking standards in general. When the ordinance review is performed, parking standards will be reviewed at that time.
- Problems with street and storm drainage system was discussed. It was suggested that this is a City issue.

MOVED by Hendricks, Seconded by Thomas to approve the Special Conditions Use with the following conditions:

1. The results of the public hearing are consistent with the findings presented in this letter.
2. Other City Departments comments are adequately addressed, if any.
3. The Chief of Police approves the security plan and system.
4. The new parking area can comply with the City Stormwater requirements.
5. Notes addressing compliance with Inkster Medical Marijuana Provisioning Center requirements are added to a revised site plan, as follows:

- a. The medical use of marijuana shall comply at all times and in all circumstances with the Michigan Medical Marihuana 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. Smoking and/or use of medical marijuana shall be prohibited at the provisioning center.
- c. Growing, cultivating, manufacturing, or processing of medical marijuana is prohibited.
- d. 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.
- e. 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.
- f. The 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.
- g. If the provisioning center ceases operation for a length of time of six months or greater, the special conditions use shall expire.

MOTION CARRIED unanimously.

MOVED by Hendricks, Seconded by Thomas to approve the Site Plan with the following conditions:

1. Provide turning radius calculations.
2. Concerns and comments of all other City Departments, if any, have been addressed.
3. Storm water provision can meets City standards without changing the layout of the site and shall be administratively approved by the City Engineer in consultation with the City Planner.
4. A legally binding shared parking agreement is executed between the parcels; #44 00 80 200 15 003 and #44 00 80 200 15 004.
5. Parcel lines, legal descriptions, and ownership information is included for all sites with improvements noted on the site plan.

MOTION CARRIED unanimously.

V. OLD BUSINESS

There was no old business.

VI. NEW BUSINESS

There was no new business.

VII. MISCELLANEOUS

A. Chairperson Position:

Chairman Wooten is interested in stepping down because he does not feel that he should serve as Chairman of both the Planning Commission and Zoning Board of Appeals (ZBA) in the interest of transparency. An issue may be appealed to the ZBA (ex: interpretation) and his chairing both boards would not be appropriate.

MOVED by Brown, Seconded by Garrett to nominate Hendricks as Chairman. There were no other nominations. Hendricks may be elected to the Charter Commission and if so, he will resign from the Planning Commission. **MOTION CARRIED unanimously.**

B. Site Plans – The reviewed cases had a lot of conditions and they did not appear ready to go to the Planning Commission. Site Plans should be as complete as possible prior to going to the Planning Commission.

C. Pre-Planning Commission Meetings – It was determined that the Planning Commission cannot meet on cases prior to a Planning Commission Meeting but a representative can attend the Development Review Team meetings as was done in the past.

VIII. ADJOURNMENT – 9:50 p.m.

MOVED by Brown, Seconded by Davis to adjourn the Planning Commission meeting held on March 14, 2016. **MOTION CARRIED unanimously.**

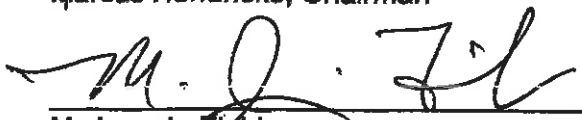
Respectfully submitted,



Marcus Hendricks, Chairman



James Garrett, Secretary



M. Jeannie Fields
Community Development Manager

MEMORANDUM

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

SUBJECT: Proposed Zoning Ordinance Amendment:
Reduce Similar Use Buffer for Provisioning Centers from 1000 feet to 500 feet

APPLICANT: Huck Property LLC, Ron Boji dated 1/28/16

DATE: February 29th 2016

BACKGROUND

We have reviewed the above application for a text amendment to reduce the similar use buffer for provisioning centers in the B-1, B-2, B-3 Zoning districts from 1000 feet to 500 feet. Uses permitted in the B-3 District are also permitted, subject to special conditions, in the TCD district.

The approval of provisioning centers are subject to special conditions in all of Inkster's commercial districts, and this buffer requirement is one of the standards required for approval. The applicant owns a property located at Michigan and Huck and proposes to open a provisioning center at the location. The Master Plan designates the site, and the commercial section of Michigan between Harrison and Hill has Town Center in the Future Land Use Plan and this designation generally corresponds to the TCD, Town Center District in the Inkster Zoning Ordinance.

REVIEW CONSIDERATIONS

The following items are pertinent to the consideration of the proposed text amendment to reduce the buffer requirement from 1000 feet to 500 feet special conditions in the B-1, B-2, B-3, and TCD Zoning.

1. Current Permitted Uses in B-1.

The intent of the B-1 Local Business Districts is to provide residential scale convenience shopping and personal service uses to meet the day-to-day needs of persons residing in adjacent residential areas.

Representative principal uses permitted in B-1 include: retail establishments grocers, hardware, pharmacies, personal services, repair shops, beauty shops, and dry cleaners.

Representative uses permitted subject to special conditions in B-1 include: mixed use buildings, bursary schools, public utilities, and public buildings without storage yards.

2. Current Permitted Uses in B-2.

The intent of the B-2 Thoroughfare Mixed-Use District is to provide locations for a mixed use environment of business and higher density residential uses and also to balance both the convenience and comparison shopping needs of neighboring residents.

Representative principal uses permitted in B-2 include: retail establishments, private clubs, restaurants, banks, professional offices, public buildings, design studios, beauty shops, townhomes, multifamily dwellings, and mortuaries.

Representative uses permitted subject to special conditions in B-2 include: bowling alleys, public utilities, automobile services stations (when developed as a part of a shopping center), senior housing, drive-through restaurants, mixed use business and residential buildings, theaters, and tattoo parlors.

3. 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.

4. Current Permitted Uses in TCD.

The TCD Town Center District intends to provide a vibrant mixed-use civic center. This district intends to achieve integrated site planning of adjoining developments to achieve a pedestrian-friendly environment, compatibility of architectural scale and character, compatibility of land uses, higher-density residential developments, support retail and civic core.

Representative principal uses permitted in B-3 include: Multi-family residential buildings, retail businesses consistent with the vision of the district, personal services, hotels, professional offices, restaurants, theaters, and civic uses.

Representative uses permitted subject to special conditions in TCD include all uses permitted in the B-3 District; excepting that auto-oriented and adult business uses are strictly prohibited.

5. Requested Permitted Uses in B-1, B-2, B-3, and TCD District

Medical Marijuana provisioning centers are permitted subject to special conditions in the B-1, B-2, B-3, and TCD Districts. The text amendment proposes reducing the required distance between provisioning centers from 1000 feet to 500 feet, or from about one every other City block to one per City block.

6. Consistency with the Master Plan

The area of the City Zoned B-1 and B-2 generally correspond to the area that is designated Neighborhood Commercial in 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 area Zoned TCD generally corresponds to the area that is designated Town Center in the Master Plan.

It was determined by City Council and Planning Commission, when these bodies reviewed the text amendments to permit provisioning centers subject to special conditions in the City's commercial districts that this use was similar to a retail pharmacy. Further, one of the primary reasons cited by the Council was the perceived economic benefit of permitting this use in the City.

The Michigan Avenue Mixed Use Commercial is envisioned to be a regional commercial corridor that caters to goods and services that are needed less frequently than convenience needs. Medical Marijuana Provisioning Centers will likely have a substantial draw and is consistent with the vision of the Master Plan. The Town Center area is envisioned to be the walkable core civic downtown trade area in the City. Additionally, the Master Plan, in several places, asserts the importance of supporting local business, economic development, and job creation in the City.

In reviewing the practical application of a 1000 foot buffer between provisioning centers, the number of sites and thus the potential economic and job creation benefit would be limited. Reducing the required buffer to 500 feet will allow for more flexibility and improve the potential for positive economic impacts in the City.

We find that reducing the required buffer between provisioning centers, permitted subject to special conditions, from 1000 feet to 500 feet in the B-1, B-2, and B-3 districts is consistent with the Master Plan.

7. Market Trends and Demand.

The applicant's proposal is indicative that there is a demand for the use in the district.

8. Traffic Impact.

The B-3 District and TCD 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 information in this review demonstrates that reducing the similar use buffer from 1000 feet to 500 feet for Medical Marijuana Provisioning Centers, subject to special conditions, in the B-1, B-2, and B-3 districts 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)

§ 155.148 MEDICAL MARIJUANA PROVISIONING CENTERS

- (C) A provisioning center shall not be located within a ~~one thousand (1000)~~ five hundred (500) foot radius of a lawfully existing medical marijuana provisioning center.

February 24, 2016

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

Subject: Michigan and Huck (Dimensional Variance) Medical Marijuana Provisioning Center
#1 Variance from separation distance required for a special conditions use

Location: NW corner - Michigan Avenue and Huck

Zoning: TCD, Town Center District

Applicant(s): Ron Boji (Owner: Huck Property LLC)

Dear Ms. Fields:

At your request, we have reviewed the above-referenced application for a dimensional variance for a proposed medical marijuana provisioning center and offer the following comments for your consideration.

DESCRIPTION OF THE SITE

The site is located at the northwest corner of Michigan Avenue and Huck Court and has a total area of 0.54 acres (23,522 square feet). The site is vacant land and the applicant proposes to construct a new 3000 square feet building with 2 tenant spaces, parking and associated site improvements. The site is in the TCD, Town Center District, which permits medical marijuana provisioning centers (also including dispensaries) as a use subject to special conditions.

Based on the Application the following variance is requested:

#1 Variance from Section 155.148(C) for separation distance between 2 facilities

- Separation Distance Required - 1000 feet
- Separation Distance Proposed - 800 feet

VARIANCE REVIEW COMMENTS

Public Act 110, as amended, grants the Board of Zoning Appeals the authority to grant nonuse variances relating to the construction, structural changes, or alteration of buildings or structures related to dimensional requirements of the zoning ordinance or to any other nonuse-related standard in the ordinance. The variance may be granted if the "spirit of the zoning ordinance is observed, public safety secured, and substantial justice done." The concurring vote of a majority of the members of the Board shall be necessary to grant a variation in a provision of the Zoning Ordinance.

Variance from Setback Requirements

- a. **The Applicant Shows Practical Difficulty.** We find that based on review of the site and the justification presented by the applicant; there is no practical difficulty as defined by the Ordinance.
- i. *Strict compliance is unnecessarily burdensome – One of the requirements for special conditions use for a Medical Marijuana Provisioning Center (MMPC) is to provide for a separation distance between like facilities in order to create a buffer and protect public health and welfare. At the time the applicant applied for site plan and special conditions approval for a MMPC, it was preceded by an application from another party for a similar provisioning center to be located at 27332 Michigan Avenue. That location is approximately 800 feet east of the subject site. If all the required conditions are met, that site shall receive the approval and the applicant will not be allowed to have the proposed use at the subject site.*

The subject site has a prominent location on Michigan Avenue and is zoned TCD which allows for a multitude of commercial and office uses. Strict compliance with the ordinance would prohibit the use of the site for a MM provisioning center; however, it does not prevent the use of the property like any other TCD zoned parcel within the City. Not being allowed a specific conditional land use on the site when it is suitable for any number of other uses is not construed as being unnecessarily burdensome.

- ii. *A variance would result in a substantial justice being done. Permitting a second MMPC to be located within 1000 feet of another facility is contrary to the intent of the regulation and granting waiver to a buffer distance between uses may have potential adverse impacts. Allowing for the reduced separation distance could result in an injustice to other property owners in the district and City.*
- iii. *There are unique circumstances to the property. To our knowledge there are no unique circumstances associated with the property. It is a buildable commercial parcel located with frontage onto a principal arterial with a local street frontage as an added advantage.*
- iv. *The hardship was not self-created – The hardship per the applicant is the inability to operate an MMPC on the site due to its proximity to another facility located less than 1000 feet from it. The hardship is entirely self-created by the applicant desire to operate a special conditions use on a site that does not meet the required separation from a similar use. As noted previously, the site is a viable commercial parcel for numerous uses allowed by the Zoning Ordinance; therefore, the applicant's hardship is self-created.*
- b. **The Spirit of the Zoning Ordinance is Observed,** *The ordinance allows MMPC uses as a special conditions use in the TCD district, even though the TCD district is envisioned as the core of the community for mixed-use retail and office development. Having 2 MMPC uses with a less than 1000 foot separation is contrary to the intent of the zoning ordinance to limit the concentration of provisioning center uses in the TCD district area. The separation distance is intended to create a buffer between uses that could potentially have adverse impacts. Therefore the request for variance is not in keeping with the spirit of the ordinance.*

- c. **Public Safety Is Secured.** We find that the request for variance will likely be contrary to public safety for the following reasons.
 - i. Will be contrary to the intent and purpose of the ordinance.
 - ii. Will not allow for the intended buffer between similar conditional uses.
 - iii. Will alter the character of the surrounding area if placed at less than the separation distance.

FINDINGS

The following findings are pertinent to the request:

1. The existing zoning of the property provides for its reasonable use and denial of the variance to use the site for a Provisioning Center does not detract from the owner's use of the property.
2. There are no unique circumstances peculiar to the property, which make it unusable or difficult to use without a variance.
3. The addition of a Provisioning Center at this site, within 1000 feet of a similar facility will not be consistent is counter to the intent of the Zoning Ordinance, which is to limit the concentration of facilities proximate areas.
4. Approval of the variance eliminates the required buffer between uses that could have potentially adverse impacts on public safety and welfare.
5. The need for the variance is self-created by the applicant.

RECOMMENDATION

Based upon our findings discussed above, we recommend that the ZBA deny the request to reduce the separation distance between two MMPC from 1000 feet to approximately 800 feet for the subject site located at the Northwest corner of Michigan Avenue and Huck intersection.

Respectfully submitted,

McKENNA ASSOCIATES



Paul Lippens, AICP
Principal Planner

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher – Interim City Manager/Treasurer

Date: April 11, 2016

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

Date for Council Consideration: April 18, 2016

ACTION REQUESTED: Consider approval to renew the agreement with Murray's Real Estate Services, LLC and Red Carpet Keim, Will Coop, Inc. to provide real estate services to sell City-Owned structured properties and vacant lots for one (1) year with the option to extend for one (1) additional year.

Current Action X Emergency Future

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

Treasurer's Approval *MS*

BACKGROUND INFORMATION

In 2011, Community Development Department staff began aggressively marketing and disposing of City-owned property. A Land and Property Disposition Team was created to assist in this process. This Team was comprised of elected officials, residents and staff. After some success with the program, the Disposition Team supported the staff's recommendation to obtain local realtors to take on the responsibility of marketing and showing the property in order to build upon the success of the program. Three (3) local Real Estate Agents, Murray's Real Estate Services, LLC, Red Carpet Keim, Will Coop, Inc., and Your Home Town Realty, were contacted to offer them the opportunity to work with the City.

In February 2012, City Council approved the administration's request to enter into an agreement and subsequently renew the agreement with the Inkster Real Estate Agents for the past four (4) years. Your Home Town Realty opted not to renew the agreement in 2015. The administration would like to renew the agreement with Murray's Real Estate, LLC and Red Carpet Keim, Will Coop to continue the success of the program. Since 2011, approximately sixty (60) property sales have occurred to include residential structures and vacant lots with over \$127,000 in sales.

SCOPE OF SERVICES

The Real Estate Agents will provide the following services (A copy of the full Agreement is attached).

1. Perform an initial inspection of all properties.
2. Preparation of a comparative market analysis using three (3) similarly sold properties.
3. Advertising of the properties through appropriate multi-listings and other appropriate means.
4. Showing of all properties.
5. Accept offers to purchase property.
6. Provide information to purchasers regarding potential resources for housing repairs.

JUSTIFICATION

Continue the success of the program by retaining the professional assistance of Real Estate Agents while accomplishing the following:

1. Get city-owned property back on the tax rolls.
2. Reduce the number of vacant and abandoned homes in the city.
3. Create homeownership opportunities.

PROJECT OR IMPROVEMENT TASKS

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

COSTS

The City will pay the Real Estate Agents, Murray's Real Estate Services, LLC and Red Carpet Keim, Will Coop, Inc., per the following fee scale:

1. Property sold between \$1,500 - \$1,999 = \$750 per property
2. Property sold between \$2,000 - \$5,000 = \$1,250 per property
3. Property sold between \$5,001 - \$10,000 = \$1,500 per property
4. Property sold over \$10,000 = \$2,000 per property
5. Vacant Lots – Residential = \$100 per lot (unbuildable)
6. Vacant Lots – Residential = \$200 per lot (buildable)
7. Vacant Lots – Commercial = 10% of sales price

The fee scale is the same as it was in 2014 and 2015. However, a fee amount was added to accommodate vacant commercial lot sales.

PROJECT TIME TABLE

Upon the approval of City Council.

RESOLUTION

Resolved by _____ Seconded by _____

Authorization is hereby given to renew the agreement with Murray's Real Estate Services, LLC and Red Carpet Keim, Will Coop, Inc to provide real estate services to sell City-Owned structured properties and vacant lots for one (1) year with the option to extend for one (1) additional year.

Yes:

No:

Absent:

REAL ESTATE SERVICES AGREEMENT

This agreement made this ____ day of _____, 2016 between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141 (hereinafter referred to as "**City**") and _____, located at _____, Inkster, Michigan 48141 (hereinafter referred to as "**Broker**").

WITNESSETH, WHEREAS, the City of Inkster is in need of real estate services to continue the sale of City-authorized structured properties and vacant lots located within the City,

WHEREAS, Murray's Real Estate Services, LLC and Red Carpet Keim, Will Coop, Inc., have agreed to work together to provide real estate services to the City,

WHEREAS, the Broker will maintain a valid Real Estate License, City of Inkster Business License, applicable insurances, including liability Insurance, and remain as a Business in Good Standing with the State of Michigan, and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City shall be responsible for court costs relating to eviction proceedings. These costs shall be the actual costs charged by the Court and may include filing, service, bailiff and writ fees. It shall be the sole responsibility of the City to evict any occupants from the listed properties. The decision to evict any occupants shall be determined by the City.
2. The City shall pay the Broker per the following fee scale for commercial and residential property sales:
 - a. Property sold between \$1,500 - \$1,999 = \$750 per property
 - b. Property sold between \$2,000 - \$5,000 = \$1,250 per property
 - c. Property sold between \$5,001 - \$10,000 = \$1,500 per property
 - d. Property sold over \$10,000 = \$2,000 per property
 - e. Vacant Lots – Residential = \$100 per lot (unbuildable)
 - f. Vacant Lots – Residential = \$200 per lot (buildable)
 - g. Vacant Lots – Commercial = 10% of sales price added

The applicable sum shall be payable if and when each sale is consummated and shall be due at closing.

3. The City shall be responsible for the following costs and expenses which may be passed on to the purchaser and shall be due at closing:
 - a. Performance of a pre-sale inspection.
 - b. Performance of a final water reading.
4. The City shall provide the Broker with a listing of property and send all inquiries related to all sales to the Broker.
5. The Broker shall be responsible for the following items:

- a. Perform an initial inspection of all properties.
 - b. Preparation of a comparative market analysis using three (3) similarly sold properties. After having prepared this analysis, the Broker shall prepare a proposed price for each property.
 - c. Advertising of the properties through appropriate multi-listings and other appropriate means as approved by the City.
 - d. Showing of all properties.
 - e. Make properties available to potential buyers within seven (7) business days after receipt from the City. Owner occupied purchasers shall have preference over investor purchasers.
 - f. Accept offers to purchase property. Each offer shall be accompanied by a good faith deposit as follows: 1) Residential and Commercial structures = \$600; 2) Residential lots = \$100; and 4) Commercial lots = \$500. After the Broker receives the offer and good faith deposit, the offer is presented to the City to process for City Council approval. If the offer is rejected by City Council, the City returns the deposit. If the offer is accepted, it is included in the purchase price.
 - g. Closings on all properties shall be held at the office of the City within thirty (30) days of City Council approval.
 - i. The Broker shall be responsible for the preparation of all necessary documents, including but not limited to application, Letter of Good Standing, aerial photos, parcel maps, area comps and purchase agreements.
 - 1. The Broker shall advise the Purchaser in writing that the City will not authorize occupancy on the property until a Certificate of Occupancy has been obtained.
 - ii. All conveyances by the City shall be by quit-claim deed. In the event that a prospective purchaser shall desire a policy of title insurance, the purchaser shall purchase such policy at his own expense. The Broker shall arrange the ordering of the title policy.
 - iii. The purchaser of each property shall complete the transaction with cash, certified check or other financing approved by the City.
 - h. Provide information to purchasers regarding potential resources for housing repairs.
6. The City reserves the right to exclude any city-owned property from this Agreement.
7. This Agreement shall remain in effect for a period of one (1) year from the execution date. Furthermore, the terms of this Agreement may be extended upon mutual agreement of the parties in writing for an additional one (1) year period.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and the Broker have executed this Agreement on the date set forth opposite their signature below:

For: City of Inkster

By: _____
Byron Nolen
Mayor

Dated: _____

Witness:

By: _____

Dated: _____

For: City of Inkster

By: _____
Mark Stuhldreher
Interim City Manager/Treasurer

Dated: _____

Witness:

By: _____

Dated: _____

For: Real Estate Agent Name

By: _____

Dated: _____

Witness:

By: _____

Dated: _____

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager

Date: April 6, 2016

From: Jerome Bivins, DPS Deputy Director *JB* Date for Council's Consideration April 18, 2016

ACTION REQUESTED: The City Administration along with IT Consultant are requesting that you accept the quote from I.Comm for \$22,558.00 to install the audio sound system for both Courtrooms in the 22nd District Court. Funds from account 101-265-933.000 – Equipment Maintenance

Current Action ☒ X Emergency ☐ Future ☐

Funds Budgeted: If Yes ☒ X Account # 101-265-933.000 No ☐ N/A ☐

Treasurer's Approval *NDS*

BACKGROUND:

In December 2014 the 22nd District Court was relocated to the new Inkster Justice Center located at 26279 Michigan Ave. To conform with the budget constraints; there were certain essential items that were eliminated by the Inkster Justice Center Relocation committee; including office furniture, employee elevator, Courtroom and Police Department equipment, and much more. In response to multiple requests from the Court Administration and complaints from the Public the City Administration decided to obtain quotes from several vendors to install an adequate audio system in the Courtrooms. The below quotes were obtained. Tri-State Communications was not selected due to the limited scope of work proposed that would not fulfill the minimum project requirements. The other two vendor proposals were nearly identical in scope and both have extensive experience in this area.

Tri-State Communications	\$11,290.99
I.Comm	\$22,558.00
Sound Design Communications	\$23,431.60
Worldview Technologies	\$23,450.00

SCOPE OF SERVICES:

To provide the 22nd District Court with a sound system serves the need of the Court Administration as well as the Public.

JUSTIFICATION:

After utilizing the Courtroom for two years it has been determined the current audio setup is inadequate to serve the needs of the Court and the Public welfare.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS: \$22,558.00

PROJECTED TIME TABLE:

Upon Approval 6 to 9 weeks to complete installation

RESOLUTION:

Authorization is hereby given to the City Administration and IT Consultant to accept the quote from I.Comm for \$22,558.00 to install the audio sound system for both Courtrooms in the 22nd District Court. Funds from account 101-265-933.000 – Equipment Maintenance

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

TRI-STATE COMMUNICATIONS42705 WEAR RD.
BELLEVILLE, MI 48111

734-753-5555 FAX 734-753-6666

PROPOSAL

2189

JOB NAME / LOCATION

Date 1/5/2016

TO: **CITY OF INKSTER
26900 PRINCETON ST.
INKSTER, MI 48141****CITY OF INKSTER
26900 PRINCETON ST.
INKSTER, MI 48141**Customer Phone
313-563-9774Customer Fax
313-274-5774

We hereby submit specifications and estimates for:

	Total
INSTALLATION OF WIRING AND EQUIPMENT FOR PAGING IN COURT ROOMS	
INSTALLATION OF WIRING AND EQUIPMENT FOR PAGING IN HALLWAYS	
LABOR	5,000.00
MATERIALS-6 MALE AND 6 FEMALE XLR ENDS	60.00T
MATERIALS-600' WIRE	400.00T
MATERIALS-2 MUTABLE MICROPHONES	474.89T
MATERIALS-2 FLUSH MOUNT MICROPHONES	360.90T
MATERIALS-12 GOOSE NECK MICRO PHONES	3,242.30T
MATERIALS-2 A/B SWITCHES FOR JUDGES	510.56T
MATERIALS-2 TPU15 AMPLIFIERS	531.44T
MATERIALS-1 TPU35 AMPLIFIER	435.30T
MATERIALS-8 CEILING SPEAKERS	275.60T
LABOR	5000.00
MATERIALS	6290.99
SALES TAX	\$0.00
	\$11,290.99

We Propose hereby to furnish material and labor -- complete with the above specifications, for the sum of:**\$11,290.99**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

ACCEPTANCE OF PROPOSAL

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

**Authorized
Signature** _____Note: This proposal may be
withdrawn by us if not accepted by.**30 DAYS**

Date of Acceptance: _____



October 29, 2015
Quote: JESF151029A

City of Inkster
26279 Michigan Ave
Inkster, MI 48141
313.563.4232
Attn: Brent Perry

Installation of Audio/Paging System For Both Courtrooms

22nd District Court- City of Inkster

Quote:

I.COMM Corporation is pleased to provide you with a quotation for the Installation of new JBL ceiling loud speakers, Shure desktop gooseneck microphones, Shure ceiling microphones, a new A/V equipment rack with a rack power strip & plexi-glass front door, a Bi-Amp Nexia CS DSP, a new 4 channel amplifier and speaker & microphone cabling for each court room. We will provide and install 4 ceiling speakers in the hall ways and install a push to page button at each judge bench location for the ability to page the hallway area. Again, thank you for the opportunity to submit our quotation. If you should have questions or require further information, please feel free to contact me. We look forward to receiving your most valued order.

Industrial
Communication
Company
Est. 1943

Corporate Office:
49361 Shafer Ave
P.O. Box 930299
Wixom, MI 48393.0299
248.960.3700
Fax: 248.960.0377

Total Price for Materials, Installation & Programming \$22,558.00

1605 E. Kalamazoo St
Lansing, MI 48912.2701
517.484.6905
Fax: 517.484.7126

Following are clarifications that are specific to this project:

1. All 120VAC, back box, conduit, cable pathways & supports are the responsibility of City.
2. Quote based on a 4-6 week lead from P.O. date and labor during normal business hours.

3129 Chicago Dr. SW
Grandville, MI 49418
616.942.6290
Fax: 616.942.5766

G 12157 N. Saginaw
Clio, MI 48420
810.686.4990
Fax: 810.686.5980

Thank you for the opportunity to submit our quotation. If you should have questions or require additional information, please contact us at 248.960.3700. We look forward to working with you.

**I.COMM
Sales Division**

CUSTOMER ACCEPTANCE

BY: Joe Samborski II

Joe Samborski II
24600 N. Industrial Dr.
Farmington Hills, MI 48335
248.787.2317

Authorized Signature Date

Printed Name

Purchase Order Number



Material List For Both Courtrooms:

QUAN	MFR	DESCRIPTION
2	Biamp	DSP
2	Biamp	Input/Output Logic Box
6	Shure	Desk Microphone
4	Shure	Microphone
4	Shure	Hanging Microphone
2	Crown	4 Channel Amplifier
20	JBL	Ceiling Loudspeakers
2	Liberty	Push to Page Button
2	FSR	Single Gang Sloped Table Box
1	JBL	Mixer Amplifier
2	Middle Atlantic	Rack
2	Middle Atlantic	Plexiglass Front Door
2	Middle Atlantic	Rack Power Strip
2	West Penn	Speaker Cable
1.5	West Penn	Mic Cable

Industrial
Communication
Company
Est. 1943

Corporate Office:
49361 Shafer Ave
P.O. Box 930299
Wixom, MI 48393.0299
248.960.3700
Fax: 248.960.0377

1605 E. Kalamazoo St
Lansing, MI 48912.2701
517.484.6905
Fax: 517.484.7126

3129 Chicago Dr. SW
Grandville, MI 49418
616.942.6290
Fax: 616.942.5766

G 12157 N. Saginaw
Clio, MI 48420
810.686.4990
Fax: 810.686.5980

Pricing is valid for 30 days and based on a 2-3 week lead time with work being performed during normal business hours. The above products are guaranteed free from defects in materials and workmanship for a period of 12 months under the Bronze level I.COMM service agreement. Unless otherwise stated, it is assumed that any existing wire is in good, usable condition, free of shorts, opens, and improper grounding. If we should find defective wiring, we will notify you of the condition so that the appropriate corrections can be taken. I.COMM understands the conduit or stub-up system to consist of all electrical boxes, junction boxes, terminal boxes, and/or backboards will be provided by others. All 120VAC power and grounding for systems are to be provided by others. It is assumed that any CAD/electronic data files we may require will be available at no charge for our use in developing as-built documents are required. After receipt of your order, materials will be ordered for immediate delivery to your facility or the job site. If you are unable to accept delivery of the material, we reserve the right to order the material to maintain current prices and will store the materials in our warehouse at no additional charge. However, all material will be billed on a Net 30 upon receipt of invoice basis. Installation will be billed on a progressive basis, Net 30 upon receipt of invoice.

3 March 2016

Mr. Jerome Bivins
City of Inkster
26900 Princeton Street
Inkster, MI 48141
jbivins@cityofinkster.com

Dear Mr. Bivins,

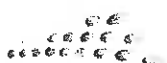
We are pleased to provide the following proposal to renovate AV systems at the 22nd District Courthouse, Inkster, Michigan.

Scope of Work

1. Provide and install a complete new sound reinforcement system with six (6) microphones, for each of two courtrooms.
2. Interface each system with the existing courtroom digital audio recorders.
3. Provide an audio paging system from each courtroom to the hallway/lobby outside the courtrooms.
4. If required others will provide and install, all raceway, conduit, raceway fittings, outlet boxes, junction boxes, pull boxes, terminal cabinets, floor boxes, 120 volt AC power circuits, and insulated ground cables.
5. Provide system commissioning.
6. Provide owner training for use of the system.
7. Provide a one year warranty on all new work and new equipment.

Cost

No.	Manf	Description	Qty	Each	Extension
1	Lectro	DM84 Automatic Microphone Mixer	2	1728.00	3456.00
2	Shure	MX418D/C 19" Goseneck Mic w/Base	12	283.50	3402.00
3	ProCo	MS42A Mic Splitter	4	297.00	1188.00
4	Atlas	FAP42T Ceiling Loudspeaker	40	83.70	3348.00
5	MidAtlantic	BRK Cabinet	2	162.00	324.00
6	AA	IPA1502 Power Amplifier	2	742.50	1485.00
7	SPC	Connectors, cable, hardware	3	631.80	1895.40
8	Toa	A-512 Mixer amp	1	675.00	675.00



9	Toa	PM-600 Page Mic	2	163.35	326.70
10			0	0.00	0.00
				Materials	\$ 16,100.10
				Sales Tax	-
				Engineering	967.50
				Shop Labor	-
				Field Installation	6,364.00
				Sub Total	\$ 23,431.60
				Bond	-
		Sales Tax Rate	0%	Fees	-
		Bond Rate	0%	Grand Total	\$ 23,431.60

Total Cost \$ 23,431.00

This proposal is valid for 30 days.

This proposal is for work that can be completed between 7a and 5p, Monday through Friday.

Payment terms are NET 30, progress payments and payment for stored material.

design Please include Michigan State Sales Tax if applicable.

sound Costs for any permits, if necessary, will be added to the total cost of this work.

sales Please provide a properly executed purchase order to confirm this purchase.

video We appreciate this opportunity to be of service to you. If we can provide additional information please contact me by telephone at 313 255-4100.

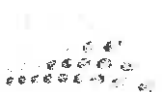
installation Sincerely,
SOUND PLANNING COMMUNICATIONS

intercom

service George J. Kereji
Vice President

acoustics

rentals





26595 EVERGREEN RD
SOUTHFIELD, MI 48076
PH-313-258-1605
FAX-313-221-9177

SERVICES FOR: CITY OF INKSTER
26900 PRINCETON ST.
INKSTER, MI 48141

BILL TO: CITY OF INKSTER
26900 PRINCETON ST.
INKSTER, MI 48141

JOB QUOTE

2016-Q1029

Revision Date & No.:	
Customer P/O #: Jerome Bivins	Project Number: 0
Estimate Total: \$23,450.00	Submission Date: 15-Mar-16

PARTS AND MATERIALS

ITEM/PART #	QTY.	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
COURT ROOM AV PROJECT					
*****	12	ea.	SHURE MX18 PROGRAMABLE MICROPHONES	\$372.00	\$4,464.00
*****	14	ea.	JBL CEILING SPEAKERS	\$187.20	\$2,620.80
*****	2	ea.	ATLAS WALL CONTROL	\$104.40	\$208.80
*****	2	ea.	SOUNDCRAFT MIXER EPM12	\$384.00	\$768.00
*****	2	ea.	TASCAM SOLID STATE RECORDER SD-20M	\$418.80	\$837.60
*****	2	ea.	CROWN CD1 1000	\$915.60	\$1,831.20
*****	2	ea.	GRC ROLLING AMP AND MIXER CASE 10X12PU	\$568.80	\$1,137.60
*****	2	ea.	16 X 2 SPEAKER CABLE	\$132.00	\$264.00
*****	2	ea.	XLR CABLE & ASSEMBLIES	\$144.00	\$288.00
*****	2	ea.	CONSUMABLES (Cable Support, Hardware, etc.)	\$240.00	\$480.00
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

Total Parts and Materials: **\$12,900.00**

LABOR

Tax: **\$0.00**

LABOR DESCRIPTION	AMOUNT
* TOTAL LABOR * PREWIRE FOR ALL AV DEVICES & COMPONENTS. * INSTALL (7) CEILING SPEAKERS FOR EACH OF (2) COURT ROOMS. (6 Speakers in the court room, & 1 in the hall front of each room) * INSTALL (6) GOOSE NECK MICS FOR EACH OF (2) COURT ROOMS FOR DESIGNATED LOCATIONS. * INSTALLATION OF EQUIPMENT, & HARDWARE STATED ABOVE. * PROGRAM, & CALIBRATE TO CUSTOMER SPECIFICATIONS.	\$10,500.00
* TRIP CHARGE:	\$50.00

PAYMENT TERMS: 1/2 Down & balance upon completion

Total Labor: **\$10,550.00**

Tax: **\$0.00**

Authorized Signature: _____

Date: _____

Project Total: **\$23,450.00**

Worldview Technologies greatly appreciates your business!

Note: Pricing is good for 30 days.

WORLDVIEW TECHNOLOGIES

guarantees all workmanship for (1) year.

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager Date: April 6, 2016

From: Jerome Bivins, DPS Deputy Director Date for Council's Consideration: April 18, 2016

ACTION REQUESTED: Consider authorizing the Deputy Director of DPS, as a representative of the City, to make an application to the Wayne County Department of Public Services for necessary annual permit to allow temporary closure of certain Local and County Roads for specified period in accordance with all general and special conditions of this permit on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Current Action ☒ X Emergency _____ Future _____

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

Treasurer's Approval *MDJ*

BACKGROUND:

The Annual Permit to allow temporary closure of Local and County Roads is required from Wayne County to conduct parades, block parties, marathons, celebrations, festivals, and install banners within the county road Right-Of-Way.

SCOPE OF SERVICES:

To allow the City of Inkster to close Local and County Roads for special event entirely within the boundaries of our Community and to install banners where permitted on the County road Right-Of-Way.

JUSTIFICATION:

Wayne County requirement to allow temporary closure of certain Local and County Roads with a three (3) working days' notice prior to any closure.

PROJECT IMPROVEMENTS:

N/A

COSTS:

N/A

PROJECTED TIME TABLE:

Resolution will be submitted as part of application upon adoption by Mayor and Council resolution.

RESOLUTION:

Authorization is hereby given to the Deputy Director of DPS, as a representative of the City of Inkster, to make application to the Wayne County Department of Public Services for necessary annual permit to allow temporary closure of certain Local and County Roads for specified period in accordance with all general and special conditions of this permit on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Various Staff
(734) 595-6504, Ext: 2009
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-16147

ISSUE DATE

1/1/2016

EXPIRES

12/31/2016

REVIEW No.

WORK ORDER

PROJECT NAME

INKSTER - SPECIAL EVENTS

LOCATION

VARIOUS

CITY/TWP

INKSTER

PERMIT HOLDER

CITY OF INKSTER
26900 PRINCETON ST
INKSTER, MI 48141-2314

CONTRACTOR

CONTACT

JEROME BIVINS

(313) 563-9773

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS:

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.

PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		PLANS APPROVED BY
PLAN REVIEW FEE	\$0.00		DATE PLANS APPROVED
PARK FEE	\$0.00		1/1/2016
OTHER FEE	\$0.00		
BOND	\$0.00		
INSPECTION DEPOSIT	\$0.00	LETTER OF CREDIT DEPOSITOR	REQUIRED ATTACHMENTS
OTHER BOND	\$0.00		GENERAL CONDITIONS
TOTAL COSTS	\$0.00		ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES
			ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES
			SAMPLE COMMUNITY RESOLUTION
			RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
			www.waynecounty.com/dps_engineering_cpooffice.htm
TOTAL CHECK AMOUNT	\$0.00		
CASHIER	DATE		
	1/1/2016		

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JEROME BIVINS
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Mr. Ali Aljawad

DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Annual Special Events for Municipalities
Road Closure/Detour Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

A permit, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne, MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, a permit will be issued authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MMUTCD.
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

A permit, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, a permit will be issued authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDFS Special Provisions, and other WCDFS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The surety performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a **START OF WORK NOTIFICATION** form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSEA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to ensure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDFS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

----- This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name

Title

_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

#305299-v2

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager Date: April 6, 2016

From: Jerome Bivins, DPS Deputy Director *JB* Date for Council's Consideration: April 18, 2016

ACTION REQUESTED: Consider authorizing the Deputy Director of DPS, as a representative of the City, to make an application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of Wayne County Roads on behalf of the city of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Treasurer's Approval *MD*

BACKGROUND:

The Annual Permit to occupy the Right-Of-Way of County Roads is required from Wayne County to replace and repair pavement cuts due to utility repairs within the Right-Of-Way of various roads in Wayne County.

SCOPE OF SERVICES:

To conduct emergency repairs to pavement work on County Roads as needed in accordance with the Wayne County rules, specifications, and procedures within the boundaries of our Community as needed for this permit.

JUSTIFICATION:

Wayne County requirement to occupy the Right-Of-Way with regard to pavement restoration work.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster.

COSTS:

N/A

PROJECTED TIME TABLE:

Resolution will be submitted as part of application upon adoption by the Mayor and Council.

RESOLUTION:

Authorization is hereby given to the Deputy Director of DPS, as a representative of the City of Inkster, to make application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of County Roads on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Resolved by

Seconded by

Yes:

No:

Absent:

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Various Staff
(734) 595-6504, Ext: 2009
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-16114

ISSUE DATE

1/1/2016

EXPIRES

12/31/2016

REVIEW No.

WORK ORDER

79354

PROJECT NAME
INKSTER - PAVEMENT RESTORATION

LOCATION
VARIOUS

CITY/TWP
INKSTER

PERMIT HOLDER
CITY OF INKSTER
28900 PRINCETON ST
INKSTER, MI 48141-2314

CONTRACTOR

CONTACT
JEROME BIVINS

(313) 563-9773

CONTACT
<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		PLANS APPROVED BY
PLAN REVIEW FEE	\$0.00		DATE PLANS APPROVED
PARK FEE	\$0.00		1/1/2016
OTHER FEE	\$0.00		REQUIRED ATTACHMENTS
BOND	\$0.00		GENERAL CONDITIONS
INSPECTION DEPOSIT	\$0.00	LETTER OF CREDIT DEPOSITOR	INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/tips_engineering_cpooffice.htm
OTHER BOND	\$0.00		
TOTAL COSTS	\$0.00		
TOTAL CHECK AMOUNT	\$0.00		
CASHIER	DATE		
	1/1/2016		

(PERMIT VALID ONLY IF ACCOMPANIED
BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JEROME BIVINS
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Mt. All Allowed

DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a **START OF WORK NOTIFICATION** form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the *Miss Dig Statute, MCL §460.701 et seq.*, as amended. The Permit Holder shall call "MISS DIG" at (300) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSEA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drilling, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs, annual maintenance work, and for other purposes on local and County roads
located entirely within the boundaries of the Community, as needed from time to time to
maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits
and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or
indirectly out of its obligations, responsibilities, and duties under the Permit which results
in claims being asserted against or judgment being imposed against the County, and all
officers, agents and employees thereof pursuant to a maintenance contract. In the event
that same occurs, for the purposes of the Permit, it will be considered a breach of the
Permit thereby giving the County a right to seek and obtain any necessary relief or
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires
insurance on its own or its contractor's behalf, it shall also require that such policy
include as named insured the County of Wayne and all officers, agents and employees
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent
the County from requiring additional performance security or insurance before issuance
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne
County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____

#305299-v2

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager Date: April 6, 2016

From: Jerome Bivins, DPS Deputy Director *JB* Date for Council's Consideration: April 18, 2016

ACTION REQUESTED: Consider authorizing the Deputy Director of DPS, as a representative of the City, to make an application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of County Roads on behalf of the city of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Treasurer's Approval *MD*

BACKGROUND:

The Annual Permit to occupy the Right-Of-Way of County Roads is required from Wayne County for sanitary sewer and water-main inspections, repair and routine maintenance, dust palliative, calcium and salt applications, sidewalk repair and replacement. Any infrastructure within the Right-Of-Way requires a permit from Wayne County.

SCOPE OF SERVICES:

To conduct emergency repairs and annual maintenance work on Local and County Roads located entirely within the boundaries of the Community. As needed to maintain the roads in reasonable conditions, safety, and convenience for public travel.

JUSTIFICATION:

Wayne County requirements to occupy the Right-Of-Way of County Roads.

PROJECT IMPROVEMENTS:

N/A

COSTS:

N/A

PROJECTED TIME TABLE:

Resolution will be submitted as part of application upon adoption by Mayor and Council.

RESOLUTION:

Authorization is hereby given to the Deputy Director of DPS, as a representative of the City of Inkster, to make application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of County Roads on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Resolved by

Seconded by

Yes:

No:

Absent:

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Various Staff
(734) 595-6504, Ext: 2009
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-16059

ISSUE DATE

1/1/2016

EXPIRES

12/31/2016

REVIEW No.

WORK ORDER

79641

PROJECT NAME
INKSTER - MAINTENANCE

LOCATION

VARIOUS ROADS ()

CITY/TWP

INKSTER

PERMIT HOLDER

CITY OF INKSTER
26900 PRINCETON ST
INKSTER, MI 48141-2314

CONTRACTOR

CONTACT

JEROME BIVINS

(313) 563-9773

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		PLANS APPROVED BY
PLAN REVIEW FEE	\$0.00		
PARK FEE	\$0.00		
OTHER FEE	\$0.00		
BOND	\$0.00		
INSPECTION DEPOSIT	\$0.00	LETTER OF CREDIT DEPOSIT	DATE PLANS APPROVED
OTHER BOND	\$0.00		1/1/2016
TOTAL COSTS	\$0.00		REQUIRED ATTACHMENTS
TOTAL CHECK AMOUNT	\$0.00		GENERAL CONDITIONS
CASHIER	DATE		SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS
	1/1/2016		INDEMNITY AND INSURANCE ATTACHMENT
			SAMPLE COMMUNITY RESOLUTION
			RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
			www.waynecounty.com/tips_engineering_office.htm

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JEROME BIVINS
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Mr. Ali Aljawad

DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Street Sweeping

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

Permit Conditions

1. A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services
Engineering Division - Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bonds: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a **START OF WORK NOTIFICATION** form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the *Mis Dlg Statute, MCL §460.701 et seq.*, as amended. The Permit Holder shall call "MISS Dlg", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signaling and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permit activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widening or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs, annual maintenance work, and for other purposes on local and County roads
located entirely within the boundaries of the Community, as needed from time to time to
maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits
and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or
indirectly out of its obligations, responsibilities, and duties under the Permit which results
in claims being asserted against or judgment being imposed against the County, and all
officers, agents and employees thereof pursuant to a maintenance contract. In the event
that same occurs, for the purposes of the Permit, it will be considered a breach of the
Permit thereby giving the County a right to seek and obtain any necessary relief or
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires
insurance on its own or its contractor's behalf, it shall also require that such policy
include as named insured the County of Wayne and all officers, agents and employees
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent
the County from requiring additional performance security or insurance before issuance
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne
County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____
(name of Community), County of Wayne, Michigan, on _____.

#305299-v2

REQUEST FOR COUNCIL ACTION

To: City Council

Date: April 10, 2016

From: Mark Stuhldreher, Treasurer/ICM

Date for Council's Consideration: April 18, 2016

ACTION REQUESTED: Council approval of a Service Agreement with Nyhart Company, Inc., to furnish an actuarial valuation of the City of Inkster's Other Post-Employment Benefits (OPEB) for fiscal years 2016 and 2017 in accordance with Governmental Accounting Standards Board (GASB) Statement #45 requirements.

Current Action X Emergency Future

Funds Budgeted: If Yes X Account # 101-253-801.000; If No

Treasurer's Approval MDS

BACKGROUND:

It is recommended that the attached Service Agreement with Nyhart be executed to allow for the required annual actuarial valuation of the Other Post-Employment Benefits (OPEB) in order to ascertain the liability of said benefits for annual financial statement reporting purposes. The service agreement will cover both FY 2016 and FY 2017. The actuarial valuation will be done in accordance with rule #45 as promulgated by the Government Accounting Standards Board. The Service Agreement will include data collection and analysis, report preparation and disclosures as required by GASB rule #45.

Effective with the FY 2018 financial statement audit, GASB rule #45 will be replaced with rule #78. This will involve significant changes to how the liabilities are calculated and the associated reporting of same. Due to the timing of these changes, it is recommended that Nyhart, the firm that has historically performed the bi-annual actuarial valuation, be used for FY 2016 and FY 2017 in order to provide consistency between past reporting methodologies and to properly position the city for the upcoming changes in the accounting standards.

SCOPE OF SERVICES:

The Service Agreement will include data collection and analysis, report preparation and disclosures as required by GASB rule #45 for audited financial statement reporting purposes.

JUSTIFICATION:

The Government Accounting Standards Boards promulgates rules that must be adhered to regarding how financial data and information is calculated and reported in the audited financial statements. Execution of this Agreement will ensure the OPEB liabilities are properly calculated and reported.

PROJECT IMPROVEMENTS:

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

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

COSTS:

The fee for this service is \$12,000 and includes both fiscal year reporting requirements. This is the same amount that was charged in FY 2014 for the reports that covered FY 2014 and FY 2015.

PROJECTED TIME TABLE:

The report will be available by August 15, 2016 which meets the annual audit timeline requirements.

RESOLUTION:

Authorization is hereby given for the Mayor and Interim City Manager to sign the attached Service Agreement with Nyhart Company, Inc.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



**THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")**

Agreement Between Nyhart, and:

Client Name:	City of Inkster
Primary Contact Name:	Mark Stuhldreher
Primary Contact Address:	26215 Trowbridge Street
	Inkster, MI 48141
Primary Contact Phone:	(313) 203-2481
Primary Contact Fax:	

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending June 30, 2016 and fiscal year ending June 30, 2017, Nyhart will provide the following actuarial services:

- Data collection and analysis
- Preparation of a comprehensive annual report / actuarial valuation
- Disclosures as required by GASB 45
- Nyhart will provide a copy of the final signed GASB 45 report by no later than August 15, 2016.
- Nyhart will invoice the client in such a manner that the full amount due is paid by August 31, 2016.

Fees for services provided by Nyhart

The fees listed below are subject to annual adjustments.

<u>Service</u>	<u>Fee</u>
Full GASB 45 actuarial update:	\$12,000

Client will be invoiced at the end of each month for work in progress.

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include to material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 45 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

City of Inkster

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____

REQUEST FOR COUNCIL ACTION

To: City Council

Date: April 10, 2016

From: Mark Stuhldreher, Treasurer/ICM

Date for Council's Consideration: April 18, 2016

ACTION REQUESTED: Council approval of a Memorandum of Agreement between Wayne Metropolitan Community Action Agency and the City of Inkster as it pertains to the administration of the Water Residential Assistance Program (WRAP) sponsored by the Great Lakes Water Authority (GLWA).

Current Action X Emergency Future

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

Treasurer's Approval MDS

BACKGROUND:

The WRAP was outlined in the 2014 MOU and agreed upon by representatives from the City of Detroit, Oakland, Macomb, and Wayne Counties as part of the creation of the GLWA. WRAP was approved by the GLWA in June of 2015. The Wayne Metropolitan Community Action Agency was chosen by the GLWA to administer the program. WRAP is designed as a universal program delivery model for all customers of the GLWA service area. To be eligible, programs participants must be at 150% of the federal poverty level or below as adjusted for the number of persons per household; must be the "consumer" of the water service (tenant or owner occupied); and must adhere to the intake and program monitoring criteria established by the Wayne Metropolitan Community Action Agency.

SCOPE OF SERVICES:

As outlined in the MOU, the City agrees to:

- Understand and accept the WRAP Universal Service Delivery Model design.
- Provide to WRAP CA Alliance Agency a main point of contact who will be responsible for:
 - Utilizing WRAP secure portal for on-going communications between CA Alliance Agency and Wholesale Customer.
 - Receiving and reviewing reports of enrolled WRAP residents on regular basis.
 - Reporting back to CA Alliance at mutually agreed upon intervals on payment status of enrolled WRAP residential customers.
 - Invoicing CA Alliance for WRAP residents at established intervals for bill credit payments (based on \$25 per month).
 - Receiving and responding to CA Alliance questions regarding individual WRAP residential customer cases on an as needed basis.

- Acting as liaison to Wholesale Customer billing department regarding payments made by CA Alliance.
- Attending WRAP Wholesale Customer meetings held by CA Alliance.
- Providing CA Alliance access to customer billing history.
- Engaging with CA Alliance in shared WRAP marketing and outreach activities to residential customers in Wholesale Customer's community.

As outlined in the MOU, the Wayne Metropolitan Community Action Agency agrees to:

- Provide a Single Service Point of Entry to the WRAP Program.
- Pre-screen WRAP applicants for program eligibility, schedule residents for intake appointments.
- Schedule intake appointments at CA Alliance Service Center accessible to residents.
- Inform and secure resident agreement of WRAP Program expectations and responsibilities via WRAP Client Contract.
- Refer eligible residents with water usage at or above 120% of normal usage for Home Water Conservation audit. Conduct Home Water Audit and perform minor home plumbing repairs eligible within scope of project.
- Provide a main point of contact to the Wholesale Customer who will be responsible for:
 - Utilizing WRAP secure portal for on-going communications between CA Alliance Agency and Wholesale Customer.
 - Providing reports of enrolled WRAP residents on regular basis.
 - Providing reports of WRAP residents who exit and/or are terminated from the program.
 - Reporting back to Wholesale Customer monthly on CA Alliance payment status of enrolled WRAP residential customers.
 - Sending batched bill credit payments monthly to Wholesale Customer by 25th date of month for enrolled residents verified as in good standing with WRAP.
 - Acting as liaison to Wholesale Customer regarding the WRAP Program.
 - Engaging with Wholesale Customer in shared marketing and outreach activities around WRAP to residential customers.
- Collect and maintain program data, including but not limited to:
 - Scheduled appointments of residents residing in Wholesale Customer Community.
 - Status of enrolled residents in WRAP from Wholesale Customer Community receiving bill payment assistance and home water conservation audits..
 - Number of households assisted.

JUSTIFICATION:

To provide water bill payment assistance to eligible customers of the City of Inkster's water/sewer utility.

PROJECT IMPROVEMENTS:

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

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

COSTS:

There is no fee to enter into this MOU. However, due to the anticipated number of eligible participants, additional staffing may be required to accommodate the demand. This will be discussed during the FY 2017 budget meetings.

PROJECTED TIME TABLE:

The Memorandum of Agreement, if approved will go into effect May 1, 2016 and will have an initial expiration date of April 30, 2017 absent renewal as mutually agreed upon by the parties.

RESOLUTION:

Authorization is hereby given for the Mayor and Interim City Manager to sign the attached Memorandum of Agreement with Wayne Metropolitan Community Action Agency.
--

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Memorandum of Agreement Between

Wholesale Customer: City of Inkster Attn: Mark Stuhldreher 26215 Trowbridge Inkster, MI 48141	CA Alliance: Wayne Metro Community Action Agency Attn: Katy Kibbey, Chief Programs Officer 7310 Woodward, Suite 800 Detroit, Michigan 48202
--	---

Project: The Water Residential Assistance Program ("WRAP") is a universal service delivery model to help residential customers of the Great Lakes Water Authority access bill assistance, water conservation measures, and navigate resources and supports on a pathway toward self-sufficiency.

Duration: Wayne Metro Community Action Agency ("CA Alliance") is entering into a Memorandum of Agreement with the City of Inkster ("Wholesale Customer") effective May 1, 2016 through April 30, 2017, pertaining to the WRAP Program (the Project) operated by Wayne Metro Community Action Agency (CA Alliance & Project Administrator).

City of Inkster agrees to:

- Understand and accept the WRAP Universal Service Delivery Model design. (Attached hereto as Attachment A and made a part of this Agreement.)
- Provide to WRAP CA Alliance Agency a main point of contact who will be responsible for:
 - Utilizing WRAP secure portal for on-going communications between CA Alliance Agency and Wholesale Customer regarding enrolled WRAP residential customers.
 - Receiving and reviewing reports of enrolled WRAP residents on regular basis.
 - Reporting back to CA Alliance at mutually agreed upon intervals on payment status of enrolled WRAP residential customers via electronic report form housed in web-portal.
 - Invoicing CA Alliance for WRAP residents at established intervals for bill credit payments (based on \$25 per month).
 - Receiving and responding to CA Alliance questions regarding individual WRAP residential customer cases on an as needed basis.

- Acting as liaison to Wholesale Customer billing department regarding payments made by CA Alliance.
 - Attending WRAP Wholesale Customer meetings held by CA Alliance.
- Providing CA Alliance access to past customer billing history via BS&A System, previous or current enrollment in payment plans, previous or current enrollment in Wholesale assistance plans, and/or customer alerts.
- Engaging with CA Alliance in shared WRAP marketing and outreach activities to residential customers in Wholesale Customer's community.

Wayne Metro Community Action Agency agrees to:

- Provide a Single Service Point of Entry for GLWA regional resident to the WRAP Program; all calls will be processed through a dedicated telephone number- (313) 386-WRAP (9727) and via online Program Request Form.
- Pre-screen WRAP applicants for program eligibility and schedule residents for intake appointments based on pre-screening at time of call.
- Schedule intake appointments at CA Alliance Service Center accessible to residents.
- Inform and secure resident agreement of WRAP Program expectations and responsibilities via WRAP Client Contract.
- Refer eligible residents with water usage at or above 120% of normal usage for Home Water Conservation audit. Conduct Home Water Audit and perform minor home plumbing repairs eligible within scope of project.
- Provide a main point of contact to the Wholesale Customer who will be responsible for:
 - Utilizing WRAP secure portal for on-going communications between CA Alliance Agency and Wholesale Customer regarding enrolled WRAP residential customers.
 - Providing reports of enrolled WRAP residents on regular basis.
 - Providing reports of WRAP residents who exit and/or are terminated from the program.
 - Reporting back to Wholesale Customer monthly on CA Alliance payment status of enrolled WRAP residential customers via electronic report form housed in web-portal.
 - Sending batched bill credit payments (based on \$25 per month) monthly to Wholesale Customer by 25th date of month for enrolled residents verified as in good standing with WRAP. Payment information will include: name, address, and account number.
 - Acting as liaison to Wholesale Customer regarding the WRAP Program.
 - Engaging with Wholesale Customer in shared marketing and outreach activities around WRAP to residential customers.
- Collect and maintain program data, including but not limited to:
 - Scheduled appointments of residents residing in Wholesale Customer Community.

- o Status of enrolled residents in WRAP from Wholesale Customer Community receiving bill payment assistance and home water conservation audits.
- o Reconciliation of total assistance provided.
- o Number of households assisted.

This agreement shall be in effect until March 31, 2017 from the date of execution and maybe renewed at that time based on an interest to do so by both parties. This agreement may be terminated by either party with 30 days written notice.

Should either party issue Notice of Termination, both parties agree that residents enrolled in WRAP prior and up to the date of written notice will continue to receive WRAP assistance program until the first 12 months of resident enrollment is completed or resident termination and the terms of this agreement will continue.

This MOA may be amended upon written approval of the parties at any time.

Signed for Wayne Metro Community Action Agency:

Katy Kibbey, Chief Programs Officer

Date

Signed for City of Inkster:

Mark Stuhldreher, Treasurer/Interim City Manager

Date

Byron Nolen, Mayor

Date

Attachment A

Water Residential Assistance Program (WRAP) Components

Residential Assistance- Water Bill Payment Plan

- Maximum assistance per resident- \$300 annually
 - Water bill payment plan assistance consists of \$300 annual bill credit (\$25 per month for 12 months) for residents who are verified as staying current on regular bill payments (per billing cycles).
 - Additional assistance via other CA Alliance funding sources may be leveraged with WRAP based on client eligibility and fund availability.
 - On-going case management will be provided to ensure client success in the WRAP program and to build other self-sufficiency supports. Household self-sufficiency assessments will be completed and referrals to CA Alliance and external provider services made and follow up and progress tracked.
 - Wholesale customers (i.e. City municipalities billing for GLWA water and/or sewer) will be engaged in regular communication and processing with CA Alliance agencies to monitor customer success in the WRAP program and track payment history.
 - Participants can remain in the program for up to 24 months. Participants must re-apply annually.

Residential Assistance- Home Water Audit Conservation

- Households presenting at intake with documented water usage above 120% of average usage will be referred for a Home Water Conservation audit, as performed by CA Alliance.
- Households can receive up to \$1,000 per household for water conservation and minor home plumbing repairs annually.
- Conservation measures and simple leak repairs will be completed during the Home Water Audit. Minor Home Repair and toilet replacement will be referred for a Minor Home Repair visit. Minor Plumbing Repairs will be completed by licensed plumbers following all applicable permitting laws.
- Eligible WRAP measures may include: Faucet aerators
 - Spigot protectors
 - Low-flow toilets
 - Low-flow showerheads
 - Leaking faucets (indoor / outdoor)
 - Hose bib leaks (outdoor)
 - Pipe joint leaks (if easily accessible)
- Items not covered through WRAP:
 - Emergency Repairs
 - Plumbing that involves sewer/wastewater work
 - Garbage disposals
 - Dish washing machines
 - Washing machines

- Repairs behind walls or underground
- Repairs in areas that pose a risk to contractors due to environmental hazards or structural deficiencies

WRAP Resident Eligibility Guidelines:

- Income-eligibility at 150% FPL or below based on 90 day look back from date of application.
- Bill must be in client/"tenant" name. Address must match client I.D.
- Proof of homeownership; If renter, lease must indicate tenant responsible for water*
- Must have income source.
- Account holder must attend appointment.
- Shut off notice/ past due is not required.
- For bill plan assistance, client participation in other education/trainings is not mandatory.
- Subsidized housing participants are eligible for assistance.

* Eligibility may be based on non-owner occupied registration with Wholesale Customer community.

REQUEST FOR COUNCIL ACTION

To: Mark Stuhlderher - City Manager

Date: 4-12-2016

From: John D. Adams Fire Chief

Date for Council Consideration: April 18, 2016

ACTION REQUESTED: To approve the inspection service work by the Buccilli group to ensure our hydrant repair program funded by the distressed cities grant keeps the integrity of our water supply system.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Treasurer's Approval MDS

BACKGROUND INFORMATION

We have been awarded a \$150,000.00 infrastructure grant under the state's distressed cities program. We are beginning to execute this grant and this request dovetails with the needed inspection services to ensure our hydrants and water supply system is not compromised during these repairs. This also ensures our contractor meets the high standards we require for that type of infrastructure repair with these inspections.

SCOPE OF SERVICES

The Buccilli group will report to the Fire Chief under this infrastructure grant for the inspection services during the repair and or replacement of our fire hydrants. This inspection work is only for the infrastructure repair program.

JUSTIFICATION

The administration of our city has aggressively pursued grants for the improvement of all aspects of our community. Approval of this request is another example of how the administration is working to make the way of life better for our residents.

We currently don't have a certified inspector on staff for this inspection service. To protect our infrastructure we need this type of inspection service on behalf of the city while executing the grant.

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
2. Improve infrastructure operational effectiveness which improves life safety.

COSTS

There are no additional costs to the city; this inspection service is funded by the grant and is as needed based on the type of repairs and or replacement. Buccilli will bill at a rate of \$54.00 dollars per hour as needed under this grant.

PROJECT TIME TABLE

The completion of the grant work will be finished by the end of 2016

RESOLUTION

Authorization is hereby given to

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council

Date: April 11, 2016

From: Human Resources/Parks & Rec.

Date for Council Consideration: April 18, 2016

ACTION REQUESTED: Consideration and approval by Mayor and Council to apply for a grant through the Detroit Mental Health Authority.

Current Action _____ Emergency _____ Future X _____

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

Treasurer's Approval MDS

BACKGROUND INFORMATION

The city has been hosting a summer youth work program and recreation program specifically for youth in the City of Inkster. For several years the city has been a part of this program because of the benefits it provides to the youth. Some of which benefits include the city and community helping to give the youth job skills, learning opportunities and training experience by participating in the program. This is a great program for the youth and the city wishes to continue administering these types of youth sponsored initiatives. This program will run from July 5, 2016 through September 1, 2016.

SCOPE OF SERVICES

This program will employ youth ages 14 through 24 as employees of the City of Inkster. Most of the youth will be part of the summer youth recreation program. While participating in the program, the youth will assist as youth workers at Parks & Recreation by helping to facilitate field trips and educational play programs.

JUSTIFICATION

The program is in place to educate and occupy youth within our community in order to provide leadership, guidance and structure that will benefit them for years to come. It allows them to work with children of all ages and to obtain office skills for future employability.

RECOMMENDATION

Council approves the city to apply for an application for a grant through the Detroit Mental Health Authority. By participating in this grant, the city will employ youth in the community who will help facilitate the Parks and Recreation summer youth program.

COSTS

There is no costs associated with acquiring this grant. All expenses are submitted to the Detroit Mental Health Authority along with a proposal including a costs analysis of expenses to employ youth and run the program for the duration of the program.

PROJECT TIMETABLE

We are looking for the summer program to run from July 5, 2016 through September 1, 2016

RESOLUTION

To apply for a grant through the Detroit Mental Health Authority for a summer youth program at Parks and Recreation.

Resolved by _____

Seconded by _____

Yes:

No:

Absent: