

1. Agenda

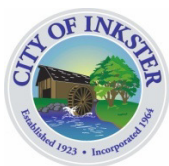
Documents:

[AGENDA 5-15-17.PDF](#)

2. Packet

Documents:

[PACKET 5-15-17.PDF](#)



INKSTER CITY COUNCIL

May 15, 2017

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
Steven Chisholm, District IV
Kim Howard, District V
Connie R. Mitchell, District VI

FELICIA RUTLEDGE
CITY CLERK

BYRON NOLEN
MAYOR

TREASURER
DARIN CARRINGTON

DAVID JONES
CITY ATTORNEY

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

Council Orientation Agenda – 6:00 PM

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

May 15, 2017
Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

4. Public Hearing

5. Consent Agenda

- A. May 1, 2017 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)

9. New Business

- A. Discussion/Action: (Darin Carrington) Consideration and adoption of the FY2017-2018 budget and the General and Special Appropriation Act Resolution. **Pg. 12**
- B. Discussion/Action: (Felicia Rutledge) Consideration and approval of a street closure request of Lexington between Jeffrey Lane and Spring Arbor streets on June 17, 2017 for a Juneteenth Celebration. (Middle Park Manor Block Club) **Pg. 30**
- C. Discussion/Action: (Felicia Rutledge) Consideration and approval of a street closure request of Sylvia between New York and Yale streets on May 28, 2017 for a Family Picnic. (Renee D. Bohannon) **Pg. 38**

D. Discussion/Action: (Nate Ford) Consideration and approval of a proposal from CBRE to provide consulting services for the development, marketing and evaluation of a RFQ specifically for the Town Center District (TCD). **Pg. 45**

E. Discussion/Action: (Jeannie Fields) Consider approval to renew the agreement with Murray's Real Estate Services, LLC and Red Carpet Keim to provide real estate services to sell city-owned structured properties and vacant lots for two (2) years with the option to extend for one (1) additional year. **Pg. 60**

F. Discussion/Action: (Jeannie Fields) Consideration and approval to enter into a contract with Environmental Testing & Consulting (ETC) to provide Asbestos and Hazardous Material Assessment and Clearance Services to prepare for demolition for two (2) years with the option to renew for one (1) year. **Pg. 65**

G. Discussion/Action: (Jerome Bivins) Consider authorizing Administration to enter into a purchase agreement installment with DTE Energy to replace all the City's street lights, within the boundaries of the City limits to more efficient bulbs.

Pg. 72

H. Discussion/Action (Darin Carrington) Consideration and approval of a contract with Plante Moran.

Pg. 75

I. Discussion/Action: (Darin Carrington) Consideration and approval of the Constellation Energy contract.

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10. Public Participation (limit to 3 minutes)

11. City Clerk

12. City Treasurer

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

May 1, 2017
Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, May 1, 2017.

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

- A. Agenda Discussion
- B. Plante and Moran Contract Discussion/Presentation – LaTonya Edwards, Laura Knapp & Bill Brickey.
- C. Nixle Presentation – Chuck Hubbard & Lindsey Rogers.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm council convenes into a Closed Executive Session a 6:55 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 7
 NAYS: 0
 ABSENT:

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Mitchell to adjourn the closed Executive Session at 7:30 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:45p.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 Evangelist Cooper

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Chisholm	Present
Councilwoman Mitchell	Present		

Approval of Agenda

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Mitchell
to approve the agenda with the addition of item "B" under Consent Agenda.
5-17-103R - Motion carried.

Presentations/Discussion

- A. Lowering of Natural Gas Cost Presentation – Jerome Bivins, DPS Director
- B. Streetlights Presentation – Jerome Bivins, DPS Director

Public Hearings

A. A public hearing on the proposed City of Inkster fiscal year 2017-2018 budget beginning July 1, 2017 through June 30, 2018 and the property millage rate proposed to be levied and the water and sewer rates.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to OPEN a public hearing for the proposed City of Inkster fiscal year 2017-2018 budget beginning July 1, 2017 through June 30, 2018 and the property millage rate proposed to be levied and the water and sewer rates.
Resolution 5-17-104R – Motion carried.

- **Diane Dobson** – Stated that absentee landlords need to bring their homes up to code.
- **Larry Motley** – Stated there is no tax base in the city in the Southwest section. He said that taxes should be lowered in the Southwest section.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Mitchell to CLOSE a public hearing for the proposed City of Inkster fiscal year 2017-2018 budget beginning July 1, 2017 through June 30, 2018 and the property millage rate proposed to be levied and the water and sewer rates.
Resolution 5-17-105R – Motion carried

Consent Agenda

- A. April 17, 2017 Regular City Council Meeting Minutes.
- B. Allen Brother's and Attorney's PLLC Invoice \$31,743.98

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approved the Consent Agenda.
Resolution 5-17-106R – Motion carried.

Boards and Commission

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

Moved by Councilmember Mitchell, Seconded by Councilmember Chisholm to appoint Shirley Hankerson to the Parks and Recreation Commission.
Resolution 5-17-107R – Motion carried.

Nominations:

1. Jean Liddell – Commission on Aging
2. Roosevelt Stubbs – Commission on Aging.
3. Police and Fire Pension

4. Jason Turner – Cable Commission

Previous Business

Ordinance(s)

- A. First Reading(s)
- B. Second Reading(s)
 - 1. A ***second*** reading on a proposed amendment to the City of Inkster Code of Ordinance for amending the word "City Manager" to "Mayor" in all the Ordinances per the passage of the New City Charter.

New Business

- A. Discussion/Action: (Felicia Rutledge) Consideration and approval of a proposed amendment to the City of Inkster Code of Ordinance for amending the word "City Manager" to "Mayor" in all the Ordinances per the passage of the new City Charter.

**Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams to approve of a proposed amendment to the City of Inkster Code of Ordinance for amending the word "City Manager" to "Mayor" in all the Ordinances per the passage of the new City Charter.
Resolution 5-17-108R – Motion carried.**

- B. Discussion/Action (Mayor Nolen) Consideration and approval to open City IT Services for RFP.

**Moved by Councilmember Chisholm, Seconded by Mayor Pro-Tem Williams to open City IT Services for RFP.
Resolution 5-17-109R – Motion carried.**

- C. Discussion/Action: (Felicia Rutledge) Consideration and approval to accept the State of Michigan Department of State and Wayne County, City of Inkster Help America Vote Act (HAVA) Grant agreement for voting system hardware and the purchase of a High Speed Absentee Voter Counter.

**Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams to approve to accept the State of Michigan Department of State and Wayne County, City of Inkster Help America Vote Act (HAVA) Grant agreement for voting system hardware and the purchase of a High Speed Absentee Voter Counter and to move funds from 101-215-801-000 (Professional Consultant) to 101-215-9777-000 (Equipment)
Resolution 5-17-110R – Motion carried.**

- D. Discussion/Action: (Darin Carrington) Consideration and approval for the Grant Administrator to have the ability to change/alter work rules and schedules consistent with the Fair Labor Standards Act.

Moved by Councilmember Chisholm, Seconded by Mayor Pro-Tem Williams

to approve to allow the Grant Administrator to have the ability to change/alter work rules and schedules consistent with the Fair Labor Standards Act.
Resolution 5-17-111R – Motion carried.

- E. Discussion/Action: (Darin Carrington) Consideration and approval of grievance settlement with Lt. Jeffrey Twardzik funds in the amount of \$3,500 to be moved from account 101-266-807-100 to account 101-301-801-000

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to approve of a grievance settlement with Lt. Jeffrey Twardzik funds to be disbursed from account #11-31-801-000.
Resolution 5-17-112R – Motion carried.

Public Participation

- **Mary McClendon** – Stated that Commissioner Glenn Anderson will be hosting an out of school skating party. The skate party will be held on August 12, 2017 at Skate land West.
- **Larry Motley** – Stated that the rezoning that took place in his district is specifically for Medical Marijuana. He stated that a city budget can't be ran on drugs. He further stated that street drugs are taking over the Inkster community.
- **Deborah Elliott** – Stated that a dedication would be taking place on May 12, 2017 to Paul and Victoria Kennedy. She said that hey assist the city with the meals on wheels delivery.
- **Officer Lebo** – Announced the Bake Sale to be hosted by the seniors to purchase a snow cone machine for the Movie Night on May 26, 2017.
- **Shirley Hankerson** – Stated she has been assisting with street drugs for the past four years within the city. She stated that the city needs to come together in those efforts.

City Clerk

- Announced the National Day of Prayer on August 8, 2017. She further announced the August 8, 2017 election only for the Romulus School District voters.

City Treasurer

- Announced the FY17-18 budget adoption at the next City Council meeting.

Mayor and Council

- **Councilman Chisholm** – Stated that Representative Jeweli Jones received his BA Science degree from the University of Michigan. He thanked DeAndra Watley for all her assistance and everyone who helped him pass out flyers. He further thanked citizens for attending District VI Advisory meeting.
- **Councilwoman Mitchell** – Announced the Moulin Rouge Ball.
- **Councilwoman Howard** – Asked if the council would be receiving the Mayor's monthly reports?
- **Councilwoman Watley** – Apologized to District III. She stated they were recently excluded from the Mayor's newsletter that was disbursed to residents. She said she that the date for District III Advisory meeting should have been included in this newsletter. She stated that anyone who works for the city should do what's necessary for all citizens.
- **Mayor Pro-Tem Williams** – Thanked Evangelist Cooper for giving the prayer. He announced the Inkster Spring Clean. He further invited everyone to shop Inkster.
- **Mayor Nolen** – Stated that he was sad to hear about the shootings. He stated that citizens need to know that the Police and he are addressing crime in the community. He further stated that the narrative about Inkster has to be changed.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Councilmember Mayor Pro-Tem Williams, Seconded by Councilmember Mitchell and carried, the Regular Council meeting of May 1, 2017 was adjourned at 8:45p.m.



Felicia Rutledge, City Clerk
City of Inkster

CITY OF INKSTER

Boards & Commissions

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

AGING COMMISSION

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

2 Year Term

9 Members

Ordinances: 414,457 & 508

Denise Champagne, Project Dir.
- (Ex-Officio Member)

Tenure

Rochelle Wells

Exp. 02/16/17

Audrey Jean Searcy

Exp. 01/17/19

Doris Horne

Exp. 02/16/17

Henry Wade

Exp. 02/01/18

Toni Bailey

Exp. 07/06/17

Dorothy Gardner

Exp. 01/17/20

Chuck Coleman

Exp. 02/01/18

Gabe Henderson

Exp. 02/01/18

June Patterson

Exp. 12/1/16

Patricia Donald

Exp. 07/06/17

Iris Love

Exp. 01/17/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non Voting

William Miller

Exp. 02/06/2018

Gina Triplett (Alternate)

Exp. 03/06/18

Lenoria Warmack

Exp. 01/17/18

Celeste McDuffie

Exp. 02/06/18

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey

Exp. 05/16/18

Kathleen Gibbs

Exp. 02/06/19

Gabe Henderson

Exp. 05/16/18

Avis Love

Exp. 03/16/17

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

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
 Troy Seaton Dist. 1
 Vacant Dist. 2
 Charmaine Kennedy Dist. 3
 Vacant Dist. 4
 Thelma Jean Overman Dist. 5
 Franklin Minor Dist. 6
 Sandra Watley **Mayoral**
 Steven Chisholm At-Large

Exp. 01/17/20

 Exp. 01/17/20

 Exp. 02/06/20
 Exp. 01/04/19
 Exp. 01/03/20
 Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

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

Exp. 6/18/15

 Exp. 12/04/11

CONSTRUCTION BOARD OF APPEALS/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)		
- Tom Michelini		Exp. 04/19
– 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
Connie R. Mitchell		Tenure
Martha Theis		Exp. 01/14/18
Lewis Gregory		Exp. 10/06/18
Cynthia Adams (Secretary)		Exp. 01/14/18
Brittni Abiolu (Vice Chair)		Exp. 05/18/19
Peter Cimeot		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Val Ogbonaya		Exp. 07/20/19
Winston Wade		Exp. 12/17/16
Rerhi Onomake (Treasurer)		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
Charmaine Kennedy		Exp. 01/17/23
Connie R. Mitchell		Exp. 02/06/23

ELECTRICAL EXAMINING BOARD

Indefinite Terms	4 Members	State Law and Ordinance 616
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Walter Bays (Elec. Cont.)
 Andrew Hughes (Adm. Official)
 Carlton Trouteaud (Rep. of Detroit Edison)

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term

6 Members

State Law and Ordinance 99

Caroline Smith
 Mable Stroman
 Ellis Clifton
 DaSalla Scott
 George Williams

Tenure

Exp. 12/21
 Exp. 12/21
 Exp. 12/21
 Exp. 01/22 (Resident Housing)
 Exp. 12/21

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term

7 Members

State Law and Ordinance 196

Theola Jones	Dist. 1
Rhoda Littles	Dist. 2
Ruth E. Williams	Dist. 3
Vacant	Dist. 4
Vacant	Dist. 5
Vacant	Dist. 6
Vacant	

Exp. 02/06/19
 Exp. 02/06/19
 Exp. 02/06/19

LIBRARY BOARD**4 year term**

Michael Wells
 Akindele Akinyemi
 DeAndra Crystal-Rikay Watley
 Dosye A. Thompson
 Emmereal Shawn Wells
 Ruth E. Williams

Exp. 2019
 Exp. 2019
 Exp. 2019
 Exp. 2019
 Exp. 2019
 Exp. 2019

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term

7 Members

Ordinance: 603

Nelli Harrison	Dist. 1
Curtistine Barge	Dist. 2
Brittini Abiolu	Dist. 3
Olubisi B. Ajetunmobi	Dist. 4
Vacant	Dist. 5
Barbara Cooper	Dist. 6
Marie Jenkins	Mayoral

Exp. 3/21/18
 Exp. 1/20/18
 Exp. 3/7/18
 Exp. 1/20/18

 Exp. 5/2/18
 Exp. 1/20/18

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term

7 Members

State Law and Ordinance 409

Lenoria Warmack
 Thelma Jean Overman
 Debra Owens
 Ann Gross
 Ronald Johnson
 George Williams
 Aaron Sims

Exp. 10/17/2023
 Exp. 10/17/2023
 Exp. 10/17/2023
 Exp. 12/5/2023
 Exp. 12/19/2023
 Exp. 12/19/2023
 Exp. 01/03/2024

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 6:00 P.M., City Council Chambers]

3 Year Term 7 Members State Law and Ordinance 277

Ruth E. Williams	Dist. 1	Exp. 02/15/19
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 04/03/20
James Cross	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs (S)	Dist. 4	Exp. 09/2/17
Vanola Williams	Dist. 5	Exp. 02/06/20
Norma McDaniel	Dist. 6	Exp. 10/05/18
Tom Michelini		Exp. 04/18/19

Nankin Transit

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

Mayor Pro-Tem Timothy Williams	Exp. Tenure
Denise Champagne, Community Appointee	Exp. (Appointed in 2009)

2015 Community Development Block Grant Advisory Council (CDBG)

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

Timothy Williams, Council Appointee **Exp. 2016**

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]

6 Year Term	13 Members	Resolution 85-8-331
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Byron Nolen	Tenure
Brittni Abiolu	Exp. 6/06/22
Avis Love	Exp. 03/20/23
Connie R. Mitchell	Exp. 02/06/23
Rerhi Onomake	Exp. 03/16/21
Dennis Weislow	Exp. 06/07/19
Charmaine Kennedy	Exp. 02/20/21
Mary Weislow (Treasurer)	Exp. 06/06/22
Winnie Nwankwo	Exp. 05/18/21
Akindele Akinyemi	Exp. 05/18/21

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]

Terms 1, 2 and 3 years Up to 9 members Resolution 02-9-458

Timothy Williams, City Council Representative	Tenure
Darin Carrington, Treasurer	Tenure
M. Jeannie Fields, Community	Tenure
Tonia C. Williams	Exp. 02/20/19
Dorothy Gardner	Exp. 09/21/17

NOTES:

Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 10, 2017

From: Darin Carrington, Treasurer

Date for Council's Consideration: May 15, 2017

ACTION REQUESTED: Adoption of the FY 2017-18 General and Special Appropriation Act Resolution

Current Action X Emergency Future

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

Mayor's Approval *Byron Nolen*

BACKGROUND:

The Charter of the City of Inkster requires that the budget for the next fiscal year be adopted no later than the second regular monthly meeting in May. The City has properly posted and held a public hearing for the budget. Group and individual study sessions were held with members of the City Council. This final recommended budget, based on input from the study sessions differs from the Mayor's original recommendation as describe below.

General Fund

- Added \$50,000 in revenues to reflect revenues from P.A. 395 Advertising millage
- Added \$1,500 in additional expenses for memberships to the City Council budget
- Reduced by \$14,650 the expenses in the DPS budget to reflect expected savings from upgrades to the City's streetlights
- Added \$65,190 in additional expenses to reflect the transfer of funds to the Parks and Recreation Fund for pension related costs

Parks and Recreation Fund

- Added \$65,190 in additional revenues to reflect the transfer in of funds from the General Fund
- Added \$10,000 in expenses for improvements to the recreation center
- Added \$10,000 in expenses for purchases of new equipment at the recreation center
- Added \$40,000 in expenses for additional transfer of funds to the Commission on Aging
-

Commission on Aging Fund

- Added \$40,000 in revenues to reflect the transfer in of additional funds from the Parks & Rec Fund
- Added \$40,000 in additional expenses

SCOPE OF SERVICES:

Adoption of the Fiscal Year 2017-18 budget(s) as attached

JUSTIFICATION:

The State of Michigan Public Act 2 of 1968 requires that the City adopt a General Appropriations Act and may adopt a Special Appropriations Act for Capital Projects Funds, Enterprise Funds and Internal Service Funds.

PROJECT IMPROVEMENTS:

N/A

COSTS:

See Attached

PROJECTED TIME TABLE:

July 1, 2017 – June 30, 2018 (Fiscal Year 2018).

RESOLUTION:

Authorization is hereby given to adopt the attached Fiscal Year 2017-2018 General and Special Appropriation Act Resolution and Budgets.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

City of Inkster		
Fiscal Year Ending June 30, 2018 Budget		
Summary of Annual Revenues by Source and Appropriations by Department		
General Fund		
Revenues		
Property Taxes	\$	3,975,160
County Chargebacks		(600,000)
PILOT		450,000
PILOT - Contractual		80,000
State Shared Revenue		3,423,820
Other State Sources		27,025
Administrative Charges		1,313,650
Other Revenue		260,315
Operating Grants and Contributions		1,240,745
District Court		1,106,520
Mayor		325,000
City Clerk		61,750
Treasury		30,000
Police		137,900
Fire		966,500
Building		494,285
Public Works		60,000
Planning		45,000
Total Revenues		13,397,670
Expenditures		
City Council		82,600
District Court		750,600
Court Community Services		27,500
Mayor		362,500
City Clerk		206,175
IT		304,300
Treasury		721,240
Building Maintenance		823,975
City Attorney		313,000
Personnel		232,640
Police		3,930,390
Fire Administration		2,183,455
Building		444,925
Code Enforcement		47,680
Department of Public Works		1,007,050
Planning		106,930
Economic Development		50,000
Debt Service		53,810
Insurance		855,750
Total Expenditures		12,504,520
Other Financing Sources (uses)		
Operating transfer from other funds		-
Operating transfer to other funds		(938,150)
Total other financing sources (uses)		(938,150)
Net change in fund balance		(45,000)
Est. fund balance (deficit) June 30, 2017		2,497,181
Est. fund balance (deficit) June 30, 2018	\$	2,452,181
Fund Balance Policy Applies to Fund	Yes	
Fund Balance Range Adopted		
From Low		10.0%
To High		15.0%
Actual Fund Balance as Percent of Expenses		18.2%
Fund Balance in Compliance with Target	Yes	

City of Inkster						
Fiscal Year Ending June 30, 2018 Budget						
Summary of Annual Revenues by Source and Appropriations by Department						
Special Revenue Funds						
	Major Streets	Local Streets	Parks	Rubbish	CDBG	PEG
Revenues						
Property Taxes	\$ -	\$ -	\$ 381,395	\$ 499,030	\$ -	\$ -
County Chargebacks	-	(80,000)	(30,000)	(170,000)	-	-
State Shared Revenue	1,459,980	636,730	-	-	-	-
Charges for Services	-	-	62,550	1,222,800	-	-
Other Revenue	-	-	5,000	-	-	87,000
Operating Grants and Contributions	-	-	30,145	-	450,750	-
Total Revenues	1,459,980	556,730	449,090	1,551,830	450,750	87,000
Expenditures						
Non-Departmental	-	-	-	-	-	25,000
Police	-	-	-	-	19,490	-
Parks Maintenance	-	-	20,000	-	-	-
Streets - Engineering	400,000	511,000	-	-	-	-
Streets - Maintenance	210,040	451,040	-	-	-	-
Streets - Preservation	-	2,090,000	-	-	-	-
Streets - Traffic	34,000	5,000	-	-	-	-
Streets - Winter	85,000	70,000	-	-	-	-
Streets - Admin and Record Keeping	141,990	63,660	-	-	-	-
Sanitation	-	-	-	1,563,600	-	-
Community Development	-	-	-	-	431,260	-
Parks and Recreation	-	-	352,265	-	-	-
Senior Citizens Activities	-	-	5,000	-	-	-
Administrative Services	-	-	30,000	-	-	-
Total Expenditures	874,030	3,190,700	407,265	1,563,600	450,750	25,000
Other Financing Sources (uses)						
Operating transfer from other funds	-	724,990	65,190	-	-	-
Operating transfer to other funds	(724,990)	-	(100,000)	-	-	-
Total other financing sources (uses)	(724,990)	724,990	(34,810)	-	-	-
Net change in fund balance	(139,040)	(1,908,980)	7,015	(11,770)	-	62,000
Est. fund balance (deficit) June 30, 2017	504,227	2,901,736	148,251	264,047	-	263,123
Est. fund balance (deficit) June 30, 2018	\$ 365,187	\$ 992,756	\$ 155,266	\$ 252,277	\$ -	\$ 325,123
Fund Balance Policy Applies to Fund	Yes	Yes	Yes	Yes	N/a	N/a
Fund Balance Range Adopted						
From Low	5.0%	5.0%	5.0%	5.0%		
To High	10.0%	10.0%	10.0%	10.0%		
Target of Fund Balance Policy	10.0%	10.0%	10.0%	10.0%		
Actual Fund Balance as Percent of Expenses	22.8%	31.1%	30.6%	16.1%		
Fund Balance In Compliance with Target	Yes	Yes	Yes	Yes		

City of Inkster					
Fiscal Year Ending June 30, 2018 Budget					
Summary of Annual Revenues by Source and Appropriations by Department					
Component Units					
	Commission on Aging	Brownfield	TIFA	Justice Center Debt	Court Building
Revenues					
Property Taxes	\$ 182,150	\$ 13,270	\$ 178,360	\$ -	\$ -
County Chargebacks	-	-	(2,000)	-	-
Fines and Forfeitures	-	-	-	-	62,000
Operating Grants and Contributions	-	-	-	215,240	-
Total Revenues	182,150	13,270	176,360	215,240	62,000
Expenditures					
Community Development	-	-	30,000	-	-
Redevelopment	-	175	-	-	-
Senior Citizens Activities	282,150	-	-	-	-
Debt Service	-	408,770	212,370	688,515	-
Administrative Services	-	-	-	-	-
Total Expenditures	282,150	408,945	242,370	688,515	-
Operating transfer from other funds	100,000	395,675	477,285	473,275	-
Operating transfer to other funds	-	-	(411,275)	-	(62,000)
Total other financing sources (uses)	100,000	395,675	66,010	473,275	(62,000)
Net change in fund balance	-	-	-	-	-
Est. fund balance (deficit) June 30, 2017	-	(3,439,428)	942,399	-	-
Est. fund balance (deficit) June 30, 2018	\$ -	\$ (3,439,428)	\$ 942,399	\$ -	\$ -
Fund Balance Policy Applies to Fund	N/a	N/a	N/a	N/a	N/a

City of Inkster	
Fiscal Year Ending June 30, 2018 Budget	
Summary of Annual Revenues by Source and Appropriations by Department	
Enterprise Fund	
	Water and Sewer
Revenues	
Property Taxes	2,319,300
County Chargebacks	(1,025,000)
Other State Sources	5,300
Charges for Services	9,821,730
Other Revenue	687,920
Operating Grants and Contributions	550,010
Total Revenues	12,359,260
Expenditures	
Water and Sewer Systems	9,533,905
Federal Grants	550,010
Debt Service	2,766,780
Insurance	73,480
Total Expenditures	12,924,175
Change in Net Position	(564,915)
Est. Net Position June 30, 2017	29,438,632
Est. Net Position June 30, 2018	28,873,717
Working Capital Reserve Policy Applies	Yes
Target Working Capital and Reserve Balance	
Est. Beginning Working Capital (7/1/2017)	4,430,157
Est. Ending Working Capital (6/30/2018)	3,490,319
Target Working Capital (6/30/2018)	3,648,983
Over (Short) of Target Working Capital and Reserve at Year End	(158,664)
Note: Based on the development of the FY 2018 budget and looking out five years, the desired working capital level would be obtained by the end of FY 2022.	

**RESOLUTION TO PASS THE
2017/18
GENERAL and SPECIAL
APPROPRIATIONS ACT**

WHEREAS: The State of Michigan Public Act 2 of 1968 The Uniform Budgeting and Accounting Act, requires the legislative body of each local unit to pass a General And Special Appropriations Resolution for all funds except trust or agency, internal service, enterprise, debt service or capital projects funds for which the legislative body may pass a special appropriations act.

WHEREAS: Chapter 9, Section 9.5 of the City Charter states that ...the Council shall by resolution, adopt a budget for the next Fiscal Year...

NOW THEREFORE BE IT RESOLVED the General and Special Appropriation Act is adopted for all City Departments, and the 22nd District Court including property tax millage rates as follows:

Total number of mills of ad valorem property taxes to be levied for City of Inkster Fiscal Year 2017/18:

	<u>Mills</u>
General Operating	17.2349
Rubbish (PA 298 of 1917)	2.5851
Advertising (PA 359 of 1925)	.2500
Judgment Levy # 9 (Wayne County)	4.7500
Parks & Recreation	1.9814
Senior Services	1.0000
2003 Voter Approved CSO Debt	1.4200
2011 Voter Approved CSO Debt	6.8500
Total	<u>36.0714</u>

Total Estimated Revenues by Source and Appropriations by Department for each Fund

for Fiscal Year 2017/18 is per the attached.

BE IT FURTHER RESOLVED that the following policies are hereby established and shall apply to the financial management of the City of Inkster:

- Limitations of Expenditures - It shall be the duty of the Mayor to oversee that each department head, excluding the City Attorney and City Clerk, does not exceed the amount appropriated for his/her department except by prior specific Authority of the City Council. It shall be the duty of the City Attorney and City Clerk to see that he/she does not exceed the amount appropriated except by prior specific Authority of the City Council.
- Budget Amendments - Shall be brought to City Council for approval on a quarterly basis.

Financial Management Operational Policies

- Bank accounts shall be reconciled to the general ledger within 10 days following the end of each month.
- Monthly budget to actual reports to be distributed to city council, mayor and department directors within 10 days of the end of the month.
- Cash flow projections shall be created annually for each budgeted fund following budget adoption and updated quarterly, at a minimum.
- Year end audited financial statements shall be published within five (5) months of the end of the Fiscal Year

Fund Balance Policies

- General Fund annual budgeted unrestricted fund balance of 10 – 15% of current year expenses shall be maintained and shall be accessed only for general fund operations. Implementation of this policy will occur over two fiscal years starting immediately following the year the existing fund deficit is eliminated.
- Tax supported Special Revenue Fund(s) and both Major and Local Street funds annual budgeted unrestricted fund balance of 5 – 10% of current year expenses shall be maintained. Implementation of this policy will occur over two fiscal years starting immediately following the year an existing fund deficit is eliminated.

Emergency Loan Repayment Policy

- Effective with the FY 2016 annual appropriation resolution, a portion of General Fund fund balance shall be formally constrained by Council to be reported as committed for the use of the Emergency Loan debt service principal payments which are due beginning March 19, 2022. This commitment shall be included in each subsequent annual appropriation resolution and the amount of each commitment shall be subsequently approved by Council by the 3rd budget amendment of the fiscal year for

which the commitment pertains to. The amount to be added to the previous committed balance each year shall be no less than \$50,000 with the ultimate objective of accumulating a total committed balance of at least \$300,000 by the end of Fiscal Year 2021, which would satisfy the following year's first principal payment. Subsequent to Fiscal Year 2021, the committed balance must total at least \$300,000 to satisfy the following fiscal year's debt service payment.

Water/Sewer Fund Working Capital Reserve Policy:

- Effective with FY 2017 annual appropriation resolution, a portion of the Water/Sewer fund assets shall be held in reserve to meet unexpected short term needs and mitigate future risk. Specifically, a working capital level equal to 90 days of operational expenses and an emergency equipment/infrastructure replacement component equal to 2% of the net book value of capital assets shall be accumulated. Based on the development of the FY 2018 budget and looking out five years, the desired working capital level would be obtained by the end of FY 2022. Further, this policy extends to all future years so that user rates and the future projection of user rates are set for each year of budget development to achieve the desired reserves and working capital by FY 2022. For the purposes of this policy, working capital is defined as current assets less current liabilities. It is understood that the accumulation of working capital reserves shall be obtained through a combination of aggressive expense management, enforcement of service shut off for delinquent accounts, aggressive collection of receivables and setting of user fees.

BE IT FURTHER RESOLVED that the following water and sewer rates are hereby established for Fiscal Year 2018 and are effective with consumption after June 30, 2017

Water & Sewer Consumption Rates

Water	\$ 5.08 per 100 cubic feet (1 unit)
Sewer	\$ 9.86 per 100 cubic feet (1 unit)
Total	\$14.94 per 100 cubic feet (1 unit)

Industrial Waste Control Charge

<u>Meter Size</u>	Per Quarter	Per Month
1/2"	\$ 23.55	\$ 7.85
5/8"	\$ 23.55	\$ 7.85
3/4"	\$ 35.34	\$ 11.78
1"	\$ 58.89	\$ 19.63
1.5"	\$129.54	\$ 43.18
2"	\$188.40	\$ 62.80
3"	\$341.49	\$113.83
4"	\$471.00	\$157.00
6"	\$706.50	\$235.50

BE IT FURTHER RESOLVED that the attached fee schedule is hereby established for Fiscal Year 2018

City of Inkster
Council Approved Fee Schedule

Most Recent Council Approval (** denotes update):

MM/DD/YYYY **

Dept.	Description	Fee
Building/Structural Safety (Bldg.)		
Building Code 151.020 - 151.033		
Bldg.	Bldg Contractor Registration	\$25.00
Bldg.	Permit Fee Refunds	75%
Bldg.	Minimum	\$50.00
Bldg.	After any inspections	no refund
Building Permits		
Bldg.	\$0 - \$500,000 and up	\$100.00 + \$10/thousand
Excavating Pools		
Bldg.	Below Ground	Cost
Bldg.	Above Ground	\$75.00
Annual Maintenance Permit (Existing Industrial)		
Bldg.	Building Maintenance	\$50.00
Bldg.	Plumbing Maintenance	\$50.00
Bldg.	Electric Maintenance	\$50.00
Bldg.	Heating Maintenance	\$50.00
Bldg.	High Pressure Boiler	\$50.00
Bldg.	Administrative Fee	\$25.00
Bldg.	On-Site for C of O	\$150.00
Bldg.	Repair Permit	\$50 per trade required
Bldg.	TCO or Letter to Close	\$25.00 + bond
Bldg.	TCO Extension	\$20.00
Bldg.	Plan Exam Fee: Res., Comm., Ind.- new & additions	\$100.00 min on all structural plus a ICC Originated Formula
Bldg.	Electric, Plumbing, Mechanical, Fire Plan Exam Fees	25% of bldg review
Bldg.	Garages (detached/attached)	Cost
Bldg.	Res. Garage	\$50.00
Bldg.	Comm/Ind	\$200.00
Bldg.	Comm/Ind over \$10,000 Square Footage	\$300.00
Bldg.	Modular Home Set Up	\$100.00 + Foundation
Installation Permits		
Bldg.	Unfired Vessels	
Bldg.	Not Heated	\$75.00 ea
Bldg.	Heated	\$75.00 ea
Bldg.	Major Repairs	\$75.00
Bldg.	Anhydrous Ammonia	
Bldg.	Using ICC Cylinders	\$75.00
Bldg.	5 Cylinders or Less	\$75.00
Bldg.	6 -- 10	\$95.00
Bldg.	11 -- 15	\$125.00
Bldg.	ASME Containers	
Bldg.	1000 lbs or less	\$50.00
Bldg.	1001 - 2500 lbs	\$75.00
Bldg.	2501 - 5000 lbs	\$100.00
Bldg.	ASME trans. Vehicles	\$75.00
Boilers		
Bldg.	Up to 1000 sq. ft. area, Over 1000 sq. ft. area, Alteration permit, Residential-Furnace or Boiler, Unit Heater Commercial-Unit Heater, Furnace	\$70.00 for first 200K BTU \$20.00 for each additional 100K BTU (Includes all fuel types)
Ducts		
Bldg.	First 40 ft	\$60.00
Bldg.	each additional 4 ft	\$5.00
Water & Steam Distribution-first 40 ft		
Bldg.	0" - 2"	\$50.00
Bldg.	2 1/4 " - 4"	\$60.00
Bldg.	4 1/4" plus	\$80.00

City of Inkster
Council Approved Fee Schedule

Most Recent Council Approval (** denotes update):

MM/DD/YYYY **

Dept.	Description	Fee
Building/Structural Safety (Bldg.)		
Water & Steam Distribution-first 40 ft		
Bldg.	4' additional of any size	\$5.00
Bldg.	Administrative Fee	\$25.00
Bldg.	On-Site for C of O	\$150.00
Bldg.	Repair Permit	\$50 per trade required
Bldg.	TCO or Letter to Close	\$25.00 + bond
Bldg.	TCO Extension	\$20.00
Bldg.	Plan Exam Fee: Res., Comm., Ind.- new & additions	\$100.00 min on all structural plus a ICC- originated formula
Bldg.	Electric, Plumbing, Mechanical, Fire Olan Exam Fees	25% of bldg review
Bldg.	Garages (detached/attached)	Cost
Bldg.	Res. Garage	\$50.00
Bldg.	Comm/Ind	\$200.00
Bldg.	Comm/Ind over \$10,000 Square Footage	\$300.00
Bldg.	Modular Home Set Up	\$100 + Foundation
Bldg.	Gas Piping	\$50 for 1st 100'- \$4/each additional 10'
Bldg.	Make Up Air	\$40.00
Bldg.	Base App. Fee	\$40.00
Bldg.	Generator (all fuels)	\$40.00 + Elec. Permit
Bldg.	Chimney	\$50.00
Bldg.	Chimney liner	\$50.00
Bldg.	Fireplace	\$50.00
Bldg.	Fire Damper	\$30.00
Bldg.	Gas Pressure Test	\$45.00 Residential \$65.00 Commercial
Bldg.	Humidifier	\$30.00
Bldg.	Spray Booth	\$60.00
Bldg.	Exhaust Hood	\$50.00
Bldg.	Exhaust Fan	1000cfm \$25.00; Over 1000 \$50.00
Bldg.	Water Heater - Residential	\$30.00
Bldg.	Water Heater - Commercial	\$40.00
Refrigeration Code 151.101		
Bldg.	A/C Contractor Registration	\$15.00
Self-Contained Refrigeration Units (Central A/C)		
Bldg.	2 hp or less	\$40.00
Bldg.	2 1/4 - 5 hp	\$55.00
Bldg.	5 1/4 - 50 hp	\$75.00
Bldg.	Over 50 hp	\$120.00
Ductwork-A/C System		
Bldg.	Up to 100'	\$60.00
Bldg.	each additional 4'	\$5.00
Bldg.	Inspection-Special or Shop Equipment	\$100.00
Electrical Code 151.000 - 151.002		
Bldg.	Electrical Contractor Registration	\$25.00
Bldg.	Min. permit fee	\$50.00
Bldg.	Electrical Circuits	\$5.00 each
Bldg.	Light Fixtures-for ea 25	\$15.00
Bldg.	Electrical Appliances	\$12.00 each
Motors & Transformers		
Bldg.	1/4 to 10 hp, kw & kva	\$10.00 for 1st; \$5.00 ea additional
Bldg.	11 - 30 hp, kw, kva	\$15.00 for 1st; \$7.00 ea additional
Bldg.	31 - 50 hp, kw, kva	\$25.00 for 1st; \$12.00 ea additional
Bldg.	Over 50	\$40.00 for 1st; \$20.00 ea additional

City of Inkster
Council Approved Fee Schedule

Most Recent Council Approval (** denotes update):

MM/DD/YYYY **

Dept.	Description	Fee
Building/Structural Safety (Bldg.)		
New or Change of Service		
Bldg.	100 amp	\$35.00
Bldg.	101 & Up	\$45.00
Temporary Service		
Bldg.	100 amp	\$35.00
Bldg.	101 & Up	\$45.00
Standby Generators		
Bldg.	0 - 30 kw or kva	\$35.00
Bldg.	30+ kw or kva	\$70.00
Bldg.	Carnival/ Circus Hook-Ups	\$125.00
Bldg.	Flea Market/Bazaar	\$50.00
Fire Alarm System		
Bldg.	Base Fee	\$40.00
Bldg.	City Pull Box	\$18.00 ea
Bldg.	Drill Station	\$10.00
Bldg.	Pull Stations	\$20.00 1st five; \$5.00 ea additional
Bldg.	Fire Alarm Signal Device	\$20.00 1st five; \$5.00 ea additional
Bldg.	Heat & Smoke Detectors	\$10.00 1st five; \$3.00 ea additional
Bldg.	Master Panel	\$35.00
Bldg.	Exit Door Unlocking	\$10.00 1st door; \$5.00 ea additional
Bldg.	Flow Switches	\$20.00
Bldg.	Sprinkler Valve Switch	\$20.00
Bldg.	Ventilation Dampers	\$30 (Mech. Permit)
Bldg.	System Alterations	\$40.00
Plumbing Code 151.073 - 151.079		
Bldg.	Plumbing Contractor Registration	\$15.00
Water Distribution System		
Bldg.	3/4" service	\$30.00
Bldg.	1"	\$45.00
Bldg.	1 1/4"	\$50.00
Bldg.	1 1/2"	\$55.00
Bldg.	2"	\$60.00
Bldg.	3"	\$70.00
Bldg.	4"	\$100.00
Bldg.	Over 4"	\$275.00
Bldg.	Fire or Lawn Sprinkler	\$2.00 per head (<100) \$1.00 per head (>100)
Bldg.	Rough Inspection	\$30.00 each
Bldg.	Commercial Washing Machines	\$30.00 1st unit; \$10.00 ea additional
Bldg.	Commercial Re-occupation Review	\$75.00
Bldg.	Inspection Recall Fee	\$40.00
Bldg.	Expired Permit Renewal	\$20.00
Bldg.	Notary	\$3.00
Burners (New or replacement system)		
Bldg.	30 gal	\$50.00
Bldg.	30-60 gal	\$60.00
Bldg.	over 500 gal	\$90.00
Bldg.	over 1200 gal	\$100.00
Storage Tanks		
Bldg.	60 gal or less	\$50.00
Bldg.	60-1200	\$75.00
Bldg.	over 1200 gal	\$100.00

**City of Inkster
Council Approved Fee Schedule**

Most Recent Council Approval (denotes update):**

MM/DD/YYYY **

Dept.	Description	Fee
Building/Structural Safety (Bldg.)		
All Other Fees		
Bldg.	Additional Rough Inspection	\$30.00
Bldg.	Administrative Fee	\$25.00
Bldg.	Appliance Installation	\$12.00
Bldg.	Base App. Fee	\$40.00
Bldg.	Base Fee Plumbing Permit	\$50.00
Bldg.	Chimney	\$50.00
Bldg.	Chimney liner	\$50.00
Bldg.	Comm/Ind	\$200.00
Bldg.	Comm/Ind over \$10,000 Square Footage	\$300.00
Bldg.	Electric, Plumbing, Mechanical, Fire Alarm Exam Fees	25% of bidg review
Bldg.	Exhaust Fan	1000cfm \$25.00; Over 1000 \$50.00
Bldg.	Exhaust Hood	\$50.00
Bldg.	Feeders	\$10.00 for 1st 100' \$5.00 ea additional 100'
Bldg.	Fire Damper	\$30.00
Bldg.	Fireplace	\$50.00
Bldg.	Garages (detached/attached)	Cost
Bldg.	Gas Piping	\$50 for 1st 100'; \$4 ea. additional 10'
Bldg.	Gas Pressure Test	Res.- \$25.00; Comm.-\$35.00
Bldg.	Generator	\$75.00
Bldg.	Generator (all fuels)	\$40.00 + Elec. Permit
Bldg.	Humidifier	\$30.00
Bldg.	Make Up Air	\$40.00
Bldg.	Modular Home Set Up	\$100 + Foundation
Bldg.	Motion Picture App.	\$25.00
Bldg.	Certificate of Occupancy	\$200 residential; \$350 commercial
Bldg.	Annual Certificate of Compliance	\$190.00
Bldg.	Outdoor Meter Box	\$30.00
Bldg.	Outdoor Sewer Repair	\$150.00
Bldg.	Plan Exam Fee: Res., Comm., Ind.- new & additions	\$100.00 min on all structural plus a BOCA- originated formula
Bldg.	Rental Registration	\$185 every 3 years
Bldg.	Repair Permit	\$50 per trade required
Bldg.	Res. Garage	\$50.00
Bldg.	Residential Electric Space Heating Units	\$5.00 ea room
Bldg.	Sign Connection	\$30.00 for 1st \$10.00 ea additional \$10.00 ea 50' of neon
Bldg.	Spray Booth	\$60.00
Bldg.	Sump Pump Hook Up	\$10.00
Bldg.	TCO Extension	\$20.00
Bldg.	TCO or Letter to Close	\$25.00 + bond
Bldg.	Vacant Property Registration	\$500 Annually
Bldg.	Vacant Property Re-occupancy	\$200
Bldg.	Underfloor Raceways	\$10.00 for 1st 100' \$5.00 ea additional 100'
Bldg.	Water Heater	Replacement only \$5.00
City Clerk (Clerk)		
Animal		
Clerk	Dog Tags	\$10.00
Amusements		
Clerk	Application-Renewal June 30th	\$200.00
Clerk	License	\$200.00
Clerk	Machine	\$15.00

**City of Inkster
Council Approved Fee Schedule**

Most Recent Council Approval (** denotes update):

MM/DD/YYYY **

Dept.	Description	Fee
City Clerk (Clerk)		
Bicycle		
Clerk	Registration	\$50.00
Clerk	Duplicate Issuance	\$0.75
Business		
Clerk	Registration-Renewal December 31st	\$100.00
Cabaret License		
Clerk	Application-Renewal April 30th	\$8,333.33
Freedom of Information Act		
Clerk	FOIA Fee CDR	\$5.00
Clerk	FOIA Fee DVD	\$5.00
Service Fee		
Clerk	Permit-five (5) consecutive days	\$5.00
Technical Amusement Arcade		
Clerk	License	\$200.00
Clerk	Device	\$15.00/each
Provisioning Center		
Clerk	Application Fee - Provisioning Center / Cultivation Facility	\$5,000.00
Clerk	Renewal Fee - Provisioning Center / Cultivation Facility	\$5,000.00
Notary		
Clerk	Notary	\$2.00
Residential Contracting/Consulting		
Clerk	License	\$25.00/ per year
Clerk	Firm, partnership, association, corporation, company or other organization	\$70.00/ per year
Clerk	Local non-profit organization	No Fee
Clerk	Duplicate copies of licenses	\$5.00
Special Events		
Clerk	Various	\$250.00 - \$500.00
Street or Food Vendors		
Clerk	Class 1: For every person engaged in the business of street vendor and/or food vendor, whether traveling by foot without the aid of any vehicle or who uses a vehicle referred to in either of the following classes	\$2.00 per year per person
Clerk	Class 2: Street and/or food vendors who travel by foot or who use a bicycle, pushcart or hand-drawn wagon or other similar small conveyance, carrying any basket, box or container not exceeding two cubic feet	\$2.00 per day (up to and including 10 days) and \$25.00 for one year in addition to Class 1 fee
Clerk	Class 3: For every street vendor and/or food vendor who shall use any horse-drawn or motor-propelled vehicle in his operations	\$3.00 per day (up to and including 10 days) Maximum \$40.00 per year for each vehicle in addition to Class 1 fee
Clerk	Christmas Tree Vendors - Deposit	\$100.00 cash deposit for each location within the City for the purpose of guaranteeing the clean-up of the premises and the removal of any unsold trees, debris or any temporary structures there from within ten days after Christmas of the year in which the license was taken out
Clerk	Christmas Tree Vendors - Fee	\$15.00 per location
DPS (DPS)		
DPS	Weed Cutting - Vacant Lots - Per front ft.	\$400 per Lot
DPS	Weed Cutting - Vacant Structures	\$500 per Structure
DPS	Businesses	\$750
DPS	Water Tap, Sewer Tap and Pipe Connection Inspection	\$800
DPS	Board Ups	Variable
DPS	Clean Ups	Variable
DPS	Evictions	Variable

**City of Inkster
Council Approved Fee Schedule**

Most Recent Council Approval (denotes update):**

MM/DD/YYYY **

Dept.	Description	Fee
DPS (DPS)		
DPS	Water Meters	Variable
DPS	Spc Pick Up	Variable
DPS	Meter Repair	Variable
DPS	Annual Rubbish Fee	\$146.00
Police Department (Police)		
Police	Police Report	\$5.00 Residents \$15.00 Non-Residents
Police	Clearance	\$10.00
Police	FOIA	Purview of the City Clerk
Police	Fingerprinting	\$15.00
Police	Accident Report	\$5 Residents \$15.00 Non-Resident (Insurance Co & Landlord)
Police	Renewal of PV License	\$5.00
Police	Vehicle Inspections	\$10.00
Police	Vehicle Release (Towing)	\$50.00
Fire Department (Fire)		
Fire	Annual Fire Inspection	\$130.00
Fire	Commercial Building C of O Inspection	\$130.00
Fire	Apartment Building Fire Inspection	\$130.00
Fire	Apartment Building Fire Inspection w/multiple buildings on site	\$250.00
Fire	Fire Investigations	\$75.00/hr
False Alarm Response Fees Per City Ordinance		
Fire	First Call in calendar year	No Charge
Fire	Second Call	\$75.00
Fire	Third Call	\$175.00
Fire	Fourth Call	\$225.00
Fire	Fifth Call	\$300.00
Fire	Sixth Call	\$375.00
Fire	Seventh Call	\$450.00
False Alarm Response Fees Per City Ordinance		
Fire	Eighth Call	\$525.00
Fire	Ninth Call	\$600.00
Fire	Tenth Call	\$675.00
Fire	All additional calls for that calendar year	\$100.00
Parks and Recreation (PR)		
Membership		
PR	Single Adult Membership - Resident	\$15.00 per month or \$150.00 per year
PR	Single Adult Membership - Non- Resident	\$20.00 per month or \$210.00 per year
PR	Youth Membership	\$10.00 per month or \$100.00 per year
PR	Family (up to 4) Membership - Resident	\$30.00 per month or \$300.00 per year
PR	Family (up to 4) Membership - Non- Resident	\$35.00 per month or \$390.00 per year
PR	Family (up to 4) Membership - Resident	\$30.00 per month or \$300.00 per year
PR	Family (up to 4) Membership - Non- Resident	\$35.00 per month or \$390.00 per year
PR	Senior Full Membership - Resident	\$5.00 per month or \$40.00 per year
PR	Senior Full Membership - Non - Resident	\$10.00 per month or \$120.00 per year
PR	Senior Programs Only - Resident	\$10.00 per year
PR	Senior Programs Only - Non- Resident	\$15.00 per year
PR	Individual Class and/or Program	Based on Instructor Cost
Open Gym		
PR	Elementary, Jr High, High School	\$5.00
PR	Adult (18 and up)	\$5.00

**City of Inkster
Council Approved Fee Schedule**

Most Recent Council Approval (denotes update):**

MM/DD/YYYY **

Dept.	Description	Fee
Parks and Recreation (PR)		
Building Rental Rates		
PR	Security Deposit	\$125.00
PR	Set Up Fees	\$65.00
PR	Set Up Fees-Gym	\$75.00
PR	Multi- Purpose Room - Resident	\$55.00 w/ 2 hr min \$125.00 regular rates apply after 2 hrs
PR	Multi- Purpose Room - Non - Resident	\$65.00 w/ 2 hr min \$125.00 regular rates apply after 2 hrs
PR	Gymnasium Events - Resident	\$100.00 per hour w/ 2 hr min
PR	Gymnasium Events - Non- Resident	\$120.00 per hour w/ 2 hr min
PR	Gymnasium - Court Rental	1 Court - \$25.00 per hr 2 Courts - \$50.00 per hr
PR	Meeting Lounge - Resident	\$55.00 per hour w/ 2 hr min
PR	Meeting Lounge - Non- Resident	\$65.00 per hour w/ 2 hr min
PR	Meeting Room #1 - Resident	\$45.00 per hour w/ 2 hr min
PR	Meeting Room #1 - Non- Resident	\$55.00 per hour w/ 2 hr min
Parks and Recreation (PR)		
Marquee		
PR	Marquee	\$25.00
Planning (Plan)		
Plan	Rezoning Review	\$1700.00
Plan	Conditional Zoning Review	\$2,000.00 plus \$12.00 per acre
Plan	Special (Conditional) Use Review	\$1,450.00 plus \$6.00 per acre
Plan Review		
Plan	Preliminary Plat Review	\$450.00 plus \$5.00 per lot plus Consulting Fees
Condominiums and Single Family/Detached Single Family Developments		
Plan	Preliminary Plan	\$1,850.00 plus \$5.00 per site
Plan	Revised Plan	\$640.00
Site Plan Review		
Plan	Residential - less than one acre	\$1,450.00 plus \$6.00 per unit
Plan	Residential - one acre or more	\$1,800.00 plus \$6.00 per unit
Plan	Commercial and Other Non-Residential Uses -less than one acre	\$1,750.00
Plan	Commercial and Other Non-Residential Uses -one acre or more	\$1,800.00 plus \$50.00 per acre
Plan	Revised Site Plan	\$150.00
Plan	Commercial Re-Occupancy Verification	Hourly
Plan	Engineering Plan Review	Hourly
Plan	Final Site Plans	\$100.00
Planning (Plan)		
Planned Neighborhood (Residential) Development		
Plan	Initial Review (Preliminary Plans)	\$475 plus \$5 per unit or lot (includes informal review prior to official submittal, plus initial plan review
Plan		\$150 (Includes charges for each review subsequent to review of the initial plan, except that the review of any plan submitted more than six (6) calendar months following the initial plan will require payment as specified in III.3.a)
	Revised Site Plan	
Plan	Final Site Plans	\$100.00
Plan	Planned Unit Development - less than an acre	\$475.00
Plan	Planned Unit Development - an acre or more	\$350.00

City of Inkster
Council Approved Fee Schedule

Most Recent Council Approval (** denotes update):

MM/DD/YYYY **

Dept.	Description	Fee
Planning (Plan)		
Mixed-Use or Planned Unit Developments		
Plan	Initial Review	\$1,850.00 plus \$5.00 per acre
Plan	Revised Plan	\$640.00
Plan	Final Site Plans	\$100.00
Plan	Rezoning	\$1700 per request
Plan	Special (Conditional) Use Request	\$1450.00 per request plus \$6 acre
Plan	Historic District/Architectural Commission Reviews	\$250.00 per request
Plan	Land Division Lot Split/Boundary Reviews	\$750.00 plus \$50.00 per lot
Plan	Adaptive Reuse Project Request	\$200.00 per request
Plan	Street/Alley Vacation Requests	\$800.00 per request
Zoning Board of Appeals		
Plan	Residential Variance	\$800.00
Plan	Commercial Variance	\$900.00
Plan	Zoning Code Interpretation	\$550.00
Plan	All Public Hearings	\$350.00
Plan	Zoning Confirmation Letters/Forms	\$188.00
Plan	Conditional Zoning Review (new)	\$2,000.00 plus \$12.00 per acre
Plan	Notary	\$3.00
Documents		
Plan	Zoning Ordinance	\$30.00
Plan	Zoning Map	\$5.00
Plan	Street Map	\$5.00
Plan	Master Plan	\$50.00
Plan	Census Data	\$.50 per page
Plan	Minutes	\$3.00 (6 pages or less)
Plan	Minutes	\$5.00 (6 pages or more)
Plan	Tax Maps/Address Maps	\$1.00/per page
Treasurer (Treas)		
Assessing		
Treas	Field Cards	Variable
Water Services		
Treas	Final Read	\$15.00
Treas	Water Turn On	\$75.00
Treas	Water Turn Off	\$75.00
Treas	Turn On/Turn Off for repairs (30 day period)	\$30.00
Treas	Meter Installation	\$50.00
Treas	New Meter (due to Theft/Vandalism)	\$220.00
Treas	Water History Reports	\$3.00 (6 pg max)
Treas	Service Charge (used during Delinquent Water Shut Offs)	\$45.00
Treas	NSF Administration and Bank Fee	\$60.00
Property Taxes		
Treas	Field Sheets	\$0.50

REQUEST FOR COUNCIL ACTION

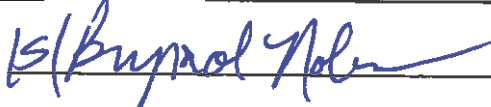
To: Byron Nolen, Mayor  Date: May 9, 2017

From: Felicia Rutledge, City Clerk Date for Council Consideration: May 15, 2017

ACTION REQUESTED: Consider approving the request for street closures of Lexington Parkway between Jeffrey Lane and Spring Arbor streets on June 17, 2017 for a Juneteenth Celebration from 3:00 p.m. until 7:00 p.m.
(Middle Park Manor Block Club)

Current Action ☒ X Emergency _____ Future _____

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

Mayor's Approval  _____

BACKGROUND INFORMATION

The request is to seek permission to close Lexington Parkway between Jeffrey Lane and Spring Arbor Streets on June 17, 2017 from 3:00 p.m. until 7:00. A signed petition by neighbors has been included. All appropriate sign offs from the city have been obtained.

SCOPE OF SERVICES

N/A

JUSTIFICATION

N/A

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

N/A

PROJECT TIME TABLE

June 17, 2017 from 3:00 p.m. until 7:00 p.m.

RESOLUTION

Authorization is hereby given for a Street closure on Lexington Parkway between Jeffrey Lane and Spring Arbor Streets on June 17, 2017 for a Juneteenth Celebration. (Middle Park Manor Block Club)

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



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

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

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Middle Park Manor Block Club/S. Johnson
 Name

Janet Johnson
(734) 595-1079
 Phone Number

2996 Brooklane St.
 Applicant Address

Johnson548141@yahoo.com
 Email (Optional)
Johnson548141@yahoo.com

REQUEST:

Street To Be Closed: Lexington Pkwy

Cross Streets: Jeffrey Lane / Spring Arbor

Date(s) To Be Closed: 6/17/17

Event Hours: 3:00 am/pm To 7:00 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Nineteenth Celebration

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

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

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

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

Applicant Signature: Middle Park Manor Block Club / Janet M. Johnson Date: 4/19/17

**OFFICIAL USE ONLY
 REQUIRED APPROVALS:**

Police ☒ Fire ☒ DPS ☒ BLDG ☒

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

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

City Clerk Signature: _____ Date: _____



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

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

1

Street Closure/Block Party Petition

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

Lexington Pkwy. between Jeffrey Lane
(Street) (Street)

and Spring Arbor for the date and time of June 17 - 3:00 - 7:00 P.M.
(Street) (Event date & time)

Block Party Coordinator: (Mary See) Middle Park Manor Bldg.
(Contact Person) Clu

Daytime Number: 734-728-1918 Evening Number: 734-728-1918

Name	Address
Mary See	1730 Lexington Pkwy.
Demise Lawson	1720 Lexington Pkwy
Monterl Davis	1757 Lexington
Wendy Simmons	1763 Lexington Pkwy
Mozella Mayfield	1738 Lexington Pkwy
Gloria Williams	1746 Lexington Pkwy.
Renata M. Webb	1749 Lexington Pkwy
Mark Robinson	1742 Lexington Pkwy
Manning Taylor	1725 Lexington Pkwy.
Lois Clark	1705 Lexington Pkwy
Amanda Battinoff	1685 Lexington Pkwy
Blair Ellis Edmond	1680 Lexington Pkwy
Chie Ruth Hedge	1741 Lexington Pkwy
Eddie & Tanika Brown	1715 Lexington
White, Brett	1710 Lexington Pkwy.
James, David, Buckley	1700 Lexington Pkwy
Juanita Penny	1733 Lexington Pkwy 48141
Bessie Gibbons	1760 Lexington Pkwy
Isabelle Brog-Ellison	1695 Lexington Pkwy



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

www.cityofinkster.com
Phone: 313.563.9778
Fax: 313.563.7878
inrd@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Middle Park Manor Black Club/J Johnson
Name

Janet Johnson
(734) 595-1079
Phone Number

2996 Brooklane St.
Applicant Address

jjohnson548141@yahoo.com
Email (Optional)
JohnsonJ548141@yahoo.com

REQUEST:

Street To Be Closed: Lexington Pkwy

Cross Streets: Jeffery Lane / Spring Arbor

Date(s) To Be Closed: 6/17/17

Event Hours: 3:00 am/pm To 7:00 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Lineteenth Celebration

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

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Applicant Signature: Middle Park Manor Black Club/ Janet M. Johnson Date: 4/19/17

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police P Fire DPS BLDG

REQUIRED EQUIPMENT:

Barricades P Cones P Other

CITY COUNCIL APPROVAL: Date Approved: Resolution Number:

City Clerk Signature: Date:



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

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 Fax: 313.563.7378
 frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Middle Park Manor Block Club/J. Johnson
 Name

Janet Johnson
(734) 595-1079
 Phone Number

2996 Brooklane St.
 Applicant Address

Johnson548141@yahoo.com
 Email (Optional)
Johnson548141@yahoo.com

REQUEST:

Street To Be Closed: Lexington Pkwy

Cross Streets: Jeffrey Lane / Spring Arbor

Date(s) To Be Closed: 6/17/17

Event Hours: 3:00 am/pm To 7:00 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Nineteenth Celebration

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

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Applicant Signature: Middle Park Manor Block Club/ Janet M. Johnson Date: 4/19/17

OFFICIAL USE ONLY REQUIRED APPROVALS:

Police ☒ Fire ☐ DPS ☒ BLDG OK 5/9/17

REQUIRED EQUIPMENT:

Barricades ☐ Cones ☐ Other ☐

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

City Clerk Signature: _____ Date: _____



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Fax: 313.563.7378
frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Middle Park Manor Block Club / Johnson
Name

Janet Johnson
(734) 595-1079
Phone Number

2996 Brooklane St.
Applicant Address

Johnson J 548141@yahoo.com
Email (Optional)
Johnson J 548141@yahoo.com

REQUEST:

Street To Be Closed: Lexington Pkwy

Cross Streets: Jeffery Lane / Spring Arbor

Date(s) To Be Closed: 6/17/17

Event Hours: 3:00 am/pm To 7:00 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Nineteenth Celebration

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

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Applicant Signature: Middle Park Manor Block Club / Janet M. Johnson

Date: 4/19/17

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire _____ DFS BLDG _____

REQUIRED EQUIPMENT:

Barricades X Cones X Other _____

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

City Clerk Signature: _____ Date: _____



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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Middle Park Manor Block Club / J. Johnson
Name

Janet Johnson
(734) 595-1079
Phone Number

2996 Brooklane St.
Applicant Address

Johnson548141@yahoo.com
Email (Optional)
Johnson548141@yahoo.com

REQUEST:

Street To Be Closed: Lexington Pkwy

Cross Streets: Jeffery Lane / Spring Arbor

Date(s) To Be Closed: 6/17/17

Event Hours: 3:00 am/pm To 7:00 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Nineteenth Celebration

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

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

Applicant Signature: Middle Park Manor Block Club / Janet M. Johnson

Date: 4/19/17

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police ☒ Fire ☒ DPS ☒ BLDG ☒

REQUIRED EQUIPMENT:

Barricades ☐ Cones ☐ Other ☐

CITY COUNCIL APPROVAL: Date Approved: _____

Resolution Number: _____

City Clerk Signature: _____

Date: _____

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor  Date: May 9, 2017

From: Felicia Rutledge, City Clerk Date for Council Consideration: May 15, 2017

ACTION REQUESTED: Consider approving the request for street closures of Sylvia between New York and Yale streets on May 28, 2017 for a Family Picnic and Prayer Day from 10:00 a.m. until 10:00 p.m.
(Renee D. Bohannon)

Current Action ☒X_____ Emergency _____ Future _____

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

Mayor's Approval _____

BACKGROUND INFORMATION

The request is to seek permission to close Sylvia between New York and Yale Streets on May 28, 2017 from 10:00 a.m. until 10:00. A signed petition by neighbors has been included. All appropriate sign offs from the city have been obtained.

SCOPE OF SERVICES

N/A

JUSTIFICATION

N/A

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

N/A

PROJECT TIME TABLE

May 28, 2017 from 10:00 a.m. until 10:00 p.m.

RESOLUTION

Authorization is hereby given for a Street closure on Sylvia between New York and Yale Streets on May 28, 2017 for a Family Picnic and Prayer Day. (Renee D. Bohannon)

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



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

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

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Renee D. Bohannon
Name
28921 Fernwood INK
Applicant Address

313 978 6827
Phone Number

Email (Optional)

REQUEST:

Street To Be Closed: Sylvia Cross Streets: New York, Yale
Date(s) To Be Closed: May 28, 2017
Event Hours: 10 am/pm To 10 am/pm (EVENTS MUST CONCLUDE BY 10PM)
Type Of Event: Family Picnic + Prayer Day

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

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

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

Applicant Signature: Renee D. Bohannon Date: 4/18/2017

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police ☒ Fire ☒ DPS ☒ BLDG ☒

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

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

City Clerk Signature: _____ Date: _____



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

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

Street Closure/Block Party Petition

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

Sylvia Street (Street) between New York Street (Street)

and Yale (Street) for the date and time of Sunday May 28th - 10.am - 10p.m. (Event date & time)

Block Party Coordinator: Renee D. Bohannon (Contact Person)

Daytime Number: 313 978-6827 Evening Number: Same

Name

Address

Ben a Bohannon
Geonah Buckles
Robert J. Bohannon
Wendell W. W.
Steve Henry
Martha Butler
Gittany Bohannon
Aaron Butler
Janae Holyfield

21024 New York
27015 New York
26932 NEW YORK ST.
26922 New York St
27024 New York
27440 NEW YORK
26950 YALE INKSTER
26933 New York
26951 Yale
26933 New York
27005 New York



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City of Inkster
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Inkster, MI 48141

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frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Renee D. Bohannon
Name

313 978 6827
Phone Number

28921 Fernwood INK
Applicant Address

Email (Optional)

REQUEST:

Street To Be Closed: Sylvia Cross Streets: New York, Yale

Date(s) To Be Closed: May 28, 2017

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

Type Of Event: Family Picnic + Prayer Day

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

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

Applicant Signature: Renee D. Bohannon Date: 4/18/2017

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire PR DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

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

City Clerk Signature: _____ Date: _____



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

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

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Renee D. Bohannon
Name
28921 Fernwood INK
Applicant Address

313 978 6827
Phone Number

Email (Optional)

REQUEST:

Street To Be Closed: Sylvia Cross Streets: New York, Yale
Date(s) To Be Closed: May 28, 2017
Event Hours: 10 am/pm To 10 am/pm (EVENTS MUST CONCLUDE BY 10PM)
Type Of Event: Family Picnic + Prayer Day

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

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Applicant Signature: Renee D. Bohannon Date: 4/28/2017

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police P Fire _____ DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades P Cones P Other _____

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

City Clerk Signature: _____ Date: _____



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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Renee D. Bohannon
Name

313 978 6827
Phone Number

28921 Fernwood INK
Applicant Address

Email (Optional)

REQUEST:

Street To Be Closed: Sylvia

Cross Streets: New York, Yale

Date(s) To Be Closed: May 28, 2017

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

Type Of Event: Family Picnic + Prayer Day

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Applicant Signature: Renee D. Bohannon

Date: 4/28/2017

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire _____ DPS _____ BLDG ✓

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____

Resolution Number: _____

City Clerk Signature: _____

Date: _____



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Inkster, MI 48141

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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Renee D. Bohannon
Name
28921 Fernwood Ink
Applicant Address

313 978 6827
Phone Number

Email (Optional)

REQUEST:

Street To Be Closed: Sylvia Cross Streets: New York, Yale
Date(s) To Be Closed: May 28, 2017
Event Hours: 10 am/pm To 10 am/pm (EVENTS MUST CONCLUDE BY 10PM)
Type Of Event: Family Picnic + Prayer Day

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

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Applicant Signature: Renee D. Bohannon Date: 5/18/2017

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire _____ DPS JB BLDG _____

REQUIRED EQUIPMENT:

Barricades ☒ Cones ☒ Other _____

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

City Clerk Signature: _____ Date: _____

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 8, 2017

From: Nate Ford
Economic Development, Director

Date for Council Consideration: May 15, 2017

ACTION REQUESTED: Consider approval of a proposal from CBRE to provide consulting services for the development, marketing and evaluation of a RFQ specifically for the Town Center District (TCD).

Current Action _____ Emergency _____ Future _____

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

Mayor's Approval 15/ Byron Nolen

BACKGROUND INFORMATION

SCOPE OF SERVICES

CBRE will evaluate all documentation/data as currently exists and analyze site conditions and constraints. 2) CBRE will prepare a detailed market analysis including considerations of highest and best use. 3) CBRE will perform a financial and public-private partnership feasibility analysis. 4) CBRE will develop and implement an RFQ/RFP process to engage developers, investors, and users consistent with the City's vision, goals and objectives. 5) CBRE will also negotiate and assist with executing all necessary documentation.

JUSTIFICATION

CBRE has a strong track record of assisting municipalities around the country on development projects, thus ensuring the city makes informed decisions on the redevelopment of the TCD/Municipal complex property.

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

COSTS

The fee for the proposal is set at \$4,000.00 a month. Should the City decide to take this to RFP stage, a fixed success fee of 2.75% will be built into the overall development cost; paid by the selected developer.

PROJECT TIME TABLE

Estimated time for the conclusion of the contract is projected at sixty (60) days.

RESOLUTION

Authorization is hereby given to accept the proposal from CBRE to provide consulting services for the development, marketing and evaluation of the RFQ for the TCD.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

CBRE



A DEVELOPMENT ADVISORY PROPOSAL

February 10, 2017

Presented by:

Gordon Hendry
First Vice President
CBRE Public Institutions
101 W. Washington Street
Suite 1000E
Indianapolis, IN 46204
317.269.1183

Nieco Jenkins
Associate
CBRE
2000 Town Center
Suite 500
Southfield, MI 48075
248.351.2041
nieco.jenkins@cbre.com





COMMERCIAL REAL ESTATE SERVICES

CBRE

Nieco Jenkins
CBRE, Inc.

March 1, 2017

Mr. Nate Ford
Director of Economic Development
City of Inkster
26215 Trowbridge Street
Inkster, MI 48141

Dear Mr. Ford:

Thank you for taking the time to speak with us on Thursday, February 2nd to discuss how CBRE may assist the City of Inkster with the redevelopment of its downtown Town Center District (TCD). We are excited about helping the City transform this important property, consistent with Mayor Nolan's vision, while maximizing the value to the City.

CBRE has a strong track record assisting municipal clients around the country on development projects. We are proposing to help guide the City through the redevelopment process, ensuring the City makes informed decisions on the redevelopment of the property and ultimately leading to the successful execution of a transaction with a preferred development team.

Thank you for the opportunity to present this proposal to you on the implementation phase. Please do not hesitate to contact either of us if you have any questions or require additional information. We look forward to following up soon.

Sincerely,

Nieco Jenkins
T: 248.351.2041
nieco.jenkins@cbre.com

Gordon Hendry
T: 317.269.1183
gordon.hendry@cbre.com





Phase 1: Site Due Diligence and Planning

CBRE will evaluate all documentation/data as currently exists and analyze site conditions and constraints including but not limited to:

1. Environmental Issues
2. Access/Transit
3. Geological and Topological Issues
4. Zoning
5. Existing Uses of surrounding property
6. Master Plans and all other visioning materials

Phase 2: Market Analysis

Given current market conditions, CBRE will prepare a detailed market analysis including considerations of highest and best use to include the following market segments:

1. Office
2. Retail
3. Residential (Multifamily, Condo, & Senior Housing)
4. Other amenities including hotel/conference facilities
5. Parking
6. Mixed Use/Specialty

The market analysis will be based on evaluating the major factors that determine the City's development potential, including economic and demographic characteristics, local regulatory considerations, transportation, physical features, property market trends – including market rents, vacancy rates, absorption trends, new construction, sales prices and capitalization rates, and land values, demand assessment, and identification of undersupplied or oversupplied categories.

Phase 3: Feasibility Analysis

CBRE will perform a financial and public-private partnership feasibility analysis with emphasis on the following:

1. Economic Development Issues
2. Public Investment (including infrastructure)
3. Financial/Cash Flow Model
4. Risk Assessment
5. Phasing



6. Potential Transaction structures

- Sale
- Land leases
- Joint Venture
- Public Private Partnership

Phase 4: Market Engagement and Proposal Evaluation, Partner Selection, Transaction Execution

CBRE will develop and implement an RFQ/RFP process to engage developers, investors, and users consistent with the City's vision, goals and objectives. CBRE will evaluate all proposals on like-kind basis and participate in developer selection based on the following considerations:

1. Submission quality including objective and subjective criteria
2. Interviews of proposal teams
3. Proposer financial strength
4. Risk issues for all parties

CBRE will also negotiate and assist with executing all necessary documentation including the following transaction elements:

1. Letter of Intent
2. Due diligence
3. Development Agreements
4. Ground leases or Purchase Documents
5. Shared use/Common Area Agreements

The above is our preliminary interpretation of what we would do to help the City initiate the redevelopment of the property; our experience suggests that virtually all of these complex projects evolve as the project(s) unfold. We are committed to making sure the City receives all of the information needed to make informed decisions.

Compensation for CBRE:

With a seasoned and well-directed team, our experience suggests that it will take approximately sixty (60) days to reach the conclusion of Phase Four for the City. We anticipate leveraging CBRE's significant resource of specialty practices (urban retail, multi-family and senior housing, public institutions, financing, etc.) for this project, all of which will be included in our proposed CBRE fee. If necessary and on an "as-needed" basis, we will engage subcontractors (such as land planners/massing architects, civil or traffic engineers, geotechnical specialists, outside legal support, etc.) that 1) the City will approve in advance, 2) we will jointly select and 3) CBRE will invoice at cost with no markup to the City of Inkster.



CBRE would complete the above scope of work through Task Four at the following costs:

Consulting Hours / Time	\$4,000 per month and any amounts pre-approved by the City for any CBRE specialty consultants on an as- needed basis.
Travel	The above fixed fee includes all travel, hotel, etc. expenses of consultants and there shall be no additional expense reimbursement for travel.
Subcontractor hard costs	If needed, at direct cost as approved by the City with no markup

The consulting fee will be due and payable on a monthly basis upon submission of a CBRE invoice. Assuming the City decides to proceed to the RFP stage, we will charge a success fee of two and three quarters percent (2.75%) of the overall project value for the implementation of the development of the property. Overall project value is defined as the total economic value of the project including land, construction, architectural and design fees of all elements of the project.

The success fee will be described in any RFP issued to the market or communicated to Developers/Investors and paid by the Developers/Investors as part of their overall development costs. Fees will be due and payable to CBRE within ninety (90) days of execution of a Development, Joint Venture, or other Agreement between the parties.



ADDENDUM

INTRODUCTION TO CBRE

CBRE Group, Inc. (NYSE:CBG), a *Fortune* 500 and S&P 500 company, is the world's largest commercial real estate services firm (in terms of 2016 revenue). The Company has approximately 30,000 employees (excluding affiliates), and serves real estate owners, investors and occupiers through more than 300 offices (excluding affiliates) worldwide. CBRE offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; mortgage banking; appraisal and valuation; development services; investment management; and research and consulting.

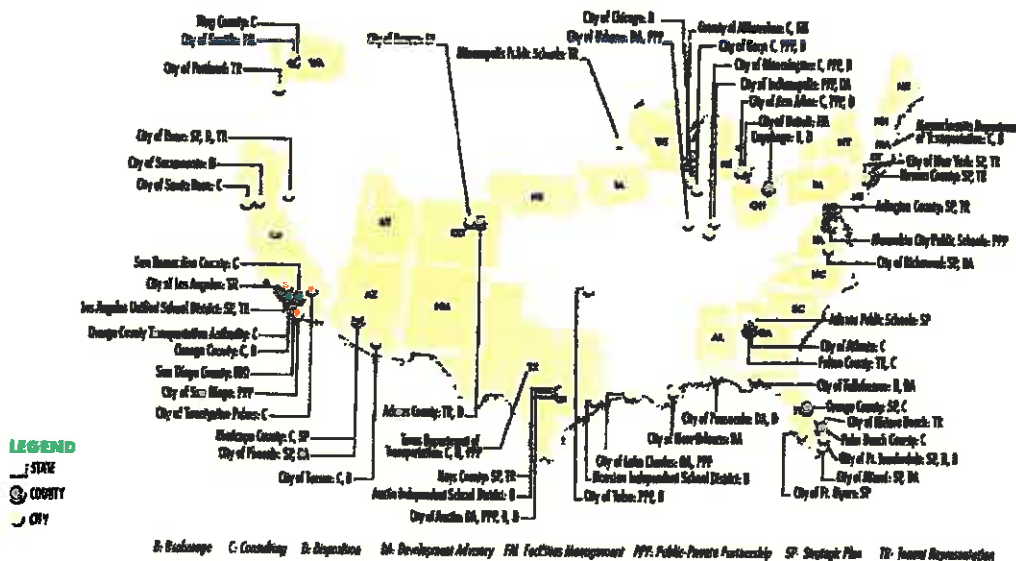
We apply our knowledge of global real estate to the nation's states, cities, counties and towns through the Public Institutions and Education Solutions Group. We understand the priorities of these critical entities: maintaining and enhancing their economic development opportunities while solidifying the financial health and infrastructure necessary for long-term stability. CBRE can help the City of Inkster develop and implement real estate strategies that bolster its financial strength, increase its attractiveness, and improve its amenities. Select state and local public sector clients for whom we have performed real estate services are included in the graphic below.

CBRE STATE AND LOCAL GOVERNMENT PARTIAL CLIENT LIST

CBRE provides state and local government entities with comprehensive real estate solutions. The map below shows the entities with which we maintain current contracts or our team has had recent experience.

STATES

Alabama: IN	Florida: IN, SP, BA, C	Georgia: SP
Arizona: SP, TR	Illinois: SP, TR	Hawaii: D
California: TR	Indiana: D	Iowa: C
Colorado: SP, TR	Michigan: SP, TR, BA, D	Kansas: D
Connecticut: C	Massachusetts: TR, C	Minnesota: SP, TR
Delaware: TR	Montgomery: SP, TR	Nebraska: TR
District of Columbia: SP, TR	New Hampshire: D	New Jersey: SP, C
Florida: IN, SP, BA, C	New Mexico: D	New York: TR, SP, D
Georgia: SP	North Carolina: SP, TR	Ohio: IN
	Pennsylvania: SP, TR	
	South Carolina: SP, D, TR	
	Texas: TR, D	
	Virginia: TR	
	Washington: TR	
	West Virginia: SP, TR, BA	
	Wisconsin: TR, SP, SP	





Our consulting practice provides a wide range of strategic and portfolio planning consulting services to education, public sector and corporate clients throughout the United States. Our 250+ global consultants focus on developing real estate strategy for clients with complex, multi-location/multi-disciplined requirements. Our consultants focus on the development of strategic platforms and processes, enabling our clients to make highly informed real estate decisions, reduce costs, create value and improve performance, all with the ultimate goal of ensuring that our clients' real estate strategies are aligned with long-term objectives.

Services include investment strategy planning, developing portfolio-wide real estate strategies and optimization plans, corporate real estate organizational planning, demographic analysis, alternative workplace solutions, complex financial analysis, land-use planning, highest and best use analysis, market & financial analysis and coordinating multi-disciplined teams on large-scale assignments.

We use both dedicated teams and variable resources to put actionable plans in place that help organizations shed excess space, build flexibility into their portfolios, and accurately understand growth drivers at the agency or business unit level.

MARKET COVERAGE AND RESOURCES IN THE DETROIT AREA

CBRE is the dominant commercial real estate services company in the State of Michigan, in terms of personnel and revenue. Although being the biggest does not by itself translate into being the best, our client retention rate and overall satisfaction with our service quality speaks for itself. CBRE has the most widely diverse team of brokers in the Indianapolis region, and accordingly we have the most hands-on direct market knowledge of developers, landlords and tenants. Ultimately, CBRE's leadership with developers and in tenant and landlord representation gives us an unmatched, complete perspective on the market, from pricing expectations to tenant demand across the entire area. The information we are able to collect and access as a result of our unparalleled market activity leads to value and a competitive advantage for our clients. Our market penetration enables us to know about trends as they happen, not after they happen. In today's environment, this edge will undoubtedly prove important and assist us in getting the best possible results for the City of Inkster.

One of CBRE's unique differentiators is that we offer comprehensive real estate services that provide value throughout the entire real estate life cycle. Our platform and processes are customized for our clients, based on their unique requirements and needs. Our services lines include:

- **Brokerage Services.** CBRE executes strategic, integrated and comprehensive commercial real estate brokerage services for tenants/occupiers, property owners and narrowly-focused, vertical industries in the office, industrial and retail sectors. Services include current situation analysis and planning, the development of viable options, comparative analysis of market availabilities and implementation of the selected alternative, including full project management services for tenant fit-out.
- **Land Services.** CBRE Land Services professionals are land entitlement experts who offer extensive knowledge of local market conditions, competitive land parcels and the regulatory environment to assist land owners in forming strategies for maximizing the value of their real estate holdings. Land owner representation services include market



analysis and feasibility studies, demographic and mapping services, and property acquisitions and dispositions.

- **Office Services.** Office leasing and sales represents the largest segment of CBRE's brokerage activity. CBRE office brokerage professionals specialize in either occupier/tenant or owner/investor needs.
- **Retail Services.** CBRE Retail Services provides integrated products and services—including strategy development, management, finance, corporate services, consulting and leasing. Retail Services utilizes proprietary and industry-leading research and technological tools, including operational and competitive analyses, mapping, demographic studies, tenant mix comparisons and computerized tracking/reporting software that allows in-house specialists to offer insight into the latest market trends.
- **Project Management.** CBRE provides a full menu of project management solutions, including: project management outsourcing strategies, program management services, interior build outs, project management for critical environments, moves/adds/changes, capital improvements and building renovations and tenant improvements.
- **Debt and Equity Finance.** Debt & Equity Finance provides debt and equity funding options to developers and owners of commercial properties nationwide. Through its correspondent relationship with numerous domestic and international investors, the company originates fixed-rate and floating, construction, forward, standby and participating loans, as well as joint ventures.

CBRE Michigan Quick Facts

- 3 offices servicing Michigan (Detroit/Southfield, Lansing, Grand Rapids)
- Manage millions of square feet of office, retail and industrial properties
- Public client roster includes US General Services Administration (GSA), City of Detroit, City of Pontiac, City of Mt. Pleasant and Jackson County and the State of Michigan. Others include the University of Michigan and Archdiocese of Detroit. Globally CBRE has represented 80% of the *Fortune* 100.

TEAM INTRODUCTION

CBRE has assembled a team of experts who will use demonstrated best practices to advise the City of Inkster on re-development strategy scenarios. Our team has significant experience representing municipal and other public sector clients on development opportunities, and we have strong work experience representing municipal clients on all matters of commercial real estate.

Our team includes development advisory experts who have negotiated some of the most complex lease and building acquisitions in the United States over the last decade as an advisor to city, county and state clients. Our team's ability to coordinate analyses of project risks and opportunities, renovation options, partial and full redevelopment scenarios, and ground lease and other brokerage issues, will allow the City of Inkster to focus on its core mission of serving its citizens most effectively.



CBRE TEAM MEMBERS

Project Leaders



Gordon Hendry, First Vice President, is a member of CBRE's Public Institutions and Education Group, which is a group of commercial real estate professionals specifically dedicated to serving the interests of public agencies and education institutions. Current Michigan clients include the City of Ann Arbor and City of Lansing. Prior to joining CBRE, he was the head of the Indy Partnership, a 10-county regional economic development organization based in Indianapolis and also served as a senior advisor to Mayor Bart Peterson of Indianapolis as Special Counsel and then Director of Economic Development for the City of Indianapolis. Prior to joining the Mayor's office, he was an attorney at Ice Miller, an Indianapolis law firm. Mr. Hendry was born and raised in Bloomington, Indiana, and holds a bachelor's degree, *Phi Beta Kappa*, from Indiana University, Bloomington. He also attended the London School of Economics and received his JD from George Washington University Law School.



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

Before joining CBRE, Nieco worked 15 years in her family's commercial construction business, which is headquartered in the city of Detroit. While there she worked in many capacities including the roles of Human Resource Administrator, Compliance Director, Assisting Project Engineer and before leaving the firm, as an Interior Design Consultant on various construction



projects and developments, including a newer development in Detroit for the Wayne State University Psychiatric Department.

Ms. Jenkins holds a A.A. degree in Interior Design and a Real Estate License in the State of Michigan.

Ms. Jenkins and Mr. Hendry will consult with other CBRE team members in a diverse range of real estate background and experience on an as-needed basis.

CBRE

CASE STUDY: City of Ann Arbor, Michigan



SERVICES

- Redevelopment Advisory
- Economic Development Feasibility
- Relocation
- Market Analysis
- Site Location
- Negotiation
- Disposition
- Economic & Fiscal Impact

SIZE

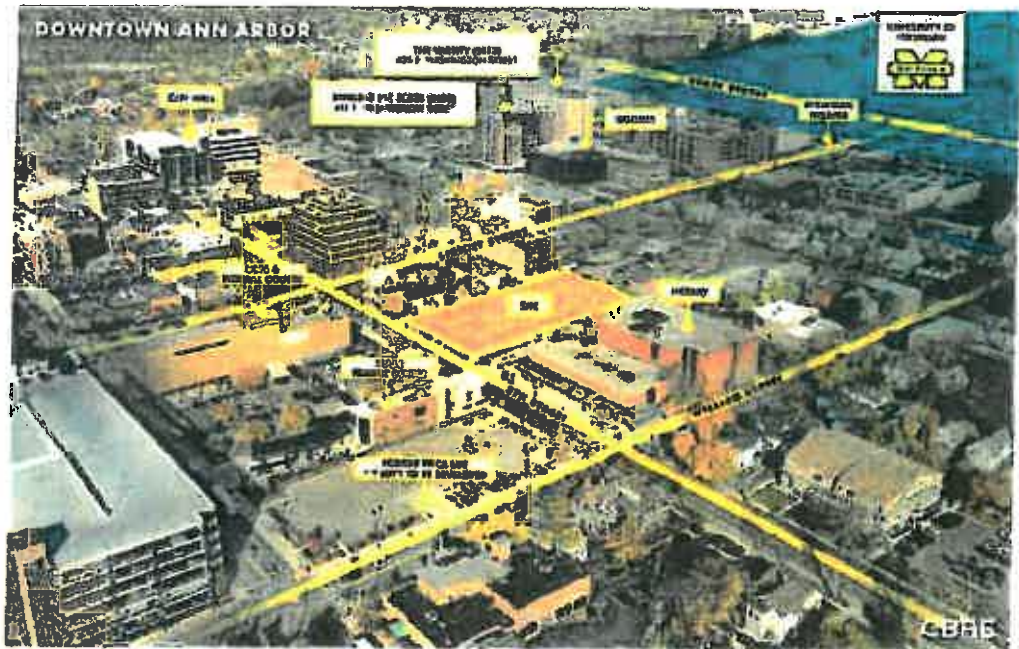
- 35,109 square feet (0.8 acres) of development rights above four-story underground parking garage

DOLLAR AMOUNT

- \$85 M (total proposed project)

PROJECT TEAM

- Michael McShaw
- Gordon Hendry
- Tim Guest



"Library Lot" Redevelopment Advisor to City

The City of Ann Arbor, Michigan, home of the University of Michigan, sought to generate revenues and spur economic development within its downtown by selling the development rights above its Library Lot parking structure, a 711-space state-of-the-art underground parking structure. Downtown Ann Arbor is one of the strongest commercial real estate markets in the Midwest. The City selected CBRE to evaluate the real estate opportunity and serve as its redevelopment advisor.

CBRE Responsibilities

- At the commencement of the project, CBRE performed an extensive market and financial analysis, including a hotel study by PKF Consulting, a CBRE company.
- CBRE oversaw a competitive RFP process including extensive interviews and negotiations with development teams to ensure the proposed mixed-use development achieved the goals of the City for this downtown property, including a 12,000 sq. ft. "civic plaza."

CBRE Results

- At CBRE's recommendation, the City selected a development team with a

demonstrated track record of financing and completing successful projects. The team proposed to invest over \$85 million for a 322,000 sq. ft. project, including over 300 high-end apartments, a 130 key boutique hotel, over 22,000 sq. ft. of new office space, 3,400 sq. ft. of ground-level retail and a dynamic public plaza.

- In contrast to a solicitation completed by the City in the prior year for a property across the street from the Library Lot, CBRE attracted proposals from national and local developers. This enhanced interest leveraged the opportunity, resulting in more qualified developer bids, an increased per-acre purchase price, no developer incentives and dramatic place-making designs.
- Notably, at the commencement of the Project, the CBRE team projected significantly higher value for the property than anticipated by the City. At the end of the process, the purchase price in the project agreement with the selected development team was within the value range projected by CBRE.
- CBRE has been actively involved in presentations with community stakeholders, neighborhood groups, and City Council members.
- CBRE performed an Economic and Fiscal Impact Summary showing that the 10-year economic impact is equal to \$283.4 million with total taxes generated over 10 years of \$35.8 million (including \$2 million per year to local government/schools).
- In April 2017, the City Council approved the sale by a super-majority vote. A Project Agreement is currently being finalized with a closing and commencement of construction expected in early 2018.



REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: May 8, 2017

From: M. Jeannie Fields *MJF*
Director of Special Projects

Date for Council Consideration: May 15, 2017

ACTION REQUESTED: Consider approval to renew the agreement with Murray's Real Estate Services, LLC and Red Carpet Keim to provide real estate services to sell City-Owned structured properties and vacant lots for two (2) years with the option to extend for one (1) additional year.

Current Action X Emergency Future

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

Mayor's Approval 151 Byron Nolen

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 five (5) 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 (formerly Will Coop, Inc) to continue the success of the program. Since 2011, approximately sixty-eight (68) property sales have occurred to include residential structures, a commercial building and vacant lots with over \$121,000 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, per the following fee scale:

1. Residential Property sold = \$1,000 per property
2. Vacant Lots – Residential = \$100 per lot (unbuildable)
3. Vacant Lots – Residential = \$200 per lot (buildable)
4. Vacant Lots – Commercial = 10% of sales price

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 to provide real estate services to sell City-Owned structured properties and vacant lots for two (2) years with the option to extend for one (1) additional year.

Yes:

No:

Absent:

REAL ESTATE SERVICES AGREEMENT

This agreement made this ____ day of _____, 2017 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, MI 48141, 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 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. Residential Property = \$1,000 per property
 - b. Vacant Lots – Residential = \$100 per lot (unbuildable)
 - c. Vacant Lots – Residential = \$200 per lot (buildable)
 - d. Vacant Lots – Commercial = 10% of sales price

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 structures = \$600; 2) Residential lots = \$100; and 3) 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 two (2) years 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 H. Nolen
Mayor

Dated: _____

Witness:

By: _____

Dated: _____

For:

By: _____

Dated: _____

Witness:

By: _____

Dated: _____

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: May 9, 2017

From: M. Jeannie Fields *mjs*
Director of Special Projects

Date for Council Consideration: May 15, 2017

ACTION REQUESTED: Enter into a contract with Environmental Testing & Consulting (ETC) to provide Asbestos and Hazardous Material Assessment and Clearance Services to prepare for demolition for two (2) years with an option to renew for one (1) year.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☒ Account # 241.728.801.350 No ☐ N/A ☐

Mayor's Approval *1st Byron Nolen*

BACKGROUND:

As part of the process to move forward with demolition, asbestos and hazardous material surveys must be performed. ASTI Environmental performed this function in the past under an Environmental Protection Agency (EPA) grant, but the grant ended December 31, 2015. Since that time, residential demolitions have been performed under the Hardest Hit Fund Grant.

After receipt of the results of an environmental survey, any asbestos or hazardous materials identified in the report must be abated by the demolition contractor prior to demolition of the property. Another assessment is done after the abatement to ensure that all the hazardous materials have been removed and a clearance letter is issued.

Quotes were requested for the services. The results are attached. Six (6) properties have been identified to date for demolition as follows:

- 3118 Ash
- 26418 Dartmouth
- 26170 Dunning
- 27306 Lehigh
- 3536 Moore
- 28534 Rosewood

SCOPE OF SERVICES:

The contract will include performing asbestos and hazardous material surveys. ETC will put the findings into an abatement report for our demolition contractor(s). The demolition contractor(s) will ensure that all abatement work is performed. ETC will provide a clearance report after they ensure all abatement requirements have been met as required by law. Their full proposal is attached.

JUSTIFICATION:

It is required by state law that asbestos and hazardous materials be abated prior to the demolition. A survey must be performed in order to determine what materials require abatement prior to demolition. The city administration does not have the capacity or specialization to perform these functions. Therefore, this function is being contracted out.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster.

COSTS:

All costs associated with the program will be paid by the CDGB grant. Though six (6) properties have been identified under the program to date, we will continue to use ETC to provide asbestos and hazardous material assessments prior to demolition under the CDBG program during the duration of the contract.

PROJECTED TIME TABLE:

Upon Council approval.

RESOLUTION:

Authorization is hereby given to enter into a contract with Environmental Testing & Consulting (ETC) to provide Asbestos and Hazardous Material Assessment and Clearance Services to prepare for demolition for two (2) years with an option to renew for one (1) year.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Bid Transmittal/Tabulation

Bidding Information for the following (General Contractors): Environmental Assessments for Demo

Date of Transmittal: 4.21.17

Due Date: 4.26.17 @ 4 pm

Date of Tabulation: 4.4.17*

*Awaiting clarification of information

Contractor, Contact Information		Asb report per structure	Clearance report	Haz report per structure	Clearance report	MISC	M/FE? Awarded?
Environmental Testing & Consulting Leo Wall, 734.955.6600, leo.wall@2etc.com / pat.s@2etc.com Romulus, MI		\$700 Includes all samples	\$350	Included in Asbestos report	Included in asb clearance report		Yes
PM Environmental Jon Balsamo, 248.688.7387, pmenv.com Chesterfield, MI		\$1,000* Incl. 40 samples @ \$8 ea	\$750 per day	\$1,200 Incl. 40 asb & 10 lead based paint*	\$750 per day	* Add'l samples @ \$8 ea	No
ARCH Environmental Roosevelt Austin, 248.426.0165, rose@archenvgroup.com Farmington Hills, MI		No response received	N/A	N/A	N/A		No
ASTI Environmental David Amair, 810.225.2800, dampir@asti-env.com Brighton, MI		\$495 plus \$15 sample	\$495 Visual \$695 Air Testing	\$495 or \$50 address when completed	\$350 or \$50 address when completed	\$20 - Add'l point count/NOB for results <5% asbestos	No

*** For additional questions, please contact M. Jeannie Fields at 313.563.7709. Thank you for your time.



**ENVIRONMENTAL TESTING
& CONSULTING**

April 26, 2017

City of Inkster
26215 Trowbridge
Inkster, MI 48141
Attn: Jeanie Fields, Director of Special Projects
Email: jfields@cityofinkster.com
Ph: (313) 563-7709

RE: REQUEST FOR NESHAP DEMOLITION INSPECTIONS FOR ASBESTOS & HAZARDOUS MATERIALS AT VARIOUS PROPERTIES LOCATED IN INKSTER, MICHIGAN

Dear Ms. Fields,

In response to your request, Environmental Testing & Consulting, Inc. is pleased to present this proposal for bulk surveying/sampling for various residential properties slated for demolition that are located in the City of Inkster.

SCOPE OF WORK FOR BULK SURVEYING AND SAMPLING

COLLECTION OF DATA AND SURVEY OF FACILITY

All sample collection, analysis, and interpretation will be completed in accordance with all federal, state, and local regulations affecting these procedures. The sampling and analytical techniques to be used during the survey are described below:

SAMPLING PROTOCOL

The areas specified by the client's representative and included within the scope of this project will be accessed and visually inspected for the presence of any friable and non-friable ACM. The inspection for the building(s) will be conducted according to the following methodologies:

SITE INSPECTION

ETC's industrial hygienist will inspect the specified materials and areas of the structures for friable and non-friable ACM's. The site inspection will involve three steps: (1) reviewing available blueprints, (2) arranging physical access and (3) conducting the actual inspection.

Inspection of available blueprints: Specifications to determine known or likely locations of asbestos. Copies of the structures will be made in order to mark the sample locations of suspected ACM's.

Arrangements for physical access: As necessary, arrangements will be made to obtain keys, ladders, and access sites. If possible, time periods of low activity will be selected to minimize interference with building users.

SAMPLE SITE SELECTION

Potential sampling sites will be selected by their ability to characterize the structures asbestos content and by their estimated exposure potential. Large surfaces with high exposure potential will frequently be sampled more than once. This will be done to allow for the possibility that the surface, appearing homogeneous, is in fact composed of more than one construction material.

Environmental Testing and Consulting
38900 W. Huron River Drive, Romulus, MI 48174
(734) 955-6604 WWW.2ETC.com



SEARCH PATTERN

In an effort to determine a pattern, ETC's hygienist will rely on his/her own judgment as to whether more than one pipe or duct system supplies the structures. When there is more than one system, the boundaries of those systems will be inspected for changes in construction material.

SAMPLE ACQUISITION

All samples will be taken according to the following methodologies:

1. First wetting the surface of the material to prevent the release of fibers during the sampling procedure.
2. Extracting the sample with a corer or other appropriate tool, being careful to collect a representative sample of all layers encountered.
3. Placing the sample in a sealed impermeable container to avoid atmospheric contamination.
4. Labeling the sample container with appropriate information and logging the information into a field notebook.
5. Sealing the surface of the sampled area with duct tape or other appropriate means to prevent the release of fibers as a result of sampling techniques.
6. Delivering the sealed sample to the laboratory for analysis.

In addition to taking samples of the friable and non-friable materials encountered during the survey, ETC's hygienist will also assess the overall condition, friability, accessibility, types of damage, and factors affecting potential fiber release of each material.

ANALYSIS PROTOCOL

All bulk samples will be analyzed using Polarized Light Microscopy (PLM). This method is the industry standard, which is recognized by the Environmental Protection Agency (EPA). PLM serves several functions; its main purpose is to identify fibrous asbestos in bulk samples. The PLM method is also used to distinguish between various types of asbestos within the sample.

When a bulk asbestos sample is received, several representative portions of the sample are removed and put into a labeled petri dish. The sample parts are extracted using forceps. These extracted fibers are then placed on a microscopy slide and mounted using a liquid of similar refractive indices, as determined by the analyst.

After mounting, the fibers are identified using Polarized Light Microscopy (PLM), supplemented by dispersion staining. After fiber identification by PLM, estimation is made as to the percent composition of asbestos. The estimated percentages are based on size, number, shape, density of each of the components, and on comparison to a standard set of samples previously quantitated by the Interim Research Triangle Institute (RTI) method.

Environmental Testing Laboratories (ETL) shall provide the sample analysis for these inspections; ETL is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 201028-0. In addition, bulk samples are sent to participating laboratories quarterly, for microscopic identification of asbestos content. The results of this Quality Assurance Program are available for client review.



ENVIRONMENTAL TESTING & CONSULTING

ETC also participates in the NIOSH-PAT Program for Asbestos Air Analysis and each analyst is enrolled in the AIHA sponsored Asbestos Analyst Registry (AAR). These samples are sent to participating laboratories quarterly as well. The samples are analyzed using Phase Contrast Microscopy and compared to results from other laboratories. All laboratories receive a "Proficient" or "Non-Proficient" rating, and these results are available for public review.

FEES - Asbestos & Hazardous Material Inspection:

Service	Cost
Demo Survey	\$700.00 per property

**Survey includes on-site sample collection and report generation.*

Turnaround time for report with results is 7 – 10 business days.

INSURANCE

ETC is fully insured for asbestos related activities that provide clients maximum insurance coverage as follows:

General Liability:	\$2,000,000 aggregate
Errors and Omissions Professional Insurance Coverage:	\$2,000,000 per claim
Workmen's Compensation	As per Statutory Requirements
Employer's Liability Coverage:	As per Statutory Requirements
Hired and Non-Owned Autos:	\$300,000 per claim

ETC will maintain its insurance coverage for the duration of the project. A thirty-day cancellation notice clause exists per said coverage.

If you have any further questions regarding this proposal or any of ETC's other services, please feel free to contact an ETC representative or myself at (800) 864-3236.

Sincerely,

Environmental Testing & Consulting, Inc.

Patricia Mansfield
Sales & Marketing Manager

Environmental Testing and Consulting
38900 W. Huron River Drive, Romulus, MI 48174
(734) 955-6604 WWW.2ETC.com



ENVIRONMENTAL TESTING & CONSULTING

An inspection of the survey area to identify building materials that are presumed or suspect for asbestos content. The NESHAP rule requires that the presumed and suspect materials be identified, located and documented, and that friable suspect material be assessed and classified for friability. During the inspection, homogeneous areas must be delineated and sampled, as appropriate.

Suspect Homogeneous Areas (HA) i.e., materials, must be inventoried by type based on appearance and other characteristics. Building materials suspect for asbestos content must be described based on one of three material classifications:

1. **Surfacing Materials (SM):** Sprayed-on, troweled-on, or otherwise applied to surfaces, such as friable acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

Size of the Homogeneous Sampling Area	Minimum Number of Samples to be Collected
Less than 1,000 SF	3
Between 1,000 and 5,000 SF	5
Greater than 5,000 SF	7

The number of samples collected must meet regulatory requirements.

2. **Thermal System Insulation (TSI):** Material that is applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat lost or gain, or water condensation, or for other purposes.

Size of TSI Material Sampling Area	Minimum Number of Samples
TSI General	3
Less than 6 linear or square feet of patch	1
Elbows, fittings and cementitious materials	3

3. **Roofing Materials, (RM):** Shingle and tar paper membrane samples of existing roofing system.
Minimum number of Roofing Material Samples is 2 shingle and 2 tar paper samples per building.
4. **Miscellaneous Materials (MM):** A building material on structural components, structural members, or fixtures, such as non-friable hard-wall and ceiling plaster, floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

The minimum number of bulk samples for any miscellaneous material is 2.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 9, 2017

From: Jerome Bivins, DPS Director

Date for Council's Consideration: May 15, 2017

ACTION REQUESTED: Consider authorizing Administration to enter into a purchase agreement installment with DTE Energy to replace all the City's street lights, within the boundaries of the City limits to more efficient bulbs.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No X

Mayor approval

151 Byron Nolen

BACKGROUND:

For the past fifty (50) years, the city of Inkster's street light bulbs have consisted of MV (mercury vapor) and HPS (high pressure sodium) bulbs, which has costed the City over \$600,000.00 a year. In an effort to reduce costs, the Department of Public Services Director and the City Treasurer applied for the (FDCVT) Financially Distressed Cities, Villages, and Townships to replace all outdated light bulbs within the boundaries of the City limits. The amount requested was \$650,000.00 dollar of that amount we have been awarded \$325,123.00.

After receiving this good news, Mr. Carrington and I reached out to our street light representative Ms. Debra Cain from DTE Energy, to begin formulating a proposal to replace the existing street lights city wide. With the help of Ms. Cain we have put together a replacement plan that will cover approximately 80 to 90 percent of the cities street lights. Please see attached cost and mapping for this project.

SCOPE OF SERVICES:

To allow DTE Energy to install more cost efficient light bulbs within the boundaries of the City limits.

JUSTIFICATION:

The City is looking to continue cutting cost by upgrading 80 to 90 percent of our street light from MV and HPS lights to LED street lights.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster.

COSTS:

\$ 30,693.00, which would be recovered after three months (3) due to a reduced monthly bill.

\$420,471.00 Cost to convert Bulbs
(\$325,123.00) Grant funds from the State
\$95,348.00 City addition contribution
(\$64,655.00) Total EO Rebate

\$30,693.00 Final Cost To Inkster

PROJECTED TIME TABLE:

Six (6) to twelve (12) weeks upon approval.

RESOLUTION:

Authorization is hereby given to the Director of DPS, as a representative of the City of Inkster to enter into a purchase agreement installment with DTE Energy to replace all the City's street lights, within the boundaries of the City limits to more efficient bulbs.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Current Incurred Rate				Future Incurred Rate				Cost to Convert									
Current Watt	Type	Quantity	Annual Rate OH lum	Annual Rate US per lum	Current Invoice Totals	New Watt	Type	Quantity	Annual Rate OH per lum	Annual Rate US per lum	Future Invoice Total	Cost of LED per LUM	Long Life Photocell	Labor	Total Cost Per Fixture	New Watt	EO Rebate
175	MV	11	\$224.90	\$482.98	\$2,473.90	80	LED	11	\$152.28	\$307.68	\$1,675.08	\$192	\$0	\$62	\$632	80	\$0.00
175	MV	11	\$224.90	\$432.98	\$304,960.40	65	LED	11	\$146.52	\$302.04	\$1,968.12	\$192	\$10	\$62	\$264	65	\$99.00
250	MV	3	\$258.21	\$477.36	\$759.63	65	LED	3	\$146.52	\$302.04	\$489.56	\$192	\$10	\$62	\$264	65	\$0.00
250	MV	3	\$258.21	\$477.36	\$0.00	135	LED	3	\$166.85	\$321.77	\$500.00	\$371	\$10	\$62	\$443	135	\$46.00
400	MV	18	\$337.08	\$568.32	\$5,392.28	65	LED	18	\$146.52	\$302.04	\$2,344.32	\$192	\$10	\$62	\$264	65	\$0.00
400	MV	18	\$337.08	\$568.32	\$1,348.32	135	LED	18	\$166.85	\$321.77	\$607.40	\$371	\$10	\$62	\$443	135	\$95.00
1000	MV	6	\$601.08	\$798.24	\$5,000.00	280	LED	6	\$210.47	\$364.08	\$2,184.00	\$547	\$10	\$62	\$619	280	\$235.00
100	HPS	11	\$199.61	\$352.68	\$2,195.71	80	LED	11	\$152.28	\$307.68	\$1,675.08	\$550	\$0	\$62	\$612	80	\$0.00
100	HPS	11	\$199.61	\$352.68	\$82,396.82	65	LED	11	\$146.52	\$302.04	\$23,796.24	\$192	\$10	\$62	\$264	65	\$19.00
150	HPS	11	\$216.21	\$384.65	\$4,241.76	135	LED	11	\$166.85	\$321.77	\$500.00	\$371	\$10	\$62	\$443	135	\$16.00
250	HPS	11	\$254.58	\$449.34	\$5,207.56	135	LED	11	\$166.85	\$321.77	\$7,931.82	\$371	\$10	\$62	\$443	135	\$16.00
250	HPS	11	\$254.58	\$449.34	\$0.00	65	LED	11	\$146.52	\$302.04	\$0.00	\$192	\$10	\$62	\$264	65	\$0.00
400	HPS	11	\$392.02	\$712.32	\$29,548.78	280	LED	11	\$210.47	\$364.08	\$8,791.83	\$547	\$10	\$62	\$619	280	\$96.00
400	HPS	11	\$392.02	\$712.32	\$0.00	280	LED	11	\$210.47	\$364.08	\$0.00	\$547	\$10	\$62	\$619	280	\$243.00
1000	HPS	6	\$614.64	\$949.32	\$5,683.92	280	LED	6	\$210.47	\$364.08	\$2,184.00	\$547	\$10	\$62	\$619	280	\$93.00
400	MV	1	\$337.08	\$568.32	\$568.32	65	LED	1	\$146.52	\$302.04	\$46.52	\$192	\$10	\$62	\$264	65	\$0.00
400	HPS	1	\$337.08	\$568.32	\$568.32	65	LED	1	\$146.52	\$302.04	\$46.52	\$192	\$10	\$62	\$264	65	\$94.00
150	HPS	1	\$216.21	\$384.65	\$384.65	65	LED	1	\$146.52	\$302.04	\$0.00	\$192	\$10	\$62	\$264	65	\$94.00

Additional cost (CTC) for span lights or SOMA. \$0.00

Proposed Conversion			
Total Current Lumens	1713	Total Future Lumens	1713
Total Current Lumens	\$404,531.42	Total Future Lumens with Current Rates	\$266,009.07
Annual Savings		Annual Savings	\$138,532.35
Cost to Convert (CTC)		Cost to Convert (CTC)	\$902,939.00
DTE labor contribution		DTE labor contribution	\$86,180.00
EO rebate (EO)		EO rebate (EO)	\$64,205.00
CTC less EO less DTE Contribution		CTC less EO less DTE Contribution	\$852,553.00
Payback to (EO) Amount (EO)		Payback to (EO) Amount (EO)	rebate (hrs) divide by Annual
			2.84

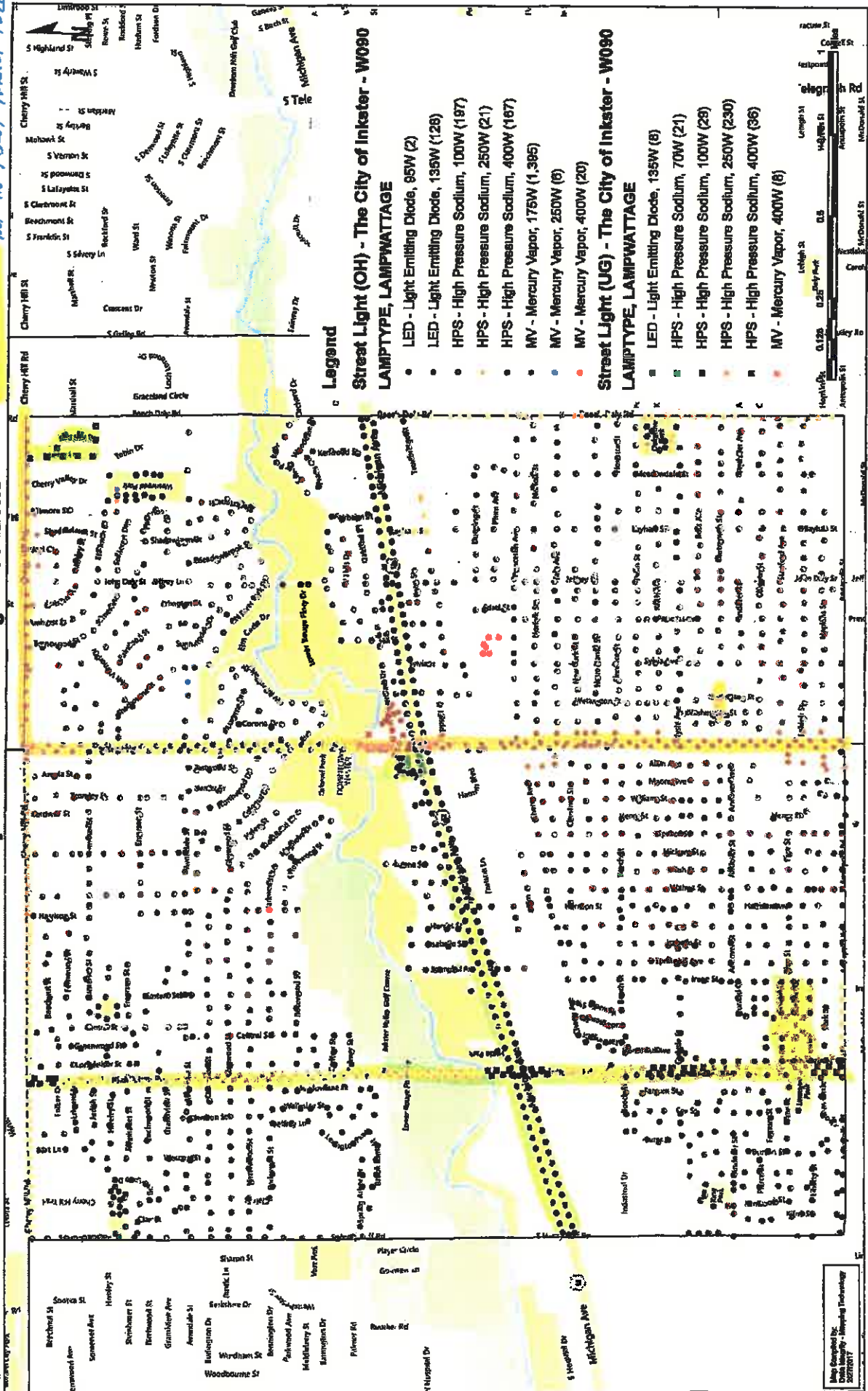
EO Amount after 18 DTE \$411,764.00

DTE (30/36/15) ONLY

- * Surcharges and longspan charges are fixed costs and will be the same for both rates
- ** This calculator is for the DTE incentive program. DTE is contributing labor costs
- *** Cobrahead lighting fixtures only
- **** Agreements signed by June 30, 2017. Construction MUST be completed by Nov 30th.

COMPLETED 2016
NOT IN FOOT CASTER FOR 2017

The City of Inkster - Streetlight Locations



REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 9, 2017

From: Darin Carrington, Treasurer

Date for Council's Consideration: May 15, 2017

ACTION REQUESTED: Approval of contract with Plante Moran

Current Action _____ Emergency _____ Future X

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

Mayor's Approval /s/ Byron Nolen

BACKGROUND:

For the last several years, Plante Moran has provided the City of Inkster with regular assistance in the preparation of the City's financial reports and analysis of the City's financial activities. The services provided by Plante Moran have integral in the City's improvement and maintenance of regular financial reporting. In addition to the day-to-day activities, this firm also provides the City with expert advice on specific accounting and financial issues that may arise.

SCOPE OF SERVICES:

Scope of services for this contract shall include the preparation and review of financial reports. Included are reports done on a monthly, quarterly and annual basis. More specifically, these services include assisting with reconciliation of bank and investment accounts, reconciliation of accounts payable, preparation of the budget and amendments, preparation of certain external reports and audit preparation.

JUSTIFICATION:

In order to maintain the necessary level and quality of financial reporting, monitoring/oversight and day-to-day financial operations, the City needs the resources and expertise that this firm has and will continue to provide. Additionally, the City has increased the frequency of regular financial reporting and doing these activities on a timely basis. This contract is integral to maintaining these services at the desired level.

PROJECT IMPROVEMENTS:

N/A

COSTS:

The total cost of this agreement is approximately \$187,500. Of this amount, \$180,000 is for regular monthly services billed at a rate of \$15,000 per month. The remaining \$7,500 is for additional miscellaneous services to be provided on an as-needed basis determined at the City's discretion.

PROJECTED TIME TABLE:

July 1, 2017 – June 30, 2018 (Fiscal Year 2018).

RESOLUTION:

Authorization and approval is hereby given for the City of Inkster to continue its relationship with Plante Moran and enter into a contract for professional services to include assistance with the preparation of Monthly, Quarterly and Annual financial reports and other aspects of the City's financial operations. The term of this contract shall be from July 1, 2017 – June 30, 2018. The total value of this contract is not to exceed \$187,500.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

April 11, 2017

**Mayor Byron Nolen
City of Inkster
26215 Trowbridge
Inkster, MI 48141**

Dear Mr. Nolen:

We continue to be complimented by your selection of our firm to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Inkster ("Inkster").

Scope of Services

We will continue to provide temporary financial assistance at your discretion. Our work product will be in the form of preparing and reviewing financial schedules and analysis created under the direction and supervision of Darin Carrington, as Treasurer and CFO. Our consulting services will be provided to assist with the following activities:

A. Monthly

- **Reconciliation of bank and investment accounts**
- **Reconciliation of accounts payable between general ledger and subledger**
- **Maintain the financial reports, including review of general ledger postings, preparation and recording of journal entries, reconciliation of interfunds, preparation of monthly budget to actual reports as needed**
- **Prepare information necessary to make property tax and other monthly disbursements, as needed**
- **Preparation of currently required consent agreement monthly reports (accounts payable aging, cash flow, and budget to actual reports)**
- **Prepare information necessary to calculate monthly pension contributions**

B. Quarterly/Yearly

- **Assist with quarterly budget amendments**
- **Prepare 941 reconciliation**
- **Prepare unemployment reporting**
- **Assist management with annual budget preparation**
- **Reconciliation of long-term debt balances**
- **Preparation of other external reporting (Act 51, Qualifying Statement, F-65, Metro Act, etc.)**

C. Audit preparation assistance

- **Calculating and recording year-end accruals**

- Preparing GASB 34 entries and related reconciliations
- Assistance with Implementation of new GASB requirements
- Preparing "prepared by client (PBC)" schedules as requested by auditors
- Assist in the accumulation of data for audit report footnotes and Management's Discussion and Analysis (MD&A)
- * Assist with answering auditor questions
- * Assist with the review of the audited financial statements

The above task list is not all-inclusive of the work we will provide. Specific additional tasks may be requested by the City and performed by Plante Moran as contractual time permits.

It should be noted that we will not be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, or handling cash in any way. We will also not be responsible for the preparation, printing, or submitting to the State of Michigan the audited financial statement as this is the responsibility of the City's external auditors.

Timing of Services

Plante Moran staff will be available, on average, 5 days per week (40 hours per week), for this project. Absences for vacations, holidays, and training will be communicated to you in advance and arrangements will be made to ensure all necessary financial tasks are completed during these absences.

Fees and Payment Terms

Our fee for this assignment is \$15,000 per month. If additional staffing is required over and above 40 hours per week, we can make additional staff available upon your request. Any additional staff will be billed at the following hourly rates: Financial Specialist \$110, Manager \$155, Partner \$205.

Additional services may include certain duties currently performed by the Treasurer such as assistance with the overall management of the Treasurer's office and communication of budget and other fiscal matters to the Mayor and members of City Council at council meetings.

Our invoices will be rendered monthly and are due when received.

The terms as described above will apply from the period of July 1, 2017 until June 30, 2018.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

plante
moran

Mayor Byron Nolen
City of Inkster, MI

3

April 11, 2017

Thank you for the opportunity to serve you.

Very truly yours,

PLANTE & MORAN, PLLC



William Brickey

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Inkster and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Inkster

Byron Nolen

Date

Title

plante
moran

Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our consulting services dated April 11, 2017 between Plante & Moran, PLLC (referred to herein as "PM") and City of Inkster (referred to herein as "Inkster").

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Inkster acknowledges that Inkster is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. Inkster has designated Darin Carrington, Treasurer and CFO, to oversee the services PM will provide.
2. **Nature of Services** – PM's project activities will be based on information and records provided to PM by Inkster. PM will rely on such underlying information and records and PM's project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any Inkster financial statements or any other items, including Inkster's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If Inkster requires financial statements or other financial information for third-party use, or if Inkster requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Inkster agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Inkster. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Project Deliverables** – At the conclusion of PM's project activities and periodically as PM progresses, PM will review the results of its work with Inkster and provide Inkster with any observations related to PM's services that PM believes warrant Inkster's attention. PM also will provide Inkster with copies of analyses or other materials that PM may develop in the course of this engagement upon Inkster's request. PM will not issue a written report as a result of this engagement and Inkster agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for Inkster's purposes.
4. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, "Electronic Documents") to Inkster, such Electronic Documents will be provided in a format determined to be acceptable to PM. Inkster acknowledges and agrees that Inkster's ability to access such Electronic Documents requires software programs which PM does not develop, license, distribute, support, or sell, and Inkster shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Inkster.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, Inkster acknowledges that Inkster is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electronic Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.

Inkster acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Inkster and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property"). Inkster agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to Inkster a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Inkster agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual

Professional Services Agreement – Consulting Services

Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with Inkster, Inkster agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

5. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Inkster, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Inkster, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of Inkster.

In the interest of facilitating PM's services to Inkster, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Inkster recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Inkster and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Inkster in a timely manner of such request and to cooperate with Inkster should Inkster attempt, at Inkster's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to Inkster as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Inkster's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Inkster acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

6. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Inkster. In order to enable these service providers to assist PM in this capacity, Inkster, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Inkster's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. Inkster's consent shall be continuing until the services provided for this engagement agreement are completed.
7. **Third-Party Data** – PM may reference third-party data sources in performing the services described in this engagement letter. Third-party data may include publicly-available data, commercially-available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Inkster acknowledges that any commercially-available third-party

Professional Services Agreement – Consulting Services

data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that Inkster will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Inkster, Inkster agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to Inkster a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Inkster from directly contracting with or obtaining a license from any third-party data source if Inkster determines, in its sole discretion, that any such direct contract or license to be in its best interest.

8. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on Inkster personnel providing PM staff the assistance necessary to satisfy Inkster responsibilities under the scope of services. This assistance includes availability and cooperation of those Inkster personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work. PM will advise Inkster in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

9. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. Inkster agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

10. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. Inkster acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.

11. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). Inkster acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

12. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Inkster agrees to limit the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the PM and/or the PM Persons to Inkster shall not exceed the total fees paid by Inkster to PM for the services provided in connection with this engagement agreement. Inkster and PM agree that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Inkster's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to Inkster, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Inkster agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Inkster shall be limited to no more than the total amount of fees paid by Inkster for the particular phase of services alleged to have given rise to any such liability.

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13. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, Inkster agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
14. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Inkster but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Inkster agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
15. **Termination of Engagement** – This agreement is for one year, from July 1, 2017 to June 30, 2018. If the City does not wish to renew the engagement for the following year, a written notification to that effect must be sent from the City to Plants Moran Partner William Brickey on or before sixty days prior to June 30, 2018. Absent written notification to that effect, the engagement will automatically renew for one additional year, from July 1, 2018 to June 30, 2019 including a three percent increase to the monthly fee. This process to terminate the engagement will repeat in future years. Upon receipt of written notification of termination, PM's services will cease on the subsequent June 30th and PM's engagement will be deemed to have been completed. Inkster will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
16. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
17. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
18. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
19. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. Inkster understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Inkster.
20. **Agreement Not to Influence** – Inkster and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Inkster agrees that PM employees are not "contract for hire." PM may release Inkster from these restrictions if Inkster agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.
21. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
22. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Consulting Services

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 10, 2017

From: Darin Carrington, Treasurer

Date for Council's Consideration: May 15, 2017

ACTION REQUESTED: Approval of contract with Constellation Energy

Current Action X Emergency Future

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

Mayor's Approval Byron Nolen

BACKGROUND:

As the City looks to achieve costs savings, we are seeking out opportunities to save on both current and future expenses. We regularly spend thousands of dollars on natural gas for city owned facilities. Constellation Energy has offered the City an opportunity to save on the funds we spend on heating and other costs for natural gas. Constellation has an exclusive arrangement with DTE Energy that allows it to provide customers such as our City with an alternative pricing model. This pricing model offers us a fixed rate for natural gas. Additionally, certain delivery fees and charges we currently incur would be reduced with this contract with Constellation.

SCOPE OF SERVICES:

The vendor will be providing the City with natural gas at a fixed rate.

JUSTIFICATION:

The City will be able to generate cost savings by locking in at a low fixed rate for its natural gas costs. This will protect the City in the event of increases in the market rates for natural gas. With current market rates being very low, locking in rates will be in the City's financial interest. Additionally, the City will also see savings as it relates to the delivery fees and charges of our natural gas.

PROJECT IMPROVEMENTS:

N/A

COSTS:

The cost per unit of this contract shall be \$2.42 MCF (1,000 cubic feet). The total cost of the contract will be dependent upon the amount of natural gas consumed by the City.

PROJECTED TIME TABLE:

June 1, 2017 – May 31, 2020

RESOLUTION:

Authorization and approval is hereby given for the City of Inkster to enter into a contract with Constellation Energy for the purchase of natural gas for heating of City owned facilities.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

City of Inkster ("Customer") and Constellation NewEnergy – Gas Division, LLC ("CNEG") enter into this Natural Gas Supply Agreement, including the attached General Terms and Conditions (the "Natural Gas Agreement") effective April 10, 2017 (the "Effective Date"). Generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to CNEG, unless the context clearly requires otherwise. This Natural Gas Agreement is intended to govern the purchase and sale of natural gas and related services ("Gas") between us, each a "Transaction," which may be memorialized in a transaction confirmation ("TC") that is subject to this Natural Gas Agreement. Both of us may further agree to implement certain strategies or services which will be set forth in a Rider signed by both of us (each a "Rider"). If a conflict arises between (i) a TC, (ii) a Rider, or (iii) the Natural Gas Agreement, the terms shall govern in the priority listed in this sentence. All TCs and Riders together with this Natural Gas Agreement form a single integrated agreement and are sometimes herein collectively referred to as the "Agreement".

Purchase and Sale of Natural Gas. You will purchase from us and we will supply, or cause to be supplied, the Contract Quantity for your Facilities as specified in a TC or Rider, subject to the terms and conditions of the Agreement. You authorize us to enroll the Facilities with the Utility so that we can supply those Facilities. You will take such actions as we request to allow us to enroll the Facilities in a timely manner. You authorize us to take such actions we deem necessary to enroll the Facilities with the Utility as Facilities to be served by us and otherwise meet our obligations under this Agreement, including executing on your behalf any documents necessary to effectuate any Facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to you by the Utility or other transporter(s), disposing of storage balances, adding or deleting Facilities as necessary, and receiving Usage Nominations from the Utility relating to your Gas requirements. We shall deliver the Contract Quantity to the Delivery Point(s) where risk of loss and title shall transfer to you. You agree that we may select such sources and service levels of Gas as we deem appropriate to meet our obligations under the Agreement. Our delivery obligation and your receipt obligation under this Agreement shall be set forth on a TC or Rider as Firm, Secondary Firm, Interruptible, or otherwise as agreed in the Transaction.

Term. This Natural Gas Agreement will commence on the Effective Date and will continue until terminated by either of us upon thirty (30) days written notice; provided any TC or Rider will continue to be governed by this Natural Gas Agreement until the TC or Rider has been separately terminated or expired. CNEG shall not be liable for any failure to enroll or drop a Facility by any applicable start and end date(s) set forth in the TC or Rider due to circumstances beyond its control.

Transaction Confirmation Procedure. You may enter into Transactions with us at any time by written transmission, electronic transmission, facsimile or other written record, or verbally, in person or by telephone (which we both acknowledge may be on a recorded telephone line) with the offer by one party and acceptance by the other party constituting our legally binding agreement. Nothing in this Agreement shall obligate either of us to enter into a Transaction at any time and your mere request to purchase Gas from us hereunder shall not constitute acceptance until we have clearly accepted such offer. Any applicable requirement that a Transaction be "in writing" and "signed" shall be deemed to have been satisfied by this Natural Gas Agreement, by our signatures below and our express agreement to these procedures. You agree that CNEG shall have the exclusive right to confirm any Transaction by sending you a written TC, in the form attached hereto as Exhibit A or otherwise, by facsimile, electronic transmission or other means. Notwithstanding any provision to the contrary in this Agreement, failure to send a TC shall not invalidate a Transaction agreed to by both of us. All agreed upon Transactions shall be subject to the terms and conditions of this Natural Gas Agreement, and each TC is incorporated herein. If we send a TC and you fail to object in writing to any term in the TC within two (2) business days, the TC shall constitute the definitive written expression of the Transaction.

Price. You will pay the price for Gas (the "Contract Price") as set forth in the applicable TC or Rider. To the extent (a) there are beginning of the month nominated volumes where the price is not fixed, (b) a Facility requires additional gas in excess of the nominated or fixed quantities set forth in a TC or Rider, or (c) a Facility continues to receive Gas from us beyond the term of the TC or Rider (where such Gas will be considered month to month), all such Gas will be priced at the Market Price. In addition to the Contract Price or Market Price, as applicable, you will be responsible to pay all such other amounts related to effectuating Transactions and the purchase and delivery of Gas, which will include, but not be limited to, amounts for (i) Taxes related in any way to the Contract Price, any services provided or the Gas at and after the Delivery Point, and (ii) transportation charges at and after the Delivery Point and related Taxes, which may be billed separately by the Utility.

Your Invoice. Your invoices will contain all CNEG charges applicable to Gas usage, including Taxes (which are passed through to you). If you are eligible for and have elected to receive a single bill from us ("CNEG Consolidated Billing"), we will invoice you for all Utility charges and related Taxes. Otherwise, the Utility will invoice you for all Utility Charges and related Taxes. All amounts charged are due in full on the twentieth (20th) day after the date of invoice or such other date set forth in a Rider. Invoices will be based on actual data provided by the Utility, provided that if we do not receive actual data in a timely manner, we shall have the right to invoice you based on estimated information. Once actual data is received, we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the Utility until we receive such payments.

CNEG Notice Information:

9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223
Attention: Contracts Administration
Phone: (502) 426-4500
Facsimile: (502) 214-8381

Customer Notice Information**Legal Notice Information**

Attention: Darin Carrington
Title: Treasurer / CFP
Address: 26215 TROWBRIDGE ST, INKSTER, MI 48141
Phone: (313) 563-4233
Facsimile:
Email: dcarrington@cityofinkster.com

For Invoices (if different from Notice Information)

Attention: Accounts Payable Dept.
Title: Accounts Payable Manager
Address: 26215 TROWBRIDGE ST, INKSTER, MI 48141
Phone: (313) 563-4232
Facsimile:
Email: dcarrington@cityofinkster.com

For Transaction Confirmations (if different from Notice Information)

Attention:
Title:
Address:
Phone:
Facsimile:
Email:

{SIGNATURES FOLLOW AFTER GENERAL TERMS AND CONDITIONS}

GENERAL TERMS AND CONDITIONS

1. Definitions.

"Contract Quantity" means the quantity of Gas to be delivered and received as agreed in the applicable TC or Rider.

"Delivery Point(s)" means the city gate interconnection between the Utility and the upstream transporter or such other delivery point(s) as are agreed in a TC or Rider. However, to the extent that you own transportation capacity which is used to deliver Gas to you, the Delivery Point shall be the receipt point of such capacity.

"Facility" means your facility or Utility account to which CNEG is providing Gas under this Agreement (collectively, the "Facilities").

"Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure.

"Interruptible" means deliveries and receipts may be interrupted at any time for any reason except for Customer's obligation to take and pay for gas it nominates and CNEG's obligation to honor the price set forth in the TC.

"Market Price" means a price comprised of (i) the spot commodity cost of Gas as determined by us in our reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver Gas to the Delivery Point, and (iii) a reasonable market based margin.

"Secondary Firm" means deliveries and receipts will be on a best-efforts basis. We may interrupt its performance without liability to the extent that one or more of the following conditions are present: i) Force Majeure; ii) curtailment by your Utility; iii) curtailment of supply by a Gas supplier; iv) curtailment of storage by a storage provider; v) curtailment of transportation by a transporter, including, but not limited to, transportation between secondary firm points; vi) recall of transportation capacity release by its releaser; or vii) curtailment of Gas production behind a specific meter. If we interrupt for any other reason, your exclusive remedy shall be that you may recover damages as provided in Section 2.

"Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of Gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, commercial activity or other privilege tax, and any other tax (whether in effect as of the Effective Date of this Agreement or thereafter) imposed by any governmental entity.

"Usage Nomination" means your nomination of your forecasted Gas requirements, including without limitation (i) any such nomination by the Utility with respect to your Facilities, (ii) any such nomination permitted to be made by us as provided in this Agreement or any TC or Rider.

"Utility" means the local Gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of Gas to the Facilities.

2. Failure to deliver or receive Gas. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive Gas (other than Interruptible) shall be the following: If we fail to deliver Gas for a reason other than your breach, we shall pay you the **"Replacement Cost,"** which is the amount you actually pay to replace the undelivered Contract Quantity less the amount you would have paid under this Agreement for such Contract Quantity. (b) If you fail to receive Gas for a reason other than our breach, you shall pay us the **"Revenue Loss,"** which is the amount that we would have received for the sale of the undelivered Contract Quantity pursuant to this Agreement less (i) the amount we actually receive in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount we would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s), as we determine in a commercially reasonable manner. Both of us shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

3. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash

deposit or provide other security acceptable to us in an amount acceptable to us immediately following our demand if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

4. Nomination and Imbalances. (a) If you or the Utility fail to provide us with a Usage Nomination for any month in a timely manner, we may establish a nomination for such month in a commercially reasonable manner based upon your historical usage data available to us. We shall be entitled to rely on any Usage Nominations received from the Utility or that we establish in accordance with this paragraph. Usage Nominations may be made verbally, in writing, by facsimile, or by other electronic transmission. (b) We shall both use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges assessed by a transporter for failure to satisfy the transporter's balancing and/or nomination requirements (**"Imbalance Charges"**). If Imbalance Charges are incurred as a result of your receipt of quantities of Gas greater than or less than the quantity of Gas confirmed by transporter(s), then you shall be responsible for such Imbalance Charges. If Imbalance Charges are incurred as a result of our delivery of quantities of Gas greater than or less than the quantity of Gas confirmed by transporter(s), then we shall be responsible for such Imbalance Charges.

5. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 3 above; or perform all material obligations under this Agreement (other than a failure to receive gas) and you do not cure such default within five (5) days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement (other than a failure to deliver gas) and do not cure such default within five (5) days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

6. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Facilities affected by such default, and switch your Facilities back to Utility service (consistent with applicable regulations and Utility practices); and/or require that you compensate us for all losses we sustain due to your default, including:

- payment of all amounts you owe us for natural gas provided to you;
- when the Agreement is terminated early (entirely or as to certain Facilities), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such natural gas for to a third party under then-current market conditions; and all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement. The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party is required to enter into a replacement transaction to determine or be entitled to a termination payment.

7. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the natural gas and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. **"Law"** means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility or transporter business practices or protocol, Utility or transporter tariff, rule of any commission or agency with jurisdiction in the state in which the Facilities are located. Such additional amounts will be included in your subsequent invoices. The changes described in this Section may

change any or all of the charges described in this Agreement.

8. Force Majeure and Transporter Restrictions. "Force Majeure" means an event that is beyond either of our reasonable control that prevents either of us from performing our obligations under this Agreement. If a Force Majeure event occurs, then the affected party will be relieved from performance until the situation is resolved. Examples of Force Majeure events include: acts of God, fire, war, terrorism, flood, earthquake; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of Gas transmission, distribution or supply (including without limitation as the result of an OFO, as defined below); regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under either of our control, such as a Utility. Such events shall not excuse failure to make payments due in a timely manner for Gas we supply. Each of us will use commercially reasonable efforts to give notice (which may be by electronic means) to the other in a timely manner of any operational flow orders or other usage or flow restrictions ("OFO") from the applicable pipelines or utilities and shall take all required steps to comply with such orders. Each of us will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one of us, then such party shall be solely responsible for any such penalties, charges, fees, costs or expenses. We both agree that OFOs may require one or both of us to buy or sell Gas quantities in the then-current market conditions, which may be appreciably higher or lower than the original pricing.

9. Indemnification. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

10. Limitations. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to the Agreement, whether arising under breach of contract, tort, strict liability or otherwise, is limited to direct, actual damages. Direct actual damages payable to us will reflect the early termination calculation in Section 5. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CNEG'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. We will have no liability or responsibility for matters within the control of the Utility, which include maintenance of natural gas pipelines, service interruptions, loss or termination of service or meter readings.

11. Dispute Resolution. This Agreement will be governed by and interpreted in accordance with the laws of the State of New York without regard to any choice of law principles. BOTH PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

12. Relationship of Parties. We are an independent contractor and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decision or action you take is and will be based only upon your own analysis (or that of your advisors) and not on information or statements from us.

13. Confidentiality. Consistent with applicable regulatory requirements, we will keep confidential all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

14. Miscellaneous Provisions. In the case of CNEG Consolidated Billing, you agree that (i) you remain exclusively liable to the Utility for all Utility charges, (ii) we have no obligation to review Utility charges for accuracy, and (iii) should you dispute Utility charges, that is a matter for you and the Utility to resolve without our involvement. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or email copy of your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Both of us acknowledge that any document generated with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither of us shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitations of liability, indemnification and dispute resolution. We shall have the right to set-off and net any amounts owed to you against any amounts you owe us under this Agreement or any other agreement. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended ("CEA"). You agree that your purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of Gas for one or more of your Facilities and if any transaction hereunder gives you the right to adjust the Contract Quantity or to require CNEG to provide some other quantity of gas, your election to exercise such right is based on supply and demand factors related to your business. You represent that you qualify as an "eligible contract participant" as the same is defined under the CEA. We will send all notices, invoices and TCs to the address provided in this Agreement unless you direct otherwise. Your authorization of us to your Utility as a recipient of your gas billing and usage data will remain in effect during the term of this Agreement unless you rescind the authorization upon written notice to us. We reserve the right to cancel this Agreement in the event you rescind this authorization. To the extent you are represented by a broker, agent, association or other third party (collectively, "Broker"), you acknowledges and understand that (i) the broker is your representative and does not represent CNEG, (ii) we may be making a payment to Broker in connection with Broker's facilitation of you and CNEG entering into a Transaction, and (iii) unless otherwise noted, the Contract Price reflects any fee paid to Broker.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.

CNEG

Sign and Print Name: _____

Print Title: _____

CUSTOMER

Sign and Print Name: _____

Print Title: _____

EXHIBIT A – FORM OF TRANSACTION CONFIRMATION*

**The actual Transaction Confirmation entered into between Customer and CNEG may differ from this form to reflect state regulatory and other local requirements and terms applicable to the Facility. This Form of Transaction Confirmation is for illustrative purposes only and CNEG reserves the right to alter the form of this Transaction Confirmation at any time.*

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Supply Agreement effective _____, 20____ (the "Master Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and _____ ("Customer"), and is subject to and made part of the terms and conditions of such Master Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Trade Date:

Buyer:

Seller:

Facility Name:

Delivery Period:

Nature of Parties' Obligation :

Deal Type:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

Incremental Pricing:

Delivery Point(s):

Utility:

Default Service: To the extent a Facility continues to receive gas from CNEG beyond the Delivery Period, all such gas will be considered month to month purchases and will be priced at the Market Price.

Special Provisions:

This Transaction Confirmation documents an agreement previously reached by authorized representatives of the Parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such time frame as specified in the Master Agreement, it is binding and shall be deemed accepted.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

By: SAMPLE
Name: NOT FOR EXECUTION
Title: _____
Date: _____