



INKSTER CITY COUNCIL

September 5, 2017 (Tuesday)
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
 - B. Date for Annual District Advisory Meeting.

Public Participation (limit to 3 minutes)

3. 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).
4. Adjournment

September 5, 2017 (Tuesday)
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. August 21, 2017 Regular City Council Meeting Minutes.

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- B. Allen Brother's & Attorney's PLLC Invoice \$27,377.10

Pg. 7

6. Boards and Commissions

- A. Update of current list of appointments to Boards & Commissions. **Pg. 8**

7. Previous Business

8. Ordinance(s)

A. First Reading(s)

- 1. A first reading of text amendments (TA 17-07) to the City's Zoning Ordinance pertaining to provisions for medical marijuana facilities per the recommendations of the Planning Commission. For a list of affected ordinance section see the background information.

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B. Second Reading(s)

9. New Business

- A. Discussion/Action: (Felicia Rutledge) Consideration and authorization to approve the Metro Act Permit from MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission for access to an ongoing public right away as part of

the Michigan Metropolitan Extension Telecommunications Rights-of Way Oversight Act. **Pg. 61**

B. Discussion/Action: (Jerome Bivins) Consideration and authorization for administration to execute a contract with CPI Excavating, Inc. for the infrastructure Repair Program Grant awarded to the City through the Financially Distressed Cities, Villages, and Townships Grant Agreement to repair and replace Fire Hydrants throughout the city. **Pg. 86**

C. Discussion/Action: (Adrianna Jordan) Consider approval of a Special Land Use (SLU 17-09) for a Blood Plasma Collection Center located at 27445 Michigan Ave. In the TCD (Town Center District) with the conditions noted per the recommendation of the Planning Commission. Lawrence Winokum (owner: Siswin Partners LLC) is the applicant. **Pg. 101**

D. Discussion/Action: (Darin Carrington) Consideration and approval of a new job position of a Financial Analyst. **Pg. 133**

E. Discussion/Action: (Darin Carrington) Consideration and approval of a new job position of a HR Generalist. **Pg. 135**

F. Discussion/Action: (Jeannie Fields) Consider acquisition of one (1) vacant parcel of land located on Magnolia on the Northeast corner of Magnolia and Emerson that is legally described as Lot 145 STEINHAUERS ACRE FARMS SUB NO. 1 T2S R9E L47 P47 WCR (Property ID #44-003-05-0045-000) under the Wayne County Treasurer First Right of Refusal for \$1,380.90 and consider approval of an offer to purchase (Case # LD 17-21) the vacant parcel in the amount of \$2,380.90 to Vestco Management. **Pg. 137**

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

August 21, 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, August 21, 2017.

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

A. Agenda Discussion

Moved by Councilmember Chisholm, Seconded by Councilmember Oden to go into Executive Session 6:48 p.m. to discuss pending litigation, personnel and land sales in accordance with MCL 15.286 (e). Motion carried unanimously

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to adjourn the closed Executive Session at 6:57 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:00 p.m.

Pledge of Allegiance

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

Prayer

Prayer was led by Pastor 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 Oden to approve the agenda.
8-17-198R - Motion carried.

Presentations/Discussion

- A. Ball Moulin Rouge – Councilwoman Connie Mitchell, District VI
- B. Thank you letter from former President Barak and Michelle Obama

Public Hearings

Consent Agenda

A. August 7, 2017 Regular City Council Meeting Minutes.

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to approve the Consent Agenda.
Resolution 8-17-199R – Motion carried.**

Boards and Commission

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

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to appoint Roosevelt Stubbs to the Zoning Board of Appeals.
Resolution 8-17-200R – Motion carried.**

Nominate

1. James Garrett (Condemnation Board)
2. Connie Mitchell (Parks and Rec)

Previous Business

A. Discussion/Action (Felicia Rutledge) Consideration and approval **to table** the authorizing signing a professional services agreement with Giffels Webster for a citizen's reporter/tracker as an additional component to the SAW Grant in the amount of \$7,975.00 budgeted account (101-228-801-030)
(Remove from the Table)

**Moved by Chisholm, Seconded by Councilmember Oden to remove from the table the authorizing of signing a professional services agreement with Giffels Webster for a citizen's reporter/tracker as an additional component to the SAW Grant in the amount of \$7,975.00 budgeted account (101-228-801-030)
Resolution 8-17-201R – Motion carried.
No motion to approve.**

Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

1. A **second** reading and **approval** for Hotel licensing of rooming houses and motels. This is necessary to protect the health, safety commercial and general welfare of the residents of the City of Inkster.

**Moved by Councilmember Mitchell, Seconded by Councilmember Chisholm to approve Hotel licensing of rooming houses and motels. This is necessary to protect the health, safety commercial and general welfare of the residents of the City of Inkster.
Resolution 8-17-202R – Motion carried.**

2. A **second** reading and **approval** of an Open Burn Policy Ordinance 92.60 for the City of Inkster to address current requirements for the utilization of Bon Fires, Fire Pits, etc., not in use when original stipulations were enacted.

**Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams to approve an Open Burn Policy Ordinance 92.60 for the City of Inkster to address current requirements for the utilization of Bon Fires, Fire Pits, etc., not in use when original stipulations were enacted.
Resolution 8-17-203R – Motion carried.**

New Business

- A. Discussion/Action (Felicia Rutledge) Consider Consideration and approval to refund the Inkster Summerfest Committee the \$7,947.00 paid for city services during the Inkster Summerfest.

**Moved by Councilmember Oden, Seconded by Councilmember Chisholm to approve to refund the Inkster Summerfest Committee the \$7,947.00 paid for city services during the Inkster Summerfest.
Resolution 8-17-204R – Motion failed.**

- B. Discussion/Action: (Jeannie Fields) Consider approval of an offer to purchase (Case # LD 17-11) 3586 Williams Ave which is located on the west side of Williams Ave between Carlisle Ave and Beech Ave and is legally described as LOT 365 ALSO E ½ ADJ VAC ALLEY WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property ID #44-010-06-0365-000) in the amount of \$1,500.00 to Marcus Maurice – Dwight Poole.

**Moved by Councilmember Chisholm, Seconded by Councilmember Oden to approve an offer to purchase (Case # LD 17-11) 3586 Williams Ave which is located on the west side of Williams Ave between Carlisle Ave and Beech Ave and is legally described as LOT 365 ALSO E ½ ADJ VAC ALLEY WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property ID #44-010-06-0365-000) in the amount of a counter offer from the city for \$2000.00 to Marcus Maurice – Dwight Poole.
Resolution 8-17-205R – Motion carried.**

- C. Discussion/Action: (Jeannie Fields) Consider approval of an offer to purchase (Case # LD 17-07) 28151 Cherry St. which is located on the south side of Cherry St. between Ash Ave and Hickory Ave and is legally described as LOTS 97 AND 98 ALSO THE N ½ OF ADJ VAC ALLEY WEST DEARBORN SUB T2S R9E L50 P32 WCR (Property ID #44-010-01-0097-000) in the amount of \$2,000.00 to Peggy Bishop.

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to approve an offer to purchase (Case # LD 17-07) 28151 Cherry St. which is located on the south side of Cherry St. between Ash Ave and Hickory Ave and is legally described as LOTS 97 AND 98 ALSO THE N ½ OF ADJ VAC ALLEY WEST DEARBORN SUB T2S R9E L50 P32 WCR (Property ID #44-010-01-0097-000) in the amount of \$2,000.00 to Peggy Bishop.
Resolution 8-17-206R – Motion carried.**

- D. Discussion/Action: (Jeannie Fields) Consider approval of an offer to purchase (Case # LD 17-08) 28924 Rosewood which is located on the north side of Rosewood between Eastern and Central

(East of Middlebelt Road) and is legally described as LOT 257 GRAND VIEW GARDENS SUB T2S R9E L45 P94 WCR (Property ID #44-005-01-0257-000) in the amount of \$2,000.00 to James Edward Murphy.

Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams to approve an offer to purchase (Case # LD 17-08) 28924 Rosewood which is located on the north side of Rosewood between Eastern and Central (East of Middlebelt Road) and is legally described as LOT 257 GRAND VIEW GARDENS SUB T2S R9E L45 P94 WCR (Property ID #44-005-01-0257-000) in the amount of \$2,000.00 to James Edward Murphy.
Resolution 8-17-207R – Motion carried.

- E. Discussion/Action: (William Riley) Consideration and approval to use Wheatley Park on August 26, 2017 for the Inkster Auxiliary Police Annual Appreciation Picnic hosted by the Inkster Police Department.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve the use of Wheatley Park on August 26, 2017 for the Inkster Auxiliary Police Annual Appreciation Picnic hosted by the Inkster Police Department.
Resolution 8-17-208R – Motion carried.

- F. Discussion/Action (Felicia Rutledge) Consideration and authorization to approve the City of Inkster administration to sign the Seedclickfix License Agreement for citizen's tracker software in the amount of \$8000.00 as an initial cost and \$8,000 annually. Account number (101-228-801-030)

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve the authorization for City of Inkster administration to sign the Seedclickfix License Agreement for citizen's tracker software in the amount of \$8,000.00 as an initial cost and \$8,000.00 annually. Account Number (101-228-801-030)
Resolution 8-17-209R – Motion carried.

- G. Discussion/Action (Jeannie Fields) Consider purchase of Vacant Stanford Ave (Property ID #44-025-02-1764-000) and Vacant Lehigh Ave (Property ID #44-025-02-1765-300) from the Wayne County Land Bank in the total amount of \$1,525.00 (\$500.00 and \$1,025.00 respectively).

Moved by Councilmember Watley, Seconded by Mayor Pro-Tem Williams to approve a purchase of Vacant Stanford Ave (Property ID #44-025-02-1764-000) and Vacant Lehigh Ave (Property ID #44-025-02-1765-300) from the Wayne County Land Bank in the total amount of \$1,525.00 (\$500.00 and \$1,025.00 respectively).
Resolution 8-17-210R – Motion carried.

- H. Discussion/Action (Jeannie Fields) Consider approval of an offer to purchase (Case # LD 17-12) 26073 Dartmouth which is legally described as LOT 140 AND THE W 10 FT OF LOT 141 ALSO N ½ OF ADJ VAC ALLEY FRANK H. FELLRATHS SUB T2S R10E L33 P58 WCR (Property ID #44-024-01-0140-000) and 26040 Stanford which is legally described as LOT 334 ALSO S ½ ADJ VAC ALLEY ROUGELVANIA SUB NO.1 T2S R10E L54 P81 WCR (Property ID #44-024-02-0334-000) in the total amount of \$4,000.00 (\$2,000.00 per property) to Platinum Real Estate Holdings LLC (Anthony Rea).

Moved by Councilmember Oden, Seconded by Councilmember Mitchell to approve an offer to purchase (Case # LD 17-12) 26073 Dartmouth which is legally described as LOT 140 AND THE W 10 FT OF LOT 141 ALSO N ½ OF ADJ VAC ALLEY FRANK H. FELLRATHS SUB T2S R10E L33 P58 WCR (Property ID #44-024-01-0140-000) and 26040 Stanford which is legally described as LOT 334 ALSO S ½ ADJ VAC ALLEY ROUGELVANIA SUB NO.1 T2S R10E L54 P81 WCR (Property ID #44-024-02-0334-000) in the total amount of \$4,000.00 (\$2,000.00 per property) to Platinum Real Estate Holdings LLC (Anthony Rea). Resolution 8-17-211R – Motion carried.

- I. Discussion/Action: (Felicia Rutledge) Consideration and authorization for the City of Inkster administration to sign General Code's Content Management Solutions Terms and Conditions License Agreement for the Laserfiche software and authorize General Code to proceed with the project for the City of Inkster in the amount of \$12,446.00 and an annual cost of \$5,490.00

Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams to approve authorization for the City of Inkster administration to sign General Code's Content Management Solutions Terms and Conditions License Agreement for the Laserfiche software and authorize General Code to proceed with the project for the City of Inkster in the amount of \$12,446.0 and an annual cost of \$5,490.00 and with the following recommendations per the City Attorney.

Resolution 8-17-212R – Motion carried.

Public Participation

- **Carolyn Smith** – Thanked all participants in the backpack give away that was held on August 19, 2017. She further announced fall sessions at Starfish Family Services.
- **Jasmine Wilson** – Announced a discussion will be had on August 25, 2017 at the Pentecostal Temple Church as to why men don't attend church.
- **Gabe Henderson** – Stated the Solar Eclipse was a sight to see. He stated the annual clean-up would kick off on August 26, 2017.
- **Shirley Walker** – Asked administration when do the sewers get cleaned. She stated that water is backing up into homes. She further announced that the Inkster Goodfellows are doing ads for Christmas to help children with toys. Lastly she said the Goodfellows will be hosting a pancake breakfast.
- **Pastor Jean Overman** – Stated that Christ Tempie Church and Operation Refuge would be hosting a community outreach on September 9, 2017. She thanked the Heritage Ball committee for the donation to STEM.
- **Mr. Johnson** – Stated he has not seen any improvement with housing. He further stated he has not seen any police patrols.
- **Crystal Linton** – Stated she had a book with thank you notes from former President Barack and Michelle Obama. She announced the second annual Community Street Festival to be held on August 26, 2017.
- **Octavia Smith** – Asked city council and administration for support for the 2018 Chamber calendar. She further asked for support for the Inkster Task Force 5K Run/Walk.

City Clerk

- No comments

City Treasurer

- Announced street sweeping would resume the week of August 28, 2017.

Mayor and Council

- **Councilwoman Watley** – Stated that she is looking into the city having a talent show. She invited the community to participate. She stated she is looking into November dates.
- **Councilman Oden** – Stated that the city and citizens deserve a clean city. He said that people from other places are coming into the city and dumping. He further stated that people are moving into homes without getting certificate of occupancy and being compliant.
- **Councilwoman Mitchell** – Stated the backpack give-away was a huge success. She stated she attended Grayling, Michigan for a main street workshop. She said that the Inkster Task Force will be initiating a college care program. She stated that a lot is going on with the home rehabs and she thanked Jeannie Fields for her efforts.
- **Councilwoman Howard** - Announced her third Advisory meeting on August 28, 2017 in the TIFA room. She invited everyone to attend.
- **Councilman Chisholm** – Announced a jazz festival on August 26, 2017 for adopt a child at Wayne Metro, the Boys Scouts of America picnic at St. Clemmons church from 10:00 a.m. until 12:00 p.m. He lastly announced Inkster Police Department Movie Nigh on August 24, 2017.
- **Mayor Pro-Tem Williams** – Recognized Wayne Metro Community Volunteers. Announced the September 2, 2017 TRUTH Recovery Stuff the Bus backpack give-away. Announced State Representative Jewell Jones Economic Summit on August 29, 2017. Invited citizens to shop Inkster.
- **Mayor Nolen** – Stated he attended the backpack give-away. He further stated that he attended a professional football game and where Freddie Bishop, Jr. from Inkster played. He announced that the next City Council meeting will be held on Tuesday, September 5, 2017 because of the Labor Day Holiday. He thanked residents for attending the meeting.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm and carried, the Regular Council meeting of August 21, 2017 was adjourned at 8:35 p.m.



Felicia Rutledge, City Clerk
City of Inkster

Allen Brothers
Attorneys & Counselors, PLLC
400 Monroe Street, Suite 620
Detroit, MI 48226-2963

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

Page: 1
08/15/2017
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	\$6,000.00
Municipal Legal Services	\$4,250.00
Labor	\$325.00
Litigation	\$18,802.10
Total Invoice for August, 2017	\$27,377.10

AGING COMMISSION

Ordinances: 414, 457 & 508

Exp. 01/17/20

Exp. 02/06/18

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
Leon Houston	Dist. 2
Charmaine Kennedy	Dist. 3
Octavia Smith	Dist. 4
Thelma Jean Overman	Dist. 5
	Dist. 6
Sandra Watley	Mayoral
Steven Chisholm	At-Large

Exp. 01/17/20
Exp. 06/19/22
Exp. 01/17/20
Exp. 07/03/20
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

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Jim Wright (Building Contractor)
Deborah Owens (General Member)
Guy Borrusch (General Member)
Dorsey Williams (Contractor)
(Engineer)

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Henry Wade - (Licensed Plumber)		Exp. 12/17
Stephen Lawrence		Exp. 12/17
Tiara Jones		Exp. 10/17
Kenyatta Mason - (Licensed Electrician)		Exp. 10/17
Marcus Hendricks – - (Licensed Electrician)		Exp. 12/17
- Tom Michelini - Building Inspector		Exp. 04/19
- (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
Vacant		
Cynthia Adams (Secretary)		Exp. 01/14/18
Brittini 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. 07/17/21
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
Walter Bays (Elec. Cont.)		
Andrew Hughes (Adm. Official)		
Carlton Trouteaud (Rep. of Detroit Edison)		

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1]

4 Year Term

Council Member (most votes)

City Attorney

Tenure

City Clerk

Tenure

Catherine Morris (Mayor and Council appointee)

Vacant (Mayor and Council appointee)

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

Exp. 12/21

Mable Stroman

Exp. 12/21

Ellis Clifton

Exp. 12/21

DaSalla Scott

Exp. 01/22 (Resident Housing)

George Williams

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

Exp. 02/06/19

Rhoda Littles

Dist. 2

Exp. 02/06/19

Ruth E. Williams

Dist. 3

Exp. 02/06/19

Vacant

Dist. 4

Vacant

Dist. 5

Vacant

Dist. 6

Vacant

LIBRARY BOARD

4 year term

Michael Wells

Exp. 2019

Akindede Akinyemi

Exp. 2019

DeAndra Crystal-Rikay Watley

Exp. 2019

Dosye A. Thompson

Exp. 2019

Emmereal Shawn Wells

Exp. 2019

Ruth E. Williams

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

Nell Harrison

Dist. 1

Exp. 3/21/18

Curtistine Barge

Dist. 2

Exp. 1/20/18

Brittni Abiolu

Dist. 3

Exp. 3/7/18

Olubisi B. Ajetunmobi

Dist. 4

Exp. 1/20/18

Vacant

Dist. 5

Barbara Cooper

Dist. 6

Exp. 5/2/18

Marie Jenkins

Mayoral

Exp. 1/20/18

September 5, 2017

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

Exp. 10/17/2023

Thelma Jean Overman

Exp. 10/17/2023

Debra Owens

Exp. 10/17/2023

Ann Gross

Exp. 12/5/2023

Ronald Johnson

Exp. 12/19/2023

George Williams

Exp. 12/19/2023

Aaron Sims

Exp. 01/03/2024

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

2 Year Term

9 Members

Ordinances: 493 & 551

John White	Dist. 1	Exp. 03/20/19
Deborah Owens	Dist. 2	Exp. 03/25/16
Shelby Johnson	Dist. 3	Exp. 09/15/16
Vernell Massey	Dist. 4	Exp. 12/01/16
Lenardo Gambrio	Dist. 5	Exp. 10/15/16
James Richardson IV	Dist. 6	Exp. 09/15/16
Tonia Williams	Mayoral	Exp. 02/20/19
Shirley Hankerson	Mayoral	Exp. 05/01/19
Ned Sanders	Council	Exp. 07/07/19

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

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

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 6:00 p.m., City Council Chambers]

3 Year Term

9 Members

State Law and Ordinance 33

Marcus Hendricks (Council appointee)	Exp. 12/18
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 10/18
Timothy Williams (Mayor Pro-Tem)	Exp. 7/19
Mack Willis	Exp. 2/20
James Garrett	Exp. 08/17
William Ratliff (Vice-Chair)	Exp. 04/19
Lynette Cain (Secretary)	Exp. 05/19
Steven Chisholm (Chair)	Exp. 04/19

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

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

2 Year Term

5 Members

Charter

Lorenzo A. Moner, Jr.	Mayoral	Exp. 12/17
Barry O'Bryan	Police Rep	
Jason Kaye	Fire Rep	
Sandra K.Watley	City Council Rep	Exp. 06/19
Velma Overman	Board of Trustee Rep	

WATER REVIEW COMMITTEE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Williams	App. 02/04/13
Marcus Hendricks	App. 02/18/13

Exp. 09/21/17

September 5, 2017

NOTES:

 Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: August 29, 2017

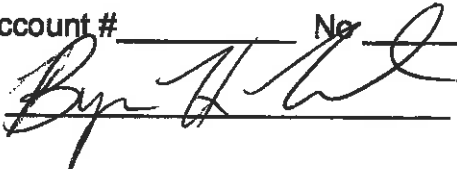
From: Adrianna Jordan
City Planner 

Date for Council Consideration: September 5, 2017

ACTION REQUESTED: Council to offer a first reading of text amendments (TA 17-07) to the City's Zoning Ordinance pertaining to provisions for medical marijuana facilities per the recommendations of the Planning Commission. For a list of affected ordinance sections please see "background information".

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval 

BACKGROUND INFORMATION

A public hearing was held by the Planning Commission for the proposed text amendments on Monday, August 14, 2017, and the amendments were recommended for approval by the Planning Commission on Monday, August 28th, 2017. No public comment was received on the amendments at the public hearing. Draft meeting minutes are attached.

Proposed modifications include changes to §155.029 "Definitions", §155.036 "Schedule of Land Uses", §155.048 "M-1 Light Industrial District", §155.146 "Medical Marijuana Facilities", §155.148 "Medical Marijuana Provisioning Centers", and the establishment of new sections including §155.150 "Medical Marijuana Processing Facilities", §155.151 "Medical Marijuana Testing Facilities", §155.152 "Medical Marijuana Transportation Facilities", and §155.153 "Medical Marijuana Cultivation Facilities".

A 2nd reading and request for approval of the proposed text amendments will occur at the Council meeting scheduled on September 18, 2017.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The proposed zoning text amendments are being initiated by the City of Inkster due to recent changes in state law in regards to medical marijuana facilities and state license categories. In September 2016, the Michigan Legislature passed and governor signed into law three bills (House Bills 4209, 4827 and 4210) that will create a licensing and regulatory framework for medical marijuana. This regulatory framework must be implemented by December 15, 2017.

The proposed zoning text amendments would follow the new state licensing categories by eliminating the general medical marijuana facilities land use and creating four new land use categories and standards for them including medical marijuana cultivation facilities, medical marijuana processing facilities, medical marijuana testing facilities, and medical marijuana transportation facilities.

The text amendment language is attached for review.

PROJECT OR IMPROVEMENT TASKS

1. Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster.

COSTS

All costs are incurred by the petitioner.

PROJECT TIME TABLE

A second reading and request for approval of the proposed text amendments is scheduled during the Council meeting on September 18, 2017. If the request is approved by Council, the amendment will be published and posted and become effective after thirty (30) days.

RESOLUTION

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**CITY OF INKSTER
PLANNING COMMISSION
MINUTES**

A regular meeting was held on **Monday, August 28, 2017**, in the Inkster City Council Chambers, located at 26215 Trowbridge, Inkster, Michigan.

A quorum was reached. Chairman Chisolm called the meeting to order at 6:46 p.m.

I. ROLL CALL

Present: Chairman Chisholm, Secretary Cain and Commissioners Garrett, Nolen, and Williams

Absent: Vice Chairman Ratliff, Commissioners Davis and Willis, Jr.

Others in attendance: Adrianna Jordan, City Planner
Scott Bowers, Bowers & Associates, Applicant
Daniel King, Kelly's Cars, Applicant
Lawrence Winokur, Siswin Partners, LLC, Applicant

Public in attendance: Yvette Brook, Roger Cazano, Wahid Makki, Craig Kobylka,

II. ADOPTION OF AGENDA

MOVED by Garrett, Seconded by Williams to Adopt the Agenda. **MOTION CARRIED unanimously.**

III. ADOPTION OF MINUTES OF August 14, 2017

Correction of adjournment time from 6:32pm to 6:46pm.

MOVED by Williams, Seconded by Cain to Adopt the Minutes of August 14, 2017. **MOTION CARRIED unanimously.**

IV. PUBLIC HEARING

- A. Case # 17-10 (SLU) – 27445 Michigan**
Public Hearing to receive public input and review special land use requirements and associated review of site plan (SP 17-10) requirements to allow the establishment of a Plasma Collection Center in the TCD, Town Center District. Lawrence Winokur (owner: Siswin Partners LLC) is the applicant.

MOVED by Nolen, Seconded by Williams to open the Public Hearing. **MOTION CARRIED unanimously.**

Adrianna Jordan, City Planner, gave an overview of the case and recommended approval with conditions noted in review letter dated August 7, 2017.

Commissioners Concerns:

- Scott Bowers, Bowers & Associates, presented redesigned plans for the plasma center based on City of Inkster's master plan requirements. He stated that the company is

working hard to meet all the conditions noted in the review letter. His plans showed that the amended floor plans would be flexible for additional businesses if needed. He also noted out of the 185 other sites for CSL Plasma, none of them needed any additional city services. He also noted that CSL Plasma would work to get approval from other departments as needed.

Public Concerns:

- Craig Kobylka stated that although he is a customer and participant with CSL Plasma, he doesn't feel as though this business is the right "look" for Inkster. He stated he understood that it will bring jobs but feels that it may bring crime as well.

MOVED by Nolen, Seconded by Williams to recommend approval of the Special Conditions Use (17-10) with following conditions:

1. **Flexible Floor Plan.** The building must be designed with a flexible floor plan so that it can be reused and repurposed as a restaurant, general office, or retail space in future uses.
2. **Architectural Design.** The building must be consistent with the architectural design requirements specified in the Master Plan for the TCD.
3. **City Services.** The applicant must clarify what city services would be required to support the proposed use.
4. **Other Departments.** Review and approval is required by Police, Fire, Engineering, and Public Works.

MOVED by Nolen, Seconded by Garrett to approve of the Site Plan (17-09) with following conditions:

1. **Signs.** Proposed sign size and area details must be included in the site plans to ensure conformance to ordinance standards. The applicant must clarify if there is only one sign proposed.
2. **Architectural Design.** The proposed addition/new building must be built in compliance with the architectural standards for the TCD outlined in the Master Plan.
3. **Landscaping.** The existing shopping center landscaping falls short of ordinance requirements:
 - a. Street trees shall consist of deciduous shade trees planted at a minimum concentration of one street tree per 35 linear feet of right-of-way.
 - b. One ornamental tree shall be planted for every 75 lineal feet of right-of-way frontage.
 - c. No obstruction to vision above a height of 30 inches from the established street grades shall be permitted within the triangular corner clearance area.
 - d. Deciduous trees and all shrubs shall not be planted within five feet of a public walkway or curb.
 - e. Installation of required landscaping shall be completed prior to or at the time of completion of building construction.
 - f. Installation and maintenance bonds may be required.
 - g. All landscaped areas (including lawns) shall be provided with an automatic underground or drip irrigation system.
4. **Parking.** Planning recommends and supports a parking waiver of 10 parking spaces. The parking calculations also need to be updated using the correct calculation for "shopping centers" instead of the separate "retail" and "medical clinic" calculations.
5. **Sign and Seal Plans.** Each plan sheet submitted for the permitting record must be signed and sealed by a licensed architect or engineer.

6. **Other Department Comments.** Any issues identified by other plan reviewers, including the City Engineer, Public Works, Police, and Fire must be addressed.

- B. Case # 17-08 (PCD) – 26639 Michigan
Public Hearing to receive public input and review a request for a “Preferred Class Designation” to permit the future expansion of an existing non-conforming used car lot in the TCD, Town Center District. Daniel King is the applicant on behalf of Kelly’s Cars.

Adrianna Jordan, City Planner, gave an overview of the case and could not recommend approval based on the reasons stated in the review letter dated August 3, 2017:

In order to qualify for the “Preferred Class Designation” all of the use standards must be met by the subject property. Due to the fact that the TCD explicitly prohibits auto-oriented businesses and promotes pedestrian connectivity, City Staff cannot make the finding that “the use does not adversely impact the purpose of the district in which it is located.”

Commissioners Concerns:

- Daniel King informed the commissioners of how he owns multiple car lots in Garden City, Dearborn Heights as well as Inkster and would like to approve the look of his Inkster location by updating the building and garage. The updated garage would be expanded by 5 feet and would ultimately hold his own personal vehicle but would improve the look of the building to coordinate with other newer buildings (State of Michigan, DHS, Etc.) located near the corner of Michigan and John Daly.
- Commissioners asked that if they are to grant his request for the “Preferred Class Designation” (PCD) would it be a one-time use or a permanent designation? Adrianna J. stated that the use could be used in the future as well as long as the business conforms to the standards. Also meaning that if the business is sold in 10 years, that it could be sold as a used car dealership. The Preferred Class designation is a permanent designation unless the existing building is permanently destroyed or removed, or the subject property is developed with a new land use.
- Ron Taggart, Builder for Daniel King, Stated that he had known Mr. King for at least 17 years and knew his father as well. He stated that the plans drawn for the new building and garage were up to code and would drastically change the look of his location. He stated the extra 5 feet needed for the garage was for safety reasons.
- Commissioners also wanted to see a rendering of what the building would look like when it’s completed. Adrianna J. Stated a completed rendering would be a part of the site plan once submitted to the Planning Commission.

Public Concerns:

- Craig Kobylka stated how this is the type of business the city of Inkster needs to encourage in the Town Center District.
- Yvette Brook was concerned about if the construction was going to be completed as promised and if the owner would overload the lot with too many cars.

MOVED by Nolen, Seconded by Williams to approve the Preferred Class Designations (17-08) with following condition:

1. Owner is required to submit a Site Plan and complete all renovations and changes that are noted.

MOVED by Nolen, Seconded by Williams to close Public Hearing. **MOTION CARRIED unanimously.**

V. OLD BUSINESS

- A. Case # 17-07 (TA) – Medical Marijuana Ordinance
Consideration of proposed text amendments to the City's Zoning Ordinance pertaining to provisions for medical marijuana facilities. Proposed modifications include changes to §155.029 "Definitions", §155.036 "Schedule of Land Uses", §155.048 "M-1 Light Industrial District", §155.146 "Medical Marijuana Facilities", §155.148 "Medical Marijuana Provisioning Centers", and the establishment of new sections including §155.150 "Medical Marijuana Processing Facilities", §155.151 "Medical Marijuana Testing Facilities", §155.152 "Medical Marijuana Transportation Facilities", and §155.153 "Medical Marijuana Cultivation Facilities".

Adrianna Jordan, City Planner, gave an overview of the ordinance.

MOVED by Nolen, Seconded by Cain to recommend approval of the Medical Marijuana Ordinance text amendments. **MOTION CARRIED unanimously.**

VII. MISCELLANEOUS

NONE

VIII. ADJOURNMENT – 7:27p.m.

MOVED by Nolen, Seconded by Garrett to adjourn the Planning Commission meeting held on August 28, 2017. **MOTION CARRIED unanimously.**

Respectfully submitted,

Steven Chisholm, Chairman

Lynnette O. Cain, Secretary

Adrianna Jordan
City Planner



CITY OF INKSTER

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August 15, 2017

Planning Commission
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Subject: TA 17-07 Medical Marijuana Zoning Text Amendments

The City of Inkster Planning Department is submitting the above-referenced revised zoning text amendments for the Planning Commission's review and consideration.

DESCRIPTION

A public hearing was held for the proposed text amendments at the Planning Commission meeting on Monday, August 14, 2017. No public comment was received on the amendments. The Planning Commission reviewed the draft amendments and requested the addition of language related to minimum resolution for video surveillance. In addition, the Planning Commission indicated that they preferred the condensed format for the amendments with a section for special land use standards applying to all medical marijuana facilities, followed by special land use standards that only apply to one of each of the five medical marijuana facility types. The four new medical marijuana facility types have also been added to the schedule of land uses in this revised version.

The proposed zoning text amendments are being initiated by the City of Inkster due to recent changes in state law in regards to medical marijuana facilities and state license categories. In September 2016, the Michigan Legislature passed and governor signed into law three bills (House Bills 4209, 4827 and 4210) that will create a licensing and regulatory framework for medical marijuana. This regulatory framework must be implemented by December 15, 2017.

Currently, the City of Inkster zoning ordinance only recognizes two medical marijuana land use categories including medical marijuana provisioning centers and medical marijuana facilities. The proposed zoning text amendments would follow the new state licensing categories by eliminating the general medical marijuana facilities land use and creating four new land uses including medical marijuana cultivation facilities, medical marijuana processing facilities, medical marijuana testing facilities, and medical marijuana transportation facilities. The proposed zoning text amendments also amend the M-1, Light Industrial District special land uses to include the four new medical marijuana land uses. Finally, the Special Land Use Standards are expanded to include land use standards for the four new medical marijuana categories.

City of Inkster Development Review Team
SP 17-05 – 27344 Michigan
July 17, 2017
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Thank you for your consideration,



Adrianna Jordan, AICP
City Planner

**Final Zoning Text Amendments for Medical Marijuana
City of Inkster
8/15/17**

Proposed ordinance changes and additions:

- In §155.029 "Definitions", modify the definition of "medical marijuana facility" to create separate definitions for "medical marijuana cultivation facility", "medical marijuana transportation facility", "medical marijuana processing facility", and "medical marijuana testing facility".
- In §155.036 "Schedule of Land Uses", modify the "medical marijuana facility" land use to create separate land uses for "medical marijuana cultivation facility", "medical marijuana transportation facility", "medical marijuana processing facility", and "medical marijuana testing facility".
- In §155.048 "M-1 Light Industrial District", add "medical marijuana processing facilities", "medical marijuana testing facilities", and "medical marijuana transportation facilities" as Special Land Uses in §155.048(C).
- In §155.048 "M-1 Light Industrial District", re-name the existing "medical marijuana facilities" land use to "medical marijuana cultivation facilities" in §155.048(C)(16).
- In §155.146 "Medical Marijuana Facilities", re-name the existing special land use standards for "Medical Marijuana Facilities" to "Standards for All Medical Marijuana Facilities" and update and revise special land use standards.
- In §155.148 "Medical Marijuana Provisioning Centers", delete land use standards that apply to all facilities, update radius language, and prohibit alcohol and tobacco usage.
- Establish new zoning ordinance section and special land use standards for §155.150 "Medical Marijuana Processing Facilities".
- Establish new zoning ordinance section and special land use standards for §155.151 "Medical Marijuana Testing Facilities".
- Establish new zoning ordinance section and special land use standards for §155.152 "Medical Marijuana Transportation Facilities".
- Establish new zoning ordinance section and special land use standards for §155.153 "Medical Marijuana Cultivation Facilities".

All edits are **highlighted in red** with new text **underlined** and deleted text marked with a **~~strikethrough~~**.

§ 155.029 DEFINITIONS

§ 155.029 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABUT OR ABUTTING. Having a common border with.

ACCESSORY BUILDING OR STRUCTURE. A building or structure clearly incidental to, customarily found in connection with, and located on the same zoning lot or site (groups of lots used together) as the principal structure to which it is related. An ***ACCESSORY BUILDING OR STRUCTURE*** includes, but is not limited to the following:

- (1) Any detached building/structure or any building/structure which does not share a

common footing wall with the main structure on the premises.

(2) Any structure attached to the main building on the premises via a roof overhang, breezeway, porch, or other similar form of attachment.

(3) Barns, sheds and similar structures.

ACCESSORY USE. A use clearly incidental to, customarily found in connection with, and (except in the case of accessory off-street parking spaces or loading) located on the same zoning lot as the principal use to which it is related. An **ACCESSORY USE** includes, but is not limited to, the following:

(1) Swimming pools for use of the occupants of a residence or their guests.

(2) Domestic or agricultural storage in a barn, shed, tool room or similar accessory building or other structure;

(3) A newsstand primarily for the convenience of the occupants of a building, which is located wholly within such building and has no exterior signs or displays;

(4) Storage of merchandise normally carried in stock in connection with a business or industrial use, unless such storage is excluded from the applicable district regulations;

(5) Storage of goods used in or produced by industrial uses or related activities, unless such storage is excluded in the applicable district regulations;

(6) Accessory off-street parking spaces, open or enclosed, subject to all requirements of this chapter;

(7) Accessory off-street loading, subject to all requirements of this chapter;

(8) Accessory signs, subject to the sign regulations of this chapter;

(9) Garden plots subject to all requirements of this chapter; and

(10) Similar incidental uses.

ADDITION. Construction or alteration of a building or structure that increases the square footage, number of dwelling units, bulk or other extent.

ADJACENT. Same as “Abut or Abutting”.

ADULT AMUSEMENT DEVICE CENTER. An enclosed building containing coin-operated amusement devices or machines for presenting material for observation by patrons therein, distinguished or characterized by an emphasis on matter depicting, describing, or relating to “specific sexual activities” or specified anatomical areas”, as defined below.

ADULT BOOKSTORE. A business having as its principal activity the sale of books, magazines, newspapers, and motion picture films which are characterized by their emphasis on portrayals of human genitals and pubic regions or acts of human masturbation, sexual intercourse or sodomy.

ADULT BUSINESS ACTIVITY. A business whose principal service or activity is one of the following types of businesses: adult live conduct business, adult bookstore, adult motion picture theater, adult mini-motion picture theater, adult personal service business.

ADULT LIVE CONDUCT ACTIVITY. Any work or entertainment activity carried on in a business where the physical human body is nude, as defined below.

(1) **NUDE.** Having less than completely and/or opaquely covered human genitals, pubic region, buttock, or female breast below a point immediately above the top of the areola.

(2) **NUDE MODELING STUDIO.** A business where an employee or entertainment personnel appears in nude (as defined below) and is also provided or allowed to be observed, sketched, drawn, painted, sculpted, photographed, or similarly depicted to customers.

(3) **SEXUAL ACTIVITIES AND ANATOMICAL AREAS.** For the purposes of this chapter, “specified sexual activities” shall include:

- (a) Human genitals in a state of sexual stimulation or arousal.
- (b) Acts of human masturbation, sexual intercourse, or sodomy.
- (c) Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast. For the purposes of this section, "specified anatomical areas" is defined as:
- (d) Less than complete and/or opaquely covered human, pubic region, buttock, or female breast below a point immediately above the top of the areola.
- (e) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

ADULT LIVE CONDUCT BUSINESS. A business, any part of whose service or function consists of adult live conduct activity (as defined above) whether as work assignment or entertainment.

ADULT MINI-MOTION PICTURE THEATER. An enclosed building with a capacity for less than 50 persons used for presenting material for observation by patrons therein, distinguished or characterized by an emphasis on matter depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas," as defined in this section.

ADULT MOTION PICTURE THEATER. An enclosed building with a capacity of 50 or more persons used for presenting material, for observation by patrons therein, distinguished or characterized by an emphasis on matter depicted, described, or relating to "specific sexual activities" or "specified anatomical areas," as defined below.

ADULT OUTDOOR MOTION PICTURE THEATER. An exterior area used for presenting material, for observation by patrons, distinguished or characterized by an emphasis on matter depicted, described, or relating to "specific sexual activities" or "specified anatomical areas," as defined.

ADULT PERSONAL SERVICE BUSINESS. A business whose activities include a person, while nude (as defined above) providing personal services for another person on an individual basis in a closed room. It includes, but is not limited to, the following activities and services: massage parlors, exotic rubs, modeling studios, body painting studios, wrestling studios, individual theatrical performances. It does not include activities performed by persons pursuant to, and in accordance with, licenses issued to such persons by the state.

ADULT SUPPLY STORE. A business selling or offering merchandise that is characterized by emphasis on the act of human masturbation, sexual intercourse or sodomy or portrayal of human genitals and pubic regions.

AGRICULTURE. Farms and general farming, including horticulture, floriculture, dairying, livestock and poultry raising, farm forestry and other similar enterprises or uses, but no farm shall be operated as piggeries or for the disposal of garbage, sewage, rubbish, offal or rendering plants, or for the slaughtering of animals, except such animals as have been raised on the premises or have been maintained on the premises for at least a period of one year immediately prior thereto and for the use and consumption of persons residing on the premises.

ALLEY. Any dedicated public way affording a secondary means of vehicular access to abutting property, and not intended for general traffic circulation.

ALTERATIONS. Any change, addition or modification in construction or type of occupancy, any change in the structural members of a building, such as walls or partitions, columns, beams or girders, the consummated act of which may be referred to herein as altered or reconstructed.

APARTMENT. A room or suite of rooms in a multiple-family building arranged and intended for a place of residence of a single-family or group of individuals living together as a single housekeeping unit.

(1) **LOFT.** A dwelling unit in a building originally constructed for other than primarily residential use containing one or more rooms or enclosed floor space arranged for living, eating, sleeping and/or home occupations; such units shall include bathroom and kitchen facilities as required by applicable codes.

(2) **EFFICIENCY STUDIO APARTMENT.** A dwelling unit containing not over 500 square feet of floor area, and consisting of not more than one room in addition to kitchen, dining and necessary sanitary facilities, and for the purposes of computing density shall be considered as a one-room unit.

(3) **ONE-BEDROOM UNIT.** A dwelling unit containing a minimum floor area of at least 600 square feet per unit, consisting of not more than two rooms in addition to kitchen, dining and necessary sanitary facilities and for the purposes of computing density shall be considered a two-room unit.

(4) **TWO-BEDROOM UNIT.** A dwelling unit containing a minimum floor area of at least 750 square feet per unit, consisting of not more than three rooms in addition to kitchen, dining and necessary sanitary facilities, and for the purpose of computing density shall be considered as a three-room unit.

(5) **THREE OR MORE BEDROOM UNIT.** A dwelling unit containing wherein for each room, in addition to the three rooms permitted in a two-bedroom unit, there shall be provided for the first additional room, an additional area of 150 square feet and 200 Square feet for the second or more additional rooms to the minimum area of 750 square feet. For the purpose of computing density, said three-bedroom unit shall be considered a four-room unit, and each increase in a bedroom over three shall be an increase in the room count by one over the four.

ARCADE. A place, premises or establishment or room set aside in a retail or commercial establishment in which three or more coin-operated amusement devices are located, defined herein as a machine or device operated by means of the insertion of a coin, token or similar object, for the purpose of amusement or skill and for the playing of which a fee is charged.

ARENA. An enclosed structure with tiers of seats rising around a sports field, playing court or public exhibition area.

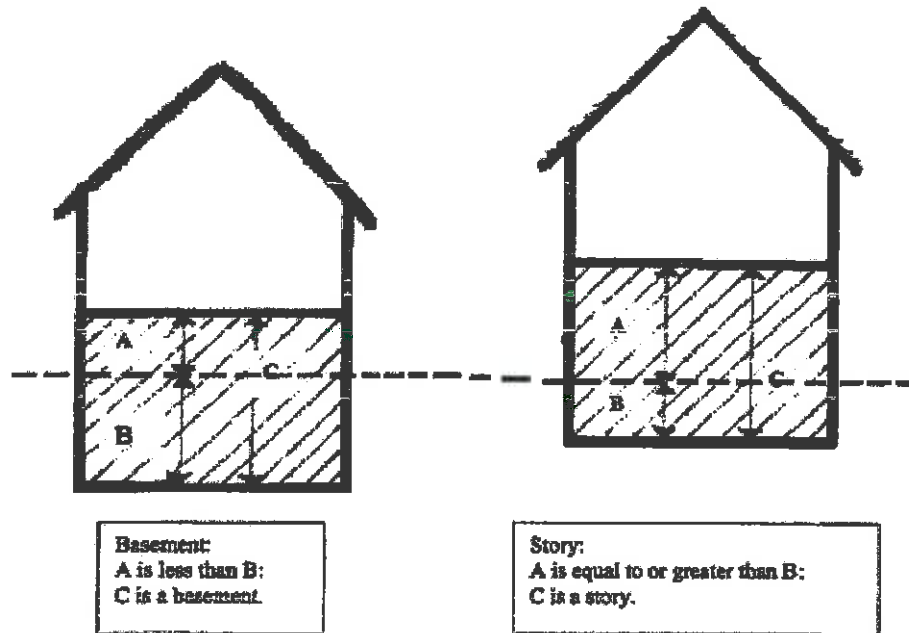
ASSEMBLY HALL. An enclosed space of assembly for the exclusive use of the owners of the facility or by the members of the association controlling the premises.

ASSISTED LIVING FACILITY. A facility providing responsible adult supervision of or assistance with routine living functions of an individual in an instance where the individual's condition necessitates that supervision or assistance. Permitted services include but are not limited to staff-supervised meals, housekeeping and personal care, medication supervision and social activities. Facilities providing regular care under supervision of physicians are not considered assisted living facilities.

AUTOMOBILE. All passenger cars, as well as light duty trucks, vans and sport utility vehicles.

AUTOMOBILE SERVICE STATION. A place where gasoline (stored only in underground tanks), kerosene or motor oil and lubricants or grease (for operation of automobiles) are retailed directly to public on premises, including sale of minor accessories and minor services for automobiles.

BASEMENT. That portion of a building, which is partly or wholly below grade, but so located that, the vertical distance from the average grade to the floor below is greater than the average grade to the ceiling. A basement shall not be counted as a story.



BED AND BREAK FAST INN. A single-family residential structure that meets the following criteria:

- (1) Has eight or fewer sleeping rooms, including sleeping rooms occupied by the innkeeper, one or more of which are available for rent to transient tenants.
- (2) Serves breakfast at no extra cost to its transient tenants.
- (3) Has a smoke detector in proper working order in every sleeping room and a fire extinguisher in proper working order on every floor.

BLOCK. The property abutting one side of a street and lying between the two nearest intersecting streets (crossing or terminating) or between the nearest such street and railroad right-of-way unsubdivided acreage, river or live stream, or between the foregoing and any other barrier to development, or corporate boundary lines of the city.

BLOCK FACE. All lots abutting both sides of a street between two intersecting points.

BOARD. The Zoning Board of Appeals.

BOARDING HOUSE OR ROOMING HOUSE. A building other than a hotel where for compensation and by pre-arrangement for definite periods, meals or lodging and meals are provided for three or more persons, but not exceeding ten sleeping rooms. A rooming house or a furnished room house shall be deemed a **BOARDING HOUSE** for the purposes of this chapter.

BREW PUB. A facility licensed by the Michigan Liquor Control Commission, in conjunction with a Class "C" tavern, Class "A" hotel, or Class "B" hotel, that annually manufactures and sells not more than 2,000 barrels of beer only for consumption therein.

BUFFER ZONES. A strip of land reserved for plant material, berms, walls, or fencing to serve as a visual and/or sound barrier between properties, often between abutting properties and properties in different zoning districts. Landscaping berms, fencing or open space can also be used to buffer noise, light and related impacts from abutting properties.

BUILDING. Any structure, either temporary or permanent, having a roof and used or built for the shelter or enclosure of persons, animals, chattels or property of any kind. This shall include

tents, awnings or vehicles situated on private property and used for purposes of a building. The word **BUILDING** includes the word structure, and dwelling includes residence. A **BUILDING** or structure includes any part thereof.

BUILDING HEIGHT. The vertical distance measured from the established grade to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs; and to the average height between eaves and ridge for gable, hip and gambrel roofs. Where a building is located on sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

BUILDING LINE. A line formed by the face of the building, and for the purposes of this chapter a minimum **BUILDING LINE** is the same as a front setback line.

BUILDING, MAIN OR PRINCIPAL. A building in which is conducted the principal use of the lot which it is situated.

BUILDING OFFICIAL. An individual established by the city to administer and enforce the provisions of all building codes as adopted and amended.

CARPORT. A partially open structure, intended to shelter one or more vehicles. Such structures shall comply with all yard requirements applicable to garages.

CHANGE OF OCCUPANCY. A discontinuance of an existing use and the substitution or the addition thereto of a use of a different kind or class.

CHARITABLE GAMING ROOM. A building or space within a building used, owned, rented, or leased by non-profit qualified organizations for gaming activities permitted pursuant to Michigan Public Act 382 of 1972, as amended.

Religious Institution A building wherein persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship, together with all accessory buildings and uses customarily associated with such primary purpose. Includes churches, synagogue, temple, mosque, or other such place for worship and religious activities.

CLINIC. An establishment where human patients, who are not lodged overnight, are admitted for examination and treatment by a group of physicians, dentists or similar professions.

CLUB. An organization of persons for special purposes or for the promulgation of sports, arts, sciences, literature, politics or the like, but not operated for profit.

COMMERCIAL VEHICLE. All motor vehicles used for the transportation of passengers for hire, or constructed or used for the transportation of goods, wares or merchandise or all motor vehicles designed and used for drawing other vehicles.

COMMISSION. The Planning Commission of the City of Inkster.

COMMON AREA, GENERAL. That portion of a site condominium project designed and intended for joint ownership and maintenance by the condominium association as described in the condominium master deed.

COMMON AREA, LIMITED. That portion of a site condominium project designed and intended for separate ownership, but outside the building setbacks for the zoning district the property is located in as described in the condominium master deed.

COMMUNITY DEVELOPMENT DEPARTMENT. Includes the Community Development Director, the City Planner, and other City Official(s) authorized to administer the Zoning Regulations on a day-to-day basis, including but not limited to processing applications, granting ministerial approvals, maintaining the records of Planning Commission actions, ending notices of public hearings, and similar work.

CONDOMINIUM. Ownership in common with others of a parcel of land and certain parts of a building thereon which would normally be used by all of the occupants, such as yards,

foundations, basements, floors, walls, hallways, stairways, elevators and all other related common elements, together with individual ownership in fee of a particular dwelling unit in such building. Condominiums shall be subject to the regulations set forth in Michigan Public Act 59 of 1978, as amended.

CONDOMINIUM MASTER DEED. The document recorded as part of a condominium subdivision to which are attached as exhibits and incorporated by reference the approved bylaws for the condominium subdivision and the condominium subdivision plan.

CONDOMINIUM SUBDIVISION. A division of land on the basis of condominium ownership, pursuant to the Condominium Act and which is not subject to the provisions of the Land Division Act, Public Act 288 of 1967, as amended. Also known as a site condominium.

CONDOMINIUM SUBDIVISION PLAN. The drawings attached to the master deed for a condominium subdivision project which describe the size, location, area, horizontal and vertical boundaries and volume of each condominium unit contained in the condominium subdivision project, as well as the nature, location and size of common elements.

CONDOMINIUM UNIT. That portion of a condominium project or condominium subdivision project which is designed and intended for separate ownership and use, as described in the master deed, regardless of whether it is intended for residential, office, industrial, business, recreational use as a time-share unit, or any other type of use. A **CONDOMINIUM UNIT** may consist of either vacant land or space which either encloses or is enclosed by a building structure. Any **CONDOMINIUM UNIT** consisting of vacant land shall be equivalent to the term "lot" for the purposes of determining compliance of a condominium subdivision project with the provisions of this chapter pertaining to minimum lot size, minimum lot width, maximum lot coverage and maximum floor area ratio.

CONVALESCENT AND NURSING HOME. An installation other than a hospital or private home where two or more persons afflicted with illness, injury or an infirmity are housed or lodged, and furnished with 24 hour nursing care. Restorative therapies may be provided as an accessory use and clearly incidental to the facility's primary function.

CONVENIENCE RETAIL STORE. A one story, retail store that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who purchase only a relatively few items (in contrast to a "supermarket"). **CONVENIENCE RETAIL STORES** are designed to attract a large volume of stop-and-go traffic.

COUNCIL. The City Council of the City of Inkster.

COURT. An open, unoccupied space, other than a yard, and bounded on at least two sides by a building. A court extending to the front yard or front lot line or to the rear yard or rear lot line is outer court. Any other court is an inner court.

CUL-DE-SAC. A street ending in a turn-around designed and intended as a permanent or temporary terminus.

DAY CARE.

(1) **CHILD DAY CARE (HOME).** A private home in which more than 6 but not more than 12 minor children are given care and supervision for periods of less than 24 hours unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage or adoption. The state shall license these facilities.

(2) **CHILD DAY CARE.** A facility other than a private residence, receiving one or more minor children for care periods of less than 24 hours a day, and where the parents or guardians are not immediately available to the child. The facility is generally described as child care center, day care center, day nursery, nursery school, parent cooperative preschool, play group, or

drop-in center. Childcare center or day care center does not include a Sunday school conducted by a religious organization where children are cared for during short periods of time while persons responsible for such services are attending religious activities. The state shall license these facilities.

(3) **ADULT DAY CARE.** A facility, whether in a private home or institutional setting, providing temporary care and supervision for persons 18 years of age or older. Care is provided for periods of less than 24 hours a day. The state shall license these facilities.

(4) **GROUP DAY CARE HOME.** **GROUP DAY CARE HOME** is a licensed day care center in a private home as an accessory use in which more than 6 but less than 12 minor children are given care and supervision for periods of less than 24 hours per day and for more than four weeks during a calendar year.

DENSITY. The number of dwelling units situated on or to be developed on a net acre (or smaller unit) of land, which shall be calculated by taking the total gross acreage and subtracting surface water, undevelopable lands (e.g., wetlands) and the area in rights-of-way for streets and roads.

DEVELOPMENT. The construction of a new building or other structures on a zoning lot, the relocation of an existing building on another zoning lot, or the use of open land for a new use. Development also means any man-made change to improved or unimproved real estate, including but not limited to parking, fences, pools, signs, temporary uses, clearing of land, mining, dredging, filling, grading, paving, excavation, or drilling operations.

DISTRICT. A portion of the incorporated area of the city within which certain regulations and requirements or various combinations thereof apply under the provisions of this chapter.

DRIVE-IN. A business establishment so developed that its retail or service character is primarily dependent on providing a driveway approach or parking spaces for motor vehicles so as to serve patrons while in the motor vehicle rather than within a building or structure.

DRIVE-THROUGH. A business establishment, or portion thereof, developed to serve patrons in motor vehicles from a designated lane providing access to a service window.

DRIVEWAY. A means of access for vehicles from a street or approved alley across a lot or parcel to a parking or loading area, garage, dwelling or other structure or area on the same lot, that is located and constructed in accordance with the requirements of this chapter and any requirements of the city or state.

DRY CLEANING PLANT. A building, portion of a building, or premises used or intended to be used for cleaning fabrics, textiles, wearing apparel, or articles of any sort by immersion and agitation, or by immersions only, in volatile solvents including, but not by way of limitation, solvents of the petroleum distillate type, and/or the chlorinated hydrocarbon type, and the processes incidental thereto.

DWELLING, MULTIPLE-FAMILY. A building or portion thereof designed for occupancy by three or more families living independently of each other.

DWELLING, ONE-FAMILY. A building designed exclusively for occupancy by one family.

DWELLING, TWO-FAMILY. A building designed exclusively for occupancy by two families, independent of each other, such as a duplex dwelling unit.

DWELLING UNIT. A building, or a portion thereof, designed for occupancy by one family for residential purposes and having cooking and sanitary facilities.

EASEMENT. A right, distinct from the ownership of the land, to cross property with facilities such as, but not limited to, driveways, roads, utility corridors, sewer lines, water lines, and transmission lines, or the right, distinct from the ownership of the land, to reserve and hold an

area for open space, recreation, drainage or access purposes.

EMERGENCY SHELTER. A facility providing congregate style temporary lodging with or without meals and ancillary services to primarily the homeless for more than four weeks in any calendar year. An emergency shelter does not provide lodging to any individual who is required because of age, mental disability or other reason to reside in a private or public institution or to any individual who is imprisoned or otherwise detained pursuant to federal or state law. An **EMERGENCY SHELTER** shall be considered a different land use than an adult foster care facility or nursing homes.

ENCLOSED. Surrounded on all sides.

ERECTED. Built, constructed, altered, reconstructed, moved upon or any physical operations on the premises which are required for the construction. Excavation, fill, drainage and the like shall be considered a part of erection.

ESSENTIAL SERVICES. The erection, construction, alteration or maintenance by public utilities or municipal departments or commissions of underground, surface or overhead gas, electrical, steam, fuel or water transmission or distribution systems, collection, communication, supply or disposal systems, including mains, drains, sewers, pipes, conduits, wires, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, towers, poles and other similar equipment and accessories in connection therewith, reasonably necessary for the furnishing of adequate service by such public utilities or municipal departments or commissions for the public health, safety or general welfare, but not including buildings other than such primary enclosures or shelters for the above essential service equipment.

EXCAVATION. Any breaking of ground, except common household gardening and ground care.

FAMILY. One or two persons or parents, with their direct lineal descendants and adopted children (and including the domestic employees thereof) together with not more than two persons not so related, living together in the whole or part of a dwelling comprising a single housekeeping unit. Every additional group of two or less persons living in such housekeeping unit shall be considered a separate **FAMILY** for the purpose of this chapter.

FILLING. The depositing or dumping of any matter onto or into the ground, except common household gardening and ground care.

FIREARMS SALES ESTABLISHMENT. A place of business of a firearms dealer. A firearms dealer is any person engaged in the wholesale or retail sale of firearms, the repair of firearms, or the creation or fitting of special barrels, stocks, or trigger mechanisms for firearms. A **FIREARMS SALES ESTABLISHMENT** shall be defined as only those establishments principally engaged in the display or sale of firearms or ammunition. A **FIREARMS SALES ESTABLISHMENT** is not a store of a generally recognized retail nature, which may include firearms or ammunition as an incidental and accessory use.

FLOODPLAIN. See § 155.142, National Flood Insurance Program, for specific definitions.

FLOOR AREA, GROSS. The sum total of all floors of a building as measured from the interior faces of the exterior walls. Stairwells and elevator shafts are excluded from this definition for the purpose of area calculations.

FLOOR AREA, RESIDENTIAL. For the purposes of computing the minimum allowable **FLOOR AREA** in a residential dwelling unit, the sum of the horizontal areas of each story of the building measured from the interior faces of the exterior walls. The **FLOOR AREA** measurement is exclusive of areas of basements, unfinished attics, attached garages, breezeways,

and enclosed and unenclosed porches.

FOSTER CARE FACILITIES.

(1) ***ADULT FOSTER FAMILY HOME.*** An establishment that provides supervision, assistance, protection or personal care, in addition to room and board, to seven or more adults. An adult foster care facility is other than a home for the aged or a nursing home or a mental hospital for mental patients or a pre-release adjustment center. The state shall license these facilities.

(2) ***FOSTER FAMILY GROUP HOME.*** A private home in which more than four but fewer than seven minor children, who are not related to an adult member of the household by blood, marriage, guardianship or adoption, are provided care for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.

(3) ***FOSTER FAMILY HOME.*** A private home in which one but not more than four minor children, who are not related to an adult member of the household by blood, marriage, guardianship or adoption, are given care and supervision for 24 hours a day, or four or more days a week, of two or more consecutive weeks, unattended by a parent or legal guardian.

GARAGE, PRIVATE. An accessory building for parking or storage of not more than that number of vehicles as may be required in connection with the permitted use of the principal building. In residential areas the storage of not more than one commercial vehicle of a rated capacity not exceeding three-fourths ton is permitted.

GARAGE, PUBLIC. Any garage other than a private garage available to the public, operated for gain, and used for storage, repair, rental, greasing, washing, sales, servicing, adjusting or equipping of automobiles or other motor vehicles.

GRADE. A ground elevation established for the purpose of regulating the number of stories and the height of the building. The building ***GRADE*** shall be the level of the ground adjacent to the walls of the building if the finished grade is level. If the ground is not entirely level, the ***GRADE*** shall be determined by averaging the elevation of the ground for each face of the building.

GROSS LEASABLE AREA. The gross floor area minus deductions for public lobbies, common mall areas, atriums, courtyards, and permanently designated corridors which are not subject to relocation by specific lease requirements. (Attributed to interior mall parking calculations. May not be needed in Inkster).

HAZARDOUS SUBSTANCE. A chemical or other material which is or may become injurious to the public health, safety or welfare or to the environment.

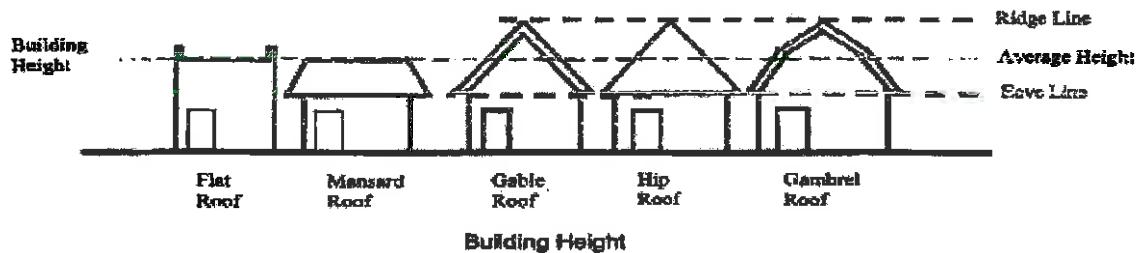
HAZARDOUS WASTE. Waste or a combination of waste and other discarded material including solid, liquid, semi-solid or contained gaseous material that because of its quantity, quality, concentration or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality, serious irreversible illness, serious incapacitating but reversible illness or pose a substantial present or potential hazard to human health or the environment if properly treated, stored, transported, disposed of, or otherwise managed.

HAZARDOUS WASTE FACILITY. A facility or part of a facility that is used for the treatment, storage or disposal of hazardous waste.

HEALTH CLUB. Gymnasiums (except public), private athletic, health or recreational clubs, reducing salons and weight control establishments, but excluding "adult personal service establishments".

HEIGHT. The vertical distance measured from the established grade at the front of the

building to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs; and to the average **HEIGHT** between eaves and ridge for gable, hip and gambrel roofs. Where a building is located on sloping terrain, the height may be measured from the average ground level of the grade at the building wall. The **HEIGHT** of an accessory building or structure shall be determined as the vertical distance from the average finished grade to the highest point of the roof surface.



HOME OCCUPATION. An occupation or profession carried on by an occupant of a dwelling unit as a secondary use, which is clearly subservient to the use of the dwelling for residential purposes. Any such use shall not be visible or noticeable in any manner or form from outside the walls of the dwelling.

HOSPITAL. A building, structure or installation in which mentally ill, or sick or injured persons are given medical or surgical treatment and operating under license by the Health Department and the state, including such related facilities as laboratories, out-patient departments, central service facilities, and staff offices.

HOTEL. A building, part of a building or group of buildings containing rooming or dwelling units, with a common entrance and lobby, accessed from the interior, used for transient occupancy by the public traveling in a motor vehicle, offered to the public for compensation and in which one or more of the following services are offered:

- (1) Maid service.
- (2) Furnishing of linen.
- (3) Telephone, secretarial or desk service.
- (4) Room service.

Units shall not be re-rented, sub-rented or rented again within a 24-hour period following a room rental. A **HOTEL** may include a restaurant or cocktail lounge, public banquet halls, ballrooms, or meeting rooms. A **HOTEL** shall not be considered or construed to be a multiple family dwelling, transient housing for persons transitioning from emergency shelters or an emergency shelter.

HOUSING FOR THE ELDERLY. A building or group of buildings containing dwellings intended to be occupied by, elderly persons as defined by the Federal Fair Housing Act, as amended. **HOUSING FOR THE ELDERLY** may include independent and/or assisted living arrangements but shall not include convalescent or home for the aged facilities regulated by the state. Independent and assisted living **HOUSING FOR THE ELDERLY** are defined as follows:

(1) **INDEPENDENT LIVING FOR THE ELDERLY.** Housing that is designed and operated for elderly people in good health who desire and are capable of maintaining independent households. Such housing may provide certain services such as meals, linkages to health care, transportation, security, housekeeping and recreational and social activities.

(2) **ASSISTED LIVING FACILITY.** A facility providing responsible adult supervision of or assistance with routine living functions of an individual in an instance where the individual's condition necessitates that supervision or assistance. Permitted services include but are not limited to staff-supervised meals, housekeeping and personal care, medication supervision and social activities. Facilities providing regular care under supervision of physicians are not considered **ASSISTED LIVING FACILITIES**.

INGRESS AND EGRESS. As used in this chapter, **INGRESS AND EGRESS** generally is used in reference to a driveway which allows vehicles to enter or leave a parcel of property, or to a sidewalk which allows pedestrians to enter or leave a property, a building, or another location.

JUNK. Any motor vehicles, machinery, appliances, products, or merchandise with parts missing or scrap metals or other trash, solid waste, refuse or scrap materials that are damaged or deteriorated, except if in a completely enclosed building. It includes any inoperable or abandoned motor vehicle which is not licensed for use upon the highways of the state for a period in excess of 48 hours and shall also include whether so licensed or not, any motor vehicle which is inoperative for any reason for a period in excess of 48 hours and which is not in a completely enclosed building.

JUNK YARD. An open area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled or handled, including but not limited to: scrap iron and other metals, paper, rags, rubber tires, and bottles. A **JUNK YARD** includes automobile wrecking yards and includes any area of more than 200 square feet for storage, keeping or abandonment of junk, but does not include uses established entirely within enclosed buildings.

KENNEL, COMMERCIAL. Any lot or premises on which more than three dogs or cats or other household pets are either permanently or temporarily boarded. **KENNEL** shall also include any lot or premises where household pets are bred and/or sold.

LANDSCAPING. The treatment of the ground surface with live plant materials such as, but not limited to grass, ground cover, trees, shrubs, vines, and other man-made material. In addition, a landscape design may include other decorative man-made materials, such as woodchips, crushed stone, boulders, or mulch. Structural features such as fountains, pools, statues, and benches shall also be considered a part of **LANDSCAPING**, but only if provided in combination with live plant material. Artificial plant materials shall not be counted toward meeting requirements for **LANDSCAPING**. Various **LANDSCAPING**-related terms are defined as follows:

(1) **BERM.** A continuous, raised earthen mound with a flattened top and sloped sides, capable of supporting live **LANDSCAPING** materials, and with a height and width that complies with the requirements of this chapter.

(2) **GRASS.** Any of a family of plants with narrow leaves normally grown as permanent lawns. Also referred to as "turf".

(3) **GREENBELTS.** A strip of land of definite width and location reserved for the planting of a combination of shrubs, trees, and ground cover to serve as an obscuring screen or buffer for noise or visual enhancement, in accordance with the requirements of this chapter.

(4) **GROUND COVER.** Low-growing plants that form a dense, extensive growth after one complete growing season, and tend to prevent weeds and soil erosion.

(5) **HEDGE.** A row of closely planted shrubs or low-growing trees which commonly form a continuous visual screen, boundary or fence.

(6) **INTERIOR LANDSCAPING AREA.** A landscaped area located in the interior of a parking lot in such a manner as to improve the safety of pedestrian and vehicular traffic, guide

traffic movement, and improve the appearance of the parking area.

(7) **NURSE GRASS.** Any of a variety of rapidly-growing annual or perennial rye grasses used to quickly established ground cover to prevent dust or soil erosion.

(8) **SCREEN OR SCREENING.** A wall, wood fencing, or combination of plantings of sufficient height, length, and opacity to form a visual barrier. If the **SCREEN** is composed of nonliving material, such materials shall be compatible with materials used in the construction of the main building, but in no case shall include wire fencing.

(9) **SHRUB.** A self-supporting, deciduous or evergreen woody plant normally branched near the base, bushy and less than 15 feet in height.

(10) **SOD.** An area of grass-covered surface soil held together by matted roots.

(11) **TREE.** A self-supporting, woody deciduous or evergreen plant with a well-defined central stem which normally grows to a mature height of 15 feet or more in Wayne County, Michigan. Types of **TREES** are defined as follows:

(a) **DECIDUOUS TREE.** A variety of **TREE** that has foliage that is shed at the end of the growing season.

(b) **EVERGREEN TREE.** A variety of **TREE** that has foliage that persists and remains green throughout the year.

(c) **ORNAMENTAL TREE.** A deciduous tree which is typically grown because of its shape, flowering characteristics, or other attractive features, and which grows to a mature height of about 25 feet or less.

(d) **SHADE TREE.** For the purposes of this chapter, a **SHADE TREE** is a deciduous tree which has a mature crown spread of 15 feet or greater in Wayne County, Michigan, and having a trunk with at least 5 feet of clear stem at maturity.

(e) **VINE.** A plant with a flexible stem supported by climbing, twining, or creeping along the surface, and which may require physical support to reach maturity.

LOADING SPACE. An off-street space on the same lot with a building or group of buildings, for temporary parking of a commercial vehicle while loading and unloading merchandise or materials.

LOT. A parcel of land occupied, or intended to be occupied, by a main building or group of such buildings and accessory buildings, or utilized for the principal use and uses accessory thereto, together with such open spaces as are required under the provisions of this chapter.

LOT AREA. The total horizontal area within the lot lines of a lot.

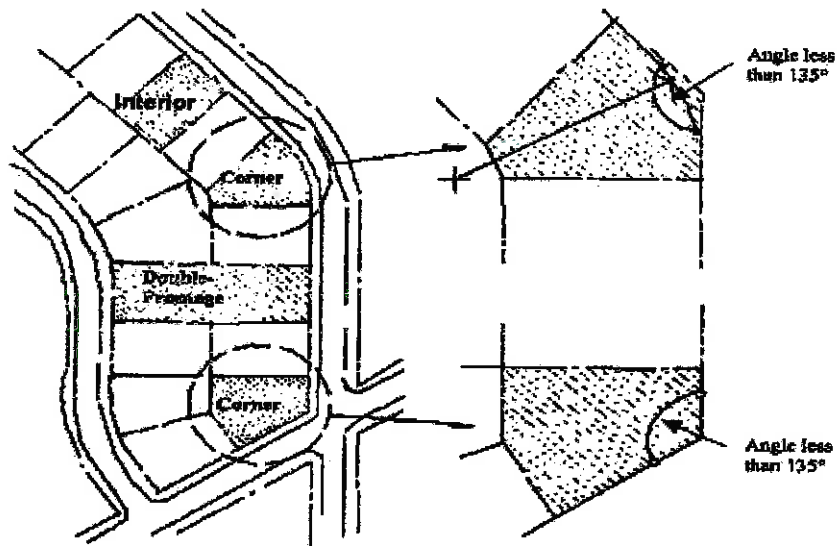
LOT, CORNER. A lot where the interior angle or two adjacent sides at the intersection of two streets is less than 135°. A lot abutting upon a curved street or streets shall be considered a **CORNER LOT** for the purposes of this chapter if the area is of less radius than 150 feet and the tangents to the curve, at the two points where the lot lines meet the curve or at the straight street line extended, form an interior angle of less than 135°.

LOT COVERAGE. That part or percent of the lot occupied by buildings, including accessory buildings.

LOT DEPTH. The horizontal distance between the front and rear lot lines, measured along the median between the side lot lines.

LOT, DOUBLE FRONTAGE. Any interior lot having frontages on two more or less parallel streets as distinguished from a corner lot. In the case of a row of **DOUBLE FRONTAGE LOTS**, all sides of said lots adjacent to streets shall be considered frontage, and front yards shall be provided as required.

LOT INTERIOR. Any lot other than a corner lot.



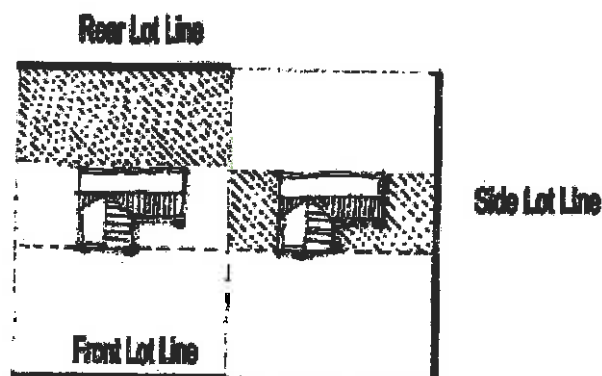
Lot Types

LOT LINES. The lines bounding a lot as defined herein:

(1) **FRONT LOT LINE.** In the case of an interior lot, that line separating said lot from the street. In the case of a corner lot or double frontage lot, **FRONT LOT LINE** shall mean that line separating said lot from that street which is designated as the front street in the plat and in the application for a zoning compliance permit. In the case of a cul-de-sac, the front setback line shall be determined by drawing a straight line from points established at the front setback depth along the side property lines.

(2) **REAR LOT LINE.** That lot line opposite the front lot line. In the case of a lot pointed at the rear, the **REAR LOT LINE** shall be an imaginary line parallel to the front lot line, not less than ten feet long lying farthest from the front lot line and wholly within the lot.

(3) **SIDE LOT LINE.** Any lot line other than the front lot line or rear lot line. A **SIDE LOT LINE** separating a lot from a street is a side street lot line. A **SIDE LOT LINE** separating a lot from another lot or lots is an interior side lot line.



LOT OF RECORD. A parcel of land, the dimensions of which are shown on a recorded plat

on file with the County Register of Deeds, at the time of inception of this chapter, or in common use by city or county officials, and which actually exists as so shown, or any part of such parcel held in recognizing ownership separate from that of the remainder thereof.

LOT WIDTH. The straight line distance between the side lot lines, measured at the two points where the minimum building line or setback intersects the side lot lines.

LOT, ZONING. A single tract of land located within a single block, which at the time of filing for a building permit is designated by its owner or developer as a tract to be used, developed or built upon as a unit under single ownership or control. A **ZONING LOT** shall satisfy this chapter with respect to area, size, dimensions and frontage as required in the district in which the zoning lot is located. A **ZONING LOT**, therefore, may not coincide with a lot of record as filed with the County Register of Deeds.

MAIN BUILDING. A building in which is conducted the principal use of the lot upon which it is situated.

MAIN USE. The principal use to which the premises are devoted and the principal purpose for which the premises exist.

MAJOR THOROUGHFARE. An arterial street which is intended to serve as a large volume traffic- way for both the immediate area and the region beyond, and may be designated as a **MAJOR THOROUGHFARE**, parkway or equivalent term to identify those streets comprising the basic structure of the street plan. Any street with a width, existing or proposed, of 120 feet or greater shall be considered a **MAJOR THOROUGHFARE**.

MANUFACTURED HOUSING COMMUNITY. A parcel or tract of land upon which three or more mobile homes are located on a continual, nontransient basis together with any building, structure, enclosure, street, equipment, or facility used or intended for use incident to the occupancy of a mobile home.

MANUFACTURED HOUSING UNIT. A transportable, factory-built structure that is manufactured in accordance with the federal Manufactured Housing Construction and Safety Standards Act of 1974. Such structure is designed to be used as a single-family dwelling unit.

MARGINAL ACCESS DRIVE. A service roadway parallel to a major thoroughfare intended to provide access to abutting properties and protection from through traffic.

MASSAGE ESTABLISHMENT. An establishment in which a licensed or certified massage therapist provides such services in compliance with provisions of this chapter. This does not include establishments which routinely provide services performed by a licensed physician, chiropractor, osteopath, nurse, or other medical professional. This also does not include establishments in which the martial arts or organized athletic activities take place, hospitals, nursing homes, medical clinics or offices, barbershops or beauty parlors which offer massages to the scalp, face, neck or shoulders only, or those in which a licensed operator performs electrolysis.

MASTER PLAN. The Comprehensive Plan including graphic and written proposals indicating the general location for streets, parks, schools, public buildings and all physical development of the city, and includes any unit or part of such plan, and any amendment to such plan or parts thereof.

MECHANICAL AMUSEMENT DEVICE. Any machine containing no automatic payoff device which may, on the insertion of a coin or slug, operate or be operated or used as a game, contest or amusement of any sort or description and which may or may not consist of electronic play appearing on a video screen and which is so constructed that it may not be converted into an automatic payoff device for the return or discharge of money, tokens, coins, checks or

merchandise, or which provides no such payoff by any means whatsoever, provided that the term shall not include any coin-operated device used solely for the playing of music and provided further that the term shall include mechanical, electrical and electronic video games.

~~**MEDICAL MARIJUANA FACILITY.** A licensed Grower, Processor, Secure Transporter, or Safety Compliance Facility for the cultivation, manufacturing, processing, and transportation of medical marijuana into a usable form, as defined by Public Act 281 of 2016, the Medical Marijuana Facilities Licensing Act, as amended.~~

MEDICAL MARIJUANA CULTIVATION FACILITY. A licensed commercial grower that cultivates, dries, trims, cures, and packages marijuana for sale to a processor or provisioning center, as defined by Public Act 281 of 2016, the Medical Marijuana Facilities Licensing Act, as amended.

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

MEDICAL MARIJUANA PROCESSING FACILITY. A licensed commercial processing facility that purchases marijuana from a grower and extracts resin from the marijuana or creates a marijuana-infused usable product for sale and transfer in packaged form to a provisioning center, as defined by Public Act 281 of 2016, the Medical Marijuana Facilities Licensing Act, as amended.

MEDICAL MARIJUANA TESTING FACILITY. A licensed commercial safety compliance facility that receives marijuana from a marijuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marijuana to the marijuana facility, as defined by Public Act 281 of 2016, the Medical Marijuana Facilities Licensing Act, as amended.

MEDICAL MARIJUANA TRANSPORTATION FACILITY. A licensed commercial entity that stores and/or transports marijuana between marijuana facilities for a fee, defined by Public Act 281 of 2016, the Medical Marijuana Facilities Licensing Act, as amended.

MEZZANINE. An intermediate or fractional story between the floor and ceiling or main story occupying not more than one-third of the floor area of such main story. See graphic for "story."

MICRO BREWERY. A facility licensed by the Michigan Liquor Control Commission that annually produces less than 20,000 barrels of beer.

MOBILE HOME. A structure, transportable in one or more sections, which is built on a chassis and designed to be used as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. The term **MOBILE HOME** shall not include pick-up campers, travel trailers, motor homes, modular homes, recreational vehicles, converted buses, tent trailers, or other transportable structures designed for temporary use.

MOBILE HOME PARK. Same as "Manufactured Housing Community."

MODULAR HOUSING UNIT. A dwelling unit constructed solely within a factory, as a single unit, or in various sized modules or components, which are then transported to a site where they are assembled on a permanent foundation to form a dwelling unit, and meeting all

codes and regulations applicable to conventional single-family home construction.

MOTEL. A building, part of a building or group of buildings containing 10 or more rooming or dwelling units with 25% or more of the units having individual exterior room entrances, primarily used for transient occupancy by the public traveling in a motor vehicle, offered to the public for compensation and in which one or more of the following services are offered:

- (1) Maid service.
- (2) Furnishing of linen.
- (3) Telephone, secretarial or desk service.
- (4) Room service.

Units shall not be re-rented, sub-rented or rented again within a 24-hour period following a room rental. The term **MOTEL** shall include buildings designated as auto courts, tourist courts, motor courts, motor hotel, and similar titles which are designed as integrated units of individual rooms under common ownership. A **MOTEL** shall not be considered or construed to be a multiple-family dwelling, transient housing for persons transitioning from an emergency shelter or a rooming house.

MULTIPLE-FAMILY DWELLING. A structure, located on a single lot, containing three or more dwelling units, which is designed for or occupied by one family only, with housekeeping and cooking facilities for each.

NIGHTCLUB. An establishment, excluding an "adult business activity," where live entertainment is provided, presented, permitted or performed, including, but not limited to, a dance, comic, theatrical, or musical performance and alcoholic beverages are consumed on premises.

NONCONFORMING BUILDING. A building or portion thereof, existing at the effective date of this chapter or amendments thereto, and that does not conform to the provisions of this chapter relative to height, bulk, area or yards for the district in which it is located.

NONCONFORMING LOT. A lot which was lawfully in existence at the effective date of this chapter, or amendments thereto, and which does not now conform to the lot size, lot width, or other regulations pertaining to lots in the zoning district in which it is located.

NONCONFORMING USE. A use which lawfully occupied a building or land at the effective date of this chapter or amendments thereto, and that does not conform to the use regulations of the district in which it is located.

NON-PROFIT. An organization recognized by the United States Internal Revenue Service as holding a **NON-PROFIT** tax-exempt status.

NON-PROFIT QUALIFIED ORGANIZATION. A bona fide religious, educational, service, senior citizens, fraternal, or veterans' organization that operates without profit to its members and that either has been in existence continuously as an organization for a period of five years or is exempt from taxation pursuant to Michigan Public Act 382 of 1972, as amended.

NUISANCE. This term shall be held to embrace public **NUISANCE** as known at common law or in equity jurisprudence; and whatever is dangerous to human life or detrimental to health; whatever dwelling is overcrowded with occupants or is not provided with adequate ingress and egress to or from the same, or is not sufficiently supported, ventilated, sewered, drained, cleaned or lighted; whatever is unwholesome; whatever renders or makes an unusual noise, sound, racket or vibration sufficient to annoy and destroy the usual peace and quiet of any persons of the city; whatever pollutes the air to create an ill-smelling condition so offensive as to annoy the public; whatever is conducive to the harboring of insects, vermin, rats or rodents; all ponds of stagnant water, any yard or area housing old and useless or nearly useless automobiles or parts thereof, or

other waste, machinery, logs, old lumber, rubbish or construction rubbish, so that the same is offensive to the general public.

NURSERY, PLANT MATERIAL. A space, building or structure, or combination thereof, for the storage of live trees, shrubs or plants offered for wholesale or retail sale on the premises, including products used for gardening or landscaping. The definition of **NURSERY** within the meaning of this chapter does not include any space, building or structure used for the sale of fruits, vegetables or Christmas trees.

NURSING HOME. Same as "Convalescent and Nursing Home".

OFF-STREET PARKING LOT. A facility other than for single-family dwellings providing vehicular parking spaces along with adequate drives and aisles, for maneuvering, so as to provide access for entrance and exit for the parking of more than three vehicles.

OPEN FRONT STORE. A business establishment so developed that service to the patron may be extended beyond the walls of the structure onto a dedicated outdoor seating area and not requiring the patron to enter the structure. The term **OPEN FRONT STORE** shall not include automobile repair stations or automobile service stations,

OPEN SPACE. The part of the zoning lot, including courts and/or yards. Which is open and unobstructed from its lowest level to the sky, and is accessible to all residents upon the zoning lot.

OUTDOOR RECREATION FACILITY. The use of land for the purposes of a golf course, skating rink, park, playfield, playground, swimming pool, tennis court and similar recreation uses.

OWNER. The owner of the premises or lesser estate in the premises, a mortgagee or vendee in possession, an assignee of rents, receiver, executor, trustee, leasee, or any other person, sole proprietorship, partnership, association, or corporation directly or indirectly in control of a building, structure, or real property, or his or her duly authorized agent.

PARK. A parcel of land, building or structure used for recreational purposes including but not limited to playgrounds, sport fields, game courts, beaches, trails, picnicking areas, and leisure time activities.

PARKING. The temporary placement of operable motor vehicles having valid and current license plate or registration sticker as required by the Secretary of State.

PARKING SPACE. An area exclusive of drives, aisles or entrances giving access thereto and shall be fully accessible for the storage or parking of permitted vehicles. Such space shall meet the requirements of this chapter.

PAWNSHOP. A shop that lends money in exchange for valuable personal property as security. This definition includes the sale of such securities after repossession and the sale of new merchandise generally found in retail stores.

PERSON. An individual a corporation, a partnership, an incorporated association or any other similar entity.

PIERCING PARLOR. A personal service establishment at which body piercing is provided. For purposes of this chapter, jewelry stores, other retail stores or clinics that provide this service as an incidental and accessory use shall be classified as **PIERCING PARLORS**.

PLANNED UNIT DEVELOPMENT. A tract of land or lot, developed under single ownership or management as a separate neighborhood or community unit. The development shall be based on an approved site plan which allows flexibility of design not available under normal zoning district requirements. The plan may contain a mixture of housing types, commercial and industrial uses, common open space and other land uses as provided in this chapter.

Planner, City. The person or firm designated by the City Council and Planning Commission to advise the City Council, City Manager, City Planning Commission, and city staff on planning, zoning, land use, housing, and other related planning and development issues. The CITY PLANNER may be a consultant or an employee of the city.

PLANNING COMMISSION. The **PLANNING COMMISSION** of the city.

PORCH. A covered or uncovered entrance to a building or a roofed structure projecting from the exterior wall or walls of a principal structure and supported by piers, posts or columns and commonly open to the weather.

PRINCIPAL BUILDING. The main building on a lot in which the principal use exists or is served by.

PRINCIPAL USE. The main use to which the premises are devoted and the main purpose for which the premises exist.

PRIVATE CLUB. An association, incorporated or unincorporated, organized for a common purpose, goals, interest or activities, but not commercial or business. A **PRIVATE CLUB** is characterized by membership qualifications, payment of fees and dues, regular meetings, a constitution and bylaws.

PUBLIC UTILITY. Any person, firm or corporation, municipal department, board or commission duly authorized to furnish and furnishing under federal, state or municipal regulations to the public: gas, steam, electricity, sewage disposal, communication, telegraph, transportation or water.

RECREATION EQUIPMENT. Includes equipment such as boats and boat trailers, snowmobiles, horse trailer, dune buggies, "pickup campers", trailer coach, folding tent trailer and other similar items.

RECREATION, INDOOR COMMERCIAL. Includes indoor commercial uses such as bowling centers, basketball courts, archery ranges, golf domes and ranges, tennis facilities and skating rinks. For the purposes of this chapter, firearms target practice ranges shall not be included.

RECREATION VEHICLE. A vehicle intended for temporary human habitation, sleeping and/or eating, mounted upon a chassis with wheels, and self-propelled or capable of being pulled by another vehicle.

REGULATED USE. A classification of uses, as specified in this ordinance, that is considered nuisances and negatively impact public health, safety and welfare when located in close proximity to one another.

RELIGIOUS INSTITUTIONS. See "Church."

RESTAURANT.

(1) **BAR LOUNGE.** An establishment operated primarily for the dispensing of alcoholic beverages, although the sale of prepared food or snacks may also be permitted. If a bar or lounge is part of a larger banquet facility, it shall be defined as that part of the structure so designated or operated.

(2) **CARRY-OUT RESTAURANT.** Any establishment whose principal business is the sale of foods, frozen desserts or beverage to the customer in a ready-to-consume state, and whose design, or method of operation includes both of the following characteristics:

(a) Foods, frozen desserts or beverages are usually served in edible containers or in paper, plastic or other disposable containers.

(b) The consumption of foods, frozen desserts or beverages within the restaurant building is secondary to food consumed off premises.

(3) **DRIVE-IN RESTAURANT.** Any establishment whose principal business is the sale of foods, frozen dessert or beverages to the customer in a ready-to-consume state, and whose design or method of operation, includes one or both of the following characteristics:

(a) Foods, frozen desserts or beverages are served directly to the customer in a motor vehicle, either by a carhop, or by other means which eliminate the need for the customer to exit the motor vehicle.

(b) The consumption of foods, frozen desserts or beverages within a motor vehicle parked upon the premises, or at other facilities on the premises outside the restaurant building is permitted.

(4) **DRIVE-THRU RESTAURANT.** A business establishment serving food and/or beverages to patrons in a motor vehicle for consumption off the premises.

(5) **FAST FOOD RESTAURANT.** Any establishment whose principal business is the sale of foods, frozen desserts or beverages to the customer in a ready-to-consume state for consumption either within the restaurant whose design or principal method of operation includes both of the following characteristics:

(a) Foods, frozen desserts or beverages are usually served in edible containers or in paper, plastic, or other disposable containers.

(b) The consumption of foods, frozen desserts or beverages within a motor vehicle parked upon the premises is posted as being prohibited and the restaurateur strictly enforces such prohibition.

(6) **STANDARD RESTAURANT.** An establishment whose principal business is the sale of foods, frozen desserts, beverages to a customer in a ready-to-consume state, and whose design or principal method of operation includes one or both of the following characteristics:

(a) Customers, normally provided with an individual menu, are served their foods, frozen desserts or beverages by a restaurant employee at the same table or counter at which said items are consumed.

(b) A cafeteria type of operation where foods, frozen desserts, beverages generally are consumed within the restaurant building.

RIGHT-OF-WAY. A street, alley, or other thoroughfare or easement permanently established for passage of persons, vehicles, or the location of utilities. The **RIGHT-OF-WAY** is delineated by legally established lines or boundaries.

ROOMING, LODGING AND BOARDING HOUSE. A dwelling having one kitchen and used for the purpose of providing meals and/or lodging for pay or compensation of any kind, computed by day, week, or month to persons other than members of the family occupying such dwellings.

SCREENING. A method of reducing the impact of noise and/or unsightly visual intrusions with less offensive and more harmonious elements such as plants, trees, berms, fences, walls or any appropriate combination.

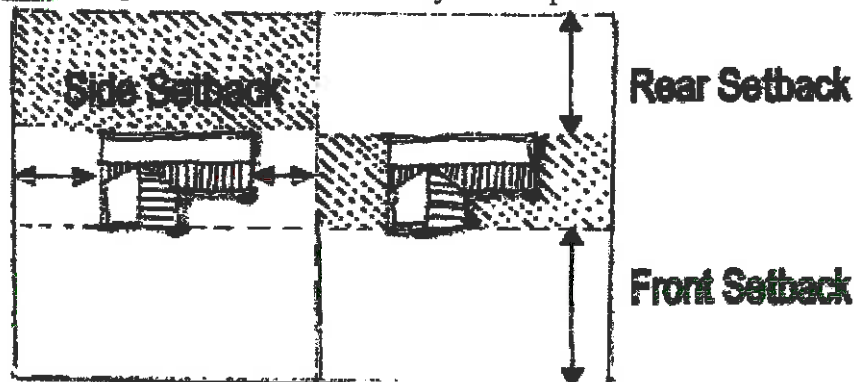
SECONDHAND STORE. A building, structure, or premises used solely or partially for the sale of secondhand clothing, furniture, books, jewelry, household goods or appliances.

SELF-STORAGE FACILITY. A building or groups of buildings divided into separate units or compartments used to meet the temporary storage needs of businesses, apartment dwellers and other individuals or firms, and is also known as a miniwarehouse.

SENIOR HOUSING. See "Assisted Living," and "Housing for the Elderly."

SETBACK. The required minimum horizontal distance between the nearest part of a building line or structure and the related front, side or rear yard lot lines. **SETBACK** are open from

ground to the sky, except as otherwise allowed by this chapter.



SIGN. See §§ 155.231 through 155.252 for specific definitions.

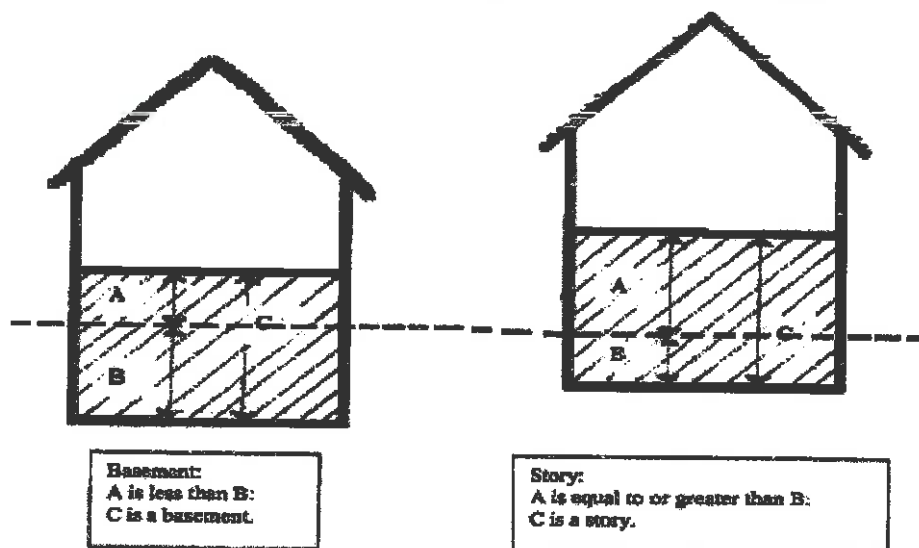
SINGLE-FAMILY DWELLING. A detached dwelling unit located on a single-lot with no other dwelling units designed or occupied by one family.

SPECIAL LAND USE. A use of land, permitted within certain zoning districts, whose characteristics may create nuisance-like impacts on adjoining lands unless carefully sited according to standards established in this chapter. Approval for establishing a special land use is indicated by issuance of a special use permit.

SPECIALLY DESIGNATED DISTRIBUTOR (SDD). A retail establishment licensed by the State Liquor Control Commission to distribute alcoholic liquor in the original package for consumption off the premises.

SPECIALLY DESIGNATED MERCHANT (SDM). A retail establishment license d by the State Liquor Control Commission to sell beer and/or wine for consumption off premises.

STORY. That part of a building, except a mezzanine as defined in this section, included between the surface of one floor and the surface of the next floor, or if there is no floor above, then the ceiling next above. A **STORY** thus defined shall not be counted as a **STORY** when more than 50%, by cubic content is below the height level of the adjoining ground.



STORY, HALF. An uppermost story lying under a sloping roof, the usable floor area of which, at height of 4 feet above the floor, does not exceed 2/3 of the floor area in the **STORY** direct below, and the height above at least 200 square feet of floor space is 7 feet, 6 inches.

STREET. A public thoroughfare which affords the principal means of access to abutting property.

STRUCTURAL ALTERATIONS. Any change in the supporting members of a building, such as bearing walls, columns, beams or girders, or any substantial change in the roof or in exterior walls.

STRUCTURE. Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

TATTOO PARLOR. An establishment offering tattoo services including the creation of marks or figures upon the human body, by insertion of pigment under the skin or by the production of scars or otherwise.

TEMPORARY USE. A use or building permitted by the Zoning Board of Appeals to exist during periods of construction of the main building or use, or for special events.

TOWNHOME. A type of multiple-family dwelling exhibiting two or more stories, primary and secondary entrances per each unit at grade level and wholly enclosed in vertical arrangement of floors. These units are attached to other similar units in a side-by-side arrangement and separated by common party walls rated for appropriate fire protection by city's codes.

TRANSIENT HOUSING. Rental housing for persons whose most recent address has been a homeless shelter.

TWO-FAMILY DWELLING. A structure located on one lot containing two dwelling units each of which is designed for or occupied by one family with separate housekeeping and cooking facilities.

USE. The purpose for which land or a building is arranged, designed or intended, or for which land or a building is or may be occupied.

USE FOR. Includes "Arranged For", "Designed For", "Intended For", "Maintained For", or "Occupied For".

UTILITIES, BASIC. Infrastructure services that need to be located near the area where the service is provided. **BASIC UTILITY** uses generally do not have on site employees. Examples include electric transformer stations, gas regulator stations and telephone exchanges.

UTILITIES, MAJOR. Area-wide infrastructure services that typically have employees on site. Examples include water works, reservoir, pumping station or filtration plants; power or heating plants; or, steam generating plants.

UTILITY, PUBLIC. A private enterprise regulated by the State Public Service Commission with an exclusive franchise for providing an essential public service such as Detroit Edison, Ameritech and Michigan Consolidated Gas. Wireless telecommunications carriers are not **PUBLIC UTILITIES**.

VARIANCE. A modification of the literal provisions of this chapter granted when strict enforcement this chapter would cause undue hardship owing to circumstances unique to the individual property on which the **VARIANCE** is granted. Such hardship shall not be specifically interpreted as meaning economic hardship. The crucial elements of a **VARIANCE** are: undue hardship, unique circumstances, and applying to the subject property. A **VARIANCE** is not justified unless all three elements are present in the case.

VEHICLE REPAIR FACILITY, MAJOR. A place defines as a business offering repair and

replacement services including, but not limited to, steam cleaning or undercoating, vehicle body repair, painting, tire recapping, engine rebuilding, auto dismantling, upholstery, auto glass work, and such other activities whose external effects shall adversely extend beyond the property line, but not including the sale of gasoline.

VEHICLE REPAIR FACILITY, MINOR. A place defined as a business offering maintenance and repair services, the sale of oil and minor accessories, where no repair work is done other than incidental service, but not including the sale of gasoline, steam cleaning or undercoating, vehicle body repair, painting, tire recapping, engine rebuilding, auto dismantling, upholstery, auto glass work, and such other activities whose external effects could adversely extend beyond the property line. Such repairs shall be limited to passenger automobiles or light trucks.

VEHICLE SALES AREA/DEALERSHIP. An open area other than a street used for the display, sale, or rental of new or used automobiles or other motor vehicles.

VEHICLE WASH ESTABLISHMENT. A building or portion thereof where vehicles are washed. Such facilities shall include:

(1) **AUTOMATIC WASH.** Any facility, its structures, accessory uses, or paved area used wholly or partly to wash, clean and dry the exterior of automobiles, using conveyors to move the vehicle, or equipment that moves over or around the vehicle, or other automated equipment intended to mechanically wash such vehicles.

(2) **SELF-SERVICE WASH.** Any facility, its structures, accessory uses or paved area used wholly or partly to wash, clean and dry the exterior of automobiles using hand-held equipment.

WAREHOUSE. A building used for short and/or long term storage in connection with production and marketing or in connection with manufacturing, freight handling, and retailing.

WHOLESALE ESTABLISHMENT. A building used for the sale of goods in large amounts to retailers, or where merchandise is purchased in bulk amounts by consumers who must enroll in a membership at said establishment.

WIRELESS COMMUNICATION FACILITIES. See §§ 155.211 through 155.217 for specific definitions.

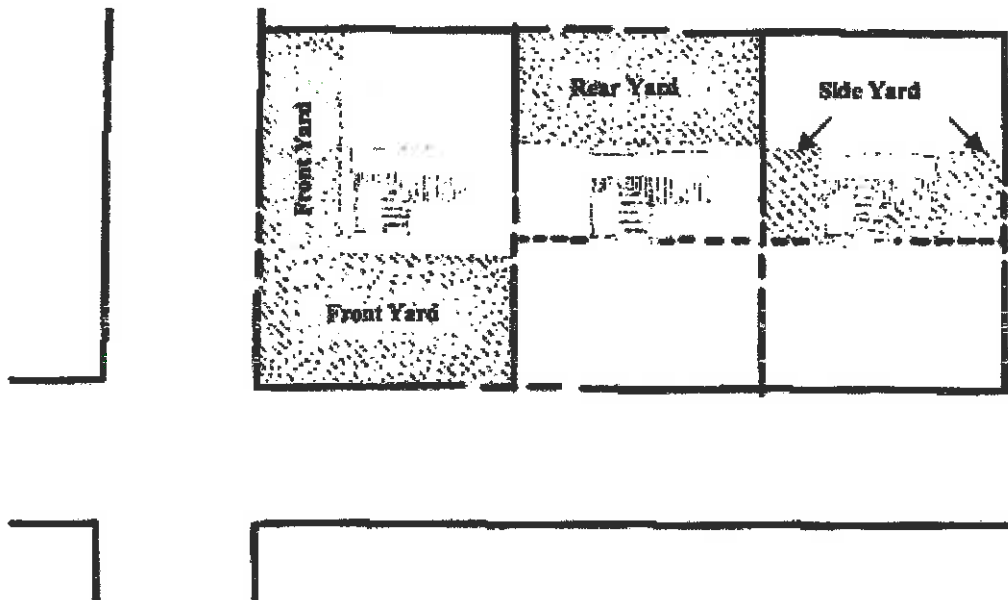
(1) **COLLATION.** The use of a wireless telecommunication support facility by more than one wireless telecommunication provider.

YARD. The open spaces on the same lot with a main building unoccupied and unobstructed from the ground upward except as otherwise provided in this chapter and as defined herein:

(1) **FRONT YARD.** An open space extending the full width of the lot, the depth of which is the minimum required horizontal distance between the front lot line and the nearest line of a main building.

(2) **REAR YARD.** An open space extending the full width of the lot, the depth of which is the minimum required horizontal distance between the rear lot line and the nearest line of a main building.

(3) **SIDE YARD.** An open space between a main building and the side lot line, extending from the front yard to the rear yard, the width of which is the minimum required horizontal distance from the nearest point of the side lot line to the nearest point of the main building.



(Ord. 792, passed 12-3-01; Am. Ord. 836, passed 2-21-11; Am. Ord. 852, passed 3-16-15)

§ 155.036 SCHEDULE OF LAND USES.

Table 2-1. Schedule of Land Uses displays specific land uses in reference to their respective zoning districts. The schedule is general and intended to provide initial guidance for users. A complete list with land use conditions is set forth in §§ 155.041 through 155.049. Regulations in §§ 155.041 through 155.049 take precedent over Table 2-1 below.

Table 2-1 Schedule of Land Uses by Zoning District

	Zoning Districts								
	R-1	RM	RM-1	O-1	B-1	B-2	B-3	M-1	TCD
	A, B, C								
Residential Land Use Types									
One-Family Detached Dwelling	P	P	P						P
Two-Family Dwellings/Duplexes		P	P						
Townhomes (2 story max.)		P	P			P			
Townhomes (3 story max.)		SLU							
Multiple-Family Dwellings (2 story max.)		P	P						P
Multiple-Family Dwellings (3 story max.)		SLU	P			P			P
Multiple-Family Dwellings (4+ stories)			SLU						P
Mixed-Use Residential and Business (Lofts)					SLU	SLU			SLU
Manufactured Housing Community							SLU	SLU	
Public/Quasi-Public Land Use Types									
Charitable Gaming Room						SLU	SLU	SLU	P
Child/Adult Foster Care (6 or less persons)	P	P	P						P
Child/Adult Foster Care (7, but fewer than twelve persons)	SLU	SLU	SLU						
Assisted Living Facilities/Elderly Housing		SLU	SLU			SLU	SLU		
Nursing and Convalescent Homes		SLU	SLU	SLU		SLU			
Transient Residential and Rooming Houses						SLU	SLU		

Publicly Owned Libraries	P	P	P	P					P
Publicly Owned Parks and Parkways	P	P	P	P					P
Publicly Owned Recreation Facilities	P	P	P	P					P
Post Offices and Similar Government Offices				P		P	P		P
Utility and Public Owned Buildings w/o storage yards	SLU	SLU	SLU	SLU	SLU	P/SLU	P	P	P
General Hospitals			SLU				SLU		
Religious institutions and Incidental Facilities	SLU	SLU	SLU		SLU	SLU	SLU		SLU
Cemeteries	P	P	P						
Private Noncommercial Recreational Areas	SLU	SLU	SLU						
Institutional or Community Recreation Centers	SLU	SLU	SLU						P
Golf Courses	SLU								
Non-Profit Public, Parochial and Private Elementary, Intermediate or High Schools	SLU	SLU	SLU			SLU	SLU		
Colleges, Universities and Institutions of Higher Learning, Public and Private	SLU	SLU	SLU				SLU		
Business Schools and Colleges							SLU		
Vocational Training Centers and Schools						SLU	SLU		
Private For-Profit Schools, Business Schools and Colleges						SLU	SLU		
Theaters						SLU	SLU		P
Assembly Halls						SLU	SLU		P

Concert Halls						SLU	SLU		P
Private Clubs						P	P	P/SLU	
Fraternal Organizations						P	P	P/SLU	
Lodge Halls						P	P	P/SLU	
Business and Office Land Use Types									
Adult Businesses and Uses							SLU		
Arcades							SLU		
Art, Photographic and Design Studios						P	P		P
Automobile Repair (Minor)							SLU	SLU	
Automobile Service Centers (as part of planned shopping center)						SLU	SLU		
Automobile Service Stations							SLU	SLU	
Banks and Similar Financial Institutions						P	P		P
Bar or Lounge						SLU	SLU		SLU
Bus Passenger Stations						P	P	P	P
Cabaret							SLU		
Carry-out Restaurants						SLU	SLU		P
Crafts and Fine Arts (Instruction in)	P	P	P			P	P		P
Computer Centers							P	P	
Dance, Music and Voice Schools						P	P		
Drive-in Restaurants						SLU	SLU		
Drive-Through Facilities						SLU	SLU		
Drive-Through Restaurants						SLU	SLU		
Dry Cleaners					P	P	P		P
Electronic Data Processing Centers							P	P	
Fast Food Restaurants w/o drive- through						SLU	SLU	SLU	

Firearms sales establishments							SLU		
Hotels (Full Service)							SLU		P
Indoor Commercial Recreation						SLU	SLU/ <i>P</i>		P
Kennel, Commercial							SLU		P
Liquor, Beer and Wine Sales							SLU		
Massage Businesses							SLU/ <i>P</i>		
Medical and Dental Laboratories						P	P		
Medical and Dental Offices and Clinics				P	P	P	P		
Mortuaries						P	P		
Motels							SLU		
New and Used Vehicle Sales (Indoor)							SLU		
New and Used Vehicle Sales (Outdoor)							SLU		
Nursery Schools, Day Nurseries and Child/Adult Care Centers	SLU	SLU	SLU	SLU	SLU	SLU	P		P
Office Equipment - Sales and Service						P	P		
Open Air Businesses						SLU	SLU		
Pawnshops							SLU		
Personal Service Establishments					P	P	P		P
Professional and Financial Services						P	P		P
Professional Offices				P		P	P		P
Public Utility Offices w/o storage yards				P		P	P	P	
Retail Reproduction Services						P	P	P	P
Retail Businesses (Convenience)					P	P	P	SLU	P
Retail (within enclosed building)						P	P		P

Secondhand Stores						SLU	SLU		
Showrooms and Workshops						P	P	P	
Specially designated distributor (SDD)							SLU		
Specially designated merchant (SDM).							SLU		
Standard Restaurants						P	P	SLU	P
Substance Abuse Rehabilitation Clinics							SLU		
Tattoo Establishments						SLU	SLU		
Temporary Pop-Up Retail Commercial Use						P	P		P
Vehicle Wash Establishments							SLU		
Veterinary Hospitals and Clinics						P	P		
Industrial Land Use Types									
Automobile or other machinery assembly plants								SLU	
Automobile and Vehicle Repair (Major), including Collision, Transmission and Undercoating Shops								SLU	
Canning Factories								SLU	
Central Dry Cleaning Plants (no retail permitted)								P	
Greenhouse and Similar Uses								SLU	
Laboratories								P	
Lumber and Planing Mills								SLU	
Manufacturing and Assembly Operations (enclosed; not including large stampings)								P	

Metal Plating and Similar Uses								SLU	
Metal Stamping and Similar Uses								SLU	
Painting and Varnishing Shops								SLU	
Reproduction Plants								P	
Research and Development Facilities							SLU	P	
Self-Service Storage Facilities							SLU	P	
Sign Repair/Manufacturing								P	
Storage Yards for Public Utilities								P	
Storage Facilities for Building Materials, Contractor's Equipment, Open Storage and Junk Yards								SLU	
Trade or Industrial Schools								P	
Truck and Terminal Facilities								P	
Utility and Public Service Buildings w/o storage yards		SLU	SLU	P	SLU	P	P	P	
Vehicle and Machinery Assembly Plants								SLU	
Warehouse and Wholesale Businesses								P	
Miscellaneous Land Use Types									
Accessory Buildings and Structures	P	P	P	P	P	P	P	P	
Accessory Businesses				P	P	P	P	P	P
Accessory Uses				P	P	P	P	P	
Agricultural (5+ acres)	P	P	P						

Amateur Radio Antenna	SLU	SLU	SLU	SLU	SLU	SLU	SLU	SLU	
Automobile Parking	P	P	P	P	P	P	P	P	P
Electric Transformer Stations w/o storage yards						SLU	P	P	
Gas Regulator Stations w/o storage yards						SLU	P	P	
<u>Medical Marijuana Cultivation Facility</u>								<u>SLU</u>	
Medical Marijuana Provisioning Center					SLU	SLU	SLU		SLU
Medical Marijuana <u>Processing</u> Facility								SLU	
<u>Medical Marijuana Testing Facility</u>								<u>SLU</u>	
<u>Medical Marijuana Transportation Facility</u>								<u>SLU</u>	
Telephone Exchanges w/o storage yards						SLU	P	P	
Temporary Buildings for Construction	P	P	P						
Water and Sewage Pumping Stations w/o storage yards						SLU	P	P	
Wireless Towers and Antennas							SLU	SLU	
Notes: P = Permitted Use, SLU = Special Land Use									

§ 155.048 M-1 LIGHT INDUSTRIAL DISTRICT.

(A) Intent. The M-1 Light Industrial District intends to provide locations for planned industrial development, including planned industrial park subdivisions. Permitted activities or operations shall produce no external impacts that are detrimental in any way to other uses in the district or to properties in adjoining districts. Accordingly, light industrial, research, and related office uses permitted in this district should be fully contained within well-designed buildings on amply landscaped sites, with adequate off-street parking and loading areas, and with no outside storage. Heavy industrial uses, such as those involving the processing of raw material for shipment in bulk form to be used at another location, shall not be permitted in this district.

(B) Principal uses permitted. The following regulations shall apply to M-1 Districts, and no building, structure or premises, except as otherwise provided in this chapter, shall be erected,

altered or used except for one or more of the following uses:

(1) Any of the following uses when the manufacturing, compounding or processing is conducted wholly within a completely enclosed building. Open storage facilities for materials or equipment shall be located in rear or side yards and totally obscured by a masonry wall on those sides abutting R-1A through R-1C, RM, RM-1, O-1, B-1, B-2 and B-3 Districts, and from view of any public land or thoroughfare. In M-1 Districts the extent of such wall may be determined by the Planning Commission on the basis of usage. Such wall shall conform to the standards established in § 155.074, Walls, and shall meet the requirements of §§ 155.071 through 155.081, General Development Standards.

(a) The manufacture, compounding, processing, packaging or treatment of such products as: bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware and cutlery; and tool, die, gauge and machine shops.

(b) The manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals or stones, sheet metal (excluding large stampings such as automobile fenders or bodies), shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills) and yams.

(c) The manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas.

(d) Manufacture of musical instruments, toys, novelties and metal or rubber stamps, or other small molded rubber products.

(e) Manufacture or assembly of electrical appliances, electronic instruments and devices radios, and phonographs.

(2) Laboratories, experimental, film or testing.

(3) Manufacture and repair of electric or neon signs, light sheet metal products, including heating and ventilating equipment, cornices, eaves and the like.

(4) Warehouse and wholesale establishments and truck terminal facilities.

(5) Self-service storage facilities.

(6) Reproduction plants, which may include accessory retail operations.

(7) Central dry cleaning plants or laundries, which shall not offer storefront service or in any other manner interact with the general public as a retail laundromat or dry cleaner service.

(8) All public utilities, including buildings, necessary structures, storage yards and other related uses.

(9) Trade or industrial schools.

(10) Private clubs, fraternal organizations and lodge halls, subject to the requirements of § 155.218.

(11) Electronic data processing or computer centers.

(12) Offices, showrooms or workshops of an electrician, decorator, dressmaker, tailor, baker, painter, upholsterer, or an establishment doing radio or home appliance repair, photographic reproduction or similar use.

(13) Accessory structures and uses customarily incident to the above permitted uses, provided that they shall be designed and located as permitted in §§ 155.071 through 155.081, General Development Standards.

(14) Non-accessory freestanding signs, provided all signs meet the requirements of §§ 155.231 through 155.252.

(15) Other uses of a similar and no more objectionable character to those principal uses

permitted.

- (16) Utility and public service buildings without storage yards.
- (17) Automobile parking space to be provided as required in §§ 155.071 through 155.081, General Development Standards.
- (18) Trade schools.
- (19) Truck or terminal facilities.
- (20) Bus Passenger Station

(C) Special Land Uses. The following uses shall be permitted, subject to the conditions set forth in this subchapter, §§ 155.111 through 155.142, Special Conditions and Land Use Standards and all applicable codes and ordinances set forth in this chapter and other codes and regulations hereinafter imposed for each use. The following uses are subject further to the review and approval of the Planning Commission per standards set forth in this chapter:

(1) Convenience services which in the opinion of the Planning Commission intend to serve the daily needs of persons working in the M-1 District. Such uses include restaurants or other places serving food or beverage, except those having the character of drive-ins, automobile service stations, newsstands and tobacco shops.

(2) Major and minor vehicle repair centers, painting and varnishing shops, undercoating shops.

(3) Lumber and planing mills.

(4) Automobile or other machinery assembly plants.

(5) Canning factories (but not including slaughtering or rendering).

(6) Storage facilities for building materials, sand, gravel, stone, lumber, open storage or construction contractor's equipment and supplies, provided such is enclosed within a building or within an obscuring wall on those sides abutting R-1A through R-1 C, R-2, RM, RM-1, O-1, B-1, B-2, or B-3 Districts and on any front yard abutting public land or thoroughfare. In M-1 Districts the extent of such wall may be determined by the Planning Commission on the basis of usage. Such wall shall be not less than four and one-half feet in height and may, depending upon land usage, be required to be eight feet in height, and shall be subject further to the requirements of §§ 155.071 through 155.081. Junk yards, when permitted, shall be entirely enclosed within an obscuring masonry wall six feet in height on all sides of sufficient strength to serve as a retaining wall. All applications for junk yards must receive the approval of the Mayor and the City Council as prescribed in §§ 155.271 through 155.275, Powers and Duties of Boards, Commissions and Departments.

(7) Metal plating, buffing and polishing, subject to appropriate measures to control the type of process to prevent noxious results and/or nuisances.

(8) Metal working, stamping, punching or pressing machines, subject to appropriate measures to control the type of process to prevent noxious results and/or nuisances.

(9) Greenhouse and florist operations involving the growing, wholesaling and/or retailing of plant materials.

(10) Other uses of a similar and no more objectionable character, and which will not be injurious or have an adverse effect on adjacent areas, and may therefore be permitted subject to such conditions, restrictions and safeguards as may be deemed necessary in the interest of public health, safety and welfare.

(11) Amateur radio antenna, subject to regulations of §§ 155.211 through 155.217, Wireless Communication Towers and Antennas.

(12) Wireless towers and antennas, subject to the requirements of §§ 155.211 through

155.217, Wireless Communication Towers and Antennas.

(13) Greenhouses.

(14) Manufactured housing communities, subject to requirements of § 155.140.

(15) Charitable gaming room customarily accessory to a use permitted (principal or subject to Special Land Use) in the M-1 District such as a fraternal organization or lodge hall subject to the regulations of § 155.145.

(16) Medical marijuana cultivation facilities subject to the regulations of § 155.021 (Conflict of laws and prohibited land uses).

(17) Medical marijuana processing facilities subject to the regulations of § 155.021 (Conflict of laws and prohibited land uses).

(18) Medical marijuana testing facilities subject to the regulations of § 155.021 (Conflict of laws and prohibited land uses).

(19) Medical marijuana transportation facilities subject to the regulations of § 155.021 (Conflict of laws and prohibited land uses).

(D) Area and bulk requirements. Requirements limiting the height and bulk of buildings, the minimum size of lot permitted by land use, maximum density permitted, and minimum yard setbacks are set forth in § 155.061.

(Ord. 792, passed 12-3-01; Am. Ord. 836, passed 2-21-11; Am. Ord. 838, passed 8-15-11; Am. Ord. 852, passed 3-16-15)

§ 155.146 STANDARDS FOR ALL MEDICAL MARIJUANA FACILITIES.

(A) The medical use of marijuana shall comply at all times and in all circumstances with the Michigan Medical Marijuana Act, Medical Marijuana Facilities Licensing Act, State of Michigan regulations for the transfer of medical marijuana, and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.

(B) A state license and local business license is required for all medical marijuana facilities.

~~(C) Facilities shall have a minimum three hundred foot radius, measured as the shortest distance from building to building, to any structure in residentially zoned districts, and a minimum 500 foot radius, measured as the shortest distance from building to building to any library, church, child care center, licensed day care facility, preschool program center, primary, intermediate or secondary school, or like facility.~~

(D) Smoking and/or use of medical marijuana shall be prohibited at medical marijuana facilities.

~~(E) All activity related to the Medical Marijuana Facilities shall be done indoors.~~

~~(F) All Permit Holders must ensure that any water emanating from the permitted facility meets or exceeds all applicable state and local environmental standards.~~

(G) A security plan approved by the City Police Chief. Security cameras shall be installed and maintained; and are subject to approval by the City Police Chief. All security cameras shall have a minimum resolution of 1080p, and at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company.

(H) Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.

(I) The premises shall be open for inspection upon request by the Building Official the Fire

Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.

(J) Quarterly inspections may be made by the City Official's designee to confirm the facility is operating in accordance with applicable laws including, but not limited to, State Law and City Ordinances.

(K) Any medical marijuana facilities shall not have exterior signage using the word "marijuana" and/or "marijuana" or any other word, phrase or picture commonly understood to refer to marijuana. Neon signs and non-functional decorative lighting shall be prohibited. Sign(s) shall be posted stating that "No loitering is permitted" on such property.

(L) If the medical marijuana facility ceases operation for a length of time of six months or greater, the Special Land Use shall expire.

~~(M) Application for a Medical Marijuana Facilities License shall be made to the City Clerk upon application forms provided by the Clerk for Medical Marijuana Facilities License and signed by the applicant verifying the truth and accuracy of all information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the City Council.~~

§ 155.148 MEDICAL MARIJUANA PROVISIONING CENTERS

~~(A) The medical use of marijuana shall comply at all times and in all circumstances with the Michigan Medical Marijuana Act, State of Michigan regulations for the transfer of medical marijuana, and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.~~

(B) A provisioning center shall not be located within a five hundred (500) foot radius of a school, measured as the shortest distance from building to building.

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

(D) A provisioning center shall not share office space with a physician.

~~(E) Smoking and/or use of medical marijuana shall be prohibited at the provisioning center.~~

(F) Growing, cultivating, manufacturing, or processing of medical marijuana is prohibited.

(G) All activity related to the provisioning center shall be done indoors.

~~(H) Security cameras shall be installed, maintained and approved by the City Police Chief. All security cameras shall have at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company.~~

(I) Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.

~~(J) The premises shall be open for inspection upon request by the Building Official the Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.~~

~~(K) Quarterly inspections may be made by the City Official's designee to confirm the provisioning center is operating in accordance with applicable laws including, but not limited to,~~

~~State Law and City Ordinances.~~

~~(L) Any medical marijuana provisioning center shall not have exterior signage using the word "marijuana" and/or "marijuana" or any other word, phrase or picture commonly understood to refer to marijuana. Neon signs and non-functional decorative lighting shall be prohibited. Sign(s) shall be posted stating that "No loitering is permitted" on such property.~~

(M) Any medical marijuana provisioning center shall maintain a log book and/or database identifying by date the amount of medical marijuana on the premises for each qualifying patient/caregiver, keeping the qualifying patient and caregiver information confidential. This log shall be available to law enforcement personnel to confirm that the medical marijuana provisioning center does not have more medical marijuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of medical marijuana at the facility. The facility shall maintain the confidentiality of qualifying patients in compliance with the Michigan Medical Marijuana Act, as amended, and applicable State of Michigan rules and regulations.

~~(N) If the provisioning center ceases operation for a length of time of six months or greater, the Special Land Use use shall expire.~~

(O) Provisioning center drive-through facilities shall be prohibited.

(P) All medical marijuana shall be contained within the main building in an enclosed, locked facility.

(Q) Application for a Medical Marijuana Provisioning Center License shall be made to the City Clerk upon application forms provided by the Clerk for Medical Marijuana Provisioning Center License and signed by the applicant verifying the truth and accuracy of all information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the City Council.

(R) The sale, consumption, or use of alcohol or tobacco products on the premises shall be prohibited at the provisioning center.

§ 155.150 MEDICAL MARIJUANA PROCESSING FACILITIES.

(A) Processing facilities shall have a minimum three hundred-foot radius, measured as the shortest distance from building to building, to any structure in residentially zoned districts, and a minimum 500 foot radius, measured as the shortest distance from building to building to any library, church, child care center, licensed day care facility, preschool program center, primary, intermediate or secondary school, or like facility.

(B) All medical marijuana shall be contained indoors within the main building in an enclosed, locked facility.

(C) All Permit Holders must ensure that any water emanating from the permitted facility meets or exceeds all applicable state and local environmental standards.

(D) Application for a Medical Marijuana Processing Facilities License shall be made to the City Clerk upon application forms provided by the Clerk for Medical Marijuana Processing Facilities License and signed by the applicant verifying the truth and accuracy of all information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the City Council.

§ 155.151 MEDICAL MARIJUANA TESTING FACILITIES.

(A) Testing facilities shall have a minimum 500 foot radius, measured as the shortest distance from building to building to any child care center, licensed day care facility, preschool program center, primary, intermediate or secondary school, or like facility.

(B) All testing facilities shall have a secured laboratory space that cannot be accessed by the general public.

(C) All medical marijuana shall be contained indoors within the main building in an enclosed, locked facility.

(D) All Permit Holders must ensure that any water emanating from the permitted facility meets or exceeds all applicable state and local environmental standards.

(E) Application for a Medical Marijuana Testing Facilities License shall be made to the City Clerk upon application forms provided by the Clerk for Medical Marijuana Testing Facilities License and signed by the applicant verifying the truth and accuracy of all information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the City Council.

§ 155.152 MEDICAL MARIJUANA TRANSPORTATION FACILITIES.

(A) All medical marijuana shall be stored indoors within the main building in an enclosed, locked facility when not actively in transit.

(B) Application for a Medical Marijuana Transportation Facilities License shall be made to the City Clerk upon application forms provided by the Clerk for Medical Marijuana Transportation Facilities License and signed by the applicant verifying the truth and accuracy of all information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the City Council.

§ 155.153 MEDICAL MARIJUANA CULTIVATION FACILITIES.

(A) Cultivation facilities shall have a minimum three hundred-foot radius, measured as the shortest distance from building to building, to any structure in residentially zoned districts, and a minimum 500 foot radius, measured as the shortest distance from building to building to any library, church, child care center, licensed day care facility, preschool program center, primary, intermediate or secondary school, or like facility.

(B) All activity related to the Medical Marijuana Cultivation Facilities shall be done indoors.

(C) All Permit Holders must ensure that any water emanating from the permitted facility meets or exceeds all applicable state and local environmental standards.

(D) Application for a Medical Marijuana Cultivation Facilities License shall be made to the City Clerk upon application forms provided by the Clerk for Medical Marijuana Cultivation Facilities License and signed by the applicant verifying the truth and accuracy of all information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the City Council.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: August 29, 2017

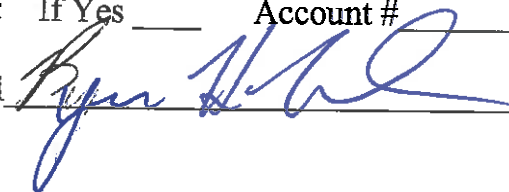
From: Felicia Rutledge, City Clerk/Chief of Staff

Date for Council's Consideration: September 5, 2017

ACTION REQUESTED: Consideration and authorization to approve the Metro Act Permit from MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission for access to an ongoing public right away as part of the Michigan Metropolitan Extension Telecommunications Rights-of Way Oversight Act.

Current Action _____ Emergency _____ Future X

Funds Budgeted: If Yes _____ Account # _____ No _____

Mayor's Approval 

BACKGROUND:

On March 14, 2002 three bills were signed into law to stimulate the availability of affordable high-speed Internet connections. Act 48 of the Public Acts of 2002 creates a body called the Michigan Metropolitan Extension Telecommunication Rights-of-Way Oversight (METRO) Authority, whose purpose is to assist telecommunication providers cut through red tape and obtain permits without having to pay excessive fees or endure unnecessary delays. The act is designed to bring substantial funds to assist in managing and maintaining your public rights-of-way and reduce conflicts with telecommunications providers. All providers will be subject to the fee. When fully implemented, providers will pay an annual maintenance fee of five cents per linear foot. These funds – estimated at between \$25 and \$30 million per year – will be distributed to local governments on a formula basis.

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission has paid their \$500.00 application fee as part of Act 48. The provider will also pay a 5 cents per each linear foot of public right-of-way occupied by their facilities to the Michigan Metro Authority. The Michigan Metro Authority will then disburse fees to municipalities based on a format according to the Metro Act.

SCOPE OF SERVICES

The installation for Fiber will be deployed to provide wireline, fiber-based high speed telecommunications services to existing and new small, medium and large business (enterprise) customers.

In addition, Verizon Access Transmission Services will also deploy fiber to wireless facilities.

The fiber facilities will not be used to offer wireline residential services such as home phone or cable television services.

Fiber-optic cable will be installed within the right-of-way (underground within conduit or aerial on poles).

Verizon Access Transmission Services does not seek permission through this Metro Act Permit Application to construct or install wireless facilities. Verizon Wireless may separately seek approval in conformance with applicable law to site wireless facilities.

JUSTIFICATION:

Essential elements include:

- An annual maintenance fee will be assessed each year on all telecommunications providers. The fee will be two cents per linear foot of public right-of-way used for the first five months and five cents thereafter.
- Municipalities may decide to either "opt in" or "opt out" of the distribution provisions. A municipality that chooses to opt out may be able to continue to enforce its existing permit agreements with telecom providers. The choice to opt out, however, may be permanent. Those that elect to opt in must amend their existing permits/franchise agreements by December 31, 2003.
- Municipalities may use fees generated under the provisions of the act only for right-of-way purposes. Traditional cable franchise fees remain in place. (The Federal Communications Commission (FCC) recently ruled that cable modem service revenue should not be subject to a municipal cable franchise fee.)
- Standardized "safe harbor" permit and application forms must be used. Municipalities must act on a permit application within 45 days of application, as opposed to the previous 90-day limit. There is a one-time \$500 application fee that telecom providers who apply for a permit must pay. (This does not apply to SBC/Ameritech and some other phone companies.)
Of the first \$30 million in fee revenue collected annually, 75 percent will be distributed to cities and villages using a distribution formula based on the same formula used for state trunk line highway funds (Act 51). The other 25 percent will be distributed to townships based on linear feet of public rights-of-way in each township. Revenues in excess of \$30 million per year, including as a result of construction of new facilities, will be distributed to local governments on the basis of new linear feet of rights-of-way used, but weighted to recognize underground lines and lines in population centers.
- Municipalities will have to implement financial systems to track the use and application of funds received from the METRO Authority, and be prepared to file an annual report.

PROJECT IMPROVEMENTS:

Improve and promote the image of the City of Inkster.
Improve the way city business is conducted.

COST

A \$500.00 application fee has been paid to the city. The city will receive additional monies from the Michigan Metro Authority based on a formula for municipalities.

PROJECTED TIME TABLE:

If passed by City Council, MCImetro plans to begin installation around October/November.

RESOLUTION:

Authorization and approval is hereby given for the approval of the Metro Act Permit from MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission for access to an ongoing public right away as part of the Metropolitan Extension Telecommunications Rights-of Way Oversight Act.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Manoj Devdas
Franchise & Right-of-Way Group

verizon
Mail Code: HQE02E85
600 Hidden Ridge
Irving, TX 75038
work: 972-457-8341
cell: 940-441-2272
manoj.devdas@verizon.com

August 2, 2017
City of Inkster

Felicia Rutledge – City Clerk
26215 Trowbridge
Inkster, MI 48141
Subject: METRO ACT PERMIT

Dear Felicia:

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services requests the City grant it a Bilateral Permit under the METRO Act. Verizon Access Transmission Services is seeking use of the public right-of-way to install fiber-optic facilities, as described further below.

Enclosed are three (3) copies of the application along with a check for \$500 to cover the application fee. The METRO Act states that “A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way.” MCL 484.3115(3).

Below is more background on Verizon Access Transmission Service’s planned fiber project:

- Fiber will be deployed to provide wireline, fiber-based high speed telecommunications services to existing and new small, medium and large business (enterprise) customers.
- The fiber facilities will not be used to offer wireline residential services such as home phone or cable television services.
- Fiber-optic cable will be installed within the right-of-way (underground within conduit or aerial on poles).
- In addition to installing fiber for small, medium, and large business customers, Verizon Access Transmission Services will also deploy fiber to wireless facilities.
- Verizon Access Transmission Services does not seek permission through this Metro Act Permit Application to construct or install wireless facilities. Verizon Wireless may separately seek approval in conformance with applicable law to site wireless facilities.

The route map of the existing and proposed facilities required in Section 2.3 of the application is shown in Exhibit 1. Final design of the facilities has not been completed, thus the route map is high level and subject to change. Specific design details (e.g., aerial vs. buried, which side of the street, linear footage) will be provided during the construction permit stage.

The following exhibits are also attached:

- Exhibit 2 – MPSC order approving MCI metro's license to provide basic local exchange service
- Exhibit 3 – Certificate of Good Standing
- Exhibit 4 – Certificate of Insurance

If you have any questions regarding the application, please give me a call at 972-457-8341 or email me at manoj.devdas@verizon.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'MDX' with a stylized flourish at the end.

Manoj Devdas

Attachments

METRO Act Permit Application Form
Revised February 2, 2015

City of Inkster
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission
Services
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act--Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

City of Inkster
Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: August 2, 2017

1.2 Applicant's legal name: MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services
Mailing Address: 600 Hidden Ridge Dr., HQE02E85
Irving, Texas 75038

Telephone Number: (703) 694-6050
Fax Number: (703) 886-4399
Corporate website: www.verizon.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Applicant Manager: Robert Hayes, Sr. Manager-Network Eng. & Ops.

Mailing Address: 600 Hidden Ridge Dr., HQE02E102
Irving, TX 75038
Telephone Number: (972) 457-7420
Fax Number: (972) 457-7253
E-mail Address: hayes.robert@verizon.com

Applicant Contact: Manoj Devdas, Franchise Specialist
Mailing Address: 600 Hidden Ridge Dr., HQE02E85
Irving, TX 75038
Telephone Number: (972) 457-8341
Fax Number: (972) 457-7253
E-Mail Address: manoj.devdas@one.verizon.com

1.3 Type of Entity: (Check one of the following)

- ☒ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Individual
☐ Other, please describe: _____

1.4 Assumed name for doing business, if any:

Verizon Access Transmission Services

1.5 Description of Entity:

Certified local telecommunications provider in the State of Michigan.

1.5.1 Jurisdiction of incorporation/formation; State of Delaware

1.5.2 Date of incorporation/formation; 05/21/1998

1.5.3 If a subsidiary, name of ultimate parent company;

Verizon Communications Inc.

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

George J. Fischer - President/CEO , Steven Tungentman - Secretary, and Scott Krohn - Treasurer

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

Applicant will provide annual report if necessary; see attached Exhibit 3 Certificate of Good Standing

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or No

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services holds a Certificate of Public Convenience and Necessity with the Michigan Public Service Commission

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

Applicant is certified local telecommunications provider in the State of Michigan. See attached Exhibit 2.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Applicant is providing competitive local exchange (voice and data) services, internet access services, private line services, wireless network fronthaul and backhaul transport and provision of facility access to third parties including conduit access and dark fiber.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route map showing applicant's proposed facilities is shown in Exhibit 1. Applicant can provide additional detail in the coming months as we finalize our high-level design and move in to the permitting stage of our project.

2.4 Please provide an anticipated or actual construction schedule.

Construction estimated to begin around November 2017 and phased-in over 3 years ending in mid-year 2020.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

Only MCImetro Access Transmission Services Corp.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

All existing facilities are operated and maintained by applicant's local staff identified in Sec. 3.3

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;
John Irving, Senior Technician, 21500 Melrose Ave, Southfield MI. 48075; (313) 220-8688 (office) john.t.irving@verizon.com.

3.2 Location of all records and engineering drawings, if not at local office;
Mark Wingate, Senior Manager, 400 International Parkway, Richardson, TX 75081; (469) 886-4230 (office), mark.wingate@one.verizon.com

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

John Irving, Senior Technician, 21500 Melrose Ave, Southfield MI. 48075; (313) 220-8688 (office) john.t.irving@verizon.com

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Certificate of Insurance in attached Exhibit 4.

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Henkels and McCoy

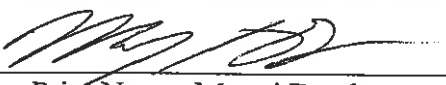
4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

NAME OF ENTITY ("APPLICANT")

MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services

August 2, 2017
Date

By: 
Type or Print Name: Manoj Devdas
Title: Franchise Specialist

S:\metroapplicationform.doc

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services
METRO Act Permit
City of Inkster, Michigan

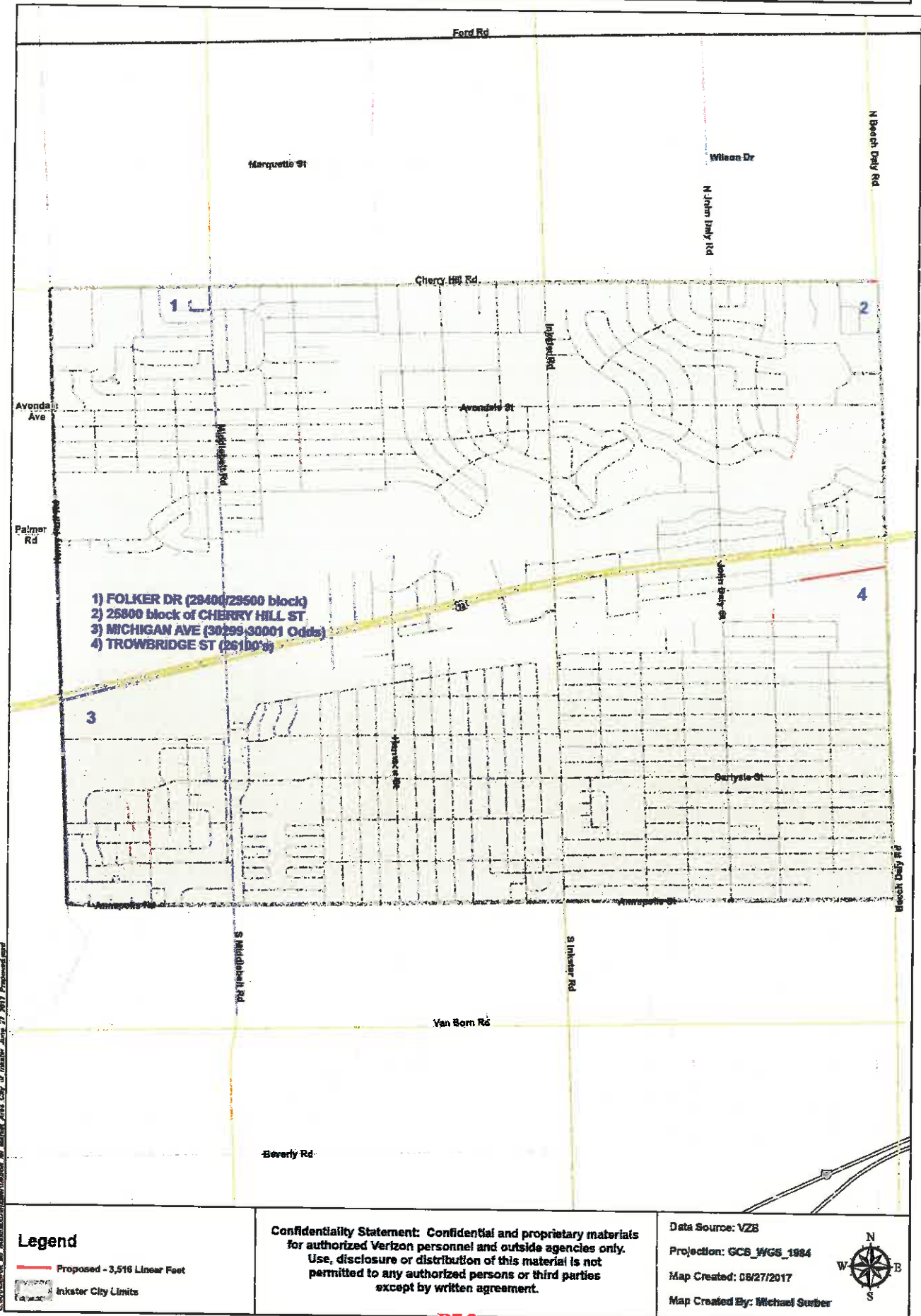


EXHIBIT 2

STATE OF MICHIGAN
Michigan Public Service Commission

I, Dorothy Wideman, Executive Secretary of the Michigan Public Service Commission, certify with the Michigan Public Service Commission seal, that the attached copy of the Order in Case No. U-11345 dated June 5, 1997,

in the matter of the application of
**MCImetro ACCESS TRANSMISSION
SERVICES, INC.**, to amend its license to
provide basic local exchange services in all
Michigan exchanges currently serviced by
Ameritech Michigan and GTE North
Incorporated,

is a true and complete copy of the original.

**Sealed and signed at Lansing,
Michigan, on December 10, 1998**


Executive Secretary
Dorothy Wideman

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
MCIMETRO ACCESS TRANSMISSION SERVICES,)
INC., to amend its license to provide basic local)
exchange services in all Michigan exchanges)
currently serviced by Ameritech Michigan and)
GTE North Incorporated.)
_____)

Case No. U-11345

At the June 5, 1997 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. John G. Strand, Chairman
Hon. John C. Shea, Commissioner
Hon. David A. Svanda, Commissioner

OPINION AND ORDER

On March 21, 1997, MCImetro Access Transmission Services, Inc., (MCI) filed an application to expand its license to provide basic local exchange service, pursuant to the Michigan Telecommunications Act, MCL 484.2101 et seq.; MSA 22.1469(101) et seq. MCI proposes to provide service to customers in all Michigan exchanges currently served by Ameritech Michigan and GTE North Incorporated (GTE), including those exchanges that GTE proposed to transfer to PTI Communications of Michigan, Inc.

On March 24, 1997, the Commission directed MCI to publish a notice of opportunity to comment in newspapers of general circulation in MCI's proposed service area. The Commis-

sion Staff was the only party to file comments. It noted a concern, but does not oppose the granting of the application.

The Commission FINDS that:

a. Jurisdiction is pursuant to 1991 PA 179, as amended by 1995 PA 216, MCL 484.2101 et seq.; MSA 22.1469(101) et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; MSA 3.560(101) et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1992 AACCS, R 460.17101 et seq.

b. Amending MCI's license to provide basic local exchange service is in the public interest.

c. MCI should continue to be bound by the regulatory requirements for basic local exchange service set forth in the Commission's March 29, 1995 order in Case No. U-10610.

THEREFORE, IT IS ORDERED that:

A. The license of MCImetro Access Transmission Services, Inc., to provide basic local exchange service is amended to include all Michigan exchanges currently served by Ameritech Michigan and GTE North Incorporated.

B. MCImetro Access Transmission Services, Inc., shall continue to be bound by the regulatory requirements for basic local exchange service set forth in the Commission's order in Case No. U-10610.

C. Before commencing service, MCImetro Access Transmission Services, Inc., shall submit its tariff to reflect the scope of the services that it will offer.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26; MSA 22.45.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ John G. Strand
Chairman

(S E A L)

/s/ John C. Shea
Commissioner

/s/ David A. Svanda
Commissioner

By its action of June 5, 1997.

/s/ Dorothy Wideman
Its Executive Secretary

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the APPLICATION FOR CERTIFICATE OF AUTHORITY

for

MCIMETRO ACCESS TRANSMISSION SERVICES CORP.

ID NUMBER: 60987W

received by facsimile transmission on December 5, 2016 is hereby endorsed.

Filed on December 9, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



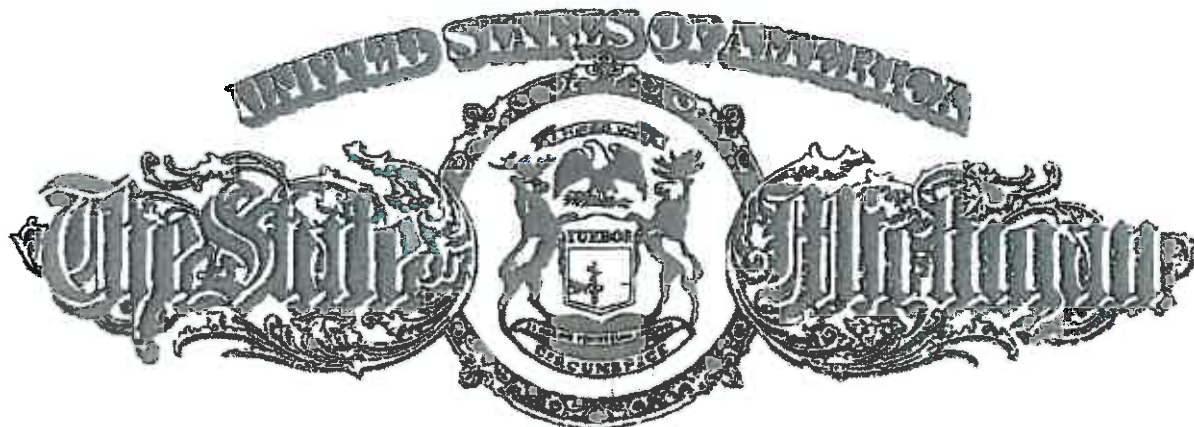
Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of December, 2016.

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

EXHIBIT 3



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

MCIMETRO ACCESS TRANSMISSION SERVICES CORP.

a(n) DELAWARE profit corporation, was validly authorized on December 9, 2016, to transact business in Michigan, and that said corporation holds a valid certificate of authority to transact business in this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business in this state any business of the character set forth in its application which a domestic corporation formed under this act may lawfully conduct

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States



Sent by Facsimile Transmission
1436722

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 27th day of February, 2017.

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

EXHIBIT 4



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA		CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:													
INSURED MCImetro Access Transmission Services Corp. 1095 Avenue of the Americas New York NY 10036 USA		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: National Union Fire Ins Co of Pittsburgh</td><td>NAIC # 19445</td></tr><tr><td>INSURER B: New Hampshire Ins Co</td><td>23841</td></tr><tr><td>INSURER C: American Home Assurance Co.</td><td>19380</td></tr><tr><td>INSURER D: Illinois National Insurance Co</td><td>23817</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: National Union Fire Ins Co of Pittsburgh	NAIC # 19445	INSURER B: New Hampshire Ins Co	23841	INSURER C: American Home Assurance Co.	19380	INSURER D: Illinois National Insurance Co	23817	INSURER E:		INSURER F:	
INSURER A: National Union Fire Ins Co of Pittsburgh	NAIC # 19445														
INSURER B: New Hampshire Ins Co	23841														
INSURER C: American Home Assurance Co.	19380														
INSURER D: Illinois National Insurance Co	23817														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 570067369971** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	BUSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ GL includes X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			GL5196564	06/30/2017	06/30/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$5,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$5,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$5,000,000</td></tr></table>	EACH OCCURRENCE	\$5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$5,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$5,000,000
EACH OCCURRENCE	\$5,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000																		
MED EXP (Any one person)	\$10,000																		
PERSONAL & ADV INJURY	\$5,000,000																		
GENERAL AGGREGATE	\$5,000,000																		
PRODUCTS - COMP/OP AGG	\$5,000,000																		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 286-73-91 AOS CA 286-73-92 MA CA 286-73-93 VA	06/30/2017	06/30/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						<table border="1"><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC063724385 AOS WC063724388 NH	06/30/2017	06/30/2018	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
☒ PER STATUTE ☐ OTHER																			
E.L. EACH ACCIDENT	\$1,000,000																		
E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes: MCImetro Access Transmission Services Corp. dba Verizon Access Transmission Services. City of Inkster is included as Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies shall apply as Primary and Non-Contributory Insurance to each Additional Insured listed herein. The above-referenced General Liability policy shall cover the tort liability of the Certificate Holder assumed under the underlying agreement between parties for which the certificate has been issued.

CERTIFICATE HOLDER**CANCELLATION**City of Inkster
Attn: Felicia Rutledge - City Clerk
26215 Trowbridge
Inkster MI 48141 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED MCimetro Access Transmission	
POLICY NUMBER See Certificate Number: 570067369971			
CARRIER See Certificate Number: 570067369971	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC063724384 CA	06/30/2017	06/30/2018		
D		N/A		WC063724386 FL	06/30/2017	06/30/2018		
B		N/A		WC063724387 ME	06/30/2017	06/30/2018		
B		N/A		WC063724383 NJ, NY, TX, VA	06/30/2017	06/30/2018		
B		N/A		WC063724389 MA, ND, OH, WA, WI, WY	06/30/2017	06/30/2018		



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): 800-363-0105 E-MAIL ADDRESS:
INSURED Verizon Communications Inc. 1095 Avenue of the Americas New York NY 10036 USA	INSURER(S) AFFORDING COVERAGE INSURER A: AIG Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 26883

COVERAGES**CERTIFICATE NUMBER: 570067370301****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION ☐ OCCUR ☐ CLAIMS-MADE							EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Env Site Liab				PLS9996671	12/01/2015	12/01/2020	Occurrence Aggregate \$500,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured includes: MCImetro Access Transmission Services Corp. dba Verizon Access Transmission Services. City of Inkster is included as Additional Insured with respect to the Pollution Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF INKSTER Attn: Felicia Rutledge - City Clerk 26215 Trowbridge Inkster MI 48141 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: August 28, 2017

From: Jerome Bivins, DPS Director

Date for Council's Consideration: September 5, 2017

ACTION REQUESTED: Authorize the administration to execute a contract with CPI Excavating, Inc. for the Infrastructure Repair Program Grant Award to the City through the Financially Distresses Cities, Villages, and Townships Grant Agreement to repair and replace fire hydrants.

Current Action ☒ X Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # _____ No ☐ N/A ☐
Mayor's Approval By *[Signature]*

BACKGROUND:

The City of Inkster received an award letter dated April 14, 2015 from the State Treasurer office informing the City that we had been awarded an Infrastructure Grant under the Financially Distresses Cities, Villages, and Townships Grant Agreement. Under this grant we requested \$150,000.00 dollars to repair and replace fire hydrants within the boundaries of the City. Under the award letter, the work must be performed beginning October 1, 2014 and completed by June 30, 2019. There was some work done in 2016 by a contractor the pervious Fire Chief had selected. Due to unforeseen circumstances the contractor was not able to meet their obligations to the City. The Administration is therefore requesting that this council accept the quote from CPI Excavating, Inc. to perform this task and approve the attached contract. The following bids were received:

1. CPI Excavating, INC- \$22,250.00
2. RJ&J Enterprise INC.- \$27,889.30
3. Bidigare Contractors, INC- \$45,750.00

SCOPE OF SERVICES:

To use the Infrastructure Grant awarded to the City for \$150,000.00 dollars for the repairs and replacement of fire hydrants with the boundaries of the City limits.

JUSTIFICATION:

To repair and replace some of our current fire hydrants within the boundaries of the City limits.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

N/A

PROJECTED TIME TABLE:

Two to four weeks upon City Council approval

RESOLUTION:

Authorization is hereby given to administration to approve the contract with CPI Excavating, Inc. for the Infrastructure Repair Program Grant Award to the City through the Financially Distresses Cities, Villages, and Townships Grant Agreement.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

CPI Excavating, Inc.

BID SHEET

CONTRACTOR shall supply total price for each unit, and shall include labor, equipment, tools, materials (other than water main/hydrant parts), or any other item needed to complete the work. Restoration is the responsibility of the CONTRACTOR. Restoration to areas impacted by the work will be brought back to equal or better condition. CONTRACTOR is responsible for traffic control. Traffic control must meet the requirements and comply with the respective governing agency (MDOT, Wayne County, Inkster, etc.). CONTRACTOR is required to call MISS DIG for ALL areas of excavation and repairs.

The CITY OF INKSTER reserves the right to reject all or part of the unit items listed at the CITY OF INKSTER'S discretion.

1. Remove and Replace w/ Conversion Hydrant -	\$	<u>1800⁰⁰</u>	x 5	EACH	\$ 6000.00
2. Hydrant Valve Replacement -	\$	<u>2800⁰⁰</u>	x 1	EACH	\$ 2800.00
3. Remove and Replace w/ EJ 5BR Hydrant -	\$	<u>2600⁰⁰</u>	x 3	EACH	\$ 7800.00
4. Excavate and Relocate/Reposition -	\$	<u>2350⁰⁰</u>	x 0	EACH	—
5. Hydrant Bonnet Bolt Replacement (DFD) -	\$	<u>2150⁰⁰</u>	x 2	EACH	\$ 4300.00
6. Remove and Replace Hydrant Bonnet -	\$	<u>200⁰⁰</u>	x 0	EACH	—
7. Exploratory Investigation (No Excavation) -	\$	<u>100⁰⁰</u>	x 4	EACH	\$ 400.00
8. Exploratory Investigation (w/ Excavation) -	\$	<u>1950⁰⁰</u>	x 0	EACH	—
9. Misc. Stem Repair and Appurtenances -	\$	<u>950⁰⁰</u>	x 1	EACH	\$ 950.00

It is the responsibility of the CONTRACTOR to visit each location and provide a unit cost for the necessary replacement or repair. It is the intent of the CITY OF INKSTER to provide all the necessary parts for repairs or replacements for the locations listed on the next page. The CITY OF INKSTER will make every attempt to make parts available at the time of repair or replacement. There may be special situations that arise.

If you have any questions regarding this project, locations, repairs, or anything else related to the project Bud Avery from the CITY OF INKSTER will be available by phone from 11:00am to 2:00pm on Thursday. Please feel free to call him at (313) 647-6007.

Request for Qualifications are due by 4:00pm on July 31, 2017 at the City Clerk's office.

Bids documents will be opened on August 7, 2017 at 10:00am at Inkster City Hall.

Total
\$ 22,250.00

RJ+J Enterprise Inc.

BID SHEET

CONTRACTOR shall supply total price for each unit, and shall include labor, equipment, tools, materials (other than water main/hydrant parts), or any other item needed to complete the work. Restoration is the responsibility of the CONTRACTOR. Restoration to areas impacted by the work will be brought back to equal or better condition. CONTRACTOR is responsible for traffic control. Traffic control must meet the requirements and comply with the respective governing agency (MDOT, Wayne County, Inkster, etc.). CONTRACTOR is required to call MISS DIG for ALL areas of excavation and repairs.

The CITY OF INKSTER reserves the right to reject all or part of the unit items listed at the CITY OF INKSTER'S discretion.

1. Remove and Replace w/ Conversion Hydrant -	\$ 1,030.40	X 5	EACH	\$ 5152.00
2. Hydrant Valve Replacement -	\$ 2,311.50	X 1	EACH	\$ 2311.00
3. Remove and Replace w/ EJ 5BR Hydrant -	\$ 5692.50	X 3	EACH	\$ 17077.50
4. Excavate and Relocate/Reposition -	\$ 3,091.20 (Within 6 Ft)	X 0	EACH	—
5. Hydrant Bonnet Bolt Replacement (DFD) -	\$ 386.40	X 2	EACH	\$ 772.80
6. Remove and Replace Hydrant Bonnet -	\$ 515.20	X 0	EACH	—
7. Exploratory Investigation (No Excavation) -	\$ NO Charge	X 4	EACH	\$ 0.00
8. Exploratory Investigation (w/ Excavation) -	\$ 460.00 an Hour	X 0	EACH	—
9. Misc. Stem Repair and Appurtenances -	\$ 2,576.00	X 1	EACH	\$ 2576.00

* These prices (bid) includes green belt restoration only. Concrete restoration will be additional.*

It is the responsibility of the CONTRACTOR to visit each location and provide a unit cost for the necessary replacement or repair. It is the intent of the CITY OF INKSTER to provide all the necessary parts for repairs or replacements for the locations listed on the next page. The CITY OF INKSTER will make every attempt to make parts available at the time of repair or replacement. There may be special situations that arise.

If you have any questions regarding this project, locations, repairs, or anything else related to the project Bud Avery from the CITY OF INKSTER will be available by phone from 11:00am to 2:00pm on Thursday. Please feel free to call him at (313) 647-8007.

Request for Qualifications are due by 4:00pm on July 31, 2017 at the City Clerk's office.

Bids documents will be opened on August 7, 2017 at 10:00am at Inkster City Hall.

Total
\$ 27,889.30

Bidigare
Contractors, Inc

BID SHEET

CONTRACTOR shall supply total price for each unit, and shall include labor, equipment, tools, materials (other than water main/hydrant parts), or any other item needed to complete the work. Restoration is the responsibility of the CONTRACTOR. Restoration to areas impacted by the work will be brought back to equal or better condition. CONTRACTOR is responsible for traffic control. Traffic control must meet the requirements and comply with the respective governing agency (MDOT, Wayne County, Inkster, etc.). CONTRACTOR is required to call MISS DIG for ALL areas of excavation and repairs.

The CITY OF INKSTER reserves the right to reject all or part of the unit items listed at the CITY OF INKSTER'S discretion.

1. Remove and Replace w/ Conversion Hydrant -	\$ 4,000.00 X 5 EACH \$20,000
2. Hydrant Valve Replacement -	\$ 3,000.00 X 1 EACH \$3000
3. Remove and Replace w/ EJ 5BR Hydrant -	\$ 4,000.00 X 3 EACH \$12,000
4. Excavate and Relocate/Reposition -	\$ 4,800.00 X 0 EACH
5. Hydrant Bonnet Bolt Replacement (DFD) -	\$ 2,500.00 X 2 EACH \$5000.00
6. Remove and Replace Hydrant Bonnet -	\$ 3,000.00 X 0 EACH
7. Exploratory investigation (No Excavation) -	\$ 1,000.00 X 4 EACH \$4000.00
8. Exploratory investigation (w/ Excavation) -	\$ 2,500.00 X 0 EACH
9. Misc. Stem Repair and Appurtenances -	\$ 1,750.00 X 1 EACH \$1750.00

It is the responsibility of the CONTRACTOR to visit each location and provide a unit cost for the necessary replacement or repair. It is the intent of the CITY OF INKSTER to provide all the necessary parts for repairs or replacements for the locations listed on the next page. The CITY OF INKSTER will make every attempt to make parts available at the time of repair or replacement. There may be special situations that arise.

If you have any questions regarding this project, locations, repairs, or anything else related to the project Bud Avery from the CITY OF INKSTER will be available by phone from 11:00am to 2:00pm on Thursday. Please feel free to call him at (313) 647-6007.

Request for Qualifications are due by 4:00pm on July 31, 2017 at the City Clerk's office.

Bids documents will be opened on August 7, 2017 at 10:00am at Inkster City Hall.

Total
\$ 45,750.00

REPAIR LOCATIONS

- 1. South East corner of Inkster Rd and Michigan Ave – DFD Replace with Conversion Hydrant**
- 2. 26051 Michigan Ave – DFD Replace with Conversion Hydrant**
- 3. South Side of Michigan Ave, 1st Hydrant East of Harrison – DFD Replace with Conversion Hydrant**
- 4. East Side of Inkster Rd between Florence and Penn – Hydrant Valve Replacement (Road closure needed)**
- 5. South East Corner of Sunningdale and Avondale – Replace with EJIW 5BR**
- 6. Lehigh and Moore – Investigate/Misc. Repairs**
- 7. Lehigh and Williams - Investigate/Misc. Repairs**
- 8. Lehigh and Henry - Investigate/Misc. Repairs**
- 9. Fox Between Carlisle and Andover - Investigate/Misc. Repairs**
- 10. Dartmouth 1st Hydrant East of Bayhan – Excavate (Straighten and Adjust)**
- 11. East of Huck Ct behind Inkster Pharmacy – Excavate/Relocate**
- 12. Henry Ruff 1st North of Railroad – Excavate and Investigate**
- 13. 26900 Michigan Ave (car wash) – Excavate and Investigate (5BR)**
- 14. John Daly 1st Hydrant North of Princeton – DFD Bonnet Bolt Replacement**
- 15. Shopping Center Henry Ruff and Cherry Hill – 5BR Replace Bonnet**
- 16. Southwest Corner Inkster Rd and Avondale – Remove and Replace 5BR Conversion**

CONTRACT FOR FIRE HYDRANT REPAIR AND REPLACEMENT

RECITALS:

WHEREAS, the City has issued a Request for Qualifications to provide services to the City to repair and replace various fire hydrants in the City of Inkster;

WHEREAS, CPI Excavating, Inc. has submitted the winning bid for the fire hydrant repair and replacement services; and

WHEREAS, the Parties desire to enter into a contract stating the terms and conditions under which CPI Excavating, Inc. will provide fire hydrant repair and replacement services to the City.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the City and Contractor agree as follows:

ARTICLE I - PARTIES TO AGREEMENT:

This Agreement is entered between the City of Inkster, through the Department of Public Services, hereinafter referred to as "City", and CPI Excavating, Inc., hereafter referred to as "Contractor", with its principal offices located at 42259 Irwin Dr., Harrison Twp., MI 48045, is effective upon execution by both Parties.

ARTICLE II – TERM

The term of this Contract shall be contingent upon the award of a grant to the City of an Infrastructure Grant for Financially Distresses Cities, Villages, and Townships Grant Agreement, which will be used for the repair and replacement of fire hydrants in Inkster. Such work will begin the week of September 11, 2017, and will be completed no later than June 30, 2019. This Contract will be terminated earlier if funds from the grant are no longer available.

ARTICLE III - WORK TO BE PERFORMED (Scope of Work):

The City hereby contracts with the Contractor, and except as otherwise provided herein, the Contractor agrees to provide and furnish all labor, material, tools, equipment, supervision and services necessary to properly execute and complete the work. The work shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid specifications and the Contractor's bid, all of which are attached as exhibits to this Agreement. The work of this contract will commence and be completed as described in Article II of this

Agreement. Otherwise the Contractor will be subject to liquidated damages in the amount of Five Hundred (\$500.00) dollars per day.

ARTICLE IV- TERMS INCORPORATED BY REFERENCE

This agreement incorporates the City's request for bids, the City's bid specifications, conditions and obligations, and the Contractor's bid as submitted by reference. Contractor shall be bound by the terms of the Agreement between City and Contractor and all Documents incorporated therein. In the event that there is a conflict between any of these documents and/or the general terms and conditions contained in this Agreement, the terms and conditions contained herein shall govern. The specific documents are attached as the following exhibits:

Bidders	Exhibit A:	Requests for Qualifications, and Special Instructions to
	Exhibit B:	CPI Excavating, Inc. response to proposal;
	Exhibit C:	Request for Council Action

ARTICLE V - COMPENSATION:

Contractor agrees that the quoted prices set forth in its bid shall be the unit prices used to compensate Contractor, unless modified in accordance with Article VII herein. The schedule of prices is located in Exhibit D to this Agreement.

ARTICLE VI - PAYMENTS:

A) INVOICES - The Contractor will be paid on a regular basis, no later than forty-five (45) days after receipt of proper invoices, certifications, and/or progress reports. All invoices shall be detailed to state personal names with occupations, hours worked on specific tasks, and rate per hour.

B) PAYMENT - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed, subject to 10% being withheld pending final completion and acceptance of the work.

C) FINAL PAYMENT - A final payment consisting of the unpaid balance of the contract price shall be made within ten (10) days after the following occurs: (a) full completion of the work by contractor, (b) final acceptance of the work by City.

ARTICLE VII - SPECIAL REQUIREMENTS:

A) SCHEDULE - Time is the essence of this Agreement. Contractor agrees to commence work under this Agreement after a pre-commencement meeting has been held and to punctually and diligently perform all parts of its work.

If the contractor is behind in the work hereunder, fails or refuses to supply sufficient workmen, or to deliver materials, services or equipment on schedule, and delays progress of the work; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete its work in accordance with the Progress Schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the contractor is to reimburse City for all costs associated with contractor's delay including any liquidated damages assessed against City.

ARTICLE VIII - CHANGES:

A) Definitions- Change Order: A written order signed and issued by the City Manager, directing the Contractor to make changes to the Scope of Work/Services Article of this Agreement.

Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement accomplished by mutual action of the parties to the Agreement.

- B) The City may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other costs of any nature.
- D) No action, conduct, omission, prior failure or course of dealing by the City shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the City and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE IX - SUBLETTING - ASSIGNMENT:

No part of this order, nor any interest or monies due therein, may be assigned, sublet or transferred without the City's written consent and/or approval of the assignment. Contractor is liable to City for all acts and omissions of its subcontractors, assignees or transferees.

ARTICLE X - TERMINATION:

City shall have the right to terminate this contract with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to anticipated profits.

ARTICLE XI - INDEMNITY AND RESPONSIBILITY:

Contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

- A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Contract and anything done thereunder.
- B) To protect, hold free and harmless defend and indemnify City including its including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of City, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this contract asserted after termination, for whatever reason.
- C) To warrant and guarantee the work and materials covered by this contract and agrees to make good, at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.
- D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.
- E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Contract. At any time before final settlement of adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which Contractor in this Agreement agrees to indemnify and save harmless the City.

ARTICLE XII - CLEAN-UP:

Contractor shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor account for all cost plus a 10% mark-up for overhead and profit.

ARTICLE XIII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XV- DEFAULT:

A) If the Contractor:

- 1) fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule as it may be modified;
- 2) causes stoppage or delay of, or interference with the project;
- 3) fails to promptly pay its subcontractors (if applicable), laborers, suppliers, materialmen and/or employees for work on the project;
- 4) fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- 5) fails to comply with the safety provisions of this Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- 6) makes unauthorized changes in supervisory personnel;
- 7) fails in the performance or observance of any of the provisions of this contract;
- 8) a) files a voluntary petition in bankruptcy or is adjudicated insolvent;
b) obtains an order for relief under Section 301 of the Bankruptcy Code;
c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver or liquidator of any of its assets or property;
e) makes an assignment for the benefit of creditors; or
f) makes a written admission of its inability to pay its debts as they became due.

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.

2) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder:

a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and

b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XVI- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to, the construction site, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.

B) Commercial General, Professional and Automobile Liability: in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by Contractor with respect to the Scope of Work/Services for the given Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.

C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above

requirements. Until evidence of conformity is received, services and related payments will be suspended.

D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

E) Bonds: The Contractor shall post all bonds required under the Request for Proposals, including performance bond, payment bond, and maintenance and guarantee bond.

ARTICLE XVII- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.

- C) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVIII--ARBITRATION

Contractor waives its rights to a jury trial for any dispute hereunder and instead agrees that any dispute between it and the city related in any way to this Agreement and scope of work shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association in effect at the time that the dispute arises. Venue shall be in Wayne County Michigan. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Any claim not submitted by written demand for arbitration served upon the City Clerk in accordance with the Michigan Court Rules shall be deemed waived if it is not filed within 90 days of the date on which the Contractor knew or should have known of the claim's existence.

ARTICLE XIX – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XX - GENERAL:

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other Agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents (i.e. RFSP), has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in

reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date first above written.

CITY OF INKSTER:

By: Byron Nolen
Its: Mayor
Dated: _____

By: Darin Carrington
Its: Treasurer
Dated: _____

Approved By Inkster City Council:
Resolution No: _____

Dated: _____

CONTRACTOR:
CPI Excavating, Inc.

By:
Its:
Dated: _____

Federal Tax ID#: 26-3463224

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: August 29, 2017

From: Adrianna Jordan
City Planner 

Date for Council Consideration: September 5, 2017

ACTION REQUESTED: Consider approval of a Special Land Use (SLU 17-09) for a Blood Plasma Collection Center located at 27445 Michigan Ave in the TCD (Town Center District) with the conditions noted per the recommendation of the Planning Commission. Lawrence Winokur (owner: Siswin Partners LLC) is the applicant.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval 

BACKGROUND INFORMATION

On Monday, August 28, 2017, the Planning Commission reviewed and recommended for approval the Special Land Use (SLU 17-09) for a Blood Plasma Collection Center in the TCD (Town Center District) located at 27445 Michigan Ave, subject to the conditions below. The associated Site Plan (SP 17-10) was approved with conditions. Lawrence Winokur (owner: Siswin Partners LLC) is the applicant. Draft meeting minutes are attached.

The site is 6.39 acres and is located on the south side of Michigan Avenue. The site contains a strip mall of 55,784 square feet with 12 rental units and a parking area. The applicant is proposing to construct a 13,760 square foot addition on the southwest corner of the "L-shaped" building to be used as a "Plasma Collection Center". The use is most similar to a "medical clinic".

The Planning Commission's recommendation for approval of the Special Land Use was subject to the following conditions (review letters are attached):

1. **Flexible Floor Plan.** The building must be designed with a flexible floor plan so that it can be reused and repurposed as a restaurant, general office, or retail space in future uses.
2. **Architectural Design.** The building must be consistent with the architectural design requirements specified in the Master Plan for the TCD.
3. **City Services.** The applicant must clarify what city services would be required to support the proposed use.
4. **Other Departments.** Review and approval is required by Police, Fire, Engineering, and Public Works.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The City Planner's letter dated August 7, 2017 recommended Planning Commission approval of the Special Land Use with the conditions noted above. The site is planned for Town Center District land uses. The proposed use does not meet the intent of the Master Plan. In light of this, the applicant must mitigate the use by designing a building with a flexible floor plan that meets the aesthetic intent of the Town Center District. Architectural and site design details such as windows, public art, site landscaping, and the linkage of Michigan Avenue and Hamlin Boulevard via a new one-way drive with sidewalks will help make the proposed development a visual, physical and economic improvement to the site, despite the nature of the land use.

Site maps and plans are attached for review. A full copy of the site plan is available for review in the Planning Department upon request.

PROJECT OR IMPROVEMENT TASKS

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

COSTS

All costs are incurred by the petitioner.

PROJECT TIME TABLE

If approved by City Council, final site plan approval will be sought and then the applicant will seek a Certificate of Occupancy from the Building Dept. in order to begin operation.

RESOLUTION

Resolved by _____

Seconded by _____

To approve a Special Land Use (SLU 17-09) for a Blood Plasma Collection Center located at 27445 Michigan Ave in the TCD (Town Center District) with the conditions noted per the recommendation of the Planning Commission.

Yes:

No:

Absent:

**CITY OF INKSTER
PLANNING COMMISSION
MINUTES**

A regular meeting was held on **Monday, August 28, 2017**, in the Inkster City Council Chambers, located at 26215 Trowbridge, Inkster, Michigan.

A quorum was reached. Chairman Chisolm called the meeting to order at 6:46 p.m.

I. ROLL CALL

Present: Chairman Chisholm, Secretary Cain and Commissioners Garrett, Nolen, and Williams

Absent: Vice Chairman Ratliff, Commissioners Davis and Willis, Jr.

Others in attendance: Adrianna Jordan, City Planner
Scott Bowers, Bowers & Associates, Applicant
Daniel King, Kelly's Cars, Applicant
Lawrence Winokur, Siswin Partners, LLC, Applicant

Public in attendance: Yvette Brook, Roger Cazano, Wahid Makki, Craig Kobylka,

II. ADOPTION OF AGENDA

MOVED by Garrett, Seconded by Williams to Adopt the Agenda. **MOTION CARRIED unanimously.**

III. ADOPTION OF MINUTES OF August 14, 2017

Correction of adjournment time from 6:32pm to 6:46pm.

MOVED by Williams, Seconded by Cain to Adopt the Minutes of August 14, 2017. **MOTION CARRIED unanimously.**

IV. PUBLIC HEARING

- A. Case # 17-10 (SLU) – 27445 Michigan
Public Hearing to receive public input and review special land use requirements and associated review of site plan (SP 17-10) requirements to allow the establishment of a Plasma Collection Center in the TCD, Town Center District. Lawrence Winokur (owner: Siswin Partners LLC) is the applicant.

MOVED by Nolen, Seconded by Williams to open the Public Hearing. **MOTION CARRIED unanimously.**

Adrianna Jordan, City Planner, gave an overview of the case and recommended approval with conditions noted in review letter dated August 7, 2017.

Commissioners Concerns:

- Scott Bowers, Bowers & Associates, presented redesigned plans for the plasma center based on City of Inkster's master plan requirements. He stated that the company is

working hard to meet all the conditions noted in the review letter. His plans showed that the amended floor plans would be flexible for additional businesses if needed. He also noted out of the 185 other sites for CSL Plasma, none of them needed any additional city services. He also noted that CSL Plasma would work to get approval from other departments as needed.

Public Concerns:

- Craig Kobylika stated that although he is a customer and participant with CSL Plasma, he doesn't feel as though this business is the right "look" for Inkster. He stated he understood that it will bring jobs but feels that it may bring crime as well.

MOVED by Nolen, Seconded by Williams to recommend approval of the Special Conditions Use (17-10) with following conditions:

1. **Flexible Floor Plan.** The building must be designed with a flexible floor plan so that it can be reused and repurposed as a restaurant, general office, or retail space in future uses.
2. **Architectural Design.** The building must be consistent with the architectural design requirements specified in the Master Plan for the TCD.
3. **City Services.** The applicant must clarify what city services would be required to support the proposed use.
4. **Other Departments.** Review and approval is required by Police, Fire, Engineering, and Public Works.

MOVED by Nolen, Seconded by Garrett to approve of the Site Plan (17-09) with following conditions:

1. **Signs.** Proposed sign size and area details must be included in the site plans to ensure conformance to ordinance standards. The applicant must clarify if there is only one sign proposed.
2. **Architectural Design.** The proposed addition/new building must be built in compliance with the architectural standards for the TCD outlined in the Master Plan.
3. **Landscaping.** The existing shopping center landscaping falls short of ordinance requirements:
 - a. Street trees shall consist of deciduous shade trees planted at a minimum concentration of one street tree per 35 linear feet of right-of-way.
 - b. One ornamental tree shall be planted for every 75 lineal feet of right-of-way frontage.
 - c. No obstruction to vision above a height of 30 inches from the established street grades shall be permitted within the triangular corner clearance area.
 - d. Deciduous trees and all shrubs shall not be planted within five feet of a public walkway or curb.
 - e. Installation of required landscaping shall be completed prior to or at the time of completion of building construction.
 - f. Installation and maintenance bonds may be required.
 - g. All landscaped areas (including lawns) shall be provided with an automatic underground or drip irrigation system.
4. **Parking.** Planning recommends and supports a parking waiver of 10 parking spaces. The parking calculations also need to be updated using the correct calculation for "shopping centers" instead of the separate "retail" and "medical clinic" calculations.
5. **Sign and Seal Plans.** Each plan sheet submitted for the permitting record must be signed and sealed by a licensed architect or engineer.

6. **Other Department Comments.** Any issues identified by other plan reviewers, including the City Engineer, Public Works, Police, and Fire must be addressed.

- B. Case # 17-08 (PCD) – 26639 Michigan
Public Hearing to receive public input and review a request for a "Preferred Class Designation" to permit the future expansion of an existing non-conforming used car lot in the TCD, Town Center District. Daniel King is the applicant on behalf of Kelly's Cars.

Adrianna Jordan, City Planner, gave an overview of the case and could not recommend approval based on the reasons stated in the review letter dated August 3, 2017:

In order to qualify for the "Preferred Class Designation" all of the use standards must be met by the subject property. Due to the fact that the TCD explicitly prohibits auto-oriented businesses and promotes pedestrian connectivity, City Staff cannot make the finding that "the use does not adversely impact the purpose of the district in which it is located."

Commissioners Concerns:

- Daniel King informed the commissioners of how he owns multiple car lots in Garden City, Dearborn Heights as well as Inkster and would like to approve the look of his Inkster location by updating the building and garage. The updated garage would be expanded by 5 feet and would ultimately hold his own personal vehicle but would improve the look of the building to coordinate with other newer buildings (State of Michigan, DHS, Etc.) located near the corner of Michigan and John Daly.
- Commissioners asked that if they are to grant his request for the "Preferred Class Designation" (PCD) would it be a one-time use or a permanent designation? Adrianna J. stated that the use could be used in the future as well as long as the business conforms to the standards. Also meaning that if the business is sold in 10 years, that it could be sold as a used car dealership. The Preferred Class designation is a permanent designation unless the existing building is permanently destroyed or removed, or the subject property is developed with a new land use.
- Ron Taggart, Builder for Daniel King, Stated that he had known Mr. King for at least 17 years and knew his father as well. He stated that the plans drawn for the new building and garage were up to code and would drastically change the look of his location. He stated the extra 5 feet needed for the garage was for safety reasons.
- Commissioners also wanted to see a rendering of what the building would look like when it's completed. Adrianna J. Stated a completed rendering would be a part of the site plan once submitted to the Planning Commission.

Public Concerns:

- Craig Kobyłka stated how this is the type of business the city of Inkster needs to encourage in the Town Center District.
- Yvette Brook was concerned about if the construction was going to be completed as promised and if the owner would overload the lot with too many cars.

MOVED by Nolen, Seconded by Williams to approve the Preferred Class Designations (17-08) with following condition:

1. Owner is required to submit a Site Plan and complete all renovations and changes that are noted.

MOVED by Nolen, Seconded by Williams to close Public Hearing. **MOTION CARRIED unanimously.**

V. OLD BUSINESS

- A. Case # 17-07 (TA) – Medical Marijuana Ordinance
Consideration of proposed text amendments to the City's Zoning Ordinance pertaining to provisions for medical marijuana facilities. Proposed modifications include changes to §155.029 "Definitions", §155.036 "Schedule of Land Uses", §155.048 "M-1 Light Industrial District", §155.146 "Medical Marijuana Facilities", §155.148 "Medical Marijuana Provisioning Centers", and the establishment of new sections including §155.150 "Medical Marijuana Processing Facilities", §155.151 "Medical Marijuana Testing Facilities", §155.152 "Medical Marijuana Transportation Facilities", and §155.153 "Medical Marijuana Cultivation Facilities".

Adrianna Jordan, City Planner, gave an overview of the ordinance.

MOVED by Nolen, Seconded by Cain to recommend approval of the Medical Marijuana Ordinance text amendments. **MOTION CARRIED unanimously.**

VII. MISCELLANEOUS

NONE

VIII. ADJOURNMENT – 7:27p.m.

MOVED by Nolen, Seconded by Garrett to adjourn the Planning Commission meeting held on August 28, 2017. **MOTION CARRIED unanimously.**

Respectfully submitted,

Steven Chisholm, Chairman

Lynnette O. Cain, Secretary

Adrianna Jordan
City Planner



CITY OF INKSTER

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August 7, 2017

Planning Commission
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Subject: 16-10 (SLU) Proposed Addition – Plasma Center

Location: 27445 Michigan

Zoning: TCD, Town Center District

Applicant(s): Laurence Winokur (owner: Siswin Partners LLC)

The City of Inkster Planning Department has reviewed the above-referenced Special Conditions Use (SCU) and Site Plan application, and offers the following comments and findings for your consideration.

SITE DESCRIPTION

The site is located on the south side of the street at 27445 Michigan Avenue and contains a strip mall of 55,784 square feet with 12 retail units and a parking area. The site is zoned Town Center District (TCD). The proposed use is a blood plasma donation center. Special conditions approval is required for new uses in the TCD, and medical offices are permitted in the district as a SLU per §155.049(C).

REVIEW OF SPECIAL LAND USE (§155.289)

The following standards are applicable to all SLU applications.

1. **Will be harmonious and in accordance with the goals, policies, and actions of the Master Plan.** The site is planned for Town Center land uses. This designation is intended to provide a “city identity” and includes a mixture of retail, office, residential, and public uses. Based on our research on blood plasma donation centers, the use would be classified as a medical clinic/office, but may be more intensive. The applicant has provided information stating that the use will handle approximately 15 to 20 donors per hour over a 10-12 hour business day. While new uses and expansions are a welcome addition to the TCD area, a plasma center clinic does not fit into the vision for this areas as providing a mix of businesses and residential uses that would be pedestrian friendly and inviting for visitors to spend time in. The proposed use does not meet the intent of the Master Plan. In light of this, the applicant must mitigate by designing

the building with a flexible floor plan so that it can be reused and repurposed as a restaurant, general office, or retail space in future uses.

Additionally, the Master Plan includes the following standards for architecture in the Community Core/TCD which are not met by the proposed building design:

- a. All window glass shall have a minimum transparency of 80%. The architect is proposing a non-permanent film over the lower windows which will greatly reduce transparency; however, this is necessary for patient privacy. In the event that a new tenant moves into the building the film can easily be removed.
- b. Wall materials may be combined on each façade only horizontally (one above the other, not side-by-side), with the heavier materials below the lighter one. The architecture along the west façade of the building combines smooth and rougher CMU materials side-by-side; however, this façade length is almost 200 feet long and the varying materials break up the façade and add visual interest.
- c. Use fine and smooth textured surfaces when using materials such as architectural pre-cast concrete, textured block or stucco for exterior cladding. Rusticated stone is prohibited. Again, the west façade proposes both smooth and coarse CMU; however, these materials work to add visual interest to the 200 foot long façade, despite not strictly complying with the standards.
- d. Provide awnings or building overhangs to shade storefront glass. One section of windows does not have any type of shade device on the west façade and does not comply with this provision; however, this appears to be intentional to create visual interest.

The applicant recently re-painted the façade of the entire shopping center using earth tone colors, and is also proposing to re-paint the shopping center roof using an earth tone color that will be approved by the City Planner.

2. **Will be designed, constructed, operated, and maintained so as to be visually and physically harmonious and appropriate in appearance with the existing or intended character of the general vicinity and not change the essential scale and character of the area.** Architectural details such as windows and site landscaping have been added to bring the design into further compliance with the intended character of the area, and City Staff believes that the proposed design of the development will not change the essential scale and character of the area.
3. **Will be a visual, physical, and economic improvement in relation to the property in the immediate vicinity and to the city as a whole.** The construction of a new addition/expansion to an existing building to accommodate a new use is of economic value to the City; however, the proposed land use does not fit in with the existing uses in the district, i.e. retail and service based. Further, the proposed single-story addition to match an existing building that was built decades ago does not create a physical improvement to the site, even if most of the architecture now complies with the standards for the district.
4. **Will be served adequately by essential public services and facilities or that the persons responsible for the establishment of the proposed use will adequately provide any such**

service or facility. The capacity of the City's infrastructure and services appears to be sufficient to accommodate the business; however, per the City's Consulting Engineer, a review of the on-site storm sewer system by Wayne County is required.

5. **Will not detract from the desirability and orderly function of residential or business uses.** Discretion shall be given to the impact of the proposed use upon existing uses which may relate to the traffic generation, sound, artificial lighting, odors, emission of exhaust gases, pedestrian traffic, hours and days of operation, creation of a public or private nuisance, opportunity for crime or criminal activity, congregation of individuals for purposes other than intended by the proposed use, and similar factors generated by the proposed use. The factors stated herein are not intended as a limitation upon the possible considerations and are by way of example only. The proposed plasma clinic appears to be designed to cater to a large volume of donors at one time (based on donation area and rooms represented on floor plan). The applicant has provided information stating that the use will handle approximately 15 to 20 donors per hour over a 10-12 hour business day, and that donors must donate at least twice. Although the donation center may generate a large volume of traffic for the shopping center, Michigan Avenue is a major arterial street designed to handle extremely large volumes of traffic. No adverse impacts from light, odor, exhaust, or similar nuisances are anticipated.
6. **Will not erode or reduce the economic viability of other existing land uses.** Consideration shall be given to the compatibility of other existing uses with the proposed use and maintaining land values within the City. The adjacent lots are all zoned TCD. There is some vacancy in the TCD and in the Town Center retail development. Addition of a plasma collection center in a predominantly retail and shopping center area is not very desirable. It is unclear if the proposed use may have any detrimental impact on the economic viability of other existing land uses.
7. **Will not impose additional service demands upon the City or its anticipated future resources.** In addition to utilities, the applicant must clarify if any other services would be required from the City to support the proposed use.
8. **Will further and enhance the health, safety, welfare, morals, character, comfort, convenience, and policies of the City, will not create excessive additional public costs or be detrimental to the economic welfare of the City.** There is inadequate information at this time to determine if the proposed use will create additional public costs. However, the use will employ medically trained professionals such as nurses, EMT personnel, phlebotomists, and a licensed physician, and the applicant anticipates contributing over \$5 million annually to the local economy through employee payroll, donor fees, and general business activity.
9. **Will be consistent with the intent and purposes of this Zoning Code, and comply with all the specific standards as established for said use by the Ordinance.** The applicant has revised the site plan to taper the width of the building which allows for a partially one-way connection with sidewalks on both sides between Michigan Avenue and Hamlin Boulevard. Although the Master Plan calls for a two-way street, City Staff feels that this compromise design partially-fulfills one of the key design provisions of the Master Plan for the TCD.

RECOMMENDATION

The location and footprint of the plasma center have been revised to comply with the vision of the Master Plan, and the architectural design of the new building meets most of the standards for TCD/"Community Core" area. Planning recommends Special Land Use approval if the following conditions are met:

1. **Flexible Floor Plan.** The building must be designed with a flexible floor plan so that it can be reused and repurposed as a restaurant, general office, or retail space in future uses.
2. **Architectural Design.** The building must be consistent with the architectural design requirements specified in the Master Plan for the TCD.
3. **City Services.** The applicant must clarify what city services would be required to support the proposed use.
4. **Other Departments.** Review and approval is required by Police, Fire, Engineering, and Public Works.

If you have any questions, please don't hesitate to contact me.

Thank you,



Adrianna Jordan, AICP
City Planner

This SLU review letter is based on the August 3, 2017 site plans provided by the applicant.



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August 7, 2017

Planning Commission
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Subject: 16-09 (SP) Proposed Addition – Plasma Donation Center
Location: 27445 Michigan
Zoning: TCD, Town Center District
Applicant(s): Laurence Winokur (owner: Siswin Partners LLC)

The City of Inkster Planning Department has reviewed the above-referenced Site Plan application, and offers the following comments and findings for your consideration. This review is based on the site plan dated August 3, 2017 to construct a 13,760 square foot building addition to an existing shopping center.

SITE DESCRIPTION

The site is 6.39 acres and is located on the south side of the street at 27425 Michigan Avenue (full legal description on the site plan). The site contains a strip mall of 55,784 square feet with 12 rental units and a parking area. The applicant is proposing to construct a 13,760 square foot addition on the southwest corner of the "L-shaped" building to be used as a "Plasma Collection Center". The site is in the TDC, Town Center District. The use is most similar to a "medical clinic". Special conditions approval is required for new uses in the TDC; further medical offices are permitted in the district as special conditions use per §155.049(C).

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

	Existing Land Use	Current Zoning	Future Land Use Designation
Subject Site	Retail Center	TCD, Town Center District	Town Center
North	Retail/Office	TCD, Town Center District	Town Center
South	Office	TCD, Town Center District	Town Center
East	Vacant	TCD, Town Center District	Town Center
West	Post Office	TCD, Town Center District	Town Center

EXHIBIT A: AERIAL VIEW OF SITE



REVIEW COMMENTS

1. **Zoning and Use (§155.049).** The site is in the TCD and is bordered by sites in the TCD. All developments in the TCD must comply with the following:

- a. **Submission Requirements**

- i. Requirements include a recent "as built" survey, copies of all property restrictions, a site plan, buildings and development elevations, floor plans, a landscape plan, signage plans, and pedestrian connections.

The larger building on the site was recently reviewed for site plan approval of a retail use. Site plan and other details were noted with that submission. The submittal at this time shows the major improvements on the entire site, and includes a floor plan for the proposed addition.

The proposed addition is of a significant size and appears to be designed to service a large number of donors at one time. The use of a plasma center is similar to a medical clinic/office; however, it appears intended to service many more people than a medical clinic/office. The applicant has provided information stating that the use will handle approximately 15 to 20 donors per hour over a 10-12 hour business day.

- b. **Standards and Requirements for Review and Approval in the TCD.** The Planning Commission shall make conclusions for a proposed development application based on the following standards and requirements:

- i. All proposed uses shall promote and be consistent with the spirit and specific intent and purposes of the City of Inkster TCD and master plan.

The site is planned for Town Center land uses. This designation is intended to provide a “city identity” and includes a mixture of retail, office, residential and public uses. The site is also part of the “community core” sub-area. The proposed plasma center site plan has been revised to increase compliance with the recommendations of the master plan and the vision for the TCD.

- ii. The applicant’s proposal shall set forth a specific written descriptions of heights, setbacks, density, parking, vehicular and pedestrian circulation, landscaping, and other design elements that affect the impact of this project with adjacent properties, to other developments in the TCD, to the overall plans and goals of the TCD, and to future users and inhabitants of the development. Standards of §155.061, Schedule of Regulations are not specifically required except as contained in the proposal approved by the Commission, or in any specified condition that has been made subject to the Commission’s resolution of approval. However, the requirements of §155.071 through §155.081 General Development Standards must be adhered to.

Additional information as detailed in comments three through six below is required to determine if requirements of §155.071 through §155.081 have been met.

- iii. **Signs must meet the requirements of this ordinance and shall be limited in size and numbers to avoid visual clutter associated with overall effect of multiple signs. Billboards are expressly prohibited.**

The plan submitted indicates a single wall-mounted sign on the north façade of the building with no dimensions or additional details. Proposed sign size and area details must be included to ensure conformance to ordinance standards. Clarify if that is the only sign proposed.

- iv. **Proposed uses shall encourage pedestrian usage and encourage business patrons to remain in the district for an extended time period. Businesses that cater to transient vehicular traffic such as drive-in or drive-through facilities, auto service stations or centers, or similar uses shall not generally be approved. The Planning Commission may approve such transient automobile dependent use, if in its judgment, such use is needed for the viability of the district.**

The site plan proposes an extension of the sidewalk of the existing retail building to cover the frontage of the proposed addition, and two five-foot sidewalks along the proposed one-way drive on the west side of the proposed building. Although they are not a traditional pedestrian-oriented use, plasma donation centers tend to generate foot traffic, and donors often remain on-site for hours.

- v. The proposed use(s) must not exceed the capacity of the existing and available public services, including utilities and public roads. However, the development proposal can contain adequate plans for providing needed services or evidence that such services will be available by the date the project is completed. This plan must meet Planning Commission's satisfaction.

Any issues identified by other plan reviewers, including the City Engineer, must be addressed to meet this requirement.

- vi. The project and its uses must be in compliance with all applicable federal, state, and local laws and regulations.

The issues identified in this review and by other plan reviewers must be addressed to meet this requirement.

- 2. **Architectural Features (§155.072).** The existing building is a single-story brick building with split-face concrete block and a bright red metal roof. The applicant is proposing to re-paint the existing roof an earth tone color to bring the exterior colors of the shopping center into compliance with the exterior color standards of §155.072(F). The proposal to match the existing structure is insufficient for a building of this prominence that has not been updated in decades.

Additionally, the Master Plan includes the following standards for architecture in the Community Core/TCD which are not met by the proposed building design:

- a. All window glass shall have a minimum transparency of 80%. The architect is proposing a non-permanent film over the lower windows which will greatly reduce transparency; however, this is necessary for patient privacy. In the event that a new tenant moves into the building the film can easily be removed.
 - b. Wall materials may be combined on each façade only horizontally (one above the other, not side-by-side), with the heavier materials below the lighter one. The architecture along the west façade of the building combines smooth and split-face CMU materials side-by-side; however, this façade length is almost 200 feet long and the varying materials break up the façade and add visual interest.
 - c. Use fine and smooth textured surfaces when using materials such as architectural pre-cast concrete, textured block or stucco for exterior cladding. Rusticated stone is prohibited. The west façade proposes both smooth and split-face CMU; however, these materials work to add visual interest to the 200 foot long façade, despite not strictly complying with the standards. The north façade is also split-face CMU.
 - d. Provide awnings or building overhangs to shade storefront glass. One section of windows does not have any type of shade device on the west façade and does not comply with this provision; however, this appears to be intentional to create visual interest.
- 3. **Landscaping (§155.073).** Pursuant to §155.073, a landscape plan for the site has been provided. The proposed addition and associated parking is resulting in the elimination of green space from the site, and the existing shopping center landscaping falls short of ordinance requirements:

- a. **Street Trees.** Street trees shall consist of deciduous shade trees planted at a minimum concentration of one street tree per 35 linear feet of right-of-way. Required trees may be planted at regular intervals or in groupings. The applicant has calculated street trees at one tree per 40 linear feet and these calculations must be revised to reflect new ordinance requirements. Michigan Avenue has 790 feet of frontage and requires 22 trees (20 trees provided), Inkster Road has 766 feet of frontage and requires 22 trees (14 provided), and Hamlin Boulevard has 508 feet of frontage and requires 14 trees (seven provided).
- b. **Ornamental Trees.** Ornamental trees shall be required for all development projects along the margins of street rights-of-way in the City. One ornamental tree shall be planted for every 75 lineal feet of right-of-way frontage. Ornamental trees may be clustered or planted at regular intervals. Michigan Avenue has 790 feet of frontage and requires 10 trees (zero trees provided), Inkster Road has 766 feet of frontage and requires 10 trees (two provided), and Hamlin Boulevard has 508 feet of frontage and requires seven trees (seven provided). There are a number of existing trees of unidentified species and caliper width located at the northeast corner of the property. The applicant should clarify if they intend to count any of these trees towards the ornamental tree requirements.
- c. **Corner Clearance.** No obstruction to vision above a height of 30 inches from the established street grades shall be permitted within the triangular area formed at the intersection of any street right-of-way lines by a straight line drawn between said right-of-way lines at a distance along each line of 25 feet from their point of intersection. The triangular line of sight area at the intersection of Hamlin and Inkster contains one Red Maple tree that needs to be relocated, and the line of sight area at the intersection of Hamlin and Michigan contains one Cleveland Pear that also requires relocation.
- d. **Public walkway and landscape spacing.** Deciduous trees and all shrubs shall not be planted within five feet of a public walkway or curb. The proposed landscaping along the east side of the shopping center adjacent to Inkster Road is located too close to the existing five foot wide concrete walkway.
- e. **Interior Parking Lot Landscaping.** The applicant is proposing the addition of two Red Maple and one Cleveland Pear tree to the existing and proposed interior parking lot Islands. In order to meet the interior landscaping requirements of the ordinance, extensive reconstruction and reconfiguration of the existing parking lot would be necessary, resulting in the loss of parking spaces. Therefore, City Staff recommends that the Planning Commission accept the interior proposed landscaping as it is shown on the site plans, without requiring strict ordinance compliance.
- f. **Deadline for installation.** Installation of required screening and landscaping shall be completed prior to or at the time of completion of building construction, except when building construction is completed during the off-season when plants cannot be

installed, in which case the owner shall provide a performance guarantee to ensure installation of required landscaping in the next planting season.

- g. Performance Guarantee.** Installation and maintenance bonds may be required.
 - h. Irrigation.** To assist in maintaining plant materials in a healthy condition, all landscaped areas (including lawns) shall be provided with an automatic underground or drip irrigation system.
4. **Waste Receptacle (Dumpster) or Storage Screening (§155.075).** The site plan shows four new dumpster enclosures. A note on the site plans shows that the handling and disposal of biohazard wastes will be handled by a specialized biohazard waste company, and that biohazard waste will be stored in a secure location with no public access.
5. **Video Surveillance and Exterior Lighting (§155.076).** Per §155.076 and §155.164(D), the light fixtures must be placed and shielded so that illumination levels do not exceed 0.1 foot-candles along lot lines that abut a residential zone, and 0.3 foot-candles along any other lot line, or 20 foot-candles anywhere on the site. A photometric plan shows that the light is in excess of 0.3 foot-candles along the east, north, and post office lot lines. The lighting in these areas generally enhances public sidewalks and parking areas safely. We find the lighting to be consistent with the intent of the zoning ordinance.

The Police Department requires the installation of an exterior and interior video surveillance system that must be approved by the Chief of Police.

6. **Off-street Parking (§155.077) and Circulation.** The parking requirement for planned shopping centers is six spaces per 1,000 square feet of gross leasable area for the first 15,000 square feet plus five spaces per 1,000 square feet of gross leasable area for 15,001 - 400,000 square feet. For the existing and proposed combined 69,544 square foot shopping center 363 parking spaces are required, and the site plan provides 353 spaces. Due to the shopping center's location within 500 feet of a regularly scheduled transit stop, Planning recommends and supports a parking waiver of 10 parking spaces. The parking calculations also need to be updated using the correct calculation for "shopping centers" instead of the separate "retail" and "medical clinic" calculations. In addition, the Master Plan strongly suggests a preference for bicycle facilities in the TCD, and it's likely that many donors would arrive via bicycle to the plasma donation center. Therefore, the City is pleased to see that the site plan includes bicycle parking at the plasma donation center.

Please see the Consulting Engineer's review letter for additional comments related to traffic circulation.

7. **Accessible Parking for Physically Disabled Persons (§155.078).** For 363 spaces, eight handicap spaces are required and 10 spaces are provided, two of which must be van accessible.

8. **Off-street Loading and Unloading (\$155.079).** Buildings between 20,000 square feet and 100,000 square feet in the TCD are required to provide one off-street loading space for every 20,000 square feet over 20,000 square feet. Three loading space areas are provided on the site plan.
9. **Drainage, Soil Control, Sedimentation, and Utilities.** The proposed addition is resulting in the loss of green space and its replacement with significant impervious surface which will likely affect drainage for the site. We defer to the Engineer on utility and drainage requirements.
10. **Sign and Seal Plans.** Each plan sheet submitted for the permitting record must be signed and sealed by a licensed architect or engineer. Only the cover sheet of the August 3, 2017 site plan submittal was signed and sealed.
11. **Comments from Other Departments.** All applicable City departments and consultants should review the site plan and identify any remaining issues.

RECOMMENDATION

The site plan is deficient in some required items. Planning recommends site plan approval if the following conditions are met:

1. **Signs.** Proposed sign size and area details must be included in the site plans to ensure conformance to ordinance standards. The applicant must clarify if there is only one sign proposed.
2. **Architectural Design.** The proposed addition/new building must be built in compliance with the architectural standards for the TCD outlined in the Master Plan.
3. **Landscaping.** The existing shopping center landscaping falls short of ordinance requirements:
 - a. Street trees shall consist of deciduous shade trees planted at a minimum concentration of one street tree per 35 linear feet of right-of-way.
 - b. One ornamental tree shall be planted for every 75 lineal feet of right-of-way frontage.
 - c. No obstruction to vision above a height of 30 inches from the established street grades shall be permitted within the triangular corner clearance area.
 - d. Deciduous trees and all shrubs shall not be planted within five feet of a public walkway or curb.
 - e. Installation of required landscaping shall be completed prior to or at the time of completion of building construction.
 - f. Installation and maintenance bonds may be required.
 - g. All landscaped areas (including lawns) shall be provided with an automatic underground or drip irrigation system.
4. **Parking.** Planning recommends and supports a parking waiver of 10 parking spaces. The parking calculations also need to be updated using the correct calculation for “shopping centers” instead of the separate “retail” and “medical clinic” calculations.
5. **Sign and Seal Plans.** Each plan sheet submitted for the permitting record must be signed and sealed by a licensed architect or engineer.

City of Inkster Planning Commission
SP – 27445 Michigan
August 7, 2017
Page 8

6. **Other Department Comments.** Any issues identified by other plan reviewers, including the City Engineer, Public Works, Police, and Fire must be addressed.

If you have any questions, please don't hesitate to contact me.

Thank you,

A handwritten signature in blue ink, appearing to read 'Adrianna Jordan', with a long horizontal flourish extending to the right.

Adrianna Jordan, AICP
City Planner

This SP review letter is based on the August 3, 2017 site plans provided by the applicant.



Alfred Benesch & Company
615 Griswold, Suite 600
Detroit, MI 48226
www.benesch.com
P 313-963-0612
F 313-963-2156

August 14, 2017

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

Attn: Jerome Bivins, Department of Public Services Deputy Director

Regarding: 17-10 (SP)/17-09 (SLU)
27445 Michigan Avenue – Inkster Plasma Center
Site Plan 1st Review

Dear Mr. Bivins:

Alfred Benesch & Company (Benesch) has completed a review of the plans dated April 5, 2017 with the latest revision date of July 28, 2017 for the above referenced project. Comments for the applicant are summarized below:

1. A revised Boundary/Topographic/Tree Survey, Sheet C1 was not submitted for review. Provide Sheet C1 with the new building foot print and parking shown with the existing utilities.
2. The lane between the dumpster enclosures and the parking spaces at the southeast corner of the property adjacent to the intersection of Inkster Road and Hamlin Boulevard appears to be less than 10 feet wide. The minimum maneuvering lane shall be 24-feet wide to enable traffic to travel in two directions.
3. The traffic lane near the new dumpster enclosures on the south side of the building adjacent to the retention basin appears to be 14 feet or less wide which does not allow vehicles traveling in opposite directions to pass by each other.
4. The 18-foot wide access from the 11-foot wide access road on the west side of the proposed building cannot accommodate a large truck turning radii. The entrance shall be signed accordingly.
5. The 11-foot wide access road located on the west side of the building shall be signed to indicate no parking and one direction traffic flow, including do not enter and right turn only signs at Hamlin Boulevard and at the 18-foot wide access from the parking lot.
6. The on-site storm sewer system and existing retention basin connect to the existing storm sewer system in Inkster Road which requires review by Wayne County. Although a construction permit may not be necessary, the plan review process for a construction permit is required. See how to apply for a Wayne County Construction permit at the following website: http://www.waynecounty.com/dps/construction_permits.htm.
7. Show the location of the water meter.
8. All pages of the plans shall be signed and sealed by a registered architect, engineer or land surveyor.

August 14, 2017
Jerome Bivins, Department of Public Services Deputy Director
Page | 2 of 2



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

Sincerely,

Alfred Benesch & Company

A handwritten signature in black ink that reads 'Carrie Loya-Smalley'.

Carrie Loya-Smalley, P.E.
Project Engineer

CC: Adrianna Jordan, City of Inkster Planner
Eric Tucker, P.E., Project Manager
File: 00040010.00

Adrianna Jordan

From: William Riley
Sent: Friday, August 11, 2017 10:56 AM
To: Adrianna Jordan
Subject: RE: SLU16-09 and SP16-10 Plasma Center - 27445 Michigan

Ms. Jordan

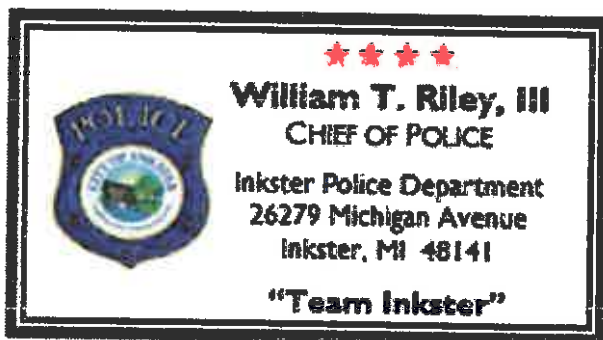
In reference to the Plasma Center, concerns are as follows:

Make sure dumpster area is secure

Make sure the building inside and out is under video recording

Make sure lighting is sufficient inside and outside of the building

Make sure that medical waste is properly stored and disposed of,



(LES/FOUO) LAW ENFORCEMENT SENSITIVE - FOR OFFICIAL USE ONLY

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From: Adrianna Jordan
Sent: Wednesday, August 9, 2017 9:42 AM
To: Robert Roths; Loya-Smalley, Carrie; William Riley; Jerome Bivins
Subject: SLU16-09 and SP16-10 Plasma Center - 27445 Michigan

Good morning,

As you may be aware, the previous case for the proposed plasma center (SLU 16-37 and SP 16-38) was denied by the Planning Commission on Monday, July 24, 2017. In light of this, they were required to re-submit as a new application if

they chose to continue pursuing the development. Attached, please find their new site plans. I don't feel that we need to hold a formal DRT meeting since everyone is familiar with the project already, but I will need brand new review letters from each of you to include in the Planning Commission packet. Please send me your review letters no later than **Wednesday, August 16th**.

Adrianna Jordan, AICP
City Planner

ajordan@cityofinkster.com
(313) 429-2366

INKSTER FIRE DEPARTMENT

Memorandum

To: Adrianna Jordan, AICP City Planner

From: Robert Roths, Fire Marshal

Date: August 10, 2017

Re: SLU 16-09 / SP 16-10 Plasma Center 27445 Michigan

Below is a recommendation and requirements the Fire Department will offer up at this time to help speed up and aid in a possible future certificate of occupancy compliance inspection the Fire Department will conduct.

The Fire Department recommends a KNOX Box to be mounted on the outside of the building for Fire Department access in the event of an after hours emergency. The KNOX Box will contain entry keys and or codes to locked areas of the building to prevent damage to the building when business is closed. The Fire Department will provide the catalog and order form for the customer to order (IFC - 506)

Fire Department Requires

Address is to be 6 inches high, plainly legible and visible from the street. The numbers shall contrast with their background and easily seen to approaching emergency vehicles. (IFC-505)

The requirements listed above are not intended to be all inclusive, additional requirements may be determined as applicable based on actual occupancy or use. Final approval subject to final inspection

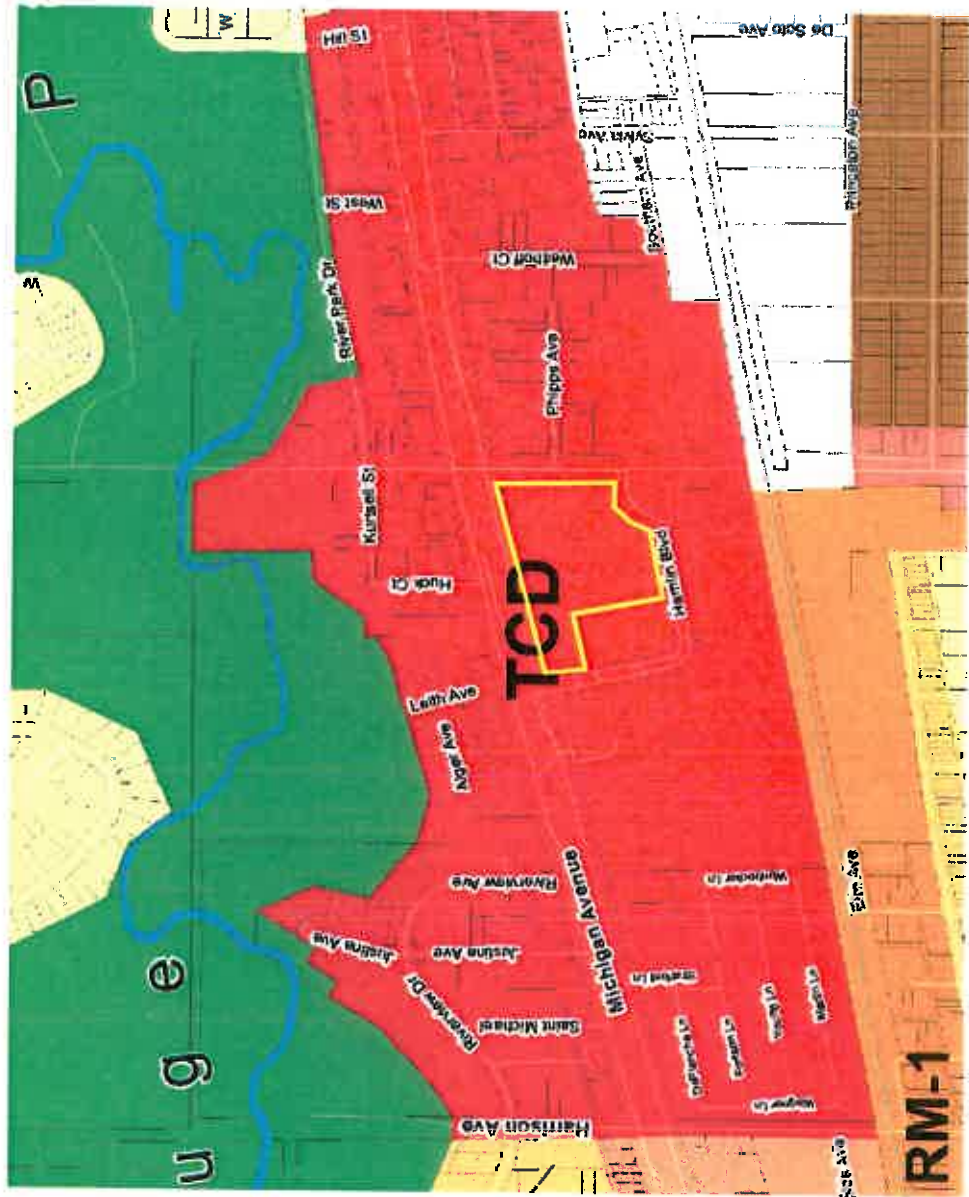
Plans and Maps

27445 Michigan

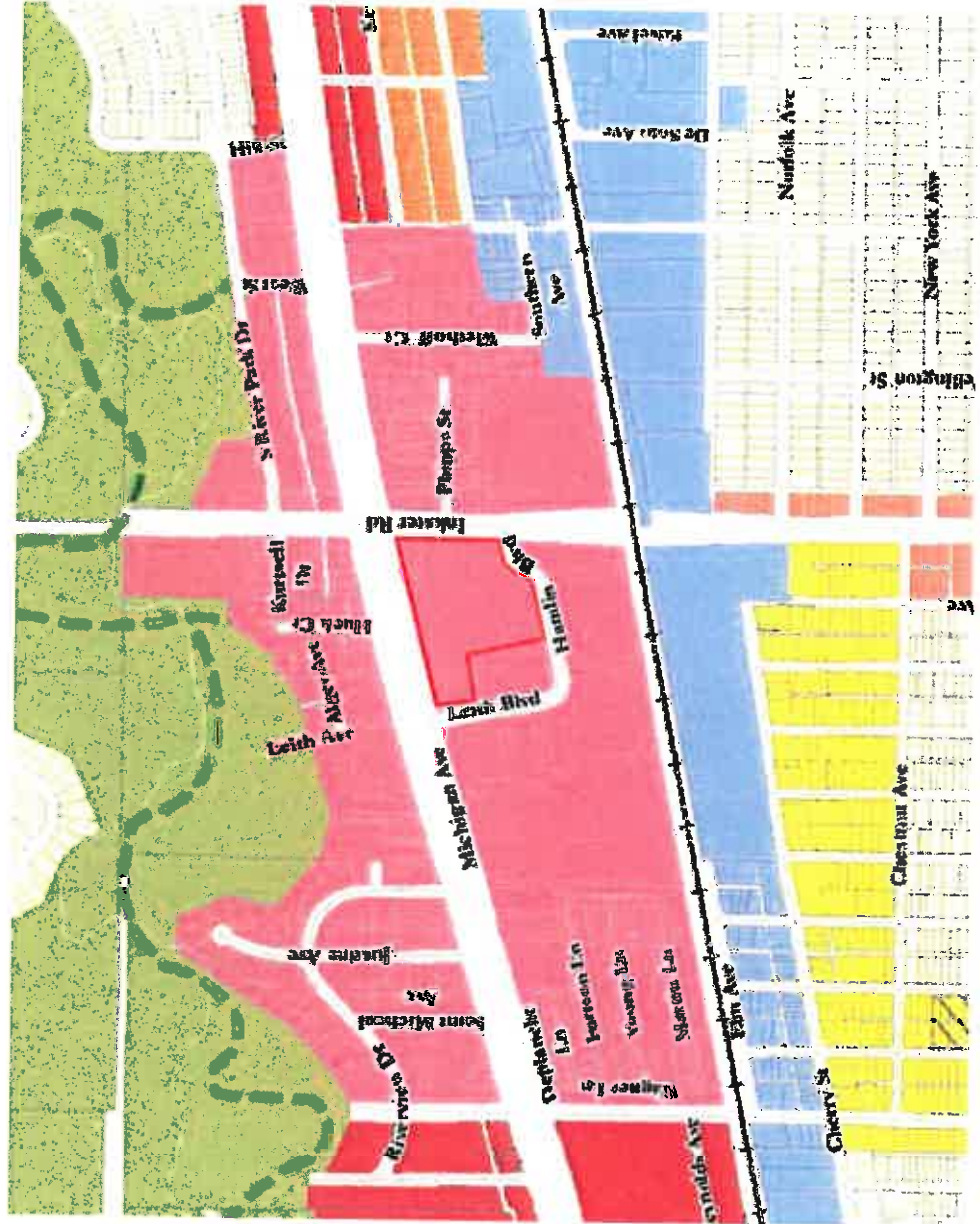
Aerial Map



Zoning Map



Future Land Use Map



2100 SOUTH BROADWAY, SUITE 200
PHILADELPHIA, PA 19104
WWW.BOWERANDASSOCIATES.COM

CONSULTANT + NAME

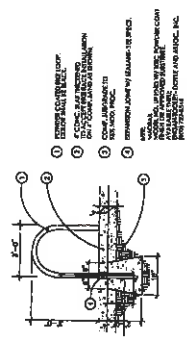
PROJECT + DESCRIPTION
INKSTER TOWN CENTER
ADDITION
27466 HIGHWAY AVENUE
INKSTER, MI 48141

PROJECT + NUMBER
16-702

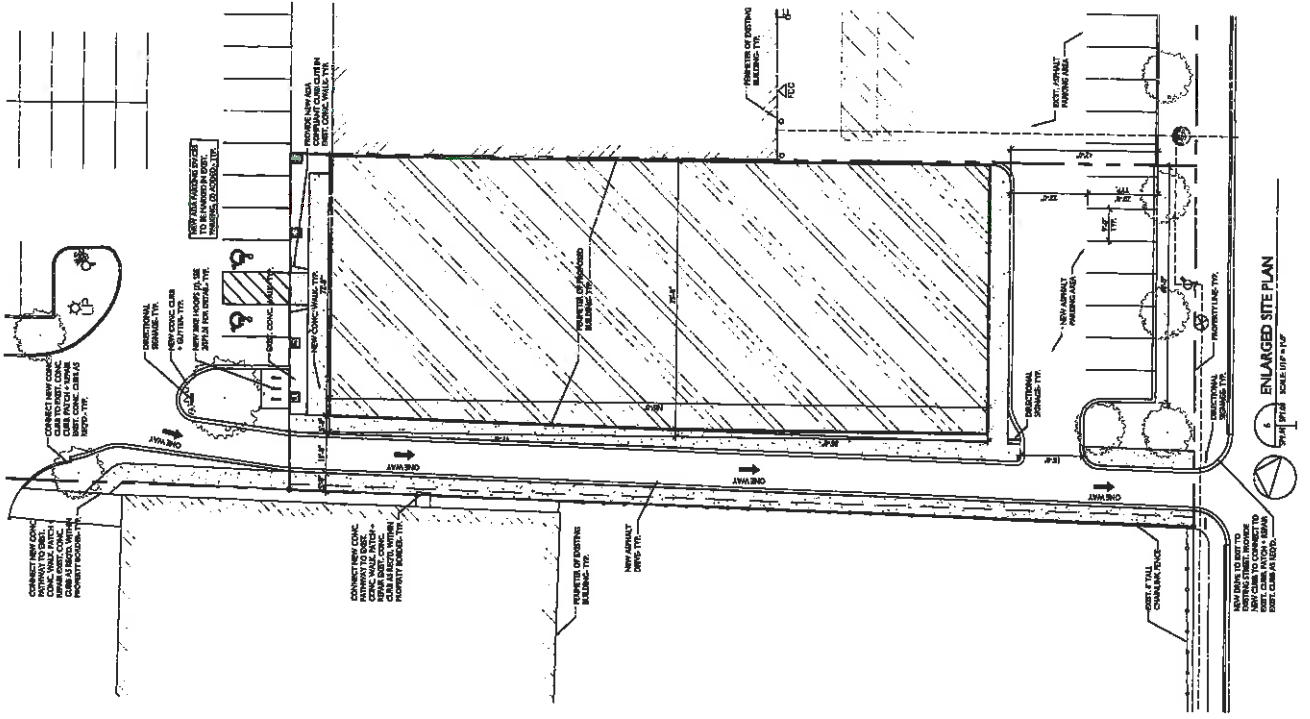
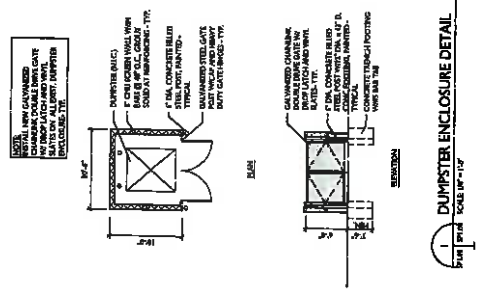
ISSUE + DATE
1 JULY 2017
17 JULY 2017
28 JULY 2017
REV
PERMIT
CITY REV.

SHEET + TITLE
SITE
DETAILS
HYDROLOGICAL

SHEET + NUMBER
SP1.01



1 HOOP BIKE RAKE DETAIL
SCALE: 1/8\"/>



3 ENLARGED SITE PLAN
SCALE: 1/8\"/>

STREET FRONT ELEVATION

REAR ELEVATION



REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: August 30, 2017

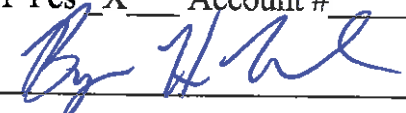
From: Darin Carrington, Treasurer

Date for Council's Consideration: September 5, 2017

ACTION REQUESTED: Consideration and approval of new job position of Financial Analyst.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval 

BACKGROUND:

The City has a number of employees that perform important and vital functions for City government. As the City continues to evolve its roles and responsibilities, there is a need to update and modernize the jobs and roles that exist within City government. The Administration has identified an area of need for creating a new position within City government.

SCOPE OF SERVICES:

N/A

JUSTIFICATION:

The City needs to continue to recruit talented and qualified employees. To meet this need the City needs to ensure that its job descriptions and roles are updated and fit the needs of the City and are consistent with the pool of available talent.

PROJECT IMPROVEMENTS:

N/A

COSTS:

N/A

PROJECTED TIME TABLE:

N/A

RESOLUTION:

Authorization and approval is hereby given for the City of Inkster to adopt the job positions for the role of a Financial Analyst.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Financial Analyst

Qualifications:

- Completion of Bachelor's degree from an accredited college or university and/or comparable work experience
- Coursework and/or experience in accounting, finance and/or related business field
- Computer skills including ability to use Excel for analyzing data and information

Job Responsibilities:

- Conducts research, analysis, and modeling related to City's billing and other processes to assess financial impact on the City's budget and assist with the development of recommendations and solutions
- Assist with the analysis of the City's capital investment needs and assist in the preparation of multi-year capital plans
- Analyze and evaluate monthly financial and operational performance against budget, prior year results and forecasted results
- Provide support to Department Heads in the review and analysis of budget and monthly financial data
- Assist the Treasurer and other Administration officials with special projects
- Provide back-up and support to other Treasury employees in the Department's day-to-day functions

HR Generalist

Qualifications:

- Completion of Bachelor's degree from an accredited college or university and/or comparable work experience
- Coursework and/or experience in human resources, business and/or related field
- Computer skills including Microsoft Office

Job Responsibilities:

- Perform and assist with key functions in Human Resources and Treasury
- Assist with the management and implementation of the City's payroll process
- Help ensure that the City is compliant with its reporting and filing related to state and federal tax, labor and related rules and regulations
- Manage and assist with the administering of the City's healthcare and benefits including regular communication with benefit providers, review of invoices and payments and communicate with employees to resolve questions and issues
- Work on process improvements for City employees and retirees on matters with payroll and benefits
- Review of the City's processes for payroll, benefits and other related areas to identify areas for improvement and development of recommendations for proposed changes
- Assist the HR Director, Treasurer and other Administration officials with special projects
- Provide back-up and support to other employees in the Department's day-to-day functions

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: August 30, 2017

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

Date for Council Consideration: Sept 5, 2017

ACTION REQUESTED: Consider acquisition of one (1) vacant parcel of land located on Magnolia on the Northeast corner of Magnolia and Emerson that is legally described as Lot 145 STEINHAUERS ACRE FARMS SUB NO. 1 T2S R9E L47 P47 WCR (Property ID #44-003-05-0045-000) under the Wayne County Treasurer's First Right of Refusal for \$1,380.90 and consider approval of an offer to purchase (Case # LD 17-21) the vacant parcel in the amount of \$2,380.90 to Vestco Management.

Current Action X Emergency Future

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

Mayor's Approval *Byron H. Nolen*

BACKGROUND INFORMATION

On an annual basis, the Wayne County Treasurer's Office makes tax foreclosed properties available to communities under the First Right of Refusal Program prior to going to an auction. Communities can purchase the properties for the amount of taxes owed on the property which the City has done as part of the Hardest Hit Fund Demolition Program and Inkster Neighborhood Stabilization Program (INSP).

This vacant parcel of land is located on Magnolia on the Northeast corner of Magnolia and Emerson and is legally described as Lot 145 STEINHAUERS ACRE FARMS SUB NO. 1 T2S R9E L47 P47 WCR (Property ID #44-003-05-0045-000). The parcel is available under the Wayne County Treasurer's First Right of Refusal Program for \$1,380.90. A picture of the property and associated maps are attached.

Vestco Management has made application to purchase the parcel if acquired by the city for a future development. Vestco Management is one (1) of six (6) Developers selected to participate in the INSP.

SCOPE OF SERVICES

Acquisition of the property from the Wayne County Treasurer's Office. Preparation and execution of a purchase agreement, quit claim deed and property transfer affidavit and recording the deed. It is highly recommended that the applicant complete a title search of the property.

JUSTIFICATION

The parcel is located in the R1-A One Family Residential District. The property is approximately 130 ft. x 309 ft. This parcel is a "buildable" parcel.

PROJECT OR IMPROVEMENT TASK

1. Develop a plan to address the City's current debt and legacy costs.

COST

The applicant has deposited \$1,360.00 for the parcel and is offering the total purchase price of \$2,380.90.

RESOLUTION

Authorization is hereby given for the acquisition of one (1) vacant parcel of land located on Magnolia on the Northeast corner of Magnolia and Emerson that is legally described as Lot 145 STEINHAUERS ACRE FARMS SUB NO. 1 T2S R9E L47 P47 WCR (Property ID #44-003-05-0045-000) under the Wayne County Treasurer's First Right of Refusal for \$1,380.90 and authorization is hereby given for the sale of the vacant parcel in the amount of \$2,380.90 to Vestco Management subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$1,020.90), paying the cost of recording the deed (\$18.00), entering into a purchase agreement, and executing a property transfer affidavit.

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

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$ 1360.00
Date Received 8.30.17
Case # 17-21

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Vestco Management
Applicant's Address --- West Bloomfield 48322
Applicant's Phone Number: ---
Proposed Owner's Name (as indicated on deed): Vestco Management

PROPERTY INFORMATION -- Purchase Offer \$ 2380.90

Property Location: on EAST side of MAGNOLIA Street/Avenue
Between CORNER MAGNOLIA Street/Avenue and EMERSON Street/Avenue
Tax ID, Legal Description, and Address if Structure 44-003-05-0045-000

Parcel Size: 130 (Width) 309 X (Length) --- Current Zoning RIA

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

Summary of Proposed Use: FUTURE DEVELOPMENT - RESIDENTIAL
Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$ 1360 .00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

[Signature]
Applicant's Signature

8-30-17
Date

N/A
Broker's Name



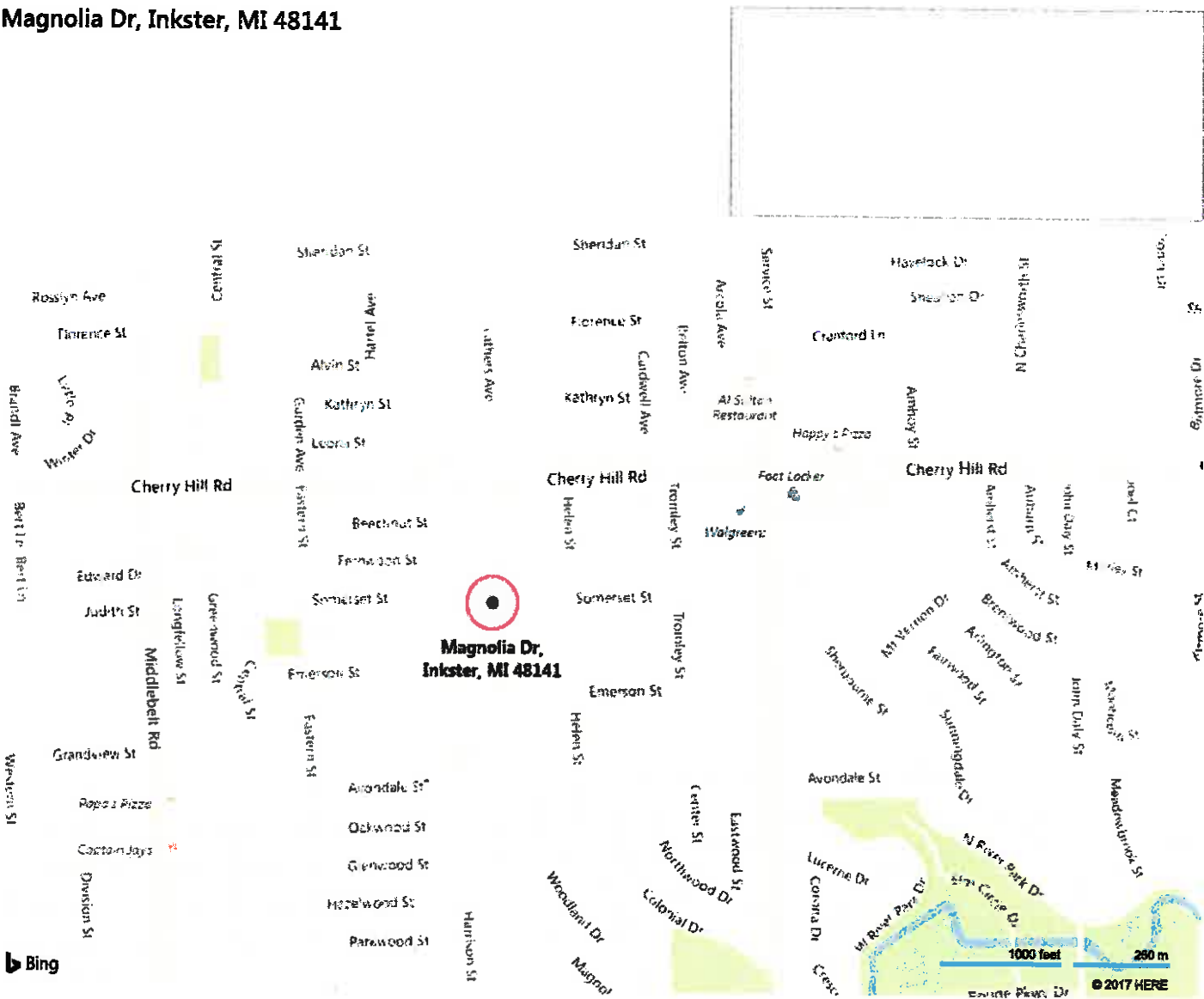
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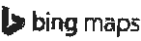
MAGNOLIA

05-07-2015

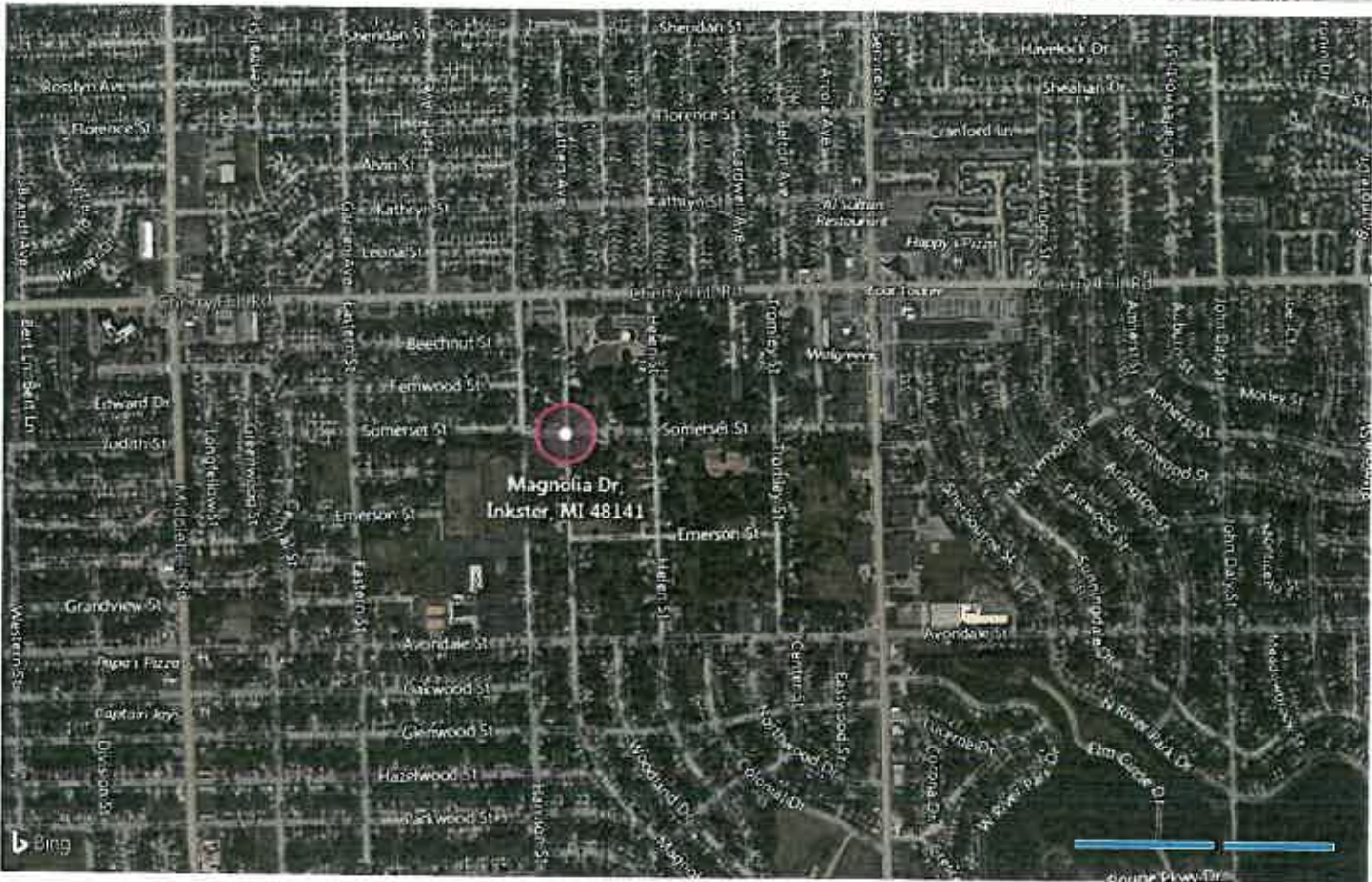


Magnolia Dr, Inkster, MI 48141





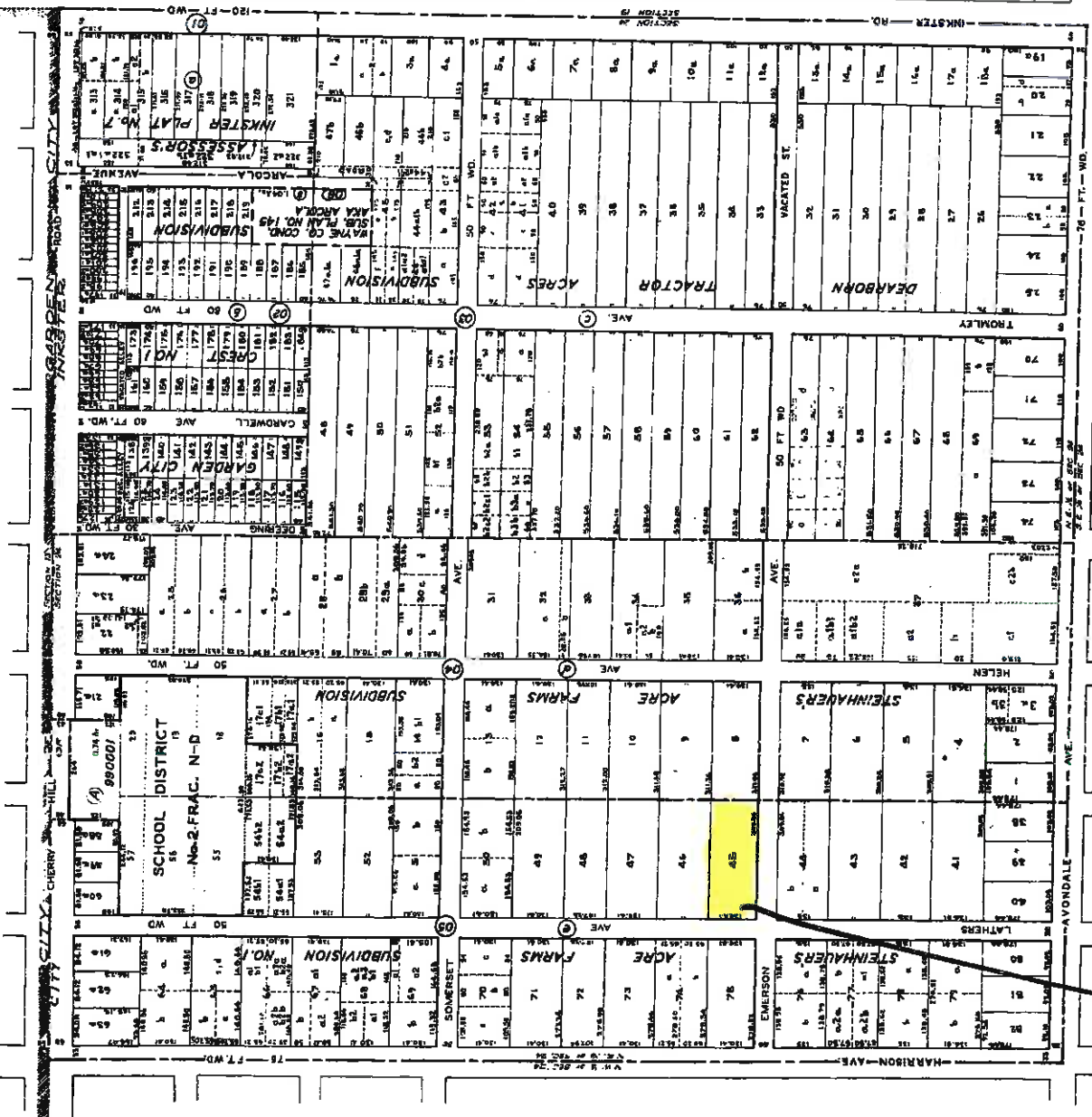
Magnolia Dr, Inkster, MI 48141



P143

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12-27-03	12-28-03	12-29-03	12-30-03	12-31-03

VACANT MAGNOLIA



N.E. 1/4 SECTION 24
CITY OF INKSTER
T. 2 S. R. 9 E.
WAYNE COUNTY, MICHIGAN
SCALE 1 INCH = 200 FEET
DEPARTMENT OF MANAGEMENT AND BUDGET
ASSESSMENT AND EQUALIZATION DIVISION
© 2008 COUNTY OF WAYNE, STATE OF MICHIGAN
ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE COUNTY ENGINEER, WAYNE COUNTY, MICHIGAN
BY LIA, INC. THE ENGINEER, 17 JUNE, 2008, LIA, INC.

VACANT MAGNOLIA

ZONING MAP

City of Inkster, Michigan

Districts

- R-1A One Family Residential District
- R-1B One Family Residential District
- R-1C One Family Residential District
- RM Restricted Multiple Dwelling District (Low Rise)
- RM-1 Multiple Family Residential District (Low Rise)
- O-1 Office District
- B-1 Local Business District
- B-2 Thoroughfare Mixed-Use District
- B-3 General Business District
- M-1 Light Industrial District
- TCD Town Center District
- Planned Unit Development (PUD)
- Parks and Open Space
- Rouge River Parkway

THIS IS TO CERTIFY THAT THE CITY OF INKSTER, MICHIGAN, HAS ADOPTED THE ZONING MAP AS SHOWN ON THE ATTACHED MAP.

Holly Hest
City Clerk

John J. Miller
Mayor

CITY OF INKSTER, MICHIGAN

WADE TRIM
200 West Northfield Road, Troy, MI 48068
734-949-5770

Scale: 1" = 200' 0"

North Arrow

