



INKSTER CITY COUNCIL

December 18 2017
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

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

Council Members:

Clarence Oden, Jr., District II
Sandra K. Watley., District III
Steven Chisholm, District IV
Kim Howard, District V
Connie R. Mitchell, District VI

FELICIA RUTLEDGE
CITY CLERK

BYRON NOLEN
MAYOR

TREASURER
DARIN CARRINGTON

DAVID JONES
CITY ATTORNEY

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

Council Orientation Agenda – 6:00 PM

1. Call to Order
2. Discussion
 - A. Agenda Discussion
 - B. Rhemann Robson Audit – Mark Kettner
 - C. Schedule B and C Changes – HR Director, Gina Clark

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

December 18, 2017

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

- A. SeeClickFix Pep Rally – City Clerk/Chief of Staff, Felicia Rutledge & Staff
- B. Gift Card Give-Away – Mayor, Byron Nolen
- C. Public Police Reporting – Police Chief, William Riley

4. Public Hearing

5. Consent Agenda

- A. December 4, 2017 Regular City Council Meeting Minutes.

Pg. 1

6. Boards and Commissions

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

Pg. 6

7. Previous Business

8. Ordinance(s)

- A. First Reading(s)
- B. Second Reading(s)

9. New Business

A. Discussion/Action: (Jerome Bivins) Consider authorizing the Director of DPS, as a representative of the City to make an application to the Michigan Department of Transportation for necessary annual permit to work within the State Trunk line rights of way on behalf of the City of Inkster. Also consider adopting the attached resolution to be submitted to MDOT as part of requirement to submit the permit application.

Pg. 14

B. Discussion/Action: (Gina Clark) Consider and approval of amended changes to schedules B & C. **Pg. 17**

C. Discussion/Action: (Gina Clark) Consideration and approval of NEOGOV software for the public sector. **Pg. 28**

D. Discussion/Action: (Sharde Fleming) Consider approval of an offer to purchase (Case # LD 17-31) five (5) vacant commercial parcels: 1) Cherry St. vacant lot (Property ID #44009020036000), 2) Cherry St. vacant lot (Property ID #44009020040000), 3) Cherry St. vacant lot (Property ID #44009020041000), 4) Cherry St. vacant lot (Property ID #44009020042000) and 5) Cherry St. vacant lot (Property ID #44009020043000) to Harlan Howard for the total amount of \$80,000.00 and a \$10,000.00 per year commitment to each of the following nonprofits once the business is open and running: Inkster Beagles, Inkster Task Force, Mothers Pantry and National Christians in Action for at least five years. **Pg. 46**

E. Discussion/Action: (Sharde Fleming) Consider approval of an offer to purchase (Case #17-30) one (1) vacant parcel located on the east side of Inkster St. between Yale St. and New York St. and is legally described as 30J32A 33A E 98 FT OF LOTS 32 AND 33 WESTWOOD SUB OF VAN ALSTINE FARM T2S R10E L40 P29, 30 WCR (Property ID # 44022010032001) in the total amount of \$1,200.00 to Robert Arafat. **Pg. 51**

F. Discussion/Action: (Sharde Fleming) Consider approval of an offer to purchase (Case #17-35) one (1) residential property located on the east side of Harriet St. between Carlisle St. and Beech St. and is legally described as 25N969 LOT 969 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020969000) in the total amount of \$2,000.00 to James Robert Auslander. **Pg. 58**

G. Discussion/Action: (Sharde Fleming) Consider approval of an offer to purchase (Case #17-33) one (1) residential property located on the east side of Isabelle St. between north Michigan Ave. and a dead end and is legally described as *25H539 LOT 539 HYDE PARK SUB T2S R9E L51 P9 WCR (Property ID # 44005030539000) in the total amount of \$2,000.00 to Desmond Wilbert Jr. **Pg. 64**

H. Discussion/Action: (Sharde Fleming) Consider approval of an offer to purchase (Case #17-41) one (1) vacant parcel located on the west side of East Industrial Drive between Michigan Ave and Industrial Drive and is legally described as 26D8 LOT 8 INDUSTRIAL ACRES SUB T2S R9E L98 P83, 84 WCR (Property ID # 44012010008000) in the total amount of \$4,325.71 to Abe Hachem. **Pg. 70**

I. Discussion/Action: (Craig Lewis) Consideration and approval of D & D Enterprises to continue to provide its driving test on the grounds at Dozier Recreation Complex.

Pg. 77

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

December 4, 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, December 4, 2017.

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

A. Agenda Discussion

Moved by Councilmember Watley, Seconded by Councilmember Mitchell to go into Executive Session 6:55 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 Howard to adjourn the closed Executive Session at 7:00 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:05 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 Councilmember Father Clifton

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 and accept the agenda as presented.
12-17-273R - Motion carried.**

Presentations/Discussion

Public Hearings

Consent Agenda

- A. November 20, 2017 Regular City Council Meeting Minutes.
- B. Allen Brother's & Attorney's PLLC Invoice \$26,998.45

**Moved by Councilmember Mitchell, Seconded by Councilmember Oden to approve the consent agenda with the necessary corrections.
Resolution 12-17-274R – Motion carried.**

Boards and Commission

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

**Moved by Councilmember Mitchell, Seconded by Councilmember Chisholm to appoint Shelby Johnson to the Parks and Recreation Commission.
Resolution 12-17-275R – Motion carried.**

Nominations:

Kim Faison – Planning Commission
James Richardson, Jr. – Parks and Recreation Commission
Lorenzo Moner – Police and Fire Pension

Previous Business

Ordinance(s)

- A. First Reading(s)
- B. Second Reading(s)

New Business

- A. Discussion/Action (Jerome Bivins) Consider authorizing the Director of DPS, as a representative of the City, to make an application to the Wayne County Department of Public Services for necessary annual permit to allow temporary closure of certain Local and County Roads for specified period in accordance with all general and special conditions of this permit on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application. (Temp Road Closure)

**Moved by Councilmember Howard, Seconded by Mayor Pro-Tem Williams to approve authorizing the Director of DPS, as a representative of the City, to make an application to the Wayne County Department of Public Services for necessary annual permit to allow temporary closure of certain Local and County Roads for specified period in accordance with all general and special conditions of this permit on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application. (Temp Road Closure)
Resolution 12-17-276R – Motion carried.**

- B. Discussion/Action: (Jerome Bivins) Consider authorizing the Director of DPS, as a representative of the City, to make an application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of Wayne County Roads on behalf of the

city of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application. (Right-Of-Way; Replace and Repair)

Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams to approve authorizing the Director of DPS, as a representative of the City, to make an application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of Wayne County Roads on behalf of the city of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application. (Right-Of-Way; Replace and Repair)

Resolution 12-17-277R – Motion carried.

- C. Discussion/Action: (Jerome Bivins) Consider authorizing the Director of DPS, as a representative of the City, to make an application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of County Roads on behalf of the city of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application. (Right-Of-Way; City of Inkster)

Moved by Councilmember Howard, Seconded by Councilmember Oden to approve the Director of DPS, as a representative of the City, to make an application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of County Roads on behalf of the city of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application. (Right-Of-Way; City of Inkster)

Resolution 12-17-278R – Motion carried.

- D. Discussion/Action: (Jerome Bivins) Consider authorizing administration to approve a contract with United Resource, LLC for the SAW Grant Condition Assessment Project (**tele-video inspection and cleaning of combined sewer system**). The bid amount from the low bidder is \$639,601.13. Administration requests approval of the SAW Grant award \$1,060,000.00, which was approved by DEQ for the total project.

Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams to approve authorizing administration to approve a contract with United Resource, LLC for the SAW Grant Condition Assessment Project (tele-video inspection and cleaning of combined sewer system). The bid amount from the low bidder is \$639,601.13. Administration requests approval of the SAW Grant award \$1,060,000.00, which was approved by DEQ for the total project.

Resolution 12-17-279R – Motion carried.

- E. Discussion/Action: (Darin Carrington) Council approval of FY 2018 budget amendments for General Fund, Local Streets, Parks & Recreation, PEG, TIFA, Miscellaneous Grants, Justice Center Debt, Court Building and Water & Sewer Funds.

Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams to approve the FY 2018 budget amendments for General Fund, Local Streets, Parks & Recreation, PEG, TIFA, Miscellaneous Grants, Justice Center Debt, Court Building and Water & Sewer Funds.

Resolution 12-17-280R – Motion carried.

Public Participation

- **Barbara Cooper** – Thanked persons that assisted in the Goodfellows paper drive on last Friday. She gave a special thanks to Officer Lebo. She stated that ten dollars can be donated for Goodfellows dinner so that no child is without a Christmas.
- **Officer Lebo** – Stated she did not mind dancing in the street and embarrassing herself to seek donations for the Goodfellows. She announced that officers at the Police Department that have grown a beard gave one hundred dollars towards adopting a family. She stated that Shop with a Cop would be on December 20, 2017. She lastly stated that Police department will soon have an online reporting system and that the Police department is looking into a gun safety class.
- **Commissioner Glenn Anderson** – Extended Christmas greetings and thanked the city of Inkster residents for all their hard work. He stated that he sees improvement at the Cherry Hill and Inkster Rd intersection. He lastly stated that he is looking into improving the sidewalk in certain areas of the city.

City Clerk

- Announced the Pep Rally at the December 18, 2017 City Council meeting for SeeClickFix.

City Treasurer

- Announced the winter tax bill collection and that compost would be picked up for an additional week beginning December 11, 2017 thru December 15, 2017.

Mayor and Council

- **Councilwoman Howard** – Thanked the Code Enforcement Officers for taking care of some issues. She stated the city has a lot of repeat offenders. She stated that Code Enforcement is working hard.
- **Councilwoman Watley** – Responded to Councilwoman Howard that the Ordinance team is rewriting the Ordinances so that they have more stringent penalties for repeat offenders.
- **Councilwoman Mitchell** – Thanked DPS Director, Bivins for the new lights that are up in the city.
- **Mayor Pro-Tem Williams** – Stated that dumping is still taking place on Beech Street. He thanked the committee that put together the Unity in the Community. He said the meeting was very informative and he looks forward to the non-profits in the city working together. He asked residents to Shop Inkster.
- **Mayor Nolen** – Stated that he realizes the city has a dog issues. He stated the city is looking to open a dog pound and hire a dog catcher. He stated the Unity in the Community was a great event. He further stated he attended the Zaman's Grand Opening. He said they have a test kitchen with a seating area and three chefs. He said the kitchen is available for rent. He lastly stated that the Senior Luncheon once again was a great event.

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 Howard and carried,

DRAFT

the Regular Council meeting of December 4, 2017 was adjourned at 7:40 p.m.



Felicia Rutledge, City Clerk
City of Inkster

CITY OF INKSTER

Boards & Commissions

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

AGING COMMISSION

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

2 Year Term

9 Members

Ordinances: 414,457 & 508

Denise Champagne, Project Dir.

Tenure

- (Ex-Officio Member)

Rochelle Wells

Exp. 02/16/17

Audrey Jean Searcy

Exp. 01/17/19

Doris Horne

Exp. 02/16/17

Henry Wade

Exp. 02/01/18

Toni Bailey

Exp. 07/07/19

Dorothy Gardner

Exp. 01/17/20

Chuck Coleman

Exp. 02/01/18

Gabe Henderson

Exp. 02/01/18

Jean Liddell

Exp. 05/15/19

Patricia Donald

Exp. 07/06/17

Iris Love

Exp. 01/17/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non Voting

William Miller

Exp. 02/06/2018

Gina Triplett (Alternate)

Exp. 03/06/18

Lenoria Warmack

Exp. 01/17/18

Celeste McDuffie

Exp. 02/06/18

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey

Exp. 05/16/18

Kathleen Gibbs

Exp. 02/06/19

Gabe Henderson

Exp. 05/16/18

Avis Love

Exp. 11/6/19

George Williams

Exp. 11/6/19

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
 Hersey Bryant, (C)
 Horace Wells

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

CABLE TELEVISION COMMISSION

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

3 Year Term

9 Members

Ordinances 593 and 609

Timothy Williams Ex-Official

Troy Seaton Dist. 1

Exp. 01/17/20

Leon Houston Dist. 2

Exp. 06/19/22

Charmaine Kennedy Dist. 3

Exp. 01/17/20

Octavia Smith Dist. 4

Exp. 07/03/20

Thelma Jean Overman Dist. 5

Exp. 02/06/20

Dist. 6

Exp. 01/04/19

Sandra Watley **Mayoral**

Exp. 01/03/20

Steven Chisholm At-Large

Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden

Exp. 6/18/15

Vacant - (Employee Representative)

~~James White~~

Exp. 12/04/11

- (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Jim Wright (Building Contractor)

Exp. 9/18 (1 Year Term)

Deborah Owens (General Member)

Exp. 9/19 (2 Year Term)

Guy Borrusch General Member)

Exp. 9/19 (2 Year Term)

Dorsey Williams (Contractor)

Exp. 9/20 (3 Year Term)

James Garrett (Engineer)

Exp. 9/20 (3 Year Term)

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Henry Wade		Exp. 12/17
- (Licensed Plumber)		
Stephen Lawrence		Exp. 12/17
Tiara Jones		Exp. 10/17
Kenyatta Mason		Exp. 10/17
- (Licensed Electrician)		
Marcus Hendricks –		Exp. 12/17
- (Licensed Electrician)		
- Tom Michelini		Exp. 04/19
– Building Inspector		
- (Licensed Engineer/Inspector)		

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Connie R. Mitchell		Tenure
Martha Theis		Exp. 01/14/18
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
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/19/21
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

Jean Liddell

Dist. 6

Exp. 09/18/19

George Mitchell

Exp. 10/16/19

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

Brittini 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

12-18-17

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
Opal Nolen	Dist. 2	Exp. 11/6/19
Shelby Johnson	Dist. 3	Exp. 09/15/16
Vernel Massey	Dist. 4	Exp. 12/01/16
Lenardo Gambrio	Dist. 5	Exp. 10/15/16
Connie R. Mitchell	Dist. 6	Exp. 09/05/19
Tonia Williams	Mayoral	Exp. 02/20/19
Shirley Hankerson	Mayoral	Exp. 05/01/19
Ned Sanders	Council	Exp. 07/07/19
Timothy Williams	?	Exp. 10/2/21

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. 09/20
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., TIFA 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. 12/18
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

12-18-17

NOTES:

 Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: December 7, 2017

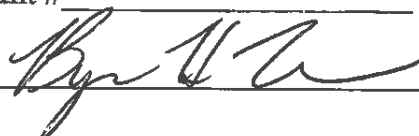
From: Jerome Bivins, DPS Director Date for Council's Consideration: December 18, 2017

ACTION REQUESTED: Consider authorizing the Director of DPS, as a representative of the City, to make an application to the Michigan Department of Transportation for necessary annual permit to work within the State trunk line rights of way on behalf of the City of Inkster. Also consider adopting the attached resolution to be submitted to MDOT as part of requirement to submit the permit application.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Mayor's Approval



BACKGROUND:

Michigan Avenue (US12) is a State trunk line. Any works performed on the infrastructure within the right of way of this trunk line requires a permit from MDOT. The example of works would be to repair fire hydrant, water gate valve, man hole, sewer or water line, etc.

SCOPE OF SERVICES:

To perform repair works within the State trunk line right of way.

JUSTIFICATION:

MDOT's Standard Operating Practice

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

N/A

PROJECTED TIME TABLE:

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

RESOLUTION:

Authorization is hereby given to Director of DPS, as a representative of the City, to make an application to the Michigan Department of Transportation for necessary annual permit to work within the State trunk line rights of way on behalf of the City of Inkster. Also consider adopting the attached resolution to be submitted to MDOT as part of requirement to submit the permit application.

Resolved by

Seconded by

Yes:

No:

Absent:

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way".

RESOLVED WHEREAS, the _____
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name: _____

Jerome Bivins, Director of Department of Public Services _____

Bud Avery, Superintendent _____

Daryl Davis, Crew Chief _____

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____
(Name of Board, etc)

of the _____ of _____
(Name of GOVERNMENTAL AGENCY) (County)

at a _____ meeting held on the _____ day

of _____ A.D. _____

Signed _____ Title _____

REQUEST FOR COUNCIL ACTION

To: Council

Date: 12/13/17

From: Georgina Clark, HR Director

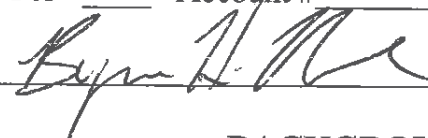
Date for Council's Consideration: 12/18/17

ACTION REQUESTED: Consideration and approval of amended changes to schedules B & C

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND:

To update the Human Resource department on Onboarding and automates the entire hiring and performance evaluation process.

SCOPE OF SERVICES:

JUSTIFICATION:

Mayor

PROJECT IMPROVEMENTS:

Changes to be made: Schedule B reduction in paid days off: (B-2) Vacation 20 to 10 days; (B-4) Sick 12 to 6 days; and Personal 6 to 4 (B-14) removal of Duty of Disability supplemental

Changes to be made: Schedule C reduction in paid days off: (C-2) vacation days 10; sick days 6; (C-13) removal of Duty of Disability

COSTS:

No cost but reduction in paid time off and supplemental pay.

PROJECTED TIME TABLE:

January 1, 2018

RESOLUTION:

Authorization and approval is hereby given to: Amended changes to schedule B & C

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

SCHEDULE C

C-1 SALARY, EXPENSE AND OTHER ALLOWANCES

These shall be governed by specific appropriation in the Annual Budget, or at the discretion of the City Council upon the recommendation of the Mayor.

C-2 ANNUAL VACATION LEAVE

Annual Vacation leave will consist of (10) days, after which no additional leave will be given.

C-3 PAID HOLIDAYS (14)

New Year's Eve	Thanksgiving Day &
New Year's Day	day After Thanksgiving
Martin Luther King's Birthday (1-15)	Christmas Eve
Good Friday	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	One Floating Holiday may be
Labor Day	taken upon request with the
Veterans Day	approval of the supervisor.

C-4 SICK LEAVE

Six (6) days of sick leave will be given to an employee every fiscal year.

- (a) The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his absence on such leave. Should a change in the workweek occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new work week schedule.
- (b) A certification of illness or jury from a physician of the Mayor's choosing, at the City's expense may be required by the Mayor as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.

- (c) Sick leave will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self- employed or employed by other than the city.**
- (d) Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty within one (1) hour after the starting time of his/her particular shift on the first day of his/ her absence, unless other reporting agreements are made between the employee and his/her department head, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.**
- (e) If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.**
- (f) When an employee receives his/her last check for sickness, he/she will be placed on leave without pay for a period not exceed three (3) years or his/her seniority, whichever is less. If, at the end of that time, employee is still unable to return to work, his/her employment shall be terminated. Employee shall be eligible for re-employment, provided he/she has completely recovered, and has a doctor's statement to that effect subject to City physical examination and approval, and provided further, that a position is available in accordance with his/her seniority.**
- (g) Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty within one (1) hour after the starting time of his/her particular shift on the first day of his/ her absence, unless other reporting agreements are made between the employee and his/her department head, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.**
- (h) If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.**
- (i) When an employee receives his/her last check for sickness, he/she will be placed on leave without pay for a period not exceed three (3) years or his/her seniority, whichever is less. If, at the end of that time, employee is still unable to return to work, his/her employment shall be terminated.**

Employee shall be eligible for re-employment, provided he/she has completely recovered, and has a doctor's statement to that effect subject to City physical examination and approval, and provided further, that a position is available in accordance with his/her seniority.

- (j) During any period an employee is off on a medical leave of absence, medical and life insurance will continue in full force by the employer at the group rate for a period not to exceed ninety (90) days.
- (k) Effective July 1, 1985, any schedule C employee of the City of Inkster who voluntarily terminates employment and who has 15 years or more of service with the City of Inkster may convert sick leave to vacation leave at the rate of (5) sick days to one (1) vacation day (see council Resolution #85-9-341).

Unused Sick will be accumulative.

C-5 PERSONAL LEAVE

Four (3) days per year – not related to sick leave use and not cumulative. All use shall be with approval of the Mayor.

C-6 EMERGENCY AND FUNERAL LEAVE

In the case of serious illness in the immediate family, emergency leave may be granted by the Mayor. Immediate family shall include wife, husband, child, brother, sister, parent, parent-in-law and grandparents.

In case of a death in the immediate family, upon approval from the Mayor, leave may be granted. Immediate family is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparents, sister-in-law and brother-in-law.

If death occurs to other relatives of the employee and/or if there are other emergencies not stated above, leave may be granted and chargeable to accumulated sick leave.

Emergency and funeral leave together shall not exceed ten (10) days per year.

C-7 DEFERRED COMPENSATION

All employees will be eligible to participate in a 457 Plan. Vacation payout may be added to this plan.

C-8 INSURANCES (Hospital/Medical, Sickness/Accident, Long Term, Short-Term, Dental)

Terms, coverage and contributions shall be determined by the plan currently in force for AFSCME employees.

C-9 LIFE INSURANCE-Based upon annual salary.

Term and coverage and contributions shall be determined by the plan currently in force for AFSCME employees.

C-10 SEVERANCE PAY (Subject to the approval of the Mayor)

If the employee's services are terminated involuntarily (for other than retirement or unlawful conduct), the employee shall be paid severance pay as follows: For service...

- | | |
|--------------------------------|------------------------|
| A. Up to two years: | Two weeks pay. |
| B. Up to five years: | Four weeks pay. |
| C. Up to ten years: | Eight week pay. |
| D. More than ten years: | Ten weeks pay. |

C-12 MATERNITY LEAVE

Terms and coverage shall be determined by the leave currently in force for AFSCME employees.

C-13 PART-TIME EMPLOYEES (NOT TEMPORARY EMPLOYEES)

Part-time employees are not eligible to participate in the benefits associated with full-time employment (i.e. health, optical, dental, etc.).

Part-time employees will be paid for holidays if the holiday falls on their regularly scheduled day of work (pro-rated, if necessary).

After one year of service, part-time employees will be eligible for vacation time, on a pro-rated basis. There will be no payout for vacation time upon resignation, or termination.

The Mayor may approve funeral leave. Part-time employees may participate in the Deferred Compensation Program.

The Mayor may approve Emergency Leave on a case by case basis.

**WNL:GC
Revised 11/2017**

SCHEDULE B

B-1 SALARY, EXPENSE AND OTHER ALLOWANCES

These shall be governed by specific appropriations in the Annual Budget, or at the discretion of the City Council upon the recommendation of the Mayor.

B-2 ANNUAL VACATION LEAVE

July of each year ten (10) days will be added to the employee's bank.

B-2 ANNUAL VACATION LEAVE

Exceptions: Employees on Leave of Absence will receive a pro-ration of the annual leave bank upon their return.

Upon the completion of years of service indicated above, pro-rated annual leave will be added to the employee's bank covering the remaining complete months of the fiscal year.

New hires will have their annual leave pro-rated on the basis of complete fiscal year.

All vacation leave must have prior approval of the Mayor.

Employees will be eligible to utilize annual leave after thirty (30) calendar days from their date of hire.

Annual leave days are not cumulative if you do not use your leave by the end of the fiscal year then you lose it.

Employees will not be eligible for annual leave payout until they have served one (1) complete year.

Annual leave payouts are predicated on the remainder of the employee's leave bank for the previous fiscal year and the annual leave the employee would have accumulated on a monthly basis in the current fiscal year, based upon their accrual schedule:

After 1 year	50% payout of vacation
After 2 years	100% payout of vacation

Employees paid for at least 18 work days in the month of separation will receive credit for that month for the purpose of payout.

Annual leave payouts are at one hundred percent (100%) of the employee's current salary upon separation (after two (2) years), retirement, or death.

An employee who is granted a leave of absence without pay who is entitled to use annual leave, shall have the option of:

Using accumulated annual leave prior to the commencement of the leave of absence without pay, or, having accumulated annual leave frozen as of the commencement of the leave without pay. If the employee does not return to work after the termination of the leave, then any accumulated leave time shall be paid at the employee's rate in effect at the beginning of the leave.

B-3 PAID HOLIDAYS (14)

New Year's Eve
New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Employee's Birthday
One Floating Holiday may
be taken, upon request,
with the approval of the
Supervisor.

B-4 SICK LEAVE

July 1 of each year six (6) sick days will be added to the employee's bank. Employees hired during the year will have this time pro-rated.

Employees will be eligible to utilize sick leave after thirty (30) calendar days from their date of hire.

Employees on Leave of Absence will receive a pro-ration of the sick leave bank upon their return.

Unused sick will be accumulative.

There will be no sick leave payout.

The City adheres to FMLA guidelines.

B-5 PERSONAL LEAVE

Four (4) days per year – not related to sick leave use and not cumulative. All use shall be with approval of the Mayor.

B-6 EMERGENCY/FUNERAL LEAVE

In case of serious illness in the immediate family, emergency leave may be granted by the Mayor. Immediate family shall include wife, husband, child, brother, sister, parent, parent-in-law and grandparents.

In case of a death in the immediate family, upon approval from the Mayor, leave may be granted to a department head. Immediate family is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparents, sister-in-law and brother-in-law.

If death occurs to other relatives of a department head and/or if there are other emergencies not stated above, leave may be granted and chargeable to accumulated sick leave.

Emergency and funeral leave together shall not exceed ten (10) days per year.

B-7 UNPAID LEAVE OF ABSENCE

With the approval of the Mayor unpaid leave may be granted in three month increments not to exceed eighteen (18) months.

B-8 DEFERRED COMPENSATION

**All employees will be eligible to participate in a 457 Plan.
Vacation payout may be added to this plan.**

B-9 MATERNITY LEAVE

The City will follow FMLA guidelines. Employees are eligible for the same unpaid leave as other employees i.e. three (3) month increments, not to exceed eighteen (18) months.

B-10 INSURANCE

Health – Opting out – ½ cost of single person

Dependent children

Vision – Employee pays premium

Dental – The City will pay up to \$150.00 per year.

Life - The nearest one thousand dollars (\$1,000.00) of their base salary with a minimum of \$20,000.

LTD - Upon request, City will cover employee with insurance for 60% of base salary. The employee will pay 50% of the premium. Maximum of \$5,000.

STD - Upon request, City will cover employee with insurance for a weekly benefit of 60% if salary up to a maximum of \$350.00. The employee will pay 50% of the premium.

No coordination of coverage, your coverage or spouse coverage.

Upon retirement, stipend to stay off health care.

B-11 SEVERANCE PAY (Subject to the Mayor's approval)

If the employee's services are terminated involuntarily (for other than retirement or unlawful conduct), the employee shall be paid severance pay as follows: For services. . .

- | | | |
|-----------|-----------------------------|---|
| A. | Up to two years: | Two weeks pay. |
| B. | Up to five years: | Four weeks pay. |
| C. | Up to ten years: | Eight weeks pay. |
| D. | More than ten years: | Twelve weeks pay or 50% of accumulated sick leave, whichever is greater. |

B-12 PHYSICAL EXAMINATION

Upon the employee's request, the City will provide an annual physical by such clinic or physician as shall be designated by the Mayor. If the employee elects to have the physical at another facility, the City will pay no more than the amount at the designated facility.

B-13 ALLOWANCES

Police and Fire Administrators shall receive the same allowances (Equipment) as that paid to the Union employees in their departments.

B-14 WAGE CONCESSIONS

In the event of an across the board salary reduction or concession, benefits based on salary will remain at the level prior to such wage reductions or concessions. Example of such benefits would be pension, disability insurances, life insurance, etc.

**WNL: GC
Revised 11/2017**

REQUEST FOR COUNCIL ACTION

To: Council

Date: 12/13/17

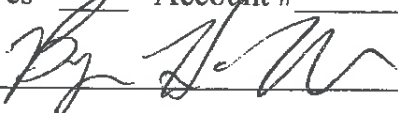
From: Georgina Clark, HR Director

Date for Council's Consideration:

ACTION REQUESTED: Consideration & Approval of NEOGOV software for the public sector

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval 

BACKGROUND:

To update the Human Resource department on Onboarding and automates the entire hiring and performance evaluation process.

SCOPE OF SERVICES:

JUSTIFICATION:

Georgina Clark, HR Director

PROJECT IMPROVEMENTS:

To make the HR Dept more efficient and organized for Onboarding.

COSTS:

Please see attached documentation

PROJECTED TIME TABLE:

December 19, 2017

RESOLUTION:

Authorization and approval is hereby given to: Implement new HR Software

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

ONLINE SERVICES AGREEMENT

THIS ONLINE SERVICES AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 201__ (the "Effective Date"), by and between **GovernmentJobs.com, Inc.**, a California corporation doing business as NEOGOV ("NEOGOV"), with offices at 300 Continental Blvd., Suite 565, El Segundo, California 90245, and the City of Inkster, MI, a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of Online Services.

(a) **Services.** Subject to the terms and conditions set forth herein, Customer hereby engages NEOGOV, and NEOGOV hereby agrees, to provide Customer with, and/or access to, the services (the "Services") described in this Agreement and in the order form attached hereto as Exhibit A (the "Order Form"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

(b) **Change Orders.** Either party may initiate a change to any part of the Order Form by delivering a written change order request to the other party. The receiving party shall notify the party making such request, in writing within ten (10) business days of such receiving party's receipt of such change order request, of such receiving party's acceptance or rejection of the proposed changes. If the receiving party fails to respond within such ten (10) business day period, such receiving party shall be deemed to have rejected such proposed changes. If the receiving party approves such change order, the parties shall agree on the estimate of time to complete the changes, associated costs, an impact analysis indicating ramifications or impacts to the overall project, a modification of any affected Fees, Services or deliverables, and any other relevant details related to such change order.

2. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) **Compliance with Laws.** Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, code and ordinances.

(b) **Customer Data and Website.** Customer shall be solely responsible for (i) the accuracy and completeness of all records, databases, data and information provided, submitted or uploaded by Customer or its users in connection with this Agreement or use of the Services ("Customer Data"), (ii) the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's website, and (iii) making and keeping copies of all Customer Data. Except set forth in Section 9(c)(ii), NEOGOV shall have no obligation to provide or make available to Customer, and Customer shall have no right to receive, a copy of the Customer Data or any associated data files in any format.

(c) **Acceptable Use.** Customer shall not: (i) provide system passwords or other log-in information for the Services to any third party except those specifically authorized to access the Services in this Agreement; (ii) share non-public NEOGOV system features or content with any third party; (iii) access the Services in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the Services or any underlying software or component thereof; or (v) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Services except as expressly permitted by this Agreement. In the event that NEOGOV suspects any breach of the requirements provided in this Section 2(c), including by way of users of Customer's system, NEOGOV may suspend Customer's access to the Services for the reasonable time required to confirm or deny suspicion, in addition to other lawful remedies as required.

(d) **Unauthorized Access.** Customer will take reasonable steps to prevent unauthorized access to the Services, including, without limitation, by protecting its passwords and other log-in information for the Services.

Customer will notify NEOGOV immediately of any known or suspected unauthorized use of the Services or breach of its security and will use best efforts to stop any such breach.

(e) Customer Equipment. Other than the Services provided by NEOGOV, Customer is responsible for all other services, equipment and facilities (including, without limitation, all hardware, telecommunications equipment, connectivity, cabling and software) required to access the Services. Customer shall be responsible for procuring all licenses of third party software necessary for Customer's use of the Services.

3. Maintenance and Support Services.

(a) Maintenance. NEOGOV maintains NEOGOV's hardware/software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, and security for the Services. Preventive system maintenance is conducted by NEOGOV from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks. Customer is not responsible for NEOGOV system maintenance.

(b) Modification. NEOGOV may periodically modify the features, components and functionality of the Services. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification of the Services provided by NEOGOV.

(c) Support. Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Los Angeles Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. Both phone and online case receipts are confirmed immediately. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request). High priority issues such as "system down" will be addressed immediately and resolved as soon as possible. All other issues are reviewed internally by NEOGOV, and then will be discussed and reviewed with Customer to identify priority and a resolution timeline.

(d) Updates and Upgrades. During the Term, NEOGOV will make all Updates and Upgrades to the Services accessible to Customer at no additional expense to Customer. Upgrades are automatic and available upon Customer's next login to the Services following an Update or Upgrade. NEOGOV shall have no obligation to provide, at no additional expense to Customer, major product enhancements and/or new features that NEOGOV markets separately to other customers for an additional fee; provided, that, NEOGOV may, in its sole discretion, elect to provide such enhancements or features to Customer on a case-by-case basis at no cost. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to in Customer's hardware, systems or other software which may be necessary to use or access the Services due to an Update or Upgrade. For the purposes hereof, (i) "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its third-party customers of the same module, excluding Upgrades, and (ii) "Upgrade" means any update of the Services or underlying NEOGOV software such as bug fixes, platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available and does not market separately to other customers on a custom, exclusive basis for a separate fee.

(e) Training. NEOGOV will provide Customer with access to the online training materials. All NEOGOV provided training materials will be provided online, unless otherwise set forth in the Order Form.

(f) Limitations. This Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly required to be provided by NEOGOV in this Agreement, including, but not limited to, training, data conversion, and program modification and enhancement.

4. Ownership and Protection.

(a) Customer Data. As between NEOGOV and Customer, Customer shall exclusively own all right, title and interest in and to all Customer Data and all intellectual property and proprietary rights anywhere in the world ("Proprietary Rights") therein. Other than as set forth in Section 4(c), NEOGOV shall (i) acquire no rights in any NEOGOV

Customer Data, and (ii) process Customer Data only to provide the Services or as otherwise instructed by Customer, or as may be required or permitted by applicable law.

(b) NEOGOV Intellectual Property. As between NEOGOV and Customer, NEOGOV shall exclusively own all right, title and interest in and to all Services (including any Update or Upgrade thereto), NEOGOV's products, system, any software (including any source code or object code) or documentation related thereto, any trademarks, service marks, logos and other distinctive brand features of NEOGOV and all Proprietary Rights embodied therein (collectively, the "NEOGOV Intellectual Property").

(c) Customer Grant to Use Certain Customer Data. Customer hereby grants to NEOGOV a perpetual, irrevocable, non-exclusive, royalty-free, fully transferable, worldwide license to download, use, reproduce, archive, adapt, combine with other data, edit and re-format, generate, store, disclose, create derivative works of, sell and exploit (commercially or otherwise) any and all Customer Data that does not constitute personally identifiable information for any purpose, including, without limitation, to provide the Services to Customer and its users and to analyze use of, and develop improvements to, the Services.

(d) Reservation of Rights. This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. Except as expressly set forth in Section 4(e), this Agreement does not grant Customer any licenses or other rights with respect to any of the NEOGOV Intellectual Property. All rights not expressly granted herein are reserved by NEOGOV.

(e) NEOGOV License Grant. NEOGOV's approved logos and trademarks (the "Approved Marks"), including the "powered by" logo, will appear on the "employment opportunities", "job description" and other NEOGOV hosted pages. NEOGOV hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term to use and reproduce the Approved Marks solely for purposes set forth in this Section 4(e). All uses of the Approved Marks shall conform to NEOGOV's standard guidelines and requirements for use of the Approved Marks.

(f) Privacy. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data. Customer shall comply with all applicable laws and regulations relating to (i) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data (including any personally identifiable information). Without limiting the generality of the foregoing, in using the Services or any other NEOGOV Intellectual Property, Customer will not disclose or provide to NEOGOV any personally identifiable information of any other person or entity.

5. Representations, Warranties and Disclaimers.

(a) Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

(b) Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

NEOGOV

Page 3 of 15

(d) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following the mutual execution and delivery of this Agreement, each party hereto may advertise, disclose and publish its relationship with the other party under this Agreement. NEOGOV may display Customer's name and logo in connection with such advertisement, disclosure and publishing.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret and (c) trade secrets (collectively, "**Confidential Information**"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party (y) except as permitted or authorized herein or (z) except as required by law including the Public Records Act of the State of MI, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

8. **Liability Limitations.**

(a) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEOGOV HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF NEOGOV KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) **WITHOUT LIMITATION OF SECTION 8(A), EXCEPT FOR DAMAGES ARISING OUT OF NEOGOV'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF NEOGOV FOR ANY AND ALL CLAIMS AGAINST NEOGOV UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO NEOGOV UNDER THIS AGREEMENT DURING THE INITIAL TERM. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR**
NEOGOV

MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

9. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and remain in effect for the initial term set forth on the Order Form, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least ninety (90) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement.

(b) Termination.

(i) Termination by NEOGOV. NEOGOV may suspend the Services or terminate this Agreement immediately in the event of any of the following: (A) Customer fails to pay any amount then due under this Agreement and such failure is not cured within five (5) days following NEOGOV’s written notice thereof, (B) Customer is in material breach of this Agreement and such breach is not cured within thirty (30) days following NEOGOV’s written notice thereof; or (C) the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy.

(ii) Termination by Customer. Customer may terminate this Agreement immediately if NEOGOV is in material breach of this Agreement and such breach is not cured within thirty (30) days following Customer’s written notice thereof.

(c) Effect of Termination.

(i) Generally. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts owing to NEOGOV under this Agreement.

(ii) Customer Data. Upon expiration or any termination of this Agreement, Customer may elect to receive either associated data files from the NEOGOV system or read-only access to such files as set forth below.

(A) Delivery of Insight Data Files. Upon expiration or termination of this Agreement, in the event that Customer elects to receive Insight data files from the NEOGOV system, NEOGOV shall provide Customer with a dedicated data file in .CSV format, or provide a proprietary and confidential delete of data. Such data files will be comprised of Customer’s standard data contained in NEOGOV’s Insight Enterprise (IN) system. The structure of the relational database will be specific to the Customer’s data and will not be representative of the proprietary NEOGOV database. NEOGOV retains the right to purge such data files from NEOGOV’s systems without consent from, or notice to, the Customer after ninety (90) days after the date of expiration or termination of this Agreement.

(B) Read-Only Access. In the event that Customer elects to maintain read-only access to such associated data files, Customer shall deliver to NEOGOV written notice of such election within ninety (90) days of the date of expiration or termination date of this Agreement. As consideration for such access, Customer

NEOGOV

Page 5 of 15

agrees to pay NEOGOV an upfront payment equal to ten (10%) of annual recurring Fee in effect at the time of the expiration or termination of this Agreement. Customer agrees that such access to the NEOGOV system shall be limited to the functionality included at time of the expiration or termination of this Agreement. Customer may only elect to maintain read-only access to such data files if Customer has paid all outstanding amounts owed to NEOGOV under this Agreement.

(d) Survival. Sections 2, 4(a) through 4(d), 4(f), 5, 6, 7, 8, 9(c), 9(d), 12 and 13 shall survive the termination or expiration of this Agreement.

10. Payments.

(a) Payment Terms. Customer shall pay NEOGOV the applicable fees set forth in the Order Form (collectively, the “Fees”) within the applicable time periods set forth in the Order Form. NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period. The parties agree that all invoices shall be delivered to the stated “Bill To” party on the Order Form.

(b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV’s request therefor.

(c) Fee Increases. NEOGOV may, in its sole discretion, increase the Fees for any Renewal Term. NEOGOV shall provide Customer with written notice of any such Fee increase at least one hundred twenty (120) days’ prior to the commencement of such Renewal Term.

11. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV’s reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.

12. Piggyback Clause. It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual Agreement made between NEOGOV and any entity other than Customer.

13. Miscellaneous.

(a) Assignment. This Agreement may not be assigned by either party without the express written approval of the other party and any attempt at assignment in violation of this Section 13(a) shall be null and void.

(b) Entire Agreement; Amendment. This Agreement and the Order Form constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of MI, without giving effect to conflict of law rules.

(d) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

(e) Independent Contractor; Third Party Agreements. Customer is and shall be deemed to be an independent contractor of NEOGOV and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto, or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

(f) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address set forth in the introductory paragraph hereof. Notice of change of address shall be given by written notice in the manner detailed in this Section 13(f).

(g) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.

(h) Attorneys' Fees. Should either party hereto initiate a legal or administrative action or proceeding (an "Action") to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all reasonable costs of the Action, including without limitation attorneys' fees and costs.

(i) Conflict. In the event of a conflict between the body of this Agreement and the Order Form, the terms of the body of this Agreement shall control.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

Customer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NEOGOV: **GovernmentJobs.com, Inc., a California corporation**

Signature: _____

Print Name: _____

Title: _____

Date: _____



EXHIBIT A – ORDER FORMCustomer:Bill To:

Inkster, City of (MI)		<u>Attn: Gina Clark</u>	
<u>Quote Date:</u>	<u>11/20/2017</u>	<u>Revision:</u>	<u>1</u>
<u>Valid From:</u>	<u>11/20/2017</u>		
<u>Valid To:</u>	<u>12/31/2017</u>	<u>Order Number:</u>	
<u>Requested Service Date:</u>	<u>TBD</u>	<u>Initial Term:</u>	<u>12 Months</u>

Order SummaryAnnual Recurring Fees

<u>Line</u>	<u>Description¹</u>	<u>Initial Annual Recurring Fee²</u>
1.	Insight Enterprise Edition (IN)	
	IN Subscription	<u>\$3,350.00</u>
2.	GovernmentJobs.com Job Posting Subscription (GJC)	
	GJC Subscription	<u>\$750.00</u>
3.	Perform (PE)	
	PE Subscription	<u>NA</u>
4.	Onboard (ON)	
	ON Subscription	<u>\$2,495.00</u>
5.	NEOGOV Integrations	
	Integration Maintenance	<u>NA</u>
<u>Sub Total:</u>		<u>\$6,595.00</u>

Non-Recurring Fees

Line	Description ¹	Non-Recurring Fees
NEOGOV Services		
6.	Insight (IN)	
	Setup and Implementation	\$1,500.00
	Training	\$1,000.00
7.	Perform (PE)	
	Setup and Implementation	NA
	Training	NA
8.	Onboard (ON)	
	Setup and Implementation	\$1,500.00
	Training	\$1,000.00
	Onboard form building as Professional Service ²	NA
9.	NEOGOV Integrations	
	Setup and Configuration	NA
Sub Total:		\$5,000.00
Order Total:		\$11,595.00

¹Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. Customer may request a quote for these items at their discretion throughout the Term.

² The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

1. Description of Services.

(a) Insight Enterprise (IN). Insight Enterprise (IN) is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise (IN) enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/and approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

(i) Recruitment

- Online job application
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

(ii) Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

- (iii) Applicant Tracking
 - Email and hardcopy notifications
 - EEO Data collection and reports
 - Track applicants by step/hurdle
 - Schedule written, oral, and other exams
 - Candidate self-service portal for scheduling and application status
- (iv) Reporting and Analysis
 - 90 standard system reports
 - Ad hoc reporting tool
- (v) HR Automation
 - Automatically route job requisitions and hire actions for approval
 - Automatically score and pass/fail applicants based on scoring plans
 - Automatically email users when there are candidates sent to them for review
 - Automatically email jobseeker job interest card notices for jobs posted on the main job openings page
- (vi) Training
 - NEOGOV will create a Customer-specific training environment for Insight Enterprise (IN), which is used by Customer during training and afterwards to train in prior to moving into production.
 - Customer will have full access to the demo/training environment setup for Insight Enterprise (IN).
 - NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
 - NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses for the following three Customer website links (NEOGOV will provide the new link addresses)::

- Job openings
- Promotional job openings
- Transfer Job openings
- Class Specifications
- Job Interest Cards

Furthermore, Customer may export data from and to Insight Enterprise (IN) to integrate with other systems. As part of each such integration, NEOGOV shall:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
- Provide Integration Worksheets and/or guides.

Specifications regarding for cost, additional NEOGOV integrations can be made available to Customer, including:

- Configure New Hire Export Interface
- Configure Position Control Import Interface
- Class Spec Interface
- Employee Integration

(b) GovernmentJobs.com Job Posting Subscription. A subscription to GovernmentJobs.com Job Posting Subscription will include the following functionality:

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

(c) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales
- Log of Performance Observations throughout the year
- Peer Reviews & Multi-rater capability
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

(d) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:

- Electronic Employee File
- Federal I9 and W4 forms
- Task Manager
- Employee data upload
- Build your own Onboarding forms*

*Onboard (ON) includes Federal I9 standard forms that are updated annually and Federal W4 forms updated every 2-4 years. Additional forms or form maintenance is available from NEOGOV at the following cost.

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

(e) NEOGOV Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual maintenance by NEOGOV
- Employee import and export
- Department division position import and export

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

(f) NEOGOV Implementation. The following activities will be conducted as a part of the Services:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.

- NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
- NEOGOV will establish Customer's production environment.
- All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
- Following NEOGOV product rollout, NEOGOV and Customer will conduct two (2) post go-live conference call(s) (if scheduled) to ensure that the rollout was completed successfully and that any production questions are addressed promptly.

2. Fees. Customer shall pay the Fees set forth in this Order Form as follows:

(a) Annual Recurring Fees. Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form. Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor. The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

(b) Training Fees. Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form.

(c) Setup and Implementation.

(i) If the Services do not include a subscription to the Onboard (ON) or Perform (PE) products, then Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form.

(ii) If the Services include a subscription to the Onboard (ON) or Perform (PE) products, Customer shall be entitled to a fifty percent (50%) discount on the setup and implementation Fees for such products if Customer implements such NEOGOV products within ninety (90) days of the respective Implementation Start Date. New setup and implementation Fees may apply if setup and implementation must be renewed.

(d) Other Fees. Any other Fees owed by Customer to NEOGOV pursuant to this Agreement shall be paid by Customer within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor.

3. Miscellaneous.

(a) Online Services Agreement. This Order Form is an attachment to and part of that certain Online Services Agreement (the "Agreement") by and between NEOGOV and Customer. Terms not defined in this Order Form shall have the meanings set forth in the Agreement. THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AGREEMENT. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS READ THE AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS PROVISIONS.

(b) Effectiveness. Neither Customer nor NEOGOV will be bound by this Order Form until this Order Form has been signed by authorized representatives of both parties.

(c) Modifications. This Order Form may not be modified or amended except through a written instrument signed by the party to be bound.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their respective duly authorized officers as of the date set forth below.

<u>Customer:</u>		<u>NEOGOV: GovernmentJobs.com, Inc.</u>	
Signature: _____		Signature: _____	
Print Name: _____		Print Name: _____	
Title: _____		Title: _____	
Date: _____		Date: _____	

To be filled out ONLY if the Services include a subscription to the Onboard (ON) or Perform (PE) product:

<u>Customer Executive Officer/Director:</u>	<u>Customer Project Manager:</u>
Print Name: _____	Print Name: _____
Signature: _____	Title: _____
Title: _____	Email: _____
Email: _____	<u>Implementation Start Date(s):</u> _____ <u>Target Go-Live Dates:</u> _____
	Insight: _____
NEOGOV Implementation Consultant shall send a project progress update to the executive listed every 30 days.	Onboard: _____
	Perform: _____



[About](#) [Careers](#) [Culture](#) [Blog](#) [Awards](#)

About Us

focused on the public sector, focused on you

NEOGOV is the market and technology leader in on-demand human resources software for the public sector. Our HR software automates the entire hiring, onboarding, and performance evaluation process.

our STORY

NEOGOV HR software automates the entire hiring and performance evaluation process, including position requisition approval, automatic minimum qualification screening, test statistics and analysis, and EEO reporting.

NEOGOV works with a large number of state and local government agencies, ranging in size from 100 to 60,000 employees, including agencies such as the State of South Carolina, the State of Tennessee, City of Dallas, TX; City of Houston, TX; Baltimore County, MD; City and County of Denver, CO; City and County of Honolulu, HI; City of Nashville, TN; and more than 25% of California's Counties, including Santa Clara County, San Bernardino County, San Diego County, and Orange County.

Because our solutions are both easy-to-use and fast to implement, we are able to offer a public sector model that is low risk, but offers a high ROI at the same time.

Browse the links below to learn more about our products, customers, and open career positions:

 [View Our Products](#)

 [Read Customer Testimonials](#)

 [Browse Current Job Openings](#)

client TESTIMONIALS

With our old system only 54% of applicants were applying online. Within the first three months of implementation, we saw a significant increase in online applications.

DEBBIE NISHIYAMA
State of Hawaii



Sign up for Our Newsletter

Email Address

Email address...

Subscribe

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: December 12, 2017

From: Sharde Fleming
Special Projects, Director

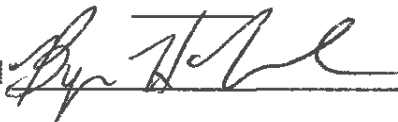
Date for Council Consideration: December 18, 2017

ACTION REQUESTED: Consider approval of an offer to purchase (Case # LD 17-31) five (5) vacant commercial parcels: 1) Cherry St. vacant lot (Property ID #44009020036000), 2) Cherry St. vacant lot (Property ID #44009020040000), 3) Cherry St. vacant lot (Property ID #44009020041000), 4) Cherry St. vacant lot (Property ID #44009020042000) and 5) Cherry St. vacant lot (Property ID #44009020043000) to Harlan Howard for the total amount of \$80,000.00 and a \$10,000.00 per year commitment to each of the following nonprofits once the business is open and running: Inkster Beagles, Inkster Task Force, Mothers Pantry and National Christians in Action for at least five years.

Current Action _X_ Emergency _____ Future _____

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

Mayor's Approval



BACKGROUND INFORMATION

Harlan Howard made an application to purchase five vacant commercial parcels:

1) Cherry Street vacant lot which is located on the north side of Cherry Street between Middlebelt Road and Harrison Street is legally described as 25N36 37 38 39 LOTS 36 THROUGH 39 INCLUSIVE DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020036000).

2) Cherry Street vacant lot which is located on the north side of Cherry Street Middlebelt Road and Harrison Street is legally described as 25N40 LOT 40 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020040000).

3) Cherry Street vacant lot which is located on the north side of Cherry Street between Middlebelt Road and Harrison Street is legally described as 25N41 LOT 41 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020041000).

4) Cherry Street vacant lot which is located on the north side of Cherry Street Middlebelt Road and Harrison Street is legally described as 25N42 LOT 42 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020042000).

5) Cherry Street vacant lot which is located on the north side of Cherry Street Middlebelt Road and Harrison Street is legally described as 25N43 LOT 43 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #4400902004300).

SCOPE OF SERVICES

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

JUSTIFICATION

The five commercial parcels are located in the M-1 Light Industrial District. The parcels are vacant and this purchase has the opportunity establish an additional tax base for the city. This proposed use aligns with the City's Master Plan.

PROJECT OR IMPROVEMENT TASKS

1. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster
2. Develop a plan to address the City's current debt and legacy costs
3. Improve and promote the image of Inkster

COSTS

The applicant has deposited \$1,000.00 for the parcels and is offering a total purchase price of \$80,000.00. This offer aligns with comps and the City's recent sales of parcels in this zoning area.

RESOLUTION

Authorization is hereby given for the sale of Cherry Street vacant lot which is legally described as 25N36 37 38 39 LOTS 36 THROUGH 39 INCLUSIVE DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020036000), Cherry Street vacant lot which legally described as 25N40 LOT 40 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020040000), Cherry Street vacant lot which is legally described as 25N41 LOT 41 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020041000), Cherry Street vacant lot which is legally described as 25N42 LOT 42 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020042000) and Cherry Street vacant lot which is legally described as 25N43 LOT 43 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #4400902004300) in the total amount of \$80,000.00 to Harlan Howard subject to the following conditions:

- Complete closing on the properties within 30 days by paying the balance of the price of sale (\$79,000.00), paying the cost of recording each deed, entering into a purchase agreement, and executing property transfer affidavits.

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 _____
Date Received 12-11-17
Case # _____

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Harlan Howard

Applicant's Address _____

Applicant's Phone Number: _____

Proposed Owner's Name (as indicated on deed): Harlan Howard

PROPERTY INFORMATION -- Purchase Offer \$80,125.00 and donations
(Please see attached documents)

Property Location: on the North side of Cherry Street/Avenue

Between Middlebelt _____ Street/Avenue and Street/Avenue Harrison _____

Tax ID, Legal Description, and Address if Structure 44009020036000, 44009020040000,
44009020041000, 44009020042000, 44009020043000 Please see attached document for
legal description and sizes of lots. _____

Parcel Size: _____ (Width) ___ X (Length) _____ Current Zoning R

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

Summary of Proposed Use: Processing and cultivation

Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$1000.00 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.

Applicant's Signature _____

12-10-17
Date

Broker's Name _____



ADDENDUM/AMENDMENT



DATE 12/08/17

This is an Addendum/Amendment to and becomes a part of Purchase Agreement dated
September 24th 2017 regarding property located at:

Cherry St. Lots

Parcel #	Size	Width	Length
44009020036000	133427	398	340 3.11AC
25N36 37 38 39 LOTS 36 THROUGH 39 INCLUSIVE DEARBORN ACRES SUB NO 2 T2S R9E L33 P79 WCR			

44009020040000	34103	100	342
25N40 LOT 40 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR			

44009020041000	37885	113	342
25N41 LOT 41 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR			

44009020042000	38774	116	341
25N42 LOT 42 DEARBORN ACRES SUB NO 2 T2S R9E L33 P79 WCR			

44009020043000	40987	121	341
25N43 LOT 43 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR			

Purchase price for the above parcels is \$80,125.00

Offer also includes a donation of \$10,000 per year to each nonprofit: Inkster Bengals, Inkster Task Force, Mothers Pantry and National Christians in Action. After the business is up and running.

Witness

Witness

Seller (L.S.)

Seller (L.S.)

Purchaser (L.S.)

Purchaser (L.S.)

Form No. 2149
Rev. 03/91

This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract.

InstanetFORMS

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: December 11, 2017

From: Sharde Fleming
Special Projects, Director

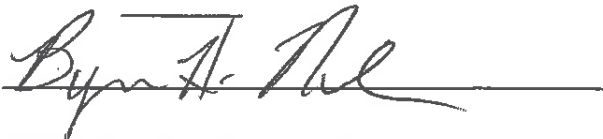
Date for Council Consideration: December 18, 2017

ACTION REQUESTED: Consider approval of an offer to purchase (Case #17-30) one (1) vacant parcel located on the east side of Inkster St. between Yale St. and New York St. and is legally described as 30J32A 33A E 98 FT OF LOTS 32 AND 33 WESTWOOD SUB OF VAN ALSTINE FARM T2S R10E L40 P29, 30 WCR (Property ID # 44022010032001) in the total amount of \$1,200.00 to Robert Arafat.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Mayor's Approval



BACKGROUND INFORMATION

Robert Arafat made application to purchase one vacant parcel which adjacent to his current business, Fast Franks:

- 1) This vacant parcel legally described as 30J32A 33A E 98 FT OF LOTS 32 AND 33 WESTWOOD SUB OF VAN ALSTINE FARM T2S R10E L40 P29, 30 WCR (Property ID # 44022010032001) in the total amount of \$1,200.00.

A picture and associated maps are attached. This parcel is being purchased as additional yardage to current lot to be used for future development.

SCOPE OF SERVICES

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

JUSTIFICATION

This vacant parcel is located in the B-2 (Thoroughfare Mixed Use District). This lot is buildable. The potential intended use for this parcel is an authorized use. The applicant is offering to purchase the subject parcel for a total purchase price \$1,200.00.

PROJECT OR IMPROVEMENT TASKS

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

COSTS

The applicant has deposited \$200.00 for the parcel and is offering a total purchase of \$1,200.00.

RESOLUTION

Authorization is hereby given to for the sale of one (1) residential vacant parcel on Stanford Ave. (Property ID # 44024020331000) to Robert Arafat subject to the following conditions;

- Complete closing on the parcel within 30 days by paying the balance of the price of sale (\$1,000.00), paying the cost of recording the deed (\$18.00), entering into a purchase agreement, and executing property transfer affidavit.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$200.00
Date Received 10/5/17
Case # 17-30

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Robert Arafat

Applicant's Address _____

Applicant's Phone Number: _____

Proposed Owner's Name (as indicated on deed): Yalda, LLC

PROPERTY INFORMATION -- Purchase Offer \$ 1,200.00

Property Location: on E side of Inkster Rd.
Street/Avenue

Between Yale Street/Avenue and New York Street/Avenue

Tax ID, Legal Description, and Address if Structure _____

E. 98 Ft of LOTS 32 AND 33 Westwood Sub of Van Alstine Farm T2S R10E L40 P29, 30 WCR
#44-022-01-0032-001

Parcel Size: 90.00 (Width) X 98.00 (Length) Current Zoning B-2; Throughfare
Mixed Use
District

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

Summary of Proposed Use: Property is adjacent to my property

Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$200.00 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.

Applicant's Signature _____

9-27-17
Date

Ernestine Williams, Will Cooperate, LLC
Broker's Name

LEGAL DECRPTION: VACANT LOT (INKSTER RD)

**30J32A 33A E 98 FT OF LOTS 32 AND 33 WESTWOOD SUB OF VAN ALSTINE FARM T2S R10E L40 P29, 30
WCR**

PARECEL ID#: 44 022 01 0032 001



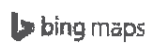
SECTION 25		SECTION 30	
ROAD		ROAD	
PRINCETON		PRINCETON	
19a	802	19a	792
20a	801	20a	791
21a	800	21a	790
22a	799	22a	789
23a	798	23a	788
24a	797	24a	787
25a	796	25a	786
26a	795	26a	785
27a	794	27a	784
28a	793	28a	783
29a	792	29a	782
30a	791	30a	781
NORFOLK		NORFOLK	
25a	710	25a	700
26a	709	26a	699
27a	708	27a	698
28a	707	28a	697
29a	706	29a	696
30a	705	30a	695
31a	704	31a	694
32a	703	32a	693
33a	702	33a	692
34a	701	34a	691
35a	700	35a	690
36a	699	36a	689
VALE		VALE	
31a	618	31a	608
32a	617	32a	607
33a	616	33a	606
34a	615	34a	605
35a	614	35a	604
36a	613	36a	603
37a	612	37a	602
38a	611	38a	601
39a	610	39a	600
40a	609	40a	599
41a	608	41a	598
42a	607	42a	597
NEW YORK		NEW YORK	
37a	526	37a	516
38a	525	38a	515
39a	524	39a	514
40a	523	40a	513
41a	522	41a	512
42a	521	42a	511
43a	520	43a	510
44a	519	44a	509
45a	518	45a	508
46a	517	46a	507
47a	516	47a	506
48a	515	48a	505
NOTRE DAME		NOTRE DAME	
43a	434	43a	424
44a	433	44a	423
45a	432	45a	422
46a	431	46a	421
47a	430	47a	420
48a	429	48a	419
49a	428	49a	418
50a	427	50a	417
51a	426	51a	416
52a	425	52a	415
53a	424	53a	414
54a	423	54a	413
FLORENCE		FLORENCE	
49a	342	49a	332
50a	341	50a	331
51a	340	51a	330
52a	339	52a	329
53a	338	53a	328
54a	337	54a	327
55a	336	55a	326
56a	335	56a	325
57a	334	57a	324
58a	333	58a	323
59a	332	59a	322
PENN		PENN	
55a	250	55a	240
56a	249	56a	239
57a	248	57a	238
58a	247	58a	237
59a	246	59a	236
60a	245	60a	235
61a	244	61a	234
62a	243	62a	233
63a	242	63a	232
64a	241	64a	231
65a	240	65a	230
NGTON		NGTON	
240a	240	240a	240
239a	239	239a	239
238a	238	238a	238
237a	237	237a	237
236a	236	236a	236
235a	235	235a	235
234a	234	234a	234
233a	233	233a	233
232a	232	232a	232
231a	231	231a	231
230a	230	230a	230

P55

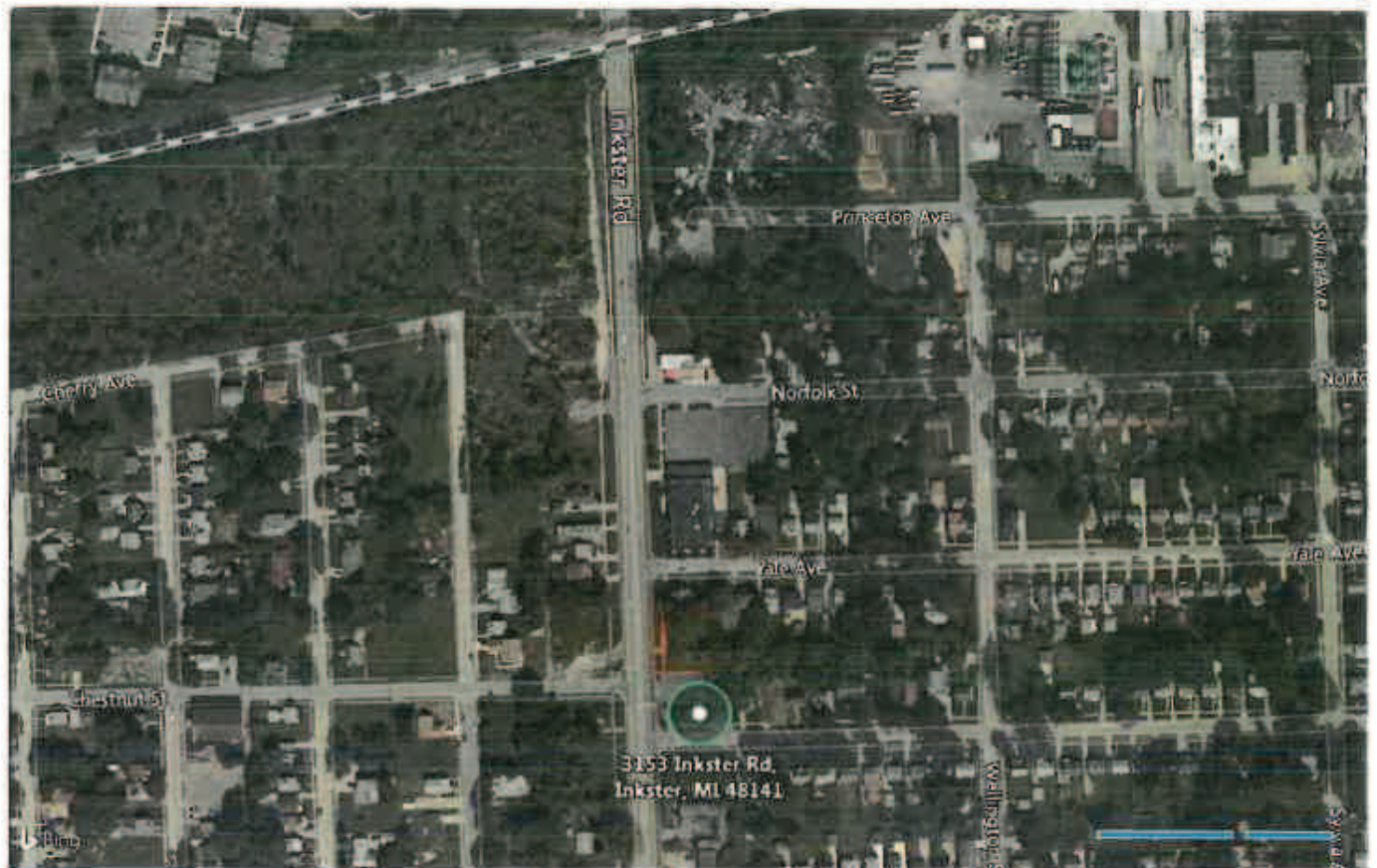


3153 Inkster Rd, Inkster, MI 48141





3153 Inkster Rd, Inkster, MI 48141



REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: December 12, 2017

From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: December 18, 2017

ACTION REQUESTED: Consider approval of an offer to purchase (Case #17-35) one (1) residential property located on the east side of Harriet St. between Carlyle St. and Beech St. and is legally described as 25N969 LOT 969 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020969000) in the total amount of \$2,000.00 to James Robert Auslander.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Mayor's Approval 

BACKGROUND INFORMATION

James Robert Auslander has made application to purchase one residential property to owner occupy:

3625 Harriet St. is located on the east side of Harriet St. between Carlyle St. and Beech St. and is legally described as 25N969 LOT 969 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property ID #44009020969000) in the total amount of \$2,000.00.

A picture and associated maps are attached. This property is being purchased as an owner-occupied property.

SCOPE OF SERVICES

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

JUSTIFICATION

3625 Harriet Street, a residential property is located in the R-1B zoning district (One Family Residential). The intended use for this parcel is an authorized use. The applicant is offering to purchase the subject property for a total purchase price \$2,000.00.

PROJECT OR IMPROVEMENT TASKS

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

COSTS

The applicant has deposited \$600.00 for the parcel and is offering a total purchase of \$2,000.00.

RESOLUTION

Authorization is hereby given to for the sale of one (1) residential property, 3625 Harriet (Property ID # 44009020969000) to James Robert Auslander subject to the following conditions;

- Complete closing on the parcel within 30 days by paying the balance of the price of sale (\$1,400.00), paying the cost of recording the deed (\$18.00), entering into a purchase agreement, and executing property transfer affidavit.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$1,600.00
Date Received 11/8/17
Case # _____

**CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY**

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name: James Robert Auslander

Applicant's Address: _____

Applicant's Phone Number: _____

Proposed Owner's Name (as indicated on deed): James Robert Auslander

PROPERTY INFORMATION -- Purchase Offer \$ 2000

Property Location: on East side Harriet Street/Avenue

Between Carlyse Street/Avenue and Beech Street/Avenue

Tax ID, Legal Description, and Address if Structure **44009020969000**

25N969 LOT 969 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR

COMMONLY KNOWN AS 3625 HARRIET INKSTER, MICHIGAN 48141

Parcel Size: _____ (Width) _____ X (Length) _____ Current Zoning
Residential

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

Summary of Proposed Use: OWNER OCCUPANT
Use additional sheets as needed

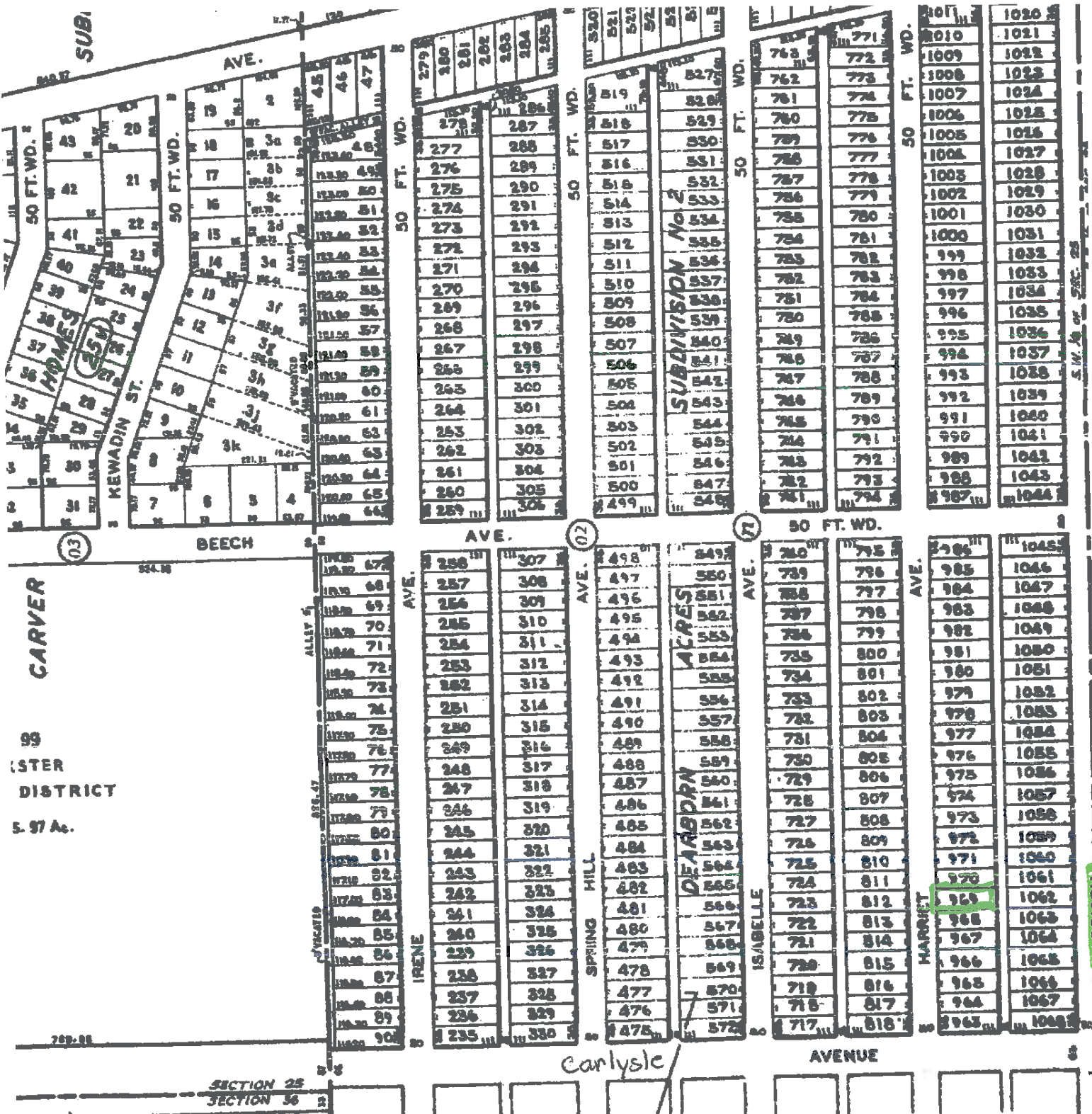
I understand and accept as evidenced by the good-faith deposit of \$600.00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

James Auslander
Applicant's Signature

11/26/17
Date

Stephanie Taylor
Broker



Google Maps 3625 Harriet St



Image capture: Aug 2011 © 2017 Google

Inkster, Michigan

 Google, Inc.

Street View - Aug 2011



Go gle Maps 3625 Harriet St



REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: December 13, 2017

From: Sharde Fleming
Special Projects, Director

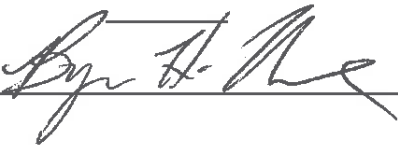
Date for Council Consideration: December 18, 2017

ACTION REQUESTED: Consider approval of an offer to purchase (Case #17-33) one (1) residential property located on the east side of Isabelle St. between north Michigan Ave. and a dead end and is legally described as *25H539 LOT 539 HYDE PARK SUB T2S R9E L51 P9 WCR (Property ID # 44005030539000) in the total amount of \$2,000.00 to Desmond Wilbert Jr.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND INFORMATION

Desmond Wilbert Jr. has made application to purchase one vacant residential property for investment purposes:

2225 Isabelle St. is located on the east side of Isabelle St. between north Michigan Ave. and a dead end and is legally described as *25H539 LOT 539 HYDE PARK SUB T2S R9E L51 P9 WCR (Property ID # 44005030539000) in the total amount of \$2,000.00.

A picture and associated maps are attached. This property is being purchased as an investment property.

SCOPE OF SERVICES

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

JUSTIFICATION

2225 Stanford Ave. residential property is located in the R-1B zoning district (One Family Residential). The intended use for this parcel is an authorized use. The applicant is offering to purchase the subject property for a total purchase price \$2,000.00.

PROJECT OR IMPROVEMENT TASKS

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

COSTS

The applicant has deposited \$600.00 for the parcel and is offering a total purchase of \$2,000.00.

RESOLUTION

Authorization is hereby given to for the sale of one (1) residential property, 2225 Isabelle (Property ID # 44005030539000) to Desmond Wilbert Jr. subject to the following conditions;

- Complete closing on the parcel within 30 days by paying the balance of the price of sale (\$1,400.00), paying the cost of recording the deed (\$18.00), entering into a purchase agreement, and executing property transfer affidavit.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$600.00 10/18/17
Date Received 10/18/17
Case # 17-33

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name **Desmond Wilbert Jr.**

Applicant's Address _____

Applicant's Phone Number: _____

Proposed Owner's Name (as indicated on deed): **Desmond Wilbert Jr.**

PROPERTY INFORMATION -- Purchase Offer \$ 2000

Property Location: on East side of **Isabelle Street/Avenue**

Between North of Michigan Ave Street/Avenue

Tax ID, Legal Description, and Address if Structure **44005030539000**

25H539 LOT 539 HYDE PARK SUB T2S R9E L51 P9 WR ; 2225 Isabelle

Parcel Size: (Width) **40 X** (Length) **119.87** Current Zoning **Residential**

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

Summary of Proposed Use:

Use additional sheets as needed

Investment

I understand and accept as evidenced by the good-faith deposit of **\$ 600.00** for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

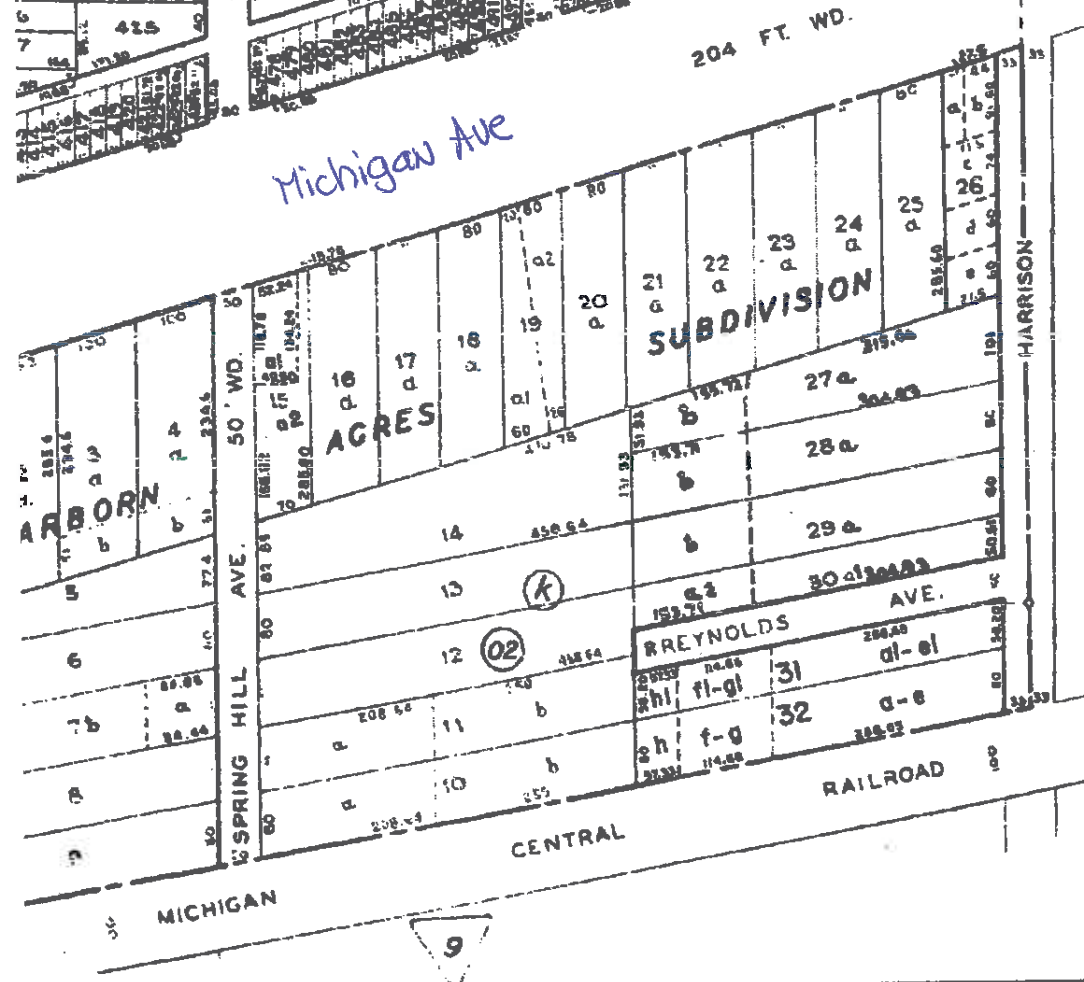
Desmond Wilbert Jr.
Applicant's Signature

10-18-17
Date

Stephanie Taylor
Broker's Name



Michigan Ave



N.W. 1/4
CITY C
T. 2
WAYNE CO

SCALE

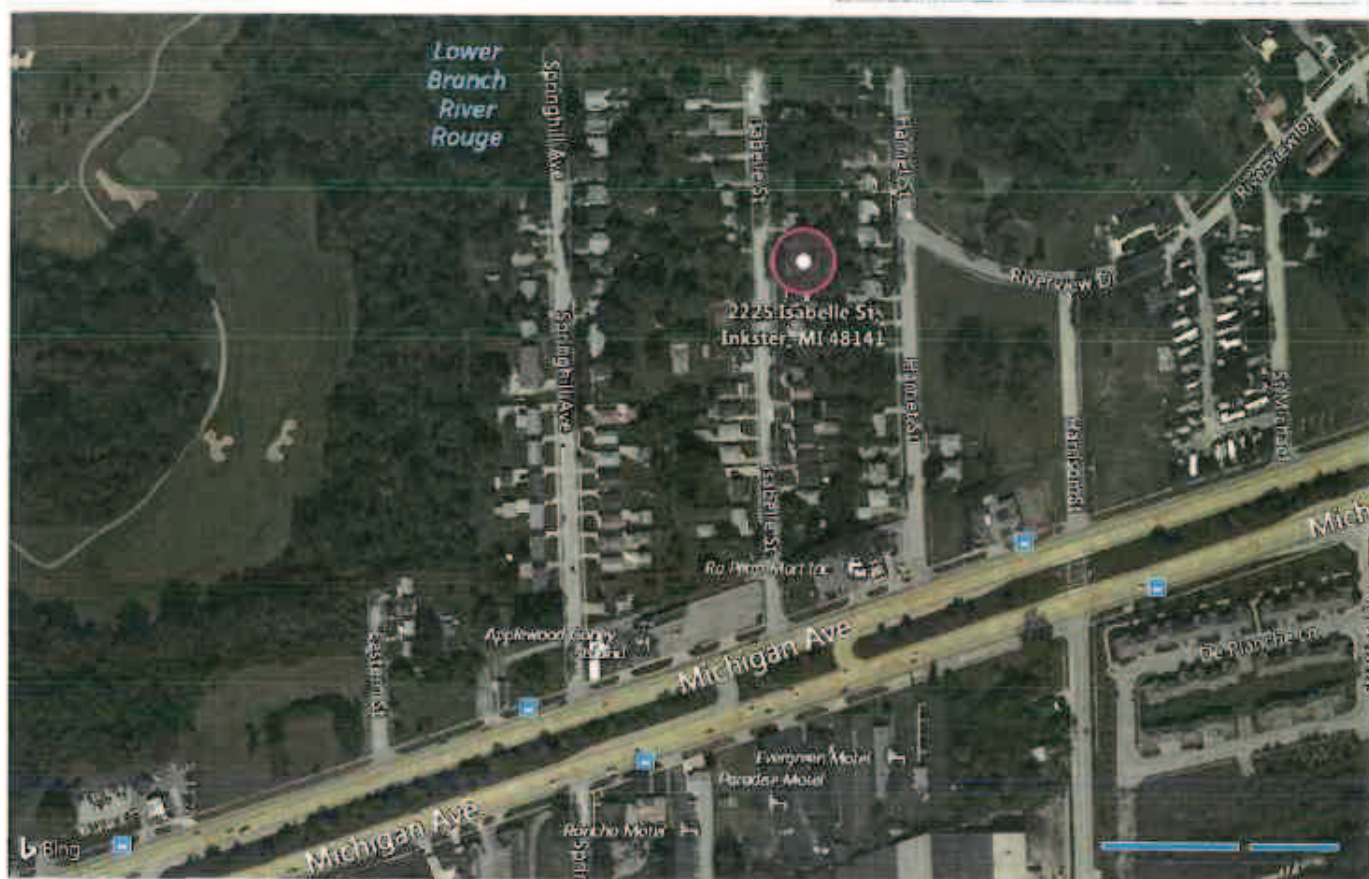
DEPARTMENT of M
ASSESSMENT and

© 2005 COUNTY OF

ALL RIGHTS RESERVED. NO PART OF
THIS DOCUMENT OR ITS CONTENTS MAY BE
REPRODUCED OR TRANSMITTED IN ANY
FORM OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, INCLUDING PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION
SYSTEM, WITHOUT PERMISSION IN WRITING
FROM THE COUNTY OF WAYNE.



2225 Isabelle St, Inkster, MI 48141





2225 Isabelle St, Inkster, MI 48141



REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: December 11, 2017

From: Sharde Fleming
Special Projects, Director

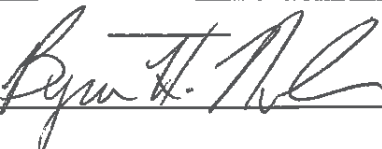
Date for Council Consideration: December 18, 2017

ACTION REQUESTED: Consider approval of an offer to purchase (Case #17-41) one (1) vacant parcel located on the west side of East Industrial Drive between Michigan Ave and Industrial Drive and is legally described as 26D8 LOT 8 INDUSTRIAL ACRES SUB T2S R9E L98 P83, 84 WCR (Property ID # 44012010008000) in the total amount of \$4,325.71 to Abe Hachem.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Mayor's Approval



BACKGROUND INFORMATION

Abe Hachem, President of Midwest Recycling made application to purchase one vacant parcel which adjacent to his current property:

This vacant parcel on East Industrial Drive is legally described as 26D8 LOT 8 INDUSTRIAL ACRES SUB T2S R9E L98 P83, 84 WCR (Property ID # 44012010008000) in the total amount of \$4,325.71.

A picture and associated maps are attached. This parcel is being purchased as additional yardage to current lots to be used for the following future developments: construction of a commercial warehouse, construction of a spec industrial warehouse to lease out to other businesses and to develop a cultivation center.

SCOPE OF SERVICES

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

JUSTIFICATION

This parcel is located in the M-1 (Light Industrial District). This property has been vacant for decades and has the opportunity to establish multiple uses while adding to our local

tax base. The proposed use uses are consistent with the spirit and intent of the City's Master Plan.

PROJECT OR IMPROVEMENT TASKS

1. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster
2. Improve and promote the image of Inkster
3. Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster

COSTS

The applicant has deposited \$1,000.00 for the parcel and is offering a total purchase of \$4,325.71.

RESOLUTION

Authorization is hereby given to for the sale of one (1) commercial vacant parcel on Vacant East Industrial Drive. (Property ID # 44012010008000) to Abe Hachem subject to the following conditions;

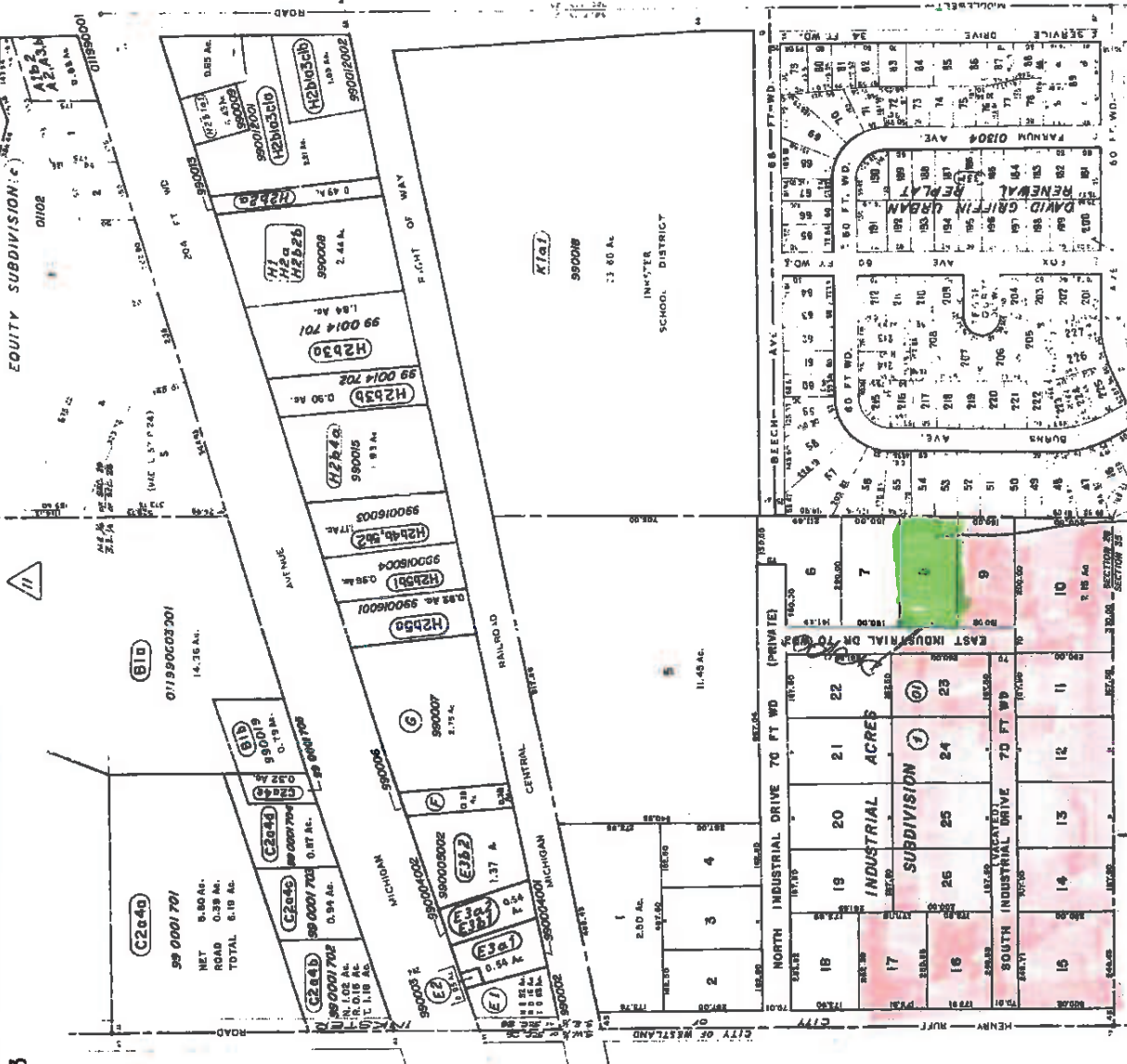
-Complete closing on the parcel within 30 days by paying the balance of the price of sale (\$3,325.71), paying the cost of recording the deed (\$18.00), entering into a purchase agreement, and executing property transfer affidavit.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



S.E. 1/4 SECTION 26
CITY OF INKSTER
T. 2 S. R. 9 E.
WAYNE COUNTY, MICHIGAN

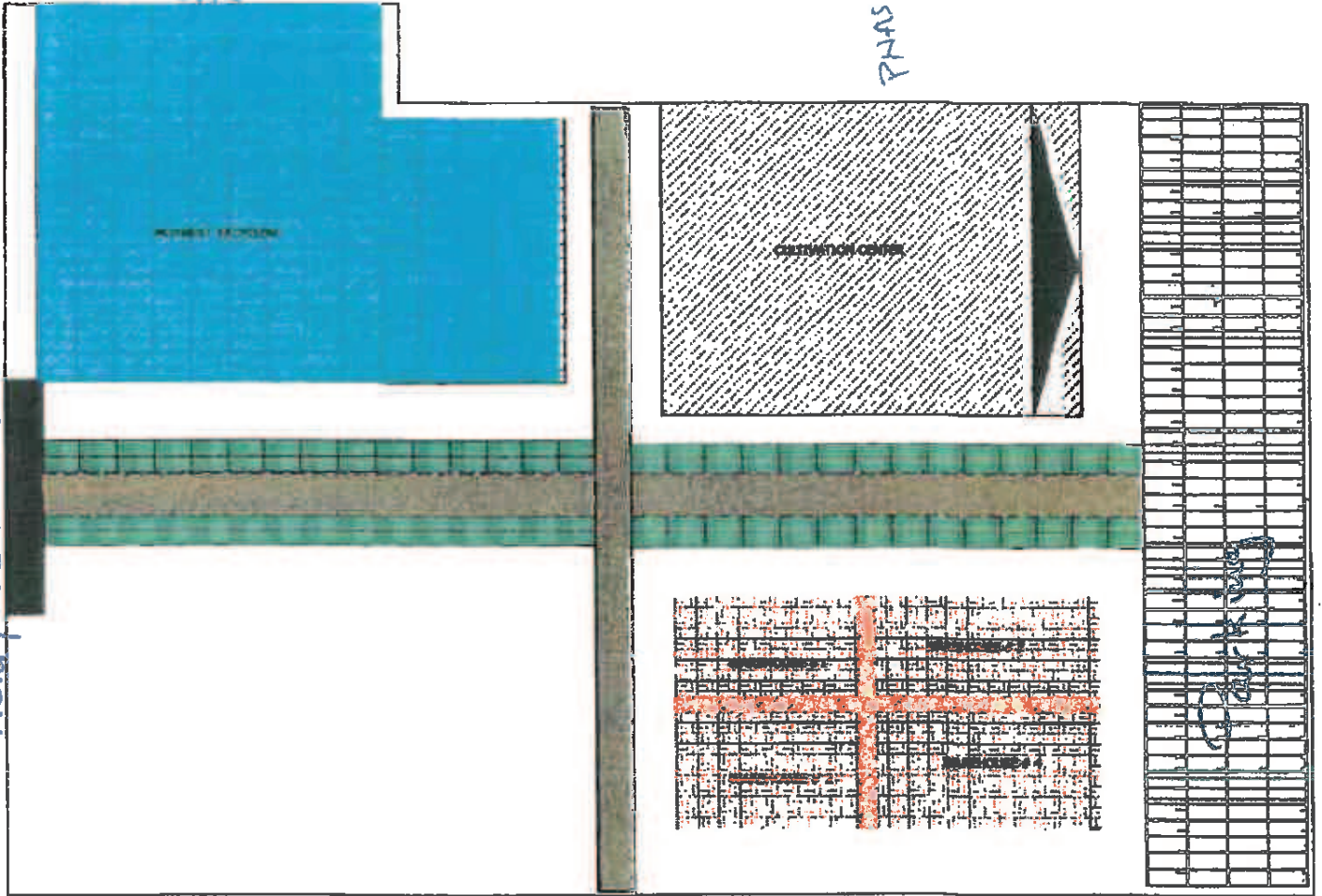
SCALE 1 INCH = 200 FEET
DEPARTMENT of MANAGEMENT and BUDGET
ASSESSMENT and EQUALIZATION DIVISION
© 2005 COUNTY OF WAYNE, STATE OF MICHIGAN
ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE ASSessor. THE INFORMATION ON THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION ON THIS MAP. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

6-1-36	8-8-78
6-1-40	8-16-78
8-8-42	1-31-80
1-31-80	3-31-80
3-31-80	5-16-82
5-16-82	6-16-83
6-16-83	6-30-90
6-30-90	7-24-95
7-24-95	8-21-97
8-21-97	2-29-00
2-29-00	3-7-03
3-7-03	7-23-05
7-23-05	3-10-08
3-10-08	8-1-08
8-1-08	1-20-09
1-20-09	8-28-09
8-28-09	1-21-10
1-21-10	1-28-10
1-28-10	5-1-10
5-1-10	8-23-10
8-23-10	5-30-12
5-30-12	5-24-17
5-24-17	8-11-18

Henry Ruff / SECURITY GUARD

Phase I
Spring 2017
Dev Plan

PHASE II



Go gle Maps Industrial Dr



Industrial Dr



Imagery ©2017 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2017 Google 200 ft

ZONING MAP

City of Inkster, Michigan

Districts

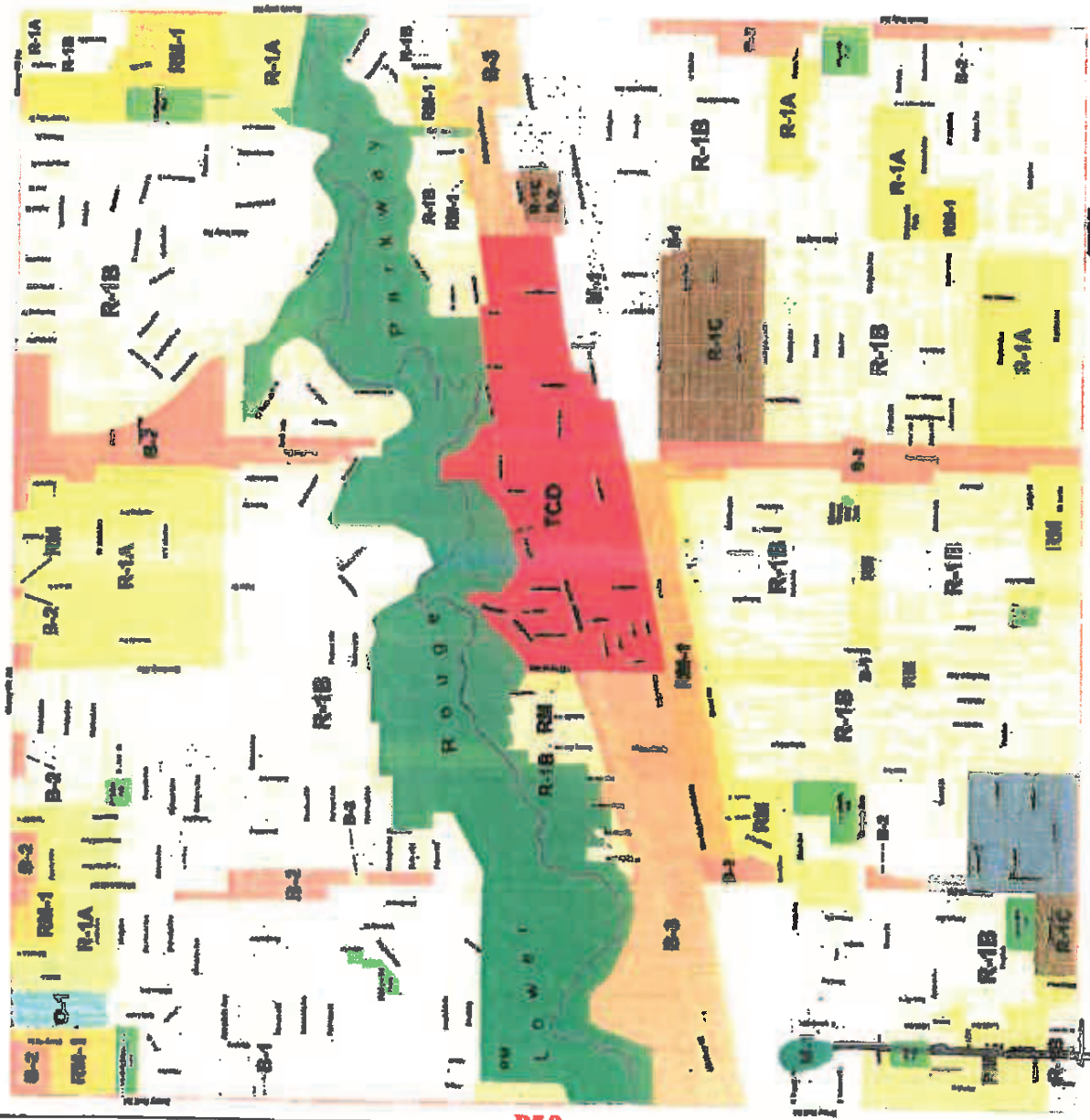
R-1A	One Family Residential District
R-1B	One Family Residential District
R-1C	One Family Residential District
RM	Restricted Multiple Dwelling District (Low Rise)
RM-1	Multiple Family Residential District (Low Rise)
O-1	Office District
B-1	Local Business District
B-2	Thoroughfare Mixed-Use District
B-3	General Business District
M-1	Light Industrial District
TCD	Town Center District
PUD	Planned Unit Development (PUD)
PO	Parks and Open Space
RRP	Rouge River Parkway



CITY OF INKSTER
INKSTER, MICHIGAN
WADE TROMP
City Engineer



0 10 20 Feet



INDUSTRIAL ACRES

ONE YEAR LEASE

This Lease (the “**Lease**”) is entered into on December 12, 2017, between City of Inkster, Michigan (the “**Landlord**”), and D-N-D Enterprises, Inc, of 1655 Lexington, Inkster, Michigan (the “**Tenant**”) upon the terms and conditions listed below.

1. **Leased Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and subject to the conditions contained in this Lease, those premises commonly known as 8 to 10 parking spaces located adjacent to the Inkster recreation Complex as depicted on the attached schematic, at the address of 2025 Middlebelt, Inkster, Michigan (the “**Premises**”)
2. **Term.** The term of this Lease shall be month-to-month, commencing on the date stated above and terminable by either party on one month’s written notice.
3. **Rent.** As rent, Tenant shall pay Landlord, in advance upon signing this Lease \$2300 for the entire lease term or, in the alternative, pay \$200 on the effective date of this agreement and an additional \$200 on or before each of the first day of each calendar month during the term, for a grand total sum of \$2400. Payment shall be made to Landlord, or its authorized agent, at City of Inkster City Hall (attn., City Treasurer), or at such other place as Landlord may from time to time designate.
4. **Deposit.** Tenant shall upon signing this Lease, deposit with the Landlord \$200 as a deposit to ensure that all rent is paid under the Lease during the term of the Lease and that the Leasehold premises are returned to the Landlord in the condition they were in at the beginning of the lease, ordinary wear and tear from tenant’s use expected.
5. **Use of Premises.** The Premises shall be used only as a pick up and drop off point for tenant’s student driving customers, as a location where tenant’s customers can practice and be tested on parking a car and other basic control skills associated with driving, for periodic parking of tenant’s student driving vehicles and for no other purpose. Tenant understands that the leasehold premises are located in and part of a municipal parking lot used for visitors to the recreation center. When tenant is not using the leasehold premises as outlined in this paragraph, visitors to the recreation center may use the parking spaces that make up the leasehold premises. Tenant will provide his own security measure to protect his personal property on the leasehold premises and understands the Landlord has no duty to provide and shall not be held accountable for theft and property damage on the leasehold premises.
6. **Assignment and Subletting.** Tenant shall not assign this Lease in whole or in part or sublet all or any portion of the Premises.
7. **Condition of Premises; Alteration; Maintenance; Repairs.**
 - a. By executing this Lease, tenant accepts the Premises in their existing condition and acknowledges that the Premises are in good order and repair.

(b) Tenant shall maintain the Premises in a clean and sanitary condition and shall surrender the Premises at the termination of this Lease in as good a condition as when received, ordinary wear and tear from tenant's approved use excepted. Tenant shall not paint, paper, or otherwise redecorate the Premises, or make any alterations to the Premises whatsoever, without the prior written consent of Landlord. Tenant shall commit no waste on the Premises.

(c) Tenant agrees to be responsible for any damage caused to the Premises by tenant's use, and further agrees to promptly report to Landlord any damage caused to or discovered in the Premises. Landlord may, upon discovery of damage to the Premises, enter the Premises and make such repairs as are necessary to restore the Premises to their original condition, and Tenant shall reimburse the Landlord for the total cost of any such repairs for which it is responsible hereunder.

(d) Landlord and Tenant each hereby release the other, including employees, agents, family members, invitees, and guests of the other, from all liability arising from loss, damage or injury caused by fire or other casualty to the extent of any recovery by the injured party under a policy of insurance which permits waiver of liability and waives the insurer's rights of subrogation.

8. Inspection. Landlord or its agents shall have the right to enter the Premises at any reasonable time and upon reasonable notice for the purpose of inspecting the Premises or for the purpose of making necessary repairs. In the event of an emergency, Landlord shall be permitted to occupy the Premises without notice for any purpose reasonably connected with the emergency.

9. Indemnification. Landlord shall not be liable for any damage or injury occurring on or about the Premises to Tenant, or to any personal property whatsoever that may be on the Premises. Tenant hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence on or about the Premises, causing injury to any person or property, no matter how caused, except in the case of Landlord's failure to perform or negligent performance of a duty, imposed by law.

10. Insurance. Within 3 days of execution of this lease by authorized representatives of both parties, Tenant shall tender to Landlord proof of liability insurance in a form satisfactory to Landlord and in an amount no less than one (1) million dollars naming Landlord as an additional insured and providing that Landlord be notified in the event of a cancellation or suspension of coverage.

11. Possession. Tenant shall have possession of the Premises on the date stated at the beginning of the Lease.

12. Default.

(a) Tenant's failure to pay rent when due, or to perform any of its obligations hereunder shall constitute a default. If a default occurs, Landlord may, at its option, terminate this Lease and regain possession of the Premises in accordance with applicable law. If Tenant shall be absent from the Premises for a period of 5 consecutive days while in default, Tenant shall, at Landlord's option, be deemed to have abandoned the Premises. Recovery of the Premises by Landlord shall not relieve Tenant of any obligation under this Lease.

(b) In the event of a default, it is understood that either party to this Agreement has the right to have a court determine the actual amount due and owing to the other.

13. **Waiver.** Landlord's failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount.

14. **Notices.** Any notice which either party may, or is required to, give may be served personally or sent by first-class mail, postage prepaid, as follows:

(a) to Tenant at the following address:

(b) to Landlord at the following address:

or at such other places as may be designated in writing by the parties from time to time.

15. **Severability.** In the event that any part of this Agreement shall be held invalid, the remainder shall remain in full force and effect.

16. **Fire or Destruction.** If the Premises, or any substantial part thereof, shall be destroyed or rendered inaccessible by fire or other casualty so as to render them untenable, either Landlord or Tenant shall have the right to terminate this Lease upon written notice.

17. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties.

18. **Jurisdiction and Venue.** This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Michigan and venue for any disputes shall lie in Wayne County, Michigan.

19. **Time is of the Essence.** Time shall be of the essence of this Agreement.

20. **Termination for convenience.** This Agreement may be terminated for convenience so long as Landlord pays a pro rata refund of any rent that Tenant prepaid.

21. **Snow removal.** Landlord shall not be responsible for snow removal from the premises.

22. Special Events. Tenant shall cooperate with Landlord's scheduled special events at the recreation Center and take steps to ensure that Landlord's operations will not be impeded by Tenant's business activities on the premises.

23. Effective Date. The parties have caused this Agreement to be signed and it shall be effective as of the day and year first above written. This agreement may be renewed for two additional one year terms at the option of the Landlord and at a rate not to exceed 110% of the rate listed above.

The parties have executed this Lease as of the date written above.

LANDLORD

TENANT

City of Inkster

D-N-D Enterprises Inc.

By: /s/ _____

By: /s/ Dosye Thompson

Hon. Byron Nolen Date: _____

Dosye Thompson Date: 12-12-17

Its: Mayor

Its: Owner