



INKSTER CITY COUNCIL

August 5, 2019

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. All City Garage Sale

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

July 15, 2019
Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

4. Public Hearing

5. Consent Agenda

- A. July 15, 2019 Regular City Council Meeting Minutes. Pg. 1
- B. Allen Brother's and Attorneys, PLLC Invoice \$34,117.25 Pg. 6

6. Boards and Commissions

- A. Update of current list of appointments to Boards & Commissions. Pg. 7

7. Previous Business

8. Ordinance(s)

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

9. New Business

- A. Discussion/Action: (City Council) Consideration and approval of a city-wide garage sale on August 23rd, 24th, and the 25th, 2019 in the old courthouse parking lot.

Pg. 14

- B. Discussion/Action: (Felicia Rutledge) Consideration and approval for a street closure request of Moore Street between Chestnut/Beech Streets on August 24, 2019 for a Block Party from 10:00 a.m. until 10:00 p.m. (applicant: Anthony Booker)

Pg. 15

- C. Discussion/Action: (William Ratliff) Consideration and approval for a street closure of Bayhan Street between S of Kean and Trowbridge Streets August 6, 2019 for the Police Departments National Night Out from 3:00 p.m. until 9:30 p.m.
- D. Discussion/Action: (Kaitlyn Hines) Consider approval of a contract with LandUSEUSA to complete a Residential Target Market Analysis for the City of Inkster. Pg. 22
- E. Discussion/Action: (Kaitlyn Hines) Consider approval of a Special Land Use (SLU 18-31) for a proposed Clothing Recycling Wholesale and Warehouse Facility to be located in an existing building at 3000 Middlebelt in the B-3, General Business District per the recommendation of the Planning Commission. Abdul Saleh is the applicant. Pg. 42
- F. Discussion/Action: (Jerome Bivins) Consider authorizing Administration approval of a contract for Concrete and Turf Restoration with Century Cement to repair city property after water main breaks and minor roads work for an initial term of three (3) years, with three options to renew the contract one year at a time. The contract bid was \$187,000.00, we are asking for a not to exceeded \$250,000.00 Pg. 44

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

July 15, 2019

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, July 15, 2019.

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

- A. Agenda Discussion
- B. City Seal Discussion

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to go into Executive Session 6:35 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 adjourn the closed Executive Session at 7:05 p.m. Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:10 p.m.

Pledge of Allegiance

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

Prayer

Prayer was led by Evangelist Savana Johnson

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 Councilmember Oden, Seconded by Councilmember Chisholm
to approve the agenda with the added item "C" under New Business.
Resolution 7-19-120R - Motion carried.

Presentations/Discussion**Public Hearings****Consent Agenda**

- A. July 1, 2019 Regular City Council Meeting Minutes.

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

Resolution 7-19-121R – Motion carried.

Boards and Commission

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

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to appoint Toni Bailey to the Commission on Aging.

Resolution 7-19-122R – Motion carried.

Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams to appoint William Ratliff to the Planning Commission.

Resolution 7-19-123R – Motion carried.

Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams to appoint Lynette Cain to the Planning Commission.

Resolution 7-19-124R – Motion carried.

Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams to appoint Steven Chisholm to the Planning Commission.

Resolution 7-19-125R – Motion carried.

Previous Business

Ordinance(s)

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

New Business

- A. Discussion/Action: (City Council) Consideration and approval of a street closure of Inkster Road on August 17, 2019 for the City of Inkster back pack give-away in conjunction with Wayne County 2020 Census Committee with proper city approvals.

Moved by Councilmember Howard, Seconded by Councilmember Mitchell to approve of a street closure of Inkster Road on August 17, 2019 for the City of Inkster back pack give-away in conjunction with Wayne County 2020 Census Committee with proper city approvals.

Resolution 7-19-126R– Motion carried.

- B. Discussion/Action: (Kaitlyn Hines) Consideration and approval to enter into agreements with City approved developers/participants to collaborate in a reinvestment program through acquisition/redevelopment of tax-foreclosed, single-family residential structures and selected commercial or vacant properties.

Moved by Councilmember Mitchell, Seconded by Councilmember Chisholm to approve to enter into agreements with City approved developers/participants to collaborate in a reinvestment program through acquisition/redevelopment of tax-foreclosed, single-family residential

structures and selected commercial or vacant properties and the developers Genesis LLC, SEW LLC, Hamade LLC, DD Homes LLC. Also for the building department to provide council with a six month update.

Resolution 7-19-127R– Motion carried.

NAY: (Williams, Howard)

ROLL CALL

Councilmember Howard	Nay	Councilmember Oden	Yay
Mayor Pro-Tem Williams	Nay	Councilmember Watley	Yay
Councilmember Chisholm	Yay		
Councilmember Mitchel	Yay		

C. Discussion/Action: (City Council) Consideration and approval to vote in accordance with the vote taken in closes session (Ruiz)

Moved by Councilmember Mitchell, Seconded by Councilmember Chisholm to approve to vote in accordance with the vote taken in closes session (Ruiz)

Resolution 7-19-128R– Motion carried.

Public Participation

- **Mary McClendon** – Thanked citizens for attending the Senior Appreciation Day. She stated no Coffee Hours for July and August. She announced the Motown Sound at Elizabeth Park on July 29, 2019.
- **Lisa Clayton-Hicks** – Stated that State Representative Betty Jean Alexander would be hosting a town hall meeting in conjunction with Dana Nesel on elder abuse.
- **State Representative Jewell Jones** – Stated that the legislature is out of session until September. He stated his office has put together an internship program and encouraged anyone to participate. He stated he would be going to Chicago participating in a Forbes summit and also attending a summit in Nigeria in August.
- **Yvette Brock** – Announced the V.O.I.C.E forum on Thursday, July 18, 2019 at Inkster Prep for Districts two, three and four. She stated they would be taking questions from the audience. She further stated that she drove by housing and the grass is high. She stated something needed to be done about the grass.
- **Paul Bollinger** – Announced a community daycare located in Lemoyne Gardens. Ms. Ness stated that the daycare is open to all in the community. She stated her facility is more than a daycare, they provide a full curriculum for children and services for parents. She stated the daycare can be reached at 313-444-3844 or 734-727-1444. She asked the community for help getting the word out.
- **Michael Wells** – Announced the groundbreaking for the library. July 27th at 11:00 a.m. He further announced any persons interested in running for the library board filing deadline for petitions is July 23, 2019 at 4:00 p.m. and the number of signatures needed is forty or you can pay the \$100.00 in lieu of the petitions.
- **Shirley Hankerson** – Announced Camp Inspire began on Monday July 15, 2019 and is still accepting persons interested. She said it is unacceptable the way the grass looks in housing.
- **Rev. George Williams** – Announced the Beautification on July 27, 2019. He invited everyone to help clean up the city. He further stated that he has asked the Housing Director to look into the new daycare at housing because it has standing water. He stated he wanted to know who inspected the building because he is concerned about the children. He further asked for a joint meeting with Inkster Housing and Inkster City Council.
- **Will Miller** – Stated that N.A.N had a meet and greet the candidate on Saturday, July 13, 2019. He thanked Mayor Nolen for participating. He stated that Mayor Pro-Tem Williams could not

attend and that candidate Patrick Wimberly would be speaking on August 3, 2019. He lastly stated that Dr. Holt of Westland Community School District filed a two million dollar lawsuit against the School board.

- **OFC Lebo** – Announced movie night on Friday, July 19, 2019 and stated it is a free event with a lot of giveaways. She announced National Night Out on August 6, 2019 from 5:00 p.m. until 9:00 p.m. additionally she announced the Dorothy Gardner Bake Sale on August 14, 2019. She announced the Police Memorial on August 9, 2019 at 11:30 a.m.
- **Dr. Ray Sisco** – Stated he met with Albert Backey, Parks and Recreation Director. He stated that there will be a STEM Lab for youth that would include making lip balm, lipstick and bombs on July 29, 2019. He thanked the Mayor for the contact.
- **Sammy Ward-Bey** – Asked Mayor and Council if Community UP could adopt Wheatley Park. He stated that Community Up has their builder's license. He stated that everyone that works for Community Up is from Inkster.
- **Jackie Hoslen-Evans** – Stated that a house on Lucerne is a nuisance.

City Clerk

- Announced that some districts will not have a primary. Although all polling locations will be open because of the Mayoral race and the library millage.

City Treasurer

Mayor and Council

- **Councilwoman Howard** – Asked about a joint meeting with Inkster Housing.
- **Councilman Chisholm** – Stated that Ink Town Pedal Push would be cancelled due to the Town Hall meeting regarding making Inkster a SMART City.
- **Councilman Oden** – Stated the N.A.N meeting was very informative and encouraged residents to attend those meetings.
- **Councilwoman Mitchell** – Announced the Kiosk Town Hall meeting Wednesday July 17, 2019 at the Booker Doze Recreation Complex. She asked residents to come and see the Children's learning garden. She further stated she observed persons in the community playing paintball.
- **Mayor Pro-Tem Williams** – Announced the Inkster Vikings All Class picnic on July 27, 2019. He stated that he spoke with some residents who are concerned about their water bill being placed on their taxes.
- **Mayor Nolen** – Announced the animal control officer position that is now open. He further announced that the Inkster Raiders are looking to get new helmets for the football players and are in need of thirty five hundred dollars. He announced Lunch with the Mayor on July 18, 2019. He further stated that if you missed the Summerfest you missed a great event. He said the Galante Gavin was awesome on Sunday. He further said that each year the Summerfest gets better and better.

Adjournment

There being no further business to come before Council, on a motion duly made

By Mayor Pro-Tem Williams, Seconded by Councilmember Mitchell and carried,

the Regular Council meeting of July 15, 2019 was adjourned at 8:32 p.m.



Felicia Rutledge, City Clerk
City of Inkster

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

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

Page: 1
07/15/2019
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	\$6,000.00
Municipal Legal Services	\$3,237.50
Labor	\$700.00
Litigation	\$24,179.75
Total Invoice for July, 2019	\$34,117.25

CITY OF INKSTER ***Boards & Commissions***

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

AGING COMMISSION

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

2 Year Term

9 Members

Ordinances: 414,457 & 508

Denise Champagne, Project Dir.

- (Ex-Officio Member)

Rochelle Wells

Doris Horne

Henry Wade

Toni Bailey

Roosevelt Stubbs

Gabe Henderson

Jean Liddell

Iris Long

June Patter son

Debra Owens

Chuck Coleman

Tenure

Exp. 8/06/20

Exp. 08/06/20

Exp. 08/06/20

Exp. 07/15/21

Exp. 04/15/2021

Exp. 08/06/20

Exp. 08/06/20

Exp. 01/17/20

Exp. 01/17/20

Exp. 05/21/20

Exp. 08/20/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

William Miller

Gina Triplett (Alternate)

Lenoria Warmack

Ned Sanders

Clerk of the Board – Non Voting

Exp. 03/05/2019

Exp. 03/05/2019

Exp. 03/06/2019

Exp. 02/04/20

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey

Kathleen Gibbs

Gabe Henderson

Avis Love

George Williams

Exp. 07/16/20

Exp. 02/06/19

Exp. 02/18/21

Exp. 11/6/19

Exp. 11/6/19

Vacant

Vacant

Vacant

Vacant

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Vacant

August 5, 2019

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

Vacant

Troy Seaton Dist. 1

~~Leon Houston~~ Dist. 2

Vacant Dist. 3

Octavia Smith Dist. 4

Thelma Jean Overman Dist. 5

Connie R. Mitchell Dist. 6

Sandra Watley **Mayoral**

Steven Chisholm At-Large

Ex. Officio

Exp. 01/17/20

~~Exp. Served Notice; Returned~~

Exp.

Exp. 07/03/20

Exp. 02/06/20

Exp. 02/04/22

Exp. 01/03/20

Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden

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

Mark Minch (Building Contractor)
Deborah Owens (General Member)
Guy Borrusch General Member)
Dorsey Williams (Contractor)
James Garrett (Engineer)
Charles Rizzon (Alternate)

Exp. 9/19 (1 Year Term)
Exp. 9/19 (2 Year Term)
Exp. 9/19 (2 Year Term)
Exp. 9/20 (3 Year Term)
Exp. 9/20 (3 Year Term)
Exp. 12/19

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Shirley Hankerson		Exp. 12/21
Yvette Brock		Exp. 12/21
Charles Rizzo		Exp. 12/21
Rebecca Daniels		Exp. 02/22
Tom Michelini		Exp. 04/19
– Building 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. 12/17/22
Angela Dodson		Exp. 02/19/22
Cynthia Adams (Secretary)		Exp. 12/17/22 – RESIGNED
Bratini Abiola (Vice Chair)		Exp. 05/18/19 – RESIGNED
Peter Cimeot		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19 – RESIGNED
Val Ogbonaya		Exp. 07/20/19 – RESIGNED
Winston Wade		Exp. 07/17/21
Rerhi Onomake (Treasurer)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19
Clarence Oden		Exp. 7/1/23

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. 05/18/21 – RESIGNED
Akindele Akinyemi		Exp. 05/18/21 – RESIGNED
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)

12/20

LaGina Washington (Mayor and Council appointee)

12/22

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. 03/24

Mable Stroman

Exp. 3/22

Ellis Clifton

Exp. 3/19

DaSalla Scott

Exp. 9/20 (Resident Housing)

George Williams

Exp. 10/19

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

Gabe Henderson

Dist. ???

Exp. 08/20/20

LIBRARY BOARD

4 year term

Michael Wells

Exp. 2019

Akindele 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

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

VACANT	Dist. 1	Exp. 03/20/19
Opal Nolen	Dist. 2	Exp. 11/6/19
Tania James	Dist. 3	Exp. 04/01/21
LaWanna Abney-Mitchell	Dist. 4	Exp. 02/19/20
VACANT	Dist. 5	Exp. 02/19/20
Connie R. Mitchell	Dist. 6	Exp. 09/05/19
Tonia Williams	Mayoral	Exp. 02/20/19
Shirley Hankerson	Mayoral	Exp. 4/15/21
Ned Sanders	Council	Exp. 07/07/19

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term 6 Members

Alisa Todd	Dist. 1	Exp. 3/7/18
Katrina Coats	Dist. 2	Exp. 3/7/18
Zeavean Johnson	Dist. 3	Exp. 3/7/18
William Grubbs	Dist. 4	Exp. 3/7/18
Taylor Todd	Dist. 5	Exp. 3/7/18
Demon Zimmerman	Dist. 6	Exp. 3/7/18
Tiwaïn 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 - Resigned
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 3/22
Timothy Williams (Mayor Pro-Tem)	Exp. 7/19
Mack Willis	Exp. 2/20
James Garrett	Exp. 09/20
William Ratliff (Vice-Chair)	Exp. 07/22
Lynette Cain (Secretary)	Exp. 07/22
Steven Chisholm (Chair)	Exp. 07/22
Kim Faison	Exp. 01/21

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
Velma Overman

City Council Rep
Board of Trustee Rep

Exp. 12/18

WATER REVIEW COMMITTEE

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

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

ZONING BOARD OF APPEALS (ZBA)

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

3 Year Term

7 Members

State Law and Ordinance 277

Ruth E. Williams	Dist. 1	Exp. 02/15/19
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 04/03/20
James Cross	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs (S)	Dist. 4	Exp. 08/21/20
Vanola Williams	Dist. 5	Exp. 02/06/20
Norma McDaniel	Dist. 6	Exp. 10/05/18
Tom Michelini		Exp. 04/18/19
Teresa Patton		Exp. 08/06/21
Mac Willis		Exp. 11/05/21
Dorsey Williams		Exp. 07/1/22

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit [Jefferson Barns Community CTR. 32150 Dorsey Westland, Mi. 48186]

Mayor Pro-Tem Timothy Williams
Denise Champagne, Community Appointee

Exp. Tenure
Exp. (Appointed in 2009)

2015 Community Development Block Grant Advisory Council (CDBG)

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

Timothy Williams, Council Appointee
Clarence Oden (Alternate)

Exp. Tenure
Exp. Tenure

COMMITTEES FORMED BY COUNCIL RESOLUTIONS**TAX INCREMENT FINANCE AUTHORITY**

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

6 Year Term

13 Members

Resolution 85-8-331

Connie R. Mitchell	Tenure
Brittini Abiola	Exp. 6/06/22-RESIGNED
Avis Love	Exp. 03/20/23
Rerhi Onomake	Exp. 03/16/21
Dennis Weislow	Exp. 06/07/19
Charmaine Kennedy	Exp. 02/20/21
Mary Weislow (Treasurer)	Exp. 06/06/22

August 5, 2019

Winnie Nwankwo

Exp. 05/18/21

Undele Akueonli

Exp. 05/18/21-RESIGNED

BROWNFIELD REDEVELOPMENT AUTHORITY

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

Terms 1, 2 and 3 years Up to 9 members

Resolution 02-9-458

Timothy Williams, City Council Representative

Tenure

Darin Carrington, Treasurer

Tenure

Vacant Community

Tenure

Tonia C. Williams

Exp. 02/20/19

Vacant

Exp. 11/6/20

NOTES:

Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: July 29, 2019

From: Felicia Rutledge, City Clerk Date for Council Consideration: August 5, 2019

ACTION REQUESTED: Consideration and approval of a city-wide garage sale on August 23rd, 24th, and the 25th, 2019 in the old courthouse parking lot from FRIDAY AUGUST 23 - 11am - 7pm SATURDAY AUGUST 24 - 11am - 7pm SUNDAY AUGUST 25 - 2pm - 6pm

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval Byron Nolen

BACKGROUND INFORMATION

The request is to seek permission to for Octavia Smith and Angela Dotson to host a city-wide garage sale in the old courthouse parking lot on August 23, 24, and 25, 2019.

SCOPE OF SERVICES

To have each participant to obtain a garage sale permit in the amount of \$2.00

JUSTIFICATION

To have Inksterites come and sale various items that have taken over their homes

PROJECT OR IMPROVEMENT TASKS

COSTS

Garage sale permit is \$2.00

PROJECT

August 23, 24 and 25, 2019

RESOLUTION

Authorization is hereby given for Octavia Smith and Angela Dotson to host a city-wide garage sale to be held in the old courthouse parking lot on August 23, 24, and 25, 2019 from FRIDAY AUGUST 23 - 11am - 7pm SATURDAY AUGUST 24 - 11am - 7pm SUNDAY AUGUST 25 - 2pm - 6pm

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Anthony Booker
Anthony Booker
Name

313 459-6613
Phone Number

3406 Moore St
Applicant Address

abooker313@gmail.com
Email (Optional)

REQUEST:

Street To Be Closed: MOORE ST

Cross Streets: Chestnut, Beech

Date(s) To Be Closed: Aug 24, 2019

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

Type Of Event: Block Party

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

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

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

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

Applicant Signature: Anthony Booker

Date: July 10, 2019

OFFICIAL USE ONLY
REQUIRED APPROVALS:

Police ☒ Fire ☒ DPS ☒ BLDG ☒

REQUIRED EQUIPMENT:

Barricades ☐ Cones ☐ Other ☐

CITY COUNCIL APPROVAL: Date Approved: _____

Resolution Number: _____

City Clerk Signature: _____

Date: _____

Street Closure/Block Party Petition

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

MOORE between Chestnut and Beech
(Street) (Street)

and Beech for the date and time of Aug 24 2019 - 10am - 10pm
(Street) (Event date & time)

Block Party Coordinator: Anthony Booker
(Contact Person)

Daytime Number: (313) 459-6613 Evening Number: (313) 459-6613

Name	Address
<u>Anthony Booker</u>	<u>3106 Moore St</u>
<u>Debra</u>	<u>3246 Moore St</u>
<u>Eric Matthews</u>	<u>3364 Moore St.</u>
<u>Vacant</u>	<u>3405</u>
<u>Larry McCrimmon</u>	<u>3416 Moore St</u>
<u>Robert Campbell</u>	<u>3555 Moore</u>
<u>" "</u>	<u>3363 Moore</u>
<u>Temple</u>	<u>3346 Moore</u>
<u>Vacant</u>	<u>3338 Moore</u>
<u>Jason Shaw</u>	<u>3434 Moore</u>
<u>Vacant</u>	<u>3915 Moore</u>
<u>Rosalind Ervin</u>	<u>3032 Moore</u>
<u>Betty Thomas</u>	<u>3331 Moore</u>
<u>Ruby Rogers</u>	<u>3339 Moore</u>
<u>Ronald Perry</u>	<u>3218 Moore</u>
<u>out of town</u>	<u>3240 Moore</u>
<u>officer Renovation</u>	<u>3263 Moore</u>
<u>out of town</u>	<u>3425 Moore</u>
<u>Vacant</u>	<u>3322 Moore</u>
	<u>3333 Moore</u>
	<u>3502 Moore</u>

Yolanda Holmes

From: Jeffrey Twardzik
Sent: Tuesday, July 16, 2019 12:38 PM
To: Yolanda Holmes
Cc: Kathy Moore
Subject: Street Closure - Approval
Attachments: SKM_554e19071612460.pdf

Hello Yolanda,

Please see the attached.

Thanks!

Lt. Jeffrey J. Twardzik



(LES/FOUO) LAW ENFORCEMENT SENSITIVE - FOR OFFICIAL USE ONLY

WARNING:

The information contained in this email is considered confidential and sensitive in nature as well as sensitive but unclassified and/or legally privileged information. It is not to be released to the media, the general public, or to non-law enforcement personnel who do not have a "need-to-know". This information is not to be posted on the Internet, or disseminated through unsecured channels, and is intended for law enforcement personnel only. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

ANTHONY BOOKER
Name

3406 MOORE ST
Applicant Address

313 459-6613
Phone Number

abooker313@gmail.com
Email (Optional)

REQUEST:

Street To Be Closed: MOORE ST Cross Streets: Chestnut, Beech

Date(s) To Be Closed: AUG 24, 2019

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

Type Of Event: BLOCK PARTY

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Applicant Signature: Anthony Booker

Date: July 10, 2019

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire _____ DPS JB BLDG _____

REQUIRED EQUIPMENT:

Barricades ☒ Cones ☒ Other _____

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

City Clerk Signature: _____ Date: _____

Yolanda Holmes

From: Building Department
Sent: Monday, July 15, 2019 4:26 PM
To: Yolanda Holmes
Subject: RE: Street Closure/Block Party Request

Building Department approves.

Regards,

Curt Kropp, Department Administrator
Inkster Building Department
building@cityofinkster.com
Bus: (313) 563-7716
Fax: (313) 563-6521

From: Yolanda Holmes
Sent: Monday, July 15, 2019 2:22 PM
To: Building Department
Subject: Street Closure/Block Party Request

Good Afternoon,

Please find attached for your approval/disapproval a street closure/block party request for August 24, 2019.

Thank you,

Yolanda Holmes
Assistant City Clerk
City of Inkster
26215 Trowbridge
Inkster, MI 48141
313-563-9770





STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

ANTHONY BOOKER
Name

3406 MOORE ST
Applicant Address

313 459-6613
Phone Number

abooker313@gmail.com
Email (Optional)

REQUEST:

Street To Be Closed: MOORE ST Cross Streets: Chestnut / Beech

Date(s) To Be Closed: AUG 24, 2019

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

Type Of Event: BLOCK PARTY

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Applicant Signature: Anthony Booker

Date: July 10, 2019

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire X DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

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

City Clerk Signature: _____ Date: _____

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: July 31, 2019

From: Kaitlyn Hines
Community Planner

Date for Council Consideration: August 5, 2019

ACTION REQUESTED: Consider approval of a contract with LandUseUSA to complete a Residential Target Market Analysis for the City of Inkster.

Current Action X Emergency Future

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

Mayor's Approval Byron Nolen

BACKGROUND INFORMATION

The Cities of Inkster and Hamtramck are to be reimbursed through the Michigan Department of Treasury for conducting a Residential Target Market Analysis through LandUseUSA. The study will take a market analysis approach that will measure the magnitude of the gap in residential housing and help Inkster to understand the needs of local residents and intercept new residents. The study will provide potential developers with information on the housing types within the City, and help the City determine what types of development that it needs to pull in. LandUseUSA will also facilitate a stakeholders meeting to help interpret results.

SCOPE OF SERVICES

Conduct Residential Target Market Analysis and facilitate a stake holder meeting.

JUSTIFICATION

The study can provide developers with information they need in regards to housing for their potential employees.

PROJECT OR IMPROVEMENT TASK

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

COST

\$40,000 to be reimbursed.

RESOLUTION

Consider approval of a contract with LandUseUSA to complete a Residential Target Market Analysis for the City of Inkster.

Resolved by

Seconded by

The City of Inkster, Michigan

Scope and Agreements

Residential Target Market Analysis with Pilot Project Planning



LandUseUSA
UrbanStrategies

March 12, 2019



Introducing LandUseUSA

On behalf of LandUseUSA, we would like to thank you for the opportunity to present our proposal for development of a Residential Target Market Analysis (TMA) for the City of Inkster in Wayne County, Michigan.

LandUseUSA is a Limited Liability Company based in the Greater Lansing Area, about 30 minutes north of the State Capitol and the Michigan State Housing Development Authority (MSHDA) and Michigan Economic Development Corporation (MEDC) offices. Our firm specializes in both residential and retail Target Market Analysis (TMA), as well as downtown and urban market strategies, land use economics, and developer consultations.

LandUseUSA was founded in 2008 by Sharon Woods, who has nearly 30 years of applied and professional experience in the market research and analysis industry. Sharon has personally conducted 65 Target Market Analyses across the state of Michigan since 2014, and representing 95% of all studies. If you retain our team for this project, then all of the market analysis work will be personally completed by Sharon. She will also be the project manager and single point of contact for the duration of our work.

Sharon is a Certified Counselor of Real Estate (CRE) with a Master's Degree in Geography (with specialization in Applied Geography and Demographics), and Minor in Mathematics. She holds seats on the MICNU and MCDA Board of Directors, and is a 2018 nominee for the MAP Board of Directors.

Introducing MKSK + Quinn Evans

Planning Support – LandUseUSA is pleased to be joined by MKSK Studios and Quinn Evans Architects on our team. Both are Detroit-based firms with a talented team available to provide site assessments, planning, and architectural support to this important assignment. Based on our interpretation of your RFP, we have included a scope of work that includes computerized block-style sketch-ups, imagery, and project sheets for one Pilot Project in the city.

The MKSK work will be led by Bradley Strader, AICP, PTP, who has recent experience working on catalytic projects in central Highland Park. The Quinn Evans work will be led by Elisabeth Knibbe, FAIA, LEED AP, who is an architect with over 30 years of experience with urban redevelopment projects.

Your TMA Team



LandUseUSA
UrbanStrategies



Sharon Woods
TMA Consultant
Project Manager

Sharon Woods, CRE, CNUA, NCI, MA
Certified Counselor of Real Estate (CRE)
State-Approved TMA Consultant

...
sharonwoods@landuseusa.com
www.LandUseUSA.com
(517) 290-5531 direct line

...
LandUseUSA, LLC
6971 Westgate Drive
Laingsburg, Michigan 48848
(Greater Lansing Area)

MKSK

landscape architecture
urban design
planning

Haley Wolfe, Designer
Andrew Overbeck, AICP, Principal
Brad Strader, AICP, PTP, Principal
Landscape Architecture
Transportation Planning
Urban Planning & Design

...
MKSK Studios
4219 Woodward Ave, Ste. 305
The City of Detroit, MI 48201

Haley
Wolfe



Andrew
Overbeck



Brad
Strader
(Team Leader)



QUINN EVANS
ARCHITECTS

Kemba Braynon, AIA
Brian Moore, Architectural Designer
Elisabeth Knibbe, FAIA, LEED AP, Principal

...
Quinn Evans Architects
4219 Woodward Ave., Ste. 301
The City of Detroit, MI 48201

Kemba
Braynon



Brian
Moore



Lis
Knibbe
(Team Leader)



Stakeholder Engagement

We understand that this TMA and study will be coordinated and overseen by the City of Inkster's Community and Economic Development Coordinator. The following list describes the items that we will seek help with from your Leadership Team and DCC members, and ways that they will be engaged in the TMA process.

- 1) *TMA Leadership Team* – The TMA Leadership Team typically includes a small group with one to three members, and will probably be headed by your EDC coordinators. The Leadership Team is typically asked to participate in the TMA project in several ways, including:
 - Participating in a phone conference to review interim work products.
 - Arranging facilities for one TMA Tutorial to review the work approach.
 - Sending invitations; providing contact information on committee members.
 - Inviting committee members to review an electronic (.pdf) copy of the draft report.
 - Filtering and relaying stakeholder questions and comments.
 - Arranging facilities for one Study Group or work session to review the study results.
- 2) *Steering Committee Members* – You can also assemble a larger group of stakeholders or an informal Steering Committee, including your leadership team plus other stakeholders that you choose to invite. Steering Committee members are typically asked to participate in the project in several ways, including:
 - Attending a kick-off meeting that includes a tutorial on the TMA approach.
 - Providing local resources or contacts that might influence the study and results.
 - Participating in one or two phone interviews (optional).
 - Reading the TMA reports and offering questions and comments to the committee.
 - Sharing the TMA reports with stakeholders at other meetings and gatherings.
- 3) *TMA Kick-off Meetings* – At the earliest stages of our work we will travel to the City of Inkster to facilitate one joint kick-off meeting and TMA Tutorial with your EDC coordinators, committee members, and any other stakeholders that you choose to invite. This meeting is intended to be an informal round-table gathering, and will not include a formal PowerPoint presentation.

- 4) *Independent Market Tours* – During the same day that we are facilitating the kick-off meeting, we will also commence our independent field work and market tours throughout the City of Inkster, its downtown district, urban centers and corridors, and neighborhoods. We will take a photo inventory of existing housing choices, and will make general observations about the development potential of vacancies and land; and the rehab potential among established housing stock.
- 5) *Review of Prior Studies* – We will ask your EDC coordinators and/or steering committee members to provide electronic copies of documents that they believe could influence the outcome of our work. These could include city master plans, downtown and corridor studies, site-specific project proposals, community profiles, and etcetera. Website links, .pdf electronic copies, or hardcopies are all formats that we can use.
- 6) *Other Data Collection* – With the exception of prior studies, community plans and reports, all other data collection will be completed independently by our team. We will not require your assistance with collecting data for the analysis.
- 7) *Draft TMA Phone Conference* – Upon completion of the draft work products, we will request a phone conference with your Leadership Team to discuss the results. After the phone conference, your Leadership Team should also be prepared to spend at least 4 hours reviewing the study results. At that stage, they can also choose to share the report with the city leaders and steering committee members.
- 8) *TMA Study Groups* – We recommend facilitating one informal round-table TMA Study Group at a location of your choosing in the City of Inkster. We will also ask that your Leadership Team make the necessary arrangements and invite the participants. Attendees usually include city staff, city council, planning commission, EDC, DDA, agency staff, your other consultants, private sector developers, and neighborhood residents.
- 9) *TMA Study Group Handouts* – At the TMA Study Group we will distribute a 15 to 20-page handout that summarizes the results for the City of Inkster. We will provide one hand-out per participant, and are assuming that there will be no more than 30 participants in the session. To ensure that we have enough copies of the hand-outs, we will ask that you help us estimate a head-count among likely participants.

- 10) *Review of Pilot Projects* – At the TMA Study Group, MKSK and Quinn Evans will also distribute a project sheet displaying their work for the city’s Pilot Project. The project sheet will demonstrate traffic flow, building massing, and locations of potential land uses, with photos to convey the vision and concepts. We will then facilitate discussion about the results and next-steps. Detailed descriptions of MKSK and Quinn Evans collaborative work is provided later in this proposal.
- 11) *Developer Consultations* – Local developers should be encouraged to use LandUseUSA as a resource for interpreting the TMA results and understanding next-steps in their due-diligence process. You may also find it beneficial to invite private-sector investors to the initial TMA Tutorial, and at the TMA Study Group.

Target Market Analysis

In completing the Target Market Analysis for the City of Inkster, we will follow the State of Michigan’s guidelines for the scope of work, which were first designed under MSHDA’s Place-Based Planning program for the years 2013 through 2017. Those original guidelines have now been adopted by the Michigan Department of Treasury and the Michigan Land Bank. By following their data requests, we are confident that the final TMA will fully meet their expectations.

The following scope of work is recommended by the Michigan Department of Treasury and the Michigan Land Bank, and we will use it as a general guide in completing the TMA for the City of Inkster. The following is not intended to be a task-by-task checklist that we must adhere to, without deviation. Rather, it will serve as general guide, and we reserve the right to adapt our work for the City of Inkster to ensure that it best meets your local needs and unique market challenges. Within reason, we may refine the tasks and scope based on verbal input from you and your stakeholders, and our industry knowledge, experience, and professional sound judgment.

LandUseUSA’s recent TMA for West Bloomfield Township can also be used as a point of reference. As an example of modifications to the state’s guidelines, the West Bloomfield asked for a more lengthy narrative, plus a more detailed study of senior housing. Other tasks and deliverables were simplified as needed to accommodate those requests while remaining within the original budget.

1. Executive Summary

- i In a succinct format, provide a short narrative with the basic findings of the analysis.
- ii The locations where development would most likely achieve success.
- iii Community amenities, building formats, and the lifestyle preferences of target markets seeking those formats.
- iv Estimations of absorption rates or annual market potential.
- v Identification of any major impediments to achieving the optimal scenarios.

2. Description of the study area

- i A map of the study area should be included, showing major transportation routes, important places, neighborhoods, and other basic geographic information.
- ii Current population and household counts should be noted, and five year estimates made. A description of the pattern of population and household change since the 2000 Census should be made as well.
- iii Contract rents being received in the market by existing projects.
- iv Asking prices and unit sizes on offer among for-sale choices.
- v Asking rents and unit sizes on offer among for-lease choices.
- vi Vacancy rates among existing projects.
- vii Community amenities in the area that support residential neighborhoods.
- viii Scatter plots showing the relationships between prices and units sizes.

3. Placemaking Process and Considerations

- a. Description of the place making attributes and amenities in the study area should be provided.
- b. A description of the successes of these efforts in increasing the population or economic activity in the area (increased commercial occupancy rates, more foot traffic, recent housing construction, etc.).
- c. A description of the study area in terms of transportation networks and linkages, describing:
 - a. Major transportation corridors and development efforts around them.
 - b. Locations in the study area that exhibit high levels of walk- and bike-ability.
 - c. Existing public transportation opportunities.

4. Target Market Analysis

- a. Given the information in the previous sections, what would be the target market for a project that is built upon place making principles? The following items will be included in this section:
 - i. A discussion of commuting and migration patterns into and out of the study area.
 - ii. A description of the likely types of households that would be attracted to housing developed along place making principles, in terms of their demographics, employment profile, economic situation and housing preferences.
 - iii. A defensible tie between migration patterns and the size of the in-migrating target market.
- b. "Gap Analysis" – The following items will also be included in the study:
 - i. Given the estimate of the target market and the description of current housing conditions, how much new product (again developed along place making principles) will be demanded by the target market?
 - ii. Provide the market potential estimates be in the form of a range, with conservative and aggressive benchmarks. The conservative scenario will reflect in-migration; and the aggressive scenario will also include internal migration within the city.

5. Attributes of new housing

- a. The following information should be presented in the work:
 - i. A description of the locations within the study area that are most conducive to place making developments.
 - ii. A description of the building types that would result in the maximum capture of the target market demand.
 - iii. A listing of amenities that would provide the maximum capture of potential target market demand.
 - iv. A listing of the amenities needed for the maximum capture of potential target market demand.
 - v. A listing of the price points that would be most successful with target market households.

6. Impediments to Developments
 - a. What exists in the study area that limits the possibility of development guided by place making principles?
7. Conclusions/Issues
 - a. A statement of the general findings of the study should be presented in this section. In addition, other issues not in the scope, but deemed important by the analyst, will be included here as well.

Description of TMA Report

We anticipate that the final report will be at least 80 pages, including a five-page narrative summary, plus Infographics and other supporting materials assembled into an appendix with about 5 chapters or topics. If you like, results of the housing study and retail analysis could be separated into two companion documents. Materials may also be assembled into a shared Workbook with the most technical tables, maps, and other exhibits needed to substantiate the study results and conclusions.

LandUseUSA will be permitted to use some artistic freedom in reporting and presenting the findings of the analysis and study results. As needed, we may use a combination of Infographics, tables, photo collages, graphs, and succinct narratives. The Infographics may include a combination of histograms, pie charts, scatter plots, tables, and textboxes highlighting some key observations. Narrative reports will be very succinct and will not exceed five pages in total.

All reports will be provided as .pdf electronic files and will be shared using www.dropbox.com. We will also provide printed handouts at the kick-off meeting and study group session, which will be succinct extracts from the complete report.

Note: One printed and bound copy of the complete report will be provided at the study group session. Additional copies may be requested with your approval for additional professional time and material costs (+\$100 per copy).

Note: Formal PowerPoint presentations are excluded from this scope of work, but may be requested with your prior approval for additional professional time (+\$1,000).

The Pilot Project | MKSK + Quinn Evans

Based on the findings of the Target Market Analysis and in collaboration with LandUseUSA, the MKSK and Quinn Evans team will work together to identify several key redevelopment sites, with up to six in the City of Inkster. We anticipate that a number of sites have already been identified (and perhaps even mapped) by the Michigan Land Bank. We will also seek input from your EDC coordinators, planning staff, and building inspectors.

Some of those same sites might have been identified as ideal projects through the Redevelopment Ready Communities, Redevelopment Ready Sites, Project Rising Tide, and related initiatives. We will also work from our own field observations in verifying and qualifying the sites and their general marketability to prospective developers.

We anticipate that many of the candidate sites will include some signature and/or historical buildings that have become vacant for any number of reasons. Most will be at least two levels, and some will have adjacent lots that could be knit into a signature, cameo-type of reinvestment project.

With input from the City of Inkster, MKSK and Quinn Evans will then prepare a basic computerized sketch-up model that will serve as three-dimensional graphic maps of the pilot project. The image will also be valuable for demonstrating the locational attributes, context and linkages between adjacent uses and reinvestment opportunities. Examples of a 3-D sketch-up available upon request; and more complex models can also be provided along with other Customized Options (see the last page of this proposal).

We will work with you select a single site for more detailed study and as a Pilot Project. The site selection may be based on a variety of factors, including results of the Target Market Analysis, locational attributes, building and site condition, existing city plans, parking, accessibility, traffic patterns, general marketability, and potential obstacles or impediments.

Next, we will prepare a transportation network map that clearly conveys the types of improvements needed to improve the marketability of the two sites, and ideally link them with community destinations and amenities. The network maps will demonstrate the traffic flow, access and egress, and the locations of parking.

We anticipate focusing on traffic flow improvements within the pedestrian, bicycle and transit environment. We may tap SEMCOG's non-motorized specialists who have already identified streets that have potential to re-purpose lanes (where the volumes are below a certain threshold) and those with higher levels of safety concerns.

We will also prepare a basic site development capacity analysis of the Pilot Project. This will include a basic massing plan with an estimate of the number of housing units and complementary uses that could be reasonably developed on the site, and within the context of the existing buildings and adjacent vacant parcels. We will generally address the potential of the buildings and land while adhering to industry standards, such as ADA accessibility.

Evaluation of the associated public realm will identify potential changes, and may include recommended improvements to street design (for Complete Streets and all modes of transit), establishment of new public or semipublic space, and adjustments to public services like bus stops and pedestrian amenities.

We might also recommend some additional investigation such as a facilities or structural analysis. These and many other technical services are itemized under the Customized Options listed on the last page of this proposal.

We will then prepare a block-style computerized diagram showing the placement of land uses, building massing, and supporting imagery for the Pilot Project. These will be designed to generally illustrate how the project might appear if redeveloped as recommended. Photos of precedent examples will be used to demonstrate how adjacent public space could be designed to link with adjacent neighborhoods and create a sense of place. The results can then be used to convey concepts, generate interest in the sites, and attract reinvestment.

Finally, the images will also be summarized into a one-page profile or project sheet. This visual can be used to gain support from your city leadership, stakeholders, the media, foundations, lending community, residents living in nearby neighborhoods, and the general public.

Project Timeline

We typically ask for at least three (3) months to complete a TMA for a single city, and at least four months for a joint TMA in tandem with another city. We also ask for an additional month for Pilot Project Planning, which would be completed by MKSK Studios and Quinn Evans.

Completing a Target Market Analysis with site assessments and project sheets is similar to the undertaking of a city-wide master planning project. Considerable time is needed to gather, process, study, analyze, and report data results. Additional time should also be allowed for stakeholder engagement (including a TMA Tutorial and Study Group); to distill the findings into Infographics; and for city staff to review and comment on the draft and final report.

With this in mind, we respectfully ask for at least four months to complete this residential target market analysis for the City of Inkster. We can commence as soon you like, and will work diligently and efficiently to complete the work within a reasonable timeline.

Fee Schedule

Completing a Target Market Analysis involves an intense process of gathering and analyzing data; setting-up and running models; studying the results; developing place-based recommendations; sharing ideas through feedback loops; formulating optimal development strategies; preparing images and exhibits for two Pilot Projects; and facilitating the stakeholder engagement process. Our budget is allocated based on estimates of the professional time required to complete those steps.

We believe in applying 100% of the budget to professional time so we can do the very best job possible. Since we are already located in Michigan, we will waive our direct costs and travel expenses, and release you from the burden of reviewing travel receipts. Instead of spending a portion of the budget on air travel, we will channel it toward professional time and doing an exceptional job. Therefore, all of the budget will be allocated to professional time, and all related direct costs will be waived.

Fee Schedule | Professional Time and Direct Costs
Residential Target Market Analysis (TMA)
With One Pilot Project Plan

Target Market Analysis	\$ 30,000.
The City of Inkster	<u> x 1 </u>
Subtotal Fees	\$ 30,000.
Collaboration Discount	(\$ 2,500.)
Adjusted Fees	\$ 27,500.
One Pilot Project Plan	\$ 10,000.
The City of Inkster	<u> x1 </u>
Subtotal Fees	\$ 10,000.
Total Adjusted Fees	\$ 37,500.
Travel Costs (waived)	\$ 0.
Printing Costs (waived)	\$ 0.
Shipping, Handling (waived)	\$ 0.

Our proposal for \$37,500 for the Residential Target Market Analysis is a flat-rate, not-to-exceed amount, and 100% of the budget will be allocated to professional time. Our fees are based on an estimated 400 hours that will be dedicated to this project. We estimate that 75% of the work will be completed by LandUseUSA; and 25% of the work will be completed by MKSK and Quinn Evans. For reference, the average hourly rate across our team is approximately \$100 per hour.

Because the City of Inkster is collaborating with the City of Hamtramck on this Target Market Analysis, we will apply a discount of -\$2,500 per city (or -\$5,000 for both cities combined). This discount reflects some efficiencies that can be achieved when extracting and analyzing data; conducting field research and meetings; preparing Infographics and reports; and project management. **This discount will be applied only if the signed authorization from the City of Inkster is received by the end of March 2019.**

Invoicing and Payments

We anticipate providing you with two invoices during the work, as pdf attachments to electronic email messages. The first invoice will be provided in the amount of \$20,000 and upon completion of 50% or more of the work. The second invoice will be provided in the amount of \$17,500 and upon delivery of a 95% completed draft report.

In signing this agreement, the City of Inkster agrees to pay each invoice within 30 days of receipt. Payment of invoices will not be delayed based on the timing of revisions to the draft reports; refinements to the final deliverables; scheduling of the final study group session with stakeholders; or timing of city council or planning commission meetings or review sessions. Timing will not be delayed based on the timing of any release of funds or grants from the City of Hamtramck or any other third-party. Payment will not be delayed based on any stakeholder disagreeing with the study findings, recommendations, or reporting format.

AGREED:


.....

March 26, 2019

THE CONTRACTOR

DATE

Sharon M. Woods, President
LandUse/USA, LLC
6971 Westgate Drive
Laingsburg, Michigan 48848

AGREED:

.....
Signature

.....
Date

.....
Please Print Name
The City of Inkster
26215 Trowbridge
Inkster, Michigan 48141

.....
Title

Customized Options | LandUseUSA

You might also find value in receiving other consultation services. The following items are intended to demonstrate the variety of services that we can offer, and they reflect the types of requests that we often receive from other cities. If you would like any of these (or other) items added to the scope of work, then they can be integrated into this agreement with refinements; authorized under separate agreements; or added later as addendums or work change orders.

1) Additional TMA Study Groups or Developer Forums

Upon request, LandUseUSA is available to return to either city and facilitate additional TMA Study Group Sessions or TMA Tutorials with an audience of your choosing. This may include your city council, planning commission, forum of developers, and/or other stakeholder groups. Additional study groups will include printing of full-color handouts, travel time, session time, and follow-up phone discussions with participants at their convenience.

2) Retail Target Market Analysis, Mixed-Use

In addition to Residential Target Market Analysis, LandUseUSA also has expertise in conducting Retail Target Market Analysis. Many cities find that both studies provide a better understanding of the market potential for mixed-use projects, and particularly projects involving the rehab of residential apartments and lofts above street-front retail. LandUseUSA is available to customize a Retail TMA as either a preliminary assessment, or a more comprehensive analysis. Either way, the work will focus on understanding the shopping preferences of households most inclined to live and shop in diverse urban places like Inkster.

3) HUD Income Limits of Affordability

LandUseUSA has access to detailed data for lifestyle clusters and target markets, including the share of households by income bracket, and rent brackets. This data can be used to allocate the annual market potential across income brackets. The income brackets can be aligned with HUD's income limits the Detroit Metro Area, with appropriate adjustments for household sizes. Deliverables would include a series of tables summarizing and detailing the results by HUD income brackets and by household size.

Customized Options | MKSK + Quinn Evans

The planning and architecture consultants will complete their initial work at a conceptual level while remaining within 25% of the total project budget. The team is also available to customize additional services when there is a need and if additional funds become available. The following list provides samples of the types of additional planning support that MKSK and Quinn Evans are prepared to provide at any time, but are excluded from the initial scope of work.

- Conduct a more thorough evaluation of the city's site, and/or additional sites.
- Provide detailed conditions assessments and planning specifications.
- Prepare architectural illustrations and computerized models demonstrating the full development potential for the pilot project and site.
- Conduct detailed facilities analyses of existing buildings and candidates for rehab.
- Prepare design guidelines or standards for sites and/or development subareas.
- Prepare detailed concepts and computerized analyses showing more technical attributes of the pilot project, sites or buildings, including safety and ADA compliance.
- Facilitate stakeholder meetings, open houses, forums, or design charrettes.
- Prepare detailed designs for streetscapes, placemaking, and related planning services.
- Generate community-wide or site-specific maps, plans, and related visuals.
- Identify necessary improvements to master plans, zoning ordinances, design guidelines, streetscape improvement plans, and similar documents.
- Prepare implementation plans with construction and related cost estimates, plus strategies for ensuring that project comply with federal environmental regulations.
- Prepare fiscal impact analyses of tax revenues, school enrollment, traffic, and safety.
- Prepare a marketing strategy and plan with supporting materials.
- Help prepare Requests for Proposals (RFPs) to recruit prospective developers.
- Consult one-on-one with prospective developers to identify potential impediments and solutions to reinvestment.

Kaitlyn Hines

From: Steckelberg, Larry (TREASURY) <SteckelbergL@michigan.gov>
Sent: Monday, July 01, 2019 3:27 PM
To: sharonwoods@landuseusa.com; Kaitlyn Hines
Subject: RE: [Fwd: 10 DM TMA Inkster - draft proposal is attached]
Attachments: 10 DM TMA Inkster 03 12 19.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Kaitlyn:

Per our conversation, Treasury has approved reimbursing the City of Inkster up to \$40,000 for this project. This would be a contract between Inkster and LandUse USA. The City of Inkster would be invoiced by LandUse USA and Inkster would provide me with a copy of the invoice and proof of payment. I will then process a reimbursement via EFT.

*Larry Steckelberg, Administrator
Community Services Division
Bureau of Local Government
Michigan Department of Treasury
Office: (517) 241-3733
Cell: (517) 974-3495*

From: Sharon Woods LandUseUSA <sharonwoods@landuseusa.com>
Sent: Monday, July 01, 2019 3:14 PM
To: khines <khines@cityofinkster.com>; Steckelberg, Larry (TREASURY) <SteckelbergL@michigan.gov>
Subject: [Fwd: 10 DM TMA Inkster - draft proposal is attached]
Importance: High

Warmly, Sharon

Sharon Woods, CRE, CNUa, FBCI, NCI, MA
Certified Counselor of Real Estate
(517) 290-5531 direct
[LandUseUSA | Urban Strategies](#)

CERTIFICATIONS

CRE | [Counselors of Real Estate](#)
CNUa | [Congress for the New Urbanism](#)
FBCI | [Form-Based Codes Institute](#)
NCI | [National Charrette Institute](#)
MA | [Masters of Arts - Applied Geography](#)

PARTNERS and ALLIANCES

IncDev | Incremental Development Alliance - faculty

DTC | The Downtown Collaborative - collaborator

MiCNU | Michigan CNU - board of directors

MCDA | MI Community Dev. Assoc. - board of directors

----- Original Message -----

Subject: [Fwd: 10 DM TMA Inkster - draft proposal is attached]

From: "Sharon Woods LandUseUSA"

Date: Tue, June 11, 2019 2:35 pm

To: khines@cityofinkster.com

<Forwarded Attachment and email thread (see below) for Kaitlyn Hines, sent from Sharon Woods of LandUseUSA | Urban Strategies>

----- Original Message -----

Subject: 10 DM TMA Inkster - draft proposal is attached

From: "Sharon Woods LandUseUSA"

Date: Tue, March 12, 2019 4:22 pm

To: "Sharde Fleming"

Hi, Sharde -

Since you indicated in your earlier email that the City of Inkster would like to proceed with the Target Market Analysis, I took the initiative of preparing this draft proposal (see attachment). It is nearly identical to the agreement signed by the City of Hamtramck, with insignificant refinements. The only thing that I would need to commence the work is authorization on the signature page of this attachment. However, you probably want to have your grant agreement with the City of Hamtramck in place first. Let me know how I can help.

Warmly, Sharon

Sharon Woods, CRE, CNUa, FBCL, NCI, MA

Certified Counselor of Real Estate

(517) 290-5531 direct

LandUseUSA | Urban Strategies

CERTIFICATIONS

CRE | Counselors of Real Estate

CNUa | Congress for the New Urbanism

FBCL | Form-Based Codes Institute

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: July 23, 2019

From: Adrianna Jordan
City Planner

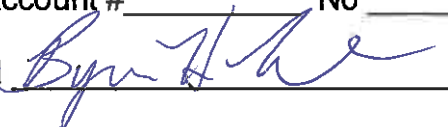
Date for Council Consideration: August 5, 2019

ACTION REQUESTED: Consider approval of a Special Land Use (SLU 18-31) for a proposed Clothing Recycling Wholesale and Warehouse Facility to be located in an existing building at 3000 Middlebelt in the B-3, General Business District per the recommendation of the Planning Commission. Abdul Saleh is the applicant.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND INFORMATION

On Monday, July 22, 2019, the Planning Commission reviewed and recommended for approval SLU 18-31 which is a proposed Clothing Recycling Wholesale and Warehouse Facility to be located at 3000 Middlebelt in the B-3, General Business District. The associated Site Plan (SP 18-32) was approved with conditions. As part of their site plan approval, the Planning Commission approved an irrigation waiver. City Staff recommended approval of SLU 18-31, and SP 18-32. Abdul Saleh is the applicant. Draft meeting minutes are attached.

The subject property totals 3.67 acres and is located on the west side of Middlebelt between Michigan Avenue and the railroad tracks. There is an existing 28,851 square foot building on the site that will be re-occupied with the clothing recycling facility.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The City Planner's letter dated July 17, 2019 recommends that Planning Commission recommend approval of the Special Land Use because the proposed use is compatible with the Zoning Ordinance, Master Plan, and surrounding uses. Additionally, it would bring an existing non-conforming site into compliance with the City's Zoning Ordinance and foster economic development within the City of Inkster.

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

PROJECT OR IMPROVEMENT TASKS

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

COSTS

All costs are incurred by the petitioner.

PROJECT TIME TABLE

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

RESOLUTION

Resolved by _____

Seconded by _____

To approve a Special Land Use (SLU 18-31) for a Clothing Recycling Warehouse and Wholesale Facility located at 3000 in the B-3, General Business District.

Yes:

No:

Absent:

**CITY OF INKSTER
PLANNING COMMISSION
MINUTES**

A regular meeting was held on **Monday, July 22, 2019**, in the Inkster City Council Chambers, located at 26215 Trowbridge, Inkster, Michigan.

A quorum was reached. Vice Chairman Ratliff called the meeting to order at 6:33 p.m.

I. ROLL CALL

Present: Vice Chairman Ratliff, Secretary Cain, Nolen (6:35), Garrett, Willis, Faison, and Williams.

Absent: Chairman Chisholm, Commissioner Davis

Others in attendance: Adrianna Jordan, City Planner
Kaitlyn Hines, Community Planner
Ghassan Khalaf, Engineer
Abdul Saleh, Applicant

Public in attendance: None.

II. ADOPTION OF AGENDA

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

III. ADOPTION OF MINUTES OF June 10, 2019

MOVED by Williams, Seconded by Garret to Adopt the Minutes. **MOTION CARRIED unanimously.**

IV. PUBLIC HEARINGS

- A. Case # 18-31 (SLU) – Clothing Recycling Warehouse and Wholesaler**
Public Hearing to review and consider special land use for a proposed clothing recycling warehouse and wholesaler (SLU18-31) in the B-3, General Business District at 3000 Middlebelt Road. Abdul Saleh is the applicant. The subject property is located on the west side of Middlebelt Road between Michigan Avenue and the railroad tracks

MOVED by Williams, Seconded by Garret to open the public hearing for Case # 18-31 (SLU) Clothing Recycling Warehouse and Wholesaler. **MOTION CARRIED unanimously.**

Commissioners Concerns:

1. Commissioner Garret was concerned with whether the amount of times in the lawn service contract is enough. Ms. Jordan replied that there is no quantitative evidence. Mr. Khalaf got up on behalf of the applicant to confirm that the driveway will be closed on Middlebelt due to the city recommendation and to state that even if they had irrigation, the property owner could always turn the water off.
2. Commissioner Faison asked about the signage for the property. Ms. Jordan confirmed that signs will need to be shown on the site plan in regards to dimensions and location.

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

V. OLD BUSINESS

NONE.

VII. NEW BUSINESS

- A. **Agenda Amendment – Special Land Use**
Add the special Land Use to the New Business section of the Agenda.

MOVED by Nolen, Seconded by Garret to amend the agenda to include the SLU vote in New Business. **MOTION CARRIED unanimously.**

- B. **Case # 18-31 (SLU) – Clothing Recycling Warehouse and Wholesaler**
Consider special land use for a proposed clothing recycling warehouse and wholesaler (SLU18-31) in the B-3, General Business District at 3000 Middlebelt Road. Abdul Saleh is the applicant. The subject property is located on the west side of Middlebelt Road between Michigan Avenue and the railroad tracks.

MOVED by Nolen, Seconded by Ratliff for Case # 18-31 (SLU) Clothing Recycling Warehouse and Wholesaler. **MOTION CARRIED unanimously.**

- C. **Case # 18-32 (SP) – Consideration of Site Plan Approval for a Clothing Recycling Warehouse and Wholesaler**
Planning Commission to review and consider approval of a site plan for a proposed clothing recycling warehouse and wholesaler (SP18-32) in the B-3, General Business District at 3000 Middlebelt Road. Abdul Saleh is the applicant. The subject property is located on the west side of Middlebelt Road between Michigan Avenue and the railroad tracks.

MOVED by Williams, Seconded by Nolen for Case # 18-32 (SP) Clothing Recycling Warehouse and Wholesaler with the following conditions:

1. **Rooftop Screening.** Applicant must indicate siding material and color for rooftop mechanical equipment screening.
2. **Landscaping Installation.** Installation of required screening and landscaping shall be completed prior to building occupancy, except when building construction is

completed during the off-season when plants cannot be installed, in which case the owner shall provide a performance guarantee to ensure installation of required landscaping in the next planting season.

3. **Performance Bond.** Whenever a site plan requires any type of landscaping, the applicant may be required to post a Performance Bond prior to the issuance of a temporary or final Certificate of Occupancy to ensure the completion of landscaping (including irrigation) if the landscaping is not 100% complete when any Certificate of Occupancy is requested.
4. **Irrigation.** Planning Commission approval of irrigation waiver to allow a professional landscaping service to manually irrigate landscaping at least three times per week.
5. **Loading.** Extension of loading zone and screening wall to 70 feet long.
6. **Middlebelt entrance.** Closure of Middlebelt secondary entrance as proposed on site plans.
7. **Security Cameras.** Security system and cameras shall be installed, maintained and approved by the City Police Chief.
8. **Signs.** The applicant must provide information on number, dimensions, and style of any proposed signs.
9. **Comments from Other Departments.** All applicable City departments and consultants should review the site plan and identify any remaining issues.

MOTION CARRIED unanimously.

D. Case # 18-32 (SP) – Consideration of an Irrigation Waiver

Planning Commission to review and consider approval of an irrigation waiver for a proposed clothing recycling warehouse and wholesaler (SP18-32) in the B-3, General Business District at 3000 Middlebelt Road. Abdul Saleh is the applicant. The subject property is located on the west side of Middlebelt Road between Michigan Avenue and the railroad tracks.

Commissioners Concerns:

1. Commissioner Garret asked if watering three times a month will be adequate. Commissioner Nolen asked how we will be able to enforce it.

MOVED by Williams, **Seconded** by Garret for Case # 18-32 (SP) Consideration of an Irrigation Waiver. **MOTION CARRIED unanimously.**

VIII. MISCELLANEOUS

A. Michigan Association of Planning Training

Planning commission to discuss and choose a training course provided through the Michigan Association of Planning. Last year, the planning commission and zoning board of appeals had the Planning and Zoning Essentials workshop. This year commissioners get to choose from: Zoning Administration, Planning Commissioner Toolkit, Zoning Board of Appeals, Site Plan Review, Capital Improvements Programs, Risk Management, Community Engagement, The Master Planning Process, or Planning for Health.

MOVED by Williams, Seconded by Faison for MAP training: Site Plan. **MOTION CARRIED unanimously.**

VIII. ADJOURNMENT – 7:22 pm

MOVED by Williams, Seconded by Garrett to adjourn the Planning Commission meeting held on July 22, 2019. **MOTION CARRIED unanimously.**

Respectfully submitted,

Steven Chisholm, Chairman

Lynnette O. Cain, Secretary

Adrianna Jordan, City Planner



CITY OF INKSTER

26215 Trowbridge St.
Inkster, MI 48141
www.cityofinkster.com
313.563.4232

July 17, 2019

Planning Commission
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Subject: SLU 18-31 (Rev 3) City Recyclers – Clothing Recycling Warehouse and Wholesale Facility
Location: 3000 Middlebelt
Zoning: B-3, General Business District
Applicant and Owner: Abdul Saleh

The City of Inkster Planning Department has reviewed the above-referenced Special Land Use and associated Site Plan application and offers the following comments and findings for your consideration. The initial site plan was received on November 7, 2018, and the revised site plan was received on July 15, 2019. Planning Staff conducted a site visit on Thursday, November 29, 2018. The proposed use is described as "clothing recycling facility."

SITE DESCRIPTION

The site is an existing 28,851 square foot building located on the west side of Middlebelt at 3000 Middlebelt (full legal description on application) and totals 3.67 acres. The revised site plan states that the facility will have five employees, and the regular hours of operation are 8 am to 5 pm, Monday through Friday. The site is located in the B-3, General Business District. The proposed clothing recycling distribution facility with a small retail area is most similar to "commercial warehouse, wholesale operations, and distribution" which is a Special Land Use in the B-3 zoning district.

REVIEW OF SPECIAL LAND USE (\$155,289)

The following standards are applicable to all SLU applications.

1. **Will be harmonious and in accordance with the goals, policies, and actions of the Master Plan.** The site is planned for Regional Commercial land uses. Regional Commercial is intended to allow for a wide variety of retail and commercial uses that services Inkster and the surrounding communities. Regional Commercial acts as a buffer around the downtown Town Center District. This category allows new development that is compatible with and contributes to the character of Michigan Avenue through use of appropriate building materials, architectural detail, color range, massing, lighting, and landscaping criteria to soften the visual impact of commercial building sites and parking areas, and to accentuate the relationship to streets and pedestrian

ways. The proposed use is a clothing recycling facility specializing in wholesale and distribution with a small retail component. With the removal of the existing chain link and razor wire fence, and the addition of new landscaping Planning Staff believes the proposed land use will meet the intent of the Master Plan and be harmonious with the intent of the Regional Commercial land uses. ***This finding is met.***

2. **Will be designed, constructed, operated, and maintained so as to be visually and physically harmonious and appropriate in appearance with the existing or intended character of the general vicinity and not change the essential scale and character of the area.** There is vacant land zoned single-family residential located directly to the south of the subject property across the railroad tracks. The applicant has added a note to the site plan stating that if and when the adjacent residential property is developed they will build an obscuring wall along the property line in order to maintain physical harmony with the adjoining residential area. ***This finding is met.***
3. **Will be a visual, physical, and economic improvement in relation to the property in the immediate vicinity and to the city as a whole.** The existing building is vacant. Re-occupancy of this vacant building will result in a visual, physical, and economic improvement to the subject property, surrounding properties, and city as a whole. ***This finding is met.***
4. **Will be served adequately by essential public services and facilities or that the persons responsible for the establishment of the proposed use will adequately provide any such service or facility.** The subject property is already developed with an existing building. Therefore, the capacity of the City's infrastructure and public services appears to be sufficient to accommodate the business; however, Planning will defer to DPS, Engineering, Fire, and Police on making these findings.
5. **Will not detract from the desirability and orderly function of residential or business uses.** Discretion shall be given to the impact of the proposed use upon existing uses which may relate to the traffic generation, sound, artificial lighting, odors, emission of exhaust gases, pedestrian traffic, hours and days of operation, creation of a public or private nuisance, opportunity for crime or criminal activity, congregation of individuals for purposes other than intended by the proposed use, and similar factors generated by the proposed use. The factors stated herein are not intended as a limitation upon the possible considerations and are by way of example only. The primary entrance of the proposed clothing recycling facility is located off of Middlebelt Road which is a Principle Arterial designed to handle large volumes of traffic, and there is a secondary entrance off of Michigan Avenue which is also a Principle Arterial. The presence of a wholesale and distribution facility located adjacent to residentially zoned land has the potential to create adverse noise impacts during regular business hours if the vacant land is developed; however, future wall and/or fence placement at the time of development, as well as hours of operation will mitigate potential noise impacts. No adverse impacts from light, odor, exhaust, or similar nuisances are anticipated. ***This finding is met.***
6. **Will not erode or reduce the economic viability of other existing land uses. Consideration shall be given to the compatibility of other existing uses with the proposed use and maintaining**

land values within the City. The proposed use would have a positive economic impact on the area by re-occupying an existing vacant building. Although properties to the north, east, and west include various retail uses and commercially zoned vacant land, to the south lies vacant land zoned single-family residential. Therefore, we recommend that the results of a public hearing be considered to assess impacts on the surrounding area.

7. **Will not impose additional service demands upon the City or its anticipated future resources.** The capacity of the City's infrastructure and public services appears to be sufficient to accommodate the business; however, Planning will defer to DPS, Engineering, Fire, and Police on making these findings.
8. **Will further and enhance the health, safety, welfare, morals, character, comfort, convenience, and policies of the City, will not create excessive additional public costs or be detrimental to the economic welfare of the City.** This finding can be made, subject to the recommendation of the Chief of Police and the applicant's proposed closure of the Middlebelt curb cut. SEMCOG's records show that the steep entrance located off of Middlebelt Road has been the direct cause of three traffic crashes within the past five years, and allowing this curb cut to remain open (even as signed a one-way entrance only) will have a detrimental effect on public safety in the City. The proposed clothing recycling facility would re-occupy and redevelop an existing building and property that has been vacant for more than one year, thus improving the safety and economic welfare of the community.
9. **Will be consistent with the intent and purposes of this Zoning Code, and comply with all the specific standards as established for said use by the Ordinance.** The site plan submitted does not include adequate information in regards to loading, signs, and other site plans requirements necessary to make this finding.

REVIEW OF SPECIFIC STANDARDS FOR COMMERCIAL WAREHOUSES, WHOLESALE OPERATIONS, AND DISTRIBUTION (§155.147)

1. **Parcel Size.** The minimum lot or parcel size must be one acre. The subject property is 3.67 acres. *This standard is met.*
2. **Traffic.** The type and quantity of traffic generated by the operation shall be compatible with the permitted retail uses in the district. Applicant has provided estimated vehicle trips for the proposed land use on Sheet A-02 of the site plans. In addition to employee and customer cars, the applicant anticipates box truck deliveries once or twice daily, and semi-truck deliveries once a week after-hours. *This standard is met.*
3. **Access.** Ingress and egress shall be provided so as not to conflict with adjacent business uses or adversely affect traffic flow on adjacent businesses. Both the primary and secondary site access is off of Principle Arterials. This finding can be made, subject to the recommendation of the Chief of Police and the applicant's proposed closure of the Middlebelt curb cut. SEMCOG's records show that the steep entrance located off of Middlebelt Road has been the direct cause

of three traffic crashes within the past five years, and allowing this curb cut to remain open (even as signed a one-way entrance only) will have a detrimental effect on public safety in the City.

4. **Traffic Study.** Planning Commission may require a traffic impact study and a traffic management plan. Traffic study requirements will depend on estimated type and volume of vehicles, and will be determined by the Planning Commission.
5. **Hours of Operation.** The hours of operation shall be reviewed and approved by Planning Commission in consideration of potential negative impacts, including but not limited to, trucking and shipping, noise, odor, air quality, dust, spillage, glare, etc. Proposed hours of operation are 8 am to 5 pm Monday through Friday. Planning Staff believes that proposed hours of operation are reasonable, and that this requirement could be met.
6. **Open Air Storage.** Open air storage is not permitted and truck parking is not permitted outside of designated loading spaces. Applicant has added a note to the site plan stating that open air storage is not permitted, and that no trucks will park outside the designated loading area. ***This standard is met.***
7. **Landscaping and Screening.** Planning Commission may determine that landscaping and screening is required. Please see accompanying site plan review letter for more information on landscaping and screening requirements.
8. **Accessory Uses.** A minimum of 10% of the floor area, or 1,000 sq. ft., whichever is less, shall be used for accessory retail and office uses, which shall be primarily accessed via the front yard. City Assessing records indicate that the total building square footage is 28,851 square feet, and the applicant is proposing a 1,000 square foot retail and office space. ***This standard is met.***
9. **Parking.** Adequate parking shall be provided based on the parking requirements for wholesale establishments and any other accessory uses. Planning Commission may modify parking standards based on a parking study. ***This standard is met.***
10. **Parking Screening.** Wherever the off-street parking is adjacent to land zoned for residential purposes, a continuous obscuring wall of four and one-half feet in height shall be along the sides of the parking area adjacent to the residentially zoned land. The wall shall be further subject to the provisions of § 155.074. ***This item is not applicable. Therefore, this standard is met.***

RECOMMENDATION

In general, the proposed clothing recycling facility could be harmonious and compatible both with the master plan and the proposed location on Middlebelt Road if the entrance off of Middlebelt Road is closed as proposed in the site plans, and if the site plan is revised to address issues with loading and signs. The development would also improve the economic welfare of the community by re-occupying an existing vacant building. Planning Staff recommends approval of the special land use subject to the conditions noted in the accompanying site plan review letter.

City of Inkster Planning Commission
SLU18-31, rev 3 – 3000 Middlebelt
July 17, 2019
Page 5

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

Thank you,

A handwritten signature in blue ink, appearing to read 'Adrianna Jordan', with a long horizontal flourish extending to the right.

Adrianna Jordan, AICP
City Planner

**CITY OF INKSTER**

26215 Trowbridge St.
Inkster, MI 48141
www.cityofinkster.com
313.563.4232

July 17, 2019

Planning Commission
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Subject: SP18-32 City Recyclers – Clothing Recycling Warehouse and Wholesale Facility - PSPR
Location: 3000 Middlebelt
Zoning: B-3, General Business District
Applicant and Owner: Abdul Saleh

The City of Inkster Planning Department has reviewed the above-referenced Site Plan and associated Special Land Use application and offers the following comments and findings for your consideration. The initial site plan was received on November 7, 2018, and the revised site plan was received on July 15, 2019. Planning Staff conducted a site visit on Thursday, November 29, 2018. The proposed use is described as "clothing recycling facility."

SITE DESCRIPTION

The site is an existing 28,851 square foot building located on the west side of Middlebelt at 3000 Middlebelt (full legal description on application) and totals 3.67 acres. The revised site plan states that the facility will have five employees, and the regular hours of operation are 8 am to 5 pm, Monday through Friday. The site is located in the B-3, General Business District. The proposed clothing recycling distribution facility with a small retail area is most similar to "commercial warehouse, wholesale operations, and distribution" which is a Special Land Use in the B-3 zoning district.

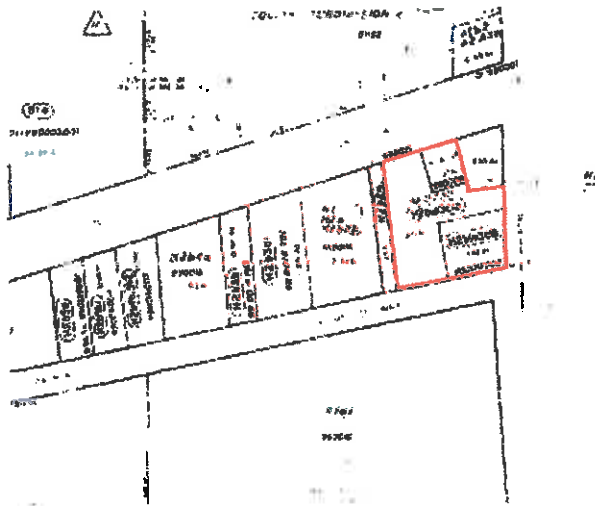
The following chart provides information on existing land use, current zoning, and future land use.

	Existing Land Use	Current Zoning	Future Land Use Designation
Subject Site	Clothing Recycler	B-3, General Business	Regional Commercial
North	Gas Station	B-3, General Business	Regional Commercial
South	Railroad / Vacant Land	Railroad/R-1B, One-Family Residential	Industrial
East	Tire Shop	B-3, General Business	Regional Commercial
West	Vacant Land	B-3, General Business	Regional Commercial

EXHIBIT A: AERIAL VIEW OF SITE



EXHIBIT B: PARCEL MAP



1. **Zoning and Use (§155.046).** The site is in the B-3, General Business District and is bordered by sites in the B-3, General Business District to the north, east, and west, and the railroad and R-1B, One-Family Residential District to the south. "Commercial warehouses, wholesale operations, and distribution" facilities are a special land use in the B-3 district subject to compliance with the schedule of regulations listed in §155.061, the site plan approval standards listed in §155.287, the special land use standards listed in §155.289, and the "commercial warehouse, wholesale operations, and distribution" standards listed in §155.147 of the Zoning Ordinance.

The B-3 district requires setbacks, lot size, lot coverage, and height as follows:

Setbacks	Required	Proposed
Front Setback	None	Existing. Complies.
Rear Setback	Off-street loading space shall be provided in the rear yard, and shall be provided in addition to any required off-street parking area.	<u>Existing. Does not comply.</u>
Side Yard Setback (Both)	No side yards are required along interior side lot lines within the district, except as required in the building code; provided that if walls of structures facing such interior side lot lines contain window or door penetrations, such side yard shall not be less than ten feet.	Existing. Complies.
Side Yard Setback (One)	No side yards are required along interior side lot lines within the district, except as required in the building code; provided that if walls of structures facing such interior side lot lines contain window or door penetrations, such side yard shall not be less than ten feet.	Existing. Complies.
Lot Size	Dimensions must permit parking and landscaping.	Existing. Complies.
Lot Coverage	Based on off-street parking, loading, greenbelt screening, and setbacks.	Existing. Complies.
Height	25 ft (2 stories)	Existing. Complies.

2. **Architectural Features.** The existing structure is a one-story industrial-looking CMU building painted beige with a gray stripe approximately three-quarters of the way up the façade. There are three windows, two doors, and a loading dock on the north façade, a second loading dock on the east façade, and no fenestration on the west and south façades. The applicant has provided photographs of all four façades of the existing building, and has indicated that no changes to the façade are proposed. Some rooftop mechanical equipment is visible from Middlebelt, and the site plans indicate that they will screen this equipment with ½" treated plywood-backed siding. Applicant must indicate siding material and color for rooftop mechanical equipment screening.
3. **Site Design and Landscaping (§155.073).** Pursuant to §155.073, a landscape plan for the site is provided, and the following landscaping comments must be addressed:
 - a. **Deadline for installation (§155.073(D)(1)(a)).** Installation of required screening and landscaping shall be completed prior to building occupancy, except when building construction is completed during the off-season when plants cannot be installed, in which case the owner shall provide a performance guarantee to ensure installation of required landscaping in the next planting season.

- b. **Performance Bond (§155.073(D)(2)).** Whenever a site plan requires any type of landscaping, the applicant may be required to post a Performance Bond prior to the issuance of a temporary or final Certificate of Occupancy to ensure the completion of landscaping (including irrigation) if the landscaping is not 100% complete when any Certificate of Occupancy is requested. The City will inspect the landscaping and determine the percentage of completion and a performance bond must be submitted to the City by the developer in the sum equal to the unfinished portion of the landscape work. If the landscaping is 100% complete and approved no Performance Bond will be required.
 - c. **Irrigation (§155.073(D)(12)).** To assist in maintaining plant materials in a healthy condition, all landscaped areas (including lawns) shall be provided with an automatic underground or drip irrigation system, or the applicant must obtain a waiver from the Planning Commission if they determine that underground irrigation is unnecessary. Applicant has provided a waiver request indicating that a person will be assigned "to manually water the plants and trees three times a week or more depends [sic] on weather as needed". More specifically, the applicant has provided Planning Staff with a signed three-year contract with Aces 4 Seasons Lawn and Snow Care which includes irrigation twice weekly and grass cutting twice monthly. Planning Staff recommends that the Planning Commission only grant the waiver on the condition that this contract be revised to watering three times weekly to match the applicant's waiver request language.
 - d. **Right-of-way Landscaping (§155.073(D)(13)).** The subject property has 284 feet of right-of-way on Middlebelt Road. Therefore, a total of eight deciduous shade trees, and four ornamental trees are required, and nine shade trees and four ornamentals are provided. In addition, the applicant is proposing a 30 inch high Boxwood hedge for supplemental parking lot screening. On Michigan Avenue, the subject property has 229 feet of right-of-way minus the commercial drive, and a total of six deciduous shade trees and three ornamentals are required, and provided. The landscape schedule lists the proposed deciduous shade tree as "Hedge Maple", and the ornamental tree as "Eastern White Pine". Recently the Hedge Maple has been associated with invasive traits, and Planning Staff has begun recommending substitute trees such as "State Street Miyabe's Maple".
 - e. **Undeveloped Lawn Areas.** A large portion of the site is proposed to remain undeveloped. A note has been added to the site plan stating that these undeveloped lawn areas "shall be planted in species of grass normally grown as permanent lawns in Michigan. Grass may be sodded or hydro-seeded, provided that adequate measures are taken to minimize soil erosion. Sod or seed shall be clean and free of weeds and noxious pests or disease."
4. **Walls and Fences (§155.074).** There is a chain-link fence crowned by razor wire around the subject property that is incompatible with the retail district, and will be removed per the existing / demo site plan. In addition, the southern property line abuts residentially zoned land. Where a commercially zoned use is adjacent to a residential zoned use a minimum six foot high "durable, weather-resistant, rustproof, and easily maintained" solid wall is required along the

property line to visually screen the use and provide sound proofing. Therefore, in the future if the vacant residentially zoned property to the south of the subject property is developed the applicants would be required to construct a wall complying with the ordinance requirements at the time of development of that property. The owner has added a note to the proposed site plan indicating they will build a six foot high masonry wall if and when the southern residential property is developed. A screening wall or obscuring greenbelt is required for the length of the loading area which is visible from Middlebelt. The applicant is proposing a 35 foot long, six foot high screening wall based on the idea that they will apply for a waiver; however, this would need to be extended to 70 feet. Waivers for loading area reductions only apply to buildings smaller than 20,000 square feet. Added screening is provided by a proposed 30 inch high Boxwood hedge along Middlebelt.

5. **Waste Receptacle (Dumpster) or Storage Screening (\$155.075).** The waste receptacle and removal areas shall be opaquely screened on four sides by masonry wall, similar in material and/or color to the main structure, and opaque gate to a height at least one foot taller than the receptacle or other container system. The applicant has proposed an embossed beige brick block enclosure with a Trex and steel gate system.
6. **Exterior Lighting and Security Cameras (\$155.076).**
 - a. **Exterior Lighting.** The proposed site plan includes a note stating that no new lighting is proposed and lighting will not exceed 0.3 foot candles at the commercial property lines, or 0.1 foot candles at the residential property line. Per the ordinance, "all parking areas, walkways, driveways, building entryways, off-street parking and loading areas, and building complexes with common areas shall be sufficiently illuminated to ensure the security of property and the safety of persons using such public or common areas." The site plan proposes three new down-shielded LED floodlights on the walls of the building facing the parking lot which will supplement the lighting provided by the lone existing pole light in the parking lot.
 - b. **Security Cameras (\$155.076(B)).** For all non-residential commercial and business properties, security cameras shall be installed, maintained and approved by the City Police Chief. All security cameras shall be high-definition with a minimum resolution of 1080p and night vision with at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company. Security cameras shall be placed to cover the entire site and placement shall be approved by the City Police Chief.
7. **Parking and Circulation (\$155.077).** Required parking for the retail use is two spaces plus one space per 175 square feet of gross floor area, and parking for the warehouse/wholesale space is calculated at five spaces plus one for every employee in the largest working shift, or one for every 2,000 square feet of gross floor area, whichever is greater. Based on the applicant's estimate of 1,000 square feet of retail space and 27,851 square feet of warehouse/wholesale space, the following parking is required: eight retail spaces and 14 for the warehouse/wholesale

space, for a total of 22 required parking spaces; 22 parking spaces are provided. Also, continuous curbing is required around the parking lot, and is shown on the proposed site plan. In addition, SEMCOG traffic crash records revealed that there were three traffic crashes within the last five years tied directly to use of the existing steep Middlebelt driveway entrance. Therefore, the City strongly recommends closure of the Middlebelt curb cut due to the public safety issues it creates. The applicant has indicated in their revised site plans that they intend to close this secondary entrance.

8. **Accessible Parking (§155.078).** For less than 25 parking spaces, one van-accessible space is required, and one van-accessible space and one standard ADA space are shown on the site plans which also include an ADA sign detail.

9. **Off-street Loading and Unloading (§155.079).** The site plan indicates an existing truckwell in the northeast corner of the building which is currently visible from the Middlebelt right-of-way. Loading areas must not be visible from public right-of-ways. A screening wall or obscuring greenbelt is required for the length of the loading area which is visible from Middlebelt, and the proposed six foot high screening wall only extends a length of 35 feet which will only properly screen the loading if the applicant obtains a waiver to reduce the loading area length; however, waivers cannot be obtained for buildings larger than 20,000 square feet. There is a note on the site plan stating that the largest truck making deliveries would be a 24 foot long box truck; however, per the supplemental vehicle information provided by the applicant up to two full-size semi-truck deliveries will also occur weekly. Therefore, Planning Staff does not support the loading length waiver and prefers to see the loading area and screening wall extended to 70 feet long.

10. **Parking Lot Landscaping (§155.080).**

- a. **Interior Landscaping.** Interior landscaping areas equivalent to 5% of the vehicle use area shall be required in all parking lots of twenty spaces or more. One deciduous shade tree shall be required for each 150 square feet of required interior landscape area. Based on a total parking area of 17,000 square feet 850 square feet of interior landscaping including six deciduous shade trees is required and provided.
- b. **Terminal Islands.** Terminal landscape islands shall be provided at the end of each row of parking spaces to separate parking from adjacent drive aisles. Each landscape island shall have a minimum of one shade tree. The proposed site plan meets this requirement.
- c. **Interior Landscape Island Size.** Interior landscape islands shall have a minimum area of 160 square feet and a minimum width of eight feet (measured from the back of curb). Each landscape island shall have a minimum of one deciduous shade tree. The proposed site plan meets this requirement.
- d. **Snow Storage.** Two snow storage areas are shown on the proposed site plan.

11. **Signs (§155.251).** The applicant must provide information on number, dimensions, and style of any proposed signs.

12. **Comments from Other Departments.** All applicable City departments and consultants should review the site plan and identify any remaining issues.

RECOMMENDATION

Planning Staff believes that the addition of a clothing recycling facility with an accessory retail store to the B-3, General Business District would further the vision and goals for the district, and would help improve the aesthetics of Michigan Avenue by re-occupying an existing vacant building. That being said, the site plans still have some unresolved issues and Planning Commission approval of the site plan is only recommended subject to the following conditions:

1. **Rooftop Screening.** Applicant must indicate siding material and color for rooftop mechanical equipment screening.
2. **Landscaping Installation.** Installation of required screening and landscaping shall be completed prior to building occupancy, except when building construction is completed during the off-season when plants cannot be installed, in which case the owner shall provide a performance guarantee to ensure installation of required landscaping in the next planting season.
3. **Performance Bond.** Whenever a site plan requires any type of landscaping, the applicant may be required to post a Performance Bond prior to the issuance of a temporary or final Certificate of Occupancy to ensure the completion of landscaping (including irrigation) if the landscaping is not 100% complete when any Certificate of Occupancy is requested.
4. **Irrigation.** Planning Commission approval of irrigation waiver to allow a professional landscaping service to manually irrigate landscaping at least three times per week.
5. **Loading.** Extension of loading zone and screening wall to 70 feet long.
6. **Middlebelt entrance.** Closure of Middlebelt secondary entrance as proposed on site plans.
7. **Security Cameras.** Security system and cameras shall be installed, maintained and approved by the City Police Chief.
8. **Signs.** The applicant must provide information on number, dimensions, and style of any proposed signs.
9. **Comments from Other Departments.** All applicable City departments and consultants should review the site plan and identify any remaining issues.

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

Thank you,



Adrianna Jordan, AICP
City Planner

Lawn Maintenance Contract

This agreement for lawn Maintenance services between My Property Inc (hereafter referred to as a "client") and Aces 4 Season Lawn & Snow Care Inc (Hereafter referred to as a "contractor") is made and entered into upon the following date: 07/01/2019

Until 07/01/2022

The Lawn started in the agreement is found at the following address:

3000 Middle Rd. Westford

The Client would like to have above mentioned lawn maintained on a regular basis of (irrigation twice a week, cut the grass twice a month)

The Client and contract hereby agree to the following terms:

1. The client will grant access to the lawn during regular business hours Monday through Friday (8:00 am – 4:00 Pm) and additional mutually agreed about times.
2. Contract will provide all equipment and supplies that are necessary to cut, water and maintain trees, lawn and flowers.
3. Client will pay Contractor \$1255 on the first day of each month for the maintenance mentioned on sectioned 2 for the rest of the month. Or each time the service is performed.
4. Any other maintenance or repair that may become required for the lawn to sustain an acceptable appearance will be consulted with the client before the service is performed with and agreed on prices
5. Contractor will begin performing regular lawn watering using water truck tank with sprayers and services on the following date:

Either Party may terminate this contract at any time by supplying a written notice of termination.

~~Not sold,~~

Date: 06/26/89

(Ahmad Dahlan)

Date: 6/20/14



Alfred Benesch & Company
615 Griswold, Suite 600
Detroit, MI 48226
www.benesch.com
P 313-963-0612
F 313-963-2156

July 18, 2019

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

Attn: Jerome Bivins, Department of Public Services Director

Regarding: 18-32 (SP)
3000 Middlebelt Road – Clothing Recycle Warehouse
3rd Plan Review

Dear Mr. Bivins:

Alfred Benesch & Companies, (Benesch) has completed a review of the plans dated December 26, 2018 with the latest revision date of June 9, 2019 for the above referenced project. Comments for the submitted plans are summarized below:

1. Show the extent of pavement replacement for the driveway leading from Michigan Avenue to the site and in the parking lot on the plans. Provide a typical cross section of the new pavement showing the thickness of new asphalt/concrete and sub base where applicable.
2. The plans show two existing curb cuts from Michigan Avenue. A two-way paved driveway and access road exists at the eastern most curb cut. If both curb cuts are to be utilized in the future, each entrance and access road shall be one-way (ingress/egress).
3. Show the loading zone striping. Refer to the Planning Department comments for size and additional requirements.

Please call me at 313-701-8574 if you have any questions.

Sincerely,

Alfred Benesch & Company

A handwritten signature in black ink that reads 'Carrie Loya-Smalley'.

Carrie Loya-Smalley, P.E.
Project Engineer

CC: Adrianna Jordan, AICP, City of Inkster Planner
Eric Tucker, P.E., Project Manager
File: 00040010.00 Task 1

Adrianna Jordan

From: Jeffrey Twardzik
Sent: Monday, December 03, 2018 3:10 PM
To: Adrianna Jordan
Subject: 3000 Middlebelt

Ms. Jordan,

This is a notification as to what the Inkster Police Department is asking of the owner of 3000 Middlebelt.

1. Access to the gate for after-hours issues...i.e. alarms etc.
2. Parking lot lighting...ensure that the parking lot in front of the location has proper illumination and complies with the ordinance.
3. On premises cameras that will allow the PD to access them if need be in order to monitor the location if problems arise such as burglary or destruction of property.

Thanks!

Le. Jeffrey J. Twardzik



(LES/FOUO) LAW ENFORCEMENT SENSITIVE - FOR OFFICIAL USE ONLY

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CITY OF INKSTER FIRE DEPARTMENT

**Chuck Hubbard
Fire Chief**

**Inkster Fire Department
27717 Michigan Ave
Inkster, MI 48141
313-563-9874**

**Investigations
313-563-9875**

**FAX
313-563-6660**

**EMERGENCY
911**

To: Adrianna Jordan, City Planner

From: Jason Kaye, Fire Inspector

Date: 12-03-2018

Subject: 3000 Middlebelt Plan Review Comments

After review of the above mentioned site plan and recent DRT meeting, the following are a list of requirements of the fire department.

The fire department requires an approved fire suppression system installed in accordance with NFPA 13.

Note: the fire department may waive this requirement if it is provided with prints that detail how this building will be separated into sections not exceeding 12,000 sq. ft. Must provide detail of fire rated walls, separations, doors etc. all must be compliant with NFPA, IFC

The fire department requires emergency exit lighting throughout, one strike panic hardware on entry/exit doors.

The fire department requires KNOX BOX be placed on the exterior of the building in an appropriate location for emergency responders to access. The KNOX BOX shall contain keys to enter the building and any locked door on the interior that houses utilities, alarm keypads, shut-off valves. These keys will only be used by first responders in the event of an after-hours emergency.

The fire department requires 360 degree access to the property, any fences and gates must be accompanied with a keypad and code submitted to the fire department.

The requirements listed above are not intended to be all inclusive, additional requirements may be determined as applicable based on actual occupancy or use. Final approval subject to final inspection.

From: [Abdul Saleh](#)
To: [Adrianna Jordan](#); ["Ghassan Khalef"](#)
Cc: [Kaitlyn Hines](#)
Subject: RE: 3000 Middlebelt Preliminary Site Plan review letters
Date: Monday, June 24, 2019 2:19:22 PM
Attachments: [Lawn Maintenance Contract.docx](#)

Dears,

Hope you are doing well,

Please find attached a service agreement we are working on with a lawn and watering service company.

In regards the trucks,

- Employees and customer cars
- Box truck is mainly what we use for deliveries on a Daly basis once or twice
- Semi truck maybe once a week and we try to do it before or after business hours

Please schedule it for the 22nd of July unless anything change on the calendar we would love to have it earlier

Abdul Saleh

City Recyclers Inc
2525 S Beech Daly
Dearborn Heights Mi 48125
Ph: 313-908-7780
Fax: 313-908-4617
Cell: 313 461 3219
www.cityrecyclers.net
"Green World, Health Life"

NOTE: This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secured or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification or notification is required please reply to this email immediately

Date: February 25, 2019
To: City Of Inkster (Adriana Jorden)
From: City Recyclers (Abdul Saleh)
RE: 3000 Middle Belt Rd (water Irrigation)

Dear,

This letter is to let you know that we will be assigning a person to manually water the plants and trees 3 times a week or more depends on the weather or as needed.

Best Regards



Abdul Saleh

Aerial Map

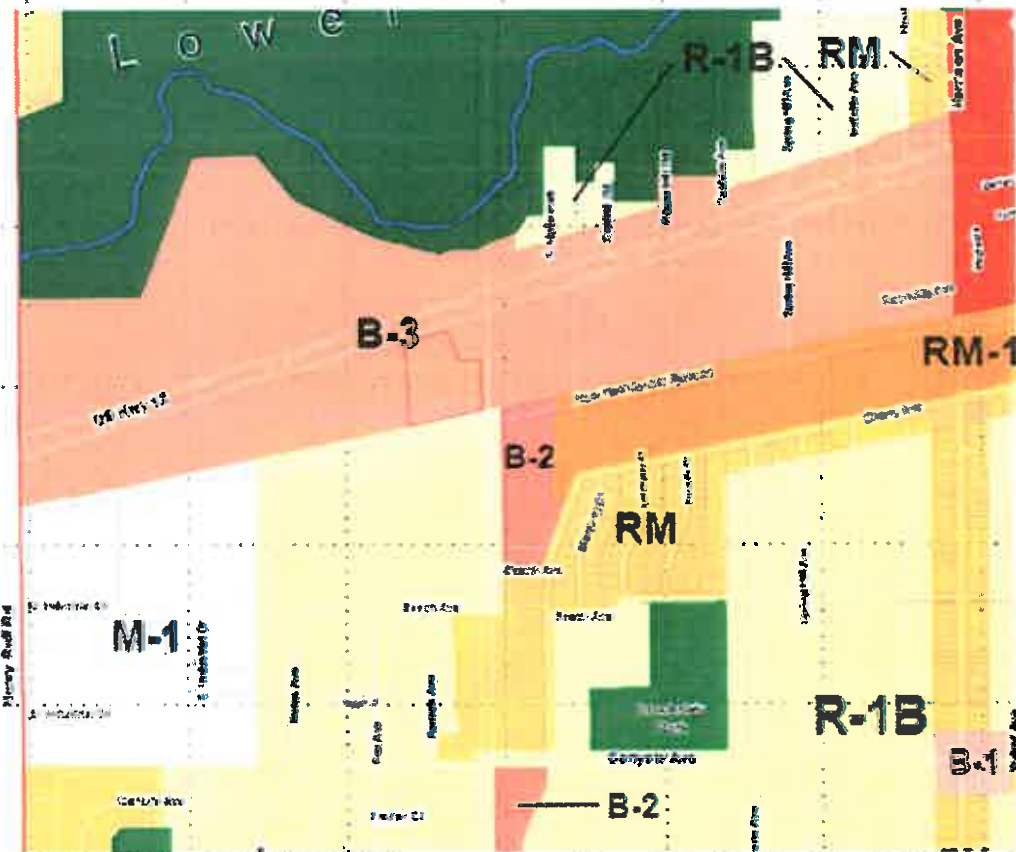


Zoning Map

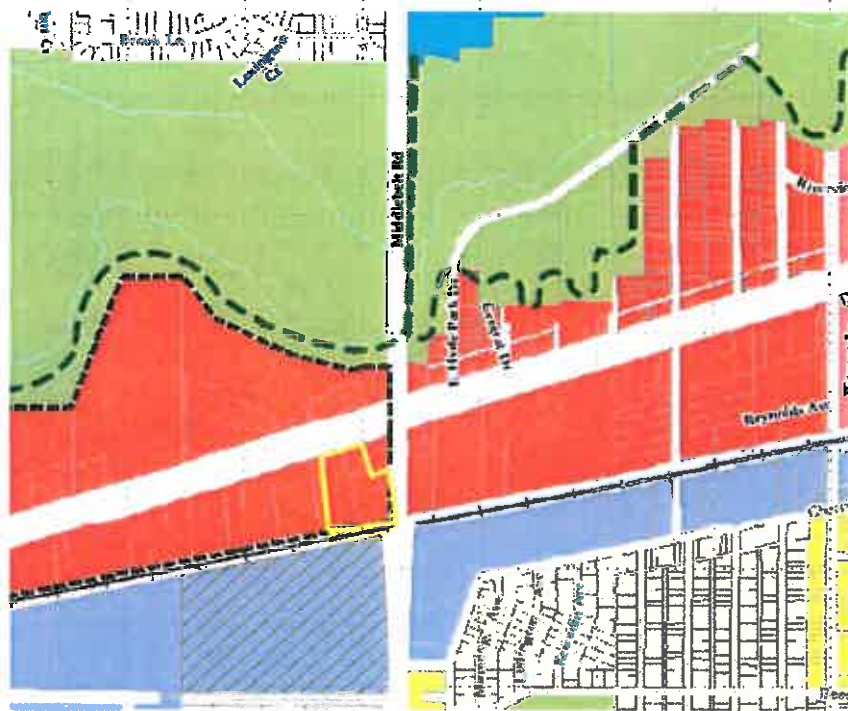
The map displays various zoning districts across a section of Lowell. The Lowell River flows through the upper left. Major roads include Lowell St running diagonally from the top left to the bottom right, and Essex St running horizontally across the middle. Other streets shown include Spring St, North St, and various local streets like Appleton St, Chapel St, and others. The zoning districts are labeled as follows:

- B-3**: Orange areas, primarily in the upper left and middle left.
- B-2**: Red areas, located in the center and bottom center.
- RM**: Yellow areas, scattered throughout the middle and right sections.
- R-1B**: Green areas, located in the upper right and bottom right.
- M-1**: White area, located in the bottom left.

A legend in the bottom right corner defines the symbols used on the map, including a line for a 'City Boundary' and a line for a 'Zoning Boundary'.



Future Land Use Map



Map 4
Future Land Use
City of Inkster, Michigan

February 16, 2017

Legend

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Brickstone Residential
- Mobile Home Park
- Neighborhood Mixed Use
- Corridor Convenience Retail
- Regional Commercial
- Town Center
- Research and Technology
- Industrial
- Park and Open Space
- Public/Semi Public
- Schools
- Redevelopment Potential
- Proposed Bike Trail
- Entertainment District Boundary
- Municipal Boundary

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: July 30, 2019

From: Jerome Bivins, DPS Director Date for Council's Consideration: August 5, 2019

ACTION REQUESTED: Consider authorizing Administration approval of a contract for Concrete and Turf Restoration with Century Cement to repair city property after water main breaks and minor roads work for an initial term of three (3) years, with three options to renew the contract one year at a time. The contract bid was \$187,000.00, we are asking for a not to exceed \$250,000.00

Current Action X Emergency Future

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

BACKGROUND:

The Department of Public Services has repaired several water main breaks throughout the City in the past year. As a staff we have done temporary repairs at these locations. As a result of the of the work load, we have bid this work out in the past and would like to continue with this process to assure that the residents' properties are restored in a timely fashion. Attached is the bid tabulation sheet which competitive bid process was utilized.

SCOPE OF SERVICES:

To provide contractor service to concrete and turf restoration city wide.

JUSTIFICATION:

The DPS is in need of assistance from a contractor to complete the repair work at properties around the City following repairs due to water main breaks and sink holes.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

Contract price \$187,000.00 not to exceed \$250,000.00

PROJECTED TIME TABLE:

Upon approval from this body and the sign of the contract

RESOLUTION:

Authorization is hereby given to Administration approval of a contract for Concrete and Turf Restoration with Century Cement to repair properties city wide from water main breaks and minor roads work for an initial term of three (3) years, with three options to renew the contract one year at a time. The contract bid was \$187,000.00, we are asking for a not to exceeded \$250,000.00.

Resolved by

Seconded by _____

Yes:

No:

Absent:

CONTRACT FOR CONCRETE AND TURF RESTORATION

RECITALS:

WHEREAS, the City has issued a Request for Bids to provide concrete and turf restoration services to the City;

WHEREAS, Century Cement Company, Inc. has submitted the winning bid for concrete and turf restoration services; and

WHEREAS, the Parties desire to enter into a contract stating the terms and conditions under which Century Cement Company, Inc. will provide concrete and turf restoration services to the City.

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

ARTICLE I - PARTIES TO AGREEMENT:

This agreement is entered on August 7, 2019 between the City of Inkster, through the Department of Public Services, hereinafter referred to as "City", and Century Cement Company, Inc., hereafter referred to as "Contractor", with its principal offices located at 12600 Sibley Road, Riverview, MI 48193. This Agreement supersedes and replaces the form agreement posted in the Request for Proposals, noted as "Part II – Contract Forms," located at pages AG-1 through AG-5, inclusive.

ARTICLE II – TERM

The term of this Contract shall be from August 7, 2019 to June 30, 2022. The City has the option to renew the Contract for an additional three one-year extensions beginning July 1, 2022 through June 30, 2023; July 1, 2023 through June 30, 2024; and July 1, 2024 through June 30, 2025. The City must provide written notice, signed by the Mayor, or his or her designee, to the Contractor of its intent to exercise its option for an extension no later than April 30 prior to the end of the then current extension.

The first of every month the DPS Director will provide the contractor with a list of repairs that will need to be completed by the end of that month. If the contractor fails to make the repairs the DPS Director may have another contractor complete the work. Any additional costs for the replacement contractor will be borne by the Contractor. Any retainage will be held until the final payment is approved by the DPS Director and will be used to guarantee the contractor completes the work in a timely manner and to ensure the quality of the work. If the DPS Director deems the contractor is not performing the work in a timely manner the retainage will be used to defray any extra cost incurred to bring on a second contractor to complete the work. All work shall be completed no later than 30 days

from date of assignment by the Department of Public Services. Note: All concrete is to meet City of Inkster specifications. Hook or J-bolts are to be used in any road sections.

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

The City hereby contracts with the Contractor, and except as otherwise provided herein, the Contractor agrees to provide and furnish all labor, material, tools, equipment, supervision and services necessary to properly execute and complete the work. The work shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid specifications and the Contractor's bid, all of which are attached as exhibits to this Agreement. The work of this contract will commence no later than August 7, 2019 and shall be completed according to the schedules specified in the City's Request for Bids. Otherwise the Contractor will be subject to liquidated damages in the amount of Five Hundred (\$500.00) dollars per day.

ARTICLE IV- TERMS INCORPORATED BY REFERENCE

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

- Exhibit A: Requests for Proposals, and Special Instructions to Bidders
- Exhibit B: Century Cement response to proposal and award letter
- Exhibit C: General Conditions
- Exhibit D: Standard Notes and Specifications
- Exhibit E: Special Provisions
- Exhibit F: Measure & Method of Payment
- Exhibit G: Summary of Quantities and Locations

ARTICLE V - COMPENSATION:

Contractor agrees that the quoted prices set forth in its bid shall be the unit prices used to compensate Contractor even though work is to be done during the term of this agreement unless modified in accordance with Article VII herein. The schedule of prices is located in Exhibit 2 to this Agreement.

ARTICLE VI - PAYMENTS:

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

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

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

ARTICLE VII - SPECIAL REQUIREMENTS:

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

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

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

ARTICLE VIII - CHANGES:

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

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

B) The City may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with

Change Order or Contract Modification, as those terms are defined in this Agreement.

- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other costs of any nature.
- D) No action, conduct, omission, prior failure or course of dealing by the City shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the City and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE IX - SUBLETTING - ASSIGNMENT:

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

ARTICLE X - TERMINATION:

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

ARTICLE XI - INDEMNITY AND RESPONSIBILITY:

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

A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Contract and anything done thereunder.

B) To protect, hold free and harmless defend and indemnify City including its including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death or damage to

property arising from the sole negligence or willful misconduct of City, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this contract asserted after termination, for whatever reason.

C) To warrant and guarantee the work and materials covered by this contract and agrees to make good, at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.

D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.

E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

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

ARTICLE XII - CLEAN-UP:

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

ARTICLE XIII- SAFETY:

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY:

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

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

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

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

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

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

ARTICLE XV- DEFAULT:

A) If the Contractor:

- 1) fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule as it may be modified;
- 2) causes stoppage or delay of, or interference with the project;
- 3) fails to promptly pay its subcontractors (if applicable), laborers, suppliers, materialmen and/or employees for work on the project;
- 4) fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- 5) fails to comply with the safety provisions of this Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;

6) makes unauthorized changes in supervisory personnel;
7) fails in the performance or observance of any of the provisions of this contract;
8) a) files a voluntary petition in bankruptcy or is adjudicated insolvent;
b) obtains an order for relief under Section 301 of the Bankruptcy Code;
c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver or liquidator of any of its assets or property;
e) makes an assignment for the benefit of creditors; or
f) makes an admission, in writing, of its inability to pay its debts as they became due,

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

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

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

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

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

ARTICLE XVI- INSURANCE:

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

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

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

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

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

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

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

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

ARTICLE XVII- TAXES AND CONTRIBUTIONS:

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

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

ARTICLE XVIII---ARBITRATION

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

ARTICLE XIX – MISCELLANEOUS:

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

ARTICLE XX - GENERAL:

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

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents (i.e. RFSP), has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

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

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

CITY OF INKSTER:

By: Byron Nolen
Its: Mayor
Dated: _____

Witness:

By:

Approved By Inkster City Council:
Resolution No: _____

Dated: _____

**CENTURY CEMENT COMPANY, INC.,
CONTRACTOR:**

By:
Its:
Dated: _____

Federal Tax ID# _____

Witness:

By: