



INKSTER CITY COUNCIL

September 8, 2020 (Tuesday)

(Virtual Meeting)

26215 Trowbridge, Inkster, MI 48141

(313) 563-4232 www.cityofinkster.com

Mayor – Patrick Wimberly
Mayor Pro Tem – Kim Howard, District V

Council Members:

George Williams, District I

La’Gina Washington, District II

Sandra K. Watley., District III

Steven Chisholm, District IV

Dennard Shaw, District VI

FELICIA RUTLEDGE
CITY CLERK

PATRICK WIMBERLY
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. Email your comment to be read for one (1) minute into the record. frutledge@cityofinkster.com (for virtual meeting)

September 8, 2020 (Tuesday)

Regular City Council Agenda – 7:00 PM (Virtual Meeting)

1. Call Meeting to Order

A. Pledge of Allegiance

B. Roll Call

C. 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).

2. Approval of Agenda

3. Presentations/Discussion

A. Inkster Library Director Introduction – Michael Wells, Chair

B. Presentation of City Water Rates and Water Bills – Darin Carrington, Treasurer

4. Public Hearing

5. Consent Agenda

A. August 17, 2020 Regular (Virtual) City Council Meeting Minutes. Pg. 1

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)

1. A **second reading** and **approval** to consider Amendments to amend the City of Inkster Code of Ordinance, Section 124 Marijuana Business License. Pg. 14

9. New Business

A. Discussion/Action: (Dai-Jaya Rose) Consideration and approval to adopt a COVID-19 workplace safety policy and emergency preparedness plan. Pg. 36

B. Discussion/Action: (Jerome Bivins) Consider authorizing administration to approve the contract with L.M. Clarke, Inc. for rehabilitation of Andover Pump Station in these amounts of \$280,770.00, plus 15% contingency of \$42,115.50, for total of \$322,885.50 for rehabilitation. Funds from account 592-564-970-000 Capital Outlay. Pg. 63

C. Discussion/Action: (Darin Carrington) Consideration and approval of a Resolution authorizing the Tax Increment Financing Authority (TIFA) to issue Refunding Bonds.

Pg. 74

D. Discussion/Action: (Tracy-Ann Jennings) Consideration and approval of an offer to purchase (Case # LD 20-05) one (1) vacant residential lot which is located on the east side of Isabelle between Pine St. and Andover Ave. and is legally described as 36D678 LOT 678 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property I.D. 44 009 02 0678 000) in the amount of \$250.00 to Derrick Gilkey. Pg. 80

E. Discussion/Action: (Councilwoman Sandra Watley) Consideration and approval of a Resolution to establish the Inkster Risk Management Commission in compliance with the mandate and definition enumerated in the City of Inkster government website. Pg. 96

F. Discussion/Action: (Kaitlyn Hines) Consider approval of offer to purchase (Case # LD 20-09) one (1) commercial building, which is located on the east side of Inkster Rd. between Lehigh Ave. and Hopkins Ave. and is legally described as 31F1435 TO 1439 LOTS 1435 TO 1439 INCL WATSONIA PARK SUB NO. 2 T2S R10E L55 P9 WCR (Property I.D. 44 025 02 1435 000), or 4437 Inkster Rd., in the amount of \$12,582.00 to Alice's Creative Childcare.

Pg. 100

10. Public Participation (limit to 1 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

AUGUST 17, 2020

Regular (Virtual) City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan was a virtual meeting held on the Zoom platform in compliance with the State of Michigan Open Meetings Act and Governor Gretchen Whitmer's Executive Order on Monday, August 17, 2020

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

Call Meeting to Order

Mayor Wimberly called the meeting to order at 7:02 p.m.

Pledge of Allegiance

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

Prayer**Roll Call**

Mayor Wimberly	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Councilman Williams	Present
Councilwoman Washington	Present	Councilman Chisholm	Present
Councilman Shaw	Present		

Approval of Agenda

Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard to approve the agenda.

Resolution 08-20- 115COV - Motion carried.

ROLL CALL VOTE:

Councilmember Chisholm	Yea	Councilmember Washington	Yea
Councilmember Watley	Yea	Councilmember Williams	Yea
Councilmember Howard	Yea	Councilmember Shaw	Yea

Presentations/Discussion**Public Hearings**

A. A public hearing to consider an amendment to the Inkster Code of Ordinance, Section 124 Marijuana Business License.

Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard to OPEN the public hearing to the amendment to the Inkster Code of Ordinance, Section 124 Marijuana Business License

Resolution 08-20- 116COV - Motion carried.

- **Yvette Brock** – Stated she does not want to see the city with anymore dispensaries.
- **Scott Dlanda** – Stated that he is a former State House of Representative and is looking forward to discussing a Micro-Business within the city.
- **Yvette Brock** – Asked if the term Micro-Business was allowing the little guy to have an opportunity.
- **Mayor Wimberly** – Stated the Micro-Business is a model for social equity that the state has to allow for persons in the community to have a marijuana business.

ROLL CALL VOTE:

Councilmember Shaw	Yea	Councilmember Howard	Yea
Councilmember Washington	Yea	Councilmember Williams	Yea
Councilmember Watley	Yea	Councilmember Chisholm	Yea

Moved by Councilmember Shaw, Seconded by Councilmember Williams to CLOSE the public hearing to the amendment to the Inkster Code of Ordinance, Section 124 Marijuana Business License Resolution 08-20- 117COV - Motion carried.

ROLL CALL VOTE:

Councilmember Washington	Yea	Councilmember Chisholm	Yea
Councilmember Watley	Yea	Councilmember Howard	Yea
Councilmember Shaw	Yea	Councilmember Williams	Yea

Consent Agenda

- August 3, 2020 Regular (Virtual) City Council Meeting Minutes.
- Allen Brother's and Attorney's PLLC Invoice \$37,987.50

Moved by Mayor Pro-Tem Howard, Seconded by Councilmember Shaw to approve the Consent Agenda. Resolution 08-20- 119COV - Motion carried.

ROLL CALL VOTE:

Councilmember Williams	Yea	Councilmember Shaw	Yea
Councilmember Howard	Yea	Councilmember Chisholm	Yea
Councilmember Washington	Yea	Councilmember Watley	Yea

Boards and Commission

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

Moved by Councilmember Shaw, Seconded Councilmember Chisholm to appoint George Williams to the Beautification Commission. Resolution 08-20- 120COV - Motion carried.

ROLL CALL VOTE:

Councilmember Watley	Yea	Councilmember Williams	Yea
Councilmember Washington	Yea	Councilmember Howard	Yea
Councilmember Chisholm	Yea	Councilmember Shaw	Yea

Previous Business

- A. Discussion/Action: (Director of Special Projects) Consideration and approval of offer to purchase (Case # LD 20-03) one (1) residential house, which is located on the west side of Spruce St. between Beech St. and Carlyle St. and is legally described as 25R82 83 LOTS 82 AND 83 WESTWOOD HEIGHTS SUB T2S R9E L63 P2 WCR (Property I.D. 44 010 03 0082 000), or 3544 Spruce, in the amount of \$4000.00 to Platinum Acquisitions.

Moved by Councilmember Shaw, Seconded by Councilmember Williams to REMOVE FROM THE TABLE an offer to purchase (Case # LD 20-03) one (1) residential house, which is located on the west side of Spruce St. between Beech St. and Carlyle St. and is legally described as 25R82 83 LOTS 82 AND 83 WESTWOOD HEIGHTS SUB T2S R9E L63 P2 WCR (Property I.D. 44 010 03 0082 000), or 3544 Spruce, in the amount of \$4000.00 to Platinum Acquisitions.

Resolution 08-20- 121COV - Motion carried

ROLL CALL VOTE:

Councilmember Howard	Yea	Councilmember Williams	Yea
Councilmember Shaw	Yea	Councilmember Watley	Yea
Councilmember Washington	Yea	Councilmember Chisholm	Yea

Moved by Councilmember Williams, Seconded by Councilmember Shaw to APPROVE of an offer to purchase (Case # LD 20-03) one (1) residential house, which is located on the west side of Spruce St. between Beech St. and Carlyle St. and is legally described as 25R82 83 LOTS 82 AND 83 WESTWOOD HEIGHTS SUB T2S R9E L63 P2 WCR (Property I.D. 44 010 03 0082 000), or 3544 Spruce, in the amount of \$1000.00 to Platinum Acquisitions and the \$1000.00 is the city administrative fee.

Resolution 08-20- 122COV - Motion carried

ROLL CALL VOTE:

Councilmember Washington	Yea	Councilmember Watley	Yea
Councilmember Howard	Yea	Councilmember Shaw	Yea
Councilmember Chisholm	Yea	Councilmember Williams	Yea

- B. Discussion/Action: (Director of Special Projects) Consideration and approval of approval second reading and approval of text amendments (TA 20-04) to the City's Zoning Ordinance pertaining to provisions for adult foster care homes per the recommendations of the Planning Commission. For a list of affected ordinance sections please see "background information." Per the research of each council member regarding information from other cities on adult foster care homes.

Motion died for lack of a Move or Support to REMOVE FROM THE TABLE second reading and approval of text amendments (TA 20-04) to the City's Zoning Ordinance pertaining to provisions for adult foster care homes per the recommendations of the Planning Commission. For a list of affected ordinance sections please see "background information." Per the research of each council member regarding information from other cities on adult foster care homes.

Resolution 08-20- 123COV - Motion died

- C. Discussion/Action: (Mayor Wimberly) Consideration and approval of the implementation of a

Residential Target Market Analysis Including a commercial Target Market Analysis with the documentation from the state for the full reimbursement amount of \$45,000.00.

Moved by Councilmember Williams, Seconded by Councilmember Shaw to REMOVE FROM THE TABLE approval of the implementation of a Residential Target Market Analysis including a commercial Target Market Analysis with the documentation from the state for the full reimbursement amount of \$45,000.00

Resolution 08-20- 124COV - Motion carried

ROLL CALL VOTE:

Councilmember Washington	Yea	Councilmember Watley	Yea
Councilmember Howard	Yea	Councilmember Shaw	Yea
Councilmember Chisholm	Yea	Councilmember Williams	Yea

Moved by Mayor Pro-Tem Howard, Seconded by Councilmember Williams to approval of the implementation of a Residential Target Market Analysis including a commercial Target Market Analysis with the documentation from the state for the full reimbursement amount of \$45,000.00

Resolution 08-20- 125COV - Motion carried

ROLL CALL VOTE:

Councilmember Howard	Yea	Councilmember Williams	Yea
Councilmember Shaw	Yea	Councilmember Watley	Yea
Councilmember Washington	Yea	Councilmember Chisholm	Yea

Ordinance(s)

A. First Reading(s)

1. A first reading consider an amendment to the Inkster Code of Ordinance, Section 124 Marijuana Business License

B. Second Reading(s)

1. A **second reading** and **approval** to consider Amendments to amend the City of Inkster Code of Ordinance, being Sections 97.001 thru 97.999 pertaining to Streets and Sidewalks.

Moved by Councilmember Williams, Seconded by Councilmember Shaw to approve a second reading and approval of Amendments to amend the City of Inkster Code of Ordinance, being Sections 97.001 thru 97.999 pertaining to Streets and Sidewalks; to hold a public hearing and offer a first reading of the proposed amended sidewalk ordinance.

Resolution 08-20-126COV – Motion carried

ROLL CALL VOTE:

Councilmember Chisholm	Yea	Councilmember Williams	Yea
Councilmember Watley	Yea	Councilmember Washington	Yea
Councilmember Howard	Yea	Councilmember Shaw	Yea

New Business

- A. Discussion/Action: (William Riley) Consideration and approval to accept a grant award in the amount of \$145,218.00 from the State of Michigan Department of Treasury Financially Distressed Cities, Villages, and Townships Grant Program for Inkster Police Department Public Private Video Camera System Program.

**Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard
To approve to accept a grant award in the amount of \$145,218.00 from the
State of Michigan Department of Treasury Financially Distressed Cities,
Villages, and Townships Grant Program for Inkster Police Department Public
Private Video Camera System Program.
Resolution 07-20-127COV – Motion carried**

ROLL CALL VOTE:

Councilmember Howard	Yea	Councilmember Williams	Yea
Councilmember Washington	Yea	Councilmember Shaw	Yea
Councilmember Chisholm	Yea	Councilmember Watley	Yea

Public Participation

- **Kimberly Johnson** – Inquired about the water bill and the sewage rates.
- **Ronald Johnson** – sent request to Clerk but no comments attached.
- **Octavia Smith** – Gave an update on Western Wayne Family Health Center.
- **Charles Blackwell** – Stated several comments about the open meetings act.
- **Yvette Brock** – Announced Nu-Step would be providing college care boxes. She further stated there is a massive amount of over grown trees at Dartmouth in the second block of Beech Daly. She stated she is excited about the downtown development but not the marijuana dispensaries.

City Clerk

- Provided City Council a brief overview the August 4, 2020 election.

City Treasurer

- Provided an explanation of the billing for water rates.

Mayor and Council

- **Councilman Chisholm** – Asked about a COVID-19 policy. He discussed the deadline with the Census and the City of Inkster Census motorcade.
- **Councilman Shaw** – Thanked the administration for the monthly reports. He said they are very important to keeping city council informed. He asked about the budget to actual reports and trash at 1212 colonial.
- **Councilwoman Watley** – Stated that an orientation should be reinstituted for the residents. She stated the citizens can't weigh in on issues on the agenda. She stated she requested for discussion regarding a Risk Manager to be placed on the agenda and what she got was an opinion from the Mayor. She stated the Mayor alone can't decide on policy to be placed on the agenda. She further stated she asked for an opinion from Michigan Municipal League and they referenced the city council rules and the city charter. She stated the Mayor runs the day to day. She further states that the city charter says that the Mayor has to confer with city council

members regarding hires and fires. She said city council should be better stewards to the residents and that the city is a democracy not a dictatorship.

- **Mayor Wimberly** – Asked residents to make sure they have completed their Census. He said it is very important for the city to receive funding. He stated that other cities are in the seventy percentile and he would like to get Inkster numbers up.

CLOSED SESSION

Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Howard to go into closed session at 9:28p.m. to discuss litigation.

ROLL CALL VOTE:

Councilmember Chisholm	Yea	Councilmember Washington	Yea
Councilmember Williams	Yea	Councilmember Watley	Yea
Councilmember Howard	Yea	Councilmember Shaw	Yea

Moved by Councilmember Shaw, Seconded by Councilmember Chisholm to adjourn closed session at 10:00PM.

Adjournment

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

By Councilmember Williams, Seconded by Councilmember Chisholm carried, to conclude the Regular Virtual City Council meeting of August 17, 2020 was adjourned at 10:02PM.



Felicia Rutledge, City Clerk
City of Inkster

September 8, 2020 (Virtual Meeting)

CITY OF INKSTER
Boards & Commissions

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

AGING COMMISSION

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

2 Year Term

9 Members

Ordinances: 414,457 & 508

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

Tenure

Rochelle Wells

Exp. 07/20/22

Rosie Allen Thompson

Exp. 07/06/22

Henry Wade

Exp. 07/06/22

Toni Bailey

Exp. 07/06/22

Roosevelt Stubbs

Exp. 04/15/21

Gabe Henderson

Exp. 07/06/22

Jean Liddell

Exp. 07/06/22

Iris Long

Exp. 01/06/22

June Patter son

Exp. 01/06/22

Debra Owens

Exp. 07/06/22

Chuck Coleman

Exp. 07/06/22

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non Voting

William Miller

Exp. 01/06/21

Lenoria Warmack

Exp. 12/16/20

Ned Sanders

Exp. 02/03/21

Peggy Bishop (Alternate)

Exp. 10/72020

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey

Exp. 07/06/22

Kathleen Gibbs

Exp. 01/21/22

Gabe Henderson

Exp. 02/18/21

Avis Love

Exp. 01/06/22

George Williams

Exp. 08/17/22

Lenoria Warmack

Exp. 12/16/21

Vacant

Vacant

Vacant

Vacant

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Vacant

Vacant

September 8, 2020 (Virtual Meeting)

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
Phineas Cody 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. 07/06/23
Exp. 10/07/22
Exp. 07/03/20-Expired
Exp. 02/06/20-Expired
Exp. 02/04/22
Exp. 01/06/23
Exp. 07/06/23

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Vacant

Vacant - (Employee Representative)
Vacant (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
Tom Michelini Contractor
James Garrett (Engineer)
Charles Rizzo (Alternate)

Exp. Tenure

Exp. 01/22 (2 Year Term)
Exp. 9/19 (2 Year Term)-Expired
Exp. 01/23 (3 Year Term)
Exp. 9/20 (3 Year Term)-RESIGNED
Exp. 01/21

September 8, 2020 (Virtual Meeting)

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 Michellini		Exp. 04/19-Expired
- 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 F. Mitchell		Exp. 12/17/22
Martha Theis		Exp. 02/19/22
Angela Dodson		Exp. 10/7/23
Barbara Cooper		Exp. 10/21/23
Octavia Smith		Exp. 11/4/23
Sonja Jennings		Exp. 11/4/23
Randa Davis		Exp. 11/4/23
Val Ogborn		Exp. 07/17/21
Winston Wade		Exp. 3/16/19-Expired
Rerhi Onomake (Treasurer)		Exp. 7/20/19-Expired
Uche Ndubuisi		Exp. 7/1/23
Clarence Oden		

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-Expired
Octavia Smith		Exp. 10/21/25
Angela Dotson		Exp. 10/21/25
Deborah Walker		Exp. 06/07/16-Expired
Mary Welsio		Exp. 03/07/17-Expired
Cassandra Leonard		Exp. 06/07/16-Expired
Herbert Johnson		Exp. 06/07/16-Expired
Dennis Welsio		Exp. 06/07/19-Expired
Charmaine Kennedy		Exp. 01/17/23
Connie R. Mitchell		Exp. 02/06/23

ELECTRICAL EXAMINING BOARD-INACTIVE

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

September 8, 2020 (Virtual Meeting)

Velma Overman

Board of Trustee Rep

WATER REVIEW COMMITTEE- INACTIVE

[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 Welslo	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. 12/16/22
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 08/03/23
James Cross	Dist. 3	Exp. 07/01/16- Expired
Roosevelt Stubbs (S)	Dist. 4	Exp. 08/21/20 -To Expire
Vanola Williams	Dist. 5	Exp. 02/06/20-Expired
Norma McDaniel	Dist. 6	Exp. 12/16/22
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 Barnes Community CTR. 32150 Dorsey Westland, MI. 48186]

Mayor Patrick Wimberly
Denise Champagne, Community Appointee

Exp. Tenure - (Tenure is up)
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- No longer on City Council
Exp. Tenure-No Longer on City Council

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
Avis Love	Exp. 03/20/23
Rerhi Onomake	Exp. 03/16/21
Vacant	Exp.
Charmaine Kennedy	Exp. 02/20/21
Mary Weislow (Treasurer)	Exp. 06/06/22
Winnie Nwankwo	Exp. 05/18/21

September 8, 2020 (Virtual Meeting)

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 (Tenure is up)
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: Patrick Wimberly, Mayor

Date: September 1, 2020

From: Felicia Rutledge, City Clerk

Date for Council Consideration: September 8, 2020

ACTION REQUESTED: Consideration for a second reading and approval to amend the City of Inkster Code of Ordinance Chapter 124 pertaining to Marijuana Medical and Adult Use Business License.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval ☐

BACKGROUND INFORMATION

In 2008, the Michigan Medical Marijuana Act ("MMMA") established the legal use of marijuana to treat various medical conditions in the State of Michigan. The MMMA also creates the designation "caregiver" to authorize individuals to provide medical marijuana to approved patients to treat their conditions.

On September 21, 2016 Governor Snyder signed a package of bills (2016 PA 281-283) that significantly expanded the types of Medical Marijuana facilities permitted under state law, and establishes a licensing factor thru the State of Michigan. Under the new ACT, the requirements legalize the use of Medical Marijuana and required licenses for growers, processors, provisioning centers, secure transporter, safety compliance centers and infused products, commonly known as edibles.

Voters in Michigan approved with 57% support legalizing Adult Use "recreational" marijuana in November 2018. On December 6, 2018, after the election was certified, the law went into effect, ending marijuana's criminalization in the State of Michigan. Out of this legalization for Adult Use (Recreational) come the following licenses;

- Cultivation Grower
 1. Class A – 500 Plants
 2. Class B – 1000 Plants
 3. Class C – 1500 Plants
- Marijuana Retailer (Provisioning Center)
- Marijuana Microbusiness
- Marijuana Processor
- Marijuana Secure Transporter
- Marijuana Designated Consumption
- Marijuana Event Organizer

The city of Inkster has opted into the Medical and Adult Use “recreational” Marijuana process with the State of Michigan. This amendment to the City of Inkster Medical and Adult Use Business license corresponds with the state licenses and brings the city in line to reflect the state changes.

The city also passed Zoning Ordinance amendments to incorporate for Adult Use. All Adult use has been designated within the zoning Ordinance except for Marijuana Designated Consumption, parameters regarding Marijuana Retail with regards to Microbusiness and it's allowances per state guidelines, and Event Organizer. Future amended Zoning Ordinance will be brought forth with.

SCOPE OF SERVICES

Applicants shall apply for Medical and Adult Use Marijuana Business Licenses with the City Clerk and go thru the appropriate approvals with the Planning, Building and Police Departments, prior to being issued a business license. Applicants must further have State of Michigan approval prior to being issued a Medical or Adult Use Marijuana Business License.

JUSTIFICATION

To bring the Marijuana Business License application process in line with the new state guidelines with regards to Medical and Adult Use Marijuana Licenses. Diversified revenue stream to the city of Inkster.

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

A \$5,000 amount will be for each license medical or adult use. Example, if a grow facility has a medical license and wish to grow for adult use, that would be a total of \$10,000.00. for medical and adult use.

PROJECT TIME TABLE

Upon thirty (30) days for the Ordinance to take effect.

RESOLUTION

Authorization is hereby approved for the second reading and approval of a City of Inkster Ordinance pertaining to Medical and Adult Use Marijuana Business License; Chapter 124.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

AN ORDINANCE TO AMEND TITLE XI OF THE INKSTER CITY CODE, CHAPTER 124, MEDICAL MARIJUANA BUSINESSES LICENSES, PROVIDING FOR THE LICENSING OF BOTH MEDICAL AND ADULT USE MARIJUANA ESTABLISHMENTS, TO THE CODE OF ORDINANCES FOR THE CITY OF INKSTER, WAYNE COUNTY, MICHIGAN.

NOW THEREFORE, THE CITY OF INKSTER ORDAINS:

Chapter 124 of Title XI of the Code of Ordinances of the City of Inkster shall be amended as follows:

CHAPTER 124: MARIJUANA BUSINESS LICENSE

§ 124.01 PURPOSE.

(A) The purpose of this chapter is to establish standards and procedures for the issuance, renewal and/or revocation of licenses for marijuana related businesses in order to:

- (1) Serve and protect the health, safety and welfare of the general public;
- (2) Establish a set of rules and regulations which are fair and equitable for those interested in operating a marijuana related business in compliance with the Michigan Medical Marijuana Act (MMMA) MCL 333.26421 et seq, Medical Marijuana Facilities Licensing Act (MMFLA) MCL 333.27101 et seq, the Michigan Regulation and Taxation of Marijuana Act (MRTMA) MCL 333.27951 et seq, and State of Michigan regulations;

(3) To provide reasonable regulation pursuant to the city's general police power granted to cities by the Michigan Constitution of 1963 and the Home Rule City Act, MCL § 117.1 et seq., as amended.

(B) Nothing in this chapter, or in any companion regulatory provision adopted in any other provision of the Code of Inkster, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of marijuana not in strict compliance with the Code of Inkster and state and federal laws. The provisions provided herein do not protect users, caregivers or the owners/operators of a marijuana related business where the use of marijuana is occurring from federal prosecution, or from having their property seized by federal authorities under the Federal Control Substances Act.

124.02 ADOPTION OF STATE RULES AND REGULATIONS.

All activities related to marijuana related businesses shall be in compliance with the General Rules of the Michigan Department of Community Health, the Michigan Marijuana Regulatory Agency, the Michigan Medical Marijuana Act, Initiated Law 1 of 2008 (MMMA), MCL § 333.26421 et seq, the Medical Marijuana Facilities Licensing Act (MMFLA) MCL 333.27101 et

seq, and the Michigan Regulation and Taxation of Marihuana Act (MRTMA) MCL 333.27951 et seq.

§ 124.03 LICENSE REQUIRED FOR THE OPERATION OF A MARIJUANA RELATED BUSINESS.

(A) Each operator of a marijuana related business shall apply for a license with the Inkster City Clerk ("Clerk"). An annual fee schedule for the initial license and annual renewal fees shall be set by City Council and such fees shall be reasonably calculated to reimburse the city for the costs associated with the enforcement of this chapter and the continued regulation of establishments licensed hereunder.

(B) Licenses are non-transferrable and shall only apply to the person/entity listed on the license at the address listed on the application. Licensees in good standing with the city, have no code violations and/or unpaid taxes or fees, are permitted to transfer licenses to new addresses or locations provided all necessary city approvals are obtained prior to requesting the transfer.

(C) Licenses shall expire at the end of each calendar year from the date of issuance.

(D) Applications to renew a license to operate a marijuana related business shall be filed at least 30 days prior to the date of expiration. Such renewal shall be annual and shall be accompanied by the annual fee and any other fee(s) required under this chapter. All provisions and requirements of this chapter apply to renewals in the same manner as the original application.

(E) The license requirements set forth in this chapter shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state or local law.

(F) The issuance of any license pursuant to this chapter does not create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for production, distribution or possession of marijuana, possession of drug paraphernalia or presence in a place where drugs are being used, stored or kept.

(G) Applications for a license required by this chapter shall be made with forms provided by the Clerk, which shall be signed and verified under oath by the applicant, if an individual, or by the authorized agent for any firm, partnership, association, corporation, company or organization and shall set forth and/or provide at a minimum, the following information and documentation:

(1) If the applicant is an individual he/she must provide their: name, address and telephone number, master driving record and criminal complaint history (CCH). If the individual intends to operate an unincorporated individual proprietorship, they must also obtain a general business license as provided for under the Inkster City Code;

(2) If the applicant is a partnership, or an employee, it must provide: the name of the organization and each partner, residential and business address and telephone number of each partner and the business, and each partner's CCH and master driving record, along with a copy of the partnership's city of Inkster business license;

(3) If the applicant is a corporation, it must provide: the name of the organization, date of organization and certificate of good standing from the state under which the corporation was

organized, a copy of the corporation's City of Inkster business license, the names of the principal officers, directors and local representatives of their organization, their residential and business addresses, telephone numbers, their CCH and master driving record;

(4) The length of time for which the right to do business as a marijuana related business is sought;

(5) A recent color photograph of the applicant or the agent for the applicant who is to do the actual assessments and/or certification for the marijuana related business. The photograph shall be two inches by two inches showing head and shoulders of applicant or agent and shall be supplied by the applicant or agent;

(6) A brief description of the product, products or services involved at the medical marijuana facility;

(7) The name, address and telephone number of the organization's registered agent or the party that has the full power and authority to accept service of process for and on behalf of applicant in respect to any matters connected with or arising out of the business transacted under said license with full acknowledgment that service on said agent shall be valid when personally served on him/her.

(8) The location and mailing address and all telephone numbers where the marijuana related business will be located.

(9) The operator of the marijuana related business shall be required to submit proof, in a form acceptable to the Clerk, of ownership of the property where the marijuana related business is to be operated. If the location/property/premises of the marijuana related business to be licensed hereunder is not owned by the operator of the marijuana related business, the operator shall submit alternate written proof in a form acceptable to the Clerk that the titled owner of the location/property/premises to be licensed has given notarized written consent to the operator to use the premises for the licensed use.

(10) A copy of approvals from the City Planning and Building Department including: special land use, site plan and building permits.

(11) A copy of the certificate of compliance from the city for the location of the marijuana related business.

(12) Proof that all fees imposed hereunder have been paid in full and that the applicant is not otherwise indebted to the City or in default of any other provision of the Inkster City Code.

(13) A signed release from the applicant permitting the police department to perform a criminal background check to ascertain whether the applicant and operator named on the application have been convicted of a felony.

(14) A binding release of liability and agreement to hold harmless the City of Inkster from any liability arising out of the operation of the marijuana related business.

(15) Proof of insurance providing coverage for fire and loss liability and claims arising out of conditions, activities, structures and facilities maintained in relation to the marijuana related business, in an amount of no less than one million dollars umbrella coverage.

(16) A copy of the applicant's computerized criminal history (CCH).

(17) A history of the applicant's ordinance and state law license and permit revocation and ordinance violations.

(H) The Clerk may not issue a license under this chapter until the applicant has completed the application, provided all the information and documentation required herein and paid all fees.

§ 124.04 DEFINITIONS AND LEGISLATIVE FINDINGS AND INTENT.

(A) Any term set forth herein shall have the meaning assigned to it by § 10.05 of the Inkster City Code. The legislative findings and intent of this chapter shall be identical to those set forth in § 10.02 of the Inkster City Code.

propagate, breed, grow, harvest, dry, cure, or separate parts of the marijuana plant by manual or mechanical means.

(B) "Department" means the department of licensing and regulatory affairs.

(C) "Marijuana" or "Marihuana" means all parts of the plant of the genus cannabis, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marijuana concentrate and marijuana-infused products. For purposes of this act, marijuana does not include:

(1) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination;

(2) industrial hemp; or

(3) any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

(D) "Marijuana establishment" means a marijuana grower, marijuana safety compliance facility, marijuana processor, marijuana microbusiness, marijuana retailer, marijuana secure transporter, or any other type of marijuana-related business licensed by the department as defined in the MRTMA, MCL 333.27951 et seq.

(E) "Marijuana facility" means an enterprise at a specific location at which a licensee is licensed to operate under the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., including a marijuana grower, marijuana processor, marijuana provisioning center, marijuana secure transporter, or marijuana safety compliance facility. The term does not include or apply to a "primary caregiver" or "caregiver" as that term is defined in the MRTMA, MCL 333.27951 et seq.

(F) "Marijuana grower" means a person licensed to cultivate marijuana and sell or otherwise transfer marijuana to marijuana establishments.

(G) "Marijuana event organizer" means a person licensed to apply for a temporary marijuana event under these rules.

(H) "Marijuana-infused product" means a topical formulation, tincture, beverage, edible substance, or similar product containing marijuana and other ingredients and that is intended for human consumption.

(I) "Marijuana microbusiness" means a person licensed to cultivate not more than 150 marijuana plants; process and package marijuana; and sell or otherwise transfer marijuana to individuals who are 21 years of age or older or to a marijuana safety compliance facility, but not to other marijuana establishments.

(J) "Marijuana processor" means a person licensed to obtain marijuana from marijuana establishments; process and package marijuana; and sell or otherwise transfer marijuana to marijuana establishments.

(K) "Marijuana related business" means a "marijuana facility" licensed pursuant to the Medical Marijuana Facilities Licensing Act, MCL 333.270101, et. seq., or a "marijuana establishment" licensed pursuant to the Michigan Regulation and Taxation of Marijuana Act, MCL 333.27951, et. seq.

(L) "Marijuana retailer" means a person licensed to obtain marijuana from marijuana establishments and to sell or otherwise transfer marijuana to marijuana establishments and to individuals who are 21 years of age or older.

(M) "Marijuana secure transporter" means a person licensed to obtain marijuana from marijuana establishments in order to transport marijuana to marijuana establishments.

(N) "Marijuana safety compliance facility" means a person licensed to test marijuana, including certification for potency and the presence of contaminants.

(O) "Process" or "Processing" means to separate or otherwise prepare parts of the marijuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marijuana concentrate or marijuana -infused products.

(P) "Social Equity Program" means all programs established by the Marijuana Regulatory Agency, or other agency of the Department of Licensing and Regulatory Affairs, pursuant to Section 8 of the MRTMA.

(Q) "State license" means a license issued by the department that allows a person to operate a marijuana establishment.

(R) "MMFLA" means the Medical Marihuana Facilities Licensing Act, MCL 333.2701, et seq.

(S) "MRTMA" means the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333. 27951 et seq.

(T) "Marijuana" has the same meaning as "marihuana" under the MMFLA and MRTMA

§ 124.05 ISSUANCE OF LICENSE.

(A) An annual license is required to operate any of the following marijuana related businesses:

Establishment Type

Grower

Class A. (maximum of 500 plants under MMFLA or 100 plants under MRTMA)

Class B. (maximum of 1,000 plants under MMFLA or 500 plants under MRTMA)

Class C. (maximum of 1,500 plants under MMFLA or 2,000 plants under MRTMA)

Marijuana retailer

Marijuana Microbusiness

Processor

Secure transporter

Safety compliance facility

Designated Consumption Establishment

Excess marijuana grower

Marihuana event organizers

(B) The Clerk shall issue a license hereunder to the applicant unless the Clerk finds a reason for denial, as stated in division (D), below. The license shall be for no more than one year in length.

(C) In the event a licensee does not commence operations within 180 days after being issued a license, the license shall be deemed forfeited and the business may not commence operations.

(D) The standards for denial of a license are as follows:

(1) The applicant has not been granted the appropriate license by the Marijuana Regulatory Agency or the Department.

(2) The application is not completely filled out or information is not provided as required by the prior sections herein.

(3) The applicant's CCH shows a conviction or convictions for activities that pose a threat or a danger to the residents of the city should a license be granted including, but not limited to: drunk driving, disturbing the peace, assault and battery, domestic violence, theft, dishonesty or deception, fraud, criminal sexual conduct, felonious assault, murder, and violations of the Controlled Substance Act.

(4) Verification of any of the information required by § 124.03 shows the information provided by the applicant to be fraudulent, a misrepresentation, or a false statement.

(5) An investigation through the City Police Department or any other law enforcement agency that shows a pattern and history of conduct which would justify a revocation of the applicant's permit under § 124.08.

(6) The applicant or any of the proposed employees/partners/members of the applicant have a habitual history of business license/permit violations, revocations, or a habitual history of ordinance violations.

(7) Failure to pay the nonrefundable licensing application fee herein or the application fee.

(8) No license shall be issued to any applicant until such applicant shall have obtained the age of 21 years.

(9) The applicant's marijuana related business license has previously been revoked.

(10) The building/premises where the marijuana related business is to be located is in violation of any city building, fire, electrical or health codes.

(11) The applicant and/or business has outstanding taxes, fines, fees or liens owed to the city.

(12) Failure to comply with the Inkster Zoning Ordinance or any other Inkster City Codes.

(13) Any other competent, material and substantial evidence indicating the applicant or any of the applicant's proposed employees/partners/members pose an apparent danger to the health, safety and welfare of the people of the city and/or the activity proposed to be permitted constitutes an apparent danger to the health, safety and welfare of the people of the city.

(14) The designated maximum number of licenses have already been granted by the city.

§ 124.06 APPEAL OF CLERK'S DENIAL.

(A) Any applicant for a license to operate a marijuana related business under this chapter may appeal the clerk's denial of the license to the Mayor, provided however that:

(1) The applicant has paid all permitting, licensing and application fees related to the operation of a marijuana related business pursuant to § 124.07, below;

(2) Within seven days of the applicant's receipt of the Clerk's denial, the applicant made a written objection of the Clerk's denial to the Mayor that;

- (a) Has a valid and verifiable date of service of process;
- (b) Sets forth with particularity the grounds on which the objection is based;
- (c) Seeks consideration of the appeal to the Mayor.

(B) Should the Mayor deny the applicant's appeal, the applicant may appeal to the City Council and the Council shall:

(1) Allow the applicant or its representative an opportunity to speak and present any affidavits and documentary evidence in support of the appeal so long as the presentation shall be reasonably limited in time;

(2) Sustain the Clerk's determination unless it finds the Clerk's denial of the license to have been an abuse of discretion hereunder;

(3) Issue a formal written Resolution deciding the appeal within 30 days of the hearing set forth herein;

(C) The Mayor shall preside over any appellate hearing and employ a relaxed evidentiary standard for the admission of evidence.

§ 124.06a GOOD-FAITH EFFORT FOR EQUITY IN EMPLOYMENT.

(A) Each licensee shall undertake good-faith efforts to ensure that at least 15% of the Licensee's employees and/or contractors are individuals who:

- 1. Have a Prior Controlled Substance Conviction;
- 2. Is Low Income;
- 3. Is a Resident of Inkster; or
- 4. Is a former Resident of Inkster.

(B) Annually, each licensee shall send to the City of Inkster a certification, stating either:

1. that at least 15% of the Licensee's employees and/or contractors meet one of the five criteria above, or

2. (a) that the Licensee has hired such employees and/or contractors to the extent feasible, and describing the Licensee's employment outreach and recruitment strategies, including providing employment opportunities to persons meet one of the five criteria above and (b) that the Licensee transmitted all job openings, to the City of Inkster agency responsible for workforce development, for public posting.

§ 124.07 FEES.

The city shall assess fees as follows:

(A) Each applicant for a license to operate a marijuana related business shall pay an application fee which shall be fixed annually by resolution of the Inkster City Council as part of its statutory budgeting process and at such other times as the City Council, in its discretion and by resolution, believes is necessary to defray the costs associated with the licensing regulation and enforcement activities contemplated hereunder.

(B) In addition, and the same manner, Inkster City Council shall impose an annual licensing fee by resolution as part of its statutory budgeting process and at such other times as the City Council, in its discretion and by resolution, believes is necessary to defray the costs associated with the licensing regulation and enforcement activities contemplated hereunder.

§ 124.08 NON-RENEWAL OR REVOCATION.

The operation of a marijuana related business shall be a revocable privilege and not a right in the city; the city may choose not to renew or to revoke a license based on any of the following:

(A) The revocation or non-renewal of any necessary licenses or permits by the Marijuana Regulatory Agency or Department;

(B) Failure to meet or maintain the conditions and requirements established by this chapter or any related provisions of Inkster City Code or state, federal or local laws;

(C) One or more violations of any city ordinance on the premises;

(D) Nuisance or blight violations on the premises;

(E) A demonstrated history of excessive calls for public safety (police, fire, and EMS) originating from the premises, being three or more calls in any 30-day period; or

(F) Nonpayment or real or personal property taxes, fines, fees or liens owed to the city;

(G) Any fraud, misrepresentation, or false statement contained in the application for a license;

(H) Any fraud misrepresentation, or false statement made in connection with services and/or merchandise;

(I) Conviction of the licensee of a felony;

(J) Conducting business in an unlawful manner or in such a manner as to constitute a breach of peace.

§ 124.09 CIVIL FORFEITURE.

Any marijuana or drug paraphernalia used, sold or possessed with intent to sell in violation of this chapter shall be seized and forfeited to the City of Inkster along with any proceeds received from any such illegal sales.

§ 124.10 LICENSE NOT TRANSFERABLE.

Any license granted hereunder may not be sold or otherwise transferred from the person or entity that made the application to any other person or entity.

§ 124.11 HOURS OF OPERATION.

Permissible hours of operation for a marijuana retailer shall be:

(A) Monday - Friday: 9:00 a.m. through 9:00 p.m.

(B) Saturdays: 9:00 a.m. through 6:00 p.m.

(C) Sundays: 10:00 a.m. through 6:00 p.m.

§ 124.99 PENALTY.

Any violations of this chapter shall be punishable in accordance with § 10.99 of the Inkster Code of Ordinances.

AN ORDINANCE TO AMEND TITLE XI OF THE INKSTER CITY CODE, CHAPTER 124, MEDICAL MARIJUANA BUSINESSES LICENSES, PROVIDING FOR THE LICENSING OF BOTH MEDICAL AND ADULT USE MARIJUANA ESTABLISHMENTS, TO THE CODE OF ORDINANCES FOR THE CITY OF INKSTER, WAYNE COUNTY, MICHIGAN.

NOW THEREFORE, THE CITY OF INKSTER ORDAINS:

Chapter 124 of Title XI of the Code of Ordinances of the City of Inkster shall be amended as follows:

CHAPTER 124: ~~MEDICAL~~ MARIJUANA BUSINESS LICENSE

§ 124.01 PURPOSE.

(A) The purpose of this chapter is to establish standards and procedures for the issuance, renewal and/or revocation of licenses for ~~medical~~-marijuana ~~facility-related businesses~~ in order to:

- (1) Serve and protect the health, safety and welfare of the general public;
- (2) Establish a set of rules and regulations which are fair and equitable for those interested in operating a ~~medical~~-marijuana ~~facility-related business~~ in compliance with the Michigan Medical Marihuana Act (~~MMMA~~) MCL 333.26421 et seq., Medical Marihuana Facilities Licensing Act (~~MMFLA~~) MCL 333.27101 et seq., the Michigan Regulation and Taxation of Marihuana Act (MRTMA) MCL 333.27951 et seq., and State of Michigan regulations;
- (3) To provide reasonable regulation pursuant to the city's general police power granted to cities by the Michigan Constitution of 1963 and the Home Rule City Act, MCL § 117.1 et seq., as amended.

(B) Nothing in this chapter, or in any companion regulatory provision adopted in any other provision of the Code of Inkster, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of marijuana not in strict compliance with the Code of Inkster and state and federal laws. The provisions provided herein do not protect users, caregivers or the owners/operators of a ~~medical~~-marijuana ~~facility-related business~~ where the ~~medical~~ use of marijuana is occurring from federal prosecution, or from having their property seized by federal authorities under the Federal Control Substances Act.

~~(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)~~

§

124.02 ADOPTION OF STATE RULES AND REGULATIONS.

—All activities related to ~~medical~~-marijuana ~~related businesses~~ shall be in compliance with the General Rules of the Michigan Department of Community Health ~~and, the Michigan Marijuana Regulatory Agency~~, the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, (~~MMMA~~).

MCL § 333.26421 et seq., ~~the Medical Marijuana Facilities Licensing Act (MMFLA) MCL 333.27101 et seq. and the Michigan Regulation and Taxation of Marijuana Act (MRTMA) MCL 333.27951 et seq.~~
(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)

§ 124.03 LICENSE REQUIRED FOR THE OPERATION OF A ~~MEDICAL MARIJUANA FACILITY-RELATED BUSINESS.~~

(A) Each operator of a ~~medical-marijuana facility-related business~~ shall apply for a license with the Inkster City Clerk ("Clerk"). An annual fee schedule for the initial license and annual renewal fees shall be set by City Council and such fees shall be reasonably calculated to reimburse the city for the costs associated with the enforcement of this chapter and the continued regulation of establishments licensed hereunder.

(B) Licenses are non-transferrable and shall only apply to the person/entity listed on the license at the address listed on the application. Licensees in good standing with the city, have no code violations and/or unpaid taxes or fees, are permitted to transfer licenses to new addresses or locations provided all necessary city approvals are obtained prior to requesting the transfer.

(C) Licenses shall expire at the end of each calendar year from the date of issuance.

(D) Applications to renew a license to operate a ~~medical-marijuana facility-related business~~ shall be filed at least 30 days prior to the date of expiration. Such renewal shall be annual and shall be accompanied by the annual fee and any other fee(s) required under this chapter. All provisions and requirements of this chapter apply to renewals in the same manner as the original application.

(E) The license requirements set forth in this chapter shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state or local law.

(F) The issuance of any license pursuant to this chapter does not create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for production, distribution or possession of marijuana, possession of drug paraphernalia or presence in a place where drugs are being used, stored or kept.

(G) Applications for a license required by this chapter shall be made with forms provided by the Clerk, which shall be signed and verified under oath by the applicant, if an individual, or by the authorized agent for any firm, partnership, association, corporation, company or organization and shall set forth and/or provide at a minimum, the following information and documentation:

(1) If the applicant is an individual he/she must provide their: name, address and telephone number, master driving record and criminal complaint history (CCH). If the individual intends to operate an unincorporated individual proprietorship, they must also obtain a general business license as provided for under the Inkster City Code;

(2) If the applicant is a partnership, or an employee, it must provide: the name of the organization and each partner, residential and business address and telephone number of each partner and the business, and each partner's CCH and master driving record, along with a copy of the partnership's city of Inkster business license;

(3) If the applicant is a corporation, it must provide: the name of the organization, date of organization and certificate of good standing from the state under which the corporation was organized, a copy of the corporation's City of Inkster business license, the names of the principal officers, directors and local representatives of their organization, their residential and business addresses, telephone numbers, their CCH and master driving record;

(4) The length of time for which the right to do business as a ~~medical~~-marijuana ~~facility-related business~~ is sought;

(5) A recent color photograph of the applicant or the agent for the applicant who is to do the actual assessments and/or certification for the ~~medical~~-marijuana ~~facility-related business~~. The photograph shall be two inches by two inches showing head and shoulders of applicant or agent and shall be supplied by the applicant or agent;

(6) A brief description of the product, products or services involved at the medical marijuana facility;

(7) The name, address and telephone number of the organization's registered agent or the party that has the full power and authority to accept service of process for and on behalf of applicant in respect to any matters connected with or arising out of the business transacted under said license with full acknowledgment that service on said agent shall be valid when personally served on him/her.

(8) The location and mailing address and all telephone numbers where the ~~medical~~ marijuana ~~facility-related business~~ will be located.

(9) The operator of the ~~medical~~-marijuana ~~facility-related business~~ shall be required to submit proof, in a form acceptable to the Clerk, of ownership of the property where the ~~medical~~ marijuana ~~facility-related business~~ is to be operated. If the location/property/premises of the ~~medical~~-marijuana ~~facility-related business~~ to be licensed hereunder is not owned by the operator of the ~~medical~~-marijuana ~~facility-related business~~, the operator shall submit alternate written proof in a form acceptable to the Clerk that the titled owner of the location/property/premises to be licensed has given notarized written consent to the operator to use the premises for the licensed use.

(10) A copy of approvals from the City Planning and Building Department including: special ~~conditions~~and use, site plan and building permits.

(11) A copy of the certificate of ~~occupancy~~compliance from the city for the location of the ~~medical~~-marijuana ~~facility-related business~~.

(12) Proof that all fees imposed hereunder have been paid in full and that the applicant is not otherwise indebted to the City or in default of any other provision of the Inkster City Code.

(13) A signed release from the applicant permitting the police department to perform a criminal background check to ascertain whether the applicant and operator named on the application have been convicted of a felony.

(14) A binding release of liability and agreement to hold harmless the City of Inkster from any liability arising out of the operation of the ~~medical~~-marijuana ~~facility-related business~~.

(15) Proof of insurance providing coverage for fire and loss liability and claims arising out of conditions, activities, structures and facilities maintained in relation to the ~~medical~~ medical marijuana facility-related business, in an amount of no less than one million dollars umbrella coverage.

(16) A copy of the applicant's computerized criminal history (CCH).

(17) A history of the applicant's ordinance and state law license and permit revocation and ordinance violations.

(H) The Clerk may not issue a license under this chapter until the applicant has completed the application, provided all the information and documentation required herein and paid all fees.

~~(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)~~

§ 124.04 DEFINITIONS AND LEGISLATIVE FINDINGS AND INTENT.

(A) Any term set forth herein shall have the meaning assigned to it by § 10.05 of the Inkster City Code. The legislative findings and intent of this chapter shall be identical to those set forth in § 10.02 of the Inkster City Code.

~~(B) An annual license is required for any of the following entities to operate a marijuana facility:~~

~~(1) Growers—licensees that cultivate, dry, trim, or cure and package marijuana for sale to a processor or provisioning center. Registered patients and primary caregivers who lawfully cultivate marijuana in the quantities and for the purposes permitted under the Michigan Marihuana Act are not considered "growers" under the new legislation.~~

~~(2) Processors—licensees that purchase marijuana from a grower and extract resin from the marijuana or create a marijuana-infused product for sale and transfer in packaged form to a provisioning center.~~

~~(3) Provisioning centers—licensees that purchase marijuana from a grower or processor and sell, supply, or provide marijuana to patients, directly or through the patient's caregiver.~~

~~(4) Secure transporters—licensees that store marijuana and transport it between marijuana facilities for a fee.~~

~~(5) Safety—propagate, breed, grow, harvest, dry, cure, or separate parts of the marijuana plant by manual or mechanical means.~~

~~(B) "Department" means the department of licensing and regulatory affairs.~~

~~(C) "Marijuana" or "Marihuana" means all parts of the plant of the genus cannabis, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marijuana concentrate and marijuana-infused products. For purposes of this act, marijuana does not include:~~

~~(1) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of~~

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the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination;

(2) industrial hemp; or

(3) any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

(D) "Marijuana establishment" means a marijuana grower, ~~marijuana safety compliance facilities—licensees that receive~~ facility, marijuana processor, marijuana microbusiness, marijuana retailer, ~~marijuana from a~~ secure transporter, or any other type of marijuana-related business licensed by the department as defined in the MRTMA, MCL 333.27951 et seq.

(E) "~~Marijuana facility or primary~~," means an enterprise at a specific location at which a licensee is licensed to operate under the Medical Marijuana Facilities Licensing Act, MCL 333.27101 et seq., including a marijuana grower, marijuana processor, marijuana provisioning center, marijuana secure transporter, or marijuana safety compliance facility. The term does not include or apply to a "primary caregiver" or "caregiver" as that term is defined in the MRTMA, MCL 333.27951 et seq.

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(F) "Marijuana grower" means a person licensed to cultivate marijuana and sell or otherwise transfer marijuana to marijuana establishments.

(G) "Marijuana event organizer" means a person licensed to apply for a temporary marijuana event under these rules.

(H) "Marijuana-infused product" means a topical formulation, tincture, beverage, edible substance, or similar product containing marijuana and other ingredients and that is intended for human consumption.

(I) "Marijuana microbusiness" means a person licensed to cultivate not more than 150 marijuana plants; process and package marijuana; and sell or otherwise transfer marijuana to individuals who are 21 years of age or older or to a marijuana safety compliance facility, but not to other marijuana establishments.

(J) "Marijuana processor" means a person licensed to obtain marijuana from marijuana establishments; process and package marijuana; and sell or otherwise transfer marijuana to marijuana establishments.

(K) "Marijuana related business" means a "marijuana facility" licensed pursuant to the Medical Marijuana Facilities Licensing Act, MCL 333.270101, et. seq., or a "marijuana

establishment" licensed pursuant to the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et. seq.

(L) "Marijuana retailer" means a person licensed to obtain marijuana from marijuana establishments and to sell or otherwise transfer marijuana to marijuana establishments and to individuals who are 21 years of age or older.

(M) "Marijuana secure transporter" means a person licensed to obtain marijuana from marijuana establishments in order to transport marijuana to marijuana establishments.

(N) "Marijuana safety compliance facility" means a person licensed to test it for marijuana, including certification for potency and the presence of contaminants and other substances. (Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)

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(O) "Process" or "Processing" means to separate or otherwise prepare parts of the marijuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marijuana concentrate or marijuana -infused products.

(P) "Social Equity Program" means all programs established by the Marijuana Regulatory Agency, or other agency of the Department of Licensing and Regulatory Affairs, pursuant to Section 8 of the MRTMA.

(Q) "State license" means a license issued by the department that allows a person to operate a marijuana establishment.

(R) "MMFLA" means the Medical Marihuana Facilities Licensing Act, MCL 333.2701, et seq.

(S) "MRTMA" means the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333. 27951 et seq.

(T) "Marijuana" has the same meaning as "marihuana" under the MMFLA and MRTMA.

§ 124.05 ISSUANCE OF LICENSE.

~~—(A)—~~(A) An annual license is required to operate any of the following marijuana related businesses:

Establishment Type

Grower

Class A. (maximum of 500 plants under MMFLA or 100 plants under MRTMA)

Class B. (maximum of 1,000 plants under MMFLA or 500 plants under MRTMA)

Class C. (maximum of 1,500 plants under MMFLA or 2,000 plants under MRTMA)

Marijuana retailer

Marijuana Microbusiness

Processor

Secure transporter

Safety compliance facility

Designated Consumption Establishment

Excess marijuana grower

Marijuana event organizers

(B) The Clerk shall issue a license hereunder to the applicant unless the Clerk finds a reason for denial, as stated in division (6D), below. The license shall be for no more than one year in length.

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(B)(C) In the event a licensee does not commence operations within 180 days after being issued a license, the license shall be deemed forfeited and the business may not commence operations.

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~~(C) There shall not be more than three provisioning center licenses issued by the city at any given time.~~

(D) The standards for denial of a license are as follows:

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~~(1) The applicant has not been granted the appropriate license by the Marijuana Regulatory Agency or the Department.~~

(2) The application is not completely filled out or information is not provided as required by the prior sections herein.

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(3) The applicant's CCH shows a conviction or convictions for activities that pose a threat or a danger to the residents of the city should a license be granted including, but not limited to: drunk driving, disturbing the peace, assault and battery, domestic violence, theft, dishonesty or deception, fraud, criminal sexual conduct, felonious assault, murder, and violations of the Controlled Substance Act.

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(4) Verification of any of the information required by § 124.03 shows the information provided by the applicant to be fraudulent, a misrepresentation, or a false statement.

(5) An investigation through the City Police Department or any other law enforcement agency that shows a pattern and history of conduct which would justify a revocation of the applicant's permit under § 124.08.

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(6) The applicant or any of the proposed employees/partners/members of the applicant have a habitual history of business license/permit violations, revocations, or a habitual history of ordinance violations.

(7) Failure to pay the nonrefundable licensing application fee herein or the application fee.

(8) No license shall be issued to any applicant until such applicant shall have obtained the age of 21 years.

(89) The applicant's ~~medical~~-marijuana ~~facility~~related business license has previously been revoked.

(910) The building/premises where the ~~medical~~-marijuana ~~facility~~related business is to be located is in violation of any city building, fire, electrical or health codes.

(1011) The applicant and/or business has outstanding taxes, fines, fees or liens owed to the city.

(1112) Failure to comply with the Inkster Zoning Ordinance or any other Inkster City Codes.

(1213) Any other competent, material and substantial evidence indicating the applicant or any of the applicant's proposed employees/partners/members pose an apparent danger to the health, safety and welfare of the people of the city and/or the activity proposed to be permitted constitutes an apparent danger to the health, safety and welfare of the people of the city.

(1314) The designated maximum number of licenses have already been granted by the city.

(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)

§ 124.06 APPEAL OF CLERK'S DENIAL.

—(A) Any applicant for a license to operate a ~~medical~~-marijuana ~~facility~~related business under this chapter may appeal the clerk's denial of the license to the Mayor, provided however that:

(1) The applicant has paid all permitting, licensing and application fees related to the operation of a ~~medical~~-marijuana ~~facility~~related business pursuant to § 124.07, below;

(2) Within seven days of the applicant's receipt of the Clerk's denial, the applicant made a written objection of the Clerk's denial to the Mayor that;

- (a) Has a valid and verifiable date of service of process;
- (b) Sets forth with particularity the grounds on which the objection is based;
- (c) Seeks consideration of the appeal to the Mayor.

—(B) Should the Mayor deny the applicant's appeal, the applicant may appeal to the City Council and the Council shall:

(1) Allow the applicant or its representative an opportunity to speak and present any affidavits and documentary evidence in support of the appeal so long as the presentation shall be reasonably limited in time;

(2) Sustain the Clerk's determination unless it finds the Clerk's denial of the license to have been an abuse of discretion hereunder;

(3) Issue a formal written Resolution deciding the appeal within 30 days of the hearing set forth herein;

—(C) The Mayor shall preside over any appellate hearing and employ a relaxed evidentiary standard for the admission of evidence.

(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)

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§ 124.06a GOOD-FAITH EFFORT FOR EQUITY IN EMPLOYMENT.

(A) Each licensee shall undertake good-faith efforts to ensure that at least 15% of the Licensee's employees and/or contractors are individuals who:

1. Have a Prior Controlled Substance Conviction;
2. Is Low Income;
3. Is a Resident of Inkster; or
4. Is a former Resident of Inkster.

(B) Annually, each licensee shall send to the City of Inkster a certification, stating either:

1. that at least 15% of the Licensee's employees and/or contractors meet one of the five criteria above, or
2. (a) that the Licensee has hired such employees and/or contractors to the extent feasible, and describing the Licensee's employment outreach and recruitment strategies, including providing employment opportunities to persons meet one of the five criteria above and (b) that the Licensee transmitted all job openings, to the City of Inkster agency responsible for workforce development, for public posting.

§ 124.07- FEES.

The city shall assess fees as follows:

(A) Each applicant for a license to operate a ~~medical-marijuana facility~~related business shall pay an application fee which shall be fixed annually by resolution of the Inkster City Council as part of its statutory budgeting process and at such other times as the City Council, in its discretion and by resolution, believes is necessary to defray the costs associated with the licensing regulation and enforcement activities contemplated hereunder.

(B) In addition, and the same manner, Inkster City Council shall impose an annual licensing fee by resolution as part of its statutory budgeting process and at such other times as the City Council, in its discretion and by resolution, believes is necessary to defray the costs associated with the licensing regulation and enforcement activities contemplated hereunder.

~~(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)~~

§ 124.08 NON-RENEWAL OR REVOCATION.

The operation of a ~~medical-marijuana facility~~related business shall be a revocable privilege and not a right in the city; the city may choose not to renew or to revoke a license based on any of the following:

~~-(A)-~~ (A) The revocation or non-renewal of any necessary licenses or permits by the Marijuana Regulatory Agency or Department;

(B) Failure to meet or maintain the conditions and requirements established by this chapter or any related provisions of Inkster City Code or state, federal or local laws;

~~-(B)(C)~~ One or more violations of any city ordinance on the premises;

~~-(C)(D)~~ Nuisance or blight violations on the premises;

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- ~~-(D)(E)~~ A demonstrated history of excessive calls for public safety (police, fire, and EMS) originating from the premises, being three or more calls in any 30-day period; or
- ~~-(E)(F)~~ Nonpayment of real or personal property taxes, fines, fees or liens owed to the city;
- ~~-(F)(G)~~ Any fraud, misrepresentation, or false statement contained in the application for a license;
- ~~-(G)(H)~~ Any fraud misrepresentation, or false statement made in connection with services and/or merchandise;
- ~~-(H)(I)~~ Conviction of the licensee of a felony;
- ~~-(I)(J)~~ Conducting business in an unlawful manner or in such a manner as to constitute a breach of peace.

~~(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)~~

§ 124.09 CIVIL FORFEITURE.

Any marijuana or drug paraphernalia used, sold or possessed with intent to sell in violation of this chapter shall be seized and forfeited to the City of Inkster along with any proceeds received from any such illegal sales.

~~(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)~~

§ 124.10 LICENSE NOT TRANSFERABLE.

Any license granted hereunder may not be sold or otherwise transferred from the person or entity that made the application to any other person or entity.

~~(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)~~

§ 124.11 HOURS OF OPERATION.

Permissible hours of operation for a ~~medical~~ marijuana ~~facility~~ retailer shall be:

- (A) Monday - Friday: 9:00 a.m. through 9:00 p.m.
- (B) Saturdays: 9:00 a.m. through 6:00 p.m.
- (C) Sundays: 10:00 a.m. through 6:00 p.m.

~~(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)~~

§ 124.99 PENALTY.

Any violations of this chapter shall be punishable in accordance with § 10.99 of the Inkster Code of Ordinances.

~~(Ord. 856, passed 3-7-16; Am. Ord. 858, passed 7-17-17)~~



CITY OF INKSTER

Subject: Compensation During Facility Shutdown

Pages: 3

Revised date:

I. Purpose

To define how employees are paid when the decision is made by the City of Inkster to institute a Level Four Operation Facility Shutdown and non-emergency employees are directed not to come to work for the period of the shutdown. The City of Inkster intends that no full-time employee should endure a financial hardship during a Level Four Operation Facility Shutdown.

II. Policy Statement

To make clear what the compensation expectation should be for full-time employees if/when the City of Inkster closes facilities due to unforeseen and/or uncontrollable circumstances, as set forth in the City of Inkster's Response Plan for COVID-19.

III. Scope

All full and part-time employees of the City of Inkster.

IV. Definitions

Employee – a person hired by the City of Inkster and paid bi-weekly by the City of Inkster for work determined by the City of Inkster.

Emergency Employee – an employee of the City of Inkster whose employment requires them to be present at work during a facility shutdown.

This list is not all-inclusive or permanent and may change as needs arise.

- First Responders (Fire/Police/DPS)
- Department Heads
 - Building Official
 - City Clerk/Deputy Clerk
 - DPS
 - Human Resource
 - IT & Media
 - Mayor
 - Parks & Recreation
 - Treasurer (Cashier/AP/Payroll)



Non-emergency Employee – an employee of the City of Inkster whose employment does not require them to be present at work during a facility shutdown. This list is not all-inclusive or permanent and may change as needs arise.

If a non-emergency employee needs to shift into the role of an emergency employee, reasonable notice will be given.

- Building Administrator
- Building Inspector
- All other part-time positions

Facility Shutdown – In coordination with the City of Inkster's Response Plan for COVID-19, the declaration of a Level Four Operation as defined by City of Inkster's Response Plan for COVID-19, and subsequent closing of City of Inkster facilities to employees and the public. Only City of Inkster emergency employees will be required to report to City of Inkster facilities during their regularly scheduled shift during a Facility Shutdown.

v. Procedures

In the event the City of Inkster declares a Level Four Operation as defined by the City of Inkster's Response Plan for COVID-19 and initiates a Facility Shutdown, employees deemed non-emergency will not be required to report to work for their regularly scheduled shifts until further notice from the City of Inkster. The emergency/nonemergency status of each employee of the City of Inkster will be determined by that employee's Director and will be made known to each employee. Communication of a Facility Shutdown or subsequent return to work will be made to each employee by their Director or designee via phone call (preferred) to cell or home phone, text, or email as noted in the City of Inkster's Response Plan for COVID-19. Declaring a Level Four Operation does not mean the City of Inkster stops its operations, but rather that the City of Inkster facility is closed to the public and employees for a period of time. Therefore, non-emergency employees may still be required to report to work for specific, time sensitive tasks, as determined by the employee's Director and with notification to the employee. All regularly scheduled full-time employees of the City of Inkster will continue to receive their regular, base wages during a Facility Shutdown.



Non-emergency employees shall not be considered to be on-call during a Facility Shutdown. Instead, the City of Inkster will give non-emergency employees reasonable notice when they are required to come to work during a Facility Shutdown. This notice will be given by the Director or designee via phone call (preferred) to cell or home phone, text, or email. If a non-emergency employee is unable to report for work during a Facility shutdown, they will be required to follow the City of Inkster's current leave time policies.

Emergency employees are required to continue working their shifts as normally scheduled during a Facility Shutdown. If an emergency employee is unable to report for work during a Facility Shutdown, they will be required to follow the City of Inkster's current leave time policies.

There will be no premium pay for emergency employees during a Facility Shutdown.

Part-time, non-emergency employees will be laid off for the duration of the Facility Shutdown. Once the Facility Shutdown is lifted, all laid off employees will be returned to their previous position and rate of pay.



CORONAVIRUS DISEASE 2019 (COVID-19)

RESPONSE PLAN FOR THE CITY OF INKSTER

The Centers for Disease Control (CDC) is responding to an outbreak of respiratory disease caused by a novel (new) coronavirus that was first detected in China and has now been detected in almost 70 locations internationally, including in the United States. The virus has been named "SARS-CoV-2" and the disease it causes has been named "coronavirus disease 2019" (abbreviated "COVID-19").

City of Inkster has developed a proactive plan of varying levels based off of CDC recommendations so that we are prepared to adapt our business operations as needed with the possibility of a COVID-19 pandemic. The severity of illness or how many people will fall ill from COVID-19 is unknown at this time. For the general American public, such as workers in non-healthcare settings and where it is unlikely that work tasks create an increased risk of exposures to COVID-19, the immediate health risk from COVID-19 is considered low. The CDC and its partners will continue to monitor national and international data on the severity of illness caused by COVID-19, will disseminate the results of these ongoing surveillance assessments, and will make additional recommendations as needed.

BACKGROUND

How COVID-19 Spreads

- The virus is thought to spread mainly from person-to-person.
- Between people who are in close contact with one another (within about 6 feet).
- Through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.

Prevention

There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19). The best way to prevent illness is to avoid being exposed to this virus. However, as a reminder, CDC always recommends everyday preventive actions to help prevent the spread of respiratory diseases, including:

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose, and mouth.
- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.

- The CDC recommend that all people wear a facemask to protect themselves from respiratory diseases, including COVID-19.
- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.

Illness Severity

Both MERS-CoV and SARS-CoV have been known to cause severe illness in people. The complete clinical picture with regard to COVID-19 is not fully understood. Reported illnesses have ranged from mild to severe, including illness resulting in death. While information so far suggests that most COVID-19 illness is mild, a report out of China suggests serious illness occurs in 16% of cases. Older people and people with certain underlying health conditions like heart disease, lung disease and diabetes, for example, seem to be at greater risk of serious illness.

Symptoms

Reported illnesses have ranged from mild symptoms to severe illness and death for confirmed coronavirus disease 2019 (COVID-19) cases. The following symptoms may appear 2-14 days after exposure:

- Fever (100.4° F [37.8° C] or greater using an oral thermometer)
- Cough
- Shortness of breath

Learn more about the symptoms associated with COVID-19 by visiting the CDC's website at <https://www.cdc.gov/coronavirus/2019-ncov/about/symptoms.html>

Treatment

There is no specific antiviral treatment recommended for COVID-19. People with COVID19 should receive supportive care to help relieve symptoms. For severe cases, treatment should include care to support vital organ functions.

People who think they may have been exposed to COVID-19 should contact their healthcare provider immediately.



CITY OF INKSTER'S RESPONSE PLAN

The City of Inkster has developed an initial plan in the event an outbreak occurs in our area. This framework is designed to start the planning and preparation with our staff should the need arise.

OPERATIONS

City of Inkster has developed the following **Internal Tiered-system** for business operations. This system is designed to decrease the spread of severe acute respiratory illness and lower the impact of COVID-19 in our workplace in the event of an outbreak in the United States. At this time, this is for internal use as a planning tool. Please look at the four levels and meet with your departments about what each phase means and how it could potentially impact operations within your discipline. As we create the vision for what returning to normal looks like. We will likely phase down

Level One

City of Inkster is operating at 100% and utilizing best practices for preventing the spread of all illnesses.

Level Two

All City of Inkster buildings and offices are open; however, some programming may be reduced or cancelled to limit unnecessary group functions based off CDC recommendations.

Level Three

Public entrances to all City owned buildings will close; however, business operations will still be conducted. Employees are required to report to work.

At this stage:

- All Parks and Recreation programming and events will be cancelled
- The Booker Dozier Recreation Center, Commission on Aging (Meals on Wheels), Floyd B. Simmons Center and the Envision Center will be closed
- City Hall will not be open to the public
- Only emergency inspection activities will be permitted
- Senior Transportation will continue

Level Four

All City owned Offices will close. At this stage, a phone notification system will be utilized to ensure every employee knows the status of the City.



- Employees will be contacted by their supervisor for direction.
- Public Safety employees will continue to report for duty.
- Remote/flexible work sites (work from home) may be utilized.

In the event that the City enters into a new level, the staff will be notified prior to communication going out to the public.

The status of business operations will be communicated to the public through our current communication methods (social media, NIXLE, City website, e-listserve, media releases).

HEALTH AND SAFETY

City of Inkster is encouraging sick employees to stay home:

- Employees who have symptoms of acute respiratory illness are recommended to stay home and not come to work until they are free of fever (100.4° F [37.8° C] or greater using an oral thermometer), signs of a fever, and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants).
- Employees should notify their supervisor and stay home if they are sick.
- All employees must cover their nose and mouth with a tissue when coughing or sneezing (or an elbow or shoulder if no tissue is available).
- We are asking that employees clean their hands often with an alcohol-based hand sanitizer that contains at least 75-95% alcohol, or wash their hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
- Our custodial staff is routinely cleaning all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs.
- Disposable disinfectant wipes have been placed at workstations throughout the City so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.
- No additional disinfection beyond routine cleaning is recommended at this time.

Conference/Travel:

- Conferences, workshops, classes and trainings will be reviewed by Department Heads to assess the employee risk/need/cost. Any out-of-state work/conference travel is postponed indefinitely.



COMMUNICATIONS

COVID-19 is a rapidly evolving disease that impacts us as individuals, employees, our departments, our City, our community, the United States and the world. It is essential that our messaging to the community we serve be unified, clear and direct. To assist in minimizing the potential chaos, here are a few guidelines as we navigate this unknown future together.

All communications related to COVID-19 will require approval from the Mayor's Office.

Change In City Status/Employee Work Status Notification

- The tiered-system is for internal use to be used as a guide for escalating preparedness. We are working on a notification system to let all employees know if the City changes status level.
- Unless you hear from the City of Inkster, the expectation is to continue to come to work.

Medical Illness/Suspected Exposure

- Employees who are well but who have been exposed to a sick family member at home with COVID-19 or had direct contact with someone with a confirmed case should notify their supervisor and direction will be provided based on guidance from the CDC.
- Employees who have symptoms of acute respiratory illness, need to notify their supervisor immediately and direction will be provided based on guidance from the CDC.
- Supervisors need to be in direct contact with the Human Resources Director if an employee reports an illness or suspected exposure to you.
- In keeping with HIPAA compliance, the City will not share or release any specific identifying information of any medical documentation associated with any City employee. Employees should not discuss or share medical information with other staff in public.

Change In Operations

- If there is going to be a change in your departmental operation due to the impact of COVID-19, it must be communicated (as time allows) to the Mayor via email, call or in person.



Communicating with the Public

- All communications related to COVID-19 will require approval from the Mayor's Office.
- After approval from the Mayor's Office, you need to work in conjunction with the Communications Director regarding materials being distributed to the public.

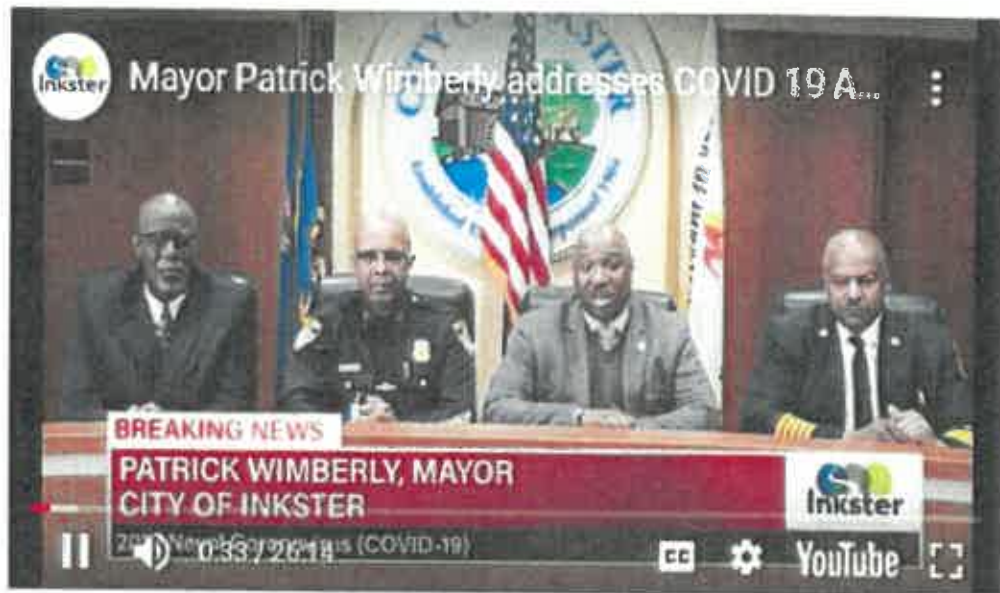
Examples include canceling programs, moving to online pay only, suspending non-emergency inspections, etc.

- We have set-up a section on our website that you can refer resident calls to that has information about potential closures and potential impacted services to our City along with resources from the CDC, Wayne County Health Department and the WHO.

Please use the following CDC link below for up to date information on COVID-19:
<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

[Home](#) | [Living & Working](#) | [Coronavirus and You](#)

Coronavirus and You



What is the Coronavirus COVID-19 and Why is it Important to Know About It?

COVID-19 is a coronavirus strain that has only spread in people since December 2019 and originated in China. Coronaviruses have been around for a very long time. Swine Flu, SARS, and MERS are all examples of previous coronaviruses. This strain of coronavirus is new and has the potential to cause severe illness and pneumonia. The newness of this strain and the highly contagious nature of it is what has health experts concerned.

2019-NCOV

WUHAN CORONAVIRUS

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WHAT IS IT?

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WHERE?

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TRANSMISSION



AIR



ANIMAL
CONTACT



HUMAN
CONTACT



SYMPTOMS

HEADACHE

FATIGUE

DRY COUGH

SORE THROAT

FEVER

RUNNY NOSE

PREVENTION

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USE MASK



AVOID
CROWDED
PLACES



WASH
HANDS

CORONAVIRUS DISEASE 2019 (COVID-19)

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City of Inkster has developed the following **Internal tiered-system** for business operations. This system is designed to decrease the spread of severe acute respiratory illness and lower the impact of COVID-19 in our workplace in the event of an outbreak in the United States. At this time, this is for internal use as a planning tool. Please look at the four levels and meet with your departments about what each phase means and how it could potentially impact operations within your discipline. As we create the vision for what returning to normal looks like. We will likely phase down

Level One

City of Inkster is operating at 100% and utilizing best practices for preventing the spread of all illnesses.

Level Two

All City of Inkster buildings and offices are open; however, some programming may be reduced or cancelled to limit unnecessary group functions based off CDC recommendations.

Level Three

Public entrances to all City owned buildings will close; however, business operations will still be conducted. Employees are required to report to work.

At this stage:

- All Parks and Recreation programming and events will be cancelled
- The Booker Dozier Recreation Center, Commission on Aging (Meals on Wheels), Floyd B. Simmons Center and the Envision Center will be closed
- City Hall will not be open to the public
- Only emergency inspection activities will be permitted
- Senior Transportation will continue

Level Four

All City owned Offices will close. At this stage, a phone notification system will be utilized to ensure every employee knows the status of the City.



- Employees will be contacted by their supervisor for direction.
- Public Safety employees will continue to report for duty.
- Remote/flexible work sites (work from home) may be utilized.

In the event that the City enters into a new level, the staff will be notified prior to communication going out to the public.

The status of business operations will be communicated to the public through our current communication methods (social media, NIXLE, City website, e-listserve, media releases).

HEALTH AND SAFETY

City of Inkster is encouraging sick employees to stay home:

- Employees who have symptoms of acute respiratory illness are recommended to stay home and not come to work until they are free of fever (100.4° F [37.8° C] or greater using an oral thermometer), signs of a fever, and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants).
- Employees should notify their supervisor and stay home if they are sick.
- All employees must cover their nose and mouth with a tissue when coughing or sneezing (or an elbow or shoulder if no tissue is available).
- We are asking that employees clean their hands often with an alcohol-based hand sanitizer that contains at least 75-95% alcohol, or wash their hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
- Our custodial staff is routinely cleaning all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs.
- Disposable disinfectant wipes have been placed at workstations throughout the City so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.
- No additional disinfection beyond routine cleaning is recommended at this time.

Conference/Travel:

- Conferences, workshops, classes and trainings will be reviewed by Department Heads to assess the employee risk/need/cost. Any out-of-state work/conference travel is postponed indefinitely.



COMMUNICATIONS

COVID-19 is a rapidly evolving disease that impacts us as individuals, employees, our departments, our City, our community, the United States and the world. It is essential that our messaging to the community we serve be unified, clear and direct. To assist in minimizing the potential chaos, here are a few guidelines as we navigate this unknown future together.

All communications related to COVID-19 will require approval from the Mayor's Office.

Change in City Status/Employee Work Status Notification

- The tiered-system is for internal use to be used as a guide for escalating preparedness. We are working on a notification system to let all employees know if the City changes status level.
- Unless you hear from the City of Inkster, the expectation is to continue to come to work.

Medical Illness/Suspected Exposure

- Employees who are well but who have been exposed to a sick family member at home with COVID-19 or had direct contact with someone with a confirmed case should notify their supervisor and direction will be provided based on guidance from the CDC.
- Employees who have symptoms of acute respiratory illness, need to notify their supervisor immediately and direction will be provided based on guidance from the CDC.
- Supervisors need to be in direct contact with the Human Resources Director if an employee reports an illness or suspected exposure to you.
- In keeping with HIPAA compliance, the City will not share or release any specific identifying information of any medical documentation associated with any City employee. Employees should not discuss or share medical information with other staff in public.

Change in Operations

- If there is going to be a change in your departmental operation due to the impact of COVID-19, it must be communicated (as time allows) to the Mayor via email, call or in person.



Communicating with the Public

- All communications related to COVID-19 will require approval from the Mayor's Office.
- After approval from the Mayor's Office, you need to work in conjunction with the Communications Director regarding materials being distributed to the public.

Examples include canceling programs, moving to online pay only, suspending non-emergency inspections, etc.

- We have set-up a section on our website that you can refer resident calls to that has information about potential closures and potential impacted services to our City along with resources from the CDC, Wayne County Health Department and the WHO.

Please use the following CDC link below for up to date information on COVID-19:
<https://www.cdc.gov/coronavirus/2019-ncov/index.html>



HEALTH SCREENING PROCEDURE

Date: _____

Time: _____

Employee: _____ Work Location: _____

Temperature reading (taken on-site): _____

Screening done by: _____

1. In the last 14 days, have you had:

SYMPTOM	YES	NO
Fever		
Cough		
Shortness of Breath or Difficulty Breathing		
Sore Throat		
Diarrhea		
Chills		
Repeated Shaking with Chills		
Muscle Pain		
New Loss of Taste or Smell		

2. In the last 14 days, have you been in close contact with an individual diagnosed with COVID-19?

() YES if so, what day/date: _____ () NO

3. In the last 14 days, have you travelled via airplane internationally or domestically?

() YES if so, what day/date: _____ () NO



If the employee's temperature is **100.4 degrees** or greater **AND/OR** if an employee answers "YES" to ANY of the screening questions, the employee is **not** permitted on the work site. A supervisor and Human Resources must be contacted immediately and the employee should self-isolate/self-quarantine at home for the following time periods:

- If **SYMPTOMS** are present, a minimum of 7 days since the symptoms first appears. To return to work, an individual must also have had 3 days without a fever (*Temperature must be measured without the use of fever-reducing medicines i.e. those containing ibuprofen or acetaminophen*). **AND** improvement in respiratory symptoms.
- 14 days if the employee had close contact with an individual diagnosed with COVID 19; or
- 14 days following international or domestic travel

Employee must contact Human Resources prior to returning to work to assess whether the quarantine has been successfully completed.

I, _____, certify that I completed this form accurately and truthfully.

I understand that I must wear a mask and agree that I will properly wear this mask, during my workday.

I understand that I must use PPE as provided to me based on my position and that I will notify my Supervisor (or the Executive Director) if I need additional PPE or if there are any problems with my PPE.

Name of Employee

Date

Screening Representative

Date

Copies of this form are required to be retained for employee's Medical file in HR
Revised 5/12/2020



Inkster City Hall (ICH) Exposure Control Plan

For Assessing Staff Return to Work after positive test, or illness or close contact to individuals diagnosed with COVID -19

() Employee has had close contact with an individual diagnosed with COVID 19

Employee must self-isolate/self-quarantine at home for 14 days.

- Contact date of _____ + 14 days = _____

() Unconfirmed COVID-19 with Illness

Employee has had one or more COVID-19 SYMPTOMS, but did not get confirmation they were infected with COVID-19. Employee has fully recovered from their illness with or without medical intervention. Based on the CDC guidelines, ICH can allow them to return to work only under all of the following conditions:

- At least 3 days have passed since recovery, with no fever for a minimum of 72 hours. Employee must have no abnormal temperature for 72 hours without the use of any fever-reducing medicines (aspirin, acetaminophen, or ibuprofen)
- Employee's respiratory symptoms have improved
- 7 days have passed since the beginning of any symptoms
(Date when symptoms first appeared + 7 days = _____)

() Confirmed COVID-19 with no illness

Employee who has been confirmed (tested positive by a medical professional) with COVID-19 but has not become ill due to the virus. The employee must remain in isolation following their diagnosis. Based on the CDC guidelines, the employee should be able to return to work only under all of the following conditions:

- After at least 7 days have passed since the date of their first positive COVID-19 test
(Date of first positive test _____ + 7 days = _____)
- They have not become ill
- For an additional 3 days after they end isolation, they continue to limit contact (stay 6 feet away) with others
(Date isolation ended + 3 days = _____)



- They continue to wear a mask or other covering of their nose and mouth to limit the potential of dispersal of respiratory secretions

() Confirmed COVID-19 with illness not requiring hospitalization

Employee has been confirmed (tested positive by a medical professional) with COVID-19 and has become mildly or moderately ill due to the virus. These employees were the ones who self-isolated and medicated at home and did not require hospitalization. Based on the CDC guidelines, they should be able to return to work only under all of the following conditions:

- At least 3 days have passed since their recovery, with no abnormal fever for a minimum of 72 hours. Employee must have no significant temperature for 72 hours without the use of any fever-reducing medicines (aspirin, acetaminophen, or ibuprofen)
- Respiratory symptoms have improved
- No continuing illness: the employee exhibits no symptoms of COVID-19
- The employee has had 2 confirmed negative COVID-19 tests, administered by a medical professional and spaced at least 24 hours apart (Date of 1st negative test _____ and date of 2nd negative test)

() Confirmed COVID-19 with illness requiring hospitalization

Employee who has been confirmed (tested positive by a medical professional) with COVID-19 and has become ill due to the virus, requiring hospitalization. Employee may be at higher risk of shedding (dispersing respiratory secretions) and spreading the infection. The CDC recommends rigorous testing before returning these employees to work since they may experience longer periods of viral detection compared to those with mild or moderate symptoms.

The CDC writes, "Severely immunocompromised patients (e.g., medical treatment with immunosuppressive drugs, bone marrow or solid organ transplant recipients, inherited immunodeficiency, poorly controlled HIV) may also have longer periods of SARS-CoV-2 RNA detection and prolonged shedding of infectious recovery."

For those who have been hospitalized and others in high-risk categories, the contagion may last longer than for others. Further, they suggest, "placing a patient in a setting where they will have close contact with individuals at risk for severe disease warrants a conservative approach."

The CDC recommends a test-based strategy before returning high-risk and hospitalized employees to work. Employees with conditions that might weaken their immune system may have "prolonged viral shedding after recovery." The CDC recommends these employees discuss returning to work with their personal healthcare provider to best assess if they pose no threat to coworkers.

This may include re-testing to verify they are no longer shedding the virus. Businesses should consider each of these staff members on a case-by-case basis, requiring verified testing and return to work authorizations from the worker's healthcare professional.



"These CDC recommendations will prevent most but cannot prevent all instances of secondary spread. The risk of transmission after recovery, is likely substantially less than that during illness; recovered persons will not be shedding large amounts of virus by this point if they are shedding at all."

THE INKSTER CITY HALL WILL REQUIRE ANY STAFF MEMBER WHO BECOMES ILL DURING THE WORKDAY TO GO HOME IMMEDIATELY. FOLLOWING SOCIAL DISTANCING REQUIREMENTS, MAINTAINING CLEAN SURFACES, AND WEARING OF MASKS AS WELL AS OTHER PERSONAL PROTECTIVE EQUIPMENT (PPE) AS NECESSARY FOR THE EMPLOYEE'S POSITION, IS ALSO REQUIRED.



CITY OF INKSTER

Subject: Telecommuting Policy-All Employees	Pages: 4
Revised date:	

Purpose

To provide City of Inkster employees, and approved contractors, flexible work arrangements by allowing work at home or in a satellite location, not in their assigned workspace. This policy outlines regulations in place for employees with approved remote connections. Although not all jobs can be performed satisfactorily from other locations, the City recognizes that, in some cases, telecommuting arrangements can provide a mutually beneficial option for both the City and employees.

Eligibility

Anyone granted work from home access should be a City of Inkster employee. In general, positions requiring face-to-face interaction with customers and office personnel are not suitable for telecommuting arrangements. Thus, not all jobs can be performed from off-site locations.

Telecommuting arrangements are approved by supervisors on a case-by-case basis. Employees interested in telecommuting arrangements should discuss the matter with their supervisors. Supervisors should consult with Human Resources and IT to ensure this arrangement is workable.

Procedures

Before entering into any telecommuting agreement, the employee and supervisor, with the assistance of the Human Resource Director, should evaluate the following areas:

- **Employee suitability:** The employee and supervisor will assess the needs and work habits of the employee.
- **Job responsibilities:** The employee and supervisor will discuss the job responsibilities, workload, and hours of work during a period of telecommuting.
- **Time Worked:** Hours worked in excess of those scheduled per day and per workweek require the advance approval of the supervisor.
- **Communication:** The employee and supervisor, will discuss best method of communication and check in frequency during a period of telecommuting.



While employees and supervisors have the freedom to develop arrangements tailored to employee and departmental needs, the following basic requirements must be met:

- Employees must accurately record and report all hours worked.
- Employees must be able to carry out the same duties, assignments, and other work obligations remotely, as they do when working on-site.
- Employees must be available to their supervisors and co-workers during core work hours.
- Employees must be available to attend scheduled meetings, remotely, as needed.

Equipment

Employees are required to provide their own equipment for telecommuting. City of Inkster reserves the right to make determinations as to appropriate equipment, which is subject to change at any time. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. City of Inkster accepts no responsibility for damage or repairs to employee-owned equipment.

Under special circumstances and to the discretion of the IT Director, Mayor, and Treasurer should City-owned equipment be supplied by the organization. Any equipment supplied by the organization will be maintained by the organization. Equipment supplied by the City is to be used for business purposes only. Failure to comply will result in the return of the equipment, termination of telecommuting access and/or, be subject to discipline. Upon termination of employment, all company property will be returned to the City.

The employee will establish an appropriate work environment within his or her home for work purposes. City of Inkster will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Security

Employees working remotely or telecommuting and accessing the City of Inkster's internal network should adhere to the following IT Security Policy:

- Access to the City of Inkster's internal will be provided/configured the City of Inkster's IT Department via current secure VPN technology.
- Avoid engaging in risky behavior that include online shopping, "hijacking" neighbors' wireless networks or Wi-Fi hotspots and using personal devices without and approved



ANTIVIRUS.

- **Approved Antivirus include the installation of one the following programs:**
 - Bitdefender Antivirus.
 - Norton AntiVirus.
 - Kaspersky Anti-Virus.
 - Trend Micro Antivirus.
- **Adhere to cybersecurity best practices for remote/telecommuting employees:**
 - **Email Phishing: Avoid opening suspicious used to entice users to share data and login credentials, typically through an email, instant message or text message. While IT security measures can help, phishing defense starts with the employees. Examine suspicious emails, look for unusual emails with misspelled email addresses, fishy-looking links or strange requests.**
 - **Never leave your bag, briefcase or laptop unattended. An unattended device that has been configured to access the City of Inkster's internal network may compromise security/data and serious expose the City of Inkster to security breaches.**
 - **Use caution with wireless networks: Working from a coffee shop or hotel? Use caution when using public wireless networks. Unsecured networks make it easier for cybercriminals to access data/emails and passwords. It is preferred that all employees working remotely or telecommuting to use private network connections (ie. employee's home network or internet service as this network is more secure) to access the City of Inkster's internal network.**
 - **Keep your work separate: Do not download or store the City of Inkster files/data to the employee's personal device as doing may invite security threats/breaches.**

Other Notes

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing on the business needs of the organization and the well-being of the employee.



Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands.

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: August 31, 2020

From: Jerome Bivins, DPS Director Date for Council's Consideration: September 8, 2020

ACTION REQUESTED: Consider authorizing administration to approve the contract with L.M. Clarke, Inc. for rehabilitation of Andover Pump Station in these amounts of \$280,770.00, plus 15% contingency of \$42,115.50, for total of \$322,885.50 for rehabilitation. Funds from account 592-564-970-000 Capital Outlay.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval 

BACKGROUND:

The Department of Public Services, along with our Engineering Firm, Alfred Benesch & Company have been monitoring flow, to and from the Andover pump station, for approximately a year and half. This monitoring conforms with the schedule provided to and agreed upon with EGLE. The information gathered showed what was occurring during dry weather periods as well as rain events concerning this pump station. This information allowed for the selection of the proper pump type and capacity for the sewer system. The rehabilitation will also improve the safety and reliability of the station. Therefore, our Engineer, along with my Department, is requesting that the administration approve entering into a contract to have this work done.

SCOPE OF SERVICES:

To perform a complete rehabilitation of Andover pump station, making it more efficient, safe, and reliable in handling sewage debris and future maintenance.

JUSTIFICATION:

To comply with EGLE regulations and to improve the efficiency and reliability at the Andover Pump Station to better service the area during dry periods and wet weather events.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

These amounts of \$280,770.00, plus 15% contingency of \$42,115.50, for total of \$322,885.50 for rehabilitation. Funds from account 592-564-970-000 Capital

PROJECTED TIME TABLE:

Once approved by City Council, the pumps will be ordered with approximately 15-week lead time, with construction being completed in December.

RESOLUTION:

Authorization is hereby given to administration to approve the contract with L.M. Clarke, Inc. for rehabilitation Andover Pump Station in these amounts of \$280,770.00, plus 15% contingency of \$42,115.50, for total of \$322,885.50 for rehabilitation. Funds from account 592-564-970-000 Capital Outlay.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



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

August 11, 2020

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

Attention: Jerome Bivins, Department of Public Services Director

Re: Andover Pump Station Rehabilitation 21-01_INK

Dear Mr. Bivins:

Per your request, Benesch solicited contractors for quotations for Andover Pump Station Rehabilitation. Benesch reached out to L.M. Clarke, Z. Contractors, D.V.M., and Process Piping & Equipment. Process, Piping & Equipment withdrew from placing a quote, D.V.M. did not submit a quote, and below is the list of quotes received on August 7, 2020.

	Bidder's Name	Bid	% Above Low Bid
1	L.M. Clarke Inc.	\$280,770.00	0%
2	Z. Contractors	\$308,880.00	10%
3	D.V.M.	No response	NA

All of the bid subtotals and total dollar amounts have been checked and verified for accuracy.

L.M. Clarke Inc. has been identified as the bidder under consideration for award. L.M. Clarke Inc. met all requirements of the project including bonds and is available to start immediately upon the arrival of the pumps which have roughly a 15-week lead time. This lead time is typical for this type of work due it being cost prohibitive for suppliers to maintain an inventory.

The engineer's estimate of probable construction cost is \$180,000.00. In comparison, L.M. Clarke's bid of \$280,770.00 is more than the engineer's estimate. The engineer's estimate of probable construction cost was developed using the Engineer's judgement and contacting industry professionals. The large difference can be attributed to the pumps that are specified for this job. The existing pump station's dimensions creates additional, required safety precautions due to the confined space. Furthermore, the pumps specified for this station require a unique configuration and separate cooling system. These factors attribute to a greater cost than initially estimated.

L.M. Clarke Inc. has demonstrated their ability to meet the minimum qualifications related to this work through satisfactory performance on other projects of similar type and scale.

We recommend awarding this contract to L.M. Clarke Inc. in the amount of \$280,770.00. We further recommend the City approve a 15% contingency in amount of \$42,115.50 for use at the City's discretion for unforeseen conditions related to the project.

21-01_INK

8/11/2020
Jerome Bivins, Department of Public Services Director
Page 2 of 2



If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Daniel Guastella", with a long, sweeping horizontal line extending to the right.

Alfred Benesch & Company

Daniel Guastella, P.E.
Project Engineer

CC: Darin Carrington, Inkster City Treasurer
Eric Tucker, P.E., Project Manager
File: 21-01_INK

Attachments:

21-01_INK Bid Tabulation – Andover Pump Station Rehabilitation

21-01_INK

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Inkster, whose address is 26215 Trowbridge Rd., Inkster, MI, 48141 ("Owner") and _____, whose address is _____ ("Contractor").

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or Indicated in the Contract Documents. The Work is generally described as follows:

Contractor will provide all labor, equipment, and materials for new pavement, integral curb & gutter, intersection improvements, new sidewalk, signing, pavement markings, and utility adjustments "Section IV. Request."

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, MDOT Frequently Used Specifications listed in Appendix A, and City of Inkster Standards.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 21-01_INK – Andover Pump Station Rehabilitation

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Alfred Benesch & Company
- 3.02 The Owner has retained Alfred Benesch & Company ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

- A. Contractor shall begin work under this Contract within 10 calendar days after receipt of written Notice to Proceed and shall prosecute it in such a manner as will bring the work of this contract to substantial completion within 60 calendar days. The time of beginning, rate of progress and date of completion are considered essential elements of the Contract.
- B. The Work will be substantially completed by the date outlined by Article 6 of the Bid Forms, when the Contract Times commence to run as provided in Paragraph 4.01 of the General

Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by the date outlined by Article 6 of the Bid Forms section.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in the contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety (90) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Zero (0) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less one hundred (100) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:**
 - 1. Contractor's completed Bid Form**
 - 2. This Agreement**
 - 3. General Conditions**
 - 4. Supplementary Conditions**
 - 5. Specifications as listed in the table of contents of this Project Manual.**
 - 6. Drawings (not attached but incorporated by reference) consisting of 8 sheets with each sheet bearing the following general title: 21-01_INK – Andover Pump Station Rehabilitation.**
 - 7. MDOT 2012 Standard Specifications for Construction**
 - 8. Addenda (Inclusive).**
 - 9. Exhibits to this Agreement (Inclusive)**
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:**
 - a. Notice to Proceed.**
 - b. Work Change Directives.**
 - c. Change Orders.**
 - d. Field Orders.**
- B. The documents listed in Paragraph 8.01. are attached to this Agreement (except as expressly noted otherwise above).**
- C. There are no Contract Documents other than those listed above in this Article 8 and the Project Manual.**
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.**

ARTICLE 9 – TERMINATION

9.01 *Termination for Convenience*

- A. City shall have the right to terminate this contract with or without cause, for the convenience of the City. In the event of termination for the City's convenience, compensation to the 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 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (Effective Date of the Agreement)

OWNER:

CONTRACTOR:

City of Inkster

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

26215 Trowbridge Rd

Inkster, MI 48141

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: September 2, 2020

From: Darin Carrington

Date for Council Consideration: September 8, 2020

ACTION REQUESTED: Consideration and approval of Resolution authorizing the Tax Increment Financing Authority (TIFA) to issue Refunding Bonds

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval 

BACKGROUND INFORMATION

City is proposing to issue, through TIFA, new Series 2020 Bonds to replace the prior issued Series 2010 Bonds.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The City has the opportunity to refund its outstanding Series 2010 Bonds that were issued by TIFA in 2010. Due to lower interest rates, the City will be able to realize savings on the debt service by paying off the 2010 Bonds and issuing a new series of Bonds.

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

Costs would be taken out from the proceeds of the bond sale and the projected savings

PROJECT TIME TABLE

Transaction would close in approximately 90 days.

RESOLUTION

Authorization is hereby given for the issuance of Tax Increment Refunding Bonds by the City of Inkster Tax Increment Finance Authority; pledging Limited Tax Full Faith and Credit to payment of such bonds; authorizing official statements and disclosure undertakings; and authorizing certain filings with the Michigan Department of Treasury

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**RESOLUTION AUTHORIZING ISSUANCE OF TAX INCREMENT REFUNDING BONDS BY
THE CITY OF INKSTER TAX INCREMENT FINANCE AUTHORITY; PLEDGING LIMITED
TAX FULL FAITH AND CREDIT TO PAYMENT OF SUCH BONDS; AUTHORIZING
OFFICIAL STATEMENTS AND DISCLOSURE UNDERTAKINGS; AND AUTHORIZING
CERTAIN FILINGS WITH THE MICHIGAN DEPARTMENT OF TREASURY**

CITY OF INKSTER
County of Wayne, State of Michigan

Minutes of a regular meeting of the City Council of the City of Inkster, County of Wayne, State of Michigan (the "City"), conducted electronically in conformity with Governor Whitmer's Executive Order No. 2020-154 and Executive Order 2020-165, on September 8, 2020 at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____
and supported by Member _____:

WHEREAS, the City of Inkster Tax Increment Finance Authority (the "Authority") has previously issued its Tax Increment Development Bonds (Limited Tax General Obligation), Series 2010 (Taxable-Recovery Zone Economic Development Bonds – Direct Payment) in the principal amount of \$7,660,000 (the "Prior Bonds") to finance all or a portion of the costs of (i) the acquisition, construction, improvement and equipping of municipal facilities for use by the City of Inkster, County of Wayne, State of Michigan (the "City") as the City's Justice Center, consisting of a combined facility for the City's Police Headquarters and the 22nd District Court of the State of Michigan and (ii) certain expenses relating to issuance of the Prior Bonds; and

WHEREAS, the Prior Bonds are payable in part from tax increment revenues (the "Tax Increment Revenues") received by the Authority pursuant to its Second Amended and Restated Tax Increment Financing Plan and Development Plan, established under Act 450, Public Acts of Michigan, 1980, as amended ("Act 450"); and

WHEREAS, pursuant to Section 15(2) of Act 450, as additional security, the City previously pledged its full faith and credit for the payment of the Prior Bonds; and

WHEREAS, Act 450 has been repealed and replaced in its entirety by the Recodified Tax Increment Finance Authority Act, Act 57, Public Acts of Michigan, 2018 ("Act 57"); and

WHEREAS, the Authority intends to issue its 2020 Tax Increment Refunding Bonds (Limited Tax General Obligation) pursuant to Act 57 and Act 34, Public Acts of Michigan, 2001, as amended, in

the principal amount of not to exceed Six Million Seven Hundred Fifty-Thousand Dollars (\$6,750,000) (the "Bonds"), for the purpose of refunding all or a portion of the outstanding Prior Bonds; and

WHEREAS, in order to enhance the security for the Bonds and maximize the potential for savings that may result from the refunding of all or a portion of the Prior Bonds, it is necessary for the City to pledge its full faith and credit for the payment of the Bonds pursuant to Section 315(2) of Act 57.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Limited Tax Pledge. The City hereby approves of the issuance by the Authority of the Bonds in an amount not to exceed \$6,750,000 and irrevocably pledges its full faith and credit and resources to the payment of the Bonds. If at any time the Authority's Tax Increment Revenues and other available moneys in the Debt Retirement Fund for the Bonds (as that Fund is established by the Authority under the Bond Resolution for the receipt of Tax Increment Revenues) are insufficient to pay the principal of and interest on the Bonds as the same become due, the City, upon notification by the Authority, shall as a first budget obligation advance from its general funds an amount to pay said principal and interest, or in the event of insufficiency of the City's general funds, levy ad valorem taxes on all taxable property within the boundaries of the City in an amount to pay said principal and interest, *provided* that such tax levy shall be within applicable constitutional, statutory and charter tax rate limitations.

2. Tax Covenant; Qualified Tax Exempt Obligations. The City hereby covenants that it shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, (the "Code") including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, and to prevent the Bonds from being or becoming "private activity bonds" as that term is used in Section 141 of the Code. The Bonds are hereby designated as "qualified tax exempt obligations" as defined in Section 265(b)(3)(B) of the Code for purposes of deduction of interest expenses by financial institutions pursuant to the Code.

3. Preliminary Official Statement; Official Statement. If the bonds are publicly offered, the City hereby authorizes the Authority to prepare and circulate a preliminary and final official statement in connection with the refunding bonds and, if applicable, further authorizes the Mayor, Clerk or Treasurer (each, an "Authorized Officer") to execute such official statements on behalf of the City.

4. Continuing Disclosure. If the Bonds are sold to an underwriter or if required by a purchaser of the Bonds, the City hereby covenants to comply with Securities and Exchange Commission Rule 15c2-12 (the "Rule") and shall enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds (the "Undertaking"). Each Authorized Officer is hereby authorized to execute and deliver the Undertaking after completion and modification upon the advice and recommendations of bond counsel.

5. Authorization for Further Actions; Applications. Each Authorized Officer, and other officers, agents and employees of the City, are hereby authorized and directed to take all other actions necessary or advisable to enable the issuance, sale and delivery of the Bonds. Each Authorized Officer

is hereby authorized to execute any certificates on behalf of the City necessary for the issuance of the Bonds.

Each Authorized Officer is hereby authorized to file an application with the Michigan Department of Treasury (the "Department") on behalf of the City if necessary to obtain approval of the Department to issue the Bonds and to pay the related fees, if any. Each Authorized Officer is authorized to apply for such additional approvals or waivers from the Department as may be necessary or advisable to accomplish the issuance and sale of the Bonds, including a waiver of the investment grade rating requirement and savings requirement.

6. Appointment of Bond Counsel. The appointment of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for the Bonds is hereby confirmed, notwithstanding the periodic representation by Miller, Canfield, Paddock and Stone, P.L.C., in unrelated matters of Huntington Securities, Inc. and other potential parties to the issuance of the Bonds. The fees of bond counsel shall be paid from the proceeds of the sale of the Bonds, or other money legally available therefor.

7. Appointment of Municipal Advisor. The appointment of PFM Financial Advisors, LLC as Municipal Advisor to the Authority is hereby confirmed. The fees of the Municipal Advisor shall be paid from the proceeds of the sale of the Bonds, or other money legally available therefor.

8. Conflict: Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Inkster, County of Wayne, State of Michigan, at a regular meeting held on September 8, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as temporarily modified by Governor Whitmer's Executive Order No. 2020-154 and Executive Order 2020-165, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

35783166.5\103467-00017

**Proposed Refinancing of
City of Inkster Tax Increment Financing Authority (TIFA) Series 2010 Bonds**

- This proposed transaction is for the refinancing of TIFA Series 2010 Bonds
- The bonds were issued back in 2010 to pay for the costs of the City's new Police headquarters and new District Court (i.e. Justice Center)
- The outstanding bonds (Series 2010) will be paid off with a new issue of bonds (Series 2020)
- The new Series 2020 Bonds will be sold at a lower interest rate than the outstanding Series 2010 Bonds
- The maturity date for the Series 2020 Bonds will be the same as the Series 2010 Bonds; both bonds have a maturity date in 2035
- Because of the lower interest rate, the Series 2020 Bonds will cost the City less than what would be paid on the Series 2010 Bonds
- The savings to the City will be approximately \$750,000 over the next 15 years
- City Council and the TIFA board will need to authorize the City to do this transaction
- Working with the City's financial advisor, PFM, and will hire outside attorneys, Miller Canfield, to assist with the transaction
- Fees for these advisors will come out of the bond proceeds
- We are looking to execute this transaction in November 2020 and be in a position to get some of the savings for FY 2021

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: August 31, 2020

**From: Tracy Jennings,
September 8, 2020
Special Projects**

Date for Council Consideration:

ACTION REQUESTED: Consider approval of offer to purchase (Case # LD 20-05) one (1) vacant residential lot which is located on the east side of Isabelle between Pine St. and Andover Ave. and is legally described as 36D678 LOT 678 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property I.D. 44 009 02 0678 000) in the amount of \$250.00 to Derrick Gilkey.

Current Action X **Emergency** **Future**

Funds Budgeted: If Yes X Account # 101.721.673.130 No N/A

Mayor's Approval _____

BACKGROUND INFORMATION

Derrick Gilkey has made the application to purchase residential lot which is located on the east side of Isabelle between Pine St. and Andover Ave. and is legally described as 36D678 LOT 678 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property I.D. 44 009 02 0678 000).

SCOPE OF SERVICES

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

JUSTIFICATION

The parcel is a residential lot, and the applicant owns the lot adjacent. Mr. Gilkey seeks to expand his lot.

PROJECT OR IMPROVEMENT TASK

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

COST

The applicant put in a deposit of \$100.00 and is offering the total purchase price of \$250.00.

RESOLUTION

Authorization is hereby given for the sale of one (1) vacant residential lot which is located on the east side of Isabelle between Pine St. and Andover Ave. and is legally described as 36D678 LOT 678 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR (Property I.D. 44 009 02 0678 000) in the amount of \$250.00 to Derrick Gilkey, subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$150.00), paying the cost of recording the deed (\$18.00), entering into a purchase agreement and executing a property transfer affidavit.

Finally, it is highly recommended that the applicant complete a title search of the property.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$100
Date Received 6-23-20
Case # 20-05

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Derrick Gilkey

Applicant's Address 15328 Orange Ave Apt 223 Paramount California 90723

Applicant's Phone Number: 734-578-3229

Proposed Owner's Name (as indicated on deed): SAME (Single man)

PROPERTY INFORMATION — Purchase Offer \$ 250.00

Property Location: on EAST side of Isabelle Street/Avenue

Between Pine Street/Avenue and Andover Street/Avenue

Tax ID, Legal Description, and Address if Structure 44009020678000

36D678 LOT 678 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR

Parcel Size: (Width) 33X (Length) 115 Current Zoning R

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

Summary of Proposed Use: Additional Land next to property he currently own.

Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$ 100.00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

AuthenticSign
Derrick Gilkey
Applicant's Signature

06/19/2020

Date

Broker's Name Stephanie Taylor
AuthenticSign
06/20/2020 9:47:27 PM EDT

06/20/2020



INSTRUCTIONS FOR REAL ESTATE AGENTS FOR APPLICATION TO PURCHASE CITY-OWNED PROPERTY

Step 1: Determine City ownership through the Assessor, Property Records Division, or a City of Inkster For Sale Properties list. If the property is zoned for commercial or industrial use, please contact 313-563-9760 to schedule an appointment.

Step 2: Obtain the legal description through the Assessor or Property Records Division.

Step 3: Complete the "Application to Purchase City-owned Property". (Required)

Page 1: requests information about the applicant, intended use, and the property.

Purchase Offer: Indicate the dollar amount of the offer.

Inkster City Council reserves the right to reject any Offer to Purchase.

Page 2: Letter of Good Standing.

Page 3: Affidavit to Secure Certificate of Occupancy or File Vacant Property Registration.

Required Attachments: Attach the following documents to the application –

Comparable Prices

Plat map identifying the property(s)

Aerial map identifying and outlining the property(s)

List of repairs needed

Certified check or money order in the amount required for good faith deposit listed below.

Good Faith Deposits:

☐ Vacant, residential lots – requires minimum \$100.00 deposit per lot.

☐ Vacant commercial or industrial lots – Price to be determined. Applicant must submit concept and building plans during a scheduled meeting with the Planning Division for approval of plans.

☐ Residential and commercial structures – requires a minimum of \$600.00. Application must be accompanied by concept and building plans if commercial.

NOTE: All City property is sold "AS IS"

Step 4: Submit completed application and attachments via e-mail to sjohnson@cityofinkster.com and provide original application along with attachment to the Planning Division. Applications are due by the first business day of the week of each month.

Upon receipt of completed application, a pre-sale inspection will be performed by the City. This inspection is not all-inclusive and does not include a Certificate of Occupancy. A separate inspection scheduled and paid for by the owner or purchaser will be required prior to occupancy.

A final meter read will be performed by the City after closing of the sale has been scheduled.



LETTER OF GOOD STANDING

Date: 06/20/2020

In accordance with the City of Inkster Land Sale policy designed to ensure a buyer's ability to develop, use and maintain City-owned property in a manner acceptable to the City, the City of Inkster must verify that the buyer is in "good standing". Good standing means that the buyer(s) is/are not delinquent in real or personal property taxes, water assessments or other property-related assessments with the City of Inkster. Property-related assessments may include, but are not limited to, board-up charges, clean-up charges, weed cutting charges and other miscellaneous property maintenance charges. In addition, the buyer shall not own property that is being foreclosed upon, abandoned or otherwise code-deficient and all properties owned by the buyer must have a valid certificate of occupancy. The buyer shall not own any unsafe structures and is shall not be in default of a previous Purchase Agreement with the City.

I, Derrick Gilkey (buyer's printed name), certify having read, understand and agree to the aforementioned statement on the meaning of "Good Standing."

I, *Derrick Gilkey* 06/19/2020 (buyer's signature), certify that I am in "Good Standing" with
6/19/2020 2:02:09 PM EDT



**AFFIDAVIT
TO SECURE**

FOR
4107 Isabelle (Vacant Land), INKSTER, MI
(property address)

I, ***Derrick Gilkey***, have read the requirements for the purchase
of the above-noted property and hereby agree to secure and remove any debris to
assure safety.

Derrick Gilkey
Printed Name

Investor
Title

Derrick Gilkey
Signature

06/19/2020

Derrick Gilkey
Witness

06/19/2020

CITY OF INKSTER PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this 22nd day of July, 2019, by and between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141, ("Seller") and Derrick Gilkey located at 15328 Orange Ave Apt 223 Paramount California 90723, ("Purchaser"):

The undersigned purchaser, hereby agrees to purchase the following land situated in the City of Inkster, Wayne County, Michigan described as follows: *

36D678 LOT 678 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR

Parcel ID:44009020678000

IN CONSIDERATION OF THE COVENANTS and AGREEMENTS contained in this Purchase Agreement, the parties hereto agree as follows:

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

1. All property taxes must be kept current on the Property.
2. Within 15 days of the closing, the Buyer must secure the Property and ensure that all debris, trash or other materials have been removed from the outside yard area and that the grass, yard, shrubs, plantings, etc have been trimmed or removed.
3. Within 180 days of closing, the Buyer must apply for and receive a Final Certificate of Occupancy for any structure on the property (if applicable).
4. The Property shall comply with all other local ordinances regarding property maintenance and conditions.
5. The failure of the Purchaser to comply with these conditions or to cure the default within 30 days of written notice of the failure to comply may result in the City filing a reverter action in Wayne County Circuit Court seeking to rescind the purchase and requesting that title to the Property revert to the City. In addition to losing title to the Property, the Purchaser shall forfeit the purchase price for the Property.

SALE OF PROPERTY

1. The Seller will execute a Quit Claim for the aforementioned property, within 30 days of approval by the Inkster City Council. Upon Closing of the aforesaid property, a Quit Claim Deed will be provided to the Purchaser by the Seller for recording at the Wayne County Register of Deeds at the Purchaser's expense.
2. The aforementioned property is sold in "As Is Condition" and the Seller makes no warranties, representations or guarantees as to the condition of the aforementioned property. This provision also applies to property identified as condemned, dangerous, or uninhabitable.
3. The Purchaser, at its own expense, shall be responsible for obtaining a policy of title insurance, hazard insurance and all necessary permits to bring the property into compliance with all applicable local and state laws, any and all required licenses and a Certificate of Occupancy (if required).
4. The Purchaser shall complete closing within 30 days by paying the balance of the price of the sale, paying the cost of recording the deed and executing a property transfer affidavit.

PURCHASE PRICE

1. The Purchaser shall pay the Sum of Two Hundred and fifty Dollars (\$250.00) USD for the aforesaid property, as follows:
2. Down payment of One Hundred Dollars (\$100.00) USD
3. The remainder of the purchase price of One hundred and fifty DOLLARS (\$150.00) USD shall be paid by CERTIFIED CHECK OR MONEY ORDER, made payable to: THE CITY OF INKSTER, 26215 Trowbridge, Inkster, MI 48141.

CLOSING

1. Closing on the aforesaid property shall take place at the City of Inkster offices located at 26215 Trowbridge, Inkster, MI 48141 within 30 days of Council approval of this Purchase Agreement.
2. Purchaser shall remit the balance of purchase price by CERTIFIED CHECK OR MONEY ORDER at the time of closing.

ADDITIONAL CONDITIONS (If Any):

THE EMD IS TOTALLY REFUNDABLE IF THE OFFER IS NOT ACCEPTED.

Purchasers Initials: DG

Sellers Initials: _____

PURCHASER:

By: Derrick Gilkey _____ L.S.

Derrick Gilkey L.S.

Its: investor PM EDT

Telephone No: (734) 578-3229

IN PRESENCE OF:
Murray's Real Estate Services LLC
Inkster MI 48141
Stephanie Taylor & Peggy Bishop
313 478-8526 734 306-1066

Stephanie Taylor
Dated: 03/28/2020

ACCEPTANCE TO THE OFFER ABOVE BY THE NAMED SELLER: The foregoing offer is accepted in accordance with the terms stated.

**SELLERS:
CITY OF INKSTER**

By: _____ L.S.

Its: _____

**Seller's Address: 26215 Trowbridge
Inkster, MI 48141**

Telephone No: 313-583-4232

IN PRESENCE OF:

Dated: _____

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Purchase Agreement.

Dated: _____ X _____ L.S.
Purchaser

Dated: _____ X _____ L.S.
Purchaser

NOTICE: IT IS RECOMMENDED THAT ALL PARTIES TO THIS PURCHASE AGREEMENT SEEK THE ASSISTANCE OF A LAWYER OR OTHER QUALIFIED PERSON.

MURRAY'S REAL ESTATE SERVICES LLC

HOLD HARMLESS FORM

28057 MICHIGAN AVE

INKSTER, MICHIGAN 48141

313-478-8526

CAUTION PLEASE READ AND SIGN BEFORE ENTERING

MURRAY'S REAL ESTATE SERVICES LLC. AND STEPHANIE MURRAY TAYLOR AND PEGGY BISHOP HAS INFORMED THE BUYER, SELLER, ASSIGNEE, ASSIGNOR, AND ANY INSPECTOR, CONSULTANT, CONTRACTOR AND ATTORNEY. THAT STEPHANIE TAYLOR AND PEGGY BISHOP WHO WORKS FOR MURRAY REAL ESTATE SERVICES LLC IS 'WITNESSING SIGNATURES TO AN OFFER TO PURCHASE REAL ESTATE FROM THE CITY OF INKSTER. THE BUYERS HAS BEEN TOLD TO CONSULT THEIR ATTORNEY, TITLE COMPANY, HOME OWNER ASSOCIATION, TREASURER, REGISTER DEED ASSESSMENT AT THE CITY OF INKSTER TO COMPLETE A TRANSFER AFFIDAVIT WITHIN 45 DAYS OF THIS QUIT CLAIM DEED AND OBTAIN INSURANCE, AND TITLE SEARCH AND TITLE INSURANCE TO FIND OUT IF ANY ENTITIY THAT COULD HAVE AN INTEREST OR EFFECT TO THE TRANSFER OF THIS PROPERTY. PEGGY BISHOP AND STEPHANIE TAYLOR IS NOT APART OF THIS TRANSATION AND BOTH PARTIES HOLD MURRAY'S REAL ESTATE PEGGY BISHOP AND STEPHANIE TAYLOR HARMELESS AND FREE FROM ANY LEGAL LIABILITY.

SIGNATURE  **DATE** 06/18/2020
6/18/2020 7:02:06 PM EDT

PRINT NAME  **DATE** 06/19/2020
6/19/2020 7:02:05 PM EDT

SIGNATURE _____ **DATE** _____

PRINT NAME  **DATE** _____
6/23/2020 6:37:12 PM EDT

WITNESS  **DATE** 06/23/2020
6/23/2020 6:37:13 PM EDT

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: 4107 Isabelle Street Property ID: 44809020678000
City/State/Zip: Inkster, Michigan, 48141-2117
Owner Name: City Of Inkster Lat/Long: 42.278669 / -83.321040
Taxpayer Address: 26215 Trowbridge Street Census Tract: 8708
City/State/Zip: Inkster, Michigan, 48141-2479 Block Group: 3
City/Village/Town: Inkster School District: Taylor
Subdivision: DEARBORN ACRES SUB NO 2 Property Category: Government
MLS Area: 05080 - Inkster Land Use: 703 - EXEMPT - COUNTY, CITY, TWP, VILL
Legal Description: 340678 LOT 678 DEARBORN ACRES SUB NO. 2 T2S R9E L32 P79 WCR

TransactionDesk: [Start a Transaction](#) [Start a Listing Input Form](#)
REALIST Links: [Full Report](#) [Comparables](#) [Market Trends](#) [Neighborhood Profile](#)
REMIKE Links: [Remine](#)
Data Co-op Links: [Data Co-op Tax Detail](#) [Data Co-op RealAVM](#) [Data Co-op Consolidated Report](#)
RPR Links: [RPR Detail Report](#) [RPR Complete Property Report](#)

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Amount	CVT	Tot Seasonal
2019	W	\$0.00	\$0.00	\$0.66	\$0.00	\$0.66
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.48	\$0.00	\$0.48
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.01	\$1.06	\$0.00	\$1.06
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Eq Val	Homestead %	Tot Taxes
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Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Liber/Page
WAYNE COUNTY TREASURE	TREASURER CITY OF INKST	06/06/2013	06/06/2013		QCD	90829/0713
WOJTOWICZ RAYMOND J	PRODUCT CONNECTION LLC	12/23/2003	12/19/2003	\$2,100	QCD	39616/0245

Other Recordings

Oblique	Oblique	Record Date	Doc Date	Amount	Doc Type	Liber/Page
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Characteristics

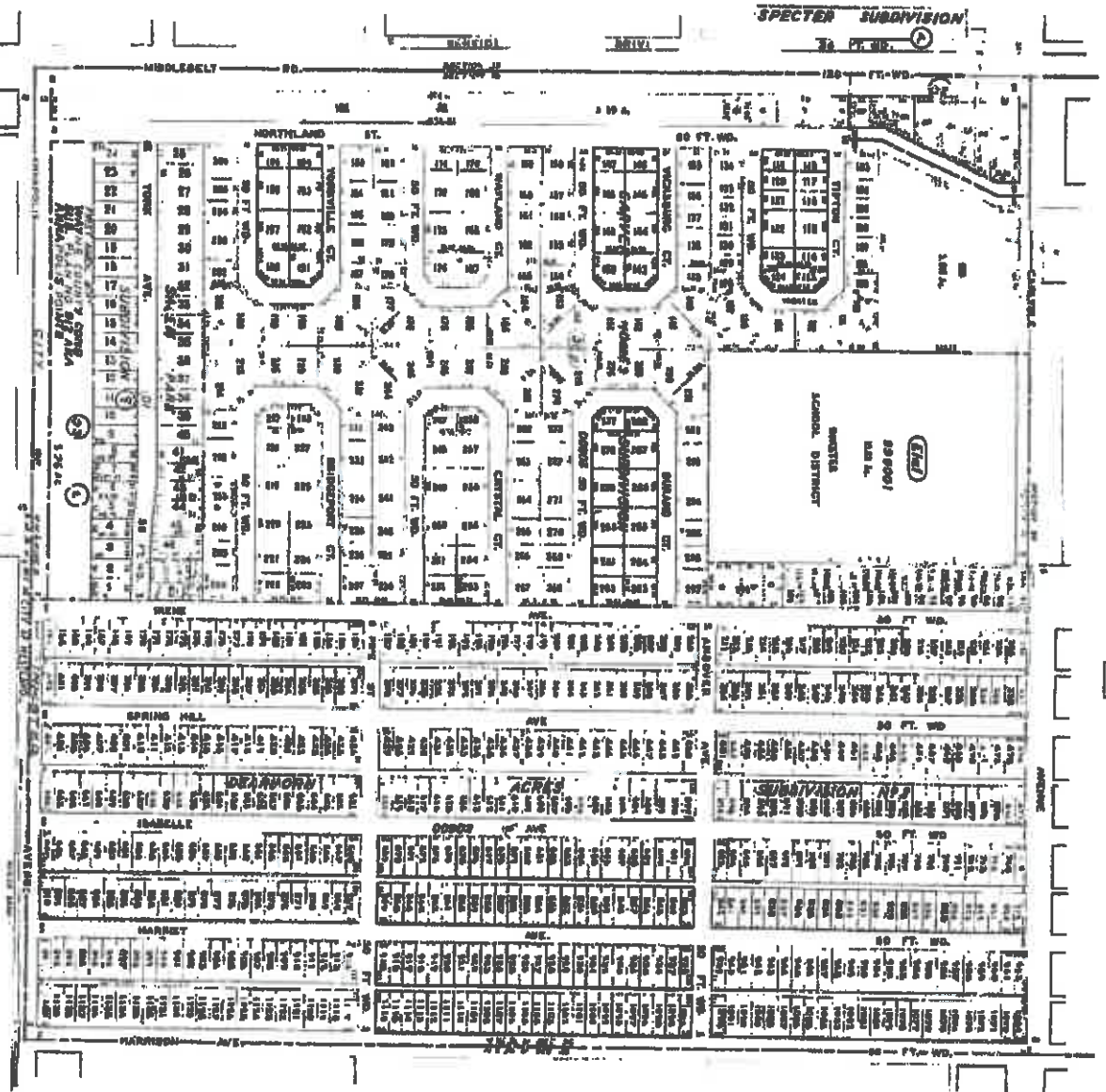
#1 Porch/Dimensions: / Storm Sewer:
#2 Porch/Dimensions: / Land Dimension: 38.00X111.00
Topography: 3877
Irregular: Acres: 0.09

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

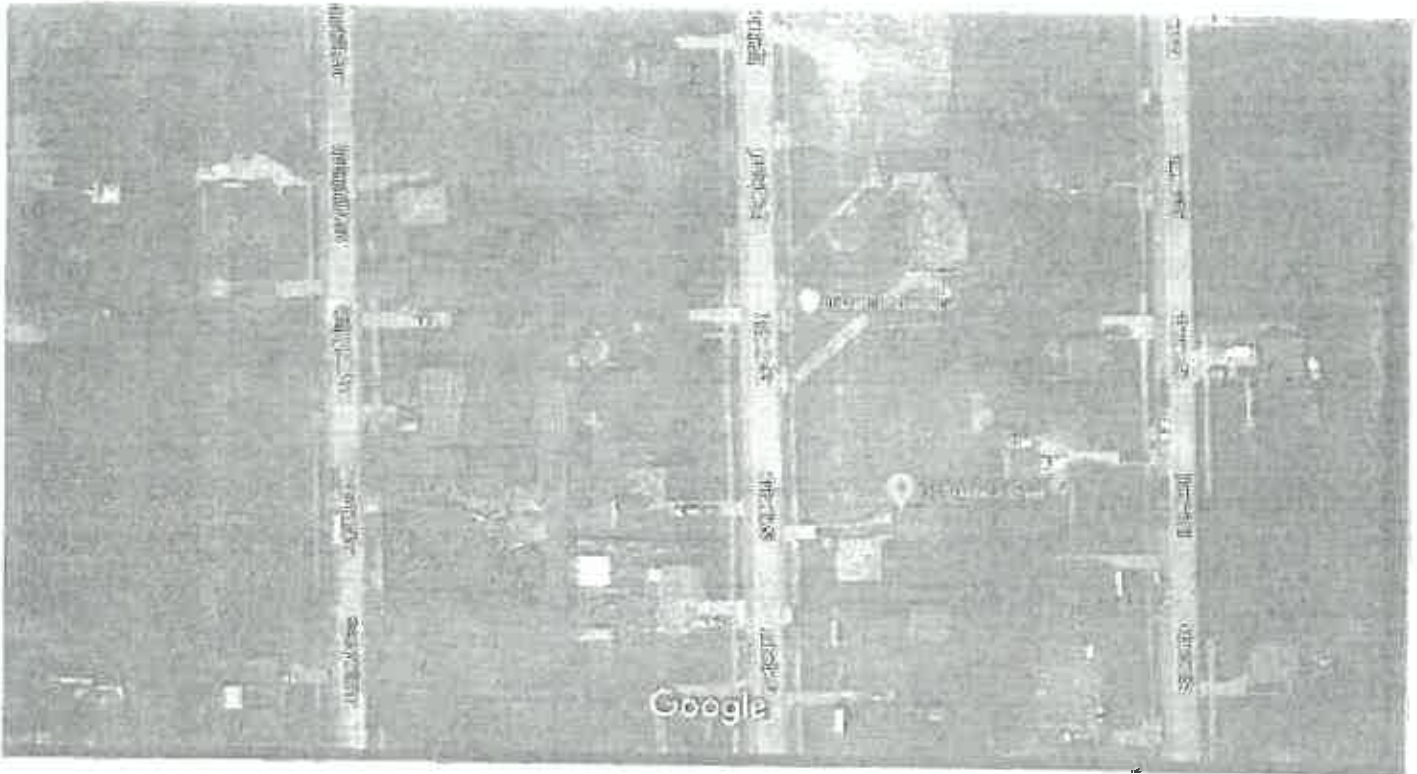
County is 'WAY - Wayne County'
Property Zip Code is '48141'
PADO Street Number is 4107
Found 2 results in 0.02 seconds.



N.W. 1/4 SECTION 3C
CITY OF INKSTER
T. 2 S. R. 9 E.
WAYNE COUNTY, MICHIGAN

DEPARTMENT OF MANAGEMENT AND BUDGET
ASSESSMENT AND EQUALIZATION DIVISION
2008 COUNTY OF WAYNE, STATE OF MICHIGAN

Google Maps 4107 Isabelle St
Aerial View



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 50 ft



4107 Isabelle St
Inkster, MI 48141



7MHH+CH Inkster, Michigan

To: Patrick Wimberly – Mayor

Date: August 17, 2020

From: Felicia Rutledge, City Clerk
Councilwoman Sandra Watley,
District III

Date for Council Consideration: August 17, 2020

ACTION REQUESTED: Consideration of approval of a resolution to establish the Inkster Risk Management Commission in compliance with the mandate and definition enumerated in the city government website.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval 

REQUEST FOR COUNCIL ACTION

BACKGROUND INFORMATION

The City of Inkster at one time included a Risk Management officer to guide and advise of potential liabilities within the city. 2008 was the last time the city employed personnel in the form of Fred Hill as Liability and Safety Specialist. It is essential that the city once again begin the not only minimize liability but to eliminate same through prevention mechanisms and consistent monitoring as will be provided by the establishment of the Inkster Risk Management Commission.

SCOPE OF SERVICES

Assessment of all City contracts, departments and properties to determine potential liabilities and minimize or remove same

<https://www.youtube.com/watch?v=8w7k09YFd3Y&feature=youtu.be>

JUSTIFICATION

Needed evaluation of city owned and operated entities as well as documentation and negotiation of favorable alliances with various service providers.

PROJECT OR IMPROVEMENT TASKS

Reduce, minimize and eliminate city exposure to liability. To provide comprehensive reporting of findings on a basis determine by magnitude of assignment

COSTS

None

PROJECT TIME TABLE

Continual

RESOLUTION

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

ESTABLISHMENT OF THE INKSTER RISK MANAGEMENT COMMISSION

Be it resolved that the City of Inkster establishes the Risk Management Commission to comply with Inkster's current description and definition as stated within the government provisions:

Risk Management is the process of protecting our organization from financial harm by identifying, analyzing, financing and controlling risk at the lowest possible cost. Effective Risk Management is a progression of actions that are taken with the purpose of minimizing losses or injuries within the organization.

The mission of the City of Inkster Risk Management Department is to provide competitive benefit and risk management programs that support achievement, high performing workforce and effective and efficient operations. Our goal is to minimize the adverse effects of unpredictable events.

Be it resolved that the Risk Management Commission will be as specific and detailed as possible with the offered solutions. Inclusive of written reports where applicable.

Whereas the Risk Commission will be accorded the ability without stricture when accumulating the required data to provide accuracy.

Observing the need for independent action to exhibit transparency, this commission's chair shall report to City Council.

MEMBER COMPONENT

Whereas its' compliment of members shall consist of person(s) from the following areas: City Council, Human Resources, Ordinance, Police, Zoning and the Community.

Whereas its' members shall serve in perpetuity until no longer available at which time the remaining members shall select a replacement.

Whereas its' Community member shall be an active participant with previous documented city involvement.

AUTHORIZATION(S)

Authority is hereby given to the Risk Management Chair to access the following information for the accurate review assessment of city liability.

City Administration

City Attorney

City Departments

Close session meetings following the signing of a Non-Disclosure Agreement (NDA)

City Contracts

And all areas where the potential of city liability is possible.

Let it be Resolved that the City of Inkster and the City Council adopts this resolution in support of establishing the Risk Management Commission to assess city liabilities and address the needs of current infrastructure deficiencies.

MOVED BY: _____

SECOND BY: _____

YEAS: NAYS: ABSENT: VOTE:

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: September 2, 2020

**From: Kaitlyn Hines,
Planning Director**

Date for Council Consideration: September 8, 2020

ACTION REQUESTED: Consider approval of offer to purchase (Case # LD 20-09) one (1) commercial building, which is located on the east side of Inkster Rd. between Lehigh Ave. and Hopkins Ave. and is legally described as 31F1435 TO 1439 LOTS 1435 TO 1439 INCL WATSONIA PARK SUB NO. 2 T2S R10E L55 P9 WCR (Property I.D. 44 025 02 1435 000), or 4437 Inkster Rd., in the amount of \$12,582.00 to Alice's Creative Childcare.

Current Action X Emergency Future

Funds Budgeted: If Yes X Account # 101.721.673.130 No N/A

Mayor's Approval Poh

BACKGROUND INFORMATION

Alice's Creative Childcare has made the application to purchase (Case # LD 20-09) one (1) commercial building, which is located on the east side of Inkster Rd. between Lehigh Ave. and Hopkins Ave. and is legally described as 31F1435 TO 1439 LOTS 1435 TO 1439 INCL WATSONIA PARK SUB NO. 2 T2S R10E L55 P9 WCR (Property I.D. 44 025 02 1435 000), 4437 Inkster Rd. The building was foreclosed by the County in 2017 and the City received the property in 2018. The City has had a Request for Proposals to purchase this building for redevelopment. Alice's Creative Childcare & Outreach Center, is a non-profit/ tax exempt organization will provide affordable childcare to working and needy families in the community. They will also help underprivileged and troubled teens with social programs to enhance their skills and ability to cope with life events and build a better future for themselves.

SCOPE OF SERVICES

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

JUSTIFICATION

The parcel is located in the B-2, Thoroughfare Mixed Use District, and is in need of rehabilitation.

PROJECT OR IMPROVEMENT TASK

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

COST

The applicant is offering the total purchase price of \$12,582.00. This includes the \$1,000 admin fee.

RESOLUTION

Authorization is hereby given for the sale of (Case # LD 20-09) one (1) commercial building, which is located on the east side of Inkster Rd. between Lehigh Ave. and Hopkins Ave. and is legally described as 31F1435 TO 1439 LOTS 1435 TO 1439 INCL WATSONIA PARK SUB NO. 2 T2S R10E L55 P9 WCR (Property I.D. 44 025 02 1435 000), also known as 4437 Inkster Rd., to Alice's Creative Child Center subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$12,582.00), paying the cost of recording the deed (\$18.00), entering into a purchase agreement and executing a property transfer affidavit.

Finally, it is highly recommended that the applicant complete a title search of the property.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



REQUEST FOR PROPOSALS BUILDING REDEVELOPMENT

PROJECT SCOPE & TIMELINE:

The City of Inkster is soliciting proposals from qualified developers and business owners to develop two structures within the city: 4437 Inkster Rd., and 25910 Michigan Ave. The City is requesting formal proposals to redevelop the buildings into a more productive use.

The objective of this Request for Proposal is to lease or purchase these buildings from the City and redevelop them to help revitalize their corresponding districts. The proposed uses for these buildings must take into account the City of Inkster Master Plan and corresponding zoning districts.

CITY CONTACT:

Kaitlyn Hines– Community Planner
313-563-9760
khines@cityofinkster.com

PROPOSAL SUBMITTAL DEADLINE & PROCESS:

A walkthrough of the 2 buildings can be scheduled as needed.

An electronic copy of the proposed use must be received via email at khines@cityofinkster.com. Proposals will be reviewed by an evaluation committee from various City departments and final approval will be given by City Council. Applications will be accepted on a rolling basis.

SCOPE OF SERVICES REQUESTED:

Purchase/lease and redevelopment of the following buildings:

4437 Inkster

Parcel I.D.: 44025021435000
B-2 Thoroughfare Mixed-Use District
-Year Built: 1973
-Total Sq. ft.: 2,204
-Cost \$12,582.00

25910 Michigan Ave

Parcel I.D.: 44019012129 000
B-3 General Business District
-Year Built: 1959
-Total Sq. ft.: 13,598
-Cost \$30,997.00

SELECTION CRITERIA:

1. Experience as related to redevelopment and revitalization.
2. Documented prior experience in handling project(s) of similar size and scope;
3. Meets qualifications set forth in this RFP.



PROPOSAL REQUIREMENTS:

1. Firm name, address, primary contact person, telephone and e-mail contact information. Name and address of all developer/investor parties.
2. Detailed description of the proposal.
3. Legal status of investor/developer.
4. Statement of any known conflicts of interest by members of the project team with the City, its officials and professional staff.

STANDARD TERMS AND CONDITIONS:

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms/individuals submitting proposals. Issuance of this RFP does not obligate the City to pay any costs incurred by a respondent in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP. The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the proposal with the lowest consultant fee; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposal. The City Council has the ultimate authority to approve any proposal and to authorize execution of the Agreement.

BUSINESS PLAN PROPOSAL

Marcea White
Founder/CEO
Alice's Creative Childcare & Outreach Center
6970 N. Vernon
Dearborn Heights, MI 48187
1 (803)800-8630

ALICE'S CREATIVE CHILDCARE & OUTREACH CENTER INVESTORS/ PROJECT TEAM

Marcea White –Investor/ Project Manager
6970 Vernon Dearborn Heights, MI 48127
1 (803) 800-8630
Marwhite57@gmail.com

Deshonda M. Wright- Investor / Project Sponsor
7904 Mead Dearborn MI 48126
1 (313)454-7736
dmichellewright8@gmail.com

Denise Johnson – Investor/ Project Sponsor
9223 W. Pickwick Taylor, MI 48180
1 (313) 286-6542
diamondlondon34@yahoo.com

PROPOSAL SUMMARY

Alice's Creative Childcare & Outreach Center, a non-profit/ tax exempt organization will provide affordable childcare to working and needed families in the community. We will also help underprivileged and troubled teens with social programs to enhance their skills and ability to cope with life events and build a better future for themselves.

DEVELOPMENT SCHEDULE AND TIME FRAME

The building is in need of major renovations. Our estimated time frame to complete total renovations will be within a four month time frame.

1. Our first steps would be cleaning inside and outside of the property and getting any necessary inspections completed. We anticipate this to be completed in a one week time frame.
2. Once the building has been cleaned and inspected the plumbing and electrical installation began. We anticipate this to be completed within a two week time frame.
3. Following electrical and plumbing installation; walls, doors, windows, ceilings and shelving will be installed and painted. We anticipate this to be completed within a three week time frame.
4. The installation of floors throughout the building will be completed next. We anticipate this to be completed within a one week time frame.
5. Painting the outside structure and resurfacing of the playground will be the final step. We anticipate this to be completed within a one week time frame.

BUSINESS DESCRIPTION

Alice's Creative Childcare & Outreach Center will create a safe learning environment for the children under its care. Our programs will include arts and crafts, tutoring, career counseling, computer, leadership skills and social skills for children and youths in need. Parents are provided with important information to obtain resources for any programs they may need.

VISION

To make affordable childcare to families and to create a safe learning place for troubled teenage girls to go.

TARGET AUDIENCE

Users of this service will be mostly low income parents and teenage girls. These days, many parents are working low income jobs to make ends meet. The high cost of childcare may be beyond what they could afford and some may be leaving kids at home alone or in unsafe environments. They will benefit from our services since our cost will be affordable and we will ensure the safety of their kids. Sex trafficking, drug abuse and teenage pregnancies are some of the issues teenage girls may need help with and can benefit from our life coaching programs.

GOAL

To maintain affordable childcare costs for low income families over the next 5 to 10 years. To increase our customers capacity 30% each year while maintaining already established clients.

ZONING

There should be no issues in regards to complying with local zoning laws as this building has been zoned/ licensed for a childcare center in previous years.

EMPLOYMENT OPPORTUNITIES

At the start of business there will be six full time as well as six part time positions to be filled. Once we reach our capacity of children there will be four more full/part time positions to be filled.

Initial Costs in 1st Year

Infrastructure	\$75,000
Tech Staff	\$50,000
Programming	\$100,000
Marketing	\$10,000

REVENUE MODEL

Fees are charged at a rate of \$140.00 per infant per week. \$130.00 per toddler per week. \$120.00 per child over 4 years of age. Latch key/drop in care fees will be \$6.00- \$8.00 per hour.

ESTIMATED GROWTH FIRST YEAR

40 customers

FUTURE DEVELOPMENT

To develop a summer camp to give the children in the community a place to go for fun during the summer.

4437 Inkster Rd

Parcel I.D: 44025021435000

B-2 Thoroughfare Mixed-Use District

Year Built: 1973

Total Sq. ft.: 2,204

Cost \$12,582.00

For further details and partnership information, please contact:

Marcea White

Founder/CEO

Alice's Creative Childcare & Outreach Center

Dearborn, Hts. MI

1 (803)800-8630