July 6, 2020
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

4. Public Hearing
5. **Consent Agenda**

   A. June 15, 2020 Regular (Virtual) City Council Meeting Minutes.  
   B. June 23, 2020 Special (Virtual) City Council Meeting Minutes.

6. **Boards and Commissions**

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

7. **Previous Business**

8. **Ordinance(s)**

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

9. **New Business**

   A. Discussion/Action: (Phineas Cody) Consideration and approval for the Mayor to enter into an agreement with Ecosphere for the installation of Ubiquiti network hardware city wide. Such an agreement would optimize network security, connectivity and telecommunications in support of files, emails and voip. 

   B. Discussion/Action: (Special Projects Director) 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 $1.00 to Platinum Acquisitions.

   C. Discussion/Action: (Adrianna Jordan) Consider approval of Special Land Use (SLU 19-26) for a proposed Adult Foster Care Facility to be located at 3041 John Daly between Yale and Norfolk in the R-1B, One-Family Residential District with the conditions noted per the recommendation of the Planning Commission. Steven Flum is the applicant.

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**
June 15, 2020
Regular 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, June 15, 2020

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

Call Meeting to Order

Mayor Wimberly called the meeting to order at 7:06 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 with the addition of Item “A” under presentations.
Resolution 06-20- 60COV - Motion carried.

Presentations/Discussion

A. Presentation on HR Resolution 6422 – Mr. Rosenblatt

Public Hearings

A. A public hearing on the FY20/21 City of Inkster Budget and proposed water/sewage rates.

Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard to OPEN the public hearing for the FY20/21 City of Inkster Budget and proposed water/sewage rates.
Resolution 06-20-61COV – Motion carried.

- **Yvette Brock** – Asked if the money received from the businesses in the city would be placed in the budget as a gift. She further stated if so, how does the city plan to use the money?
- **Shirley Hankerson** – She asked if the one hundred thousand dollars would be used to sponsor a police officer or a firefighter.
- **Yvette Brock** – Asked if the category of Professional Development was under every department.
Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard to *CLOSE* the public hearing for the FY20/21 City of Inkster Budget and proposed water/sewage rates. Resolution 06-20-62COV – Motion carried.

**Consent Agenda**

A. June 15, 2020 Regular (Virtual) City Council Meeting Minutes.
B. Allen Brother’s and Attorney’s PLLC Invoice $31,950.00

Moved by Mayor Pro-Tem Howard, Seconded by Councilmember Williams to approve the Consent Agenda. Resolution 06-20-63COV - Motion carried.

**ROLL CALL VOTE:**

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

**Boards and Commission**

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

**Previous Business**

**Ordinance(s)**

A. First Reading(s)

B. Second Reading(s)

**New Business**

A. Discussion/Action: (City Council) Consideration and approval of HR. 6422 Resolution in support of the need to build infrastructure, support creating great paying jobs, and support actions.

Moved by Councilmember Williams, Seconded by Councilmember Shaw to approve of HR. 6422 Resolution in support of the need to build infrastructure, support creating great paying jobs, and support actions. Resolution 06-20-64COV – Motion carried

**ROLL CALL VOTE:**

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

B. Discussion/Action: (Darin Carrington) Adoption of the FY20/21 General and special appropriations ACT Resolution and Budgets.
Moved by Councilmember Shaw, Seconded by Councilmember Chisholm
to **TABLE** the FY20/21 General and special appropriations ACT Resolution and
Budgets.
Resolution 06-20-65COV – Motion carried

C. Discussion/Action (Jerome Bivins) Consideration accepting the quote from Century Cement
Company, Inc. to repair asphalt sections along the pathway, a swale in Colonial Par, and
bollards at Justice Court. The cost is $29,450.00 plus 12% contingency cost of $3,534.00
totaling funds requested for $32,984.00

Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Howard
to approve accepting the quote from Century Cement Company, Inc. to repair
asphalt sections along the pathway, a swale in Colonial Par, and bollards at
Justice Court. The cost is $29,450.00 plus 12% contingency cost of $3,534.00
totaling funds requested for $32,984.00
Resolution 06-20-66COV – Motion carried

D. Discussion/Action (City Council) To Vote In accordance with the vote taken in closed session
(Bevins)

Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Howard
to vote in accordance with the vote taken in closed session (Bevins).
Resolution 06-20-67COV – Motion carried

**Public Participation**

- **Connie Mitchell** – On the evening of the mayoral debate moderated by Fox 2-Detroit’s Charlie
  Langdon, now Mayor Wimberly made a promise that if elected Mayor he would take a pay cut.
  According to the proposed July 1, 2020-June 30, 2021 Fiscal year budget, I do not see any
  indication that this has happened. Mayor Wimberly has stated that the city of Inkster is in deficit
  spending and lay-offs and cuts may have to be done. Will he be keeping the promise he publicly
  made to the citizens of Inkster to take a salary cut?
- **Yvette Brock** – Stated that the street light assessment is not ideal, but that residents can
  handle the water increase. She said the city is paying for lawsuits on the tax roll and do not want
  another tax added.
- **Barbara Albert** – Stated Middle Manor Block club would like to do a car parade in celebration of
  Juneteenth. She stated the parade would take place from Inkster complex to Parkwood. She
  asked if the streets could be blocked off.
- **Ebony Derrl** – Asked if her street could be blocked off for her neighbors and her to have an
  Juneteenth celebration. She requested of the street could be blocked from 10:30 a.m. until 8:00
  p.m.

**City Clerk**

- Stated to residents that the AV Applications need to be complete with signature and a box checked
  with for what ballot the resident would like to receive.

**City Treasurer**

Inkster City Council Meeting
June 1 2020-COV
Mayor and Council

CLOSED SESSION

Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Howard to go into closed session to discuss litigation at 9:23 p.m.

**ROLL CALL VOTE:**

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<th>Councilmember</th>
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<tr>
<td>Councilmember Chisholm</td>
<td>Yea</td>
<td>Councilmember Shaw</td>
<td>Yea</td>
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<tr>
<td>Councilmember Washington</td>
<td>Yea</td>
<td>Councilmember Williams</td>
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<td>Councilmember Howard</td>
<td>Yea</td>
<td>Councilmember Watley</td>
<td>Yea</td>
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Adjournment

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

By Councilmember Williams, Seconded by Councilmember Shaw carried, to conclude

the Regular Virtual City Council meeting of June 15, 2020 was adjourned at 9:25PM.

Felicia Rutledge, City Clerk

City of Inkster
June 23, 2020
Special City Council Meeting – 6:00 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 Tuesday, June 23, 2020 Special Meeting.

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

Call Meeting to Order

Mayor Wimberly called the meeting to order at 6:06 p.m.

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 Williams, Seconded by Councilmember Chisholm to approve the agenda. Resolution 06-20-68COVSP - Motion carried.

New Business

A. Discussion/Action: (City Council Consideration and approval of the Fiscal Year 2020-21 Adopted Budget, General and Special Appropriations Act Resolutions, Budgets and water and sewage rates. (REMOVE FROM THE TABLE)

Moved by Councilmember Chisholm, Seconded by Councilmember Washington to approve to REMOVE FROM THE TABLE consideration and approval of the Fiscal Year 2020-21 Adopted Budget, General and Special Appropriations Act Resolutions, Budgets and water and sewage rates. Resolution 06-20-69COVSP – Motion carried

ROLL CALL VOTE: (Remove from the Table)
Councilmember Shaw Yea Councilmember Washington Yea
Councilmember Chisholm Yea Councilmember Watley Yea
Councilmember Williams Yea

Moved by Councilmember Shaw, Seconded by Councilmember Washington to approve of the Fiscal Year 2020-21 Adopted Budget, General and Special Appropriations Act Resolutions, Budgets and water and sewage rates with the addition of $100,000 Street Light Assessment and $500,000 added into budget for Marijuana donations/contributions. Resolution 06-20-70COVSP – Motion carried
ROLL CALL VOTE:
Councilmember Washington  Yea  Councilmember Watley  Yea
Councilmember Williams  Yea  Councilmember Shaw  Yea
Councilmember Chisholm  Yea  Councilmember Howard  Yea

B. Discussion/Action: (William Riley) Consideration and approval by Mayor and Council to accept the grant through the Detroit Mental Health Authority to employ youth workers ages 14-24 to assist as youth workers in various departments for the 2020 calendar year cycle.

Moved by Councilmember Williams, Seconded by Councilmember Shaw
Consideration and approval by Mayor and Council to accept the grant through the Detroit Mental Health Authority to employ youth workers ages 14-24 to assist as youth workers in various departments for the 2020 calendar year cycle.
Resolution 06-20-71COVSP—Motion carried

ROLL CALL VOTE:
Councilmember Chisholm  Yea  Councilmember Shaw  Yea
Councilmember Washington  Yea  Councilmember Williams  Yea
Councilmember Howard  Yea  Councilmember Watley  Yea

Public Participation
- No public participation.

Closed Session
- No closed session.

Mayor and Council
- Councilmember Williams — Thanked Chief Riley and Mr. Blivins for the work done in District 1.
- Mayor Wimberly — Stated residents should complete their Census because it helps with funding to the city. He further stated he has asked to meet with City Council members one on one. He stated some have responded for appoints and for those that have not, please get on his schedule. He gave his condolences for the accident that happened on Saturday June 20, 2020.

Adjournment
There being no further business to come before Council, on a motion duly made
By Councilmember Shaw, Seconded by Councilmember Williams carried, to conclude
the Special Virtual City Council meeting of June 23, 2020 was adjourned at 7:43 PM.
Felicia Rutledge, City Clerk
City of Inkster
# July 6, 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

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<th>Name</th>
<th>Tenure</th>
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<td>Denise Champagne, Proj Dir.</td>
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<td>- (Ex-Officio Member)</td>
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<td>Rochelle Wells</td>
<td>Exp. 8/08/20</td>
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<td>Doris Horne</td>
<td>Exp. 08/06/20</td>
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<td>Henry Wade</td>
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<td>Toni Bailey</td>
<td>Exp. 07/15/21</td>
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<td>Roosevelt Stubbs</td>
<td>Exp. 04/15/2021</td>
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<td>Gabe Henderson</td>
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<td>Jean Liddell</td>
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<td>Iris Long</td>
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<td>Debra Owens</td>
<td>Exp. 05/21/20</td>
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<td>Chuck Coleman</td>
<td>Exp. 08/20/20</td>
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## BOARD OF REVIEW

**[MEETINGS: March, July and December]**  
Annual Appointment  
3 Members  
Charter Provision and State Law

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<thead>
<tr>
<th>Name</th>
<th>Clerk of the Board – Non Voting</th>
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<td>WCA Assessing</td>
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<td>William Miller</td>
<td>Exp. 01/06/21</td>
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<td>Lenoria Warmack</td>
<td>Exp. 12/16/20</td>
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<td>Ned Sanders</td>
<td>Exp. 02/03/21</td>
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<td>Peggy Bishop (Alternate)</td>
<td>Exp. 10/7/2020</td>
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## BEAUTIFICATION COMMITTEE

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

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<th>Name</th>
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<td>Toni Bailey</td>
<td>Exp. 07/16/20</td>
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<td>Kathleen Gibbs</td>
<td>Exp. 01/21/22</td>
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<td>Gabe Henderson</td>
<td>Exp. 02/18/21</td>
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<td>Avis Love</td>
<td>Exp. 01/06/22</td>
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<td>George Williams</td>
<td>Exp. 11/6/19 — Expired</td>
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<td>Lenoria Warmack</td>
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July 6, 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  Exp. 12/31/05
Hersey Bryant, (C)  Exp. 12/31/00
Horace Wells  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  Ex. Officio  Exp. 01/17/20-Expired
Troy Seaton  Dist. 1  Exp. 01/17/20
Phineas Cody  Dist. 3  Exp. 10/07/22
Octavia Smith  Dist. 4  Exp. 07/03/20
Thelma Jeen Overman  Dist. 5  Exp. 02/06/20
Connie R. Mitchell  Dist. 6  Exp. 02/04/22
Sandra Watley  Mayoral  Exp. 01/06/23
Steven Chisholm  At-Large  Exp. 01/17/20-Expired

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)  Exp. Tenure
Deborah Owens (General Member)  Exp. 01/22 (2 Year Term
Guy Borrusch General Member)  Exp. 01/23 (3 Year Term)
Tom Michelli (Contractor)  Exp. 01/20 (3 Year Term)-RESIGNED
James Garrett (Engineer)  Exp. 01/21
Charles Rizzo (Alternate)
<table>
<thead>
<tr>
<th>Board Name</th>
<th>Term</th>
<th>Members</th>
<th>Ordinance</th>
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<tbody>
<tr>
<td>CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD</td>
<td>3 Year Term</td>
<td>3</td>
<td>Shirley Hankerson</td>
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<td>4 Year Term</td>
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<td>ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)</td>
<td>6 Year Term</td>
<td>11</td>
<td>Bishop Walter Starghill, Jr.</td>
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<td>Mary Welsio</td>
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<td>4</td>
<td>Walter Bays (Elec. Cont.)</td>
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<td>Andrew Hughes (Adm. Official)</td>
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<td>Carlton Troutesaud (Rep. of Detroit Edison)</td>
</tr>
</tbody>
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ELECTION COMMISSION
[Per the City Charter; Chapter 4; Section 4.1]
4 Year Term

Council Member (most votes) Kim Howard
City Attorney Tenure:
City Clerk Tenure:
LaGina Washington (Mayor and Council appointee) 12/22 – will need to resign
Ruth E. Williams 02/24

HOUSING AND REDEVELOPMENT
[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]
5 Year Term 5 Members State Law and Ordinance 99

Will Miller Exp. 02/25
Mable Stroman Exp. 3/22
Ellis Clifton Exp. 5/24
DeSalla Scott Exp. 9/20 (Resident Housing)
Yvette Brock Exp. 10/24

INKSTER HISTORICAL COMMISSION
[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]
2 Year Term 7 Members State Law and Ordinance 196

Theola Jones Dist. 1 Exp. 02/06/19- Expired
Rhoda Littles Dist. 2 Exp. 10/24/21
Ruth E. Williams Dist. 3 Exp. 02/06/18 – Expired
Vacant Dist. 4
Vacant Dist. 5
June Liddell Dist. 6 Exp. 10/21/21
George Mitchell Exp. 10/21/21
Gabe Henderson Dist. ??? Exp. 08/20/20

LIBRARY BOARD 4 year term -Elected

Michael Wells Exp. 2023
Timothy Williams Exp. 2023
DeAndra Crystal-Rikay Watley Exp. 2023
Stephanie Abernathy-Lane Exp. 2023
Doyse A. Thompson Exp. 2023
Ruth E. Williams Exp. 2023

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE
[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]
2 Year Term 7 Members Ordinance: 603

Neil Harrison Dist. 1 Exp. 3/21/18-Expired
Curtistine Barge Dist. 2 Exp. 1/20/18-Expired
Brittni Ablolu Dist. 3 Exp. 3/7/18-Expired
Olubusi B. Ajetunmobi Dist. 4 Exp. 1/20/18-Expired
Vacant Dist. 5
Barbara Cooper Dist. 6 Exp. 5/2/18-Expired
Marie Jenkins Mayoral Exp. 1/20/18-Expired
July 6, 2020 (Virtual Meeting)

**LOCAL OFFICERS COMPENSATION COMMISSION**
[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

<table>
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<tr>
<th>7 Year Term</th>
<th>7 Members</th>
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<tr>
<td>Thelma Jean Overman</td>
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<tr>
<td>Debra Owens</td>
<td>Exp. 10/17/2023</td>
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<tr>
<td>Ann Gross</td>
<td>Exp. 12/5/2023</td>
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<tr>
<td>Ronald Johnson</td>
<td>Exp. 12/16/2026</td>
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<tr>
<td>Courtney Owens</td>
<td>Exp. 01/03/2024</td>
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<tr>
<td>Aaron Sims</td>
<td></td>
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</tbody>
</table>

**PARKS AND RECREATION COMMISSION**
[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

<table>
<thead>
<tr>
<th>2 Year Term</th>
<th>9 Members</th>
<th>Ordinances: 493 &amp; 551</th>
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<tbody>
<tr>
<td><strong>VACANT</strong></td>
<td>Dist. 1</td>
<td>Exp. 03/20/19</td>
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<tr>
<td>Opal Nolen</td>
<td>Dist. 2</td>
<td>Exp. 11/8/19 - Expired</td>
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<tr>
<td>Tania James</td>
<td>Dist. 3</td>
<td>Exp. 04/01/21</td>
</tr>
<tr>
<td>LaWanna Abney-Mitchell</td>
<td>Dist. 4</td>
<td>Exp. 02/17/22</td>
</tr>
<tr>
<td><strong>VACANT</strong></td>
<td>Dist. 5</td>
<td>Exp. 02/19/20</td>
</tr>
<tr>
<td>Connie R. Mitchell</td>
<td>Dist. 6</td>
<td>Exp. 11/19/21</td>
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<tr>
<td>Ashwanna Butts</td>
<td>Mayoral</td>
<td>Exp. 01/21/22</td>
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<tr>
<td>Shirley Hankerson</td>
<td>Mayoral</td>
<td>Exp. 04/15/21</td>
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<td>Ned Sanders</td>
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**PARKS AND RECREATION YOUTH COMMISSION**

<table>
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<th>2 Year Term</th>
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<tbody>
<tr>
<td>Alisa Todd</td>
<td>Dist. 1</td>
</tr>
<tr>
<td>Katrina Coats</td>
<td>Dist. 2</td>
</tr>
<tr>
<td>Zeavean Johnson</td>
<td>Dist. 3</td>
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<tr>
<td>William Grubbs</td>
<td>Dist. 4</td>
</tr>
<tr>
<td>Taylor Todd</td>
<td>Dist. 5</td>
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<tr>
<td>Demon Zimmerman</td>
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<tr>
<td>Twain Smith</td>
<td>Mayoral</td>
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**PLANNING COMMISSION**
[MEETINGS: Fourth Monday of each month at 6:00 p.m., City Council Chambers]

<table>
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<tr>
<th>3 Year Term</th>
<th>9 Members</th>
<th>State Law and Ordinance 33</th>
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<tr>
<td>Patrick Wimberly (Mayor)</td>
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<td>Tenure</td>
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<tr>
<td>Darryl Davis (City appointee)</td>
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<td>Exp. 3/22</td>
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<tr>
<td>Tonia Williams</td>
<td></td>
<td>Exp. 02/23</td>
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<tr>
<td>Mack Willis</td>
<td></td>
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<tr>
<td><strong>James Garrett</strong></td>
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<td>Exp. 09/20 -RESIGNED</td>
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<tr>
<td>William Ratliff (Vice-Chair)</td>
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<tr>
<td>Lynette Cain (Secretary)</td>
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<td>Exp. 07/22</td>
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<tr>
<td>Steven Chisholm (Chair)</td>
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<td>Exp. 07/22</td>
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<tr>
<td>Kim Faison</td>
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<td>Exp. 01/21</td>
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**POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES**
[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]

<table>
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<tr>
<th>2 Year Term</th>
<th>5 Members</th>
<th>Charter</th>
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<tbody>
<tr>
<td>Lorenzo A. Moner, Jr.</td>
<td>Mayoral</td>
<td>Exp. 12/19</td>
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<tr>
<td>Barry O'Bryan</td>
<td>Police Rep</td>
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<tr>
<td>Jason Kaye</td>
<td>Fire Rep</td>
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<tr>
<td>Sandra K. Watley</td>
<td>City Council Rep</td>
<td>Exp. 12/20</td>
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</table>
July 6, 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
Carl Woods
Ann Coleman
Courtney Owens
Councilmember Williams
Marcus Hendricks
Dennis Welso

App. 01/07/13
App. 01/07/13
App. 01/07/13
App. 01/07/13
App. 02/04/13
App. 02/18/13
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
Clarence Oden, Jr. (VC)
James Cross
Roosevelt Stubbs (S)
Vonola Williams
Norma McDaniel
Teresa Patton
Mac Willis
Dorsey Williams

Dist. 1
Dist. 2
Dist. 3
Dist. 4
Dist. 5
Dist. 6

Exp. 12/16/22
Exp. 04/03/20
Exp. 07/01/16 Expired
Exp. 08/21/20
Exp. 02/06/20
Exp. 12/16/22
Exp. 08/06/21
Exp. 11/05/21
Exp. 07/1/22

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

Mayor Patrick Wimberly
Denise Champagne, Community Appointee

Exp. (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
Avis Love
Rerhl Onomake
Vacant
Charline Kennedy
Mary Weislow (Treasurer)

Tenure
Exp. 03/20/23
Exp. 03/16/21
Exp.
Exp. 02/20/21
Exp. 06/06/22
Exp. 05/18/21

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July 6, 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

<table>
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<tr>
<th>Name</th>
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<tr>
<td>Timothy Williams</td>
<td>City Council</td>
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<tr>
<td>Darin Carrington</td>
<td>Treasurer</td>
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<td>Vacant Community</td>
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<td>Tonia C. Williams</td>
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<td>Vacant</td>
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<td>Exp. 11/6/20</td>
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NOTES:
- Vacancies and/or Expired terms
  - *Has not taken the oath
REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor                  Date: June 9, 2020
From: Phineas Cody                        Date for Council Consideration: January 21, 2020

ACTION REQUESTED: Consideration and approval for the Mayor to enter into an agreement with Ecosphere for the installation of Ubiquiti network hardware city wide. Such an agreement would optimize network security, connectivity and telecommunications in support of files, emails and voip traffic.

Current Action ___X___ Emergency _______ Future _______

Funds Budgeted: If Yes ______ Account # __________ No ______ N/A ___X___

Mayor’s Approval __________________________

BACKGROUND INFORMATION

The City of Inkster has several major failing network components that are creating an unstable and congested infrastructure. Components such as firewalls, routers and switches are more than 7 years beyond the end of life, licensing and support. As such, these network components need to be replaced in an effort to keep network connectivity and telecommunications moving at optimal speeds.

SCOPE OF SERVICES

Replacement of several major failing network components for 5 locations citywide.
Redesign of network firewalls, configurations and segments to ensure up to date technology support of the higher demands for network bandwidth and internet speeds.

JUSTIFICATION

The city has several major failing network components that are beyond end of life and are without support. If one of the aforementioned components becomes completely inoperable the city would experience technology outages citywide where the use of computers, telephones, emails and applications such BSA would be affected. The current ATT network is only operable where the IT Department has already installed several small Ubiquiti routers proving the stability and quality of the Ubiquiti product brand.

PROJECT OR IMPROVEMENT TASKS

COSTS

The proposed Ubiquiti network hardware component replacement will cost $41,000 with monthly support fee of $250 per month for 3 years.

PROJECT TIME TABLE

The proposed Ubiquiti products can be configured and installed within 30 days of the signed agreement.
RESOLUTION
Authorization is hereby given to approve the contract for the Ubiquiti network hardware installation with the 3 years of monthly network support.

Resolved by ___________________________ Seconded by ___________________________

Yes:

No:

Absent:
Network Infrastructure Refresh
Executive Summary

This project aims at freeing the City of Inkster and their six primary network locations. The needs of city government are expanding and the current network no longer fully supports the evolving needs. While a complete overhaul is no easy feat, the benefits are often worth the investment, increasing both efficiencies and capabilities within the Network.

The primary goal of this project is to upgrade the existing network of City of Inkster. A network refresh involves upgrading Inkster’s LAN and the WAN hardware. This refresh helps ensure that the City of Inkster maintains its connection, while increasing network efficiency, reducing the possibility of downtime and prioritizing data. We will highlight several best practices to be used for any network upgrade project.

Whether it is upgrading network switches at city hall, replacing aging routers or implementing the latest network infrastructure technologies across the city’s entire network, this refresh will follow tried and true best practices i.e. upgrading to network solutions that best meets organizational requirements, determining user impact during the upgrade process & after the upgrade is complete, performing the upgrade with as little business impact as possible and ensuring that the upgrade can be properly supported once in production.
Introduction

When a small city grows rapidly, the original network that supported the company often cannot keep pace with the expansion. Employees may not realize how important it is to properly plan for network upgrades. In many cases, the city may just add various network hardware devices, of varying quality, from different manufacturers, and different network connection technologies, to connect new users. Often this causes degradation in the quality of the network as each new user or device is added. If this continues, at some point the network is unable to properly support the types and level of network traffic that the users generate. Only when the network starts to fail do most municipalities look for help to redesign the network. An ISP or managed service provider may be called in to provide advice and to install and maintain the network upgrade. With the help of the complicated process of upgrading the infrastructure, it is put into the hands of a team of talented experts who can make the system better than ever.

Older infrastructure can experience performance issues when encountering a higher volume of use than they are capable of handling. This can cause a severe slow down or even a complete halt in operations, something that city government can afford to let happen. With an outdated infrastructure also comes an increased security risk. Older applications and operating systems tend to have more vulnerability that hackers can target, putting the information of the city and your municipality at risk. An upgraded infrastructure leads to increased efficiency and productivity and stronger security. While an infrastructure upgrade clearly has huge advantages for the City of Inkster and its security, it is no simple feat to implement the necessary changes to truly bring an outdated system up to par. After an evaluation of the existing hardware, it is clear that the City of Inkster needs a complete overhaul of the essential network infrastructure hardware.
Project Scope

ECOSphere’s goal is to upgrade the network for better performance. To overcome the existing issue of bandwidth constraints and network stability, there is a need to replace essential network equipment, both routers and switches. In order to determine the best course of action for the City of Inkster’s network infrastructure refresh, the primary objectives of this solution are to:

- **Identify the critical points of failure in the existing network and propose on how to eliminate them.** (End of Life equipment)
  - LAN edge switches
  - WAN routers
  - Equipment that has been in service for 5-7 years
  - Backup power supplies

- **Recommend which points of failure should be addressed to increase availability and how to increase this goal**

- Telecom closet assessment/audit

- **Power over Ethernet capabilities**

- **Sites with appropriate infrastructure to support power requirements**

- **Deployment of a standard architecture across all sites including equipment and protocols**

- **Compliance with security standards**

- **Self containing rack units for sites without a telecom closet**

- **Provide more than adequate bandwidth for all of the city’s locations.**

- **Provide increased network capacity.**

- **Provide future expansion capability.**

- **Improve the network’s fault tolerance, security, and high speed connection, which will increase the efficiency of day-to-day operations of the city by making access time quicker.**
Project Requirements

As the City government grows, the outdated networks no longer support its needs, necessitating an upgrade. While an infrastructure upgrade will certainly require an investment, Inkster can actually help cut costs by granting the ability to implement newer technologies. IT Director supported site surveys, collaborative design, design review and seamless implementation are few of the requirements for a successful network refresh.

Network Upgrade Process

The planning of a network upgrade begins after the initial site survey and requirements of specific business networks are gathered. It consists of five distinct phases:

- Phase 1: Requirements gathering
- Phase 2: Selection and design
- Phase 3: Implementation
- Phase 4: Operation
- Phase 5: Review and evaluation The next sections describe each phase in detail.

Phase 1: Requirements Gathering
After all the information has been gathered from the site visits, Ecosphere’s design team will analyze the information to determine the network requirements. If insufficient information is available to properly determine the best network upgrade path to follow, our team may request additional information.

Phase 2: Selection and Design
When the analysis report is complete, we will select devices. Ecosphere’s design team creates multiple designs and shares them with other members on the project. This allows team members to view the LAN from a documentation perspective and evaluate trade-offs in performance and cost. It is during this step that any weaknesses of the design can be identified and addressed. Also during this phase, prototypes are created and tested. A successful prototype is a good indicator of how the new network will operate.
Phase 3: Implementation
If the first two steps are done correctly, the implementation phase may be performed without incident. If tasks were overlooked in the earlier phases, they must be corrected during implementation. A good implementation schedule must allow time for unexpected events and also schedules events to keep disruption of end users to a minimum. Staying in constant communication with the customer during the installation is critical to the project’s success.

Phase 4: Operation
When the network implementation phase is complete, the network moves into a production environment. In this environment, the network is considered live and performs all the tasks it has been designed to accomplish. If all steps up to this point have been properly completed, very few unexpected incidents should occur when the network moves into the operation phase.

Phase 5: Review and Evaluation
After the network is operational, the design and implementation must be reviewed and evaluated against the original design objectives. This is usually done by members of the design team with assistance from the network staff.

This evaluation includes costs, performance, and appropriateness for the environment. For this process, the following items are recommended:

- Compare the user experience with the goals in the documentation, and evaluate whether the design is right for the job.
- Compare the projected designs and costs with the actual deployment. This ensures that future projects will benefit from the lessons learned on this project.
- Monitor the operation, and record changes. This ensures that the system is always fully documented and accountable.

It is important that, at each phase, careful planning and review occur to ensure that the project goes smoothly and the installation is successful. Our onsite technicians are often included in all phases of the upgrade, including planning. This allows them to gain a better understanding of the expectations and limitations of the network upgrade and to give the end users a much-improved level of service.
Network infrastructure that is a patchwork of devices strung together using a mixture of technologies and protocols usually indicates poor or no initial planning. These types of networks are susceptible to downtime and are extremely difficult to maintain and troubleshoot. Unfortunately, this type of network is often developed as municipalities experience increased end users and the corresponding network demand. Even larger organizations often experience unplanned growth in their networks due to increased internet use. Organizations that experience a controlled rate of growth can properly plan their network to avoid problems and give their users an acceptable level of service.

The goal of this solution is to eliminate the City of Inkster’s primary pain points:

- **Bandwidth Constraints**
- **Cost of IP Connectivity**
- **Management Complexity**
- **Lack of Network Visibility**

<table>
<thead>
<tr>
<th>Eliminate Bandwidth Barriers</th>
<th>Radical Simplification</th>
<th>Radical Price Compression</th>
</tr>
</thead>
</table>

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Network Design Overview

The image below shows a topological overview of a network. Although this is just a sample design of a network, we included it to show that even a basic enterprise network can be very complex. The goal is to upgrade the City of Inkster's network infrastructure by replacing switches, routers and servers with new advanced intelligent devices; removing old devices and implementing new smart devices to achieve better security and higher bandwidth. Having a visual often helps to convey the importance of improving and consolidating network performance as well as implementing a cost effective, scalable high speed broadband or fiber internet connection for your city government.

The City of Inkster is presently using ATT as its ISP(Internet Service Provider) utilizing their ADI(AT&T Dedicated Internet) and MPLS(Multi-Protocol Label Switching) services to deliver internet connectivity and the Inkster’s “private network” or “Enterprise WAN”(Wide Area Network).

MPLS has been the standard technology for many years for creating enterprise WANs. It establishes a private connection between two or more locations and is essentially a private cloud that can cost upwards of 10x more than conventional broadband Internet connection while not offering the same amount of bandwidth.
Businesses have historically used MPLS solutions for their network needs. But with its expensive deployment and costly per-megabit cost – plus your reliance on business-critical cloud applications – MPLS is no longer compatible with the way you work.

Each of the city locations are serviced by a 10Mbps internet connection. Ten to fifteen years ago this may have been adequate to service the City of Inkster’s connectivity needs but as we have mentioned above, the demands of today’s network user and the hardware used as means of communicating have become largely insufficient for high demand scenarios such as those that involve the abundance of voice, video and multimedia traffic of employees as well as the increasing demand of Wi-Fi connections.

Although MPLS connections may offer a quality of service guarantee with the deployment of enterprise WANs, MPLS technology has its shortcomings. An alternative to MPLS is a SD-WAN. Software-Defined Wide Area Network (SD-WAN) is a software approach to managing network connectivity that lowers operational costs and improves resource usage for multi-site deployments. This overlay allows for an optimized WAN that is efficiently using bandwidth and ensuring a high level of performance for critical applications. This solution may also be used to augment existing MPLS networks by using the commercial fiber or broadband internet.

Utilizing a fully meshed SD-WAN architecture creates site-to-site connections across a fiber or broadband backbone that delivers predictable application performance, security, and scalability.
Improved network performance results from faster communication and increased productivity for your business. SD-WAN’s provide security without the higher-costs of MPLS by creating meshed, private tunnels which are networked over a broadband IP network.

SD-WAN’s are cost-effective, reliable and fast to deploy – making them an excellent alternative to MPLS. Replace or supplement your existing MPLS with SD-WAN and save 75% on your network costs while achieving eight-9s uptime. SD-WAN’s are built to scale, and it works well with bandwidth intensive, cloud-based applications.

How much will you save with SD-WAN vs. MPLS?
While MPLS costs $150-$300 per Mbps per month, commercial broadband and fiber optic lines cost a fraction of that at only $0.75-$3.00 per Mbps per month.
Network Refresh Value Drivers

- Reliability of the infrastructure supporting city government critical applications and processes.
  - Reduced network downtime
  - Reduced Mean Time to Repair
  - Increased redundancy
  - Higher Bandwidth - Decreased Latency

- Increased consistency and standardization of the WAN/LAN network.
  - Reduced cost of operating infrastructure
  - Reduced variance/variability in network infrastructure

- Network readiness and scalability to support future IT initiatives and business needs
  - Video Conferencing - IP Telephony - PoE support

- Cost Avoidance/Savings
  - Mitigation of costs associated with increased equipment failures
  - Reduction in hardware and maintenance costs
  - Consolidation of hardware

- Alignment with Enterprise Architecture roadmap

Key Business Deliverables

- Network Infrastructure – Upgraded Gigabit LAN routers and switches with PoE capability

- Increased Bandwidth – Ability to accommodate additional traffic and support applications such as IP Telephony and Video Conferencing.

- Higher reliability/redundancy – Reduction of downtime and business incidents related to the LAN infrastructure

- PoE capabilities – Ability to support IP Telephony infrastructure

- Reduced complexity of the LAN infrastructure – Reduction in overall cost of maintaining the LAN environment
Definition of Success

Vision of Success: What does success look like with the Future/Desired state?
- Full replacement of all End of Support Network switches and routers, resulting in a more reliable and supportable network, that is prepared to meet the future business and IT needs of the City of Inkster.

Critical Success Factors: What factors will ensure that the vision of success is met?
- Incident Free deployments (No Business/Safety Incidents as a result of swapping out equipment.)
- Project Schedule and Milestones completed on time.
- Project completed within budget.
- Infrastructure in Telecom closets is capable of supporting the new devices.

Success Metrics
- Results: Project completed on schedule, within budget, and resulting in a more reliable and supportable network.
- Incident Avoidance: No downtime or outages
- Financial Measures: IP connectivity costs reduced
Hardware
The network infrastructure is using legacy equipment that is slow and outdated. To refresh the entire network, the City of Inkster needs to replace the numerous network routers and switches for better performance. Our recommendation is the deployment of Ubiquiti Networks EdgeOS Routers and Switches.

Ubiquiti Networks Edgerouter 8 Pro

- Powerful Routing Performance: The EdgeRouter PRO routes up to 2 million+ packets per second. Use its advanced features to run applications on the customizable open platform.

- Versatile Gigabit Connectivity: Provides six independent, RJ45 Gigabit ports and two RJ45/SFP combination Gigabit ports.

- Convenient Rackmount Design: The durable, 1U-high metal chassis allows for convenient mounting in a standard-sized, 19”-wide rack.

- SFP Ports: 2 (Two ports can be used as either RJ45 or SFP)

- Centralized Management: The EdgeRouter PRO is supported and managed by UNMS (Ubiquiti Network Management System), a comprehensive controller with an intuitive UI. A single control plane manages registered EdgeMAX devices across multiple sites.
Ubiquiti Networks EdgeSwitch 48port 750W Managed PoE+ Gigabit Switch with SFP+

- Ubiquiti EdgeSwitch 48 Port -750W Managed PoE+ Gigabit Switch with SFP+ non-blocking throughput of 70 Gbps

- The EdgeSwitch delivers robust performance, PoE+ support and intelligent switching for growing networks.

- The EdgeSwitch features auto-sensing IEEE 802.3af/at and 24V passive PoE to power multiple devices on the network.

- Two SFP ports support uplinks of up to 1 Gbps. For high-capacity uplinks, each 48-port model includes two SFP+ ports for uplinks of up to 10 Gbps.

- The EdgeSwitch supports an extensive suite of advanced Layer-2 switching features and protocols, and also provides Layer-3 routing capability.

- Centralized Management: The EdgeRouter PRO is supported and managed by UNMS (Ubiquiti Network Management System), a comprehensive controller with an intuitive UI. A single control plane manages registered EdgeMAX devices across multiple sites.
Project Phases Review

- **Phase 1: Gather information about the current network and understand business constraints**
  - Complete the business requirement with project team and stakeholder

- **Phase 2: Identify, Develop, and Select Solution**
  - Identified solutions
  - Develop selection criteria and weights to select an alternative
  - Complete design
  - Gather pricing on each solution
  - Request approval to implement the system

- **Phase 3: Install Network Devices**
  - Install UNMS Server
  - Install Visual Network Monitor

- **Phase 4: Routing and VLAN Hand Off**
  - Implement IP Addressing for Network Devices (IT Director)
  - Testing & Tuning system

- **Phase 5: Review development**
  - Evaluation of the Network Infrastructure Refresh.
  - Training and Documentation
# Network Infrastructure Refresh Costs

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>12.00</td>
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<td>Ubiquiti Networks EdgeSwitch 48 750W</td>
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<tr>
<td>UNMS Training</td>
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<td>$105.00</td>
<td>$1,680.00</td>
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**SUBTOTAL** $40,189.00
**Sales Tax** $1,603.94
**TOTAL** $41,793.94*

*Price quotes are good until 6/30/2020.
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is made on June ____ 2020 (Effective Date), by and between Ecosphere, LLC, (Ecosphere), a Michigan Limited Liability Company whose address is 7500 Oakland Ave, Detroit, Michigan 48211, and the City of Inkster, a Michigan Municipal Corporation (City), whose address is 26215 Trowbridge Street, Inkster, Michigan 48141.

RECITALS

1. Ecosphere is in the business of consulting, design, installation and support of Network Infrastructure.

2. The City desires to engage Ecosphere, and Ecosphere desires to be so engaged, for the provision of services in accordance with the terms and conditions contained in this Agreement.

3. Ecosphere has previously supplied the City with a proposal for services entitled “Network Infrastructure Refresh” which outlines the issues confronting the City’s networking needs and further suggested specific solutions for addressing some of those issues.

For valid consideration received, the parties agree as follows:

1. Services. Ecosphere shall perform those services set forth on Exhibit A and on the terms and conditions contained in this Agreement (Services). Ecosphere shall also perform those services set forth on Exhibit B which will begin after completion of those services in Exhibit B and shall be generally described as “support services” which may be required post-installation.

2. Payment. The City shall initially pay Ecosphere for the Services provided the sum of Forty One Thousand Seven Hundred Ninety-Three and 94/100 ($41,793.94) Dollars to commence and complete the work set forth in Exhibit A. On the written agreement of both parties, the Schedule of Fees may be amended from time to time during the Term of this Agreement.

The City will also pay for those services in Exhibit B in the monthly amount of Two Hundred Fifty ($250.00) Dollars per month commencing on the 1st of the month following completion of installation of Exhibit A services and on the first of each month thereafter for a period of two (2) years. Payment of the monthly retainer shall entitle City to two (2) hours of services by Ecosphere and thereafter pay Ecosphere One Hundred Five ($105.00) per hour for each hour of service provided thereafter.

3. Term and Termination. This Agreement shall commence on the Effective Date and shall continue for an initial term of two (2) year(s) (Initial Term). The Initial Term
shall be extended for consecutive one-year periods unless either party provides written notice of its intent to terminate this Agreement as provided to the other not less than 60 days before the end of the then-current Term. The Initial Term as the same may be extended shall constitute the "Term." Notwithstanding the foregoing, either party may terminate this Agreement (1) on mutual written agreement of the parties, (2) on the occurrence of any breach of this Agreement that is not cured within 30 days after receipt of written notice of the breach, or (3) if either party is declared bankrupt or makes an assignment for the benefit of its creditors, or if a receiver is appointed or any proceedings are commenced, voluntarily or involuntarily, by or against either party under any bankruptcy or similar law. If this Agreement is terminated, the obligations of Ecosphere and the City shall terminate, other than the City’s obligation to provide earned and unpaid compensation to Ecosphere for Services performed before the termination date.

4. **Independent Contractor.** The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the parties will be considered to form a partnership, employment relationship, or any other relationship except that of an independent contractor. In performance of the Services under this Agreement, Ecosphere is an independent contractor with the authority to control and direct the performance of the Services.

5. **Taxes, Benefits, and Expenses.** Ecosphere acknowledges that the City has no obligation to and will not withhold taxes of any kind or nature with respect to the Services performed by Ecosphere. Ecosphere shall indemnify and hold the City harmless to the extent of any obligation of the City to pay any taxes, whether income or otherwise, including any withholding taxes, social security taxes, unemployment taxes, or disability insurance or similar items in connection with any payments made to Ecosphere by the City.

6. **Insurance.** Ecosphere shall purchase and maintain throughout the Term statutory worker’s compensation insurance if required by Michigan law covering bodily injury, property damage, premises operations, completed operations, and contractual liability.

7. **Confidentiality.** Neither party shall use, exploit, or make known to any person or business entity, any confidential information directly or indirectly received by a party or acquired pursuant to the relationship created by this Agreement, including, without limitation, information relating to business affairs, data, designs, manuals, training materials and documentation, formulas, ideas, inventions, knowledge of manufacturing processes, methods, prices, financial and accounting data, timekeeping data, products and product specifications, systems and technical information (Confidential Information). Notwithstanding the foregoing, the Ecosphere and the City shall each be permitted to disclose Confidential Information of the other to its own employees, subcontractors, accountants, attorneys, and other agents and its affiliates or subsidiaries to the extent the disclosure is reasonably necessary for the
performance of its duties and obligations or the enjoyment of its rights under this Agreement; provided, however, that Ecosphere and the City shall be responsible for any violation of the confidentiality obligations set forth in this Agreement by any permitted third parties to which it provides Confidential Information.

8. Intentionally left blank.

9. Nonsolicitation. Each of the parties agree that during the Term of this Agreement and for a period of two (2) years following termination, neither City nor Ecosphere will not entice away, employ, or solicit for employment any current or former employee, agent, or contractor of the other party.

10. Reasonableness. Ecosphere acknowledges and agrees that Ecosphere has weighed all the facts, conditions, and circumstances pertaining to this Agreement, has been afforded an opportunity to consult with counsel of its choice concerning this Agreement and its legal effect, and acknowledges that all of the provisions of this Agreement are reasonable. Ecosphere shall not contest the validity of any provision of this Agreement and waive any and all rights that Ecosphere may have to bring any claim, action, or suit or to raise any defense regarding the validity and reasonableness of this Agreement or any of its provisions.

11. Force Majeure. If either party is prevented or delayed in the performance of any of its obligations under this Agreement due to Force Majeure (defined below), that party will provide written notice to the other party specifying the nature and expected duration of the Force Majeure. The performance of the party invoking Force Majeure with respect to any obligation will be excused and the time for performance extended, but only for the period of delay or inability to perform due to Force Majeure. If the total of any period of delay or inability to perform due to Force Majeure asserted by either party during the Term equals or exceeds 30 consecutive days, the other party will have the right, at its option, to either terminate this Agreement by written notice or to continue to excuse the first party's performance for the period of any delay or inability to perform due to Force Majeure. As used in this Agreement, “Force Majeure” shall mean any act of God, fire, casualty, flood, war, strike, lockout, labor trouble, or any other circumstances beyond the reasonable control of the party asserting it that prevents or delays the performance of any of its obligations under this Agreement.

12. Assignment. The rights and obligations conferred under this Agreement may not be assigned by either party without the prior written consent of the other party. Any attempted assignment in violation of this Section 13 is null and void.

13. Notices. Any notice required or permitted to be given under this Agreement must be in writing and may be delivered in person, by registered mail, facsimile, or by overnight courier addressed to the respective party at the address set forth in the introduction of this Agreement or a changed address as may be given by a party to the
other by written notice. Any notice will be considered to have been given when personally delivered or five business days after the date of mailing or one business day after the date of forwarding if sent by facsimile or overnight courier.

14. Binding Agreement; Successors. This Agreement will be binding on, inure to the benefit of, and be enforceable by the successors and assigns of the parties; provided, however, that no assignment of this Agreement will be effective without the express written consent of the other party.

15. Governing Law. This Agreement is a contract made under, and shall be governed by and construed in accordance with, the laws of the State of Michigan without giving effect to its choice-of-law principles. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in any court sitting in Wayne County of the State of Michigan, and each of the parties submits to and accepts generally and unconditionally the exclusive jurisdiction of those courts with respect to it and its property and irrevocably consents to the service of process in connection with any action or proceeding by personal delivery or by the mailing by registered or certified mail, postage prepaid to its address first set forth above. Nothing in this Agreement shall affect the right of any party to serve process in any other manner permitted by law. Each party irrevocably waives any objection to the laying of venue of any action or proceeding in the above described courts.

16. Cost of Enforcement. Each party shall pay all reasonable costs and expenses, including reasonable attorney fees, incurred by the other party in enforcing the provisions of this Agreement or in recovering any claims or damages arising from a breach of this Agreement if the other party is successful in its action.

17. Waiver. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

18. Survival. The provisions of Sections 5, 7, 8, 9 and 11 shall survive the termination of this Agreement or any relationship between the parties for the period set forth in that Section, and if not set forth, indefinitely.

19. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid and unenforceable as written, that provision will be deemed modified in a manner consistent with the intent of the original provision, so as to make it valid and enforceable. This Agreement, and the application of the provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected.
20. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other agreements and understandings, both written and oral, of the parties relating to the subject matter of this Agreement.

21. *Counterparts; Facsimile.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, and a facsimile or electronic version of this Agreement or of a signature of a party will be effective as an original.

The parties have executed this Agreement as of the Effective Date.

**ECOSPHERE:**

__________________________
Uri House
Its: Managing Member

**CITY:**

**CITY OF INKSTER**

__________________________
By:

Its:
EXHIBIT A
Installation

Phase 1: Gather information about the current network and understand business constraints
  o Complete the business requirement with project team and stakeholder

Phase 2: Identify, Select and Develop Solution
  o Identified solutions
  o Develop selection criteria and weights to select an alternative
  o Complete design
  o Gather pricing on each solution
  o Request approval to implement the system

Phase 3: Install Network Devices
  o Install UNMS Server
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Phase 4: Routing and VLAN Hand Off
  o Implement IP Addressing for Network Devices (IT Director)
  o Testing & Tuning system

Phase 5: Review development
  o Evaluation of the Network Infrastructure Refresh.
  o Training and Documentation
EXHIBIT B
Support Services

Once Exhibit A services have been provided Ecosphere will be available at all reasonable times to provide support service to the City by telephone, visual conferencing, remote access or on site visits.

Services will include but not be limited to the following:

1. Hardware Support Service (Updates)
2. UNMS Support Service (Updates)
3. Outages related to installed Hardware or UNMS
4. Remote Support Services (Updates/Network Health/Questions)

The first two hours of support will be included in the $250 monthly retainer. Each hour thereafter will be billed at $105.00 per hour. The monthly retainer will be payable on the first of each month. Any additional time will be invoiced and payable net 30 days.
REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor  Date: July 1, 2020

From: Special Projects, Director  Date for Council Consideration: July 6, 2020

ACTION REQUESTED: Consider 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 Carlyisle 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 $1.00 to Platinum Acquisitions.

Current Action X  Emergency ______  Future ______

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

Mayor’s Approval ______

BACKGROUND INFORMATION
Platinum has made the application to purchase (Case # LD 20-03) one (1) residential house, which is located on the west side of Spruce St. between Beech St. and Carlyisle 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. The house was foreclosed in 2018 and was acquired by the City through the NSP program, it was recommended for demolition. Platinum has offered to purchase the house to either rehab or demolish it.

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 R-1B zoning district. The house is in bad shape and needs major renovations. There have been many complaints from residents about the state of the house. Platinum has a proven track record of salvaging properties.

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 $1.00.

RESOLUTION
Authorization is hereby given for the sale of (Case # LD 20-03) one (1) residential house, which is located on the west side of Spruce St. between Beech St. and Carlyisle 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, to Platinum subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale ($1.00), 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: