INKSTER CITY COUNCIL

November 6, 2017
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

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

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

FELICIA RUTLEDGE	BYRON NOLEN	TREASURER	DAVID JONES
CITY CLERK	MAYOR	DARIN CARRINGTON	CITY ATTORNEY

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

Council Orientation Agenda – 6:00 PM

1. Call to Order

2. Discussion

   A. Agenda Discussion

Public Participation (limit to 3 minutes)

3. CLOSED SESSION – Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

4. Adjournment

November 6, 2017

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

   A. Pledge of Allegiance
   B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

   A. Michigan Works Presentation – Jeff Tanner and Robert McDonnell
   B. Middlepark Manor Block Club Plaque Presentation – Gabe Henderson

4. Public Hearing

   A. A public hearing for a certificate of compliance Ordinance Sections 150.230-150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted. **Pg. 1**

   B. A public hearing for Notice of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted. **Pg. 10**

5. Consent Agenda

   A. October 16, 2017 Regular City Council Meeting Minutes. **Pg. 16**
   B. Allen Brother's & Attorney's PLLC Invoice $ 31,268.14 **Pg. 20**

6. Boards and Commissions

   A. Update of current list of appointments to Boards & Commissions. **Pg. 21**

7. Previous Business

8. Ordinance(s)

A. First Reading(s)

1. A first reading for a certificate of compliance Ordinance Sections 150.230-150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted. **(See Pg. 1)**

2. A first reading for Notice of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted. **(See Pg. 10)**

B. Second Reading(s)

9. New Business

A. Discussion/Action: (Denise Champagne) Consider approval of automobile lease agreement for the 2011 Ford Bus (12 passengers/2wheelchairs) between the City of Inkster and the Inkster Commission on Aging in the amount of $12 ($1 per month) for the period of one year (October 2017 – September 2018). This lease agreement will allow the Inkster Commission on Aging to fully insure this vehicle through their commercial vehicle insurance coverage, protecting the interest of the City of Inkster. **Pg. 29**

B. Discussion/Action: (Sharde Fleming) Consider approval of an offer to purchase (Case #17-27) one (1) residential property: 1) 4337 Harrison Ave. which is legally described as 36C48B 49 S 1/2 OF LOT 48 ALSO LOT 49 ALSO W 1/2 ADJ VAC ALLEY INKSTER GARDENS SUB T2S R9E L48 P73 WCR (Property ID # 44014030048002) in the amount of $2,000.00. **Pg. 31**

C. Discussion/Action: (Sharde Fleming) Consider approval of an offer to purchase (Case #17-24) one (1) vacant residential parcel located on the north side of Stanford Ave. between Meadowdale and Beech Daly and is legally described as *31B330* LOT 330 ALSO S 1/2 ADJ VAC ALLEY ROUGELVANIA SUB NO. 1 T2S R10E L54 P81 WCR - K - 58.99 (Property ID # 44024020331000) in the total amount of $250.00. **Pg. 40**

D. Discussion/Action: (Sharde Fleming) Consider approval of offer to purchase (Case #17-26) three residential properties: 1) 28432 Hazelwood (Property ID #44005030037001); 2) 29806 Hazelwood (Property ID #44002010355000); and 3) 29649 Hazelwood (Property ID #44 002010307000) in the total amount of

$7,500.00 ($2,000 for 28432 Hazelwood; $2,000 for 29806 Hazelwood; and $3,500 for 29649 Hazelwood) to Platinum Real Estate Holding LLC (Anthony Rea).

Pg. 48

E. Discussion/Action: (Sharde Fleming) Consider authorizing the City to enter into an agreement with Atwell, Landwise Inc. or Zeimet Wozniak & Associates to conduct a boundary and topographical survey of the former civic center area. The area consists of five commercial properties: 1) City Hall, 2121 Inkster Rd.; 2) Police Station, 27301 S. River Park Drive; 3) Library, 2005 Inkster Rd.; 4) Ice Arena, 27077 S. River Park Drive; and 5) Court 27331 S. River Park Drive.

Pg. 71

10. Public Participation (limit to 3 minutes)

11. City Clerk

12. City Treasurer

13. Mayor and Council Communication

14. Closed Session
    Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

15. Adjournment

Felicia Rutledge
City Clerk

REQUEST FOR COUNCIL ACTION

To: Byron Nolen – Mayor **Date: October 31, 2017**

From: Felicia Rutledge, City Clerk **Date for Council Consideration: November 6, 2017**

ACTION REQUESTED: Consideration of a first reading and public hearing for a certificate of compliance Ordinance 150.230 -150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted.

Current Action ___X___ Emergency _____ Future _____

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

Mayor's Approval _____

BACKGROUND INFORMATION

Items addressed in this ordinance were not in use during the time any previous regulations were enacted.

SCOPE OF SERVICES

To assist any enforcement division in the application of duties and to ensure enforcement authorization

JUSTIFICATION

To update or inform when a resident agent is required and the registration of a certificate of occupancy and certificate of compliance is needed in case of enforcement action.

PROJECT OR IMPROVEMENT TASKS

Provide enforcement divisions with the ability to address issues involving such usage.

COSTS

N/A

PROJECT TIME TABLE

RESOLUTION

To approve a first reading and a public hearing for a certificate of compliance Ordinance 150.230-150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted.

Resolved by _____ Seconded by _____

Yes:
No:

Absent:

§ 150.230 PURPOSE.

The purpose of this subchapter is to maintain quality structures for the public health, safety, and welfare. This subchapter will set safeguard controls for the rental of one- and two-family dwellings, multiple dwellings, apartment units, boarding houses, rooming houses, group homes, hotels, motels and flats.

(Ord. 788, passed 11-29-00; Am. Ord. 851, passed 2-20-15)

§ 150.231 DEFINITIONS.

As used in this subchapter, the following terms shall have the following meanings respectively ascribed to them in this section:

CERTIFICATE OF COMPLIANCE. A certificate issued by the Building Department which certifies compliance with the provisions of this code.

LEASE. Any written or oral agreement that sets forth any and all conditions concerning the use and occupancy of rental dwellings or rental units.

NEW RENTAL DWELLING. Any structure, building or other facility promised and/or leased to a residential tenant or tenants for use as a home, residence, or sleeping unit which has never been occupied and excluding any addition or modification of an existing structure. This definition includes but without limitation one- and two-family dwellings, multiple dwellings, apartment units, boarding houses, rooming houses, group homes, hotels, motels and flats.

NOTICE OF VIOLATION. A notice issued to the owner or responsible resident agent stating that there has been a violation of a provision of this subchapter or any other applicable codes, ordinances, rules or regulations concerning the premises.

OCCUPANCY. Includes all tenants, lessees and persons residing within a rental dwelling or rental

unit.

OWNER. Any person, agent, firm or corporation having a legal or equitable interest in the premises.

OWNER OCCUPIED. Any part of a structure used as a living quarters by the owner of the structure where other parts or part of structure are used as rental unit(s). Examples: two-family dwelling, owner occupies one flat; rooming house, owner occupies one unit, etc.

PREMISES. Any lot or piece of land inclusive of the rental dwelling or rental unit.

RENTAL DWELLING. Any structure, building or other facility promised and/or leased to a residential tenant or tenants for use as a home, residence or sleeping unit. This definition includes but without limitation one- and two-family dwellings, multiple dwellings, apartment units, boarding houses, rooming houses, group homes, hotels, motels and flats.

RENTAL UNIT. Any one area, room, structure, flat, apartment or facility of a rental dwelling that is being leased or rented to only one tenant, group of tenants, or family under one lease.

(Ord. 788, passed 11-29-00; Am. Ord. 851, passed 2-20-15)

§ 150.232 REGISTRATION REQUIRED.

The owner of any rental dwelling or rental unit shall register each rental dwelling and all rental units contained within the rental dwelling with the city and shall designate a person, as defined in § 150.235, as the responsible resident agent who shall be legally responsible for operating the registered rental dwelling or rental unit and shall also be responsible for providing access to such premises for making the inspections necessary to insure compliance with the terms of this subchapter and all applicable codes and ordinances adopted by the city. In the event the owner is a corporation, partnership, firm, joint venture, trust, association, organization or other entity, such entity must be authorized to conduct business in the State of Michigan. Each owner or responsible resident agent shall maintain a current list of the number of occupants of each rental unit for which he or she is responsible. A certificate of compliance shall not be issued if the registration provisions of this subchapter are not complied with.

(Ord. 788, passed 11-29-00; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § 10.99

§ 150.233 REGISTRATION FORMS.

(A) Applications for registration shall be made in such form and in accordance with such instructions as may be provided by the Building Department and shall include at least the following information:

(1) The name, address, telephone number, date of birth and copy of government issued identification of owner and resident agent (if applicable);

(2) The names, addresses and telephone numbers of all owners of the rental dwelling;

(3) The name, address and telephone number of the responsible resident agent; and

(4) The number of rental units in each rental dwelling.

(B) No post office box will be accepted as a legal address. The registration shall be kept in the Building Department with a copy provided to Code Enforcement. Applicants will also be informed of certificate of compliance requirements at the time of registration.

(Ord. 788, passed 11-29-00; Am. Ord. 796, passed 11-4-02; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § 10.99

§ 150.234 REGISTRATION TERM AND RENEWAL.

Registration shall be made within 90 days of the enactment of this subchapter. The term of the registration shall be valid as long as the owner remains unchanged. In the event of a transfer of ownership the registration and any certificate of compliance shall expire and no longer be valid. Any new owner shall register and make application for a certificate of compliance for each rental dwelling and rental unit within ten days of the date of transfer to a new unit.

(Ord. 788, passed 11-29-00; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § 10.99

§ 150.235 RESPONSIBLE RESIDENT AGENT.

The responsible resident agent shall be a person or representative of a corporation, partnership, firm, joint venture, trust, association, organization or other entity, and shall be designated by the owner as responsible for operating such premises in compliance with all the provisions of the city code. All official notices of the city may be issued to the responsible resident agent, and any notice so issued shall be deemed to have been issued upon the owner of record. A resident agent must be designated at the time of application and the resident agent designation shall be kept current at all times.

(Ord. 788, passed 11-29-00; Am. Ord. 851, passed 2-20-15)

§ 150.236 TRANSFER OF OWNERSHIP.

It shall be unlawful for the owner of any rental dwelling or rental unit who has received a notice of violation to transfer, convey, lease or sell (including by land contract) his or her ownership and/or interest in any way to another, unless the owner shall have first furnished to the grantee, lessee or vendee, or transferee a true copy of any notice of violation and shall have furnished to the Building Official a signed and notarized statement from the grantee, vendee or lessee, or transferee acknowledging the receipt of the notice of violation.

(Ord. 788, passed 11-29-00; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § 10.99

§ 150.237 CERTIFICATE OF COMPLIANCE REQUIRED.

(A) No person shall lease, rent or cause to be occupied a rental dwelling or rental unit unless there is a valid certificate of compliance issued by the Building Department in the name of the owner/responsible resident agent and issued for the specific rental dwelling and rental unit. The certificate shall be displayed in a conspicuous place in each rental dwelling and rental unit at all times or in a common area shared by all occupants of a rental dwelling and rental unit. The certificate shall be issued after making application with the Building Department and an inspection is made to dwelling and rental unit complies with the provisions of this code. An inspection must be completed within (30) thirty days of application. An inspection report shall be completed by the inspector after completing the inspection of dwelling and rental unit.

1) It shall be unlawful for any person to engage in the business of advertising or actively renting or leasing property without first registering and obtaining a valid Certificate of Occupancy and Certificate of Compliance from the Building Department for each residential rental property.

(B) Before a certificate of compliance is issued all violations must be corrected and approved. Said violations shall be corrected and compliance obtained within (90) ninety days of application, except in dangerous conditions which must be remedied immediately. *(NOTE: $200 FEE SHOULD BE ESTABLISHED IN ACCORDANCE WITH TERMS LISTED IN §150.238(B))*

(1) Failure to comply with inspection and compliance time line will result in the cancellation of application as well as the issuance of a citation and required court appearance.

(NOTE: $375 REAPPLICATION FEE/PENALTY & $400.00 CofO/CofC FEE SHOULD BE ESTABLISHED IN ACCORDANCE WITH TERMS LISTED IN §150.238(B))

(NOTE: 2ND TIME FAILURE FEE OF $500.00 FEE SHOULD BE ESTABLISHED IN ACCORDANCE WITH TERMS LISTED IN §150.238(B))

(NOTE: 3RD TIME FAILURE FEE OF $750.00 FEE SHOULD BE ESTABLISHED IN ACCORDANCE WITH TERMS LISTED IN §150.238(B))

(2) Failure to comply with inspection and compliance time line for a 3rd time will result in the cancellation of application requiring reapplication as well as the issuance of a citation, required court appearance and the potential of (15) fifteen days in jail.

(3) Failure to comply with inspection and compliance time line for a 4th time will result in cancellation of application, issuance of a citation, required court appearance and the potential of (30) thirty days in jail.

(C) A certificate of compliance may be issued to an applicant after the dwelling has been inspected by the city or its designated representatives and the inspection discloses to the satisfaction of the city that:

(1) The interior of the dwelling is free from refuse, garbage, waste, and that the interior walls, ceilings and woodwork are free of major cracks or crevices or have been sealed by the application of paint or other materials which are designed to prevent the accumulation of dust, dirt or residue.

(2) The dwelling shall be equipped with a functioning hot water system capable of delivering water at a temperature of 120°F which system shall be free of leaks and which shall utilize valves which completely stop the passage of water when so operated.

(3) The dwelling shall be equipped with a functioning water closet, lavatory and bathtub or shower, all of which shall present a clean, sanitary appearance, free of permeable cracks, crevices or porous areas.

(4) The dwelling shall be equipped with a sink which shall be located in the room designated as the kitchen, and which shall be connected to a functioning cold water system and a functioning hot water system, as described above. The sink shall drain into a freely-running sewer system. The area surrounding the sink, as well as the sink itself, shall present a non-porous surface for water, and shall be free of cracks and crevices, and shall present a clean, sanitary appearance.

(5) The dwelling shall be equipped with a sanitary sewage disposal system that drains freely at all times into the municipal sewage system.

(6) The dwelling shall be equipped with a heating system that maintains all occupied rooms at a temperature of at least 70°F at a distance of three feet above the floor level under ordinary minimum winter conditions.

(7) The dwelling unit shall have an electrical service consistent with the appropriate regulating codes and ordinances of the city.

(a) Each entrance/exit shall be illuminated by exterior lights controlled by interior wall switches. Each public hallway, stairwell, laundry room, furnace room shall contain at least one supplied ceiling or wall type electric light fixture.

(b) If a kitchen outlet is within six feet of water or any other outlet, the outlet shall be a GFI (Ground Fault Interrupter). There shall also be a GFI outlet in the bathroom not more than 48 inches from the basin. The outlet shall be at least 30 inches and not more than 60 inches above the floor.

(c) Tenants shall have access to their own fuse box (example: fuse box in each unit or in basement that tenant has access to). Service (fuse box) shall be closed, having no live parts exposed.

(d) All electrical outlets and fixtures shall be kept in good and safe working order.

(e) If electrical service does not meet these minimum standards, it shall be brought up to the required standards, consistent with the appropriate regulating codes and ordinances of the city, by a licensed electrical contractor with a city permit.

(8) All floors, steps, porches, and stairways inside and outside of dwelling shall be sound, and free of loose or cracked coverings, holes, depressions or defects which may tend to present a danger to persons.

(9) The outer roof surface of the dwelling shall present an impervious surface to rain water, and shall present no deformations or voids.

(10) The gutters/rain pipes and down spouts shall be properly secured to the house and be free from deterioration (example: rotting or missing pieces).

(11) All interior and exterior windows of the dwelling shall be equipped with panes of glass or approved materials sealed from water and wind. All windows shall be equipped with a storm window and screen, as may be required by the appropriate regulating codes and ordinances of the city. All windows shall be openable from the inside of dwelling. Any window that is designed to be openable shall have storm windows and screens. Window shall not be held up with a prop. Each window shall be capable of being locked or secured from inside the dwelling.

(12) All exterior doors of the dwelling shall be capable of being secured from the inside by a locking device, and shall be openable by actuating a latch or similar device. All doors shall be maintained such that they present a barrier to persons and animals. All entrance and exit doors immediately connected to unit shall have a screen/storm door that is in good working order.

(13) The exterior of the dwelling shall be coated with a material that seals out moisture, and which presents a continuous uninterrupted surface except where there are doors or windows.

(14) The dwelling shall be free of insects and rodents.

(15) The exterior lot shall be free of debris, rubbish, trash, garbage or wastes, abandoned/unused vehicles, and shall bear no evidence of rodent infestation.

(16) Any garage shed or storage structure shall be in good condition, free of deterioration and free of debris and shall have a rat wall measuring at least two feet in depth.

(17) Smoke alarms shall be required in locations and in numbers in the unit as prescribed by the Fire Inspector and any applicable ordinance.

(18) If the inspection discloses any evidence of structural, electrical, mechanical or sanitation conditions that may prove detrimental to the safety and health of the occupants, the city reserves the right to conduct the necessary trade inspections to determine the extent of any violations and the corrective actions required.

(19) The dwelling meets any other requirements as may be provided for in the appropriate regulating codes and ordinances of the city.

(D) A certificate of compliance is valid for a period of three years from its date of issuance or change of occupancy, provided that the rental dwelling and rental units remain in compliance with all applicable codes and ordinances and are not sold or transferred. For a new rental dwelling, a certificate of compliance shall be issued simultaneously with the certificate of occupancy and shall remain valid for three years provided that the rental dwelling and rental units remain in compliance with all the applicable codes and ordinances and are not transferred. When the rental dwelling or rental units are going to be sold or transferred, a new inspection and a new certificate of compliance shall be required. Any new owner shall make application for a certificate of compliance for each new rental dwelling and rental unit within ten days of the date of any change of ownership. The inspection fees will follow the same guidelines as stated in this subchapter. The Building Director may revoke a certificate of compliance for a violation of any code, ordinance or rule regulation of the city and said certificate must be renewed every two years. The initial certificate of compliance shall be applied for in accordance with this subchapter within 90 days of the enactment of this subchapter.

(Ord. 788, passed 11-29-00; Am. Ord. 796, passed 11-4-02; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § 10.99

§ 150.238 CERTIFICATE OF COMPLIANCE APPLICATION FORM AND FEE.

(A) An application for certificate of compliance shall be made in such form and in accordance with such instructions as may be provided by the Building Director and shall include at least the following information:

(1) Name, address, telephone number and date of birth of the owner(s);

(2) Name, address and telephone number of responsible resident agent; and

(3) Address and number of units applied for under the certificate of compliance.

(B) The inspection fee for a certificate of compliance shall be established by resolution of the City Council. These fees may be changed from time to time by resolution of the City Council.

(C) All owner occupied rentals shall follow the same inspection fee. The owner's own unit shall not be inspected unless there is an indication that there is a safety or health problem located in the unit. The owner's unit will not be inspected without permission of the owner. All command areas should be inspected, including furnace, water heaters, etc. If an inspection of the owner's unit is necessary, no fee will be charged for owner's unit.

(D) If the date of the certificate of compliance falls within 90 days of the owner having received a certificate of occupancy, then the fee may be waived.

(Ord. 788, passed 11-29-00; Am. Ord. 796, passed 11-4-02; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § 10.99

§ 150.239 POSTING OF CERTIFICATE OF COMPLIANCE.

The following information shall be posted in a conspicuous place either within each rental dwelling and rental unit or in a common area shared by all occupants of a rental dwelling and rental unit:

(A) A copy of the current certificate of compliance; and

(B) The name, address, and telephone number of the responsible resident agent.

(Ord. 788, passed 11-29-00; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § 10.99

§ 150.240 DISCLAIMER OF LIABILITY.

(A) A certificate of compliance is not a warranty or guarantee that there are no defects in the rental dwelling or unit and the city shall not be held responsible for defects not noted in the inspection report.

(B) This inspection of the land use, exterior posture and interior accessories of the structure is limited to visual inspection only. The city does not guarantee or approve by inference any latent, structural or mechanical defects thereto, or such other items that are not apparent by such visual inspection.

(C) The city shall not assume any liability to any person by reason of the inspections required by the subchapter or the code adopted herein or the issuance of a certificate of compliance or a certificate of occupancy.

(Ord. 788, passed 11-29-00; Am. Ord. 851, passed 2-20-15)

REQUEST FOR COUNCIL ACTION

To: Byron Nolen – Mayor **Date: October 31, 2017**

From: Felicia Rutledge, City Clerk **Date for Council Consideration: November 6, 2017**

ACTION REQUESTED: Consideration of a first reading and public hearing for Notice of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted.

Current Action ___X___ Emergency _____ Future _____

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

Mayor's Approval _____

BACKGROUND INFORMATION

Items addressed in this ordinance were not in use during the time any previous regulations were enacted.

SCOPE OF SERVICES

To assist any enforcement division in the application of duties and to ensure enforcement authorization

JUSTIFICATION

To update or inform when a building has been deemed dangerous and necessary actions for notice and compliance.

PROJECT OR IMPROVEMENT TASKS

Provide enforcement divisions with the ability to address issues involving such usage.

COSTS

N/A

PROJECT TIME TABLE

RESOLUTION

To approve a first reading and a public hearing for notice of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

150.141 NOTICE OF DANGEROUS BUILDING; CONTENTS; BOARD OF APPEALS; SERVICE.

(A) Notwithstanding any other provision of this act, if a building or structure is found to be a dangerous building, the city shall issue a notice that the building or structure is a dangerous building.

(B) The notice shall be served on the owner, agent, or lessee that is registered with the city under the provisions of this section, as is hereinafter stated. If an owner, agent, or lessee is not registered pursuant to the provisions of this section, the notice shall be served on each owner of or party in interest in the building or structure in whose name the property appears on the last local tax assessment records. Posting of notice upon structure in conjunction with service upon each owner or party in interest in the building, shall also constitute proper service.

(C) A registry of owners and premises shall be maintained by the city.

(D) The owners of dwelling houses, rooming houses or other units which will be offered to let, or to hire for more than 60 days of a calendar year, shall register their names and places of residence or usual places of business and the location of the premises regulated by this subchapter with the city. The owners shall register within 60 days following the day on which any part of the premises is offered for occupancy at the time this subchapter becomes effective shall register within 90 days after the effective date of this subchapter.

(E) (1) The notice shall be in writing and shall be served upon the person to whom the notice is directed either personally or by certified mail, return receipt requested, addressed to the owner or party in interest at the address shown on the tax records. If a notice is served on a person by certified mail a copy of the notice shall also be posted upon a conspicuous part of the building or structure. The notice shall be served upon the owner or party in interest at least ten days before the date of the hearing included in the notice.

(2) If the premises are managed or operated by an agent, the agent's name and place of business shall be placed with the name of the owner in the registry.

(F) The notice shall specify the time and place of a hearing on whether the building or structure is a dangerous building. The person to whom the notice is directed shall have the opportunity to show cause at the hearing why the Construction Board of Appeals, as established pursuant to and in compliance with the State Building Code, MCL 125.1501 et seq., as amended, should not order the building or structure to be demolished, otherwise made safe, or properly maintained.

(G) (1) The Construction Board of Appeals shall be appointed by the City Council, and shall serve at its pleasure. The Construction Board of Appeals shall consist of the following members:

(a) A building contractor;

(b) A registered architect or engineer;

(c) Two members of the general public; and

(d) An individual registered as a building official, plan reviewer, or inspector under the Building Officials and Inspectors Registration Act, Act No. 54 of the Public Acts of 1986, being MCL 338.2301 to 338.2313. The individual may be an employee of the city.

(2) Construction Board of Appeals members shall be appointed for three years, except that of the members first appointed, two members shall serve for one year, two members shall serve for two years, and one member shall serve for three years. A vacancy created other than by expiration of a term shall be filled for the balance of the unexpired term in the same manner as the original appointment. A member may be reappointed for additional terms.

(3) The Construction Board of Appeals annually shall elect a chairperson, vice-chairperson, recording secretary and other officers that the Board considers necessary.

(4) A majority of the Construction Board of Appeals members appointed and serving constitutes a quorum. Final action of the Board of Appeals shall be only by affirmative vote of a majority of the board members appointed and serving.

(5) The City Council may fix the amount of any per diem compensation provided to the members of the Construction Board of Appeals. Expenses of the Construction Board of Appeals incurred in the performance of official duties may be reimbursed as provided by law for employees of the City of Inkster.

(6) A meeting of the Construction Board of Appeals shall be held pursuant to the Open Meetings Act, Act No. 267 of the Public Acts of 1976, being MCL 15.261 to 15.275. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

(7) A writing prepared, owned, used, in the possession of, or retained by the Construction Board of Appeals in the performance of an official function shall be made available to the public pursuant to the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being MCL 15.231 to 15.246.

('68 Code, § 6-902) (Ord. 624, passed 8-1-85; Am. Ord. 783, passed 12-6-99; Am. Ord. 833, passed 8-7-06; Am. Ord. 851, passed 2-20-15)

§ 150.142 HEARING; TESTIMONY; DETERMINATION TO CLOSE PROCEEDINGS OR ORDER BUILDING OR STRUCTURE DEMOLISHED, MADE SAFE, OR PROPERLY MAINTAINED; FAILURE TO APPEAR OR NONCOMPLIANCE WITH ORDER; HEARING; ENFORCEMENT; REIMBURSEMENT AND NOTICE OF COST; LIEN; REMEDIES.

(A) All hearings prescribed by § 150.141 shall comply with the State Building Code, MCL 125.1501 et seq., as amended, and the Construction Board of Appeals shall take testimony of the city, the owner of the property, and any interested party. Upon completion of the hearing, the Construction Board of Appeals shall render a decision either closing the proceedings or ordering the building or structure demolished, otherwise made safe, or properly maintained.

(B) If the Construction Board of Appeals determines that the building or structure should be demolished, otherwise made safe, or properly maintained, the Construction Board of Appeals shall so order, fixing a time in the order for the owner, agent, or lessee to comply with the order. If the building is a dangerous building under § 150.140, the order may require the owner or agent to maintain the exterior of the building and adjoining grounds owned by the owner of the building including, but not limited to, maintenance of lawns, trees, and shrubs.

1.) In the event the Board agrees to an owner's intent to rehabilitate a structure, the owner must secure a base building permit from the building department within 90 days of ruling.

(C) The cost of demolition includes, but is not limited to, fees paid to hearing officers, costs of title searches or commitments used to determine the parties in interest, recording fees for notices and liens filed with the county register of deeds, demolition and dumping charges, court reporter attendance fees, and costs of the collection of the charges authorized under this act. The cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure incurred by the city, village, or township to bring the property into conformance with this act shall be reimbursed to the city, village, or township by the owner or party in interest in whose name the property appears.

(D) The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the assessor of the amount of the cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure by first class mail at the address shown on the records. If the owner or party in interest fails to pay the cost within 30 days after mailing by the assessor of the notice of the amount of the cost, the city, village, or township shall have a lien for the cost incurred by the city, village, or township to bring the property into conformance with this act. The lien shall not take effect until notice of the lien has been filed or recorded as provided by law. A lien provided for in this division does not have priority over previously filed or recorded liens and encumbrances. The lien for the cost shall be collected and treated in the same manner as provided for property tax liens under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157.

(E) In addition to other remedies under this section, the City of Inkster may bring an action against the owner of the building or structure for the full cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure. A city, village, or township shall have a lien on the property for the amount of a judgment obtained under this division. The lien provided for in this division shall not take effect until notice of the lien is filed or recorded as provided by law. The lien does not have priority over prior filed or recorded liens and encumbrances. A performance bond may be required and set by the board in either case of required demolition or rehabilitation.

('68 Code, § 6-903) (Ord. 624, passed 8-1-85; Am. Ord. 773, passed 5-18-98; Am. Ord. 783, passed 12-6-99; Am. Ord. 833, passed 8-7-06; Am. Ord. 851, passed 2-20-15)

§ 150.143 ENFORCEMENT OF JUDGMENT; LIEN FOR JUDGMENT AMOUNT; PRIORITY.

(A) A judgment in an action brought pursuant to § 150.142(E) may be enforced against assets of the owner other than the building or structure.

(B) The city shall have a lien for the amount of a judgment obtained pursuant to § 150.142(E) against the owner's interest in all real property located in this state that is owned in whole or in part by the owner of the building or structure against whom the judgment is obtained. A lien provided for in this section does not take effect until notice of the lien is filed or recorded as provided by law, and the lien does not have priority over prior filed or recorded liens and encumbrances.

('68 Code, § 6-904) (Ord. 624, passed 8-1-85; Am. Ord. 783, passed 12-6-99; Am. Ord. 833, passed 8-7-06; Am. Ord. 851, passed 2-20-15)

§ 150.144 FAILURE OR REFUSAL TO COMPLY WITH ORDER; MISDEMEANOR.

A person who fails or refuses to comply with an order approved by the Construction Board of Appeals under § 150.142 within the time prescribed by that section is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not more than $500 or both.

('68 Code, § 6-905) (Ord. 624, passed 8-1-85; Am. Ord. 783, passed 12-6-99; Am. Ord. 833, passed 8-7-06; Am. Ord. 851, passed 2-20-15)

§ 150.145 APPEALS.

An owner aggrieved by a final decision or order of the Construction Board of Appeals may appeal the decision or order to the circuit court by filing a petition for an order of superintending control within 20 days from the date of the decision.

('68 Code, § 6-906) (Ord. 624, passed 8-1-85; Am. Ord. 783, passed 12-6-99; Am. Ord. 833, passed 8-7-06; Am. Ord. 851, passed 2-20-15)

October 16, 2017
Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, October 16, 2017.

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

A. Agenda Discussion

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to go into Executive Session 6:52 p.m. to discuss pending litigation, personnel and land sales in accordance with MCL 15.286 (e). Motion carried unanimously

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to adjourn the closed Executive Session at 7:06 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:15 p.m.

Pledge of Allegiance

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

Prayer

Prayer was led by Pastor Harris

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Chisholm	Present
Councilwoman Mitchell	Present		

Approval of Agenda

Moved by Councilmember Oden, Seconded by Councilmember Chisholm to approve the agenda.
10-17-243R - Motion carried.

Presentations/Discussion

A. Inkster Beautification Presentation – Toni Bailey

Public Hearings

Consent Agenda

A. October 2, 2017 Regular City Council Meeting Minutes.
B. TIFA Annual Report to receive and file.
C. ZBA Annual Report to receive and file.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve the consent agenda.
Resolution 10-17-244R – Motion carried.

Boards and Commission

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

Moved by Councilmember Chisholm, Seconded by Councilmember Oden to appoint George Mitchell to the Historical Commission.
Resolution 10-17-245R – Motion carried.

Nominations:
Opal Nolen – Parks and Recreation Commission

Previous Business

Ordinance(s)

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

New Business

A. Discussion/Action (Jeannie Fields) Consider approval of an offer to purchase (Case # LD 17-31) five (5) vacant commercial parcels: 1) Cherry vacant lot (Property ID #44009020036000), 2) Cherry vacant lot (Property ID #44009020040000), 3) Cherry vacant lot (Property ID #44009020041000), 4) Cherry vacant lot (Property ID #44009020042000) and 5) Cherry Hill vacant lot (Property ID #4400902004300) to Harlan Howard for the total amount of $72,000.00.

Moved by Councilmember Oden, Seconded by Councilmember Chisholm To approve of an offer to purchase (Case # LD 17-31) five (5) vacant commercial parcels: 1) Cherry vacant lot (Property ID #44009020036000), 2) Cherry Hill vacant lot (Property ID #44009020040000), 3) Cherry Hill vacant lot (Property ID #44009020041000), 4) Cherry vacant lot (Property ID #44009020042000) and 5) Cherry vacant lot (Property ID #4400902004300) to Harlan Howard for the total amount of $72,000.00.
Resolution 10-17-246R – Motion failed.

ROLL CALL VOTE:

Councilmember Chisholm	**Nay**	**Councilmember Mitchell**	**Nay**
Mayor Pro-Tem Williams	**Nay**	**Councilmember Oden**	**Nay**
Councilmember Howard	**Nay**	**Councilmember Watley**	**Yea**

B. Discussion/Action: (Jeannie Fields) Consider approval of an offer to purchase (Case # LD 17-18) two (2) vacant residential parcels located on the east side of Isabelle Street between Carlysle Street and Beech Street legally and is described as LOTS 719 and 720 DEARBORN ACRES SUB. NO. 2 T2S R9E, L33 P79 WCR (Parcel ID: 44-009-02-0719-000) and LOTS 721 and 722 DEARBORN ACRES SUB. NO. 2 T2S R9E, L33 P78 WCR (Parcel ID: 44-009-02-0721-000) in the total amount of $1,500.00 to Springhill Baptist Church.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Mitchell to approve of an offer to purchase (Case # LD 17-18) two (2) vacant residential parcels located on the east side of Isabelle Street between Carlysle Street and Beech Street legally and is described as LOTS 719 and 720 DEARBORN ACRES SUB. NO. 2 T2S R9E, L33 P79 WCR (Parcel ID: 44-009-02-0719-000) and LOTS 721 and 722 DEARBORN ACRES SUB. NO. 2 T2S R9E, L33 P78 WCR (Parcel ID: 44-009-02-0721-000) in the total amount of $1,500.00 to Springhill Baptist Church.
Resolution 10-17-247R – Motion carried.
NAY: (Watley)

C. Discussion/Action: (Darin Carrington) Consideration and approval of new contract with WCA Assessing and the addition of a Termination for Convenience Clause to the contract per the City Attorney.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to approve of new contract with WCA Assessing.
Resolution 10-17-248R – Motion carried.
NAY :(Watley)

D. Discussion/Action: (Darin Carrington) Consideration and approval for equipment for Parkwood Park in the amount of $44,174.00

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve of equipment for Parkwood Park in the amount of $44,174.00
Resolution 10-17-249R – Motion carried.
NAY: (Watley)

Public Participation

- **Officer Lebo** – Announced the IPAL Fish Fry on Friday, October 20, 2017. She stated that the last Movie Night was a huge success. She said they gave away four bikes and other gifts.
- **Gennifer Williams** – Announced the Inkster Task Force 5k Run, Walk she further announced Student Care Package Party.
- **Rochelle Wells** –_Announced the Inkster Good Fellows Pancake Breakfast. She stated the Breakfast is on Saturday, October 21, 2017 and benefits No Child without a Christmas.

City Clerk

- Announced the November 7, 2017 Romulus and Taylor School District Special Elections.
- Announced a Voter Registration and Absentee Voter Drive at Thompson Towers.

City Treasurer

Mayor and Council

- **Councilwoman Watley** – Announced District III Advisory meeting to be held at the Fire Department. She stated the November meeting would be held at Thompson Towers. She further announce the I-Can Candy Convoy on Halloween Day. She stated she is accepting candy donations. She lastly stated that she picked up some commodities from Focus Hope for a Senior. She stated while at Focus Hope they stated they are looking for persons to come pick up commodities.
- **Councilwoman Mitchell** – Stated the Inkster Task Force gave a Financial Fitness seminar that was a success. She stated the workshop explained to potential home owners how to be financially fit. She additionally announced the Inkster Task Force 5K Run/Walk on October 28, 2017. She lastly stated that the Inkster Development Corporation is doing a survey to receive feedback on a more desirable and walkable downtown.
- **Councilman Chisholm** – Stated he visited Inkster Prep for a backpack give away. He stated that October is Breast Cancer Awareness month and that Ink Town Pedal Push is still happening every Wednesday weather permitting.
- **Councilwoman Howard** – Thanked Commissioner Glenn Anderson for his assistance with getting the light up at Cherry Hill and Inkster Road. She stated that something needed to be done about the school on Annapolis and Beech Daly. She said the windows are broken and she does not want to see kids in the building. He further asked residents to be aware of their surroundings due to Human Trafficking.
- **Mayor Pro-Tem Williams** – Announced the cleaning of the Booker Dozier complex on October 24, 2017. He thanked everyone for their support of Inkster Citizens that Care Chicken and Waffle Breakfast. He stated that the proceeds go to help Coats for Kids. He invited everyone to shop Inkster.
- **Mayor Nolen** – Announced the Feast Grand Opening on Thursday, October 19, 2017. He further recognized Officer Squirewell for going above and beyond to assist a person in distress while on duty.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm and carried, the Regular Council meeting of October 16, 2017 was adjourned at 8:20 p.m.

Felicia Rutledge, City Clerk

City of Inkster

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

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Page: 1
10/15/2017
Account No: 1897M

Attn: City Manager

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	$6.000.00
Municipal Legal Services	$3,064.25
Labor	$1,487.50
Litigation	$20,716.39
Total Invoice for October, 2017	**$31,268.14**

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. 02/16/17
Audrey Jean Searcy		Exp. 01/17/19
Doris Horne		Exp. 02/16/17
Henry Wade		Exp. 02/01/18
Toni Bailey		Exp. 07/07/19
Dorothy Gardner		Exp. 01/17/20
Chuck Coleman		Exp. 02/01/18
Gabe Henderson		Exp. 02/01/18
Jean Liddell		Exp. 05/15/19
Patricia Donald		Exp. 07/06/17
Iris Love		Exp. 01/17/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment	3 Members	Charter Provision and State Law
WCA Assessing		Clerk of the Board – Non Voting
William Miller		Exp. 02/06/2018
Gina Triplett (Alternate)		Exp. 03/06/18
Lenoria Warmack		Exp. 01/17/18
Celeste McDuffie		Exp. 02/06/18

BEAUTIFICATION COMMITTEE

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

2 Year Term	
Toni Bailey	Exp. 05/16/18
Kathleen Gibbs	Exp. 02/06/19
Gabe Henderson	Exp. 05/16/18
Avis Love	Exp. 03/16/17
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	
Vacant	

BUILDING AUTHORITY COMMISSION - *Inactive*

[MEETINGS: Second Monday in January]

3 Year Term	5 Members	State Law and Resolution 74-1-39
Nathaniel Elcock		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
Timothy Williams	Ex-Official	
Troy Seaton	Dist. 1	Exp. 01/17/20
Leon Houston	Dist. 2	Exp. 06/19/22
Charmaine Kennedy	Dist. 3	Exp. 01/17/20
Octavia Smith	Dist. 4	Exp. 07/03/20
Thelma Jean Overman	Dist. 5	Exp. 02/06/20
	Dist. 6	Exp. 01/04/19
Sandra Watley	**Mayoral**	Exp. 01/03/20
Steven Chisholm	At-Large	Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term	3 Members	Ordinances 237 & 559
Clarence Oden		Exp. 6/18/15
Vacant - (Employee Representative)		
~~James White~~ - (Commission Appointment)		Exp. 12/04/11

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

	5 Members	Ordinance 150.140 thru 150.145
Jim Wright (Building Contractor)		Exp. 9/18 (1 Year Term)
Deborah Owens (General Member)		Exp. 9/19 (2 Year Term)
Guy Borrusch General Member)		Exp. 9/19 (2 Year Term)
Dorsey Williams (Contractor)		Exp. 9/20 (3 Year Term)
James Garett (Engineer)		Exp. 9/20 (3 Year Term)

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

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

DOWNTOWN DEVELOPMENT AUTHORITY

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

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Connie R. Mitchell		Tenure
Martha Theis		Exp. 01/14/18
Vacant		
Cynthia Adams (Secretary)		Exp. 01/14/18
Brittni Abiolu (Vice Chair)		Exp. 05/18/19
Peter Cimeot		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Val Ogbonaya		Exp. 07/20/19
Winston Wade		Exp. 07/17/21
Rerhi Onomake (Treasurer)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21
Deborah Walker		Exp. 06/07/16
Mary Weislo		Exp. 03/07/17
Cassandra Leonard		Exp. 06/07/16
Herbert Johnson		Exp. 06/07/16
Dennis Weislo		Exp. 06/07/19
Charmaine Kennedy		Exp. 01/17/23
Connie R. Mitchell		Exp. 02/06/23

ELECTRICAL EXAMINING BOARD

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

ELECTION COMMISSION

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

Council Member (most votes)	
City Attorney	Tenure
City Clerk	Tenure
Catherine Morris (Mayor and Council appointee)	
Vacant (Mayor and Council appointee)	

HOUSING AND REDEVELOPMENT

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

Caroline Smith	Exp. 12/21
Mable Stroman	Exp. 12/21
Ellis Clifton	Exp. 12/21
DaSalla Scott	Exp. 01/22 (Resident Housing)
George Williams	Exp. 12/21

INKSTER HISTORICAL COMMISSION

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

Theola Jones	Dist. 1	Exp. 02/06/19
Rhoda Littles	Dist. 2	Exp. 02/06/19
Ruth E. Williams	Dist. 3	Exp. 02/06/19
Vacant	Dist. 4	
Vacant	Dist. 5	
Jean Liddell	Dist. 6	Exp. 09/18/19
George Mitchell		Exp. 10/16/19

LIBRARY BOARD 4 year term

Michael Wells	Exp. 2019
Akindele Akinyemi	Exp. 2019
DeAndra Crystal-Rikay Watley	Exp. 2019
Dosye A. Thompson	Exp. 2019
Emmereal Shawn Wells	Exp. 2019
Ruth E. Williams	Exp. 2019

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

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

Nell Harrison	Dist. 1	Exp. 3/21/18
Curtistine Barge	Dist. 2	Exp. 1/20/18
Brittni Abiolu	Dist. 3	Exp. 3/7/18
Olubisi B. Ajetunmobi	Dist. 4	Exp. 1/20/18
Vacant	Dist. 5	
Barbara Cooper	Dist. 6	Exp. 5/2/18
Marie Jenkins	**Mayoral**	
Exp. 1/20/18		

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term | 7 Members | State Law and Ordinance 409

Lenoria Warmack	Exp. 10/17/2023
Thelma Jean Overman	Exp. 10/17/2023
Debra Owens	Exp. 10/17/2023
Ann Gross	Exp. 12/5/2023
Ronald Johnson	Exp. 12/19/2023
George Williams	Exp. 12/19/2023
Aaron Sims	Exp. 01/03/2024

PARKS AND RECREATION COMMISSION

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

2 Year Term | 9 Members | Ordinances: 493 & 551

John White	Dist. 1	Exp. 03/20/19
Deborah Owens	Dist. 2	Exp. 03/25/16
Shelby Johnson	Dist. 3	Exp. 09/15/16
Vernell Massey	Dist. 4	Exp. 12/01/16
Lenardo Gamble	Dist. 5	Exp. 10/15/16
Connie R. Mitchell	Dist. 6	Exp. 09/05/19
Tonia Williams	Mayoral	Exp. 02/20/19
Shirley Hankerson	Mayoral	Exp. 05/01/19
Ned Sanders	Council	Exp. 07/07/19
Timothy Williams	?	Exp. 10/2/21

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term | 6 Members

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

PLANNING COMMISSION

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

3 Year Term | 9 Members | State Law and Ordinance 33

Marcus Hendricks (Council appointee)	Exp. 12/18
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 10/18
Timothy Williams (Mayor Pro-Tem)	Exp. 7/19
Mack Willis	Exp. 2/20
James Garrett	Exp. 09/20
William Ratliff (Vice-Chair)	Exp. 0419
Lynette Cain (Secretary)	Exp. 05/19
Steven Chisholm (Chair)	Exp. 04/19

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

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

2 Year Term | 5 Members | Charter

Lorenzo A. Moner, Jr.	**Mayoral**	Exp. 12/17
Barry O'Bryan	Police Rep	
Jason Kaye	Fire Rep	
Sandra K.Watley	**City Council Rep**	Exp. 12/18
Velma Overman	Board of Trustee Rep	

WATER REVIEW COMMITTEE

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

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

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

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 36300 Warren Rd. Westland, MI. 48185]

Mayor Pro-Tem Timothy Williams	Exp. Tenure
Denise Champagne, Community Appointee	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	Exp. Tenure
Clarence Oden (Alternate)	Exp. Tenure

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

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

6 Year Term | 13 Members | Resolution 85-8-331

Connie R. Mitchell	Tenure
Brittni Abiolu	Exp. 6/06/22
Avis Love	Exp. 03/20/23
Rerhi Onomake	Exp. 03/16/21
Dennis Weislow	Exp. 06/07/19
Charmaine Kennedy	Exp. 02/20/21
Mary Weislow (Treasurer)	Exp. 06/06/22
Winnie Nwankwo	Exp. 05/18/21
Akindele Akinyemi	Exp. 05/18/21

BROWNFIELD REDEVELOPMENT AUTHORITY

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

Terms 1, 2 and 3 years | Up to 9 members | Resolution 02-9-458

Timothy Williams, City Council Representative	Tenure
Darin Carrington, Treasurer	Tenure
M. Jeannie Fields, Community	Tenure
Tonia C. Williams	Exp. 02/20/19
Dorothy Gardner	Exp. 09/21/17

NOTES:

Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date: October 30, 2017**

From: Denise M. Champagne **Date for Council Consideration: November 6, 2017**
Commission on Aging Director

ACTION REQUESTED: Consider approval of automobile lease agreement for the 2011 Ford Bus (12 passengers/2wheelchairs) between the City of Inkster and the Inkster Commission on Aging in the amount of $12 ($1 per month) for the period of one year (October 2017 – September 2018). This lease agreement will allow the Inkster Commission on Aging to fully insure this vehicle through their commercial vehicle insurance coverage, protecting the interest of the City of Inkster.

Current Action ___X___ Emergency _____ Future _____

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

Mayor's Approval Byron H. Nolen

BACKGROUND INFORMATION

Vehicle is currently insured under the City of Inkster's policy with a $150,000.00 deductible. Vehicle purchase price was $84,000.00. Inkster Commission on Aging will provide full insurance on this vehicle with a $500 Comprehensive and $1,000 Collision Deductible which will make it more manageable to replace should it be damaged beyond repair.

SCOPE OF SERVICES

Vehicle is used by the Inkster Commission on Aging to provide medical transportation on M-W-F, shopping transportation on Tuesday and monthly trips on Thursday.

JUSTIFICATION

Protecting the interest of all parties to insure services continue.

PROJECT OR IMPROVEMENT TASKS

Which of the Five (5) Council Goals does this request meet?
Note to Department Heads: You may indicate anywhere from one to all five goals, if applicable.

1. Enhance Public Safety & Strengthen the Police Department
2. Revitalize the Michigan Avenue Corridor and the area covered by the DDA
3. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster
4. **Develop a plan to address the City's current debt and legacy costs**
5. **Improve and promote the image of Inkster**

COSTS

-0- - Possible savings in removing from City's insurance policy.

PROJECT TIME TABLE

Immediate upon approval.

RESOLUTION

Authorization is hereby given to

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date:** October 26, 2017

From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: November 6, 2017

ACTION REQUESTED: Consider approval of an offer to purchase (Case #17-27) one (1) residential property: 1) 4337 Harrison Ave. which is legally described as 36C48B 49 S 1/2 OF LOT 48 ALSO LOT 49 ALSO W 1/2 ADJ VAC ALLEY INKSTER GARDENS SUB T2S R9E L48 P73 WCR (Property ID # 44014030048002) in the amount of $2,000.00.

Current Action __X__ Emergency _____ Future _____

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

Mayor's Approval _____

BACKGROUND INFORMATION

Peggy Bishop has made application to purchase one residential property:

1) 4337 Harrison Ave. which is located on the east side of Harrison Ave. between Pine and Annapolis is legally described as 36C48B 49 S 1/2 OF LOT 48 ALSO LOT 49 ALSO W 1/2 ADJ VAC ALLEY INKSTER GARDENS SUB T2S R9E L48 P73 WCR (Property ID # 44014030048002) in the amount of $2,000.00.

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

SCOPE OF SERVICES

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

JUSTIFICATION

4337 Harrison Ave, built in 1961 at 1,236 sq. ft. is located in R-1B zoning district (One Family Residential). The intended use for this property is an authorized use. The applicant is offering to purchase the subject property for the total price of $2,000.00. Per the applicant, repairs for the properties will include the following:

- Plumbing

- Electrical
- All new drywall
- Furnace
- Hot water tank
- Updated kitchen
- Updated bathroom
- New flooring
- Repair or replace roof, siding and gutters

Based on the amount of the repairs, condition of the property and recent land sales, the offering price is reasonable.

PROJECT OR IMPROVEMENT TASKS

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

COSTS

The applicant has deposited $600.00 for the sale of one (1) residential property: 1) 4337 Harrison Ave. (Property ID # 44014030048002) and is offering a total purchase price of $2,000.00.

RESOLUTION

Authorization is hereby given for the sale of one (1) residential property: 1) 4337 Harrison Ave. (Property ID # 4014030048002) in the total amount of $2,000.00 to Peggy Bishop subject to the following conditions:

- Obtain a Certificate of Occupancy/Compliance prior to moving someone into the property.
- Complete closing on the properties within 30 days by paying the balance of the price of sale ($1,400.00), paying the cost of recording the deed ($18.00), entering into a purchase agreement, and executing property transfer affidavits.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

Deposit/Administrative Fee Received $1000.00
Date Received 10/3/17
Case # 17-27

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Peggy Bishop

Applicant's Address _____

Applicant's Phone Number: _____

Proposed Owner's Name (as indicated on deed): Peggy Bishop

PROPERTY INFORMATION -- Purchase Offer $ 2000.00

Property Location: on Northside of Harrison Street/Avenue

Between Annapolis Street/Avenue and Pine Street/Avenue

Tax ID, Legal Description, **and Address** if Structure 4337 Harrison

44014030048002 36C48B 49 S 1/2 of Lot 48 also Lot 49 also W 1/2 adj vac. alley Inkster Gardens Sub T2S R9E L48 P73 WCR

Parcel Size: 4371 (Width) 36 X (Length) 122 Current Zoning R

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

No commision paid on this offer

Summary of Proposed Use: Investment Property
Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of $ 1000.00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

Peggy Bishop
Applicant's Signature

9-28-17
Date

Stephanie Taylor
Broker's Name

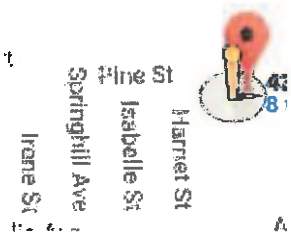
Google Maps 4337 Harrison St

Image capture: Aug 2011 © 2017 Google United States

Inkster, Michigan

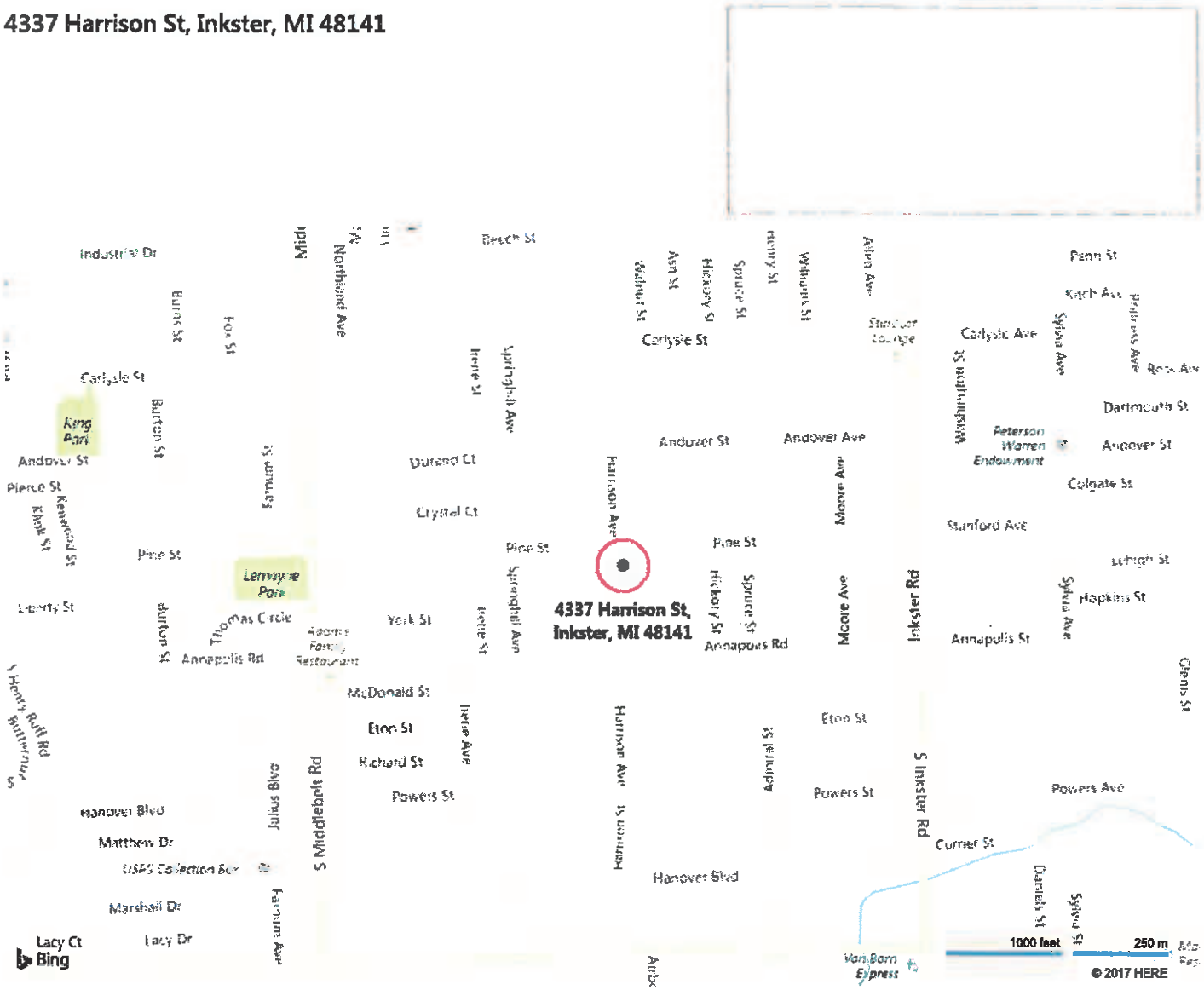
Google, Inc.

Street View - Aug 2011



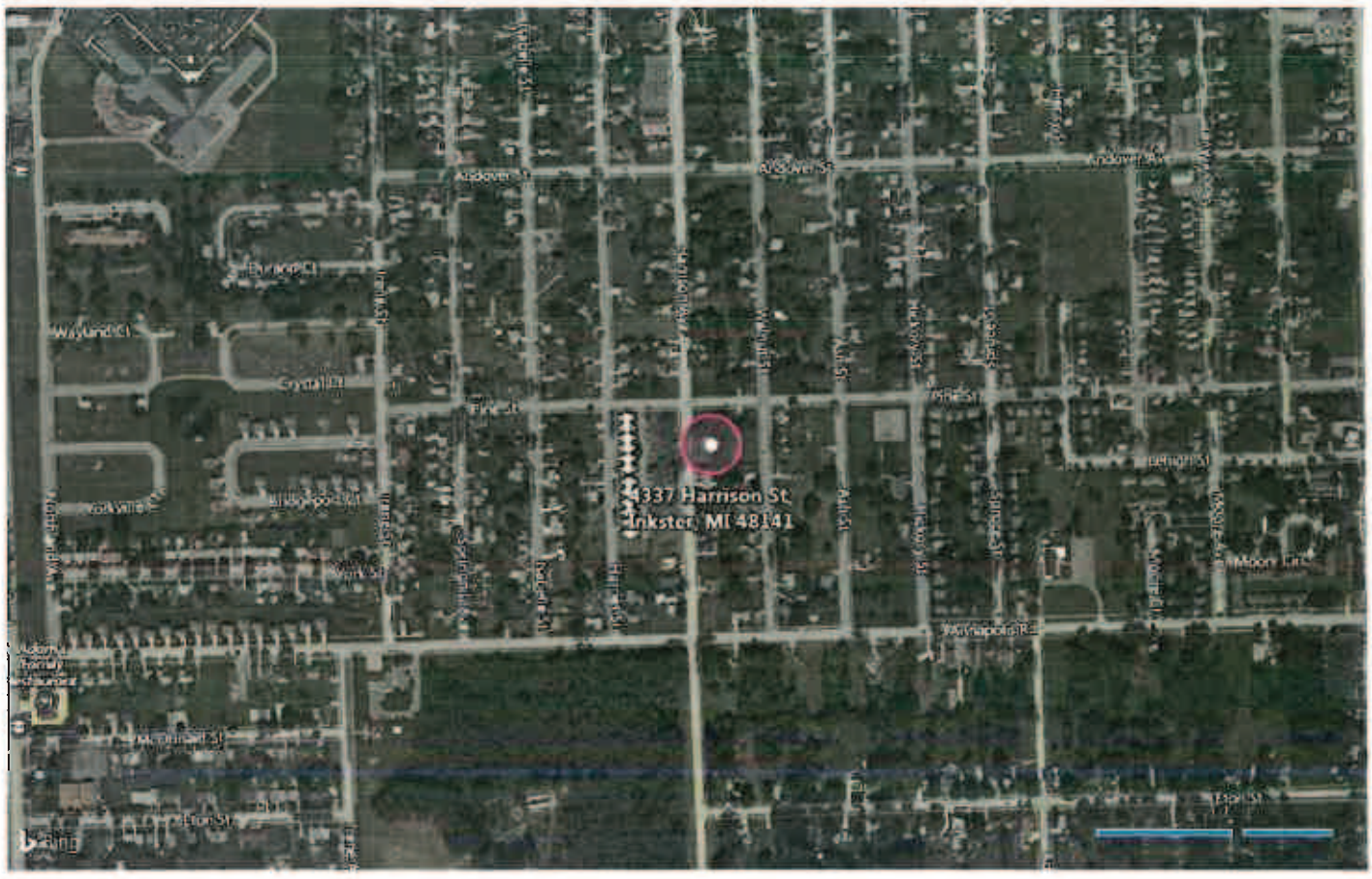
bing maps

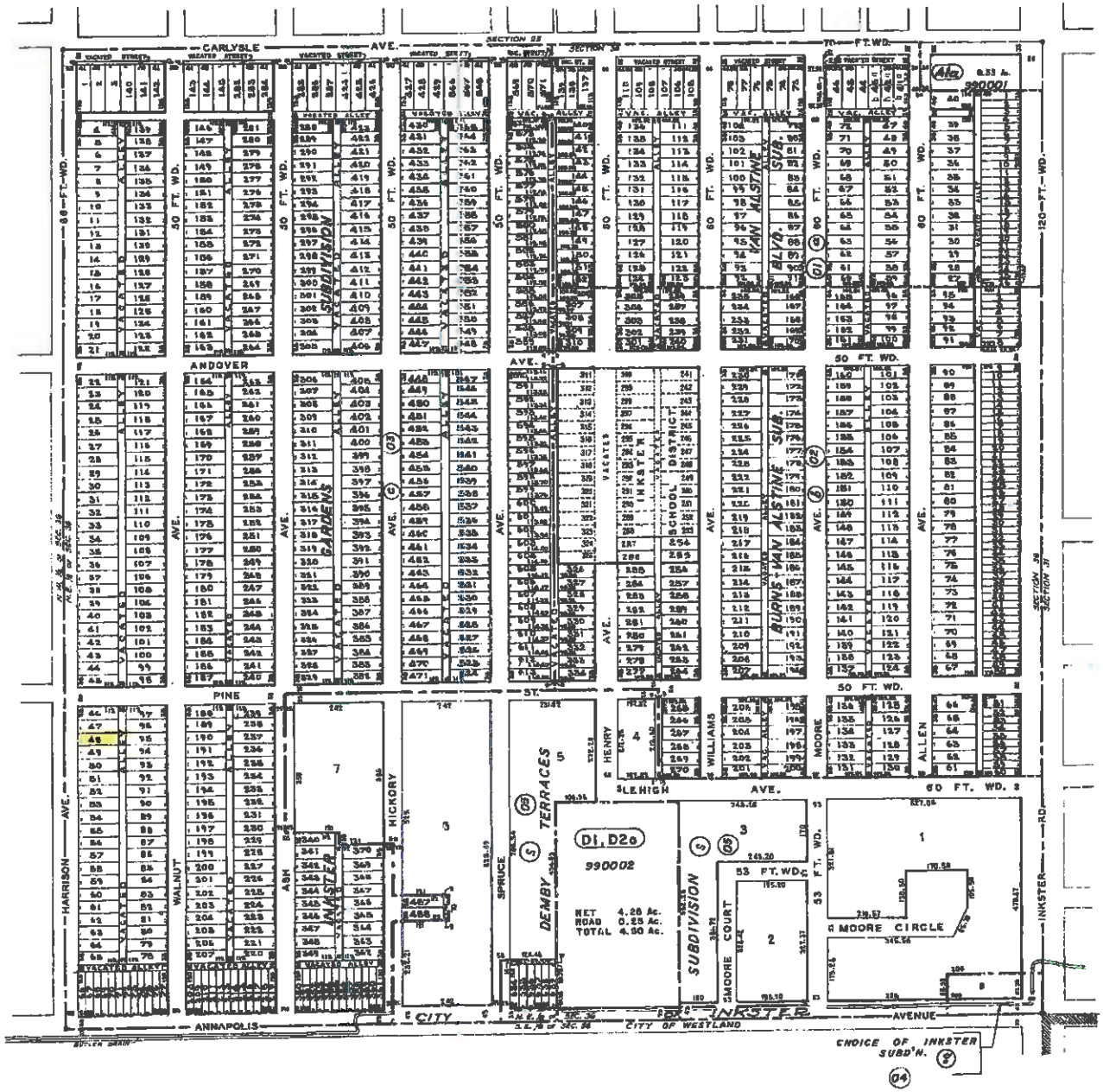
4337 Harrison St, Inkster, MI 48141



bing maps

4337 Harrison St, Inkster, MI 48141





N.E. 1/4 SECTION 36

CITY OF INKSTER

T. 2 S. R. 9 E.

WAYNE COUNTY, MICHIGAN

SCALE 1 INCH = 200 FEET

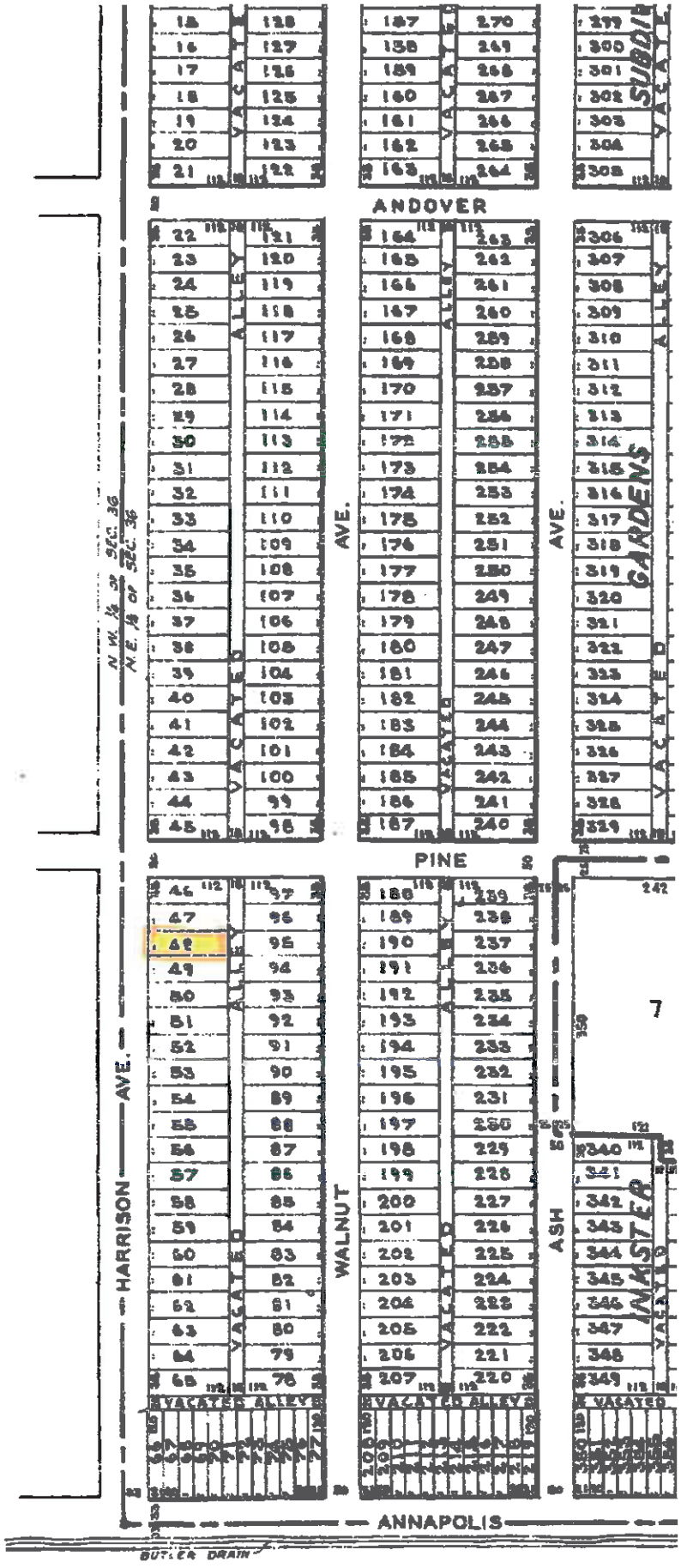
DEPARTMENT of MANAGEMENT and BUDGET
ASSESSMENT and EQUALIZATION DIVISION

© 2005 COUNTY OF WAYNE, STATE OF MICHIGAN

ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM THE COPYRIGHT OWNER. COPYRIGHT INFRINGERS WILL BE PROSECUTED TO THE FULL EXTENT ALLOWABLE BY LAW, UNDER THE FEDERAL COPYRIGHT STATUTE, 17 U.S.C. 101, ET AL.

P37

6-1-40
7-24-48
8-20-48
6-14-51
4-7-53
6-2-56
7-31-56
2-20-57
6-21-57
7-5-57
6-30-59
5-1-61
8-4-62
8-30-62
6-18-64
11-10-64
8-10-66
4-1-71
1-5-73
5-14-74
6-16-88
11-11-91
3-30-93
6-28-93
5-10-05



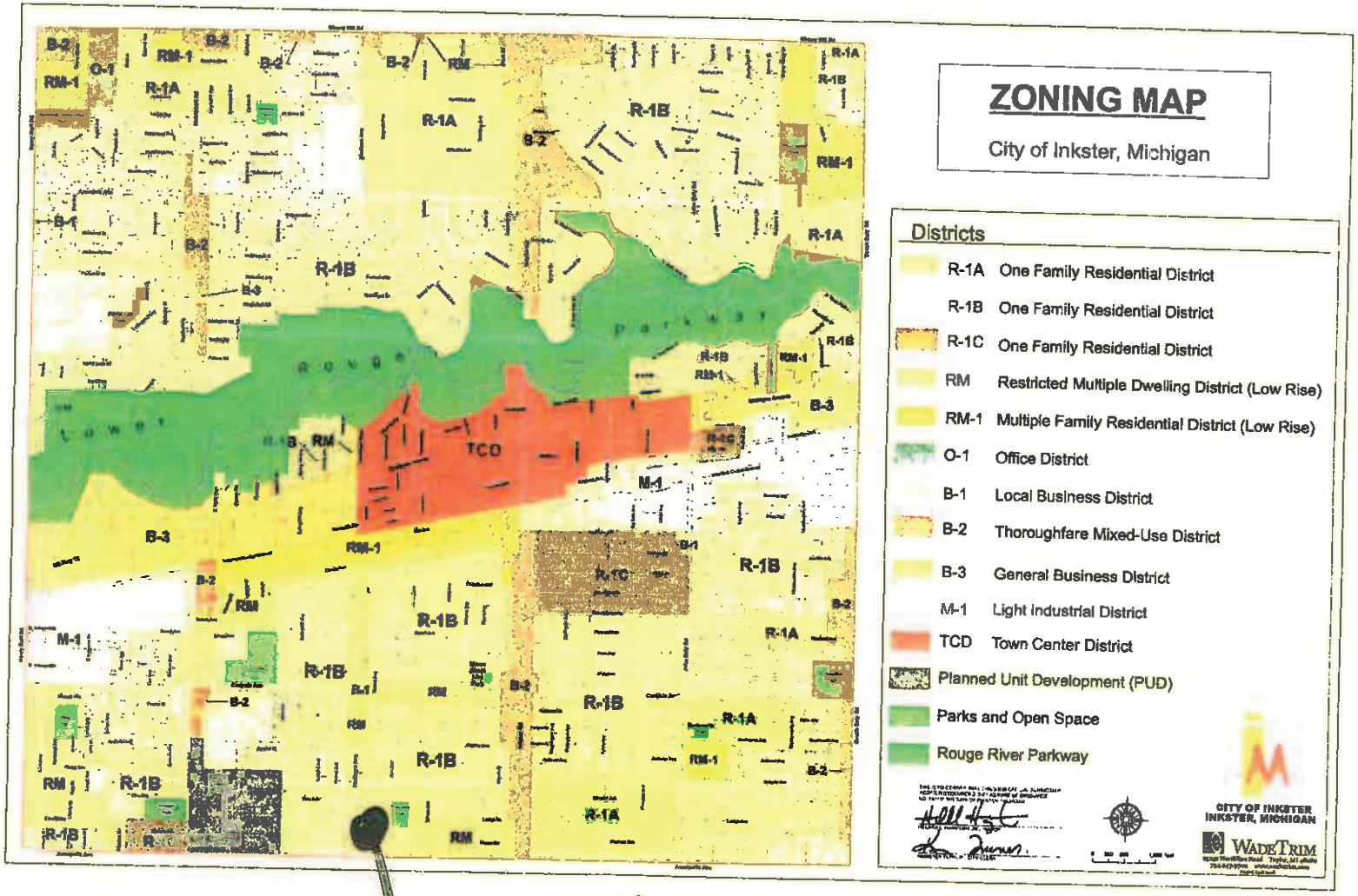
6-1-40.

Drawn by Abrams

Traced by

Approved by

Revised	6-1-40
	7-24-45
	8-20-46
	6-14-51
	4-7-53
	6-8-55
	7-31-56
	2-20-57
	6-21-57
	7-5-57
	6-30-60
	5-1-61
	8-4-62
	9-18-63
	6-19-64
	11-20-64
	8-10-66
	4-1-71
	1-6-73
	5-24-74
	6-16-88
	11-10-89
	5-30-90
	6-29-93



4337 Harrison Ave.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date:** October 26, 2017

From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: November 6, 2017

ACTION REQUESTED: Consider approval of an offer to purchase (Case #17-24) one (1) vacant residential parcel located on the north side of Stanford Ave. between Meadowdale and Beech Daly and is legally described as *31B330* LOT 330 ALSO S 1/2 ADJ VAC ALLEY ROUGELVANIA SUB NO. 1 T2S R10E L54 P81 WCR - K - 58.99 (Property ID # 44024020331000) in the total amount of $250.00.

Current Action _____ Emergency _____ Future _____

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

Mayor's Approval Byron H. Nolen

BACKGROUND INFORMATION

Michael Marbury made application to purchase one vacant residential parcel which is fenced in to the house he presently owns:

1) This Stanford Ave. vacant residential parcel is located on the north side of Stanford Ave. between Meadowdale and Beech Daly and is legally described as *31B330* LOT 330 ALSO S 1/2 ADJ VAC ALLEY ROUGELVANIA SUB NO. 1 T2S R10E L54 P81 WCR - K - 58.99 (Property ID # 44024020331000) in the amount of $250.00.

A picture and associated maps are attached. This parcel is being purchased as additional yardage to his current yard. Michael Marbury was under the impression that he already owned the land prior to fencing it in.

SCOPE OF SERVICES

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

JUSTIFICATION

This Stanford Ave. vacant residential parcel is located in the R-1B zoning district (One Family Residential). This lot is non-buildable. The intended use for this parcel is an

authorized use. The applicant is offering to purchase the subject parcel for a total purchase price $250.00.

PROJECT OR IMPROVEMENT TASKS

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

COSTS

The applicant has deposited $100.00 for the parcel and is offering a total purchase of $250.00.

RESOLUTION

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

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

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

Deposit/Administrative Fee Received $100
Date Received 9/14/17
Case # LD FZ-24

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Michael Marbury

Applicant's Address

Applicant's Phone Number:

Proposed Owner's Name (as indicated on deed): Michael Marbury. A Single Man

PROPERTY INFORMATION -- Purchase Offer $ 250.00

Property Location: on N side of Stanford Street/Avenue

Between Meadowdale Street/Avenue and Beech Daly Street/Avenue

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

31833 Lot 330 Also S ½ Adj Vac Alley ROUGELVANIA SUB NO. 1 T2S R10E L54 P81 WCR

Parcel Size: 53 (Width) _____ X (Length) 131.50 Current Zoning Residential

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

Summary of Proposed Use: I own the house next to it. This lot was at some point included with my house because it is inside my fence.
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.

Applicant's Signature

8-24-17
Date

Ernestine Williams
Broker's Name

Google Maps 26064 Stanford Ave

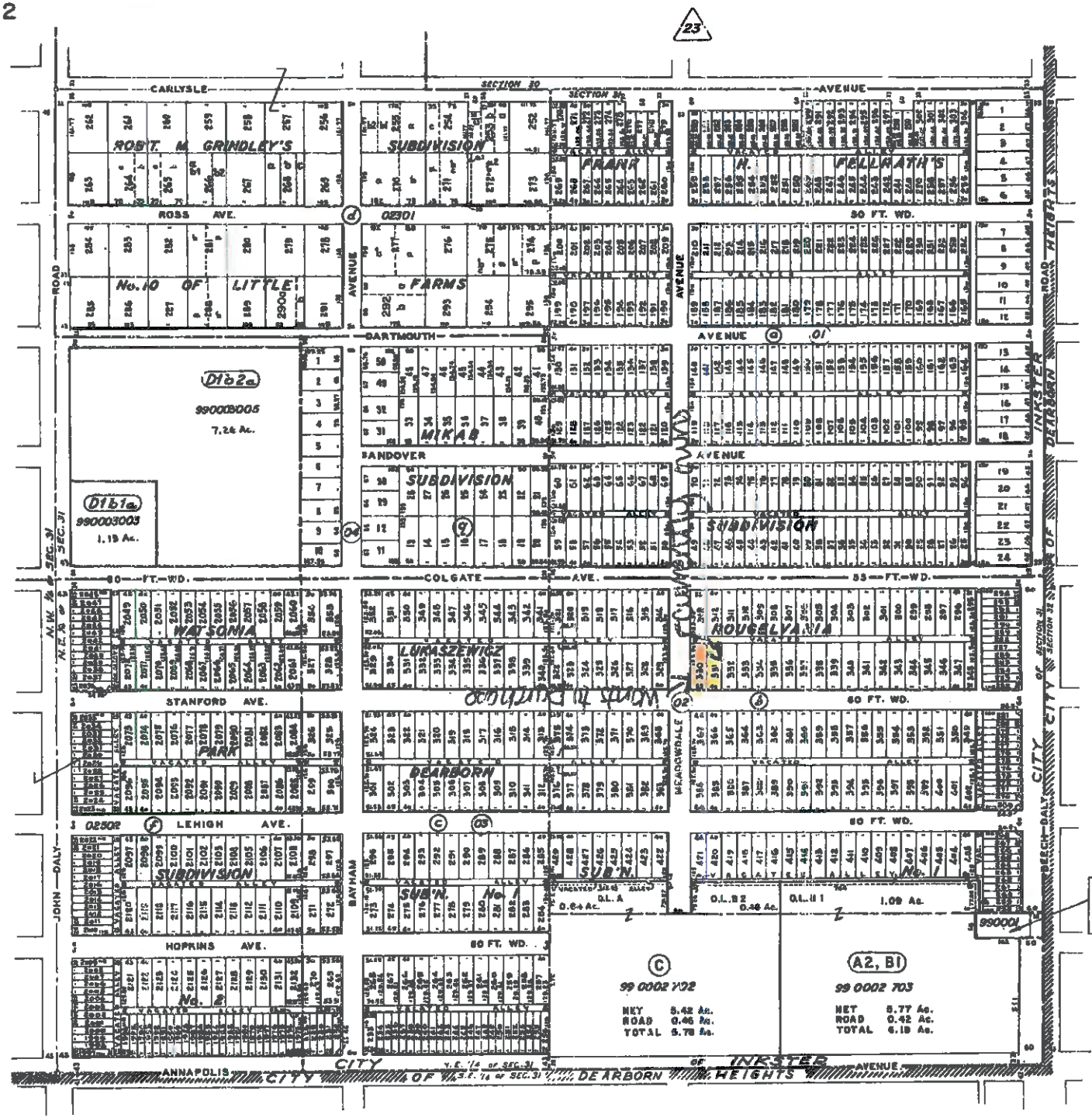
Google Maps 26064 Stanford St

Imagery ©2017 Google, Map data ©2017 Google United States 50 ft

26064 Stanford St

Inkster, MI 48141

82-09-312

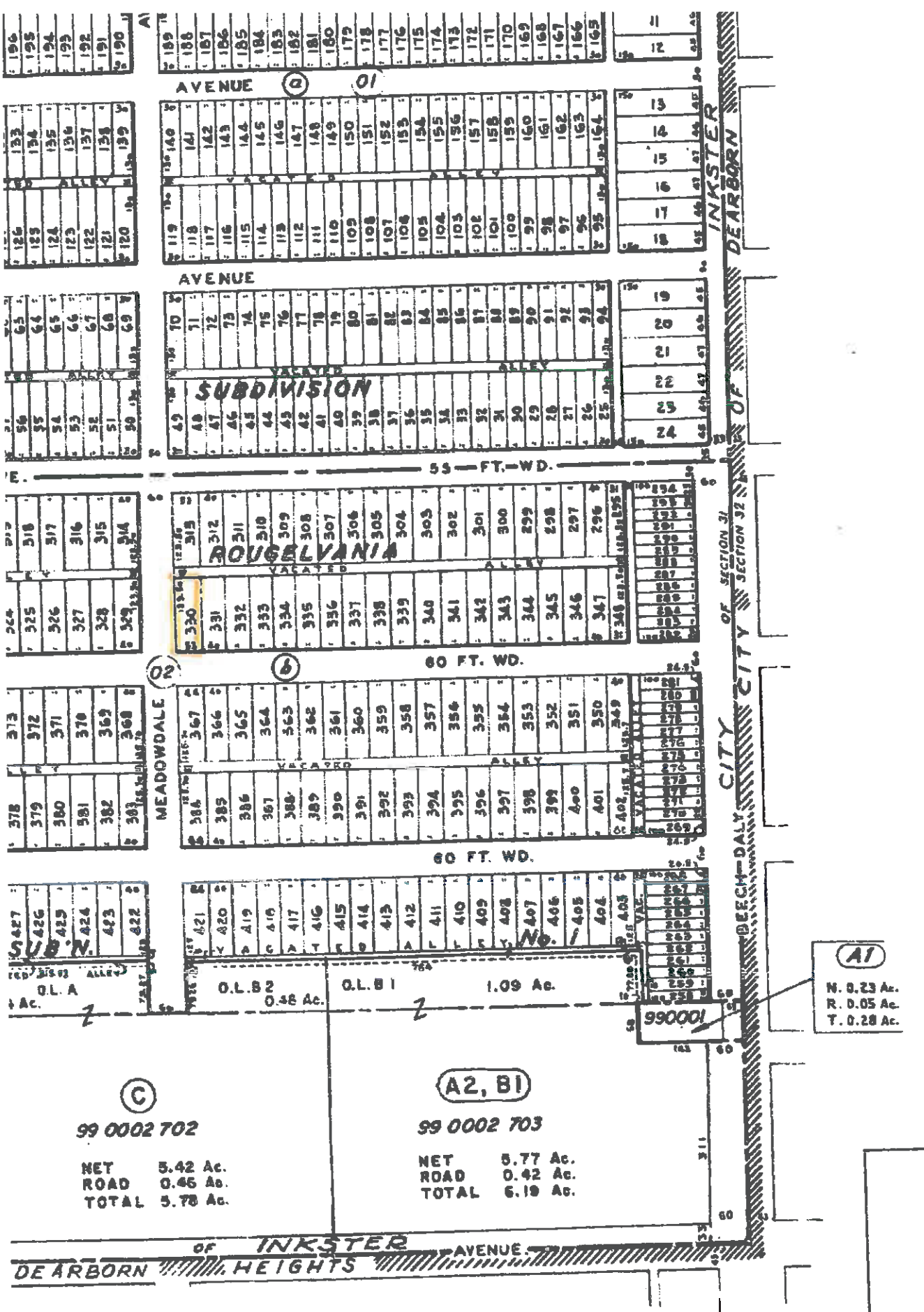


Date 3-2-35
Drawn by JANETTE ANDERSON
Checked by
Approved by
Revised 8-17-45

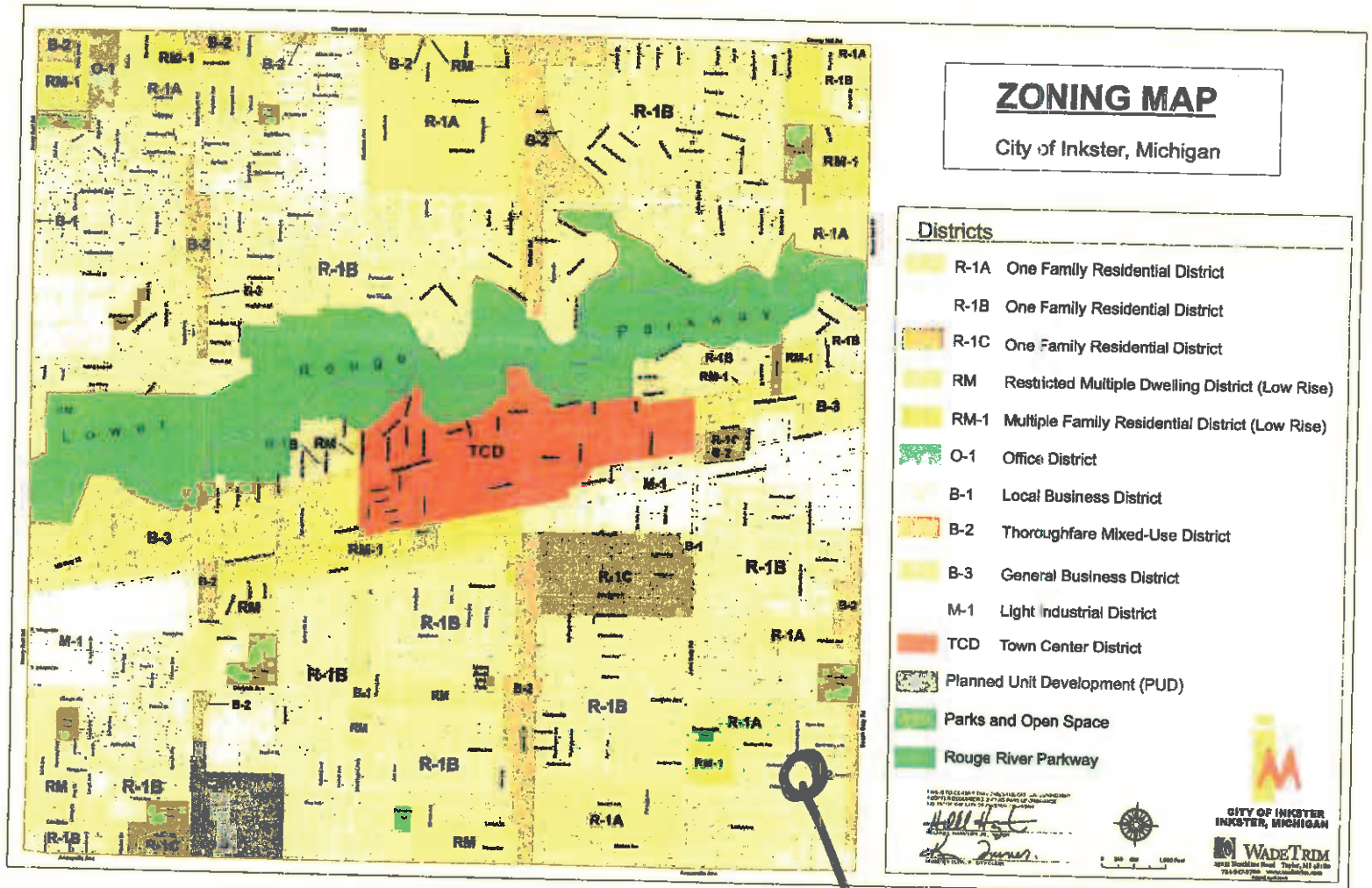
4-21-88	7-19-44	7-24-95
5-30-90	6-15-48	7-3-96
	5-25-49	3-2-00
	2-28-50	5-11-05
	4-9-54	
	11-21-56	
	5-27-57	
	3-18-58	
	8-5-59	
	4-27-60	
	7-14-60	
	2-28-62	
	7-9-62	
	8-17-63	
	11-20-64	
	10-12-65	
	6-22-66	
	4-23-69	
	8-14-70	

N.E. 1/4 SECTI
CITY OF IN
T. 2 S. R
WAYNE COUNTY
SCALE 1 INCH = 20
DEPARTMENT of MANAGER
ASSESSMENT and EQUALI

P45



N.E.
CITY
T. 2
WAYNE C
SCALE
DEPARTMENT of
ASSESSMENT an
© 2005 COUNTY


ZONING MAP
City of Inkster, Michigan
Districts
R-1A One Family Residential District
R-1B One Family Residential District
R-1C One Family Residential District
RM Restricted Multiple Dwelling District (Low Rise)
RM-1 Multiple Family Residential District (Low Rise)
O-1 Office District
B-1 Local Business District
B-2 Thoroughfare Mixed-Use District
B-3 General Business District
M-1 Light Industrial District
TCD Town Center District
Planned Unit Development (PUD)
Parks and Open Space
Rouge River Parkway
CITY OF INKSTER
INKSTER, MICHIGAN
WADETRIM
TCD
Rouge River Parkway
Vacant Stanford Ave.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date: October 20, 2017**

From: Sharde Fleming
Special Projects, Director **Date for Council Consideration: Nov. 6, 2017**

ACTION REQUESTED: Consider approval of offer to purchase (Case #17-26) three residential properties: 1) 28432 Hazelwood (Property ID #44005030037001); 2) 29806 Hazelwood (Property ID #44002010355000); and 3) 29649 Hazelwood (Property ID #44 002010307000) in the total amount of $7,500.00 ($2,000 for 28432 Hazelwood; $2,000 for 29806 Hazelwood; and $3,500 for 29649 Hazelwood) to Platinum Real Estate Holding LLC (Anthony Rea).

Current Action _X_____ Emergency _____ Future _____

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

Mayor's Approval Byron D. Nolen

BACKGROUND INFORMATION

Platinum Real Estate Holdings LLC (Anthony Rea) made application to purchase three residential properties:

1) 28432 Hazelwood which is located on the north side of Hazelwood between Eastern Avenue and Harrison Street is legally described as 24N37A E 41.46 FT OF LOT 37 ALSO THE W 13.04 FT OF ADJ VAC ALLEY HYDE PARK SUB T2S R9E L51 P9 WCR (Property ID #44005030037001) in the total amount of $2,000.00 and;

2) 29806 Hazelwood which is located on the north side of Hazelwood between Western and Division is legally described as 23C355 LOT 355 GRAND VIEW GARDENS SUB NO. 1 T2S R9E L47 P45 WCR (Property ID #44002010355000) in the total amount of $2,000.00; and

3) 29649 Hazelwood which is located on the south side of Hazelwood between Western and Division is legally described as 23C307 308 309 310A LOTS 307 TO 309 INCL ALSO W 24FT LOT 310 GRAND VIEW GARDENS SUB NO. 1 T2S R9E L47 P45 WCR (Property ID #44 002010307000) in the total amount of $3,500.00.

A picture and associated maps are attached. All properties are being purchased as investment property.

SCOPE OF SERVICES

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

JUSTIFICATION

28432 Hazelwood, built in 1952 at 1,092 is located in the R-1B zoning district (One Family Residential District). 29806 Hazelwood, built in 1955 at 833 sq. ft., is located in the R-1B zoning district (One Family Residential District). 29649 Hazelwood, built in 1960 at 1,041sq. ft. and has an attached garage, is located in the R-1B zoning district (One Family Residential District). The intended use for the properties is an authorized use. The applicant is offering to purchase the subject properties for a total price of $7,500.00 ($2,000 for 28432 Hazelwood; $2,000 for 29806 Hazelwood; and $3,500 for 29649 Hazelwood).Per the applicant, repairs for the three properties include the following:

- Plumbing
- Electrical
- All new drywall
- Furnace
- Hot water tank
- Updated kitchen
- Updated bathroom
- New flooring
- Repair or replace roof, siding and gutters

PROJECT OR IMPROVEMENT TASKS

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

COSTS

The applicant has deposited $1,800.00 for the properties ($600 per property) and is offering a total purchase price of $7,500.00 ($2,000 for 28432 Hazelwood; $2,000 for 29806 Hazelwood; and $3,500 for 29649 Hazelwood).

RESOLUTION

Authorization is hereby given for the sale of three (3) residential properties: 1) 28432 Hazelwood (Property ID #44005030037001); 2) 29806 Hazelwood (Property ID #44002010355000); and 3) 29649 Hazelwood (Property ID #44 002010307000) in the total amount of $7,500.00 ($2,000 for 28432 Hazelwood; $2,000 for 29806 Hazelwood; and $3,500 for 29649 Hazelwood) to Platinum Real Estate Holding LLC (Anthony Rea) subject to the following conditions:

- Obtain a Certificate of Occupancy/Compliance prior to moving someone into the property.
- Complete closing on the properties within 30 days by paying the balance of the price of sale ($5,700.00), paying the cost of recording each deed (total = $54.00/$18 per deed), entering into a purchase agreement, and executing property transfer affidavits.

Resolved by _____Seconded by _____

Yes:
No:
Absent:

Deposit/Administrative Fee Received $1000.00
Date Received 9/25/17
Case # 17-26

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Anthony Rea

Applicant's Address [illegible]

Applicant's Phone Number: [illegible]

Proposed Owner's Name (as indicated on deed): Platinum Real Estate Holdings LLC

PROPERTY INFORMATION -- Purchase Offer $ 2000

Property Location: on ~~South~~ North side of Hazelwood Street/Avenue

Between Avondale Street/Avenue and Michigan Street/Avenue

Tax ID, Legal Description, **and Address** if Structure 28432 Hazelwood Inkster MI

Michigan 48141 B4N37A E 41.46 FT OF LOT 37 also the W 18.04 FT of adj vac. alley hyde park sub T2S R9E L51 P9 WCR

44005030037001

Parcel Size: 6842 (Width) 50 X (Length) 136 Current Zoning Residential

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

Summary of Proposed Use: Investment
Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of $ 1000 .00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

* [signature]
Applicant's Signature

9-20-17
Date

Stephanie Taylor
Broker's Name

28432 Hazelwood St

Image capture: Aug 2011 © 2017 Google United States

Inkster, Michigan

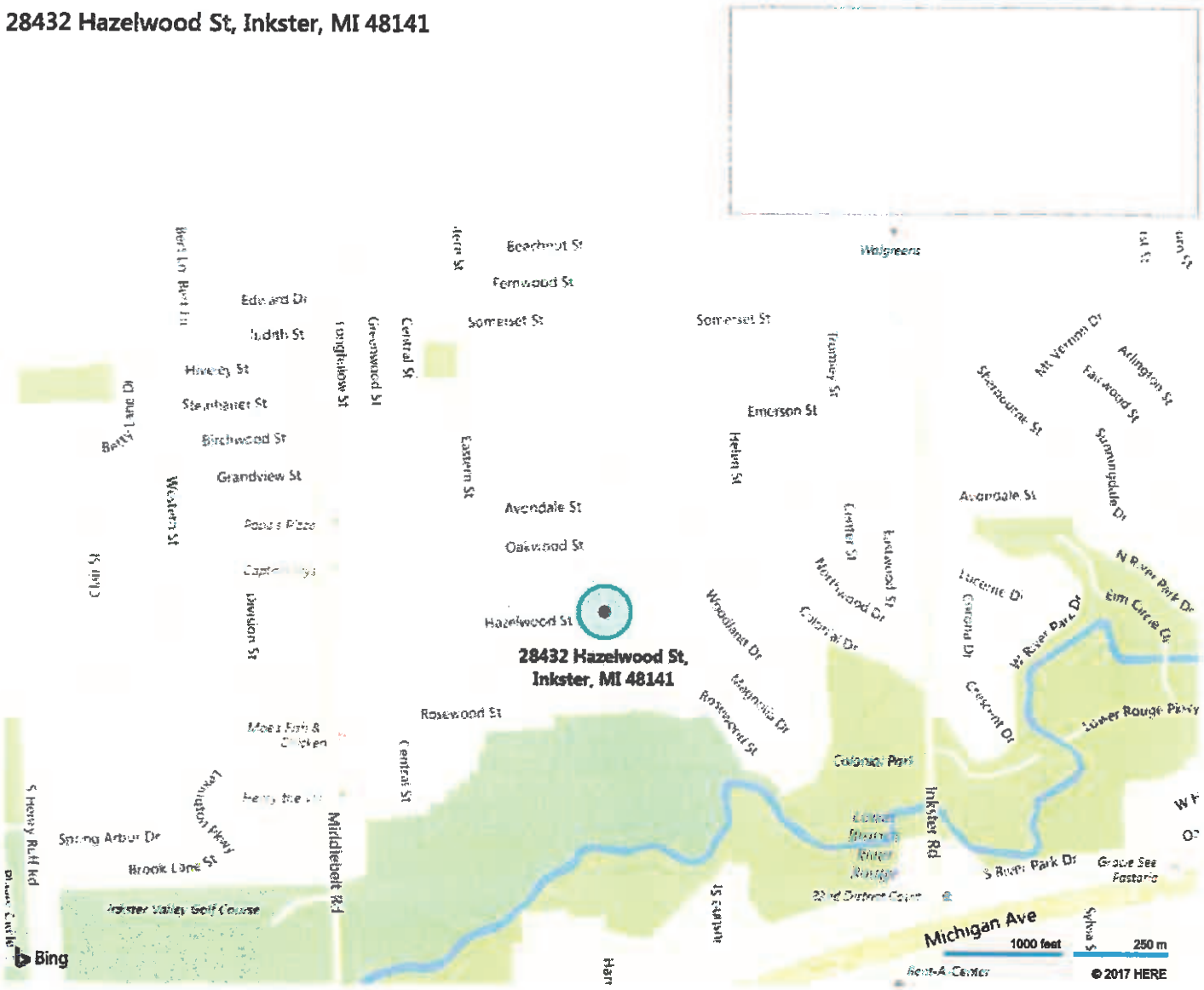
Google, Inc.

Street View - Aug 2011

P52

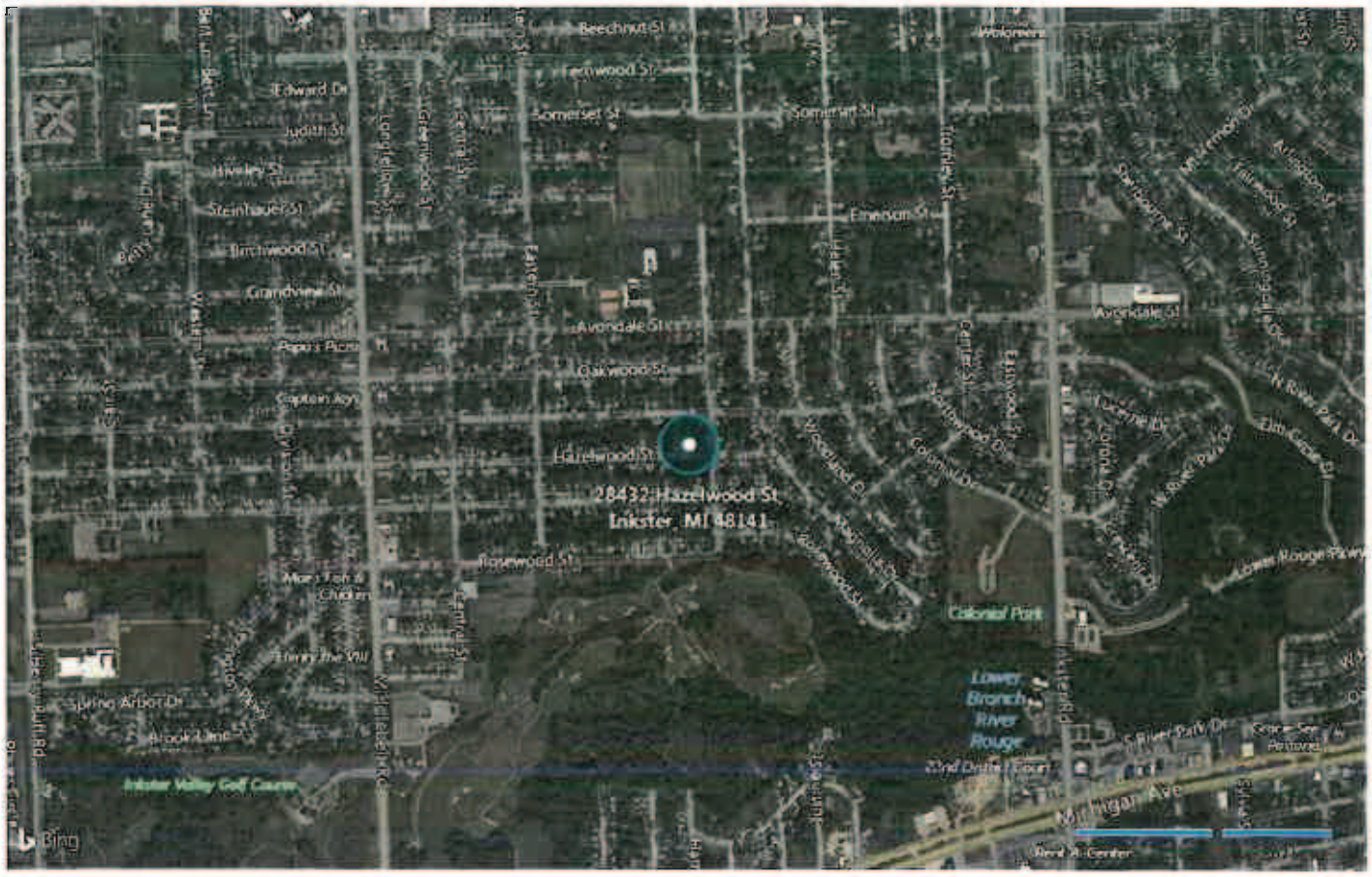
bing maps

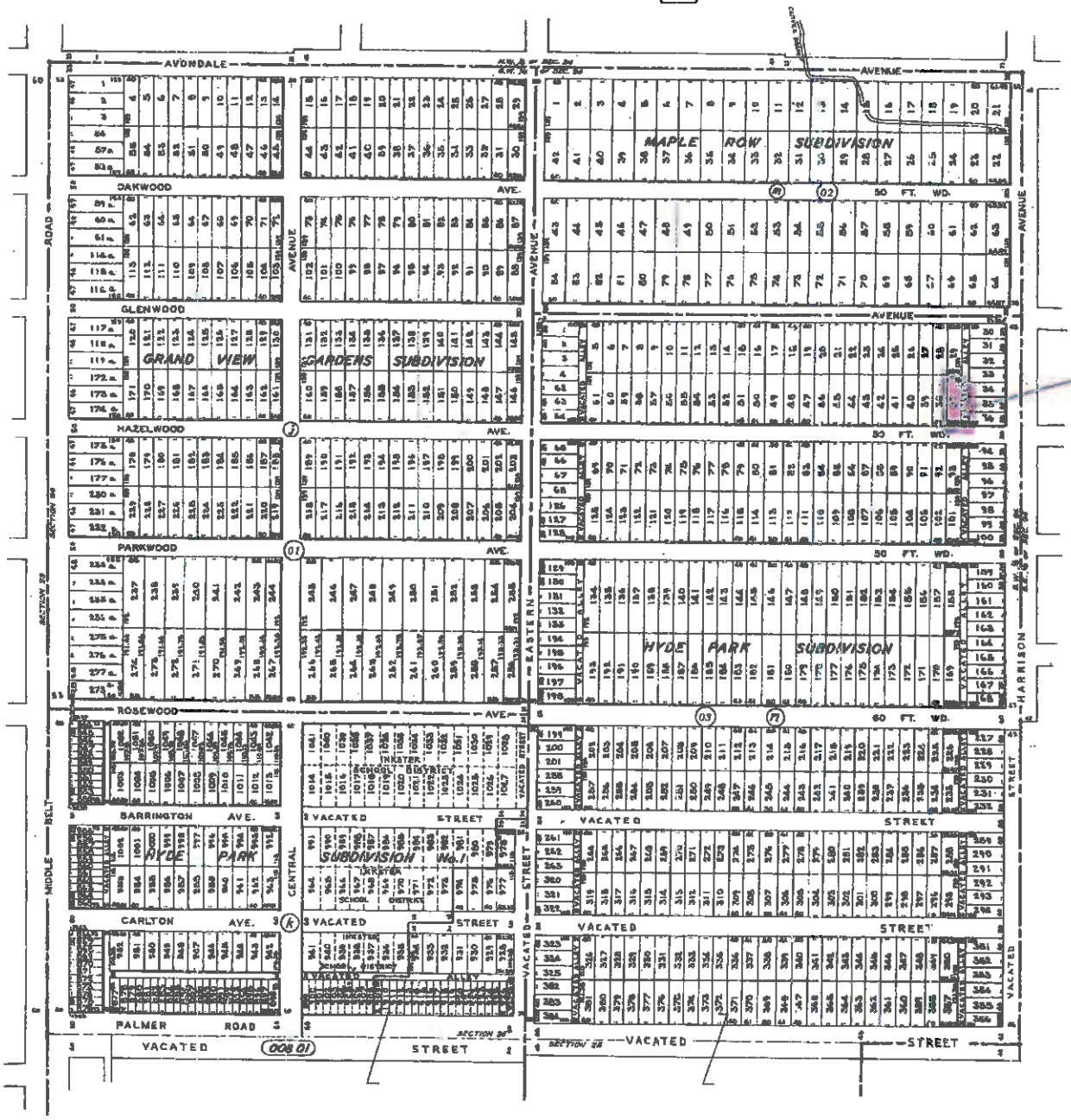
28432 Hazelwood St, Inkster, MI 48141



bing maps

28432 Hazelwood St, Inkster, MI 48141





28432 Hazelwood

P55

Date 6-1-36.
Drawn by Abrams
Checked by
Approved by
Revised 3-18-92
6-3-93
4-19-93
3-11-93
9-15-59
5-1-61
1-15-65
11-18-64
10-3-67
5-1-71
5-26-72
10-12-72
7-20-73
3-30-90
8-21-97

S.W. 1/4 SECTION 24

CITY OF INKSTER

T. 2 S. R. 9 E.

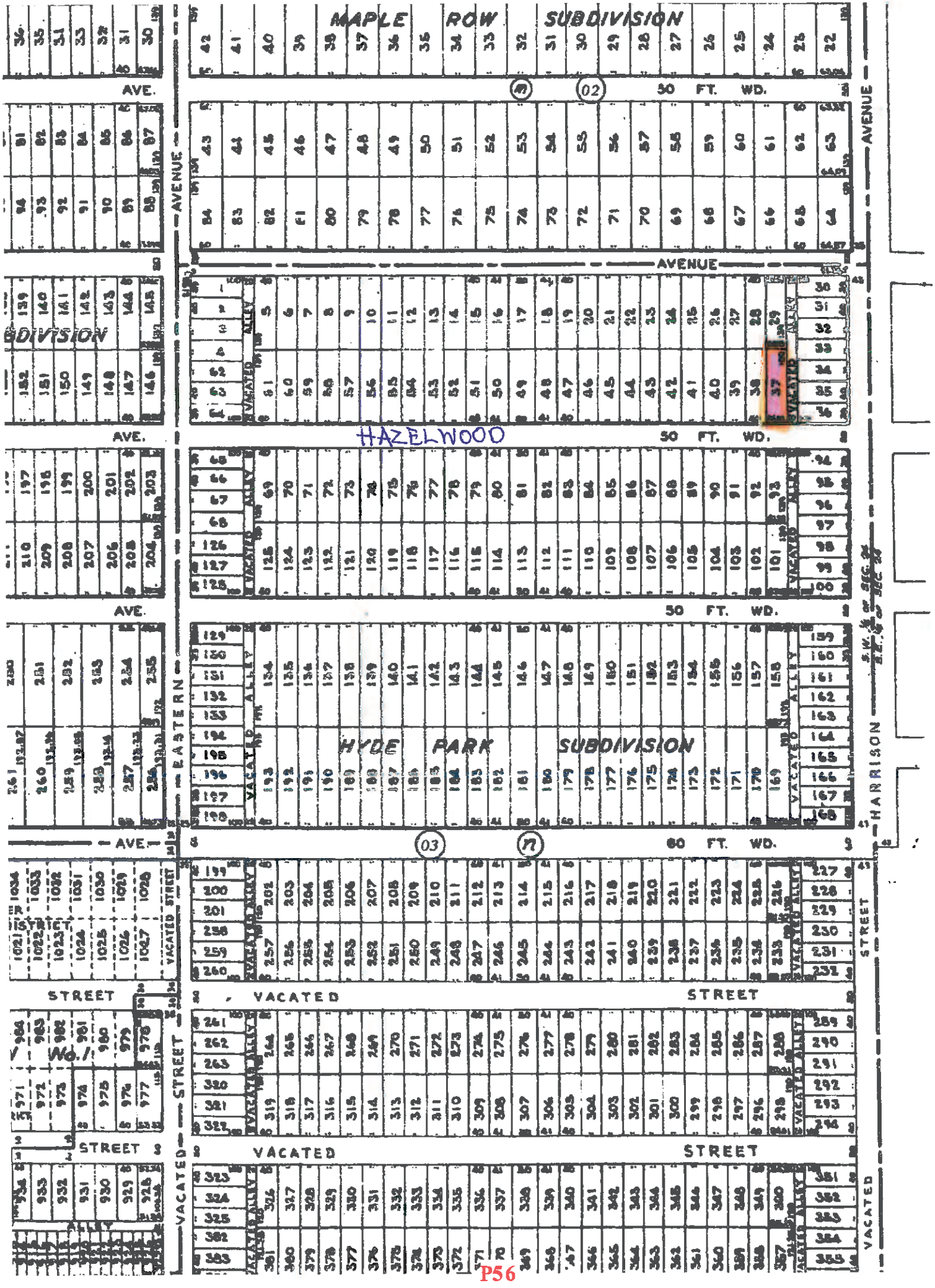
WAYNE COUNTY, MICHIGAN

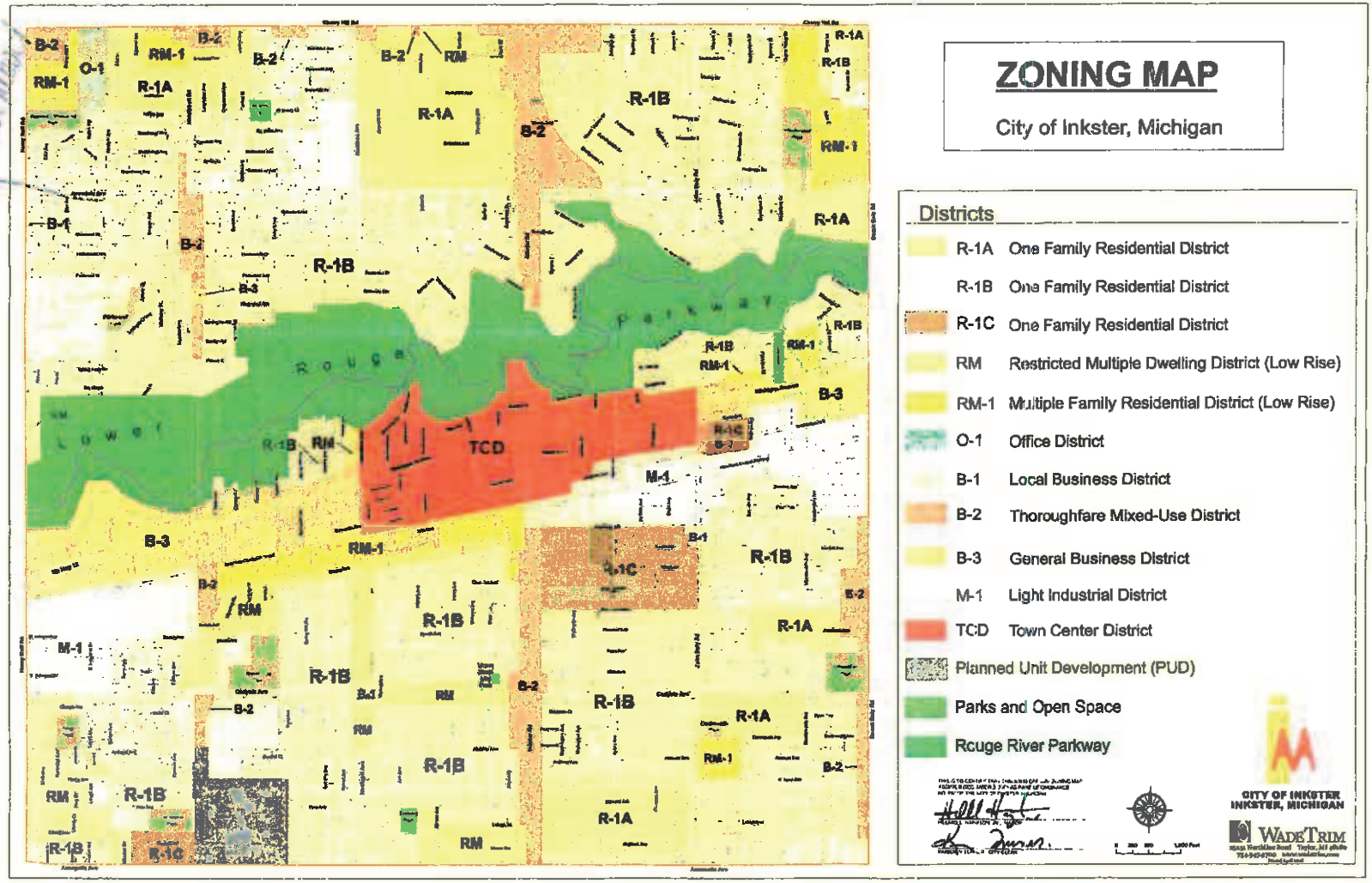
SCALE 1 INCH = 200 FEET

DEPARTMENT of MANAGEMENT and BUDGET
ASSESSMENT and EQUALIZATION DIVISION

© 1997 COUNTY OF WAYNE, STATE OF MICHIGAN

ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING. FROM THE COPYRIGHT OWNER. ANY INFRINGEMENT WILL BE PROSECUTED TO THE FULL EXTENT ALLOWABLE BY LAW, UNDER THE FEDERAL COPYRIGHT STATUTE, 17 U.S.C. SEC. 101, ET. AL.


MAPLE ROW SUBDIVISION
AVENUE
50 FT. WD.
HAZELWOOD
HYDE PARK SUBDIVISION
EASTERN
HARRISON
60 FT. WD.
VACATED STREET
STREET
VACATED
ALLEY


ZONING MAP
City of Inkster, Michigan
Districts
R-1A One Family Residential District
R-1B One Family Residential District
R-1C One Family Residential District
RM Restricted Multiple Dwelling District (Low Rise)
RM-1 Multiple Family Residential District (Low Rise)
O-1 Office District
B-1 Local Business District
B-2 Thoroughfare Mixed-Use District
B-3 General Business District
M-1 Light Industrial District
TCD Town Center District
Planned Unit Development (PUD)
Parks and Open Space
Rouge River Parkway
Rouge
Parkway
Lower
TCD
CITY OF INKSTER
INKSTER, MICHIGAN
WADE TRIM

Deposit/Administrative Fee Received $1200.00
Date Received 10/3/17
Case # 17-28

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Anthony Rea

Applicant's Address [illegible]

Applicant's Phone Number: [illegible]

Proposed Owner's Name (as indicated on deed): Platinum Real Estate Holdings LLC

PROPERTY INFORMATION -- Purchase Offer $ 2000

Property Location: on North side of Hazelwood Street/Avenue

Between Middlebelt Street/Avenue and Henry Ruff Street/Avenue

Tax ID, Legal Description, **and Address** if Structure 44002010355000 23C 355

LOT 355 Grandview Gardens Sub No. 1 T2S R9E L47 P45 WCR 29806 Hazelwood Inkster, Michigan 48141

Parcel Size: _____ (Width) 46 X (Length) 139 Current Zoning Residential

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

Summary of Proposed Use: Investment
Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of $ 1000 .00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

Applicant's Signature

9/27/17
Date

Stephanie Tyler
Broker's Name

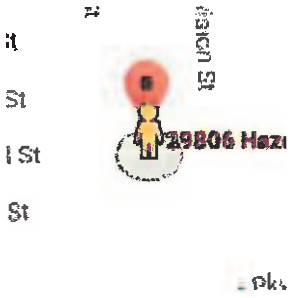
29806 Hazelwood St

Image capture: Jul 2007 © 2017 Google United States

Inkster, Michigan

Google, Inc.

Street View - Jul 2007

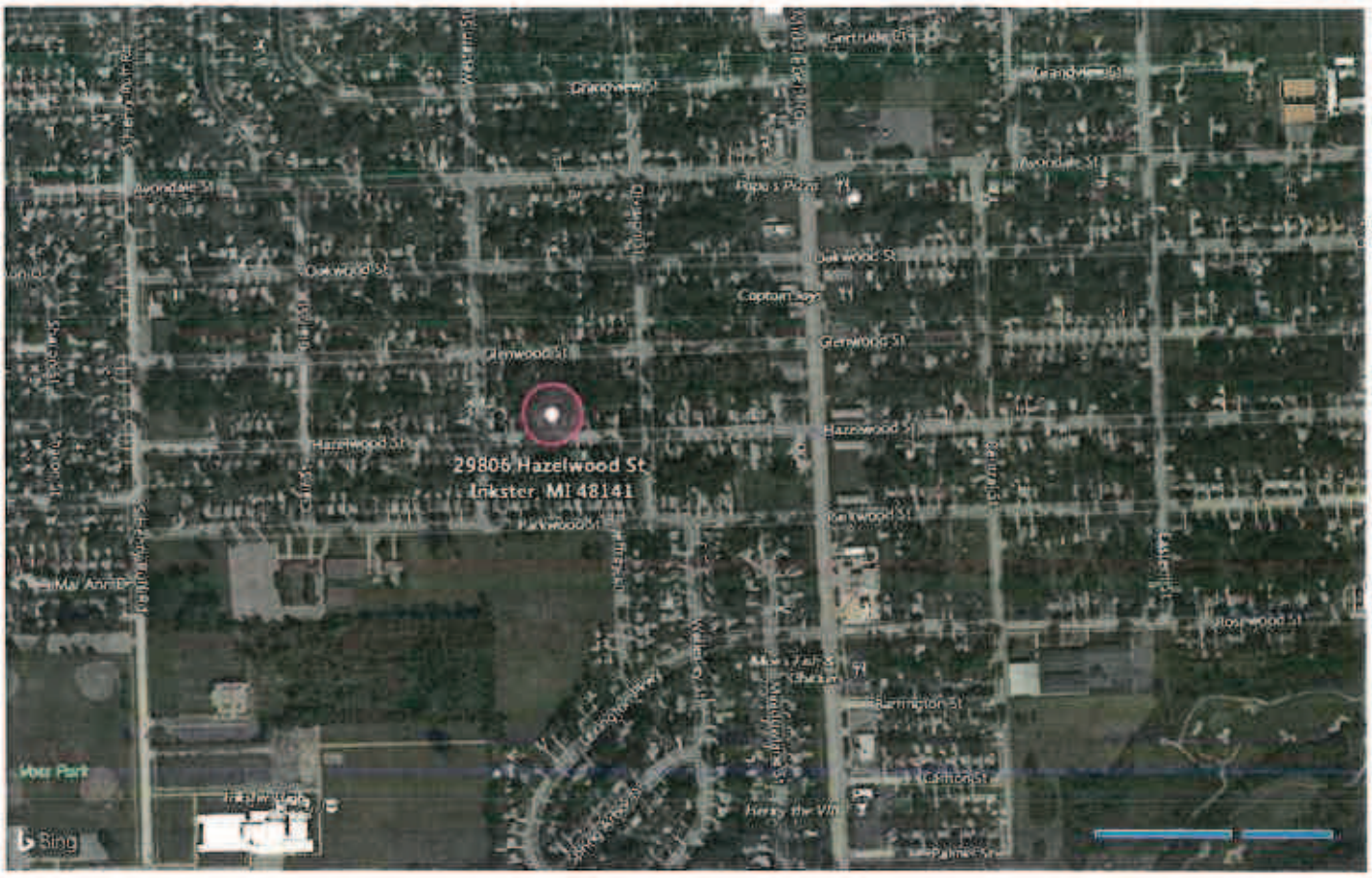


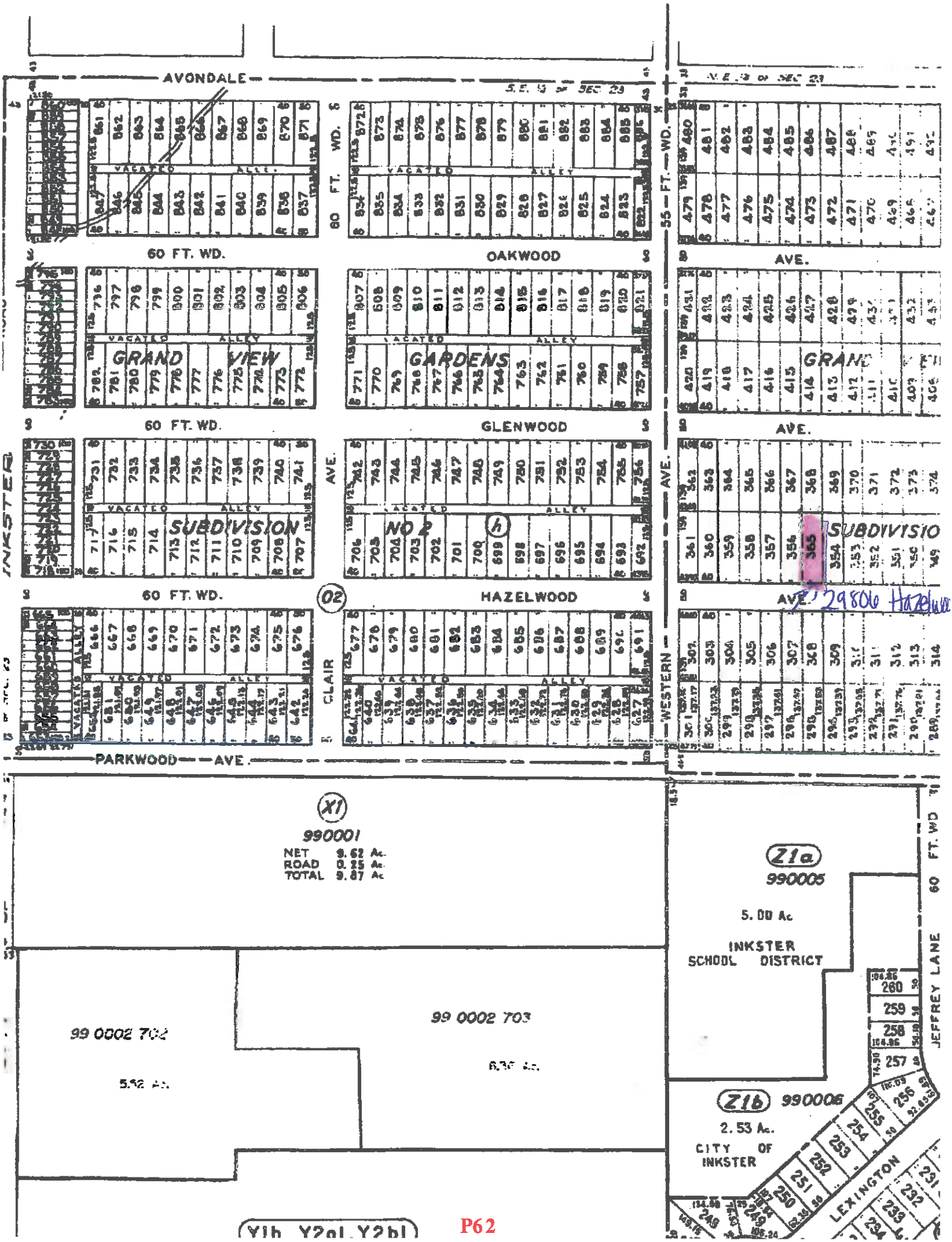
bing maps

29806 Hazelwood St, Inkster, MI 48141

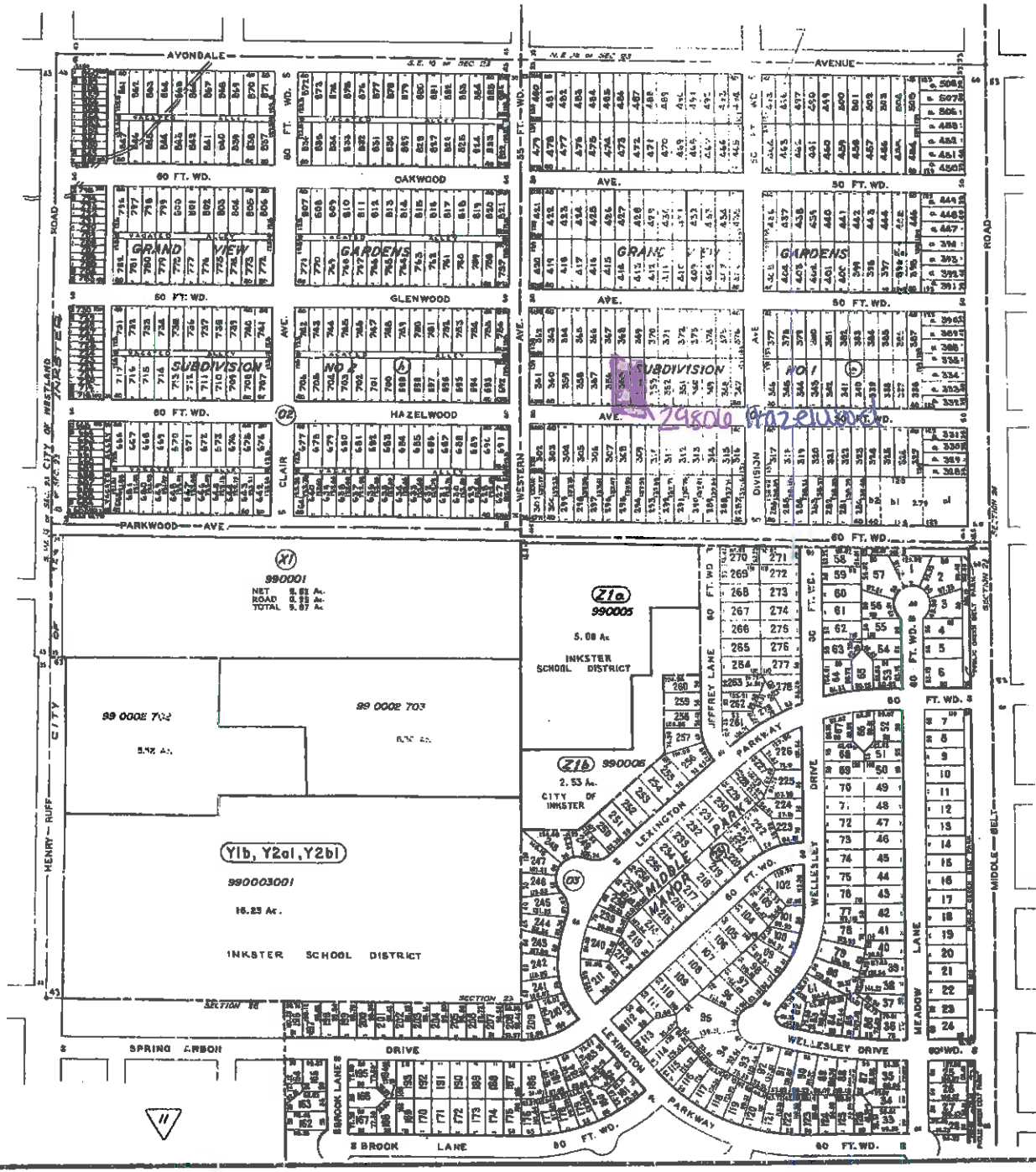
bing maps

29806 Hazelwood St, Inkster, MI 48141





29806 Hazelwood



S.E. ¼ SECTION 23

CITY OF INKSTER

T. 2 S. R. 9 E.

WAYNE COUNTY, MICHIGAN

SCALE 1 INCH = 200 FEET

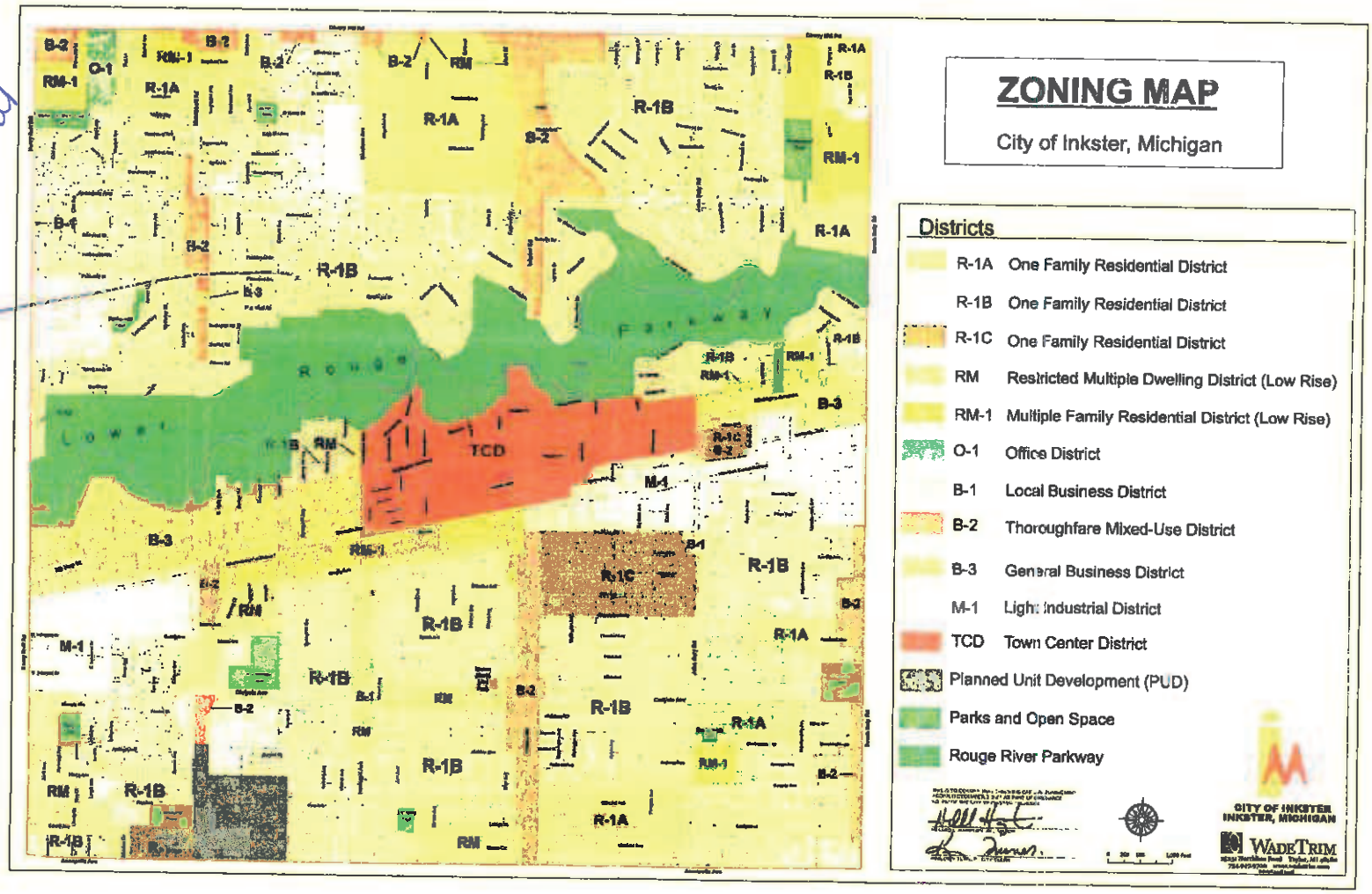
DEPARTMENT of MANAGEMENT and BUDGET
ASSESSMENT and EQUALIZATION DIVISION

© 2008 COUNTY OF WAYNE, STATE OF MICHIGAN

ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING, FROM THE COPYRIGHT OWNER. COPYRIGHT INFRINGEMENT WILL BE PROSECUTED TO THE FULL EXTENT ALLOWABLE BY LAW, UNDER THE FEDERAL COPYRIGHT STATUTE, 17 U.S.C. 101, ET AL.

P63

29806 Hazelwood



P64

Deposit/Administrative Fee Received _____
Date Received 10/3/17
Case # 17-28

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Anthony Rea

Applicant's Address [illegible]

Applicant's Phone Number: [illegible]

Proposed Owner's Name (as indicated on deed): Platinum Real Estate Holdings, LLC

PROPERTY INFORMATION -- Purchase Offer $ 3500

Property Location: on South side of Hazelwood Street/Avenue

Between Middlebelt Street/Avenue and Henry Ruff Street/Avenue

Tax ID, Legal Description, **and Address** if Structure 29649 Hazelwood Inkster Michigan 48141 44002010307000 23 (307 308 309 310 A Lots 309 to 309 include also W 24 ft Lot 30 Grandview Gardens Sub No. 1 T2S R9E L47 P45 WCR

Parcel Size: 144 X 139 (Width) 144 X (Length) 139 Current Zoning B

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

Summary of Proposed Use: Investment
Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of $ 1000 .00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

Applicant's Signature

9/27/17
Date

Broker's Name

Google Maps 29649 Hazelwood St

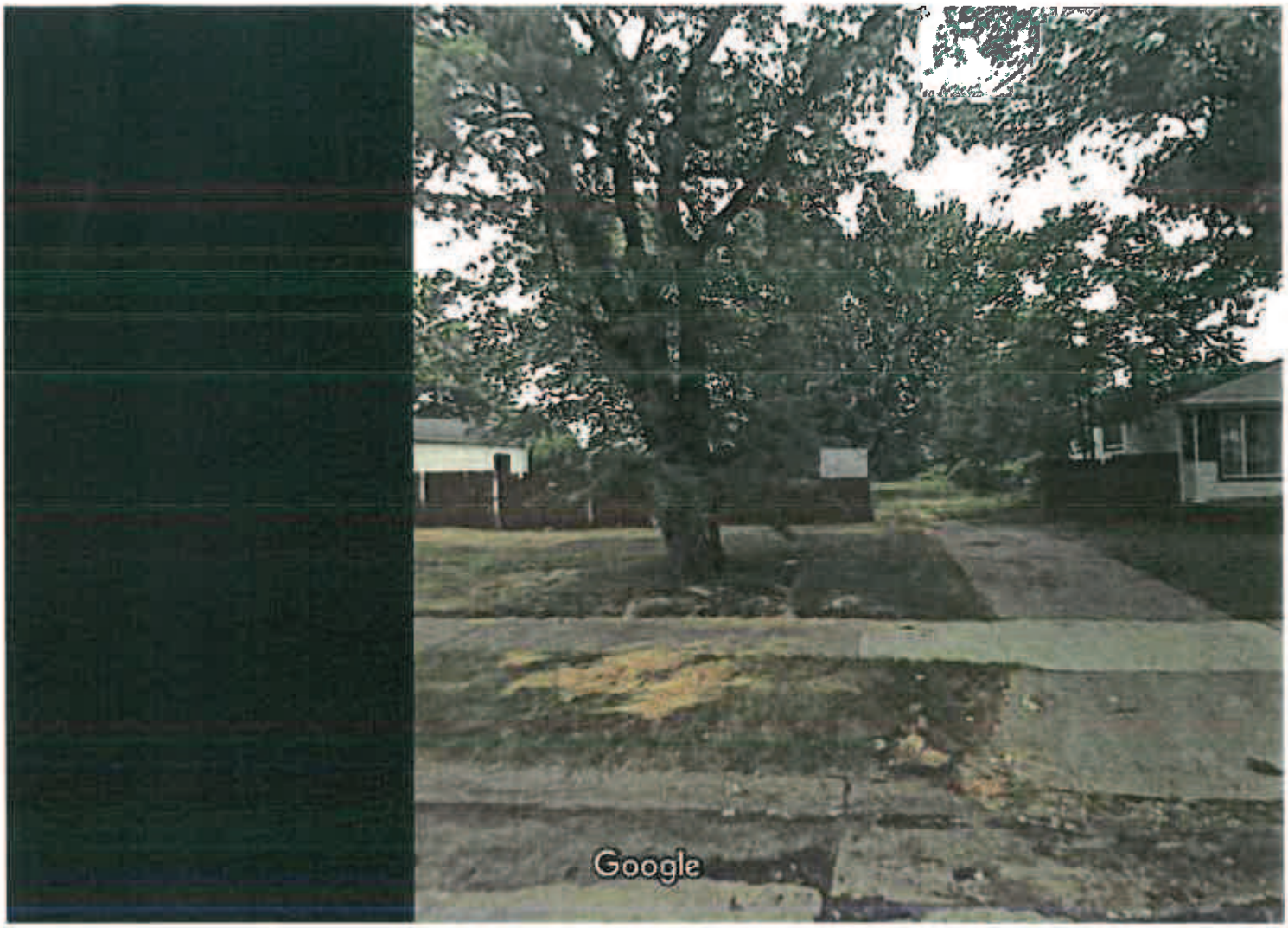


Image capture: Jul 2007 © 2017 Google United States

Inkster, Michigan

Google, Inc.

Street View - Jul 2007

Oakwood St

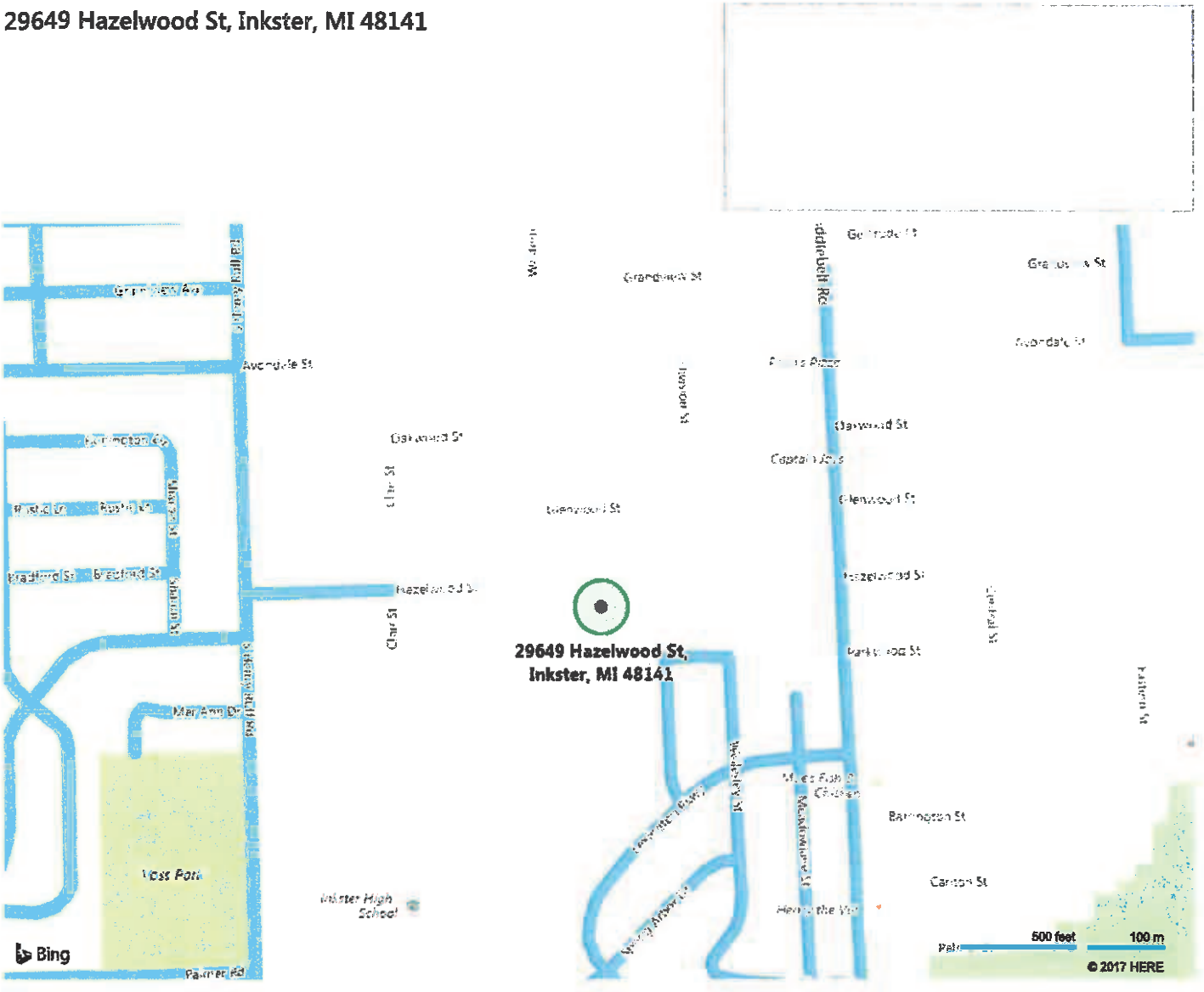
Glenwood St

Hazelwood St

Parkwood St

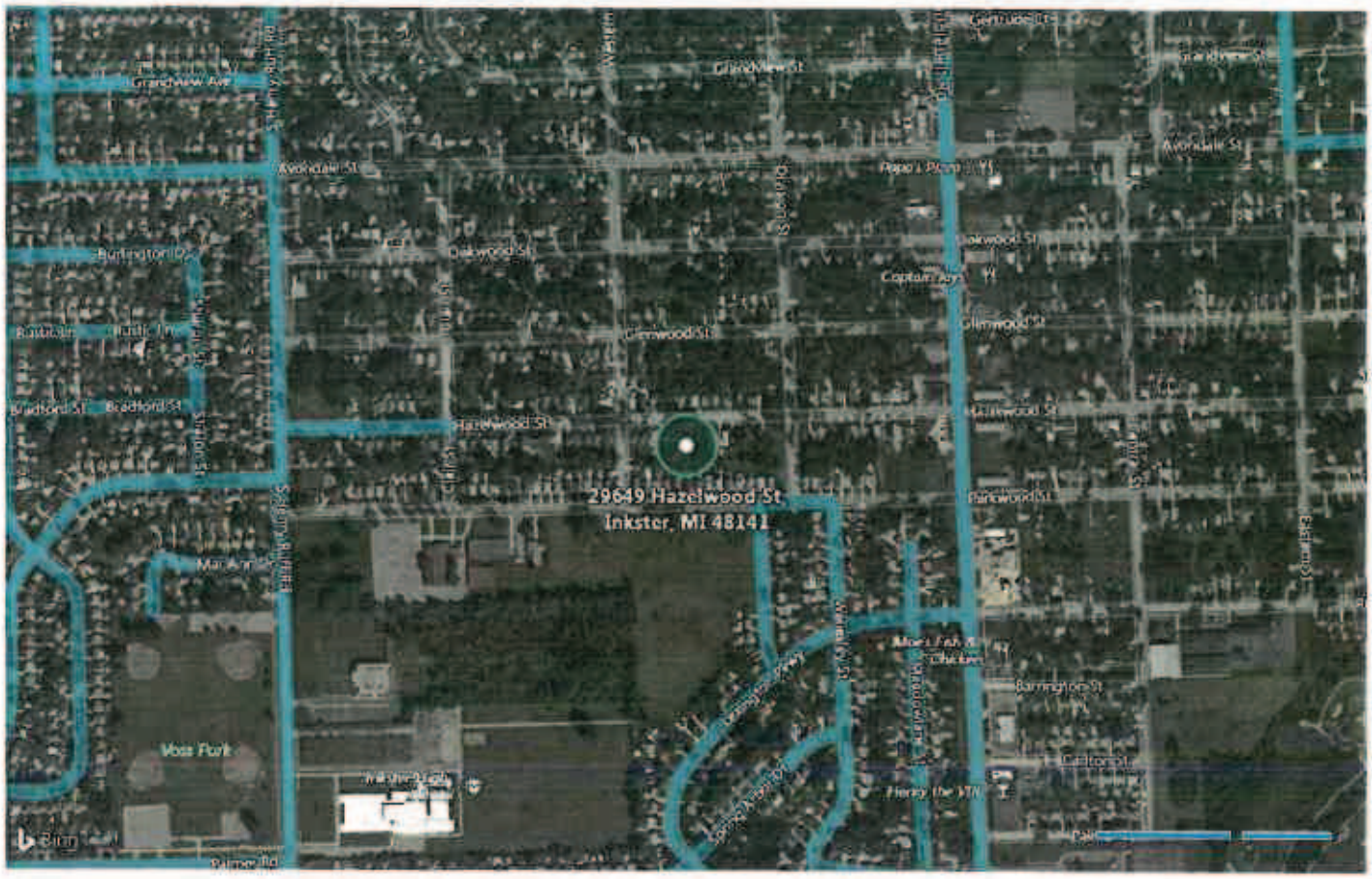
bing maps

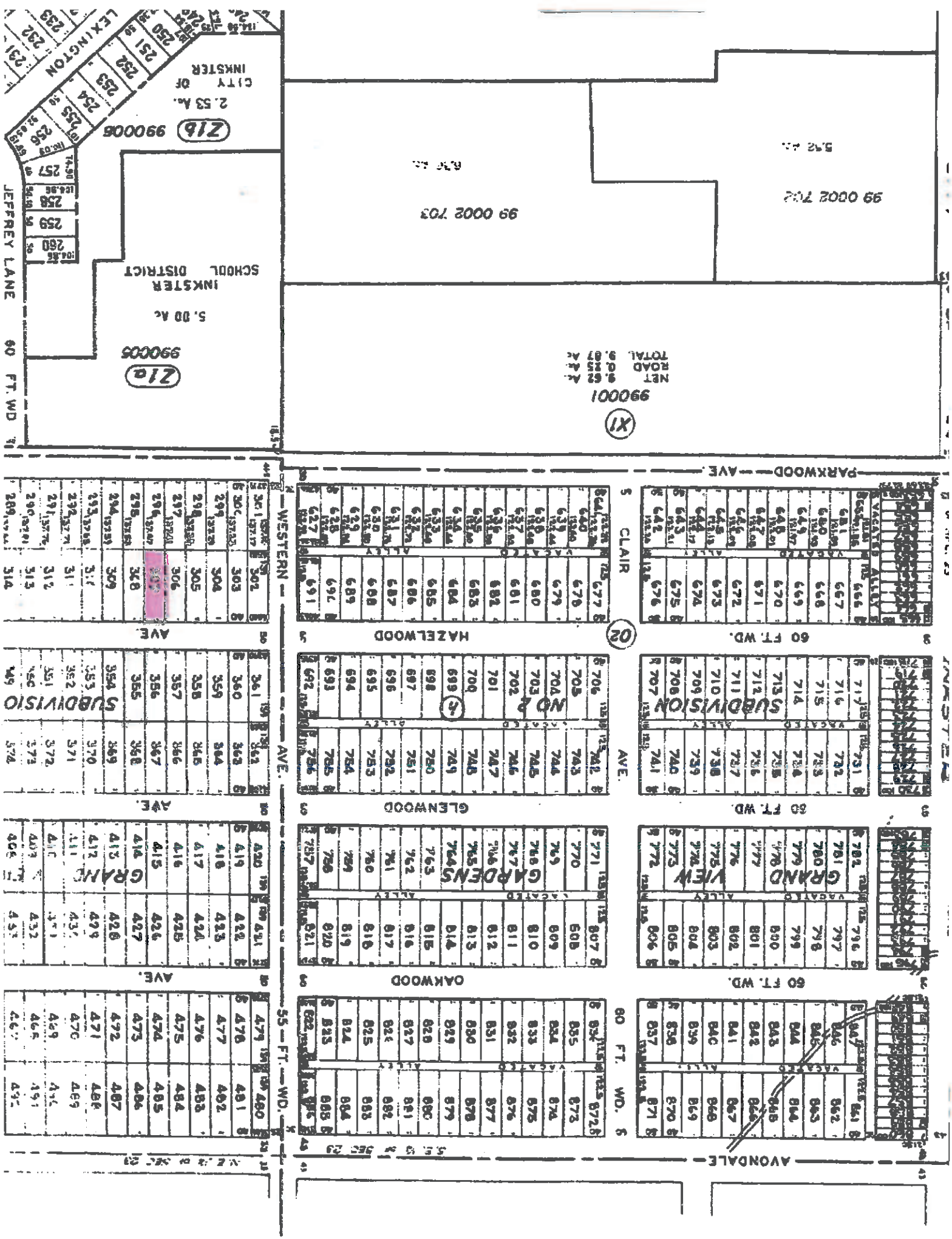
29649 Hazelwood St, Inkster, MI 48141

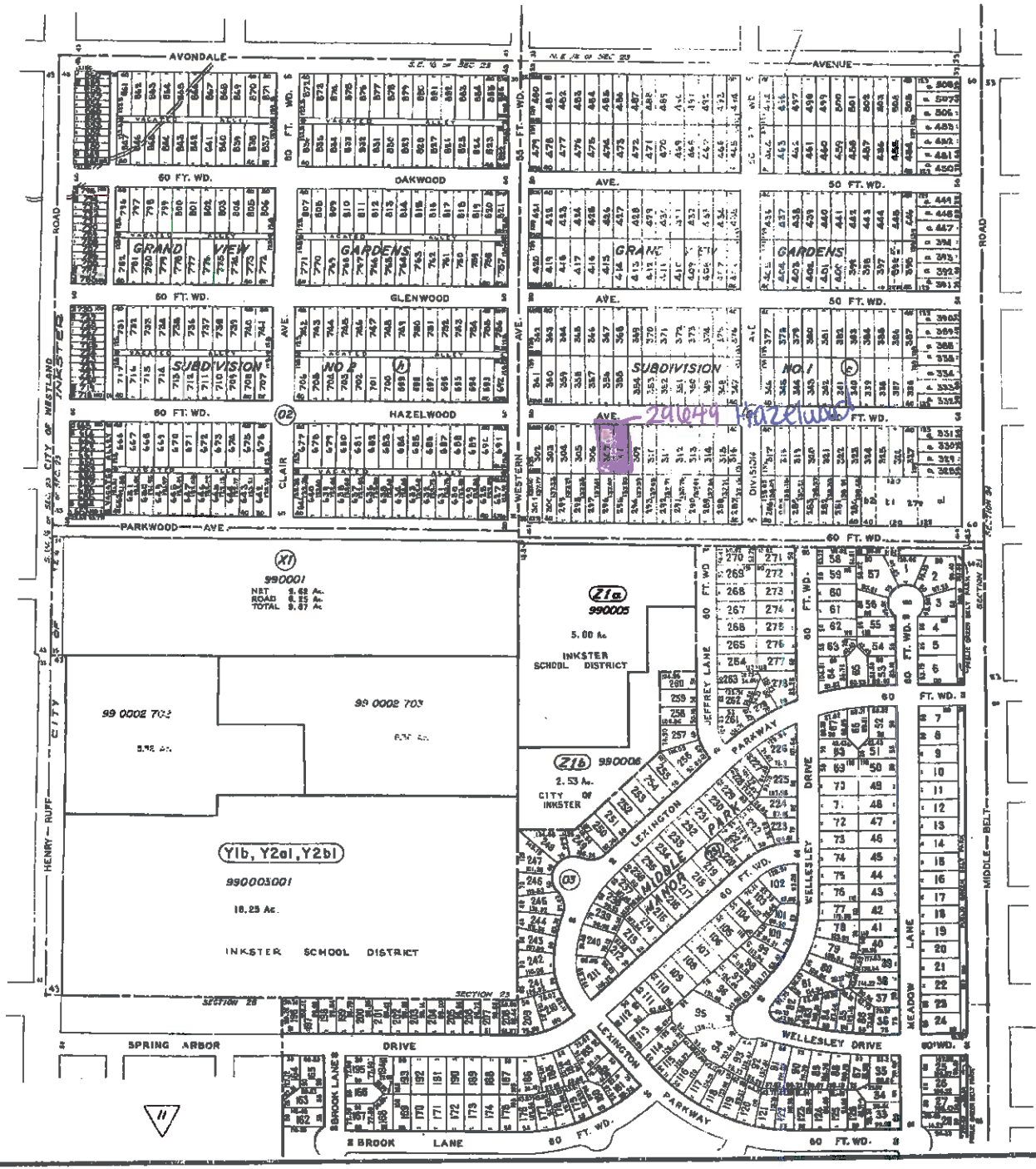


bing maps

29649 Hazelwood St, Inkster, MI 48141




JEFFREY LANE
60 FT. WD
WESTERN AVE.
55 FT. WD.
CLAIR
PARKWOOD AVE.
AVONDALE
HAZELWOOD
GLENWOOD
OAKWOOD
60 FT. WD.
SUBDIVISION
INKSTER SCHOOL DISTRICT
CITY OF INKSTER
LEXINGTON



S.E. 1/4 SECTION 23

CITY OF INKSTER

T. 2 S. R. 9 E.

WAYNE COUNTY, MICHIGAN

SCALE 1 INCH = 200 FEET

DEPARTMENT of MANAGEMENT and BUDGET
ASSESSMENT and EQUALIZATION DIVISION

© 2008 COUNTY OF WAYNE, STATE OF MICHIGAN

ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING, FROM THE COPYRIGHT OWNER. COPYRIGHT INFRINGERS WILL BE PROSECUTED TO THE FULL EXTENT ALLOWABLE BY LAW, UNDER THE FEDERAL COPYRIGHT STATUTE, 17 U.S.C. 101, ET AL.

P70

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date: November 1, 2017**

From: Sharde Fleming
Special Projects, Director **Date for Council Consideration: November 6, 2017**

ACTION REQUESTED: Consider authorizing the City to enter into an agreement with Atwell, Landwise Inc. or Zeimet Wozniak & Associates to conduct a boundary and topographical survey of the former civic center area. The area consists of five commercial properties: 1) City Hall, 2121 Inkster Road; 2) Police Station, 27301 S. River Park Drive; 3) Library, 2005 Inkster Road; 4) Ice Arena, 27077 S. River Park Drive; and 4) Court, 27331 S. River Park Drive.

Current Action _X_____ Emergency _____ Future _____

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

Mayor's Approval _____

BACKGROUND INFORMATION

The City of Inkster will select one contractor/surveyor "firm" to collaborate with in order to receive a complete boundary and topographical survey for the Civic Center Area. This area consists of five commercial properties: 1) City Hall, 2121 Inkster Road; 2) Police Station, 27301 S. River Park Drive; 3) Library, 2005 Inkster Road; 4) Ice Arena, 27077 S. River Park Drive; and 4) Court, 27331 S. River Park Drive.

SCOPE OF SERVICES

The surveyors will evaluate all documentation/data as currently exists in addition to their own research to perform the following:

1. A boundary survey of the five buildings and corresponding parcels of land. The surveyor will verify existing property corners and set new corners if necessary. The surveyor will provide a drawing of the property, which will include boundary lines, legal description and parcel area.

2. A topographical survey of the subject properties. The survey will be inclusive of the following: utility lines, 1-foot contour intervals, visible man-made features, ditches and drains, adjoining right of ways, required off-site elevations within 100-ft of site boundaries and buildings, tree lines and spot elevations amongst other attributes.

JUSTIFICATION

In order for the city to properly market the former civic center area for development, a survey is needed.

PROJECT OR IMPROVEMENT TASKS

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

COSTS

The firms have quoted the following costs for both boundary and topographical surveys:
Atwell: $15,200.00
Landwise Inc.: 9,500.00
Zeimet Wozinak & Associates: $6,500.00

See attached quotes for potential contract details.

PROJECT TIME TABLE

Estimated time for the conclusion of the contract is projected at sixty (45) days.

RESOLUTION

Authorization is hereby given to authorize the City to enter into an agreement with Atwell, Landwise Inc. or Zeimet Wozniak & Associates to conduct a boundary and topographical survey of the former civic center area. The area consists of five commercial properties: 1) City Hall, 2121 Inkster Road; 2) Police Station, 27301 S. River Park Drive; 3) Library, 2005 Inkster Road; 4) Ice Arena, 27077 S. River Park Drive; and 4) Court, 27331 S. River Park Drive

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

Alfred Benesch & Company
615 Griswold, Suite 600
Detroit, MI 48226
www.benesch.com
P 313-963-0612
F 313-963-2150

October 11, 2017

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

Attn: Jerome Bivins, Department of Public Services Deputy Director

Regarding: 16-38 (SP)
27445 Michigan Avenue – Inkster Town Center Addition
Site Plan 4th Review

Dear Mr. Bivins:

Alfred Benesch & Company (Benesch) has completed a review of the plans dated April 5, 2017 with the latest revision date of September 27, 2017 for the above referenced project. Comments for the applicant are summarized below:

1. Provide runoff calculations and the retention basin design calculation for the proposed and existing site conditions. Design standards shall meet all the requirements of the Wayne County Storm Water Standards Manual.
2. Show the existing and proposed utilities and their approximate elevations crossing the storm sewer in the storm sewer profile.
3. Show the approximate location of the water meter.

Please call me at 313-234-0349 if you have any questions.

Sincerely,

Alfred Benesch & Company

Carrie Loya-Smalley

Carrie Loya-Smalley, P.E.
Project Engineer

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

ZEIMET WOZNIAK & ASSOCIATES
Civil Engineers & Land Surveyors
55800 Grand River Avenue, Suite 100
New Hudson, Michigan 48165-9318
248.437.5099 • 248.437.5222 fax
www.zeimetwozniak.com

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: City of Inkster
26215 Trowbridge St.
Inkster, MI 48141

Contact: Mayor Byron Nolan

Date: October 26, 2017
Project No. PENDING

Phone No. 313 563 0249
Cell No.

Project Name/Location: Former Inkster Civic Center, City Hall, Police Station, Library, Ice Arena, Courthouse, as shaded on the attached sketch

Scope/Intent and Extent of Services: ZWA will provide an ALTA / NSPS Land Title Survey of the above property to the 2016 standards. Survey to include Items 1,2,3,4,7(a,b1, b2 &c),8,9,11,14,16,17,18 and 19 of Table A. The 2016 ALTA certificate will be used.

Fee Arrangement: $6,500

Retainer Amount: NONE.

Special Conditions: Client to provide Title Commitment, legible copies of all instruments expected to be shown on the survey and all parties to be named in the certificate. We will meet any reasonable schedule and provide review copies prior to signature if requested. All printing and shipping at costs on back. We will locate underground utilities by observed surface structures and information obtained from utility companies. If Item 6 is required a complete zoning report by others that clearly illustrates the setbacks must be provided.

The terms and conditions on the reverse of this form are part of this Agreement. This proposal expires 30 days from the date above.

Offered by:
Zeimet-Wozniak & Associates, Inc. (ZWA)

(SIGNATURE)

Richard Hofsess PE PS - President
(PRINTED NAME/TITLE)

Accepted by:

(SIGNATURE) (DATE)

(PRINTED NAME/TITLE)

(CLIENT)

z:\wpwin60\agrmtw

*SIGNATURE ALSO REQUIRED ON REVERSE SIDE

STANDARD CONDITIONS

ACCESS TO SITE
Unless otherwise stated, ZWA will have access to the site for activities necessary for the performance of the services. ZWA will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

FEE
The fee arrangement is current for one calendar year. The fee arrangement is subject to adjustment to prevailing rates at time of service thereafter. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. 2015 rates are as follows:

Principal	$124.00/hr.	CADD Technician I	$ 60.00/hr.
Project Manager	$104.00/hr.	Senior Engineer	$114.00/hr.
Survey Crew	$132.00/hr.	Engineer	$100.00/hr.
Surveyor	$ 96.00/hr.	CADD Technician II	$ 76.00/hr.
Clerical Services	$ 40.00/hr.		

Anytime over 8 hours per day, Saturdays, Sundays & Holidays are at 1.5 times the hourly rate.

REPRODUCTIONS & SHIPPING (will be charged in addition to any fee quoted)

Prints	$ 2.00 per page
Mylar or Color Prints	$15.00 per page
Ground Delivery	$25.00 per package
Overnight Delivery	$25.00/$55.00/$65.00 per package, based on distance
Overnight W/Early A.M. Delivery	Additional cost + 10%
Outside Printing	Cost + 10%
Photocopies	$ 0.10 per page
CD File	$50.00 each plus operator cost at current hourly rates

BILLING/PAYMENTS
Invoices for ZWA's services shall be submitted, at ZWA's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, ZWA may, without waiving any claim or right against the Client, and without liability whatsoever to ZWA, terminate the performance of the service. Retainers shall be credited on the final invoice.

LATE PAYMENTS
Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance, at the sole election of ZWA. In the event any portion, or all, of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees.

INSPECTION/SUPERVISION/JOBSITE SAFETY
The professional activities of ZWA shall not be construed to imply any responsibility for methods of work performance, inspection, supervision, sequencing of construction, or safety in, on or about the jobsite.

INDEMNIFICATION
The Client agrees, to the fullest extent permitted by law, to indemnify and hold ZWA and all of its personnel harmless from and against any and all damage, liability or cost (including attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her employees, contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising out of or resulting from the performance of services that is the subject of this Agreement. ZWA is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

RISK ALLOCATION
In recognition of the relative risks, rewards and benefits of the project to both the Client and ZWA, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ZWA's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement from any cause or causes, shall not exceed ten times our fee or $50,000.00, whichever is less. Such causes include, but are not limited to, ZWA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

DISPUTE RESOLUTION
In an effort to resolve any conflicts that arise during or following the completion of the project, the Client and ZWA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

TERMINATION OF SERVICES
This agreement may be terminated by the Client or ZWA should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ZWA for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS
All documents produced by ZWA under this agreement shall remain the property of ZWA and may not be used by the Client for any other endeavor without the written consent of ZWA.

APPLICABLE LAWS
Unless otherwise specified, this agreement shall be governed by the laws of the State of Michigan.

_____
*SIGNATURE

ATWELL

PROPOSAL
FOR
PROFESSIONAL SERVICES

CLIENT	City of Inkster ATTN: M. Jeannie Fields	**Date of Order**	October 18, 2017
		Proposal No.	P17002958
ADDRESS	26215 Trowbridge Inkster, MI 48141	**Telephone No.** **Email**	313.563.7709 jfields@cityofinkster.com

PROPOSAL NAME: INKSTER CIVIC CENTER SURVEY SERVICES

SITE LOCATION: 2121 INKSTER ROAD (TWO PARCELS), LOTS 188-216 WESTWOOD HILLS SUBDIVISION, SECTION 30, CITY OF INKSTER, T2S-R10E, COUNTY OF WAYNE, STATE OF MICHIGAN

EXHIBIT A
SCOPE OF WORK FOR PROFESSIONAL SURVEYING SERVICES

Based upon Atwell's understanding of project requirements and discussions with you we have developed the following scope of services:

Task 1 – Boundary Survey. Atwell will perform a boundary survey of the two subject parcels of land, being parcel numbers 44-018-03-0199-000 and 44-018-03-0181-000 (totaling approx. 5 acres). Atwell will verify existing property corners and set new corners, if necessary. Atwell will provide a drawing of the property, which will include boundary lines, legal description and parcel area.

Task 2 – Topographic Survey. Atwell will prepare a topographic survey of the subject properties (that will be added to the boundary survey). The survey will include:

- 1-foot contour intervals.
- Visible man-made features.
- Ditches and drains.
- Adjoining right-of-way to the opposite side of the road.

- Required off-site elevations within 100-feet of site boundaries and buildings within 100- feet.
- Tree lines of heavily vegetated areas (locating/identifying individual trees is not included in this scope).
- Approximately 2 benchmarks on the NAVD88 datum will be established on the site.
- Spot elevations will be taken on a 50-foot square grid covering the property.
- Atwell will locate existing utilities within or adjacent to the site, including:
  - Existing utilities, above ground and underground (if readily visible and accessible or flagged by the utility company or locating service).
  - The size and inverts of sanitary and storm sewer, if manholes are visible.
  - Utilities may be depicted from drawings provided by utility companies or others, if readily available.

Project Understandings:
In preparing the proposal, we have assumed the following:

- Client and Atwell will be bound by Atwell's Standard Terms and Conditions, attached.
- Atwell will require access to the site. If the Client is not the property owner, Client will provide Atwell written authorization from the property owner granting permission to access the site.
- This proposal is valid for a period of 30 days from the date of this proposal.

Additional Services:
Atwell, LLC has the capability to provide services outside of the agreed upon Scope of Services. These services would be considered Additional Services and would be provided on a Time and Material basis. Additional Services will only be provided at the written request of the Client.

Completion Schedule:
Atwell will complete Tasks 1-2 approximately four (4) weeks after receiving authorization to proceed.

EXHIBIT B – SCOPE AND FEE PROPOSAL/WORK AUTHORIZATION

Task	Task Description	Fee	Type
1	Boundary Survey	$4,300.00	Fixed Fee
2	Topographic Survey	$10,900.00	Fixed Fee

Upon receipt of this signed Proposal/Work Authorization, Professional Services Agreement, and retainer (if applicable), Atwell will commit the staff and resources necessary to begin work on the project.

Billing will be made monthly for work accomplished during the previous month. Invoices are due and payable upon receipt. Interest will be charged at the rate of 1.5% per month (annual interest rate of 18%) commencing 30 days after date of invoice.

All fees and hourly rates quoted within this contract may increase by 6% annually after the beginning of each year. The original Atwell Agreement is enforceable for all subsequent work orders. The client shall pay all fees and permit charges.

EXHIBIT C – 2017 ATWELL, LLC BILLING RATES

☒ Not applicable ☐ See attached

ATWELL, LLC
PROFESSIONAL SERVICES AGREEMENT

Proposal Name: **INKSTER CIVIC CENTER SURVEY SERVICES**
Proposal Number **P17002958**

These terms and conditions and the documents set forth in this Professional Services Agreement (the "Agreement") are entered into between Atwell, LLC, a Michigan limited liability company ("Atwell") and **CITY OF INKSTER** ("Client") as of the date set forth in this Agreement.

1. **Authorization for Work to Proceed:** Upon execution of the Agreement, receipt of specified retainer fees, and completion of all other preliminary requirements set forth herein, Atwell shall proceed with the work (also referred to herein as the "services"), unless stated otherwise in the Agreement.
2. **Scope of Services:** The Scope of Work is set forth in Exhibit A to the Agreement.
3. **Standard of Practice:** Services performed by Atwell under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied and no warranty or guarantee is included or intended in the Agreement or in any report, opinion, document, or otherwise. Client acknowledges that Atwell has made no implied or express representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Atwell, except as expressly set forth herein.
4. **Billing and Payment:** Client shall pay Atwell for services performed in accordance with the rates and charges set forth in Exhibit B and Exhibit C to the Agreement. All fees and hourly rates quoted in Exhibit B and Exhibit C may be increased annually and as otherwise agreed by Atwell and Client. Invoices will be submitted by Atwell on a monthly basis and shall be due and payable within thirty (30) calendar days of the invoice date.
5. **Billing Dispute:** In the event any bill or portion thereof is disputed by Client, Client shall notify Atwell in writing within fourteen (14) days of receipt of the bill in dispute. In the event a portion of a bill is in dispute, Client hereby agrees to pay the undisputed portion of the bill in accordance with the terms set forth herein. Client and Atwell shall work together to resolve the dispute, but in the event Atwell and Client do not resolve such dispute within sixty (60) days of notice of dispute., Atwell may terminate the Agreement.
6. **Failure to Pay:** If Client for any reason fails to pay any undisputed portion of Atwell's invoices within thirty (30) days of receipt, Atwell may suspend services to Client and Client shall waive any claim against Atwell and shall defend and indemnify Atwell from and against any claims for injury or loss stemming from Atwell's suspension of services. Client shall also pay Atwell's reasonable demobilization costs resulting from the suspension of services. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate certain contract terms and conditions including, but not limited to, those associated with budget, schedule, or scope of services.
7. **Termination:** The Agreement may be terminated with cause by either party upon at least seven (7) calendar day's written notice. "Cause", for purposes of this section of the Agreement, shall be defined as "failure by the other party to perform in accordance with the terms of the Agreement". Atwell may terminate the Agreement without cause and without written notice in the event that (1) site conditions become unsafe for the performance of the services by Atwell; or (2) if Client fails to pay any invoice in accordance with the Agreement. In the event of such termination for cause, it is agreed that Atwell shall not waive any other rights or claims against Client and shall not incur any liability to Client arising out of Atwell's decision to terminate performance of services. In the event the Agreement is terminated with or without cause, Atwell shall be paid for services performed up to the termination date plus all incurred and documented termination expenses. For purposes of this Agreement, "termination expenses" shall include personnel and equipment rescheduling and reassignment adjustments and all other related costs incurred directly attributable to termination of the Agreement.
8. **Additional Services:** Any services to be provided by Atwell to Client not included or contemplated by this Agreement shall be specifically identified and agreed in writing.
9. **Work Product:** All documents produced or created by Atwell including, but not limited to, memoranda, internal reports, boring logs, field data, field notes, laboratory data, calculations and estimates, are and shall remain property of Atwell. Upon receipt by Atwell of payment in full for its services, Client shall receive a fully paid license to use Atwell's Work Product for the purpose intended. In the event Client uses, re-uses, or modifies Atwell's Work Product for any other use or purpose, Client shall defend, indemnify, and hold harmless Atwell from all claims arising or in any way related to such use, re-use, or modification. Any and all environmental and material samples obtained by Atwell pursuant

to this Agreement may, at the sole discretion of Atwell, be discarded thirty (30) days following completion of the services unless otherwise mutually agreed in writing by Atwell and Client.

10. **Electronic Data:** If Client is provided copies in electronic format of deliverables prepared by Atwell ("Electronic Data"), for use in connection with preparation by Client of drawings or other submittals, as-built or record drawings, or for any other purpose, Client's use of such Electronic Data shall be at the sole risk of Client. Client agrees that the Electronic Data shall not be used for any purpose other than the project contemplated under this Agreement. Client acknowledges that the information contained in the Electronic Data may not be complete, may not be to scale, and may be subject to subsequent changes by Atwell. Client acknowledges that anomalies and errors can be introduced into the Electronic Data when it is transferred or used in an incompatible computer environment and that Atwell is not responsible for any such anomalies or errors. Further, Client accepts the risks associated with and the responsibility for any damage to hardware, software or computer systems or networks related to any use of the Electronic Data. The Electronic Data is being furnished on an "as-is" basis.
11. **Excuse of Performance (Force Majeure):** Atwell shall not be liable for delays in performance or for nonperformance due to acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, order or actions, unforeseen circumstances, or causes beyond Atwell's reasonable control.
12. **No Setoff:** Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its subsidiaries or affiliates any amounts due or to become due to Atwell or its subsidiaries or affiliates, whether arising under the Agreement or otherwise.
13. **Assigns:** Client may not delegate, assign, subcontract or transfer its duties or interest in the Agreement without the written consent of Atwell.
14. **Waiver:** The failure of either party to enforce any right or remedy provided in the Agreement or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.
15. **Limitation of Liability:** The Parties acknowledge that the project pricing provided is based upon Atwell's willingness to accept a reasonable and fair level of risk and Client's willingness to cap such risk at a level reflective of such compensation. Accordingly, it is expressly agreed that Client's sole and maximum recovery against Atwell for any claim arising out of this Agreement, whether in contract, tort or otherwise, is the lesser of three (3) times the amount of money paid by Client to Atwell under this Agreement or $100,000, and that an award of damages not to exceed such amount is Client's sole and exclusive remedy against Atwell. Under no circumstance shall Atwell be liable to Client for any loss or damage of any nature not arising from the work to be provided by Atwell herein. Notwithstanding anything else in this Agreement to the contrary, neither party shall be liable to the other for any incidental, consequential, punitive, exemplary, "benefit of the bargain", or lost profit damages.
16. **Indemnification; Limitation on Time Period to Bring Claims:** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Atwell, its managers, members, employees, officers, agents and affiliates, against all damages, liabilities or costs, including reasonable attorneys' fees and all costs of legal defense, arising out of or in any way connected with the project or services under the Agreement, excepting only those damages, liabilities or costs solely and directly attributable to the negligent acts, errors or omissions, or willful misconduct by Atwell. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Atwell, its managers, members, employees, officers, agents and affiliates, against all damages, liabilities or costs, including reasonable attorneys' fees and all costs of legal defense, arising out of or attributable to the negligence of Client, its successors, employees, agents or invitees. Client agrees to indemnify Atwell from claims arising out of any certifications which are required to be signed on behalf of Client during the course of the work contemplated by this Agreement. No action, suit or other proceeding shall be instituted against Atwell in connection with the work contemplated by this Agreement more than two (2) years after the last date of service under this Agreement.
17. **Notice of Lien:** Atwell hereby notifies Client that Atwell may utilize all available lien rights in connection with its provision of services under the Agreement. In order to perfect any construction lien in favor of Atwell, Client agrees to provide, if applicable, any Notice of Commencement or any other notice required by the applicable Lien Laws.
18. **Job Site Safety:** Client assumes sole and complete responsibility for the safety of all persons and property where the work to be performed is at Client's site. In the event that Atwell provides a health and safety officer at Client's site, Atwell shall be authorized to take any and all measures on behalf of Client that in Atwell's opinion will maintain generally accepted health and safety standards for personnel at the site. Atwell will inform Client of such deficiencies relating to the specifications and applicable regulations known to Atwell, but Atwell is not responsible for the failure of Client or its agents to follow the recommendations of Atwell personnel. Client waives any claim against Atwell for, and agrees to

indemnify and hold Atwell harmless from, any claim for liability for injury or loss to Client or others stemming from such measures, except to the extent such claim for injury or loss results from the direct negligence of Atwell.

19. **Disclosure of Hazardous Substances and/or Conditions:** Client hereby acknowledges that it shall be the duty of Client to notify Atwell of any known or suspected hazardous substances which have or may have been used, stored or disposed of on the work site. This duty shall also apply to any hazardous substance with which Atwell may be provided or which exists or may exist on or near any premises upon which services are to be performed by Atwell employees, agents or subcontractors. Disclosure and notification to Atwell shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances. All decisions related to the disposal of hazardous substances shall be made solely by Client, and Atwell shall not select the disposal site nor shall Atwell arrange in any other way for the disposal of any hazardous substances found on or removed from the work site. To the extent that the Agreement between Atwell and Client includes subsurface activities (including, but not limited to, soil borings, well installation or test pit excavation), Client shall furnish Atwell with diagrams clearly identifying the location and boundaries of the site's subsurface structures (including, but not limited to, pipes, tanks, cables, sewers, and utilities). Atwell shall not be liable for any damage to any subsurface structures or injury or loss arising from damage to subsurface structures which are incorrectly located or not identified on the diagrams provided by Client.
20. **Estimates for Proposed Construction:** Construction cost estimates, quantity estimates, schedules and any earthwork quantity calculations are estimates only and are calculated and provided in good faith by Atwell. Atwell has no control over outside factors, including, but not limited to, market conditions and construction procedures. Atwell and Client each acknowledge and agree that such estimates may vary from final proposals, bids, schedules or actual construction costs.
21. **Stamp on Drawings:** Atwell shall not be liable for any plans or specifications produced under this Agreement until such drawings are stamped as "approved" by all relevant government/municipal agencies and/or building department officials.
22. **Dispute Resolution:** In the event of any Dispute arising out of or relating in any way to this Agreement, its subject matter, negotiation, execution, administration, default or termination, such Dispute shall first be submitted to designated authorized representatives of the Parties to attempt to reach a negotiated resolution. In the event such a resolution cannot be reached within a reasonable time, at the demand of either Party the matter shall be submitted to non-binding mediation using a single mediator selected by mutual agreement of the parties. In the event the parties cannot agree on a mediator, or in the event the Dispute is not resolved within a reasonable time, at the demand of either Party the matter shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (the "Expedited Procedures"); provided, that the arbitration shall not be conducted by the American Arbitration Association. The Parties shall select a single arbitrator by mutual agreement or, failing such agreement, the arbitrator shall be appointed by a court of competent jurisdiction sitting in Oakland County, Michigan, to which jurisdiction and venue the Parties hereby consent. The arbitration shall be held in Oakland County, Michigan, and the laws applicable to the arbitration proceeding shall be the laws of Michigan without regard to principles of conflict of laws. The parties agree that the arbitrator shall have all powers provided by law and the terms and conditions of this Agreement. However, the arbitrator shall have no power to vary or modify any of the provisions of this Agreement. Any party to this Agreement may bring an action in any court having jurisdiction, including a summary or expedited proceeding, to specifically enforce this Agreement, and an action or motion to compel arbitration may be brought at any time, even after a Dispute has been raised in a court of law, or this Agreement has been completed, terminated, or paid in full.

    Judgment. The arbitration award rendered by the arbitrator shall be final and non-appealable and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

    Costs and Expenses. Each Party shall bear its own costs of Arbitration and shall pay one-half of the Arbitrator's fees and costs. The prevailing party shall be entitled to payment by the other Party of its actual costs and reasonable attorney fees.
23. **Severability:** If any portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, and this Agreement shall be construed in all respects as if such invalid, void or unenforceable provisions were omitted.
24. **Entire Agreement:** The Agreement, including all attached Exhibits, constitutes the entire agreement between the parties with respect to their subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the proposed subject matter of the Agreement, including Client's request for proposal or any purchase order or terms and conditions. No subsequent terms, conditions, understandings or agreements purporting to modify the terms of the Agreement will be binding unless in writing and signed by both parties.
25. **Governing Law:** The Agreement shall be governed by the laws of the State of Michigan without regard to principles of conflict of laws.

26. **Agreement Construction:** The Parties both having had an equal opportunity to negotiate the terms of this Agreement and to consult with counsel prior to execution, neither Party shall be considered the drafter of the Agreement and it shall not be construed against one Party more than the other.

27. **Notices:** Any notice required or permitted to be given under this Agreement shall be in writing, and either personally delivered to the other party or mailed to the last known current address of the other party by certified mail, return receipt requested.

ACCEPTED BY:

ATWELL, LLC

By: _____
Signature

Lisa M. Drouillard, PS
Printed Name

Its: Survey Project Manager
Title

October 18, 2017
Date

By: _____
Signature

Justin R. Cecil
Printed Name

Team Leader
Title

October 18, 2017
Date

CITY OF INKSTER

By: _____
Signature

_____
Printed Name

Its: _____
Title

By: _____
Date

Landwise Inc.
Civil Engineers . Land Surveyors

P.O. Box 1952
Dearborn, MI 48121

October 22, 2017

Ms. M. Jeannie Fields
Director of Special Projects
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Phone: (313) 563-7709
Email: jfields@cityofinkster.com

Proposal for Professional Land Surveying Services
Project: former City Hall Site (+/- 12 acres)

Dear Ms. Fields;

Thank you for the opportunity to submit a proposal to provide Land Surveying services for this project, we are Michigan Licensed Surveyors and Civil Engineers, and we carry all required Insurance, we look forward for the opportunity to work with you on this project.

Scope of Services:

- **Topographic & Boundary Survey:** Determine the location of the property lines and mark the property corners in the field, measure all visible improvements, utilities, and structures on the property, and measure existing elevations throughout the site, produce survey plan showing all data measured in the field, in addition to any record information obtained from public records or provided by the client

Fees: $9,500.00

Thank you for considering our firm for these services, we are looking forward to working with you on this project.

Proposal Consideration Period: This proposal is valid for 90 days. If signed authorization is not provided within that period of time; Landwise, Inc. reserves the right to disregard its agreement to perform the outlined services for the quoted price.

Official Agreement: Should this proposal be acceptable; the return of one executed copy of this agreement will be considered an official agreement and a Notice to Proceed, and an acknowledgement by the client that an authorized person had read the contract in its entirety, and agreed to all the terms and condition included in this agreement.

Survey Note: the survey plan reflects information discovered by the surveyor in the normal course of work, it shows information based on actual field measurements, public record, and any easements that are listed in the title policy provided by the client. The survey does not necessarily show every possible condition, easements, servitudes, building ordinances, zoning, and other legal encumberments that may exist and/or affect this property. Consult a title attorney if you wish to discover all legal encumberments attached to the property.

Not Included Services: Above fees do not include permit and plan review fees, wetland/ woodland

: 248-257-5700
: 248-257-5555
: www.landwiseinc.com
: info@landwiseinc.com

determination, subsurface soil investigation, Septic field design, flood plain study, plan production cost, structural design for retaining walls, pump design, tree survey, landscape plan, off- site easement descriptions, or traffic studies, unless specifically states under Scope of Work.

Testifying in court in relation to this project; this proposal does not include attending any court related sessions or testifying as a witness in relation to this project. If attending is requested, then it will be billed as additional to the contract at a rate of $100 per hour.

Documents Provided By Client: Client agrees to provide Landwise, Inc. with any and all documents necessary to complete the proposed work and to identify the ownership, location and condition of the property to be surveyed, including, but not limited to, existing plans, deeds, maps, title information, and permits; and to obtain for Landwise, Inc. the authorization of the owner and access to enter upon the property for the purpose of conducting the proposed work thereon.

Copyright: The parties agree that all protections of the United States and Michigan copyright laws shall be applicable to the work product to the benefit of Landwise, Inc., including common law and statutory law, whether or not such work product actually is so copyrighted, and without regard to whether or not such copyright actually applies to such work product.

Billing: All fees and other charges attributable to this Agreement will be billed by Landwise, inc. monthly and shall be due and payable by Client at the time of billing at the address of Landwise, Inc. listed in this agreement unless otherwise specified by Landwise, Inc.

Suspension or Termination of Performance: In addition to any other rights Landwise, Inc may have for default of Client, if Client fails to pay Landwise, Inc. within thirty (30) days after invoices are rendered, Client agrees that Landwise, inc. shall have the right to consider such default in payment a material breach of this Agreement, and, that the duties, obligations, and responsibilities of Landwise, Inc. under this Agreement may be suspended or terminated at Landwise, Inc.'s sole option.

Owner's Termination of Contract: If at any time during the course of the project, the client decided not to proceed with the project, then fees for all time spent on the project to date shall become due immediately.

Additional Services: Client agrees that if services not specified in this Agreement are provided at Client's request, Client shall timely pay for all such services as extra work at the rate of $100 per hour.

Payment of Costs: Client shall pay all costs, such as transportation expenses, municipal application fees, permit fees, blueprint and reproduction costs, etc., unless otherwise expressly agreed herein by the parties.

Limitation of Liability: Client agrees that the liability of Landwise, Inc. its agents and employees, in connection with services provided to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors and/or omissions of Landwise, inc. its agents and/or employees is limited to the total fees actually paid by the Client to Landwise, Inc. for services rendered by Landwise, Inc. under this agreement. This limitation of liability shall apply regardless of the cause of action or legal theory pled or asserted by the Client. Should this limitation be unacceptable to the Client, the Client will notify Landwise, Inc. in writing. The written notice must be sent to Landwise, inc. before services start.

Delays: Landwise, Inc. is not responsible for delays caused by activities or factors beyond Landwise, Inc.'s control, including but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of nature, failure of Client to timely furnish information or approve or disapprove work, or faulty performance by Client or others, including contractors and governmental agencies.

Attorney's Fees: If Landwise, Inc. is a prevailing party in any legal proceeding brought under or with relation to this Agreement, Landwise, Inc. shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

Contractual Lien to Secure Payment: Client grants to Landwise, Inc. a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist, on the property and all improvements thereon to secure payment of all compensation due to Landwise, Inc. by Client as provided herein. Client grants Landwise, Inc. the authority and right to file a copy of this Agreement in the Records of the County where the property is located to give notice of Landwise, Inc.'s lien rights.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

Entire Agreement of Parties: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

Landwise, Inc.

Signed_____

Alan Sawalha, P.E., P.S.
President
P.O. Box 1952
Dearborn, MI 48121

Phone: (248) 257-5700
Fax: (248) 257-5555

Accepted by:
Client: City of Inkster

Signed : _____
Name:

Title:_____

Address _____
City _____ State _____
Telephone _____
Facsimile _____
Email _____