

INKSTER CITY COUNCIL

March 4, 2019
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

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

Council Members:

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

FELICIA RUTLEDGE
CITY CLERK

BYRON NOLEN
MAYOR

TREASURER
DARIN CARRINGTON

DAVID JONES
CITY ATTORNEY

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

Council Orientation Agenda – 6:00 PM

1. Call to Order

2. Discussion

A. Agenda Discussion

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

March 4, 2019

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

- A. Divine Stand Dancers Of Inkster

4. Public Hearing

- A. A public hearing and first reading Inkster Nuisance Abatement Program (iNAP) that would expedite blight elimination through rehabilitation and demolition. **Pg.1**
- B. A public hearing to offer a first reading of the MDEQ Mandated Illicit Discharge Elimination Program Ordinance being added to our existing Storm Water Ordinance as a New Standalone Chapter in Title V, Public works of the Code of Ordinances. **Pg.12**

5. Consent Agenda

- A. February 18, 2019 Regular City Council Meeting Minutes. **Pg.22**
- B. Allen Brother's and Attorney's PLLC Invoice \$24,463.38 **Pg.26**

6. Boards and Commissions

- A. Update of current list of appointments to Boards & Commissions. **Pg.27**

7. Previous Business

- A. Discussion/Action: (Sharde Fleming) Consideration and approval to recommend Benesch to provide engineering services including engineering studies, water main designs, sewers and roads. The contract will begin in February 2019 and will be scheduled at the direction of the City of Inkster on a per project basis. This is a three year contract with the option to renew for 2 additional years. **Pg.34**

8. Ordinance(s)

A. First Reading(s)

1. A first reading Inkster Nuisance Abatement Program (iNAP) that would expedite blight elimination through rehabilitation and demolition. **Pg.1**

2. A first reading of the MDEQ Mandated Illicit Discharge Elimination Program Ordinance being added to our existing Storm Water Ordinance as a New Standalone Chapter in Title V, Public works of the Code of Ordinances. **Pg.12**

B. Second Reading(s)

9. New Business

A. Discussion/Action: (Darin Carrington) Approval of amendment to the General Fund budget revenues and expenditures for the Inkster SummerFest. **Pg.76**

B. Discussion/Action: (Sharde Fleming) Consider approval of offer to purchase (Case # LD 19-3) one (1) vacant commercial lot which is located on the west side of Inkster rd. between Lehigh St. and Pine Ave. and is legally described as 36B52 TO 55 LOTS 52 TO 55 INCL BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property I.D. 44 014 02 0052 000) in the amount of \$2000 to Maher Abdallah.

Pg.77

C. Discussion/Action: (Sharde Fleming) Consider approval of offer to purchase (Case # LD 19-4) one (1) vacant residential lot which is located on the south side of Trowbridge Ave. between John Daly rd. and Bayhan Ave. and is legally described as 30D159 LOT 159 WESTWOOD SUB OF J. W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0159 000) in the amount of \$250.00 to Dorian Bankhead.

Pg.89

D. Discussion/Action: (Sharde Fleming) Consider authorizing the City to enter into an agreement with Hoque Global by way of DOMUS Studio Group, Inc. to be provided with a Site Evaluation and Project Feasibility services for the downtown development for \$50,000.00.

Pg.99

E. Discussion/Action: (William Riley) Consideration and approval Review Sample Contract for Dispatch Consolidation with City of Dearborn for the consolidation of 911 emergency dispatch services, utilizing Dearborn's new state-of-the-art 911 Dispatch Communications center, and to authorize the City Attorney on behalf of the City of Inkster, to draft and submit said letter.

Pg.108

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: March 4, 2019

From: Sharde Fleming
Special Projects, Director

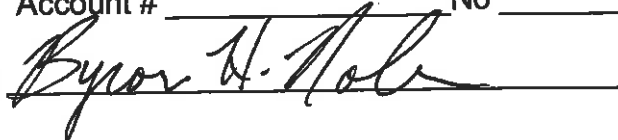
Date for Council Consideration: February 27, 2019

ACTION REQUESTED: Public hearing and first reading Inkster Nuisance Abatement Program (iNAP) that would expedite blight elimination through rehabilitation and demolition.

Current Action _____ Emergency _____ Future _____

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

Mayor's Approval



BACKGROUND INFORMATION

The City of Inkster has suffered from a large volume structures that have been abandoned by owners, which has posed a public health and safety issue. Many of these properties are owned by defunct LLCs and unresponsive individuals which makes it challenging for code enforcement officials to implement blight ordinances. This policy would expedite notice to owners and interested parties that their property is a gross code violation and is subject to legal action of property seizure if not expeditiously improved. Property seizure will result in Neighborhood Stabilization Program enrollment and offered to a vetted developer OR if property is beyond repair, the City will demolish it.

SCOPE OF SERVICES

A committee of City administrators will identify target areas for iNAP implementation; selected blighted structures within target areas will be posterized for owners' response; depending on response or lack thereof, title search will be conducted for proper notice of violation and seizure OR a rehabilitation agreement will be entered into with owner; if no response is yielded, the City will seek default judgment and thus, own the property. The property will either be rehabbed by a developer or demolished depending on the physical state.

JUSTIFICATION

Blight spreads and is a direct correlation for stagnation and decline of property values. Current code enforcement procedure has not had wherewithal to garner positive outcomes from owners and occupants, with many of the blight tickets going ignored or reoccurring.

PROJECT OR IMPROVEMENT TASKS

1. Enhance Public Safety & Strengthen the Police Department
2. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster
3. Improve and promote the image of Inkster

COSTS

The costs of this program implementation would be ^{P1}ary based on legal and potential demolition costs.

PROJECT TIME TABLE

The implementation of this program would start immediately

RESOLUTION

Authorization is hereby given to implement an Inkster Nuisance Abatement Program (iNAP) that would expedite blight elimination through rehabilitation and demolition

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



City of Inkster, Michigan

iNAP: Inkster Nuisance Abatement Program

Released: October 2018

Program Contact: Sharde Fleming, Special Projects Director

Inkster City Hall
26215 Trowbridge
Inkster, MI 48141
(313) 563-9764

CITY OF INKSTER NUISANCE ABATEMENT PROGRAM

The City of Inkster has suffered disproportionately from mortgage and tax foreclosures that have resulted in sporadic abandoned structures and blight pockets throughout the City which has posed a public health and safety issue. Many of these properties are owned by defunct LLCs and unresponsive individuals which makes it challenging for code enforcement officials to implement blight ordinances. This policy would expedite notice to owners and interested parties that their property is a gross code violation and is subject to legal action of property seizure if not expeditiously improved. Property seizure will result in Neighborhood Stabilization Program enrollment and offered to a vetted developer OR if property is beyond repair, the City will demolish it. A property that is entered into the Nuisance Abatement program shall be deemed a public hazard or nuisance which is dangerous to the health, safety, or welfare of the inhabitants of the City or of those residing or habitually going near such lot, building, or structure. A nuisance is defined by Inkster's Nuisance Ordinance General Provisions and procedure for abatement is as follows:

§ 95.01 NUISANCES PROHIBITED

For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

NUISANCE. This term shall be held to embrace public nuisance as known at common law or in equity jurisprudence; and whatever is dangerous to human life or detrimental to health; whatever dwelling is overcrowded with occupants or is not provided with adequate ingress and egress to or from the same, or is not sufficiently supported, ventilated, sewerred, drained, cleaned or lighted; whatever is unwholesome; whatever renders or makes an unusual noise, sound, racket or vibration sufficient to annoy and destroy the usual peace and quiet of any persons of the city; whatever pollutes the air to create an ill-smelling condition so offensive as to annoy the public; whatever is conducive to the harboring of insects, vermin, rats or rodents; all ponds of stagnant water; any yard or area housing old and useless or nearly useless automobiles or parts thereof, or other waste, machinery, logs, old lumber, rubbish or construction rubbish, so that the same is offensive to the general public, are also severally, in contemplation of this subchapter, nuisance; and shall such nuisances are hereby declared illegal.

('68 Code, § 8-501) (Ord. 187, passed 4-19-62; Am. Ord. 682, passed 10-16-89) Penalty, see § 95.99

§ 95.03 ABATEMENT PROCEDURE

The Chief of Police, the Mayor, the Director of Public Works or any of their duly authorized representatives are hereby designated to make complaint against any alleged violator hereunder, and shall have the authority to order the complete abatement of any nuisance within the city as set forth in §§ 95.01 and 95.02 above and the Mayor, upon approval by the City Council, shall be permitted to file injunctive proceedings in the circuit court or to exercise any other available remedies including criminal prosecution to abate a nuisance which he may deem necessary, each and all of said power and remedies being cumulative and not exclusive.

('68 Code, § 4-503) (Ord. 187, passed 4-19-62; Am. Ord. 682, passed 10-16-89; Am. Ord. 857, passed 4-17-17)

The enforcement of abatement would apply to Inkster Ordinance defined nuisances as well as all illegal activity including but not limited to dog fighting, chop shops, theft rings and excessive loitering.

Objective Overview

The threshold remedies for nuisance is to issue a warning, then ticket if necessary—but neither have historically resulted in overwhelmingly positive results. The lack of response from owners have left the structures in states that fall within the following blighted guidelines: a condition that impairs, destroys, or deteriorates the property because of its decay, improper storage, or effect on property or quality of life including, but not limited to, such things as litter, refuse, rubbish, garbage, junk, noxious weeds, inoperative vehicles, and waste. The proper storage of materials or equipment incidental to and necessary for the carrying out of any business or occupation lawfully being carried out on the property in question is not the cause of blight or a blighting factor if all applicable city ordinances are satisfied. The piling and storage of firewood in a neat orderly manner for consumption by the property residents is not blight.

(Ord. 810, passed 3-5-07)

This policy allows for three different types of nuisance abatement:

- 1) Residential Blighted Structure Nuisance
- 2) Residential & Commercial Illegal Activity Related Nuisance
- 3) Residential & Commercial Excessive Loitering Nuisance

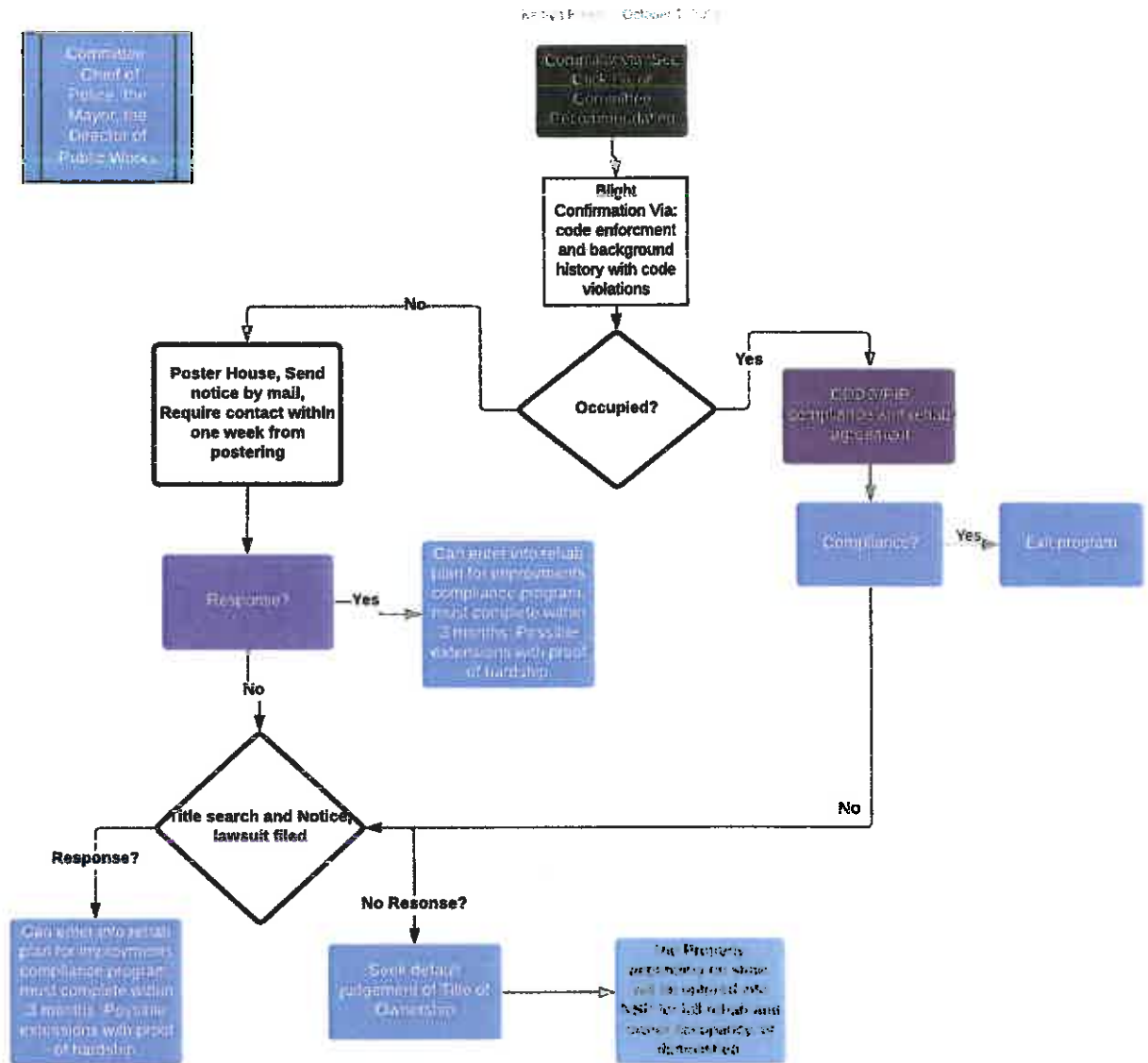
Residential Blighted Structure Nuisance

Nuisance enforcement for residential structures not involved in illegal-activity would occur as follows:

1. The property which may be occupied or unoccupied falls within the current focus area of nuisance abatement that is determined by the Mayor, Director of Public Service and Chief of Police or any of their duly authorized representatives;
2. Property owner and all interested parties found via title search will be notified via personal service
 - a. OR if personal service is unsuccessful after three attempts, there will be an attempt to contact the owner(s) via certified mail with return receipt requested;
 - b. If personal service is unsuccessful, owner(s) have an additional five days after certified mail is sent to make contact via phone or email to the City of Inkster at the contact information provided on their notice.
 - c. Owner(s) will also receive notice via United States Postal Service First Class Mail
3. Property will be posterred with notice of blight violation in a conspicuous place at the time of initial notice attempt;
4. If at the expiration of the time limit in said notice, the owner(s) has not complied with the requirement thereof or entered into a compliance program with the City, the City may advance to file a nuisance lawsuit in Wayne County Circuit Court to seize the property;
5. If no answer is filed to the complaint within the time prescribed by the Michigan Court Rules, then the City will file an entry of default and a motion for entry of default judgment;
 - a. The owner(s) may at any time between notification and default judgment contact the City to enter into a compliance plan;

6. Default judgment will result in either:
 - a. The city being granted the right to demolish any structures on the real property and to file a lien against the property to recover the costs of the litigation, demolition and any other reasonable costs and fees; or
 - b. The City being awarded ownership of the property. Upon receiving title to the property, and depending on the physical state of the property, the City may choose to rehabilitate the property for owner-occupancy OR place the property on the City's demolition list.

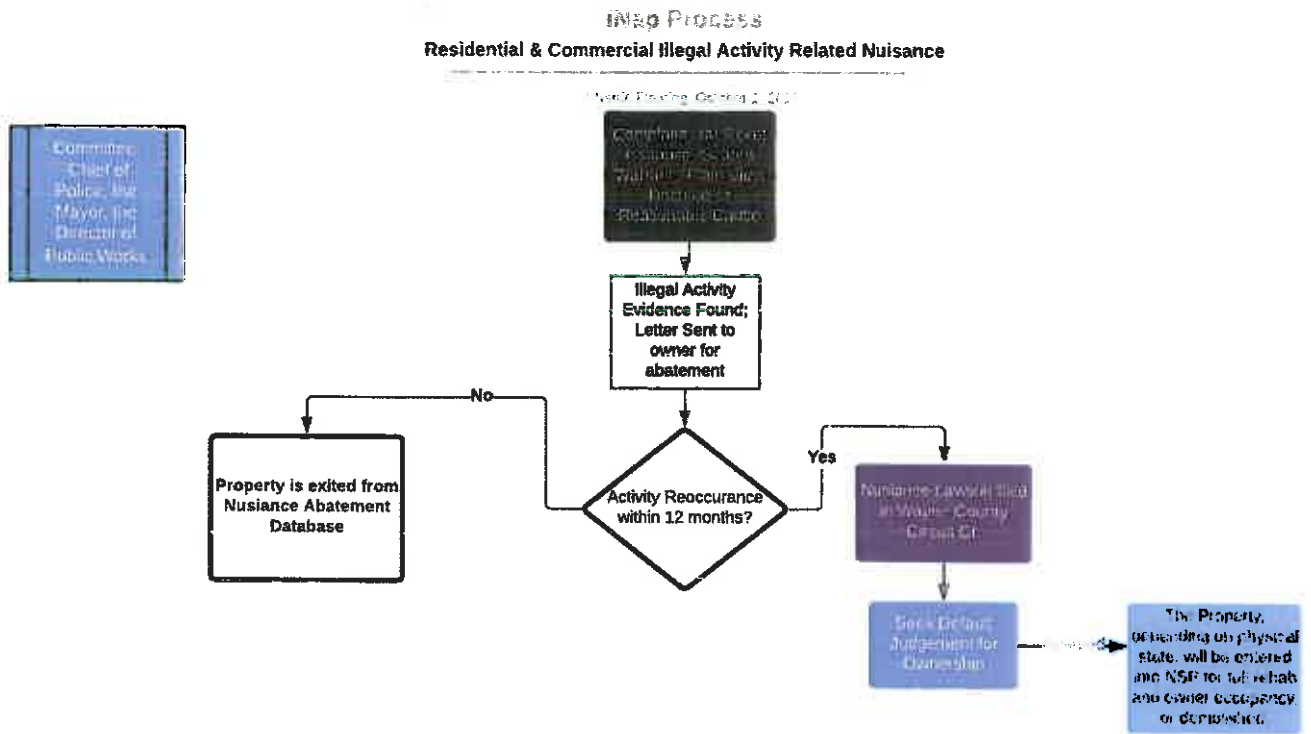
INAP Process Residential Blighted Structure Nuisance



Residential & Commercial Illegal Activity Related Nuisance

Nuisance enforcement for residential and commercial structures involved in illegal-activity would occur as follows:

1. The property may be occupied or unoccupied and may be located within any area of the City;
2. Reasonable cause, Plain View Doctrine, search warrant or complaints that result in finding of illegal-activity such as but not limited to: drugs, drug paraphernalia, dog fighting, theft rings, etc.;
3. Property owner and interested parties will be contacted via personal service for up to three attempts to issue notice of violation(s) and their requirement to abate the nuisance;
 - a. OR if personal service is unsuccessful after three attempts, there will be an attempt to contact the owner(s) via certified mail with return receipt requested;
 - b. If personal service is unsuccessful, owner(s) have an additional five days after certified mail is sent to make contact via phone or email to the City of Inkster at the contact information provided on their notice.
 - c. Owner(s) will also receive notice via United States Postal Service First Class Mail
4. If a second complaint or search warrant results in finding of illegal-activity within a 12-month period, the City may file a nuisance lawsuit in Wayne County Circuit Court to seize the property;
5. If no answer is filed to the complaint within the time prescribed by the Michigan Court Rules, then the City will file an entry of default and a motion for entry of default judgment;
 - a. The owner(s) may at any time between notification and default judgment contact the City to enter into a compliance plan;
6. Default judgment will result in either:
 - a. The city being granted the right to demolish any structures on the real property and to file a lien against the property to recover the costs of the litigation, demolition and any other reasonable costs and fees; or
 - b. The City being awarded ownership of the property. Upon receiving title to the property, and depending on the physical state of the property, the City may choose to rehabilitate the property for owner-occupancy OR place the property on the City's demolition list.



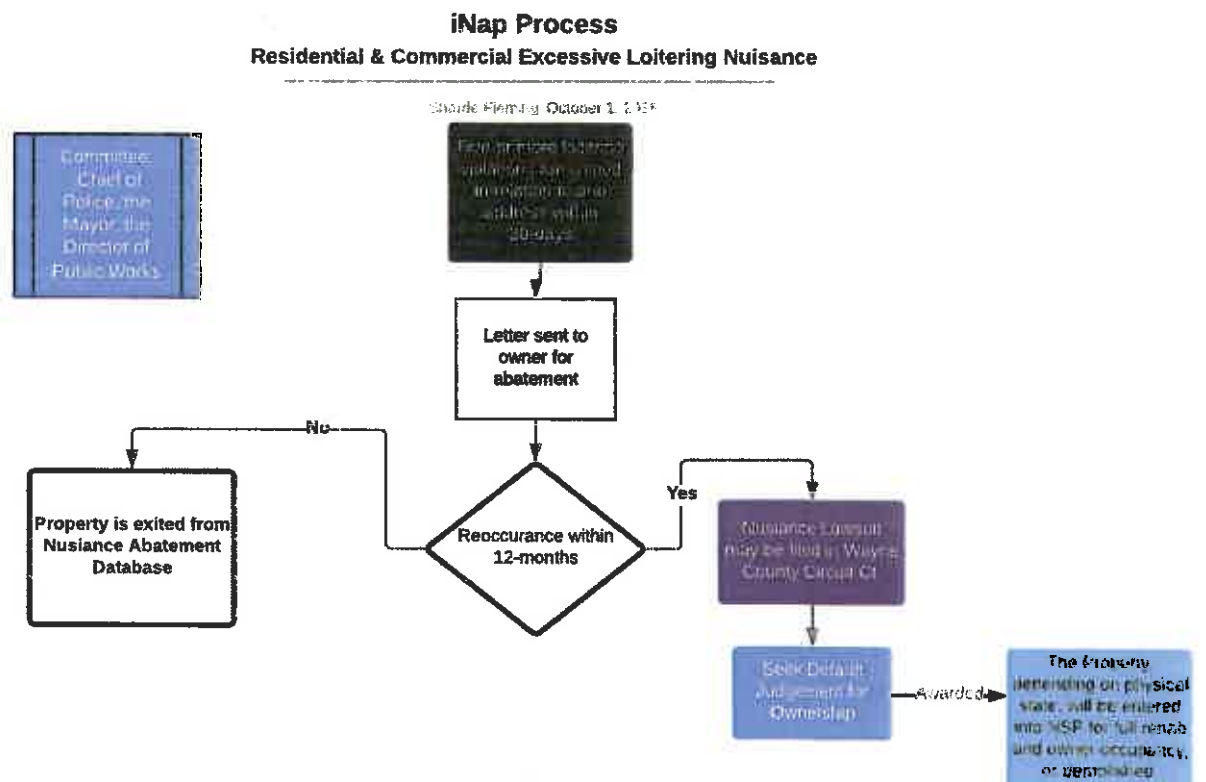
Residential & Commercial Excessive Loitering Nuisance

Loitering shall be defined, per § 136.38 LOITERING TO ENGAGE IN ILLEGALLY RELATED DRUG ACTIVITIES of the Inkster City Code of Ordinances as: delay or linger without a lawful purpose while being in a public place, as is hereinafter defined, and for the purpose of committing a crime as may be discovered.

Nuisance enforcement for residential and commercial would occur as follows:

1. The property may be occupied or unoccupied and may be located within any area of the City;
2. In the event that five or more nuisance violations are issued within 30-days to individuals in relation to one address, the City may implement abatement policy.
 - a. In regard to businesses, this shall NOT apply to instances where the store owner or worker initiates/seek contact with law enforcement to remove nuisance;
3. Property owner and interested parties will be contacted via personal service for up to three attempts to issue notice of violation(s) and their requirement to abate the nuisance;
 - a. OR if personal service is unsuccessful after three attempts, there will be an attempt to contact the owner(s) via certified mail with return receipt requested;

- b. If personal service is unsuccessful, owner(s) have an additional five days after certified mail is sent to make contact via phone or email to the City of Inkster at the contact information provided on their notice.
 - c. Owner(s) will also receive notice via United States Postal Service First Class Mail
 4. If property is again related to five or more nuisance violations within a 30-day period in 12-months, the City may file a nuisance lawsuit in Wayne County Circuit Court to seize the property;
 5. If no answer is filed to the complaint within the time prescribed by the Michigan Court Rules, then the City will file an entry of default and a motion for entry of default judgment;
 - a. The owner(s) may at any time between notification and default judgment contact the City to enter into a compliance plan;
 6. Default judgment will result in either:
 - a. The city being granted the right to demolish any structures on the real property and to file a lien against the property to recover the costs of the litigation, demolition and any other reasonable costs and fees; or
 - b. The City being awarded ownership of the property. Upon receiving title to the property, and depending on the physical state of the property, the City may choose to rehabilitate the property for owner-occupancy OR place the property on the City's demolition list.



In accordance with section 12.1 *Hazards and Nuisances* of the City Charter of Inkster, a special assessment shall be calculated for properties that are entered into the Nuisance Abatement Program. Assessments shall be for cost of abatement and/or all costs incurred by the City for properties that the City does not receive title for.

§12.1 Hazards and Nuisances

- (a) When any lot, building, or structure within the city, because of accumulation of refuse or debris, the uncontrolled growing of noxious weeds, or age or dilapidation, or because of any other condition or happening becomes, in the opinion of the council, a public hazard or nuisance which is dangerous to the health, safety, or welfare of the inhabitants of the city or of those residing or habitually going near such lot, building, or structure, the council may, after investigation, give notice by publication or by registered mail addressed to the last known address of the owner or owners of the land upon which such nuisance exists, or to the owner of the building or structure itself, specifying the nature of the nuisance and requiring such owner to abate or remove the nuisance promptly and within a time to be specified by the council, which shall be commensurate with the nature of the nuisance. If at the expiration of the time limit in said notice, the owner has not complied with the requirements thereof, or in any case where the owner of the land or of the building or structure itself is not known, the council may order such hazard or nuisance abated by the proper department or agency of the city, or may do the work by contract or by hire, and the cost of such abatement shall be assessed against the lot, premises, or description of real property upon which such hazard or nuisance is located by special assessment.
- (b) The council shall determine what amount or part of each expense shall be charged, and the person, if known, against whom the charge shall be made, and the premises upon which the same shall be levied as a special assessment; and as often as the council shall deem it expedient, it shall require notice of all of the several amounts so reported and determined to be given by the clerk either by registered mail sent to their last known address as shown on the assessment roll of the city, or by publication. Such notice shall state the basis of the assessment, the cost thereof [,] and shall give a reasonable time, which shall not be less than thirty days, in which payment shall be made. In all cases where payment is not made within the time limit, the same shall be reported by the clerk to the assessor who shall spread such amounts against the several persons or descriptions of real property chargeable therewith on the next roll for the collection of city taxes.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

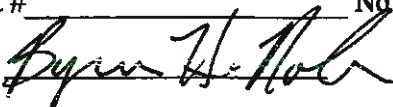
Date: February 25, 2019

From: Bud Avery, DPS Superintendent Date for Council Consideration: March 4, 2019

ACTION REQUESTED: Council to offer a first reading of the MDEQ Mandated Illicit Discharge Elimination Program Ordinance being added to our existing Storm Water Ordinance as a New Standalone Chapter in Title V, Public works of the Code of Ordinance.

Current Action ☒ X Emergency ☐ Future ☐

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

Mayor's Approval 

BACKGROUND:

Have a first reading of the MDEQ Mandated Illicit Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4). (See attached paperwork)

SCOPE OF SERVICES:

Enforcement of Ordinance as per MDEQ MS4 Permit.

JUSTIFICATION:

The requirements under the Michigan Department of Environmental Quality (MDEQ) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Phase II Stormwater Discharge Permit Application requires the enactment of additional ordinances or regulatory mechanisms that will allow the City of Inkster to implement and enforce the terms outlined in the permit application. The following language is intended to be added as a standalone chapter under Title V Public Works.

PROJECT IMPROVEMENTS:

The purpose of the Ordinance is to provide for the health, safety, and general welfare of the citizens of the City through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This Ordinance establishes methods for controlling the introduction of pollutants into the municipal storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.

COSTS:

N/A

PROJECTED TIME TABLE:

First reading of the text amendment will be held during the Council Meeting on March 4, 2019 and presented for Council Approval during this Council Meeting. If approved by Council the amendment will be published, posted and become effective after thirty (30) days.

RESOLUTION:

Authorization is hereby given to offer a first reading of the MDEQ Mandated Illicit Discharge Elimination Program Ordinance being added to our existing Storm Water Ordinance as a New Standalone Chapter in Title V, Public works of the Code of Ordinance.

Resolved by _____

Seconded by  _____

Yes:

No:

Absent:

**Proposed Stormwater Control Ordinance for the City of Inkster
Illicit Discharge Elimination Program
February 8, 2019**

The requirements under the Michigan Department of Environmental Quality (MDEQ) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Phase II Stormwater Discharge Permit Application requires the enactment of additional ordinances or regulatory mechanisms that will allow the City of Inkster to implement and enforce the terms outlined in the permit application. The following language is intended to be added as a standalone chapter under Title V Public Works.

SECTION 1. SHORT TITLE

This chapter shall be known and cited as the Illicit Discharge Elimination Program Ordinance.

SECTION 2. STATEMENT OF PURPOSE

The purpose of this Ordinance is to provide for the health, safety, and general welfare of the citizens of the City through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This Ordinance establishes methods for controlling the introduction of pollutants into the municipal storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this Ordinance are:

- (1) To regulate the contribution of pollutants to the municipal storm sewer system by stormwater discharges by any user.
- (2) To prohibit illicit connections and discharges to the municipal storm sewer system.
- (3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this article.

SECTION 3. DEFINITIONS

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized enforcement agency means the Director of Public Works and his/her authorized representatives, which shall specifically include all inspectors and code enforcement, and any other individual designated by the Mayor of the City of Inkster to enforce this Ordinance. Where applicable the terms may also mean the director of the Michigan Department of Environmental Quality or his/her designated official, and/or the United States EPA Administrator or his/her designated official.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

City means the City of Inkster.

Clean Water Act means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

County means the County of Wayne.

Construction activity means activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of five acres or more requiring an issued permit and small construction activities impacting one to five acres of land deemed to operate under a national permit. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in Section 7 of this Ordinance.

Illicit connections mean either of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including, but not limited to, any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency, or
- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial activity means activities subject to NPDES industrial permits as defined in 40 CFR, Section 122.26(b)(14).

MS4 means a municipal separate storm sewer system.

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit means a permit issued by United States Environmental Protection Agency (EPA), or by the State of Michigan under authority delegated pursuant to 33 USC § 1342(b) and codified in the Michigan Natural Resources and Environmental Protection Act Protection at MCL 324.101, et seq., that authorizes the discharge of pollutants to waters of the United States or State of Michigan, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles,

and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm sewer system or storm drainage system means a publicly owned facility by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Stormwater pollution prevention plan means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

SECTION 4. APPLICABILITY

This Ordinance shall apply to all water entering the storm drain system generated on any developed or undeveloped lands unless expressly exempted by an authorized enforcement agency.

SECTION 5. ENFORCEMENT, RESPONSIBILITY FOR ADMINISTRATION

This Ordinance shall be enforceable by the Director of Public Works or other authorized enforcement agency.

SECTION 6. MINIMUM STANDARDS

The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

SECTION 7. DISCHARGE PROHIBITIONS

A. Prohibition of illegal discharges.

No person shall discharge or cause to be discharged into the storm drain system or watercourses, any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct or continuance of any illegal discharge to the

storm drain system is prohibited; however, the following discharges are exempt from prohibition as described:

- (1) The discharges and flows from firefighting activities if they are identified as not being a significant source of pollutants to the waters of the state.
- (2) Discharges specified in writing by the Director of Public Works as being necessary to protect public health and safety.
- (3) Dye testing, when there has been verbal notification to the Director of Public Works and state department of environmental quality procedures have been followed.
- (4) Discharges permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.
- (5) The following discharges or flows if they are identified as not being a significant contributor to violations of water quality standards: water line flushing and discharges from potable water sources; landscape irrigation runoff, lawn watering runoff, and irrigation waters; diverted stream flows and flows from riparian habitats and wetlands; rising groundwaters and springs; uncontaminated pumped groundwater, except for groundwater cleanups specifically authorized by NPDES permits; foundation drains, water from crawl space pumps, footing drains and basement sump pumps; air conditioning condensation; waters from noncommercial car washing; street wash water; dechlorinated swimming pool water from single-, two- or three-family residences. Other swimming pools shall not be discharged to stormwater or to surface waters of the state without NPDES permit authorization from the MDEQ.

B. Prohibition of illicit connections.

- (1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this article if the person connects a line conveying sewage to a storm drain system or, MS4 or, allows such a connection to continue.

C. Prohibition of Direct Dumping or Disposal of Materials into the MS4.

- (1) The direct dumping of materials or discharges into the MS4 is prohibited except for those illicit discharges identified as not being a significant contributor to violations of water quality standards.

SECTION 8. RIGHT OF ENTRY

The Director of Public Works or other authorized enforcement agency shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing of suspected non-stormwater discharges in accordance with the provisions of this article with permission of the property owner or operator. Refusal of reasonable access to the Director of Public Works and/or representatives of the authorized enforcement agency to any part of the premises is a violation of this article and may result in a request for a warrant for inspection from the Court.

SECTION 9. SUSPENSION OF STORM SEWER SYSTEM ACCESS

A. Suspension due to illicit discharges in emergency situations.

The Director of Public Works or other authorized enforcement agency may, without prior notice, suspend storm sewer system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or the Waters of the United States or this state. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or waters of the United States or this state, or to minimize danger to persons.

B. Suspension due to the detection of illicit discharge.

Any person discharging to the storm sewer system in violation of this article may have their storm sewer system access terminated if such termination would abate or reduce an illicit discharge. The Director of Public Works will notify a violator of the proposed termination of its storm sewer system access. The violator may petition the Director of Public Works for reconsideration and hearing.

C. Violation.

A person violates this article if the person reinstates storm sewer system access to premises terminated pursuant to this section, without the prior approval of the Director of Public Works or other authorized enforcement agency.

SECTION 10. INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Director of Public Works prior to the allowing of discharges to the MS4.

SECTION 11. MONITORING OF DISCHARGES

The Director of Public Works has the right to require non-residential dischargers to install monitoring equipment as necessary if a non-stormwater discharge is suspected. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

SECTION 12. REQUIREMENTS TO PREVENT, CONTROL, AND REDUCE STORM WATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES

The Director of Public Works or his designee will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from

accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a storm water pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

SECTION 13. WATERCOURSE PROTECTION

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately-owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

SECTION 14. NOTIFICATION OF SPILLS

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Director of Public Works within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

SECTION 15. ENFORCEMENT

A. Notice of Violation

Whenever the Director of Public Works or his designee finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the City of Inkster may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit connections or discharges;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of storm water pollution or contamination of hazards and the restoration of any affected property; and
- (5) Payment of a fine to cover administrative and remediation costs; and
- (6) The implementation of source control or treatment BMPs.

B. Abatement of a Violation.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City of Inkster or its designee at the violator's expense.

SECTION 16. APPEAL OF NOTICE OF VIOLATION

Any person receiving a Notice of Violation may appeal the determination of the City of Inkster. The notice of appeal must be received within 30 days from the date of the Notice of Violation. Hearing on the appeal before the appropriate authority or its designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the City of Inkster or its designee shall be final.

SECTION 17. ENFORCEMENT MEASURES AFTER APPEAL

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 30 days of the decision of the City of Inkster upholding its decision, then representatives of the City or its designees shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property with consent of the property owner or operator. If consent is not provided, the City may request a warrant from the Court to enter the property to abate and restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City of Inkster or its designee to enter upon the premises for the purposes set forth above.

SECTION 18. COST OF THE ABATEMENT OF THE VIOLATION

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 10 days. If the amount due is not paid within a timely manner as determined by the decision of the City of Inkster or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the city by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest at the rate of five percent (5%) per annum shall be assessed on the balance beginning on the first day following discovery of the violation.

SECTION 19. INJUNCTIVE RELIEF

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the City of Inkster may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

SECTION 20. APPEAL OF NOTICE OF VIOLATION

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the

City of Inkster may impose upon a violator alternative compensatory actions; including, but not limited to storm drain stenciling, attendance at compliance workshops, and creek cleanup.

SECTION 21. VIOLATIONS DEEMED A PUBLIC NUISANCE

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense. The City of Inkster may also simultaneously or alternatively initiate a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance.

SECTION 22. CRIMINAL PROSECUTION

(1) Any person who has violates this ordinance shall be guilty of a misdemeanor and subject to the penalties set forth in Chapter 39: CODE ENFORCEMENT PROCEDURE of the City of Inkster Code.

(2) The City of Inkster may recover all attorney's fees; court costs; and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

SECTION 23. REMEDIES NOT EXCLUSIVE

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

SECTION 24. SEVERABILITY

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or its application to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION 25. REPEAL OF ORDINANCES IN CONFLICT HEREWITH

Any and all Ordinances of the City of Inkster, or any parts or provisions thereof, to the extent that they are contrary to or inconsistent with the provisions of this Ordinance, are hereby expressly repealed.

SECTION 26. RATIFICATION

All other provisions of the Code of Ordinances of the City of Inkster, Michigan except as herein modified or amended are hereby expressly ratified and affirmed.

SECTION 27. PUBLICATION.

This Ordinance shall be published in accordance with the terms, provisions, and requirements of the City Charter of the City of Inkster, Michigan, and in accordance with and to the extent required by the

statutes of the State of Michigan.

SECTION 28. EFFECTIVE DATE

This Ordinance shall take effect on the _____ day of _____ 2018, in accordance with the provisions and requirements of the City of Inkster. The City Clerk is hereby directed to publish this Ordinance within fifteen (15) days after the date of adoption as required by section INKSTER of the City Charter of the City of Inkster.

February 18, 2019
Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, February 18, 2019.

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 6:38 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 Chisholm to adjourn the closed Executive Session at 7:04p.m. Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:04 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 Stevens

Roll Call

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

Approval of Agenda

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm
to approve the agenda.
Resolution 2-19-20R – Motion carried.

Presentations/Discussion

Public Hearings

Consent Agenda

A. February 4, 2019 Regular City Council Meeting Minutes.

Moved by Councilmember Chisholm, Seconded by Councilmember Mitchell

**to approve the Consent Agenda.
Resolution 2-19-21R – Motion carried.**

Boards and Commission

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

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm
to appoint Rebecca Daniels to the Property Maintenance Board
Resolution 2-19-22R – Motion carried.**

**Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams
to appoint Gabe Henderson to the Beautification Commission
Resolution 2-19-23R – Motion carried.**

Previous Business

Ordinance(s)

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

New Business

- A. Discussion/Action: (Sharde Fleming) Consider approval of an offer to purchase (Case # LD 19-1) two (2) vacant residential lots which are located on the north side of Rosewood between Central and Eastern and are legally described as 24J266 LOT 266 GRAND VIEW GARDENS SUB T2S R9E L45 P94 WCR (Property I.D 44 005 01 0266 000.), and 24J264 265 LOTS 264 AND 265 GRAND VIEW GARDENS SUB T2S R9E L45 P94 WCR (Property I.D. 44 005 01 0264 000) or 29038 Rosewood, in the total amount of \$1000 to American International Academy.

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm
to approve of an offer to purchase (Case # LD 19-1) two (2) vacant residential
lots which are located on the north side of Rosewood between Central and
Eastern and are legally described as 24J266 LOT 266 GRAND VIEW GARDENS
SUB T2S R9E L45 P94 WCR (Property I.D 44 005 01 0266 000.), and 24J264
265 LOTS 264 AND 265 GRAND VIEW GARDENS SUB T2S R9E L45 P94 WCR
(Property I.D. 44 005 01 0264 000) or 29038 Rosewood, in the total amount
of \$1000 to American International Academy.
Resolution 2-19-24R – Motion carried.
NAY: (Howard, Mitchell)**

- B. Discussion/Action: (Sharde Fleming) Consideration and approval to recommend Benesch to provide engineering services including engineering studies, water main designs, sewers and roads. The contract will begin in February 2019 and will be scheduled at the direction of the City of Inkster on a per project basis. This is a three year contract with the option to renew for 2 additional years

Moved by Councilmember Howard, Seconded by Councilmember Oden to **TABLE** to recommend Benesch to provide engineering services including engineering studies, water main designs, sewers and roads. The contract will begin in February 2019 and will be scheduled at the direction of the City of Inkster on a per project basis. This is a three year contract with the option to renew for 2 additional years

Resolution 2-19-25R – Motion carried.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to **TABLE** until the next meeting to recommend Benesch to provide engineering services including engineering studies, water main designs, sewers and roads. The contract will begin in February 2019 and will be scheduled at the direction of the City of Inkster on a per project basis. This is a three year contract with the option to renew for 2 additional years

Resolution 2-19-26R – Motion carried.

- C. Discussion/Action: Consideration and approval for the City of Inkster to Vacate the Sewer Easement at 2424 John Daly for Pine Park Medical Marijuana Facility.

Moved by Councilmember Chisholm, Seconded by Councilmember Mitchell to approve for the City of Inkster to Vacate the Sewer Easement at 2424 John Daly for Pine Park Medical Marijuana Facility.

Resolution 2-19-27WR – Motion carried.

NAY: (Williams)

Public Participation

- **Mary McClendon** – Announced the Coffee hours for Commissioner Glenn Anderson every 2nd Monday at twelve noon at the Family Center.
- **Asia Sims** – Announced the Dorothy Gardner Bake Sale on February 27, 2019 at the Inkster Police Department beginning at 10:00 a.m. until supplies last.

City Clerk

- No Comments.

City Treasurer

- Announced the last day tax bills can be collected at the City of Inkster is February 28, 2019.

Mayor and Council

- **Councilwoman Watley** – Announced the Black History programs for the month of February.
- **Councilwoman Howard** – Stated she has been getting complaints about dumping at Wheatley Park. She asked about insurance for homeowners pipes.
- **Councilman Chisholm** – Stated he spoke to the top teens. He said he enjoyed the Black History celebrations.
- **Mayor Pro-Tem Williams** – Stated a resident off Beech Street still has a complaint. He stated that he received several calls from residents on Annapolis Circle regarding basement flooding with raw sewage. He invited everyone to shop Inkster.

- **Mayor Nolen** – Stated he enjoyed the Black History Middle Passage program. He stated he presented the State of the city and announced three new city ventures to take place. He stated the calendars would be going out in the mail along with his newsletter. He announced the lunch with the Mayor on February 21, 2019.

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 February 18, 2019 was adjourned at 7:42 p.m.

Felicia Rutledge, City Clerk
City of Inkster

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

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

Page: 1
02/15/2019
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	\$6,000.00
Municipal Legal Services	\$150.00
Labor	\$0.00
Litigation	\$18,313.38
Total Invoice for December, 2018	\$24,463.38

March 4, 2019

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. 8/06/20

Doris Horne

Exp. 08/06/20

Henry Wade

Exp. 08/06/20

Toni Bailey

Exp. 07/07/19

Vacant

Exp. 01/17/20

Gabe Henderson

Exp. 08/06/20

Jean Liddell

Exp. 08/06/20

Iris Long

Exp. 01/17/20

June Patter son

Exp. 01/17/20

Debra Owens

Exp. 05/21/20

Chuck Coleman

Exp. 08/20/20

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. 03/05/2019

Gina Triplett (Alternate)

Exp. 03/05/2019

Lenoria Warmack

Exp. 03/06/2019

Ned Sanders

Exp. 02/04/20

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey

Exp. 07/16/20

Kathleen Gibbs

Exp. 02/06/19

Gabe Henderson

Exp. 02/18/21

Avis Love

Exp. 11/6/19

George Williams

Exp. 11/6/19

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

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Vacant

Vacant

March 4, 2019

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
Hersey Bryant, (C)
Horace Wells

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

CABLE TELEVISION COMMISSION

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

3 Year Term

9 Members

Ordinances 593 and 609

Vacant

Troy Seaton Dist. 1

~~Leon Houston~~ Dist. 2

Vacant Dist. 3

Octavia Smith Dist. 4

Thelma Jean Overman Dist. 5

Connie R. Mitchell Dist. 6

Sandra Watley **Mayoral**

Steven Chisholm At-Large

Ex. Officio

Exp. 01/17/20

Exp. Served Notice; Returned

Exp.

Exp. 07/03/20

Exp. 02/06/20

Exp. 02/04/22

Exp. 01/03/20

Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden

Exp. 6/18/15

Vacant - (Employee Representative)

~~James White~~

Exp. 12/04/11

- (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

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

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

March 4, 2019

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Shirley Hankerson		Exp. 12/21
Yvette Brock		Exp. 12/21
Charles Rizzo		Exp. 12/21
Rebecca Daniels		Exp. 02/22
Tom Michelini		Exp. 04/19
– Building Inspector		

DOWNTOWN DEVELOPMENT AUTHORITY

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

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Connie R. Mitchell		Tenure
Martha Theis		Exp. 12/17/22
Angela Dodson		Exp. 02/19/22
Cynthia Adams (Secretary)		Exp. 12/17/22
Brittini Abiolu (Vice Chair)		Exp. 05/18/19
Peter Cimeot		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Val Ogbonaya		Exp. 07/20/19
Winston Wade		Exp. 07/17/21
Rerhi Onomake (Treasurer)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

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

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21
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
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Walter Bays (Elec. Cont.)
Andrew Hughes (Adm. Official)
Carlton Trouteaud (Rep. of Detroit Edison)

March 4, 2019

ELECTION COMMISSION

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

4 Year Term

Council Member (most votes)

City Attorney

Tenure

City Clerk

Tenure

Catherine Morris (Mayor and Council appointee)

12/20

LaGina Washington (Mayor and Council appointee)

12/22

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term

6 Members

State Law and Ordinance 99

Caroline Smith

Exp. 03/19

Mable Stroman

Exp. 3/22

Ellis Clifton

Exp. 3/19

DaSalla Scott

Exp. 9/20 (Resident Housing)

George Williams

Exp. 10/19

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term

7 Members

State Law and Ordinance 196

Theola Jones

Dist. 1

Exp. 02/06/19

Rhoda Littles

Dist. 2

Exp. 02/06/19

Ruth E. Williams

Dist. 3

Exp. 02/06/19

Vacant

Dist. 4

Vacant

Dist. 5

Jean Liddell

Dist. 6

Exp. 09/18/19

George Mitchell

Exp. 10/16/19

Gabe Henderson

Dist. ???

Exp. 08/20/20

LIBRARY BOARD

4 year term

Michael Wells

Exp. 2019

Akindele Akinyemi

Exp. 2019

DeAndrea 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

March 4, 2019

LOCAL OFFICERS COMPENSATION COMMISSION

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

7 Year Term

7 Members

State Law and Ordinance 409

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

PARKS AND RECREATION COMMISSION

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

2 Year Term

9 Members

Ordinances: 493 & 551

John White	Dist. 1	Exp. 03/20/19
Opal Nolen	Dist. 2	Exp. 11/6/19
Vacant	Dist. 3	Exp. 09/15/16
LaWanna Abney-Mitchell	Dist. 4	Exp. 02/19/20
James Richardson, Jr.	Dist. 5	Exp. 02/19/20
Connie R. Mitchell	Dist. 6	Exp. 09/05/19
Tonia Williams	Mayoral	Exp. 02/20/19
Shirley Hankerson	Mayoral	Exp. 05/01/19
Ned Sanders	Council	Exp. 07/07/19

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

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

PLANNING COMMISSION

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

3 Year Term

9 Members

State Law and Ordinance 33

Marcus Hendricks (Council appointee)	Exp. 12/18
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 10/18
Timothy Williams (Mayor Pro-Tem)	Exp. 7/19
Mack Willis	Exp. 2/20
James Garrett	Exp. 09/20
William Ratliff (Vice-Chair)	Exp. 04/19
Lynette Cain (Secretary)	Exp. 05/19
Steven Chisholm (Chair)	Exp. 04/19
Kim Faison	Exp. 01/21

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

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

2 Year Term

5 Members

Charter

Lorenzo A. Moner, Jr.	Mayoral	Exp. 12/17
Barry O'Bryan	Police Rep	

Fire Rep
City Council Rep Exp. 12/18
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 Welsio	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

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

Nankin Transit

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

Mayor Pro-Tem Timothy Williams	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

March 4, 2019

Mary Welslow (Treasurer)
Winnie Nwankwo
Akindele Akinyemi

Exp. 06/06/22
Exp. 05/18/21
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
Vacant Community	Tenure
Tonia C. Williams	Exp. 02/20/19
Vacant	Exp. 11/6/20

NOTES:

 Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: February 13, 2019

From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: February 18, 2019

ACTION REQUESTED: Consideration and approval to recommend Benesch to provide engineering services including engineering studies, water main designs, sewers and roads. The contract will begin in February 2019 and will be scheduled at the direction of the City of Inkster on a per project basis. This is a three year contract with the option to renew for 2 additional years.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # N/A

Mayor's Approval Byron H. Nolen

BACKGROUND INFORMATION

The City is seeking a consultant to provide engineering services including engineering studies, water main designs, sewers and roads. Contract set to begin January 2019. One firm will be selected and services will be scheduled at the direction of the City of Inkster on a per project basis. This is a three year contract with the option to renew for 2 additional years.

SCOPE OF SERVICES

One firm will be selected and services will be scheduled at the direction of the City of Inkster on a per project basis. The selected consultant shall possess successful experience in the areas such as road construction, MDEQ regulatory compliance assistance, etc. They should possess knowledge of the City of Inkster's Codes, ordinances, and engineering design standards.

JUSTIFICATION

The City of Inkster is seeking a consultant to provide engineering services including engineering studies, the design of water mains, sewers and roads, construction engineering and inspections. MDEQ regulatory compliance assistance.

PROJECT OR IMPROVEMENT TASK

1. Water mains
2. Hydraulic modeling
3. Roads
4. Grant assistance
5. Construction engineering
6. Contract administration services

COST

They will present cost defining hourly rates for all personnel and or service fee schedule.
Provide estimated direct expenses and itemization of services.

RESOLUTION

Finally, They will provide engineering for water mains, sewers and roads, construction engineering and inspection, contract administration services, this is a three year contract with the option to renew for 2 additional years.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Inkster!
Michigan

CITY OF INKSTER

AS-NEEDED PROFESSIONAL ENGINEERING SERVICES

October 1, 2018



Submitted by Alfred Benesch & Company



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

October 1, 2018

Mr. Jerome Bivins
DPS Director
City of Inkster
26215 Trowbridge Ave.
Inkster, MI 48141

Subject: **As-Needed Professional Engineering Services**

Dear Mr. Bivins:

Successful execution of the City of Inkster's As-Needed Professional Engineering Services contract will require the dedication of a responsive team with local proven experience. Alfred Benesch & Company (Benesch) has served you on this very as-needed contract since 2006. Our design and construction professionals bring a proven track record for outstanding service with a focus on innovative solutions and timely, on-budget delivery. We will continue to bring you the following benefits:

- ✓ **A Project Manager You Know and Trust:** Proposed Project Manager, Eric Tucker, PE, knows your staff from working on a variety of tasks within our current As-Needed Professional Engineering Services contract for the City. He knows what it takes to efficiently complete a project in Inkster with consideration to all stakeholders and will apply this knowledge to each project on this contract. Serving this community for over 12 years, he was there to help the City weather the financial storms by strategizing ways to improve infrastructure and operational efficiencies. Mr. Tucker remains committed to the growth and improved image of the City and will work to ensure each and every project is successful.
- ✓ **Proven Project Delivery Process:** Our project delivery process will be tailored to meet the needs of each individual project for the City. Several of our municipal clients in Southeast Michigan, including Inkster, Pontiac, Southfield, Redford and Royal Oak, have trusted this process which has yielded successful results on their similar municipal contracts.
- ✓ **Experienced and Dedicated Staff:** We bring a staff with a depth of experience completing investigative studies, designs and construction of several infrastructure projects throughout the state. We have worked side by side with City staff on several projects and are already familiar with the City's engineering design standards and code of ordinances, so there is no learning curve needed. Our team understands the challenges that Inkster faces and we pledge to partner with the City to overcome those challenges.
- ✓ **Value-Driven Solutions:** At Benesch we incorporate Value Engineering principles in the early stages of preliminary design on every project we tackle. By applying these principles, we will identify where we can save time and money as early as possible for each individual project assignment in order to identify the most optimal solution for the City of Inkster.
- ✓ **Additional Engineering Services:** In addition to the anticipated services listed in the RFP, Benesch offers leak detection surveys and water audits to monitor and control water loss. We also have licensed operators, such as S-1 and S-3 operators for water distribution systems and Class A and D operators for wastewater collection and treatment systems.

We are confident that we bring you a team that is more than qualified to deliver all services that may be involved on this contract for City of Inkster. Thank you for the opportunity to submit our qualifications to work alongside your staff once again. Please contact me with any questions.

Sincerely,

David Guastella, PE
Senior Vice President/Detroit Division Manager
dguastella@benesch.com

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SECTION 1 **WORK PLAN AND ORGANIZATION**

Alfred Benesch & Company (Benesch) has been providing engineering services to the City of Inkster for over 12 years. These services have included plan reviews, full contract documents, water system hydraulic studies and assisting the City in negotiations with GLWA for a new water contract. In the field, Benesch has provided leak detection services, as well as full construction engineering services. Our Project Manager, Eric Tucker, PE, has even stepped in to act for the DPS Director due to a personal emergency. During this time, he worked at the City and responded to all that was required of him.

Benesch prides ourselves in being a "one-stop" shop to support Inkster. We recognize that every project is unique. The following pages present how we approach a typical engineering assignment. This approach would be followed and modified as necessary to address the full needs of the City's work program requirements.

"The City of Pontiac has been working with Alfred Benesch and Company for a number of years now. They have successfully tackled everything we have thrown at them, from structural building problems to storm water to road design and inspection. Many times these projects have very tight time lines, which have always been met. In addition, they are not only engineers, but idea people, helping solve complicated problems with innovative ideas."

– John Balint, City of Pontiac

PROJECT DELIVERY PROCESS



The following is our **Project Delivery Process** on a task order contract such as this, modified to fit the Inkster project initiation as described in the RFQ. The process details how we anticipate coordinating with the City, regulatory authorities, property owners, contractors and obtaining permits to complete the work. Modifications of the process will be incorporated in the plan based on task assignment as we learn how the City staff wants to incorporate their modifications.

See the step-by-step process diagram on pages 8-9.

1

Task Order Initiation

For each project task or assignment, Benesch will develop and submit a task proposal detailing the proposed scope of work, schedule and budget for the City's review and acceptance. Once the scope, schedule and budget are approved by the City, it would then issue a task order. Mr. Tucker would then mobilize the task team members and attend a kick-off meeting with the City.

It is also noted that the City may have immediate needs due to an emergency. For a given emergency response task, Mr. Tucker will respond to the request from the City by immediately assigning a task manager and appropriate staff to assist at the scene, evaluate potential hazards, develop remedial design and work with the City and emergency responders to stabilize the situation.

As the situation becomes stabilized, Mr. Tucker will work with the City to develop a complete understanding of the project with a work plan for proceeding forward. This will be followed by development of a detailed task proposal with scope of work, budget and schedule, which will be provided to the City for review, comment and approval.

2

Field Investigation

The extent of the field investigation will be dependent on the particular task. Typical activities would include:

- Field observation visits
- Interview of engineering, DPW operations/maintenance staff
- Review of the City's documents and data
- Field measurements and other investigations
- Investigation of permit requirements with federal, state and local agencies

The Benesch Team will perform all necessary field investigations and present our findings to the City. If necessary, a workshop would also be held to discuss the results with the City's management team or other City departments and officials. Other stakeholders may also be invited as-needed.

We also recognize that during this phase an environmental survey, study or assessment may also be required.

A draft report would be developed summarizing our findings. The document would be finalized once the City's comments were incorporated. Progress meetings with the City would also be held at regular intervals to monitor and discuss the progress of the work.

3

Study/Basis of Design

The purpose of this phase of work is to identify and evaluate alternatives for equipment, systems and facilities. The work would also incorporate the findings from the field investigation. Typical activities would include:

- Identification of the City's operations, maintenance and engineering requirements
- Preliminary engineering
- Life-cycle cost analysis for each alternative

Based on the field investigation and our evaluation of alternatives, a draft report would be developed summarizing our findings. The report would also include cost estimates and an anticipated construction schedule. A comment resolution letter would be drafted to address the City's comments and a meeting would be held to go over these comments. The document would then be finalized once the City's comments were incorporated. Progress meetings with the City would also be held at regular intervals to monitor and discuss the progress of work.

4

Preliminary Design

During the preliminary design phase, Benesch will progress the recommended alternative from the Basis of Design Report. An initial step will include working with the City staff to understand and outline the following:

- The related process or facility functions
- Applicable constraints
- Required improvements, objectives, concerns and needs to satisfy the design

The Benesch Team will conform to all of the City's design standards and criteria. Furthermore, it is assumed that topographic or geotechnical survey would be required for the work, unless instructed otherwise by the City. We will meet with the City at regular intervals to coordinate and progress the work. The purpose of these meetings will be to allow the City to review the design as it is developed. Dependent on the type of task initiated, the items discussed could include:

- Site use and improvement considerations including foundations
- Alignment and layout of proposed infrastructure and utilities
- Identification of any potential
- Selection of materials, equipment and building systems
- Operations and maintenance of equipment and facilities
- Integration with the existing facilities and systems
- Permitting and environmental issues
- Architectural and other design issues

Benesch would prepare minutes of these meetings to document items discussed and any decisions made.

The 50% design level document would be prepared and submitted to the City during this phase of work. The submittal would include:

- Drawings
- Specifications including recommended customizations to the City's front-end specifications
- Construction cost estimate and schedule
- Other design data (calculations, equipment data sheets, procurement schedules, etc.)

Upon receipt of the City's comments, a comment resolution letter would be drafted to address the City's comments and a meeting would be held to go over these comments. The 50% document would then be finalized once the City's comments are incorporated.

5

Detailed and Final Design

This phase will progress the 50% design documents to final design documents. We will continue to meet with the City at the appropriate intervals to review significant design issues and all meetings will be documented with meeting minutes. We will describe the steps taken to address the City's requirements. We will resolve in writing all issues and note in writing the disposition of the City's comments and preferences.

Benesch will first develop pre-final (95% complete) documents for the City's review. The appropriate documents would also be submitted for review to other entities (e.g., MDEQ, MDOT, Wayne County, local building authorities, etc.) having jurisdiction. These documents would include:

- Drawings and specifications
- Detailed construction cost estimate and schedule
- Supporting documentation (calculations, sketches, life-cycle cost estimates, base-line reports, etc.)

Once the City and other jurisdictional agency comments are received, a comment resolution letter would be drafted to address the City's comments and a meeting would be held to go over these comments.

Final Design Documents (100% complete) would then be completed based on the comments from the City and other agencies as well as any other significant findings or information obtained after the pre-final comment resolution meeting. The final drawings and specifications will be stamped and sealed by a registered professional engineer in the State of Michigan. Other information submitted to the City for the final design documents would include the final construction cost estimate and schedule and any supporting documentation (calculations, sketches, life-cycle cost estimates, baseline reports, etc.). We will revise the Final Design Documents as appropriate to reflect new information and until the documents are approved in writing by the City and other entities having jurisdiction.

6 Preparation of Construction Bid Documents

This phase of the work includes the preparation of the construction bid documents. The Benesch Team would prepare the final design documents for bidding. The documents would include the stamped and sealed drawings and specifications and the engineer's estimate. The Division 0 document would also include a detailed estimate of liquidated damages, the advertisement, bid forms, supplementary conditions, the project calendar and any other customization that may be deemed appropriate by the City. The documents will be provided in electronic format for the City's procurement

7 Construction Contract Procurement

During this phase of work, Benesch will assist the City in awarding the contract. This assistance would include:

- Scheduling and conducting site tours and pre-bid meetings
- Preparing pre-bid meeting minutes
- Responding to requests for clarifications
- Preparing addenda and bulletins (if required)
- Evaluation of construction bids and recommendation for awards

The Benesch Team would also provide assistance to the City in responding to bid protests, should they occur.

8 Construction Phase Services

Under this phase of the work, Benesch would provide the required personnel to complete all of the tasks outlined in the RFP. The tasks are summarized in the Work Plan Flow Chart on the following page as:

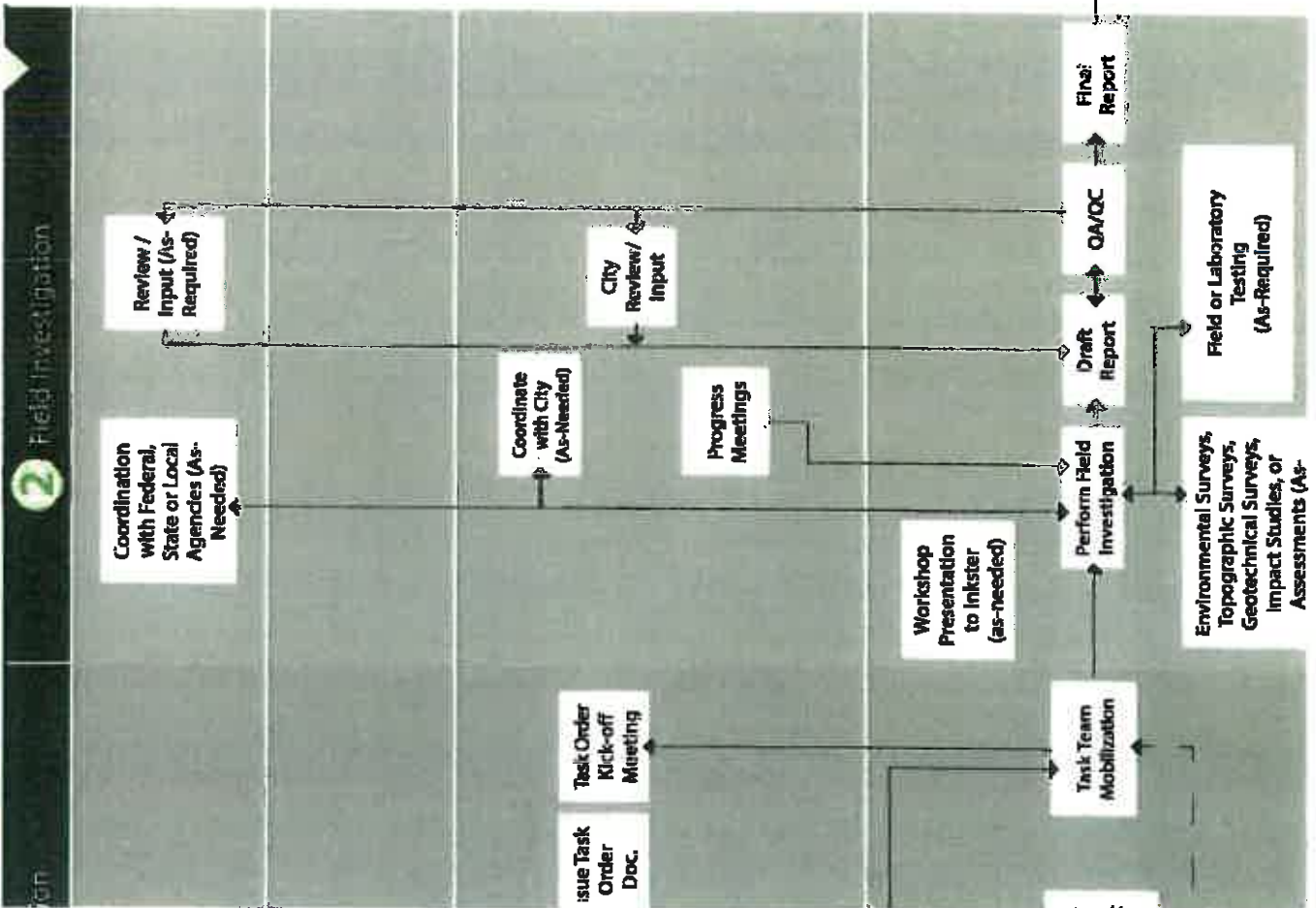
- **Construction Administration:** Meetings, interfacing and coordination with the City's staff and the contractor, project correspondence, documentation and reporting, document control, quality control, cost estimating, schedule review, change order assistance, review of technical submittals, witnessing factory and site acceptance testing, evaluation of equipment and material substitution, and commissioning.
- **Construction Engineering & Inspection:** Quality assurance through construction field observations, non-conformance reporting, resident project representation and processing of contractor's payment request.
- **O&M Manuals:** Review and/or preparation of operation and maintenance manuals, if required.
- **Training:** Training assistance, if required.
- **Close Out/As-Built:** Project close-out, punch list preparation, administration and review of record (as-built) documents.

All of the contractor's submittals will be reviewed by a registered professional engineer to ensure conformance with the construction documents.

The following pages include our Work Plan Flow Chart, which will be modified to meet the needs of every assignment issued under this contract.

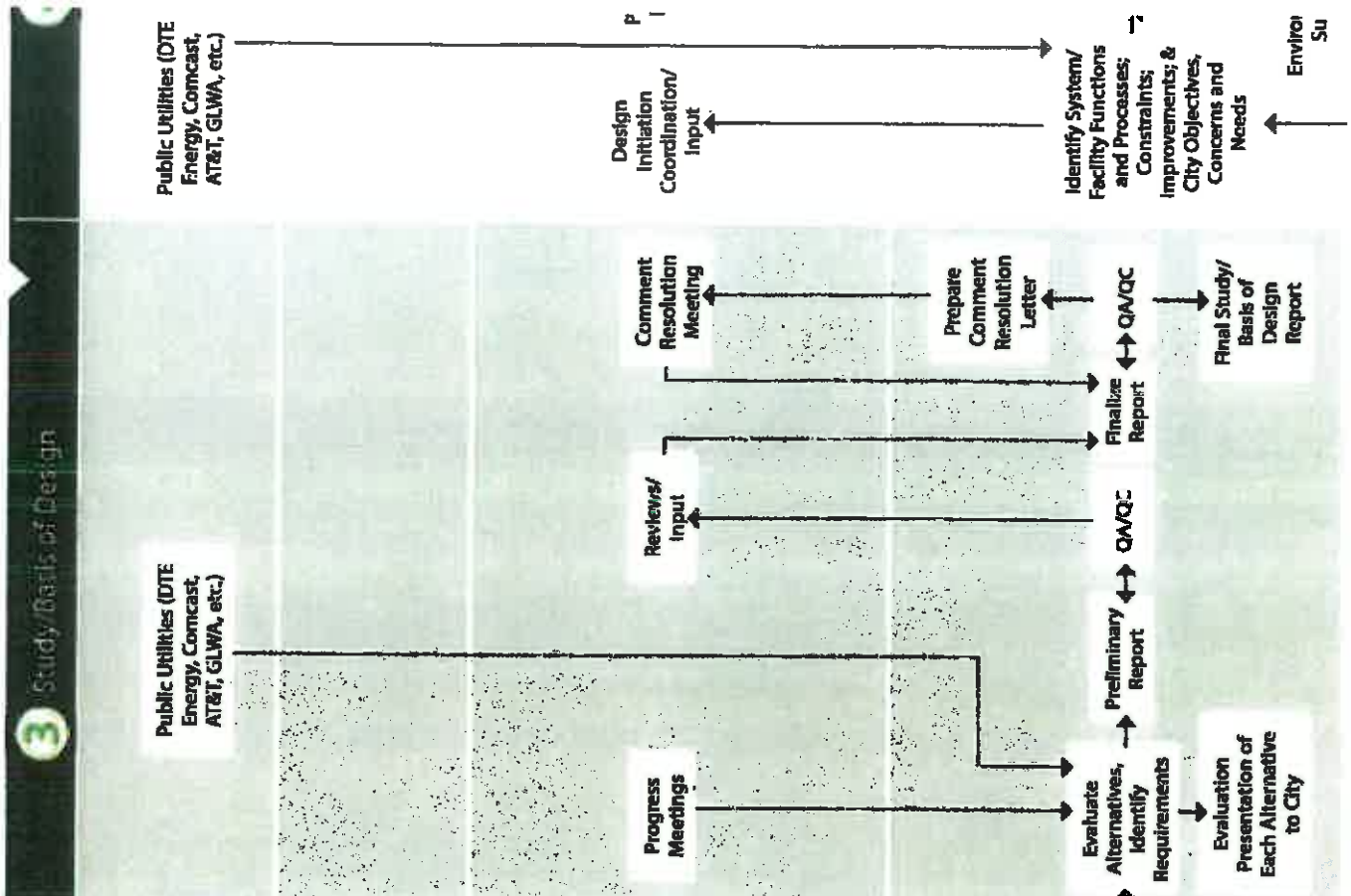
using project delivery process as necessary
provide efficient project to the City

topographic and geotechnical surveys, field data,
environmental investigations and inspection, reporting
Deliverables - Investigation report; environmental
survey and environmental impact study in the specified
formats.



Study/Basis of Design Report (if necessary) - Design alternatives evaluation;
operations, maintenance and engineering requirements; engineering calculations,
life cycle cost analysis; reporting.
Deliverables - Preliminary study/basis of design report, comment resolution letter &
final study/basis of design report in the specific formats.

Preliminary Design - Identify
needs, environmental
calculations; construction
or environmental survey.
Deliverables - Preliminary



bid construction documents
minutes of design and

for the project are liquefied, converted to, bid items, supplementary conditions, project calendar.
Deliverables: Pre final documents and revised versions of the final design documents including calculations, cost estimates, supporting data, etc.) and minutes of design and comment resolution meetings in the specified formats.

Final Design

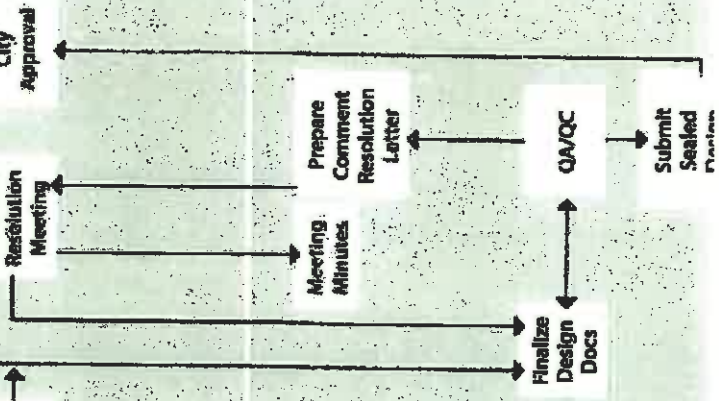
6

Preparation of Construction Bid Documents

Permitting Agencies - IDEQ, Wayne County, GLWA, etc. (As Needed)

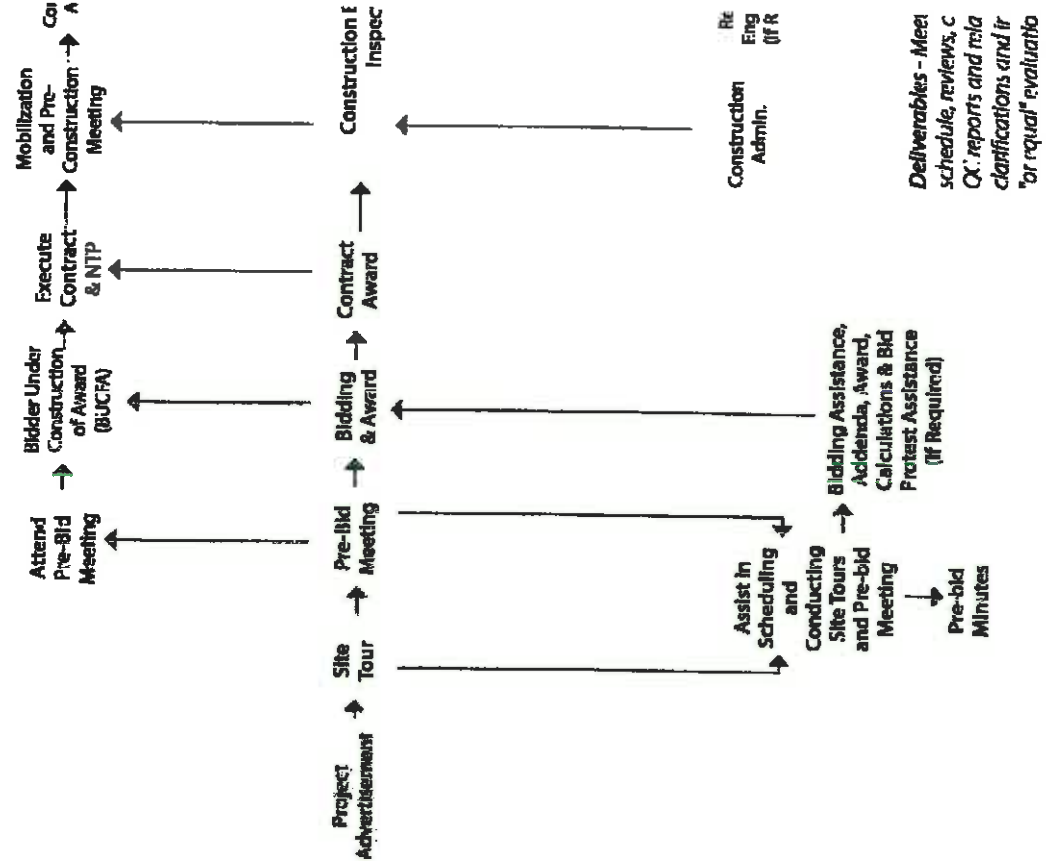
P44

City Review/ Input



7

Construction Contract Procurement



8

Construction Contract Procurement

information and clarification, evaluation of bids, recommendation on award and assistance with bid protests.
Deliverables - Pre-bid meeting minutes, responses to requests for clarifications, issued bulletins, construction bid evaluations, and bid protest evaluations, if needed in the specified formats.

cost estimating, QA assistance, review of submittals, review of clarifications, review

Deliverables - Meeting schedule, reviews, construction reports and clarifications and if "or equal" evaluation

WORK PLAN AND ORGANIZATION

In addition to our project delivery process, we recognize that the following are key to the success of any project implemented for the City of Inkster:

Communication and Coordination

Upon getting a proposed assignment, Mr. Tucker will identify potential project stakeholders, both internal to the City and external and engage with them throughout the planning, design and construction phases of the project. His responsibilities in this area will include, but will not be limited to:

- Scope the project during the planning or preliminary design phase
- Prepare applications for grants available for the project
- Research the perceived level of public concern so that we may develop a public engagement plan that is appropriate for the project.

Each development step will be supported by our full team if any additional resources are needed.

Mr. Tucker will determine the project team and roles needed for Inkster's approval. In general, the lead discipline manager listed in our organizational chart will develop the task proposal for the majority of the services, including roadway, water mains, sewers and pump stations, hydraulic modeling, etc. Our project plans and specifications will be formatted for the City's procurement process.

We understand how to build trust by proactively communicating the project goals and collecting jurisdictional information will allow us to coordinate with other City service areas, local agencies, private utility companies and members of the public. This will help us prepare applications to acquire required permits.

Project Management and Scheduling

As Project Manager, Mr. Tucker will be charged with the overall responsibility of the project and subsequent task assignments. He will also implement the project delivery process for each requested task assignment, including: studies; investigations; evaluations; testing; design reports; detailed design; easement/right-of-way acquisitions; construction bid documents; and

Benesch brings the City of Inkster expertise in delivering similar as-needed contracts for other local Southeast Michigan municipalities, shown below. We will leverage this expertise to provide you with efficient project management services.



Municipality	Years of Service
City of Inkster	12 years
Royal Oak Township	23 years
Redford Charter Township.	14 years
City of Pontiac	11 years
City of Southfield	8 years
City of Ann Arbor	3 years



"Over the last 12 years, Benesch has provided professional engineering services to the City of Inkster, so we understand the history and the challenges. We are committed to the community, and the process of improving the image and growth of Inkster through improving the City's Infrastructure."
— Project Manager, Eric Tucker, PE

construction engineering and inspection services. In addition, he will coordinate and schedule Benesch Team activities and subconsultants, provide assistance in quality control of the project deliverables and monitor the project schedule and budget to ensure timely and successful completion of the project tasks. Mr. Tucker will attend progress meetings with City staff, prepare and update schedules and management reporting documents on a regular basis. He will be the City's main point of contact for the duration of this contract.

Public Engagement

We will use every opportunity to convey the project goals to the stakeholders. This includes our organization of town hall meetings with the public, pre-bid meetings with the contractors and preparation of addenda to bid documents.

Some public engagement is required on every project. Our project manager will be available to supply and present information.

The level of public engagement will be discussed with appropriate City stakeholders and our project team at the project development period of the project. We will recommend the level of public engagement and work with the City staff to implement the approved plan.

Acting as Client Representative

We understand that consistency in project delivery is very important to the City. Therefore, we strive to have designated construction staff working on City projects. Benesch construction staff have worked closely with the City of Inkster's DPS staff and most of the City's other consultants. This rapport, combined with our construction expertise in all areas of municipal services, such as roadways, water mains and sewers makes Benesch an ideal Client Representative.



CASE STUDY CITY OF INKSTER



Annapolis Road Reconstruction

Benesch conducted a Pavement Surface Evaluation and Rating (PASER) study for the roads in the City of Inkster. The study identified several roads in need of repair. Specifically the one-mile segment of Annapolis Road between Middlebelt Rd. and Inkster Rd. was one of the worst conditions and required both rehabilitation and reconstruction. Because Annapolis Rd. is a boundary street with the neighboring community of Westland, communication and coordination were paramount.

With Inkster's approval, Benesch acted as client representative throughout the entire project. After completing the preliminary and detailed design, Benesch also conducted Town Hall Meetings to prepare the stakeholders, residents and businesses for the construction. Benesch prepared and distributed notices of construction to area residents affected by the construction. During construction, Benesch served as client representative with the contractor, providing construction engineering and construction inspection services. Benesch worked diligently on behalf of the City to resolve utility conflicts with DTE Energy. Benesch also coordinated traffic maintenance and detours with police, fire, postal service, garbage removal and the school district providing bus service to ensure operations continued smoothly during construction. For this project and others, Benesch has truly served as an extension of the City of Inkster and particularly the Department of Public Services.

Original Contract: \$1,123,757.24

Change Orders: \$22,161.79

Total Price: \$1,145,919.03

Change Order 2% lower than the Industry Average of 10 – 15%

Regulatory Agency Interaction

One of the strengths that Benesch brings to the table is our knowledge of the stakeholders, their respective regulatory requirements and our ability to effectively navigate through them. Outside of the local owner, the stakeholders often include federal, state, county and local regulatory agencies who have jurisdiction over the project, or are impacted by the execution or installation of the project.

We understand that coordination with regulatory agencies such as EPA, MDEQ, Wayne County and MDOT may be required on your projects. Communicating and gaining approvals in a timely fashion from any of these parties can prevent roadblocks in the project. Therefore, at the onset of project planning, Benesch will dissect the proposed scope of work to identify all stakeholders involved. Benesch then proactively engages the regulatory agencies in order to get their buy-in, thus creating a proactive partnership.

We understand the storied history between Inkster and MDEQ in relation to the sewer system deficiencies, which causes sanitary sewer overflows and basement flooding. Not only do we know the problem, we know what is needed for a solution. Benesch is currently working on both the short-term and long-term solution for the City.

CASE STUDY CITY OF INKSTER

Yale and Meadowdale Access Manholes

In October 2017, the Department of Public Services (DPS) was contacted by the Wayne County Parks and Recreation Department and the Michigan Department of Environmental Quality (MDEQ) reporting a milky white contaminant discharging to the Rouge River from the 84-inch storm sewer outfall in Inkster. Inkster immediately contacted Benesch to help investigate. Benesch worked closely with Inkster DPS to trace the source of contamination. We discovered an accumulation of a significant debris in the existing 30-inch combined sewer at intersection of Yale Street and Meadowdale Avenue. The accumulated debris created a blockage causing the flow in the sanitary sewer to overflow into the 84-inch storm sewer and ultimately discharging into the Lower Rouge River through the uncontrolled CSO Structure No. 010. The discharge point from 30-inch sewer to the 84-inch storm sewer is a relief point during wet weather events to avoid sewer back-ups and hence prevent basement flooding in the area. The City DPS crew has not been able to clean the 30-inch sewer due to limited access and equipment capability of City's vacator/jetter trucks, which have approximately 300-400 feet of retractable hose for sewer cleaning.

To remedy the problem, Benesch first met with the regulators and stakeholders (MDEQ, Wayne County, neighboring community Dearborn Heights). Then developed a two-phase solution and prepared official response to address MDEQ Notice of Violation. Next we designed and prepared contract documents for the city to secure a contractor to implement the short term solution – six new access manholes on the sewer. Then finally developed a long term solution – hydraulic modeling of sewer system for planned sewer separation improvements.

Grant Funding

With many competing needs, limited budgets can make it challenging for communities to fund necessary improvements. That's where Benesch can help. Our team specializes in helping municipalities stretch their available dollars and develop creative funding strategies that combine and maximize potential available dollars. We have successfully helped communities to secure the following funds:

- | | | |
|--------|---------|---------|
| ✓ SRF | ✓ FDCVT | ✓ SAW |
| ✓ DWRP | ✓ FEMA | ✓ TIGER |

Most recently, Benesch applied for grant funding with MDOT's TAMC to aid in next year's PASER study of the City's roadways.

Working with the City, we will make a "Go-No Go" decision on each grant production effort. Some grants may be too restrictive or require too much local match funding and have unreasonable deadlines for production and submittal. Therefore, Benesch will provide this information up-front so that an educated decision can be made as to whether to pursue a particular grant.

Other grant-related services we can provide to the City include:

Grant Definition Workshops – We can work with the community and nonprofit staff to analyze available grants; define the fund matching requirements (if any); define the grant reporting needs; and develop a grant proposal production schedule.

Grant Proposal Development – We can outline the work scope for the proposal; establishing the budgets and schedules for the proposed work; identify and document any partners required for a successful project; develop the draft grant work proposal for internal review; and (if required) submit the grant proposal via any state or federal web environments.

Grant Project Work Plans Benesch has provided grant work startup services developing CPM schedules, budget breakdowns, work activities and staffing plans. In addition, we have supported communities and non-

profits in the review and selection of consultants and contractors (if necessary) to expedite the grant related work efforts.

Reporting – This step is provided as the grant work effort is underway and at the end of the grant project.

In addition to the City of Inkster, Benesch has provided grant assistance for the following local communities:

✓ Pontiac	✓ City of Detroit	✓ Downriver
✓ Redford	Recreation	Linked
✓ Ecorse	✓ Friends of the	Greenways
✓ River Rouge	Detroit River	Initiative
✓ Taylor	✓ Friends of Belle	✓ Capuchin
✓ Woodhaven	Isle Aquarium	Soup Kitchen
✓ Oakland County	✓ Belle Isle	– Earthworks
✓ Wayne County	Conservancy	Urban Farm

CASE STUDY CITY OF INKSTER



FEMA Grant for Sewer Rehabilitation

After severe storms and heavy rains caused significant damage to the City of Inkster's sewer infrastructure, Benesch helped the City apply for a Federal Emergency Management Agency (FEMA) public assistance grant. The City received a FEMA public assistance grant to provide funding, up to 75% of the total cost, to restore damaged facilities to their pre-disaster conditions or to a condition sufficient to perform their pre-disaster functions. The City identified four locations within its sewerage collection system that had collapsed or otherwise failed due to excess flow and pressure during heavy rain events.

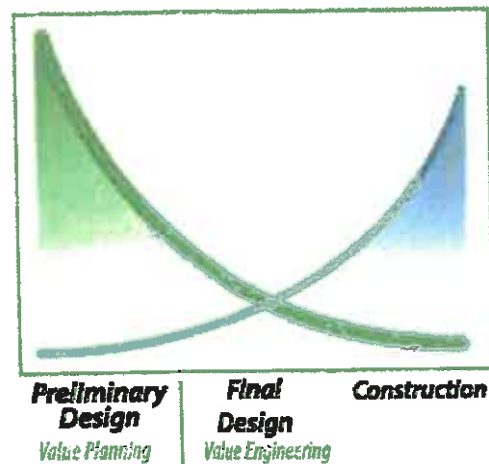
Benesch was then contracted by the City of Inkster to assess the condition and extent of sewer damage, develop a preliminary estimate of probable construction cost for representatives from FEMA and the Inkster Department of Public Service, design the appropriate sewer repairs and also perform construction engineering and inspection, and provided final record documentation to the City of Inkster and FEMA for grant review and approval.

Value Engineering

Benesch regularly provides Value Engineering (VE) services to identify cost or time-saving solutions for infrastructure design or construction challenges. Our staff includes many VE module-trained engineers, as well as several Value Methodology Associates (VMA) and three Certified Value Specialists (CVS).

When applied to a project in the initial stages of design, the technique is called Value Planning; and when applied to the completed stages of a project, the technique is called Value Engineering. Value Engineering is an essential design discipline that identifies what a project provides and what it actually needs. Key elements of Value Engineering include:

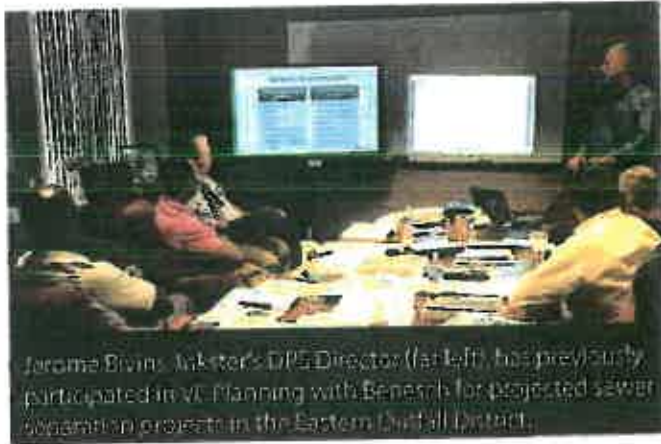
- The identification of users, owners and stakeholders and their needs, desires and constraints
- The development of project functions based on the constraints, needs and desires
- The analysis of the functions and consideration of function cost
- The identification of value and mismatches
- The development of creative ideas and creation of alternatives
- The measurement of alternatives against performance, acceptance and cost
- The development of leading alternatives with recommendations and support documentation



Early implementation VE ensures a higher benefit to your project at a lower cost to implement design changes.

Benesch is able to implement VE processes on any project, at any time, per the City of Inkster's request and approval. Should any sort of VE process be utilized, City staff

would be encouraged to participate in the process. *Our experience has taught us that when the client participates in the VE planning, the process is much more meaningful and the validation of recommendations are streamlined.*



Jerome Bivins, Inkster's DPS Director (far left), has previously participated in VE Planning with Benesch for projected sewer separation projects in the Eastern District District.

CITY OF INKSTER TESTIMONIAL



"Benesch is an integral part of the City of Inkster. We rely on them heavily for their engineering expertise, site plan reviews and helping us stay in compliance with MDEQ. They do their part to keep us out of trouble."
- Jerome Bivins, DPS Director, City of Inkster

In addition, we utilize the following tools to ensure thorough and efficient management of your projects:

Project Quality Management Plan

Our unique approach to project management includes our Project Delivery Process and our Project Quality Management Plan (PQMP).

The project manager and program manager will begin each project with the creation of a customized in-house Project Quality Management Plan (PQMP).

The PQMP is an online planning and tracking system that helps to ensure consistency and compliance from preliminary design through construction. The project manager will input the right level of technical expertise overseeing each milestone to customize the PQMP and enable the system to identify critical elements and minimize potential project issues. Each element of the Inkster services, as identified in the RFP, can be incorporated into our process.

3WH Tracker

Checking in - Who, What, When and How (3WH):

The PQMP creator automatically creates a tracking database called the 3WH Tracker (who-what-when how). The 3WH checker includes the required QC tasks that need to be completed before a deliverable is allowed to be sent to the client. The QC checker needs to e-sign the task and then the QA reviewer needs to sign off that they have personally confirmed that this work has been completed and documented. Our Corporate Director of Quality Management monitors this database and checks to ensure that all projects comply with this policy.

We believe strongly in quality at Benesch and we also believe that checking needs to happen at the right time, with the right level of technical person and to the right level of detail for that particular milestone. Data entry into computer models needs to be confirmed at an early stage to ensure that there is not a "garbage in/garbage out" syndrome. Output from models needs a senior "horse sense" order of magnitude check to make sure that the results make sense, as well as a peer review of the modeler to ensure the output is correct. This system helps us to identify those critical elements on a project that could result in incorrect conclusions, inconsistent design, missed quantities, etc.

The PQMP and 3WH Tracker are our "behind the scenes" processes that Benesch uses to ensure that high quality projects are delivered to the City. While these processes are unseen by the client, they are very important to the production of quality contract documents. On past projects in the City of Inkster, Benesch's designs have resulted in minimal change orders ranging between 2-8% of the original construction cost. This is substantially less than the industry average of 10-15% for construction change orders.

WHY THE BENESCH TEAM?

ON-CALL CONSULTING TESTIMONIALS

"SOCWA wishes to express its sincere appreciation in working with Benesch Engineering. Our experience in working with Benesch on the complex Greenfield Road replacement project between 8 and 9 Mile roads in the City of Southfield was accomplished by the expertise and professionalism of Benesch. This project was an extremely fast track project encompassing many private and municipal entities. I firmly believe Eric Tucker and his skilled team had a positive influence on the project. We in the municipal arena can appreciate the dialogue between contractor and effected parties. Benesch was an excellent advisor, facilitator and engineer. They offered solutions with their knowledge and made decision making process of myself a whole lot less stressful. I personally recommend Benesch for any up and coming projects."
 – Bob Jackovich, Operations Manager, SOCWA

"As a smaller community I always appreciated the services that Benesch provided us. We were always treated by Benesch as if we were the most important client they had."
 – John Cubba, former Charter Township of Redford Finance Director

STRENGTHS WE BRING TO THE CITY



DEDICATED PROJECT MANAGER & STAFF

At Benesch, we believe our greatest strength comes from functioning as an extension of your staff. Our team also understand the impact that construction projects can have on your city. Therefore, our Client Manager, Eric Tucker, PE, will be fully committed to responding to the City, providing a direct line of communication at all time.



PROVEN CITY OF INKSTER PERFORMERS

We have served the City of Inkster over the years, including through the Great Recession - and through the transition of the emergency financial manager and back to local control. Selecting Benesch means a streamlined transition into this new contract with no learning curve, as our proven performers will be ready to serve you again and handle the forthcoming regulatory requirements of MDEQ.



PROVEN PROJECT APPROACH

The Benesch Team has served numerous local agencies across Michigan, including the cities of Inkster, Pontiac, Ann Arbor, Detroit, Grosse Pointe, Southfield, Westland, Ecorse, Hamtramck, Redford Township, Royal Oak Township and Wayne County. We understand how to communicate, coordinate and deliver projects at the local level and to the City's standards.



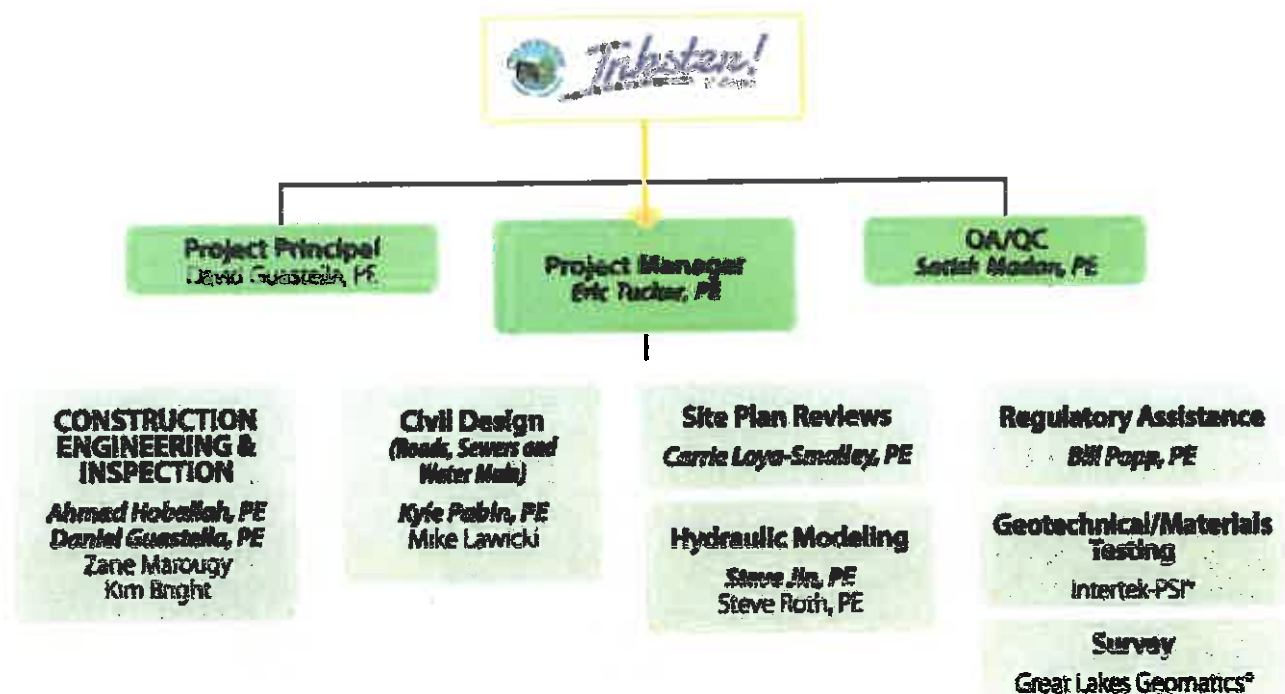
VALUE-DRIVEN SOLUTIONS

Benesch is a leader in Value Engineering research and analysis. We have spent decades developing our value planning process that takes a holistic and systematic approach to alternative analysis design.

SECTION 2 STAFF EXPERIENCE

ORGANIZATIONAL CHART

All members of the Benesch Team were chosen for this contract because of their past experience with the City of Inkster and their expertise was an ideal match to the needs of your contract. ***Mr. Tucker's proven experience in Inkster means he will be a reliable, effective and incredibly resourceful point of contact for the City and leader for our team.*** Our staff hold the necessary certifications, have completed industry-specific technical training and bring you the needed hands-on experience required to manage these types of projects while providing responsive service.



LEGEND

* As-needed staff

Bold Italics indicate key staff. Resumes for all key staff can be found starting on the following page.

LOCAL AREA & CONTRACTOR BASE

Benesch has been providing municipal engineering services for communities in the Southeast Michigan for over 30 years. That's three decades of experience working and developing positive professional relationships with local community leaders, regulatory agencies and area contractors and consultants, many of which work in Inkster. For us, these relationships have proven a key to success in challenging projects.

Please see the following pages for our team's specific knowledge related to this contract

Eric Tucker, PE Project Manager

Education

BS, Civil Engineering, Wayne State University

MS, Civil Engineering, Wayne State University

Years of Experience: 25

Registrations and Certifications

Professional Engineer: MI, DC, MD

Mr. Tucker has more than 25 years of practical engineering experience in a variety of civil engineering and construction projects. He has extensive experience in conducting engineering studies, design and construction supervision for municipal engineering projects (roads, water mains, sewers). Mr. Tucker specializes in program management, project management, and construction management services for capital improvement projects where he has been responsible for contract administration, resident/construction engineering and inspection on a variety of rehabilitation and new local agency projects (LAP). Additionally, Mr. Tucker has expertise providing regulatory assistance to MDEQ, in QA/QC testing of construction materials, inspection, and the wastewater treatment process.

City of Inkster - As-Needed Engineering Services

Project Manager/Public Engagement: Mr. Tucker's responsibilities included identification, scope development, implementation and management of multiple project tasks based on the needs and request of the Department of Public Services, City Treasurer/City Manager, and the Planning Department. The tasks included road design, sewer design, hydraulic modeling, MDEQ reporting and regulatory assistance for MS-4 and NPDES Permits, leak detection surveys, water audits, conversion to monthly billing system, and site plan reviews for various developers. In addition, he was responsible for all public engagement and communication with all project stakeholders. Mr. Tucker works directly with the public and elected officials by presenting at City Council Meetings and Town Hall meetings. During construction, he was responsible for contractor interactions and written and verbal communications with residents and businesses to notify of and coordinate detours, as well as address concerns of the public related to the project.

City of Southfield - As-Needed Engineering Services

Project Manager: Mr. Tucker's responsibilities included identification, scope development, implementation and management of multiple project tasks based on the needs of the Department of Public Works, and Engineering and the Building Departments. The tasks included low water pressure investigations, hydraulic modeling, meter pit design, water main and roadway design, construction engineering and construction inspections. Mr. Tucker served as client representative for oversight for DPW garage facility improvements, and the demolition of an 18-story hotel and subsequent site restoration. In addition, he was responsible for engaging all project stakeholders, including: city departments, regulatory agencies (MDEQ, MDOT, RCOC, OCWRC), public safety, residential and business communities. Mr. Tucker works directly with the public and elected officials by presenting at City Council Meetings and Town Hall meetings. During construction, he was responsible for written and verbal communications with residents and businesses to notify of and coordinate detours, as well as address concerns of the public related to the project.

City of Westland - Newburgh Road Rehabilitation

Assistant Project Engineer: The work included one mile of HMA cold milling and resurfacing, concrete pavement repairs, sidewalk ADA ramps, signing and pavement markings on Newburgh Road from Palmer Road to Cherry Hill Road in the City of Westland, MI. Mr. Tucker's responsibilities included scheduling and coordinating construction inspectors, reviewing inspector's daily reports, monitoring project progress, and tracking the overall budget.

City of Westland - Cherry Hill Road Reconstruction

Assistant Project Engineer: The work included 0.25 mile of concrete road repairs, HMA cold milling and resurfacing, drainage, sidewalk and ADA ramps, signing and pavement

markings and new traffic signal on Cherry Hill Road from west of Newburgh Road to Newburgh Road in the City of Westland, MI. Mr. Tucker's responsibilities included scheduling and coordinating construction inspectors, reviewing inspector's daily reports, monitoring project progress, and tracking the overall budget.

City of Detroit - CS-1490; Task No. 1 Water Main Replacement and Improvements

Project Manager: Mr. Tucker's responsibilities included planning, coordination, and design of transmission water main throughout streets in the City of Detroit. The project included design of 18,000 lineal feet of 24" water main and maintenance of traffic control plans. In addition to the water main design, assistance was provided to procure of permits to work within the right-of-ways.

Program Management of Wastewater Treatment Plant Rehabilitation and Upgrade (PC-744)

Resident Engineer: Benesch was the Lead Construction Management Team on 10 of 45 Capital Improvement Projects with cost ranging from \$2.8 to \$17 million for design and construction. Mr. Tucker's responsibilities included construction contract administration. Major projects included to: Complex I and II Incinerator Burner Train Improvements, (DWP-1003); Aeration Deck Conversion and Improvements, (DWP-1005); Modify Pumping Station No. 2 Grit Cranes, (DWP-1006); Pumping Station No. 1 Rehabilitation, (DWP-1007); Secondary Water System Rehabilitation, (DWP-1033); and Plant-wide HVAC Electrical and Mechanical Upgrades, (DWP-1036).

DWWTP - Biosolids Disposal Alternative Evaluation (CS-1432A – Task 017)

Project Engineer: Mr. Tucker's responsibilities included assistance with the development of handling and disposal alternatives for future biosolids production from the Detroit Wastewater Treatment Plant. Developed solids production projection and the liquid/solids stream schematic layout for use in conceptual digester alternatives (partial and full digestion) and evaluated based on cost, performance, constructability, and implementation factors. Developed conceptual plans for biosolids surge facilities to handle peak solids during periods when solids offloading is not possible.

DWSD - Upper Rouge Tunnel CSO Control Project (CS-1431)

Project Engineer: Mr. Tucker's responsibilities included civil/site design and quantity take offs for near surface facilities, specifically three consolidation sewers (24" – 60" in diameter) and one 72" force main dewatering sewer totaling 6,800 lineal feet of sewers to be constructed using both trenchless (bore and jack) and open cut methods.

DWSD - Greater Detroit Regional Sewer System (GDRSS) (CS-1410)

Project Engineer: Mr. Tucker's responsibilities included reviewing and analyzing in-system flow data within the Metro Detroit sewer system. The recorded data is downloaded from multiple remote locations and then analyzed for continuity and inaccuracies, as this information is later used in the billing process.

Mr. Madan has 36 years of experience in a variety of civil/site and structural engineering projects which include study, design and construction supervision of municipal water and wastewater facilities, combined sewer collection systems, underground structures including storm water pumping station, diversion structures, potable water reservoirs, hydraulic structures and retaining structures.

City of Inkster As-Needed Engineering Services

Assistant Project Manager: Responsibilities included project management, scope of work development, and QA/QC reviews for several engineering task assignments. The assignments include investigative studies, design, and construction engineering and inspection related to the City of Inkster's sewer system. The three major tasks focus on improvements to the sanitary and combined sewer system in order to bring the City of Inkster into compliance with Michigan Department of Environmental Quality (MDEQ) regulatory requirements: Andover Pump Station Investigation; Yale and Meadowdale Access Manholes; and Middlebelt CSO Facility Dewatering Sewer Replacement. These projects were schedule-critical, and required close coordination with regulatory agencies such as MDEQ, Wayne County, the City's DPS staff and other consultants.

DWSD - General Engineering Services (CS-1432A)

Project Manager: Benesch's responsibilities included management of multiple tasks, contract administration, preparation of Task Proposals, assignment of work to the sub-consultant team members. Responsible for the management of several tasks with professional fee varying from under \$10,000 to over \$2 million. These tasks are at various stages of their completion. Technical Responsibilities included QA/QC reviews for the civil/site, architectural and structural portions of the work under various tasks of this project. Major tasks included: Task 025 – Rack and Grit Building Rehabilitation at WWTP to add new pile supported off load facility, provide design for the structural support system for the conveyors and concrete repair/restoration of screening and influent channels and rehabilitation to the existing sampling station building; Task 015 – Rehabilitation of Pipe Gallery for the Rectangular Primary Clarifiers. Major work elements included replacement of process and utility piping and equipment, concrete restoration of the pipe gallery, and six access buildings to the pipe gallery, replacement of stairway, handrails, door and windows, resloping of the gallery floor for positive drainage; and Task 020 – Plant Wide Repavement of Roads. Major work elements included stabilization of the subgrade and replacement of critical roads throughout the plant with minimal to no impact to the operation of the plant.

Wayne County - Northeast Sewage Disposal System Priority 1A Improvements

QA/QC Reviewer: Responsibilities included QA/QC reviews of Architectural/Structural portions of the work for the Marter Road Booster Pump Station, Kerby Road Pump Station and Harper Woods Connection and Flow Control Improvements. The structural design consisted of addition of new intermediate reinforced concrete servicing platform, strengthening of existing structures to support the changed loadings conditions due to new equipment loads, and new roof framing to facilitate the future maintenance needs of the pump station. The architectural design addressed improvement to the building envelope including new doors and windows and brick veneer repairs. The design also included replacement of the building roof at the MRBPS to provide large roof openings for equipment access.

Education

MS, Structural Engineering, Thapar Institute of Engineering and Technology, Patiala, India

BS, Civil Engineering, Punjab University, Chandigarh, India

Years of Experience: 36

Registrations and Certifications

Professional Engineer: MI

Professional Affiliations

Member Water Environmental Federation

Member American Concrete Institute

Mr. Pabin possesses nearly two decades of civil engineering experience where he has been responsible for civil/site including paving, grading and utility design, calibration of hydraulic models, dye testing, and collection of wastewater samples, management and scheduling of field activities. He specializes in design of utilities, specifically water main and sewers. Mr. Pabin has been involved in the civil/site, drainage and demolitions design activities and provided construction assistance for the airport authority (WCAA). He has also provided construction inspection services related to construction of ADA Ramps in the City of Detroit and building demolitions at Detroit Metropolitan Wayne County Airport (DTW).

City of Inkster As-Needed Engineering Services

Project Engineer: Responsibilities included civil/site design, construction engineering and contract administration for several engineering task assignments, specifically the City of Inkster's infrastructure. The major tasks include: construction engineering and oversight for two roadway projects, Annapolis Road Reconstruction and Arcola Road and Drainage Improvements; sewer design and construction oversight for three sewer projects, 4040 Middlebelt Emergency Sewer Repair, the Middlebelt CSO Facility Dewatering Sewer Replacement, and the Yale and Meadowdale Access Manholes. Other duties included fast-track procurement assignments, and coordination with regulatory agencies such as MDEQ, Wayne County, the City's DPS staff and survey and geotechnical engineering consultants.

City of Detroit - Greektown Streetscape Enhancement

Civil Engineer: Performed site design for the City of Detroit Greektown Streetscape Enhancement project. Responsible for field investigation, design of new sidewalks, street drainage, ADA curb ramps, and roadway resurfacing. Also responsible for coordinating subconsultant work, communication and approval with Michigan Department of Transportation (MDOT) and construction support.

Wayne State University - Anthony Wayne Drive Enhancement

Civil Engineer: Benesch was retained by Wayne State University (WSU) to provide road improvement design services for Anthony Wayne Drive between Kirby Avenue and Warren Avenue in the City of Detroit, Michigan. Anthony Wayne Drive has a 164 feet right-of-way. It has eight lanes of roadway with two multi-purpose lanes. Benesch provided design and the preparation of construction drawings for the 0.33 mile road enhancement project. As the prime consultant for this project, Benesch performed the design work which included project management and all of the road improvement related activities and conducted a field investigation. The project was funded by Michigan Department of Transportation (MDOT). It was a fast track project with a very aggressive schedule during both the design and construction phase implemented to improve the safety of the pedestrian traffic along the Avenue.

St. Mary Mercy Hospital, Livonia - New Building and Parking Lot Additions

Civil/Site Engineer: Benesch was retained by Hobbs & Black Associates, Inc. to provide civil/site engineering design services for the building addition and parking lot additions at St. Mary Mercy Hospital located in Livonia, Michigan. Benesch performed complete civil/site engineering design services for the new building and parking lot additions including construction assistance during construction. The civil/site engineering services included the design of site grading, parking lots which included bituminous and concrete pavement, utility design, water main, sanitary sewer and storm sewers to support the new building addition and relocating of existing facilities. Mr. Pabin provided civil/site

Education

BS, Civil Engineering, Virginia Military Institute, Lexington, Virginia

Years of Experience: 18

Registrations and Certifications

Professional Engineer: MI

Award of Excellence from Michigan Concrete Paving Association for Runway 4R-22L Replacement 2013

MDOT Field Manager

Michigan Concrete Association (MCA)
ACI Level 1 Field Testing Technician
Training - Grade I, I.D. #01255959

MDOT Road Side Design & Safety
Design

NASCO PACP - Pipeline Certification

Ms. Loya-Smalley brings 20 years of engineering experience in municipal utility and transportation design and planning. Her experience includes design and project management of water, sewer and storm drain utilities, data management with Geographical Information System (GIS), new roadway and roadway realignment/widening projects and facilities such as pressure reducing stations, flow control facilities and reservoirs. She also has experience in preparing planning documents and has completed updates to a number of Water, Sewer and Storm Drain Master Plans including updates to existing computer models for each.

Education

BS, Civil Engineering, Michigan Technological University

Years of Experience: 20

Registrations and Certifications

Professional Engineer, MI & CA

City of Inkster As-Needed Engineering Services

Project Engineer: Responsibilities included studies, investigations and grant assistance for several engineering task assignments. Specific duties include conducting a Pavement Surface and Evaluation Rating (PASER) study of the roads in the City of Inkster to create a road asset management program. The PASER database is required of MDOT for the City to receive funding, and allows the City to model, track and budget required maintenance. Other duties include review of private development site plans on behalf of the city's Department of Public Services. These reviews may include residential, commercial, industrial, institutional and other types. The services may include, but are not necessarily limited to: written and verbal communications with city staff and/or potential developers, attending meetings with the city staff and/or potential developers, pickup and delivery of review documents, reproduction of plans, making site visits, reviewing developer plans, research and review of existing utility information, and preparation of official correspondences and monthly invoice summaries.

City of Pontiac - As-Needed Design Engineering Services

Project Manager: Ms. Loya-Smalley served as an extension of staff for the City of Pontiac by tracking Municipal Separate Storm Sewer System (MS4) Permit activities in a GIS database, including conducting and reporting the annual Illicit Discharge Elimination Program (IDEP) inspections, wet weather inspections and follow up on all activities required by the permit. Ms. Loya-Smalley also managed the pavement asset management database which is maintained and updated in Roadsoft software, as required by MDOT, and is compatible with most GIS software. Other tasks included completing the review and approval of development plans, preparing various maps and exhibits from existing GIS databases, the preparation of requests for proposals (RFPs) and the review of consultant prepared plans on behalf of the City.

Charter Township of Redford - Geographical Information System (GIS)

Project Engineer: For this project, Ms. Loya-Smalley oversaw the maintenance and updates to the Charter Township of Redford Geographical Information System (GIS) inventory of water and sewer utilities. Work on this project included the collection of new data using Geographical Positioning System (GPS) devices, formatting the field data to update the GIS database, obtaining and formatting maintenance records, updating working maps regularly used by Redford Township and providing them with updated GIS files for their on-going use.

DWSD - Comprehensive Water Audit

Project Engineer: This project involved the development of the DWSD utility database. This work was associated with the DWSD Comprehensive Water Audit contract (CS-1396). The DWSD GIS maintains the utility database used by their Asset Maintenance Group. Ms. Loya-Smalley coordinated efforts to update the water utility information using an existing water model and added sewer maintenance information including sewer video inspection in ArcMap. This provided the Asset Maintenance Group access to information necessary to plan for the departments operations. As well as, the capability to in the future, complete an ArcMap based water network that can be used with water modeling software to run various system scenarios for operations and planning purposes.

Mr. Hoballah specializes in construction inspection and material testing. He is well versed in AutoCad, Esri GIS and Primavera P6 and in the short time of his career, he has already developed various skills in roadway design and has worked with municipalities such as Inkster, Pontiac, Southfield and Saline, Michigan. He holds both undergraduate and masters degrees in civil engineering with a focus in construction management. Mr. Hoballah is always looking for solutions to any issues that would satisfy all ends of the contract and stakeholders.

Education

M.S., Civil Engineering, Wayne State University

B.S., Civil Engineering, Wayne State University

Years of Experience: 5

Registrations and Certifications

Professional Engineer, MI (6201067387)

City of Inkster As-Needed Engineering Services

Construction Engineer: Responsibilities included roadway design, construction engineering and construction inspection for Arcola Road and Drainage Improvements. The project included installation of storm sewers, bituminous roadway, integral curb and gutters, and sidewalks. Other duties included coordinating work with contractors, updating managers, preparing daily inspection reports, reviewing contractor pay applications and scheduling construction staking and materials testing consultants.

City of Pontiac - As-Needed Professional Engineering Services

Assistant to City Engineer: Mr. Hoballah was hired as an assistant to the City of Pontiac City Engineer for daily tasks. Responsibilities included: issued, inspected, tracked and closed Right-of-Way permits to contractors doing work in the City of Pontiac; kept contact with residents, land owners, and contractors regarding any issues or concerns within the public right-of-way.

City of Pontiac - Paddock Street Reconstruction Phase 1

Construction Representative: This project involves construction inspection and supervision of Paddock Street Reconstruction which includes the reconstruction of approximately 0.5 miles of pavement including sidewalks, curb and gutter, and utilities. The responsibilities also include coordinating work with contractors, updating managers on the progress and resolving issues in the field. Furthermore, his duties include quantity measurements in the field, completing the inspector's daily reports and documenting the any issues, discussions and decisions made during each day. Mr. Hoballah serves as the Company representative, City of Pontiac representative and inspector and liaison between the City and the residents.

City of Saline - 2016 Streets Resurfacing Projects

Project Engineer and Draftsman: This project involved engineering design and plan preparation for roadway resurfacing, utility repairs and frame and cover replacements. Plans also included geometric layout, ADA complaint sidewalk ramps, construction plans, signage and pavement markings plans and cost estimate creation. Attended meetings with the city officials to discuss any issues that have risen during the design process and recommended solutions to them. Mr. Hoballah served as the Project Engineer and CAD draftsman on this project.

City of Saline - N. Harris Street Reconstruction

Project Engineer and Draftsman: This project involved engineering design and plan preparation for roadway reconstruction including geometric layout, ADA compliant pedestrian facilities, mid-block crossings and sidewalk ramps, construction plans, signage and pavement markings plans and cost estimate creation; as well as utility replacements including 8 inch water main and storm sewer. Mr. Hoballah attended meetings with the city officials to discuss any issues that have risen during the design process and

Daniel Guastella, PE

Construction Engineering & Inspection

Mr. Guastella has eight years of varied engineering experience consisting of construction engineering and inspection related to roadway, water mains and sewers. He also has expertise in data collection, sewer assessment, and flow monitoring, hydraulic modeling, and other project duties. He has been responsible for providing engineering assistance with several projects involving collecting GPS locations of fire hydrants, stop boxes and gate valves for several municipalities which include the City of Detroit, City of Pontiac, and the Charter Township of Redford. This work has also involved the utilization of ArcMAP GIS to create updated section maps for communities, AutoCAD and Google SketchUp to create drawings that assist in project development. Mr. Guastella's experience includes field investigations, inspection and training related to MDOT projects.

City of Inkster - Water Model

Team Member: For creating up-to-date, water section maps and water model for the City of Inkster. Responsible for checking GPS points field crews collected, creating network geometry for system, and analyzing current resident usage to determine an average demand per residence for use in the model.

City of Inkster As-Needed Engineering Services

Construction Engineer: Responsibilities included roadway design, construction engineering and construction inspection for infrastructure projects. The Annapolis Road Reconstruction project included reconstruction of a 1-mile segment of Annapolis Road between Middlebelt Rd. and Inkster Rd. The specific items of work included concrete pavement reconstruction and rehabilitation, utility coordination and structure adjustments, and new sidewalks. Duties included coordinating work with contractors, updating managers, preparing daily inspection reports, reviewing contractor pay applications, and scheduling construction staking and materials testing consultants. Other projects included construction inspection of the Emergency Sewer Repairs on Middlebelt Rd., and the Yale and Meadowdale Access Manholes.

City of Southfield - Northwestern Service Drive, Case Avenue and Lockdale Reconstruction

Lead Construction Inspector: Benesch provided a traffic study and recommendations for reducing pavement widths, performed design services related to roadway reconstruction, new drainage improvements, driveway upgrades, ADA sidewalk ramps, sub-grade undercutting and developed maintenance of traffic plans. Mr. Guastella was responsible for overseeing daily contractor activities, led all utility coordination and served as the client representative, leading all coordination with area businesses crucial to project success.

City of Pontiac - Paddock Street Reconstruction from South of Osmun Street to South of Auburn Avenue

Project Engineer: Performed a PASER road survey for the City of Pontiac. Using specifications outlined by PASER, surveyed the entire City of Pontiac roads. This will allow the city to apply for necessary grants to obtain the money to address the current state of the roads.

City of Pontiac - Comprehensive Water Audit and Other General Services

Team Member: GIS based database used for utility mapping including field data collection, support for other field data collection teams and data entry. Responsible for reviewing various data sources such as field data and record drawings, and incorporating them into the database using ArcMap. Also assisted leak detection field crew with creating maps for use in the field with the GPS unit, downloaded the GPS data and prepared weekly reports of the leak detection progress.

Education

BS, Civil Engineering, Western Michigan University

Years of Experience: 8

Registrations and Certifications

Professional Engineer: 2015

National Association of Sewer Service Companies (NASSCO) (2012)

MDOT Field Manager Training (February 2016)

MDOT Office Tech Training (March 2016)

MDOT/ACEC Materials Acceptance Course (March 2016)

MDOT Density Technology Certification (March 2016)

MDOT Bridge Construction/Rehab Course (April 2016)

MDOT Prevailing Wage Training (April 2016)

MDEQ Comprehensive SESC (April 2016)

Mr. Jin has more than 27 years of experience in hydraulic modeling, water and sewer systems design, water audit and environmental data management. This includes environmental assessment and planning, municipal solid disposal, GIS application development and deployment, water master planning, pumping energy optimization, and water main, pump station, water treatment plant testing and design. Mr. Jin has served as senior engineer and is an expert in hydraulic modeling, and has worked with a variety of modeling software programs including Innovyze InfoWater, EPA-SWMM and PC-SWMM.

City of Inkster Water System Reliability Study, Inkster, MI

Project Engineer: Benesch's responsibilities for this project included conducting demand projection based on population, managing the GPS mapping of water valves and fire hydrants, creating a GIS application, developing a hydraulic model through GIS, performing model simulations for maximum day demand condition and fire protection analysis and drafting the system reliability study report for submittal to MDEQ. In addition, a water audit was completed for City of Inkster in 2013.

Charter Township of Redford Technical Consultant for Water System – Leak Detection and Hydraulic Model, Redford Township, MI

Project Engineer: Benesch performed water system modeling to analyze fire protection, capital improvement, water quality, energy optimization and system planning for the Charter Township of Redford. This also included the installation of a fixed network AMI system and meter replacement program, leak detection and water loss and GIS mapping improvements for their water and sewer systems. As Project Engineer, Mr. Jin performed hydraulic analysis for capital improvements and water main shut-down during construction.

Water System Modeling for Multiple Projects in Michigan

Project Engineer: This contract was for multiple projects in water system modeling and involved analyzing fire protection, capital improvement, water quality, energy optimization and system planning. These projects included the water distribution system model development for Detroit Metropolitan Wayne Airport (DTW), City of Pontiac hydraulic model development, City of Southfield low pressure issue analysis, Redford Township hydraulic analysis for capital improvements and water main shut-down during construction, and the model development and energy optimization analysis for the ground water distribution systems in the townships of Highland, Lyon, Oakland and Oxford townships in Oakland County, Michigan.

Comprehensive Water Master Plan Update, (CS-1528), Detroit, MI

Project Engineer: As a primary hydraulic modeler for the project, Benesch was responsible for developing hydraulic and water quality computer models using WaterGems and GIS software including ArcInfo and Geo-database. Due to the overcapacity of the transmission system, the work included simulating water treatment plant closures to more align the existing and future plant capacity with the lower projected water demands in the system. This analysis included identifying system capital needs for scenarios that involved shutting down one treatment plant at a time and supplying the system with the remaining four plants. The other master planning analysis included the water supply redundancy for the downriver area of DWSD system, water service planning for the proposed North Oakland County Water Authority, water transmission reliability study for the northern Macomb County area of DWSD system and energy optimization for the entire DWSD water transmission system. Modeling analysis was completed for the 20 year planning period from Year 2015 to Year 2035. The modeling results will be used to develop construction costs and a CIP for the planning period.

Education

MS, Computer Engineering, Wayne State University

MS, Environmental Engineering, Wayne State University

Graduate Certificate – Hazardous Waste Control, Wayne State University

MS, Environmental Science, East China Normal University

BS, Environmental Science, East China Normal University

Years of Experience: 27

Registrations and Certifications

Professional Engineer, MI

Professional Affiliations

American Water Works Association (AWWA)

American Society of Civil Engineers (ASCE)

Mr. Popp specializes in water system design and project management, including wastewater treatment systems, sanitary sewers, pumps, control valves, structures, generators, CSO retention treatment, project right of way determination and more. He has provided these services for numerous local and county agencies across Michigan.

City of Inkster As-Needed Engineering Services

Project Engineer: Responsibilities included investigation and evaluation of Andover Pump Station. To comply with regulatory requirements of MDEQ, the City of Inkster contracted with Benesch conduct an investigation of Andover Sewage Pump Station to determine the firm capacity. The project included review of historical records, field investigation, pump assessment, calculations, and recommended improvements for MDEQ approval. In addition to the sewage pump station evaluation, Mr. Popp also provided engineering services on the water side, specifically conducting a condition assessment of the City of Inkster's master meters IK-02 and IK-04. The condition assessment included recommendations for improvements to the pressure reducing valves (PRV).

City of Pontiac - Clean Water State Revolving Fund Program

SRF Project Plan and Program Coordinator: Mr. Popp was the SRF project plan and program coordinator for 13 projects executed by three engineering firms. The program qualified for AWWA funds.

City of Pontiac - Drinking Water State Revolving Fund Program

DWRF Project Plans Coordinator: Mr. Popp was the DWRF coordinator for over an 8-year period. Program included Water Pumping Station Pump and Cone Valve Recondition, Large Butterfly Valve Assessment and Replacement, Extensive Water Main Replacement, Construction contract administration including pipe bursting water main replacement. Program qualified for AWWA, S2, and Green Project Reserve grant and principal forgiveness funds.

Macomb Township - 21 Mile Road Pump Station and Sanitary Sewer

Project Manager/Construction Contract Administrator: Mr. Popp was the design project manager and also provided construction contract administration of a pump station and sanitary sewer in Macomb Township. This project also included right of way determination services.

Lenox Township - Macomb County Public Works Commission Trunk Watermain

Design and Construction Contract Administrator: Mr. Popp provided design and construction contract administration of 10 miles of trunk watermain in Lenox Township in accordance with Master Plan amendments made during preliminary engineering services. This project also included right of way determination services.

Macomb Township - Water Supply System Upgrades, Reliability Study

Project Manager: Mr. Popp was the project manager for the program to upgrade water supply system using Cybernet with AutoCAD software. The system is to be evaluated for present and 10-year projected peak-hour, average, peak-instantaneous, and fire flows.

Lenox Township - Reliability Study & Maintenance Map

Project Manager: Mr. Popp was the project manager for Lenox Township's reliability study and maintenance map, a project that provided a hydraulic study and reliability analysis for the Lenox Water Distribution System. Recommendations of improvement priorities were provided as well as an update of the Water Distribution Master Plan. A schematic map of valves, hydrants, meters, and pressure reducing facilities was created for maintenance purposes.

Education

BS, Civil Engineering, 1986, Michigan Technological University

MBA, 1993, Oakland University

Years of Experience: 30

Registrations and Certifications

Professional Engineer: MI

LEED-GA

SECTION 3 ABILITY TO PERFORM WORK

ABILITY TO PERFORM WORK

ORGANIZATION STAFF NUMBERS	
TOTAL	637
Civil	196
Structural	125
Construction	106
Water/Wastewater	8
Environmental	40
Landscape Architecture	11
Geotechnical	18
Survey	11
Administrative	87
Draftsman	24
Electrical	3
Public Involvement	1
Transportation Planning	7

Benesch employs over 600 professional and support personnel in 16 states. We employ engineers, construction managers, landscape architects, planners, designers and scientists that rank among the highest in their professions. The Benesch Team will handle all aspects of this contract, but we will enlist our subconsultants Intertek-PSI and Great Lakes Geomatics on a as-needed basis. *In addition, if needed, we have the necessary resources and ability to pull support from our deep-bench of experts, both locally and nationally.*

We pride ourselves in meeting whatever need or request that has been made by the City to aid in moving projects forward in a productive and efficient manner.

The Benesch Team (as outlined in the organization chart) are available to support the City's as-needed assignments, in accordance with schedules agreed upon in the individual task assignments.

OFFICE LOCATIONS

BENESCH SERVICES

MARKETS

Municipal | Roadways | Bridges | Railroad
Buildings | Site Development | Aviation |
Utilities

DESIGN ENGINEERING - MUNICIPAL WORK

Water Systems & Wastewater Collection
Systems | Bridge Condition Studies |
Environmental Studies | Feasibility Studies |
Corridor Studies | NEPA Compliance | Value
Planning | Permitting | Location Design
Studies | Hydraulic Studies | Location
Drainage Studies | Value Engineering |
Cost Estimating | Plans, Specifications and
Estimates

CONSTRUCTION

Construction Engineering | Construction
Inspection & Materials Testing | Construction
Management | Cost Management | Schedule
Management | Construction Staking

OTHER SERVICES

Traffic Engineering | Surveying | Plans and
Legals | Stormwater Permit Reviews | MEP
Services | NBS Inspections | Graphics and
Visualization | Program Management



Allentown, PA
Atlanta, GA
Boston, MA
Brentwood, TN
Brighton, MI
Charlotte, NC
Chicago, IL
Cincinnati, OH
Daytona Beach, FL
Denver, CO
Detroit, MI

East Lansing, MI
Indianapolis, IN
Glastonbury, CT
Grand Island, NE
Grand Rapids, MI
Hazleton, PA
Jacksonville, FL
Kansas City, KS
Kansas City, MO
Lincoln, NE
Manhattan, KS

Milwaukee, WI
Naperville, IL
Nashville, TN
Omaha, NE
Orlando, FL
Oshkosh, WI
Pittsburgh, PA
Pottsville, PA
Raleigh, NC
Salem, OH
Wilmington, NC

+600 employees | 33 locations | 16 states | 1 team

The matrix below highlights the Benesch Team's recent, relevant experience to the engineering services listed in the RFP. The following section includes detailed descriptions of each project.



Project Elements

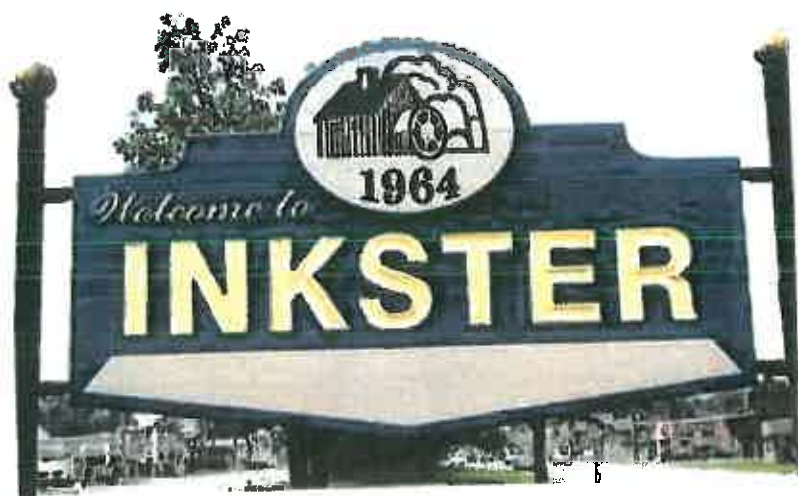
Project Name	Hydrologic/Hydrograph	Survey	Geotechnical Engineering	Water Quality Design	Water Meters	Sewer	Roads	Water Supply/Supply Compliance/Rate	Construction Engineering	Construction Inspection	Construction Administration	Construction Services	Construction
As-Needed Professional Engineering Services <i>City of Inkster</i>	●	●	●	●	●	●	●	●	●	●	●	●	●
Professional Engineering Services <i>City of Southfield</i>	●	●	●	●	●	●	●	●	●	●	●	●	●
Professional Engineering Services <i>City of Pontiac</i>	●	●	●	●	●	●	●	●	●	●	●	●	●
Redford Technical Consultant for Water System <i>The Charter Township of Redford</i>	●	●	●	●	●	●	●	●	●	●	●	●	●
General Engineering Services <i>Detroit Water and Sewerage Department</i>	●	●	●	●	●	●	●	●	●	●	●	●	●
Municipal Services <i>Charter Township of Royal Oak</i>	●	●	●	●	●	●	●	●	●	●	●	●	●

Benesch has the capabilities to perform all of the required services requested in the RFP, all of which have been completed for the City of Inkster.

SECTION 4 SIMILAR PROJECTS

As-Needed Professional Engineering Services

City of Inkster



Key Issues

- Acting as City Engineer
- Project Management
- Development of Plans and Specifications
- Plan Reviews
- Roadway Design and Construction (Engineering)
- Sewer Design and Construction
- Hydraulic Modeling
- MDEQ Regulatory Compliance
- Survey
- Geotechnical Engineering
- Materials Testing
- Grant Assistance

Background: Since 2006, Benesch has been providing engineering services on an as-needed basis. Currently, we serve as the City Engineer.

Scope: Benesch is responsible for identification, scope development, implementation and management of multiple project tasks based on the needs and requests of the Department of Public Services, City Treasurer, and the Planning Department. To date, our services have spanned a full range of municipal engineering, including: Field Investigations, Topographic Surveys, Geotechnical Engineering, Roadway and Utility Design, Procurement and Contract Administration, Construction Engineering and Construction Inspection, and Materials Testing. Benesch serves as Engineer-of-Record on all of our designs and permit applications to MDOT, MDEQ and County Agencies. Some of the project assignments include:

- Regulatory Compliance on MDEQ reporting and regulatory assistance
 - » Preparation of Permit Applications, SWPFI, NPDES, and MS-4
 - » Preparation of Responses to Notice of Violations
- Hydraulic Modeling of the Water Mains and Distribution System
- Reliability Study & General Plan and GIS Development
- Site Plan Reviews for Various Developers and Applicants
- Leak Detection Surveys and Water Audits
- Conversion from Quarterly to Monthly Billing System
- Condition Assessment of Master Meter/PRV at IK-02 and IK-04
- Andover Pump Station Investigation
- PASER Study to prepare for MDOT funding
- Annapolis Road Reconstruction
- Arcola Road and Drainage Improvements
- Middlebelt Emergency Sewer Design and Construction Inspection
- Salt Storage Facility Design
- Middlebelt CSO Facility Dewatering Sewer Design & Construction Engineering and Inspection
- Middlebelt CSO Facility Operation, Maintenance and Engineering
- FEMA Grant Assistance

Contact:

City of Inkster
Jerome Bivins DPS
Director
26900 Princeton St.
Inkster, MI 48141
P: 313-203-2493

Benesch served as the Engineer of Record

Professional Engineering Services

City of Southfield



Key Issues

- Engineering Services
- Construction Engineering
- Contract Administration Services
- Easement and ROW Acquisition
- Construction Inspection
- Roadway Design
- Water Main Design
- Hydraulic Modeling



Scope: The City of Southfield contracted with Benesch to provide as-needed engineering services for various projects. Services included: field investigations and analyses of the water distribution system; preliminary design services; topographic and boundary surveys; GIS location of underground utilities; geotechnical investigations; final design services; preparation of contract bid documents; assistance during bidding and award of construction contracts; construction engineering services; construction layout and staking (line & grade) of underground utilities, road, ditches and culverts; stakeholder coordination; preconstruction meetings; review of shop drawings; submittals and requests for information (RFIs); review of contractor pay applications; technical review of contractor as-built drawings; conversion of hard copy as-built drawings to the city's GIS database; contract administration services; construction engineering and inspection; monitoring construction activities for conformance with contract plans and specifications; preparation of daily field reports; documenting progress of work; review of pay item quantities; and development of project deficiency (punch) lists.

There have been several tasks issued by the Dept. of Public Works, the Engineering Dept., the Building Dept., and Purchasing. Some of the tasks include:

- | | |
|---|---|
| <ul style="list-style-type: none">• Sections 12 & 13 Low Water Pressure Analysis (Hydraulic Modeling)• Evaluation of Water main Rehabilitation versus Replacement• Design of a New Meter Pit to Service former Northland Mall• Greenfield Road Water main from 8 Mile Road to 9 Mile Road• Former Ramada Inn Hotel Demolition• Section 26 Water Main, Drainage and Road Improvements• Section 17 Pavement Evaluation• Section 19 Water Main and Pavement Improvements• Smoke Testing/Cross Connection | <ul style="list-style-type: none">Investigation• Contractor Bid Evaluations• Easement and R.O.W Assistance• Permitting Assistance• Customer Way Drive Pavement and Drainage Improvements• DPW Garage Exhaust Ventilation Improvement• Resinous Flooring at DPW Garage Facility• Section 17 Northwestern Highway Service Drive (Grant Assistance)• Section 17 Lockdale & Case Road Improvements (Grant Assistance) |
|---|---|

Contact:

City of Southfield
Larry Siris
DPW Operations Manager
25501 Clara Lane
Southfield, MI 48034
P: 248-795-4883

Benesch served as the Engineer of Record

Professional Engineering Services

City of Pontiac



Key Issues

- Plan Reviews
- Grant Assistance
- Engineering Services for Road, Water mains
- Construction Engineering and Contract Administration Services
- MDEQ Regulatory Compliance
- Construction Inspection
- ROW Permits

Background: Since 2007, Benesch has been assisting the City. Currently Benesch is providing engineering assistance to the City Engineer including plan reviews, right-of-way permits, miscellaneous engineering tasks and mapping, and roadway and storm water infrastructure.

Scope: This engineering services contract involved design, construction, plan reviews, permitting and other services including, but not limited to the following task:

Design and Construction Services:

These services include, but are not limited to: roadway, streetlight and storm sewer design; inspections; survey; geotechnical; engineering design services, preliminary and final design; grant assistance; review of construction submittals; daily reports; traffic counts; maintenance of existing facilities; cost estimates; and used the City's GIS database to collect data. Below are a few examples of these services:

- Prepared the design for the road reconstruction of two sections of Paddock Street, with work including: survey, a geotechnical investigation, pre-design reporting, preliminary and final design documents, cost estimates, construction administration and inspection.
- Inspection and recommendations for repairs, improvements and maintenance of existing City facilities such as pump stations, mechanical facilities, building sites, etc.
- Collected field data formatted to supplement existing City GIS databases and converted existing water and sewer atlas maps to GIS format.

Plan Reviews

- Plan review, approval of commercial, industrial, residential, municipal and institutional development and improvement plans.

Permitting

- Assist the City staff with issuing/tracking permits, inspections, addressing issues and follow-up on completion of outstanding items.
- Prepared reports required by MDEQ to be submitted every two years. Attended MS-4 permit audit and assisted with actions items. Revised IDEP program and was implemented in October 2014.

Other Engineering Assistance

- Performed leak surveys and water loss studies for the water system.

Contact:

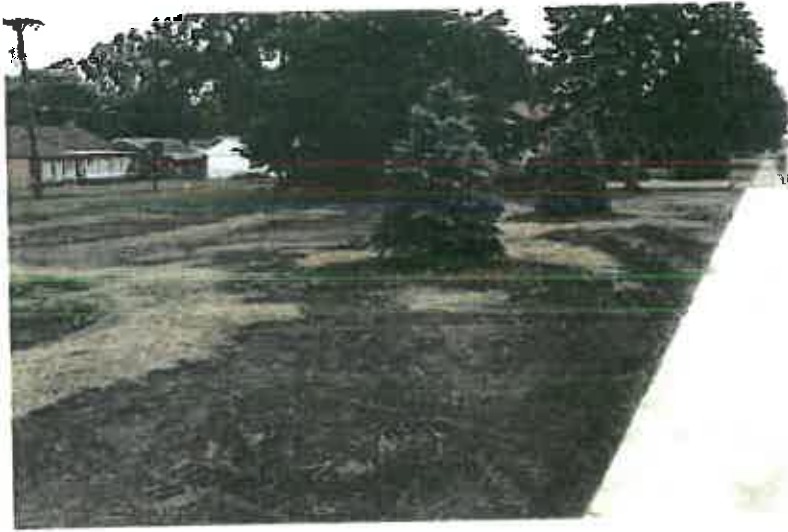
City of Pontiac
John Bailint, PE
City Engineer
47450 Woodward Ave.
Pontiac, MI 48342
P: 248-758-3201

Benesch served as the Engineer of Record



Redford Technical Consultant for Water System

The Charter Township of Redford



Key Issues

- Hydraulic Modeling
- GIS
- Leak Detection
- Grant Funding Assistance



Background: As the Technical Consultant for the Water System, Alfred Benesch & Company has been providing services related to leak detection, water loss studies, hydraulic modeling and grant funding tasks.

Scope: Benesch has completed a leak detection survey of the Township on a four year cycle to assist the community in maintaining a low water loss rate. These surveys cover nearly 200 miles of water mains. In addition to the leak survey, the original work tested Redford's ten master meters, and an analysis of 75 commercial meters. The study identified a savings of \$378,000 in water loss attributed to leaks and an additional \$154,000 in commercial meter inaccuracies.

In addition to the water audit tasks, Benesch also conducted several Geographic Information Systems (GIS) related tasks. The Township staff was using water and sewer maps on traditional paper. Benesch converted the paper maps to rectified digital maps in the Township GIS using GPS technologies. By field locating the water hydrants, Benesch was able to create an accurate map of the water distribution network for the Township. Other water system features that have been created in GIS include service leads, valves and mains. The paper sewer system maps were also converted to digital maps. The next step is to field locate the sewer manholes to finalize the accuracy of the sewer maps.

Benesch is also responsible for analyzing and identifying improvements to the water system. This work included the creation of a hydraulic model of the entire community using EPANET. Using the GIS database of the water system and field information collected from the leak survey, Benesch constructed a hydraulic model for analysis of the system. The database included the features collected in the field (hydrants, valves, and other appurtenances) with handheld GPS units and included spatial locations as well as the condition of the assets. The GIS database was then used to develop the model geometry. Benesch continues to use and update the water model and GIS database.

Contact:

Charter Township of Redford
Mike Dennis
Community Development Director
15145 Beech Daly
Redford Township, MI 48239
P: 313-387-2786

Benesch served as the Engineer of Record



General Engineering Services

Detroit Water and Sewerage Department



Key Issues

- As-Needed Engineering Services Contract
- Provided a wide variety of planning, engineering designs and construction administration assistance in support of water supply and wastewater collection and treatment systems
- Work has been performed under 43 approved "task orders" involving rehabilitation, restoration and improvements of water and wastewater infrastructure



Background: Alfred Benesch & Company, together with a team of subconsultants, has been providing professional engineering services to the Great Lakes Water Authority (GLWA) since 2008 under a General Engineering Services Contract (CS-1432A) for multidisciplinary engineering services. The purpose of the contract is to provide a wide variety of planning, engineering designs and construction administration assistance in support of GLWA's water supply and wastewater collection and treatment systems. Currently, work has been performed under 43 approved task orders involving rehabilitation, restoration and improvements of water and wastewater infrastructure.

Scope: Under this contract, Benesch provides comprehensive design services required for the civil, structural, process, HVAC, electrical, I&C and fire protection elements of work. Benesch's services during construction include providing a full range of engineering services, including bidding assistance, construction engineering, shop drawing review, response to RFIs, construction inspection, start-up and testing assistance, preparation of system O&M manuals; preparation of as-built drawings; close-out assistance including preparation of deficiency and punch lists and final walkthroughs.

The services provided under the task assignments demonstrate our experience, expertise, and success in the development and evaluation of water and wastewater systems, development of capital improvement projects and implementation strategies, as well as the design, post design services, and construction contract administration of the recommended improvements.

Contact:

DWSD
Grant Gartrell
Director of Engineering
10100 E. Jefferson Ave.
Detroit, MI 48214
P: 313-926-8139

Benesch served as the Engineer of Record

Municipal Services

Charter Township of Royal Oak



Key Issues

- Plan Reviews
- Construction Engineering
- ROW Acquisition
- Construction Inspection

Background: Benesch has been the Charter Township of Royal Oak Engineer since 1995. In this capacity our work has included: preparation of studies, design reports, detailed design and construction bid documents and inspection services related to municipal projects; review of private development site plans including residential, commercial, industrial and institutional; and assistance on easement and right-of-way acquisition, soil and well investigations including test borings, related analyses and recommendations; detailed mill, shop and laboratory inspection of materials and equipment; photogrammetry; assistance as an expert witness in litigation arising from the development of an assignment or project; preparation of applications and supporting documents for government grants or advances for public work projects; and preparation of environmental assessment statements.

Scope: As Township Engineer, Benesch has performed several plan reviews. This work has included:

- Review of the storm water detention systems for the Aldi Store and the Kroger grocery store, both on 8 Mile Road.
- The Retail Center – Phase 2 on 8 Mile Road. Work included review of the drainage system and street closures associated with storm water detention.
- Expansion of the Kingswood Hospital. Work included separation of the site combined sewer system and provision of a storm water retention basin.
- Residential construction on Reimanville Avenue and review of new residential construction on Ithaca Avenue. Recommendations included combining three lots and then splitting the combined into two lots to establish a minimum lot width.
- Most recently, Benesch has completed the plan review for the storm water sewer design at Kingswood Hospital. The work will also include inspection.

Contact:

Charter Township of Royal Oak
Jessica Thomas
Township Administrator
21131 Gardenlane
Ferndale, MI 48220
P: 248-547-9800

Benesch served as the Engineer of Record



SECTION 5 HOURLY BILLING RATES

HOURLY BILLING RATES

Benesch recognizes that as a City it is important for Inkster to be good stewards of their constituents finances. As such, Benesch works hard to provide our clients with cost-effective fees for the technical expertise and service we provide.

It is also important to note that professional engineering costs should be viewed as part of a complete project. In general engineering design services may represent approximately eight percent of the total capital cost. One change order associated with poor document development will erase any savings in professional fees.

It is worth noting that the typical changes associated with construction projects averages between 10 and 15% of the original bid. The changes in Inkster associated with Benesch documents has averaged 2-8%

2019 BENESCH BILLING RATES		
Job Category	Average Hourly Rates	Hourly Rate Range
Project Manager/Associate Engineer	\$161	\$155 - 206
Task Manager/Senior Engineer	\$131	\$128 - 147
Project Engineer/Construction Engineer	\$102	\$98 - 115
Senior Technician/Operator/Specialist	\$100	\$94 - 110
Technician/Construction Inspector	\$83	\$80 - 93
CAD Operator	\$83	\$91 - 102

Notes:

1. Hourly rates are adjusted annually on January 1st at an estimated 3% increase.

APPENDIX



CITY OF INKSTER

- QUALIFICATIONS PROPOSAL

I, the undersigned, propose to provide services described in this contract as supplied by the City of Inkster. No contract is active until a project or task assignment order is issued to the successful proposer.

I further propose to deliver the above-described services for the City of Inkster in the first-class operating manner in accordance with all requirements contained herein subject to city's inspection of services performed.

I attest that the proposal includes all information necessary for the City of Inkster to accept my

proposal. NAME, ADDRESS, AND PHONE NUMBER:

Alfred Benesch & Company; 615 Griswold St., Suite 600, Detroit, MI 48226; (313) 963-0612

Dated and signed at, MI on
(City)

September 28, 2018
(Date)

Name of Bidder: Alfred Benesch & Company

Address of Bidder: 615 Griswold St., Suite 600, Detroit, MI 48226

By: David E. Guastella, PE

Title: Senior Vice President/Detroit Division Manager

Office # (313) 963-0612

Cell # (313) 402-0354

FAX# (313) 963-2156

FEDERAL TAX I.D. NUMBER (36-2407363)

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: February 27, 2019

From: Darin Carrington, Treasurer

Date for Council's Consideration: March 4, 2019

ACTION REQUESTED: Approval of amendment to the General Fund budget revenues and expenditures for the Inkster SummerFest

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No

Mayor's Approval Byron H. Nolen

BACKGROUND:

The City has taken over the operations of the Inkster SummerFest. This event is scheduled to occur in the first week of July. As previously stated by the Administration, the City will be funding this event 100% with outside donations and sponsorships and no City funds will be used in connection with this event. However, the donations and sponsorships will be made to the City and the expenditures will come from the City. Thus, it is necessary for Council to approve both the revenue and expenditures expected to be received in made in connection with the SummerFest.

SCOPE OF SERVICES:

N/A

JUSTIFICATION:

The City is currently in the planning phase for the Inkster SummerFest. In connection with this, the City will be raising funds and incurring expenditures to plan and operate the SummerFest. As a result of this, these funds need to be included in the City's General Fund budget

PROJECT IMPROVEMENTS:

N/A

COSTS:

The total budget, revenue and expenditures, is projected at a total of \$125,000.

PROJECTED TIME TABLE:

March 2019 - July 2019.

RESOLUTION:

Authorization and approval is hereby given for the City's FY 2019 budget to be amended by \$125,000 for activities associated with the Inkster SummerFest.

Resolved by

Seconded by

Yes:

No:

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: February 26, 2019

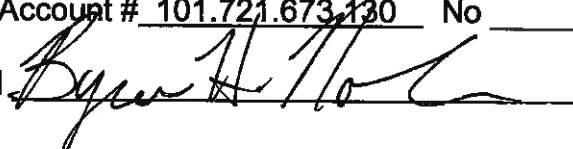
From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: March 4, 2019

ACTION REQUESTED: Consider approval of offer to purchase (Case # LD 19-3) one (1) vacant commercial lot which is located on the west side of Inkster rd. between Lehigh St. and Pine Ave. and is legally described as 36B52 TO 55 LOTS 52 TO 55 INCL BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property I.D. 44 014 02 0052 000) in the amount of \$2000 to Maher Abdallah.

Current Action X Emergency Future

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

Mayor's Approval 

BACKGROUND INFORMATION

Maher Abdallah has made the application to purchase one (1) vacant commercial lot which is located on the west side of Inkster rd. between Lehigh St. and Pine Ave. and is legally described as 36B52 TO 55 LOTS 52 TO 55 INCL BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property I.D. 44 014 02 0052 000).

SCOPE OF SERVICES

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

JUSTIFICATION

The parcel is located in the B-2 zoning district. The applicant wishes to purchase the lot in order to provide parking for his intended business.

PROJECT OR IMPROVEMENT TASK

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

COST

The applicant has deposited \$100.00 for the lot for and is offering the total purchase price of \$2000.00.

RESOLUTION

Authorization is hereby given for the sale of one (1) vacant commercial lot which is located on the west side of Inkster rd. between Lehigh St. and Pine Ave. and is legally described as 36B52 TO 55 LOTS 52 TO 55 INCL BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property I.D. 44 014 02 0052 000) in the amount of \$2000 for the lot to Maher Abdallah, subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$1,900.00), paying the cost of recording the deed (\$18.00), entering into a purchase agreement and executing a property transfer affidavit.

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

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received

Date Received

Case #

1/11/19

1/11/19

19-3

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name: Maher R Abdallah

Applicant's Address: 7389 Amboy St. Dearborn Heights, Michigan 48127

Applicant's Phone Number: 716 578-4384

Proposed Owner's Name (as indicated on deed): Same (A Single Man)

PROPERTY INFORMATION -- Purchase Offer \$1000.00

Property Location: on West side of
Inkster RD

Between Pine Street/Avenue and Annapolis Street/Avenue

Tax ID, Legal Description, and Address if Structure 44014020052000

36B52 LOT 52 TO 55 LOTS INCL BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR

Parcel Size: 8706 (Width) 85 X (Length) 102 Current Zoning Residential

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

Summary of Proposed Use: Additional land next to property I own
Use additional sheets as needed

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

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

Applicant's Signature

Broker's Name

Date

1/10/2019

**CITY OF INKSTER
PURCHASE AGREEMENT**

This Purchase Agreement, dated and made effective as of this 9th day of January, 2020, by and between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141, ("Seller") and _____, Maher R Abdallah located at 7389 Amboy St. Dearborn Heights, 48127 _____ ("Purchaser"):

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

36B52 LOT 52 TO 55 LOTS INCL BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR
Parcel ID:44014020052000

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

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

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

SALE OF PROPERTY

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

PURCHASE PRICE

1. The Purchaser shall pay the Sum of One Thousand Dollars (\$1000). _____ USD for the aforesaid property, as follows:
2. Down payment of One Hundred Dollars _____ (\$100.00 _____)

ORDER, made payable to: THE CITY OF INKSTER, 26215 Trowbridge,
Inkster, MI 48141.

CLOSING

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

ADDITIONAL CONDITIONS (If Any):
The Deposit must be returned if offer is not accepted.

Purchasers Initials: MA

Sellers Initials: _____

PURCHASER:

By: KK L.S.

By: Maheer Abdullah L.S.

Its: Inkster

Purchaser's Address: 7389 Ambury St
Dearborn Heights MI

Telephone No:

716-578-4384

IN PRESENCE OF:
Peggy Bishop 734-306-1066
Stephanie Taylor 313-478-8526

Dated: 1/10/2019

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

SELLERS:
CITY OF INKSTER

By: _____ L.S.

Its: _____

Seller's Address: 26215 Trowbridge
Inkster, MI 48141

Telephone No: 313-563-4232

IN PRESENCE OF:

Dated: _____

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

Dated: _____ X _____ L.S.
Purchaser

Dated: _____ X _____ L.S.
Purchaser

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

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

Date 01/10/2019

Void after 7 years

9137237094

440

25-3

Remitter: MAHER R ABDALLAH

Pay To The CITY OF INKSTER
Order Of:

Pay: ONE HUNDRED DOLLARS AND 00 CENTS

\$** 100.00 **

Do not write outside this box

Memo:

Note: For Information only. Comment has no effect on bank's payment.

By: JPMORGAN CHASE BANK, N.A.

Sol Gindl

Sol Gindl, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH



⑆9137237094⑆ ⑆044000037⑆ 758551325⑆

282111107 NEW 01/08 9810004306



LETTER OF GOOD STANDING

Date: 1/10/2019

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

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

I, [Signature] (buyer's signature), certify that I am in "Good Standing" with the City of Inkster.

MICHIGAN

ENHANCED

CHAUFFEUR LICENSE



A 134 575 751 721
DOB 09-17-1993

ISS 10-12-2018
EXP 09-17-2022

MAHER RUMZY ABDALLAH

7383 AMBOY ST

DEARBORN HEIGHTS, MI 48127-1636

Sex M

Hgt 508

Eyes HAZ

Lic Type E.C

End CY

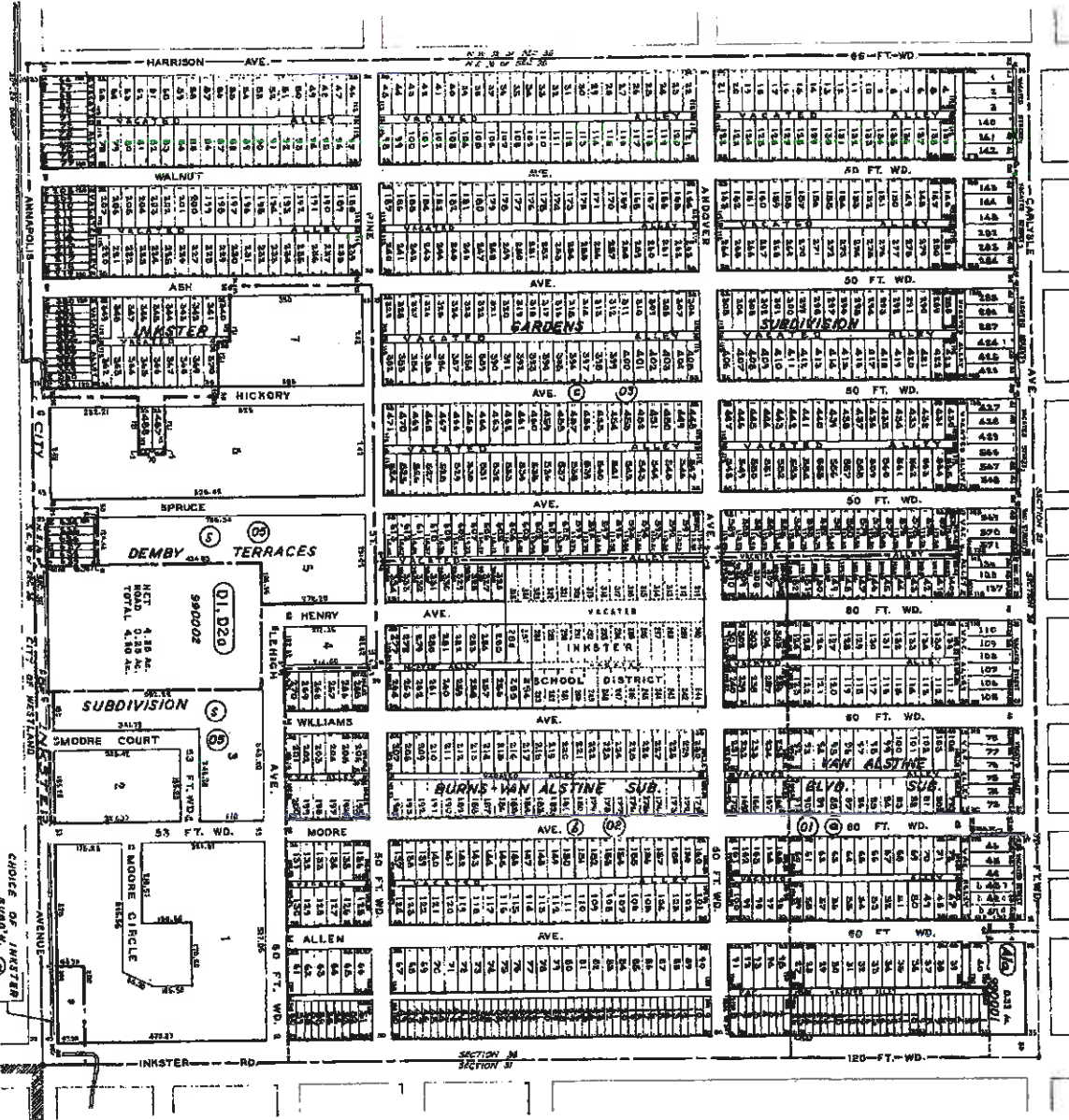
Restrictions NONE



09-17-1993

DD 00000000714

Exp 09-17-2022



N.E. 1/4 SECTION 36
 T. 2 S. R. 9 E.
 CITY OF INKSTER
 WAYNE COUNTY, MICHIGAN

SCALE: 1" = 200 FEET

DEPARTMENT OF MANAGEMENT AND BUDGET
 ASSESSMENT AND EQUALIZATION DIVISION

© 2005 COUNTY OF WAYNE, STATE OF MICHIGAN

ALL RIGHTS RESERVED. IN PART OF THE MAP AND AS SHOWN ON THE MAP, THE CITY OF INKSTER, MICHIGAN, HAS BEEN REPRODUCED BY THE COUNTY OF WAYNE, MICHIGAN, FOR THE PURPOSE OF THE ASSESSMENT AND EQUALIZATION DIVISION. THE CITY OF INKSTER, MICHIGAN, HAS BEEN REPRODUCED BY THE COUNTY OF WAYNE, MICHIGAN, FOR THE PURPOSE OF THE ASSESSMENT AND EQUALIZATION DIVISION.

Google Maps 4320 Inkster Rd



Imagery ©2019 DigitalGlobe, U.S. Geological Survey, Map data ©2019 Google 50 ft



4320 Inkster Rd
Inkster, MI 48141

7MHR+33 Inkster, Michigan



CITY OF INKSTER PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this 9th day of January, 2020, by and between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141, ("Seller") and Maher R Abdallah 7389 Amboy St. Dearborn Heights, Michigan 48127 ("Purchaser");

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

36B52 LOT 52 BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR

36B52 LOT 52 TO 55 LOTS
Property ID#: 44014020052000
Vacant Lot

36B52 LOT 52 TO 55 LOTS INCL BURNS-VAN ALSTINE

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

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

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

SALE OF PROPERTY

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

PURCHASE PRICE

1. The Purchaser shall pay the Sum of One Thousand Dollars (\$1,000) USD for the aforesaid property, as follows:
2. Down payment of One Hundred Dollars (\$ 100.00) USD
3. The remainder of the purchase price of Nine Hundred Dollars (\$900.00) USD shall be paid by CERTIFIED CHECK OR MONEY ORDER, made payable to: THE CITY OF INKSTER, 26215 Trowbridge, Inkster, MI 48141.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: February 26, 2019

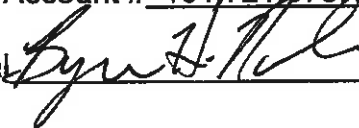
From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: March 4, 2019

ACTION REQUESTED: Consider approval of offer to purchase (Case # LD 19-4) one (1) vacant residential lot which is located on the south side of Trowbridge Ave. between John Daly rd. and Bayhan Ave. and is legally described as 30D159 LOT 159 WESTWOOD SUB OF J. W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0159 000) in the amount of \$250.00 to Dorian Bankhead.

Current Action X Emergency Future

Funds Budgeted: If Yes X Account # 101,721,673,130 No N/A

Mayor's Approval 

BACKGROUND INFORMATION

Dorian Bankhead has made the application to purchase one (1) vacant residential lot which is located on the south side of Trowbridge Ave. between John Daly rd. and Bayhan Ave. and is legally described as 30D159 LOT 159 WESTWOOD SUB OF J. W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0159 000) or 26411 Trowbridge.

SCOPE OF SERVICES

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

JUSTIFICATION

The parcel is located in the R-1C zoning district. The lot is 6,750sqft and is therefore buildable.

PROJECT OR IMPROVEMENT TASK

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

COST

The applicant has deposited \$100.00 for the lot for and is offering the total purchase price of \$250.00.

RESOLUTION

Authorization is hereby given for the sale of one (1) vacant residential lot which is located on the south side of Trowbridge Ave. between John Daly rd. and Bayhan Ave. and is legally described as 30D159 LOT 159 WESTWOOD SUB OF J. W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0159 000), or 26411 Trowbridge, in the amount of \$250.00 for the lot to Dorian Bankhead, subject to the following conditions:

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

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

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received 99-17-18
Date Received 9-17-18
Case # 14-4

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

14-4

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name DORIAN WADE BANKHEAD

Applicant's Address 26403 TROWBRIDGE INKSTER MICHIGAN 48141

Applicant's Phone Number: 313 848-8269

Proposed Owner's Name (as indicated on deed): DORIAN WADE BANKHEAD

PROPERTY INFORMATION - Purchase Offer \$250.00

Property Location: SOUTH SIDE Street/Avenue

Between Street/Avenue and MICHIGAN AVE and DUNNING Street/Avenue

Tax ID, Legal Description, and Address if Structure 26411 TROWBRIDGE 44020020159000

30D159 LOT 159 WESTWOOD SUB OF J.W. DALY FARM T2S R10E L41 P19 WCR

Parcel Size: 6520 (Width) 44 X (Length) 148 Current Residential

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

Summary of Proposed Use: Additional Property Next to House.

Use additional sheets as needed THIS LOT IS NEXT DOOR TO THE BUYERS HOME AND HE WOULD LIKE TO HAVE THE ADDITIONAL SPACE.

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

Dorian Wade Bankhead
Applicant's Signature

9-5-18
Date

[Signature]
Broker's Name



LETTER OF GOOD STANDING

Date: 9-5-2018

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

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

I, Dorian Bankhead (buyer's signature), certify that I am in "Good Standing" with the City of Inkster.



12. 14 SECTION 30.
CITY OF INKSTER
 1. 2 S. R. 10 E.
 WAYNE COUNTY, MICHIGAN
 2024 - 2025 YEAR

Google Maps 26411 Trowbridge St
44020020159000



Imagery ©2019 DigitalGlobe, U.S. Geological Survey, Map data ©2019 Google 50 ft



26411 Trowbridge St
Inkster, MI 48141

7PV2+FJ Inkster, Michigan

Photos

CITY OF INKSTER PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this 5th day of September, 2018, by and between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141, ("Seller") and DORIAN WADE BANKHEAD located at 26403 TROWBRIDGE INKSTER MI 48141, ("Purchaser"):

The undersigned purchaser, hereby agrees to purchase the following land situated in the City of Inkster, Wayne County, Michigan described as follows: 30D159 LOT 159 WESTWOOD SUB OF J.W.DALY FARM T2S R10E L41 P19 WCR
Parcel ID:44020020159000

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

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

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

SALE OF PROPERTY

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

PURCHASE PRICE

1. The Purchaser shall pay the Sum of TWO HUNDRED AND FIFTY Dollars (\$250.00) USD for the aforesaid property, as follows:
2. Down payment of One Hundred Dollars (\$100.00) USD
3. The remainder of the purchase price of ONE HUNDRED AND SIXTY EIGHT /DOLLARS (\$168.00) USD shall be paid by CERTIFIED CHECK OR MONEY ORDER, made payable to: THE CITY OF INKSTER, 26215 Trowbridge, Inkster, MI 48141.

CLOSING

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

ADDITIONAL CONDITIONS (If Any):

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

Purchasers Initials: DB

Sellers Initials: _____

PURCHASER:

By: Dorian Wade Bankhead L.S.

By: _____ L.S.

Its: _____

Telephone No: (313)948-8269
DORIAN WADE BANKHEAD
26403 TROWBRIDGE
INKSTER MI 48141

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

Dated: Sept 5, 2018

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

SELLERS:
CITY OF INKSTER

By: _____ L.S.

Its: _____

Seller's Address: 26215 Trowbridge
Inkster, MI 48141
Telephone No: 313-563-4232

IN PRESENCE OF:

Dated: _____

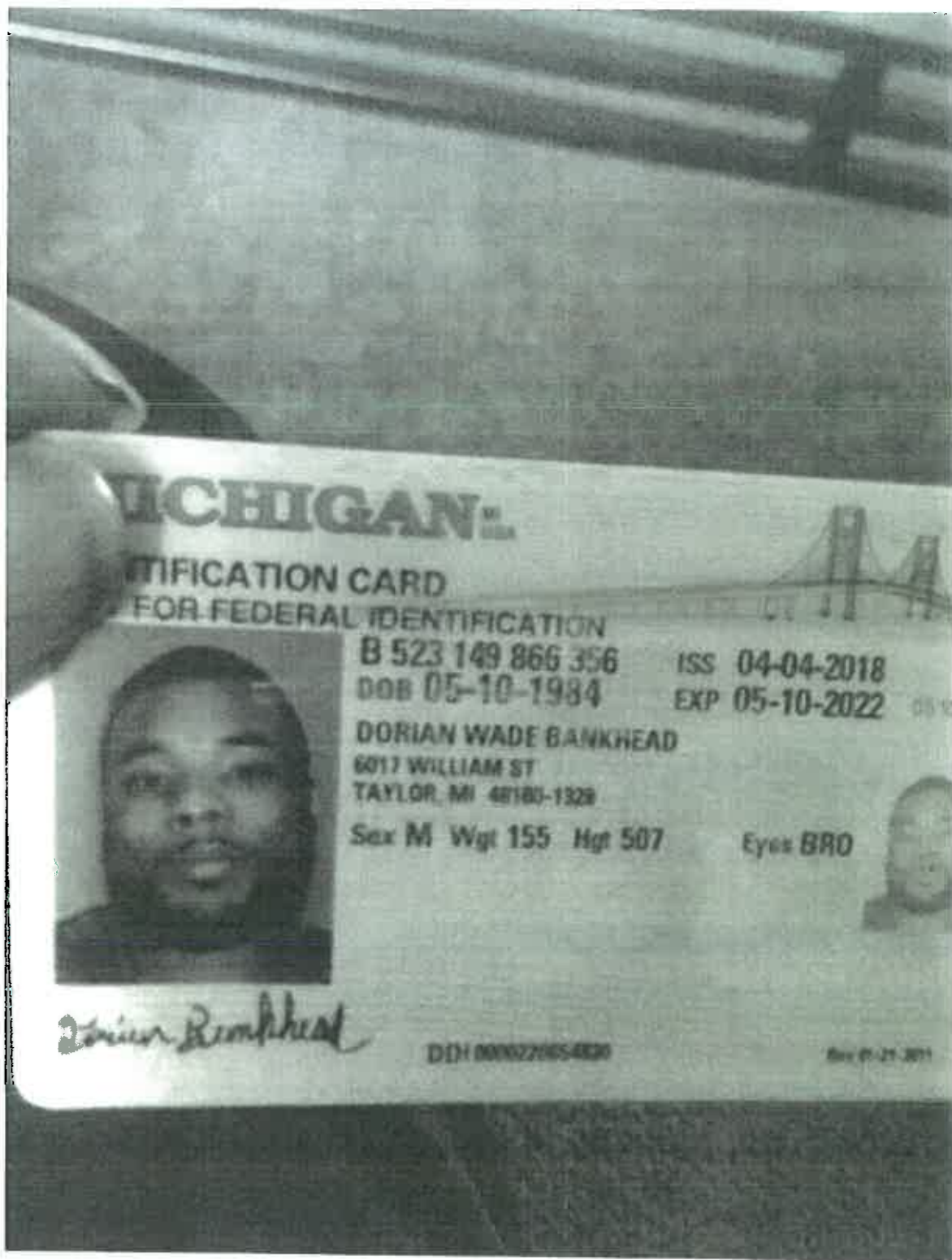
The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Purchase Agreement.

Dated: _____ X _____ L.S.

Purchaser

Dated: _____ X _____ L.S.
Purchaser

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



REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: February 27, 2019

From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: March 4, 2019

ACTION REQUESTED: Consider authorizing the City to enter into an agreement with Hoque Global by way of DOMUS Studio Group, Inc. to be provided with a Site Evaluation and Project Feasibility services for the downtown development for \$50,000.00

Current Action X Emergency _____ Future _____

Funds Budgeted: If Yes X Account # _____ 000 No _____ N/A _____

Mayor's Approval Byron H. Nolen

BACKGROUND INFORMATION

DOMUS Studio Group, Inc is pleased to provide this proposal for Site Evaluation and Project Feasibility services for the property in Inkster, Michigan. The AIA Document B203-2017 Standard Form of Architect's Services: Site Evaluation and Project Feasibility is fully incorporated into this proposal in its unmodified form and this proposal is made with the understanding that the terms and conditions of the AIA B203-2017 govern the duties, obligations and responsibilities of the parties. It is the intent that the parties will enter into a formally executed AIA B203-2017 contract, which may be modified by agreement which would then replace this proposal. To the extent that a modified agreement is not entered into, the unmodified AIA B203-2017 Standard Form of Architect's Services: Site Evaluation and Project Feasibility shall govern.

SCOPE OF SERVICES

The scope of services requested are as follows:

DOMUS Studio Group will provide Site Evaluation and Project Feasibility for the Northeast Corner of Michigan Avenue and Inkster Road.

I. Site Evaluation – Evaluate the Site by, as applicable:

- Performing on-site observations
- Assessing the physical characteristics of the site
- Assessing codes, ordinances and regulations that impact the Owner's Development Objectives
- Assessing utilities available to the site
- Assessing the access, circulation, and parking for the site

II. Identifications of Environmental Requirements:

- Identify environmental requirements that may apply to the Owner's Development Objectives for the site, such as the need for environmental impact statements, assessments, documentation, testing, or monitoring

III. Site Context Description: Describe the physical characteristics and context of areas immediately surrounding the site

- Describe the physical characteristics and context of areas immediately surrounding the site, including existing land uses, proposed development, and public transportation
- Describe land use patterns, trends, or potential uses of areas immediately surrounding the site
- Assess the impact of the owner's development objectives on the surrounding sites and the community

IV. Cultural Factor Assessment

- Research the history of the site, which may include historical land uses, existing structures on or adjacent to the site, archaeological significance, and other cultural factors
- Assess the impact of the Owner's Development Objectives on the cultural significance of the site, surrounding sites, and community

V. Historical Resource Inventory

- Prepare an inventory of buildings and other features on the site that have been identified by local, state, or federal authorities as historic, or that may have historical significance

VI. Building Evaluation

- Conduct an evaluation, based on visual observation, of the existing buildings on the site
- The evaluation shall summarize, in general terms:
 - The buildings' existing uses
 - Elements or components of the buildings that do not comply with applicable codes and regulations
 - The buildings' predominant materials and their conditions
 - The buildings' structural systems and their conditions
 - The buildings' mechanical, electrical and plumbing systems and their conditions
 - Potentially hazardous materials or toxic substances in buildings
 - If necessary, the Architect shall recommend further investigation of any of the above

VII. Conceptual Drawings

- Prepare conceptual development drawings based on the Owner's Development Objectives
- The drawings may show, as the Architect deems appropriate
 - Land use
 - Building placement
 - Access and circulation of vehicles and pedestrians

- o Location of parking, utilities, site drainage, landscaping and development phasing.

VIII. Public Meetings and Hearings

- Attend public hearings and citizen information meetings as required to perform the services or as requested by the Owner
- Prepare presentation materials as necessary for such public meetings and hearings

JUSTIFICATION

The City has established a relationship with developer Hoque Global to direct the development of Inkster Rd. and Michigan Ave, Downtown Development "Inkster Crossing". The partner, Hoque Global has agreed to provide the City with upwards of \$100,000 of in-kind development planning, architectural fees and consulting costs. However, the City has must provide the developer with a Site Evaluation and Project Feasibility.

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

DESIGN FEES: DOMUS Studio Group Design Fee
 Site Evaluation and Project Feasibility \$50,000

PROJECT TIME TABLE

Estimated time for the conclusion of this contract is (3) three months.

RESOLUTION

Authorization is hereby given to authorize the City to enter into an agreement with Hoque Global by way of DOMUS Studio Group, Inc. to be provided with a Site Evaluation and Project Feasibility services for the downtown development for \$50,000.00

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



Mike Hoque
CEO / Founder
Hoque Global Real Estate

1717 Main Street
Suite 5680
Dallas, TX 75201

February 21, 2019

City of Inkster

To Whom It May Concern:

We are pleased to submit our interest in spearheading the Inkster Crossing Masterplan and providing our expertise in shaping dynamic mixed-use projects. Attached to this letter is an example of a proposal we submitted for a similar project in Fort Worth, Texas.

Our process would be three-fold, as outlined below.

1. We will tour the site with our architect and design team to evaluate existing conditions and a potential development program.
2. We will guide our design team to come up with concept that will work with the market.
3. Once a concept design is made, we will perform a financial analysis to evaluate scenarios to optimize the project.

While normally this sort of engagement for development planning and consulting costs upwards of \$100,000 on top of architectural fees, Hoque Global is happy to provide our expertise to the City of Inkster at no cost as we believe strongly in this project and its potential to have a positive impact in the community.

Please let us know if you have any questions or would like to discuss further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Hoque', with a long horizontal flourish extending to the right.

Mike Hoque



January 21, 2019

Sharde Fleming, Director of Special Projects
City of Inkster Michigan
26215 Trowbridge Street
Inkster, Michigan 48141

RE: Inkster Crossing Masterplan

Dear Sharde Fleming:

DOMUS Studio Group, Inc is pleased to provide this proposal for Site Evaluation and Project Feasibility services for the property in Inkster, Michigan. The AIA Document B203-2017 *Standard Form of Architect's Services: Site Evaluation and Project Feasibility* is fully incorporated into this proposal in its unmodified form and this proposal is made with the understanding that the terms and conditions of the AIA B203-2017 govern the duties, obligations and responsibilities of the parties. It is the intent that the parties will enter into a formally executed AIA B203-2017 contract, which may be modified by agreement which would then replace this proposal. To the extent that a modified agreement is not entered into, the unmodified AIA B203-2017 *Standard Form of Architect's Services: Site Evaluation and Project Feasibility* shall govern.

We look forward to the opportunity to work with you on this project.

SCOPE OF SERVICES

DOMUS Studio Group will provide Site Evaluation and Project Feasibility for the Northeast Corner of Michigan Avenue and Inkster Road.

I. Site Evaluation – Evaluate the Site by, as applicable:

- Performing on-site observations
- Assessing the physical characteristics of the site
- Assessing codes, ordinances and regulations that impact the Owner's Development Objectives
- Assessing utilities available to the site
- Assessing the access, circulation, and parking for the site

II. Identifications of Environmental Requirements:

- Identify environmental requirements that may apply to the Owner's Development Objectives for the site, such as the need for environmental impact statements, assessments, documentation, testing, or monitoring

Init. _____

1045 15th Place, #153, Plano, Texas 75074
214.587.4049 www.domusstudiogroup.com

III. Site Context Description: Describe the physical characteristics and context of areas immediately surrounding the site

- Describe the physical characteristics and context of areas immediately surrounding the site, including existing land uses, proposed development, and public transportation
- Describe land use patterns, trends, or potential uses of areas immediately surrounding the site
- Assess the impact of the Owner's development objectives on the surrounding sites and the community

IV. Cultural Factor Assessment

- Research the history of the site, which may include historical land uses, existing structures on or adjacent to the site, archaeological significance, and other cultural factors
- Assess the impact of the Owner's Development Objectives on the cultural significance of the site, surrounding sites, and community

V. Historical Resource Inventory

- Prepare an inventory of buildings and other features on the site that have been identified by local, state, or federal authorities as historic, or that may have historical significance

VI. Building Evaluation

- Conduct an evaluation, based on visual observation, of the existing buildings on the site
- The evaluation shall summarize, in general terms:
 - The buildings' existing uses
 - Elements or components of the buildings that do not comply with applicable codes and regulations
 - The buildings' predominant materials and their conditions
 - The buildings' structural systems and their conditions
 - The buildings' mechanical, electrical and plumbing systems and their conditions
 - Potentially hazardous materials or toxic substances in buildings
- If necessary, the Architect shall recommend further investigation of any of the above

VII. Conceptual Drawings

- Prepare conceptual development drawings based on the Owner's Development Objectives
- The drawings may show, as the Architect deems appropriate
 - Land use
 - Building placement
 - Access and circulation of vehicles and pedestrians

- o Location of parking, utilities, site drainage, landscaping and development phasing.

VIII. Public Meetings and Hearings

- Attend public hearings and citizen information meetings as required to perform the services or as requested by the Owner
- Prepare presentation materials as necessary for such public meetings and hearings.

OWNER PROVIDED INFORMATION

Information and services to be provided by the Owner includes, but is not limited to:

- Program or development objectives
- Legal Survey and Plat of Property, including all easements
- Previously approved planning and zoning submittals
- Previous studies, data, reports or other documents which have direct bearing on the Site Evaluation and Project Feasibility Services
- Geotechnical Engineering / Soils Testing and Report
- Utility Maps and Plans
- Property Covenants and Easements
- Certificate of Title for Property

DESIGN FEES:

DOMUS Studio Group	Design Fee
Site Evaluation and Project Feasibility	\$50,000

INITIAL RETAINER PAYMENT

Upon accepting the terms of this proposal, the Owner shall provide a retainer in the amount of **\$5000.00** which is 10 (ten) percent of the total design services fee. This fee will be applied to the final invoices of the project.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Optional Services. We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the Project at 1.1 times the actual expense.

Reimbursable expenses include: fees of our direct consultants and their expenses; travel to job site and Owner design meetings; printing and printing supplies; plotting; photography; additional copies of renderings; fees required for securing approval of authorities; and postage, delivery and handling of all materials.

Init. ____|____

PAYMENT

Invoices will be issued lump sum with any reimbursable expenses incurred during the previous month. Payment will be due within thirty (30) days of Owner's receipt of invoice. Invoices remaining unpaid for an additional thirty days (total of sixty (60) days) will result in a suspension of work pending receipt of payment or mutually acceptable settlement.

TERMINATION OF AGREEMENT

If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days written notice.

Either party may terminate this Agreement upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Owner may terminate this Agreement upon not less than seven days written notice to the Architect for the Owner's convenience and without cause.

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

COPYRIGHTS AND LICENSES

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution

Init. _____

of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and Architect's consultants.

Upon execution of this Agreement, the Architect grants the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposed of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when invoiced.

SPECIAL TERMS AND CONDITIONS

STANDARD OF CARE. In providing services under this Agreement, the Architect shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Owner should prepare and plan for clarifications, and modifications, which may impact both the cost and schedule of the Project.

CONCLUSION

Thank you for the opportunity to submit this proposal. We would be pleased to discuss any portion of this proposal with you. Once again, thank you for your consideration and we look forward to our continued association.

Your signature below indicates your acceptance of all conditions herein stated and shall authorize DOMUS Studio Group, Inc to proceed with this project. Please sign and return to our office. Upon receipt of the signed proposal and retainer, we will execute the formal contract and commence work on the project.

Sincerely,

DOMUS Studio Group Inc



Penny Diaz, NCARB
Director

Approved and Accepted:

This _____ day of _____, 2019

By: _____

Sharde Fleming, Director of Special Programs
City of Inkster, Michigan

Init. _____

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: February 27, 2019

**From: Chief William T. Riley, III
Inkster Police Department**

Date for Council's Consideration: March 4, 2019

ACTION REQUESTED: Review Sample Contract for Dispatch Consolidation with City of Dearborn for the consolidation of 911 emergency dispatch services, utilizing Dearborn's new state-of-the-art 911 Dispatch Communications center, and to authorize the City Attorney on behalf of the City of Inkster, to draft and submit said letter.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Mayor's Approval Bu H U

BACKGROUND:

This is a proposal for the City of Inkster Police Department to enter into negotiations to pursue a contract for a regional dispatch group that will be managed by the City of Dearborn Police Department. Currently we are in the Westland Dispatch Group but all other agencies in that group are submitting requests to enter into the Dearborn Dispatch Group.

SCOPE OF SERVICES:

Provide dispatch service to police and fire.

JUSTIFICATION:

We currently do not have the funding ability to fund our own dispatch system.

PROJECT IMPROVEMENTS:

There is an estimated cost of at least \$30,000 savings per year to move to the new Dearborn Dispatch Center.

COSTS:

PROJECTED TIME TABLE:

The City of Dearborn Dispatch Center expects to go live in July 2019. It is imperative that we have time to review our contract and site any concerns that may prevent us from moving forward.

RESOLUTION:

Authorization is hereby given to

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**INTERGOVERNMENTAL AGREEMENT FOR POLICE AND FIRE DISPATCH SERVICES
BETWEEN THE CITY OF DEARBORN AND THE CITY OF INKSTER**

This Agreement is made and entered into on this ____ day of _____, 2019, by and between the City of Dearborn, a Michigan municipal corporation, with its principal address at 16901 Michigan Avenue, Dearborn, Michigan 48126 ("Dearborn"), and the City of Inkster, a Michigan municipal corporation, with its principal address at 26215 Trowbridge, Inkster, Michigan 48141 ("Inkster").

RECITALS

WHEREAS, Public Act 8 of 1967 (Ex. Sess.), being MCL §124.531, *et seq.*, authorizes agreements between public agencies for these services;

WHEREAS, the Parties share common corporate boundaries in an area of Wayne County and share a common need for the provision of police and fire protection for persons and property located within their cities;

WHEREAS, consolidating multiple jurisdictions' dispatches for police and fire services will serve the national objective of interoperability and will improve the coordination of response across jurisdictions when needed;

WHEREAS, consolidating multiple jurisdictions' dispatches will improve service to individuals calling for emergency assistance;

WHEREAS, consolidating multiple jurisdictions' dispatches will reduce the cost of service for the taxpayers; and

WHEREAS, consolidating multiple jurisdictions' dispatches will assure better technology, a higher level of training and professionalism, and more efficient procedures and operations.

NOW, THEREFORE, in consideration of the foregoing recitals, and mutual covenants contained herein, and other good and valuable consideration, Dearborn and Inkster agree as follows:

**SECTION ONE
PURPOSE**

The purpose of this Agreement is to regulate the rights and responsibilities of the Parties regarding police and fire dispatch services to be provided to Inkster; serve as an initial means of consolidating the administration, resources, and operations of Inkster and Dearborn police and fire dispatch services; and evaluate the effectiveness of this Agreement and the consolidated services.

**SECTION TWO
DEFINITIONS**

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

- A. "Dearborn": City of Dearborn, a Michigan municipal corporation.

- B. "Inkster": City of Inkster, a Michigan municipal corporation.
- C. "Fiscal Year": The twelve-month period commencing July 1 and ending the following June 30, during which dispatch services are to be provided to each municipality.
- D. "Notice": Communications required or permitted to be given in the manner set forth in Section Ten of this Agreement.
- E. All other capitalized terms in this Agreement shall have the meaning defined therein.

SECTION THREE

TERMS AND DURATION OF THE AGREEMENT

- A. This Agreement shall begin on July 1, 2019.
- B. This Agreement shall remain in full force and effect up to and including June 30, 2024.
- C. The "Initial Term" of the Agreement shall be five (5) years and will align with Dearborn's fiscal year annual term (currently July 1 through June 30). Thereafter, this Agreement will automatically renew for five (5) year periods ("Renewal Term") unless a Termination Notice is provided not less than One Hundred Eighty (180) calendar days prior to July 1 of the Renewal Term, in accordance with Section Twenty-One of this Agreement by either party. The renewal dates are the first day of July. This Agreement may not be terminated by Inkster during the Initial Term and may only be terminated by Inkster during the Renewal Term pursuant to the terms contained in Section Twenty-One of this Agreement or for a default of the Agreement by Dearborn, in accordance with the provisions contained in Section Seven of this Agreement. Dearborn may terminate this Agreement at any time during the Initial Term, or thereafter, for a default of this Agreement by Inkster, in accordance with the provisions contained in Section Seven of this Agreement.

SECTION FOUR

SCOPE OF SERVICES

Dearborn shall provide police and fire dispatch services to Inkster under this Agreement. The scope of services provided includes, but is not limited to, the following:

- A. Dearborn shall:
 - 1. Answer calls to the 911 phone system for calls originating in Inkster 24 hours per day, 365 days per year. This includes all 911 calls via wireless, wired, and Voice over Internet Protocol (VoIP) lines, and text messaging, as available.
 - 2. Dispatch Inkster police, fire, and other emergency personnel as needed, including medical and mutual aid;

3. Manage and administer Law Enforcement Information Network (LEIN), National Crime Information Center (NCIC), and warrant file requests made by Inkster police officers;
4. Support automated alarm calls or activations and dispatching the appropriate police and/or fire units;
5. Furnish all the labor and materials necessary to receive 911 calls and dispatch all Inkster police, fire, and medical emergency calls pursuant to agreed protocols;
6. Address all internal and external complaints received regarding dispatch services related to Inkster and provide a method for complaint de-escalation and resolution;
7. Base the dispatch system service upon the State of Michigan Emergency 911 Service Standards for 911 operators effective 2013 which include following the established basic and advanced training and continuing legal education requirements for 911 operators statewide;
8. Treat all emergency calls from Inkster with equal priority to emergency calls from any other jurisdiction, including Dearborn;
9. Maintain the protocols for emergency call taking and dispatching unless and until there is an agreement between Dearborn and Inkster to change them;
10. Cover all unforeseen costs related to dispatch center equipment replacement and administration; and
11. Retain full responsibility and authority over the consolidated dispatch center.

B. Inkster shall:

1. Maintain their Courts and Law Enforcement Management Information System (CLEMIS) membership; and
2. Maintain Michigan Public Safety Communication System (MPSCS) compliant radios and associated equipment, including hardware, software, and connectivity; however, the 911 surcharge from the Conference of Western Wayne will continue to be paid to Inkster.

**SECTION FIVE
OPERATIONAL COSTS**

The annual fee by Inkster to Dearborn for services provided under this Agreement for the Initial Term shall be as follows:

Effective Period	Annual Rate	Monthly Rate
July 1, 2019 – June 30, 2020	\$534,120	\$44,510
July 1, 2020 – June 30, 2021	Previous fiscal year x 12- month CPI-W	
July 1, 2021 – June 30, 2022	Previous fiscal year x 12- month CPI-W	
July 1, 2022 – June 30, 2023	Previous fiscal year x 12- month CPI-W	
July 1, 2023 – June 30, 2024	Previous fiscal year x 12- month CPI-W	

The December twelve (12) month CPI-W shall be applied to the previous fiscal year charge to calculate the charge for the upcoming fiscal year, which begins on July 1 of each respective year.

- A. Inkster shall pay Dearborn monthly installments thirty (30) days in advance of the first day of each month. Payments shall begin thirty (30) days in advance of the service date. Payments by Inkster are to be made via electronic funds transfer.
- B. If any monthly installment is not received by Dearborn within ten (10) days after such amount shall be due under this Agreement, Inkster shall pay interest at the prime rate plus three (3%) annually. Any unpaid balance after sixty (60) days will be considered a full default of this agreement. In the event that the lack of timely payment creates a working capital deficit for Dearborn requiring short-term financing, all the costs associated with executing the financing and interest to the prorated share of Inkster's delinquent amount shall be fully billable to Inkster and reimbursed to Dearborn. In the event Inkster files bankruptcy or similar action, Dearborn claims will only be subordinate to Inkster debt at the time of the filing and pension obligations, and all other priorities as required by law. Dearborn will be made whole for all amounts currently and past due under this Agreement.
- C. At the beginning of the last year of the Initial Term of this Agreement, a minimum of three hundred thirty-five (335) days prior to the expiration of the Agreement, the parties agree to review the 911 call data and the costs of Dispatch Operations for the past 4 years to negotiate a new rate. A new rate shall be negotiated within the first one hundred eighty (180) days of the last year of the Agreement. If the Parties are unable to negotiate a new rate, they may, but are not be required to, extend this Agreement by providing notice in writing for a definite period of time rather than terminate it. If the Parties agree to extend this Agreement, upon expiration of the contract term an annual fee increase shall be paid by Inkster which is calculated by adding the CPI-W 12-Month

Calendar inflation rate plus an additional 5% to the annual rate being paid at the expiration of the contract term until a new or renewal agreement is approved by both parties.

- D. Dearborn will notify Inkster of any future State or Federally mandated costs or fees associated directly with the consolidated dispatch center. Upon notice and implementation of the State or Federally mandated items, Dearborn has the authority to promptly recoup the mandated costs or fees by increasing the annual fee paid by Inkster on a proportionate share to all intergovernmental agencies participating in the consolidated dispatch service.
- E. Inkster agrees to cooperate with Dearborn to seek any grant monies or other revenue sources available for emergency dispatch service or for the training of dispatch personnel.

SECTION SIX OWNERSHIP OF RECORDS

Dearborn shall own all records generated by the consolidated dispatch center. Dearborn shall retain such records as required by law. In addition, Dearborn shall be the custodian of such records for the purpose of authorizing their release pursuant to Michigan's Freedom of Information Act or as required by law.

SECTION SEVEN DEFAULT

Either party shall be in default of this Agreement if it (1) fails to timely pay the other Party any amount due under this Agreement; (2) fails to perform any other obligations required under this Agreement; or (3) seeks authority from the Michigan Governor and Michigan Treasurer to proceed under title 11 of the United States Code or similar action. The Parties must simultaneously notify each of any such filing. If a default is not cured within thirty (30) days from the date of written notice provided by the non-defaulting Party to the defaulting Party, the non-defaulting Party may:

- A. Terminate this Agreement;
- B. Refrain from providing any further services or performing under this Agreement after providing written notice of its intention to discontinue services at least 60 days before doing so. Services shall continue during the 60-day notice period;
- C. Declare all unpaid amounts owed under this Agreement immediately due and payable without further presentment, demand, protest or other notice of any kind, all of which are expressly waived by the defaulting Party;
- D. Pursue a court order compelling the defaulting Party to pay the amount owed; and
- E. Exercise any and all rights and remedies available to it under this Agreement or applicable law.

SECTION EIGHT
ADDITIONAL JURISDICTIONS

Additional jurisdictions may be included in the consolidated dispatch center at the sole discretion of Dearborn.

SECTION NINE
NOTICES

Each party to this Agreement shall designate one or more representatives who shall be responsible for the administration of this Agreement. Notices or communications required or permitted to be given under this Agreement shall be in writing and delivered in person or sent to the respective parties by certified mail, return receipt requested, at the address shown below, unless a party otherwise designates in writing. Notices or communications shall be deemed effective when received.

DEARBORN:
Ronald Haddad (or successor)
Chief of Police, City of Dearborn
16099 Michigan Avenue
Dearborn, Michigan 48126
313.943.2235

INKSTER:
William Riley III (or successor)
Chief of Police, Inkster
26215 Trowbridge
Inkster, Michigan 48141
313.563.4232

SECTION TEN
RELEASE

In consideration of Dearborn's provision of dispatch system services, Inkster hereby releases Dearborn, all Dearborn departments and divisions, and all current and former Dearborn agents, officers, employees and elected officials from any and all causes of action, claims, demands, and damages (collectively "claims"), whether or not previously asserted, that Inkster has, or may have, against Dearborn, which arise prior to this Agreement.

SECTION ELEVEN
INDEMNITY

To the fullest extent permitted by law, Inkster agrees to indemnify, defend, and hold harmless Dearborn from any and all claims, suits, demands, judgments, liens, or causes of action made against Dearborn, its elected and appointed officials, officers, employees, agents, representatives, or volunteers, for the actions of Inkster's elected and appointed officials, officers, employees, agents, representatives, or volunteers arising from or in connection with the performance of this Agreement.

To the fullest extent permitted by law, Dearborn agrees to indemnify, defend, and hold harmless Inkster from any and all claims, suits, demands, judgments, liens, or causes of action made against Inkster, its elected and appointed officials, officers, employees, agents, representatives, or volunteers, for the actions of Dearborn's elected and appointed officials, officers, employees, agents, representatives, or volunteers arising from or in connection with the performance of this Agreement.

This section is not intended, and shall not be construed, to waive or limit any immunity defense which the respective governmental entity may have, including, but not limited to, governmental immunity. The indemnity provisions set forth herein shall survive the termination of this Agreement.

SECTION TWELVE

INSURANCE

Dearborn shall provide and keep in force during the term of this Agreement, the following types of insurance in not less than the amounts indicated below:

- A. **Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

- B. **Additional Insured:** The certificate must contain, as an endorsement, additional insured language in favor of Inkster and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by Inkster."

Endorsement: The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of Inkster except upon a judicial determination of willful or gross negligence by Dearborn's officers, agents, and/or employees.

- C. **Excess/Umbrella Coverage:** Excess/Umbrella coverage providing excess over the afforded general liability for limits not less than \$5,000,000 per occurrence.

The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of Inkster.

- D. **Cancellation Clause:** Cancellation clause shall state not less than thirty (30) days after notice of cancellation is received by Inkster.

Inkster shall provide and keep in force during the term of this Agreement, law enforcement, general liability, and automobile liability coverage in an amount not less than \$5,000,000 per occurrence.

SECTION THIRTEEN

DISPUTE RESOLUTION

If a dispute arises between the Parties concerning any terms or conditions of this Agreement, the following procedure shall be utilized to resolve the dispute after providing written notice to the other Party:

- Step One: Meeting between the designated representatives listed in Section Ten within thirty (30) calendar days from the date of receipt of the written notice from the other Party.
- Step Two: Meeting between the Mayors within sixty (60) calendar days from the date of the meeting between the designated representatives listed in Step One.
- Step Three: Mediation.
- Step Four: Arbitration.

In the event that mediation occurs, the Parties shall mutually agree upon a Mediator. In the event arbitration occurs, the Parties shall mutually agree upon an Arbitrator. In the event the Parties are unable to agree on a Mediator or Arbitrator, then the applicable American Arbitration Association rules and procedures for choosing a Mediator or Arbitrator shall apply. Any decision by an arbitrator shall be legally binding and final. The Parties shall split equally the total cost of Mediators and Arbitrators and each Party shall bear their own costs incurred during the dispute resolution process.

SECTION FOURTEEN

INTEGRATION AND BINDING EFFECT

This Agreement sets forth the entire understanding of the Parties; further, this Agreement shall supersede and/or replace any oral or written agreement(s) relating to this subject matter entered into by the Parties before the date of this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor entity, which may assume the obligations of any Party hereto.

SECTION FIFTEEN

VALIDITY, HEADERS, AND DATES

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

The section and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

If any due date in this Agreement falls on a Saturday, Sunday, or legal federal holiday, the due date shall be the next regular business day.

SECTION SIXTEEN
GOVERNING LAW AND NON-DISCRIMINATORY SERVICES

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Michigan.

Dearborn shall not, while rendering services provided herein, favor the citizens and property of Dearborn to the detriment of citizens and property of Inkster.

Each Party shall remain legally responsible for compliance with or enforcement of any law, regulation, or ordinance, which that Party is obligated to comply with under federal, state, or local law.

SECTION SEVENTEEN
EXECUTION IN COUNTERPARTS

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION EIGHTEEN
AMENDMENTS AND ASSIGNMENTS

This Agreement may only be amended in writing by consent of the Parties hereto. This Agreement may not be assigned nor sublet in whole or in part by any Party without the prior written consent of the other Party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to either Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any Party to this Agreement.

SECTION NINETEEN
WAIVER

The waiver by any Party of any breach or breaches of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

SECTION TWENTY
RECITALS, SCHEDULES, AND EXHIBITS

The recitals, schedules, exhibits, and any appendices contained in the attached to this Agreement are hereby made a part of this Agreement and are incorporated in this Agreement by the respective references to them, whether or not they are actually attached.

SECTION TWENTY-ONE
TERMINATION

This Agreement shall not be terminated by either Party at any time during the Initial Term except for a default and in accordance with Section Seven of this Agreement. Thereafter, this Agreement may be

terminated by either Party during the Renewal Term by providing not less than One Hundred Eighty (180) calendar day's written notice to the other Party.

The notice of termination shall not relieve Inkster of its obligation to pay Dearborn as set forth herein or of Dearborn from its obligation to provide services as set forth herein during the notice period. The Parties may mutually agree to terminate this Agreement on other terms and conditions as provided for in a mutual termination agreement.

Unless terminated due to a default as provided in Section Seven, or terminated in accordance with a mutual termination agreement after the Initial Term, or terminated pursuant to a court order, upon written notice of termination during any Renewal Term, or written notice of non-renewal pursuant to Section Three of this Agreement, the following shall apply:

Inkster will continue to pay Dearborn for services and Dearborn shall continue to provide services until a transition has been completed separating Dearborn and Inkster police and fire dispatch services, not to exceed two (2) years from the date the terminating Party has provided notice to the non-terminating Party. The annual fee paid to Dearborn during the transition will increase in the same manner as an extension of the Agreement, as set forth in Section Five, paragraph C.

SECTION TWENTY-TWO TRANSITION PERIOD

If an agreement is reached prior to July 1, 2019, then each municipality shall remain responsible for funding its respective dispatch services until the Consolidation Date.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]**

SECTION TWENTY-THREE
ATTEST

The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this Agreement to which this signature page will be attached, and agrees to be a Party thereto and be bound by the terms thereof.

CITY OF DEARBORN:

Authorized Signature	Printed Signature	Date
C.R. No.:		

CITY OF INKSTER:

Authorized Signature	Printed Signature	Date
C.R. No.:		