

INKSTER CITY COUNCIL

March 18, 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 18, 2019
Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

4. Public Hearing

5. Consent Agenda

- A. March 4, 2019 Regular City Council Meeting Minutes.

Pg. 1

6. Boards and Commissions

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

Pg. 15

7. Previous Business

- A. Consideration and approval to convey three properties; 4500 Inkster Rd., 4360 Hickory and 4310 Middlebelt to the Inkster Housing Authority.

(Remove from the Table)

Pg. 22

8. Ordinance(s)

- A. First Reading(s)

- B. Second Reading(s)

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

Pg. 32

- 2. A ***second*** reading and ***approval*** 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.

Pg. 43

9. New Business

A. Discussion/Action: (Jerome Bivins) Consider authorizing the DPS to approve a contract in the amount of \$625,470.00 for Bidigare Contractors, Inc. for the construction of approximately 320 lineal feet of 24-inch bypass sewer, located in the Middlebelt Road just north of the Inkster Valley Golf Course entrance driveway, to restore the gravity flow in the existing 24-inch sewer. Additionally, requesting authorization to approve 25% contingency for unforeseen conditions, and to provide construction administration and inspection services. The total project cost is \$781,840.00.

Pg. 53

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

March 4, 20198
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, March 4, 2019

Prior to the Regular Council Meeting: City Council members discussed:
A. Agenda Discussion

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to go into Executive Session 7:03 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 adjourn the closed Executive Session at 7:30 p.m. Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:40 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 Reverend George Williams

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 Oden
to approve the agenda with the additions of item "B" under Previous Business,
the deletion of item "C" under New Business and the addition of item "E", "F",
"G" and "H" under New Business.
3-19-28R - Motion carried.

Presentations/Discussion

A. Divine Stand Dancers of Inkster

Public Hearings

A. A public hearing Inkster Nuisance Abatement Program (INAP) that would expedite blight elimination through rehabilitation and demolition.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to OPEN the public hearing on Inkster Nuisance Abatement Program (iNAP) that would expedite blight elimination through rehabilitation and demolition. Resolution 3-19-29R – Motion carried.

- **Shera Johnson** – Asked for Sharde Flemings contact number.
- **Shantel Wesley** – Asked if properties would be made available to residents.
- **Sharde Fleming** – Stated properties are made available to contractors thru the Inkster Neighborhood Stabilization Program.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to CLOSE the public hearing on Inkster Nuisance Abatement Program (iNAP) that would expedite blight elimination through rehabilitation and demolition. Resolution 3-19-30R – Motion carried.

B. A public hearing 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.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Mitchell to OPEN the public hearing 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. Resolution 3-19-31R – Motion carried.

Moved by Councilmember Oden, Seconded by Councilmember Mitchell to CLOSE the public hearing 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. Resolution 3-19-32R – Motion carried.

Consent Agenda

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

Moved by Mayor Pro Tem Williams, Seconded by Councilmember Chisholm to approve the Consent Agenda. Resolution 3-19-33R – Motion carried.

Boards and Commission

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

Moved by Councilmember Nolen, Seconded by Councilmember Oden to appoint Daryl Davis to the Planning Commission. Resolution 3-19-34R – Motion carried.

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 March 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. **(REMOVE FROM THE TABLE)**

Moved by Mayor Pro-Tem Williams, Seconded Councilmember Oden to REMOVE FROM THE TABLE 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. Resolution 3-19-35R – Motion carried.

Moved by Mayor Pro-Tem Williams, Seconded Councilmember Oden to APPROVE 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 3-19-36R – Motion carried.

- B. Discussion/Action: (Sharde Fleming) Consideration and approval to recommend all four engineering companies to be allowed to bid on project based engineering services.

Moved by Mayor Pro-Tem Williams, Seconded Councilmember Chisholm to approve to recommend all four engineering companies to be allowed to bid on project based engineering services. Resolution 3-19-37R – Motion carried. NAY: (Howard)

Ordinance(s)

A. First Reading(s)

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

B. Second Reading(s)

New Business

- A. Discussion/Action: (Darin Carrington) Consideration and approval of amendment to the General Fund budget revenues and expenditures for the Inkster SummerFest and the Summerfest dates of July 5th – 7th, 2019.

Moved by Mayor Pro-Tem Williams, Seconded Councilmember Oden to approve of amendment to the General Fund budget revenues and expenditures for the Inkster SummerFest and the Summerfest dates of July 5th – 7th, 2019 estimated amount is \$125,000.00 tax payer money will not be used.

Resolution 3-19-38R – Motion carried.

- B. Discussion/Action: (Sharde Fleming) Consideration 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.

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

Resolution 3-19-39R – Motion carried.

- ~~C. Discussion/Action: (Sharde Fleming) Consideration 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. (DELETED)~~

- C. 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.

Moved by Councilmember Chisholm, Seconded by Councilmember Oden to approve 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.

Resolution 3-19-40R – Motion carried.

NAY: (Williams)

- D. 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.

Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams to approve 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.

Resolution 3-19-41R – Motion carried.

- E. Discussion/Action: (City Council) Consideration and approval the 50th Annual Memorial Day Parade Street route closure on May 27, 2019.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve the 50th Annual Memorial Day Parade Street route closure on May 27, 2019.

Resolution 3-19-42R – Motion carried.

- F. Discussion/Action: (Sharde Fleming) Consideration and approval to convey three properties; 4500 Inkster Rd., 4360 Hickory and 4310 Middlebelt to the Inkster Housing Authority.

Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams to approve to TABLE to convey three properties; 4500 Inkster Rd., 4360 Hickory and 4310 Middlebelt to the Inkster Housing Authority.

Resolution 3-19-43R – Motion carried.

- G. Discussion/Action: (City Council) Consideration and approval of a \$17,000 expenditure from the general fund for the Middlebelt Annapolis sewer line to be unplugged.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve of a \$17,000 expenditure from the general fund for the Middlebelt Annapolis sewer line to be unplugged.

Resolution 3-19-44R – Motion carried.

- H. Discussion/Action: (City Council) Approval to vote in accordance with the vote taken in closed session. (Gardner)

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve of the vote taken in closed session. (Gardner)

Resolution 3-19-45R – Motion carried.

Public Participation

- **State Representative Jewell Jones** – Provided residents with a legislative update.
- **Oscar Arbulu of Congresswoman Rashida Talib Office** – Issued a congressional update.
- **Shirley Walker** – Announced the Divas and Dobbs to be held at the Booker Dozier Recreation Complex on March 23, 2019. She further stated she had Girl Scout cookies for sale.
- **Lucy Byrd** – Announced the Healthy Plant base class on March 24, 2019 from 3:00 p.m. until 6:00 p.m. located at 28537 Cherry Street.
- **Officer Lebo** – Announced that the Police Department is accepting applications for the Citizens Academy Class. She further announced Coffee with a Copy on March 20th at Gracie Pastaria.
- **Octavia Smith** – Announced Western Wayne Family Health Center services and the annual Chamber Mixer on March 26th.
- **Will Miller** – Asked about the neighborhood stabilization program.

City Clerk

- Announced if interested in running for Mayor or City Council to stop by the City Clerk's office to pick up you nominating petitions packet. She further announced the deadline is April 23, 2019 at 4:00 p.m.

City Treasurer

- No comments.

Mayor and Council

- **Councilwoman Mitchell** – Stated that Shirley Sharply will be celebrated as a seventy five year member of AKA. She announced the Annual Golden Age Reception April 14, 2019
- **Councilman Oden** – Stated residents are complaining regarding Avondale Street. He said they are asking for the street to be patched.
- **Councilwoman Watley** – Stated forms are available to be turned in for the 50th Annual Memorial Day Parade. She said the forms can be turned in to Parks and Recreation or the City Clerk's office.
- **Councilman Chishoim** – Thanked everyone for the Birthday wishes.
- **Councilwoman Howard** – Stated that laws surrounding Marijuana in Michigan are that you can be pulled over and given a Breathalyzer test. She asked residents to look at the Medical Marijuana laws before getting into a vehicle.
- **Mayor Pro-Tem Williams** – Stated March is reading month. He asked the Mayor and Council about the skating rink on Middlebelt. He further asked if the home on the corner of Beech Street can have salt thrown down when it is ice or snow so that cars do not run into the fence that is at that corner. He invited everyone to Shop Inkster.
- **Mayor Nolen** – Stated that the skating rink is not open because the owners have not complied with certain site plan issues that they need to address. He stated that he knows the calendar is three months late but asked residents to pay particular attention to the conceptual drawing on the cover. He stated the Black History event Joyful Noise was amazing. He lastly announced that Patricia Williams of the Stardust passed away and that he services would be held on Friday and Saturday at Pentecostal Church on Parkwood.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made By Councilmember Oden, Seconded by Mayor Pro-Tem Williams and carried, the Regular Council meeting of March 4, 2019 was adjourned at 9:05 p.m.



Felicia Rutledge, City Clerk
City of Inkster

CITY OF INKSTER
Boards & Commissions

AGING COMMISSION

Ordinances: 414,457 & 508

Exp. 08/20/20

Exp. 02/04/20

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
Vacant - (Employee Representative)
~~James White~~
- (Commission Appointment)

Exp. 6/18/15
Exp. 12/04/11

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

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

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

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

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

DOWNTOWN DEVELOPMENT AUTHORITY

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

4 Year Term	12 Members	State Law and Ordinances 587 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
Walter Bays (Elec. Cont.)		
Andrew Hughes (Adm. Official)		
Carlton Trouteaud (Rep. of Detroit Edison)		

ELECTION COMMISSION

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

4 Year Term

Council Member (most votes)

City Attorney

Tenure

City Clerk

Tenure

Catherine Morris (Mayor and Council appointee)

12/20

LaGina Washington (Mayor and Council appointee)

12/22

HOUSING AND REDEVELOPMENT

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

5 Year Term

6 Members

State Law and Ordinance 99

Caroline Smith

Exp. 03/19

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

Akindede Akinyemi

Exp. 2019

DeAndra Crystal-Rikay Watley

Exp. 2019

Dosye A. Thompson

Exp. 2019

Emmereal Shawn Wells

Exp. 2019

Ruth E. Williams

Exp. 2019

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term

7 Members

Ordinance: 603

Nell Harrison

Dist. 1

Exp. 3/21/18

Curtistine Barge

Dist. 2

Exp. 1/20/18

Brittni Abiolu

Dist. 3

Exp. 3/7/18

Olubisi B. Ajetunmobi

Dist. 4

Exp. 1/20/18

Vacant

Dist. 5

Barbara Cooper

Dist. 6

Exp. 5/2/18

Marie Jenkins

Mayoral

Exp. 1/20/18

March 4, 2019

Jason Kaye
Sandra K. Watley
Velma Overman

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 Welslo	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

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

3 Year Term 7 Members State Law and Ordinance 277

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

Nankin Transit

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

Mayor 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 Weislow (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

March 18, 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

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

March 18, 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
Vacant - (Employee Representative)
James White
- (Commission Appointment)

Exp. 6/18/15
Exp. 12/04/11

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

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

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

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

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

DOWNTOWN DEVELOPMENT AUTHORITY

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

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Connie R. Mitchell		Tenure
Martha Theis		Exp. 12/17/22
Angela Dodson		Exp. 02/19/22
Cynthia Adams (Secretary)		Exp. 12/17/22
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
Walter Bays (Elec. Cont.)		
Andrew Hughes (Adm. Official)		
Carlton Trouteaud (Rep. of Detroit Edison)		

ELECTION COMMISSION

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

4 Year Term

Council Member (most votes)

City Attorney

Tenure

City Clerk

Tenure

Catherine Morris (Mayor and Council appointee)

12/20

LaGina Washington (Mayor and Council appointee)

12/22

HOUSING AND REDEVELOPMENT

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

5 Year Term

6 Members

State Law and Ordinance 99

Caroline Smith

Exp. 03/19

Mable Stroman

Exp. 3/22

Ellis Clifton

Exp. 3/19

DaSalia Scott

Exp. 9/20 (Resident Housing)

George Williams

Exp. 10/19

INKSTER HISTORICAL COMMISSION

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

2 Year Term

7 Members

State Law and Ordinance 196

Theola Jones

Dist. 1

Exp. 02/06/19

Rhoda Littles

Dist. 2

Exp. 02/06/19

Ruth E. Williams

Dist. 3

Exp. 02/06/19

Vacant

Dist. 4

Vacant

Dist. 5

Jean Liddell

Dist. 6

Exp. 09/18/19

George Mitchell

Exp. 10/16/19

Gabe Henderson

Dist. ???

Exp. 08/20/20

LIBRARY BOARD

4 year term

Michael Wells

Exp. 2019

Akindele Akinyemi

Exp. 2019

DeAndra Crystal-Rikay Watley

Exp. 2019

Dosye A. Thompson

Exp. 2019

Emmereal Shawn Wells

Exp. 2019

Ruth E. Williams

Exp. 2019

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term

7 Members

Ordinance: 603

Nell Harrison

Dist. 1

Exp. 3/21/18

Curtistine Barge

Dist. 2

Exp. 1/20/18

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 18, 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

VACANT	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
VACANT	Dist. 5	Exp. 02/19/20
Connie R. Mitchell	Dist. 6	Exp. 09/05/19
Tonia Williams	Mayoral	Exp. 02/20/19
Shirley Hankerson	Mayoral	Exp. 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
Tiwan 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. 3/22
Timothy Williams (Mayor Pro-Tem)	Exp. 7/19
Mack Willis	Exp. 2/20
James Garrett	Exp. 09/20
William Ratliff (Vice-Chair)	Exp. 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	

March 18, 2019

Jason Kaye
Sandra K. Watley
Velma Overman

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 Welslo	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

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

3 Year Term 7 Members State Law and Ordinance 277

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

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 18, 2019

Mary Weislow (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: March 1, 2019

From: Sharde Fleming
Special Projects, Director

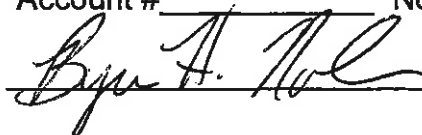
Date for Council Consideration: March 4, 2019

ACTION REQUESTED: Consider approval of offer to convey three structures: **4500 Inkster Rd.**, located on the west side of Inkster Rd. between Lehigh St. and Annapolis Ave. and is legally described as Lot 1 Demby Terraces Subdivision T2S, R9E, Liber 88, Pages 29, 30 (Property I.D. 44014050001000); **4360 Hickory St.** located on the west side of Hickory between Pine St. and Annapolis Ave. and is legally described as PART OF LOT 7 OF "DEMBY TERRACES SUBDIVISION", PART OF THE N.E. ¼ OF SECTION 36.T.2S., R.9E., CITY OF INKSTER, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 88 OF PLATS, PAGE 29, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE SOUTH LINE OF SAID LOT 7, S.89°47'00"W. 106.00 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID LOT 7, WHICH IS ALSO THE WEST LINE OF HICKORY STREET (50' WIDE), N.00°04'30"W. 127.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID LOT 7, N.89°47'00"E. 121.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7 AND THE WEST LINE OF SAID HICKORY STREET; THENCE ALONG SAID LINE, S.00°04'30"E. 127.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.31 ACRES OF LAND AND/OR 13,462.1 SF. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. (Property I.D.: Part of: 44 014 05 0007 000); **4310 Middlebelt Rd.** located on the west side of Middlebelt between Andover St. and Pine St. and legally described as PART OF NE N.E. 1/4 OF SECTION 35, T.2S., R.9E., CITY OF INKSTER, WAYNE COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF MIDDLEBELT ROAD, DISTANT S.89°35'19"W, 60.00 FEET (S.89°56'30"W. RECORDED) AND N.00°15'41"E. 725.00 FEET (N.00°05'30"E. RECORDED) FROM THE EAST 1/4 CORNER OF SAID SECTION 35; THENCE S.89°55'30"W. 140.00 FEET; THENCE N.00°05'30"E. 143.00 FEET TO A POINT ON THE SOUTH LINE OF PINE STREET (50' WIDE); THENCE ALONG THE SOUTH LINE OF SAID PINE STREET, N.89°55'30"E. 140 FEET (S.89°06'30"W. RECORDED) TO A POINT THE INTERSECTION OF THE SOUTH LINE OF SAID PINE STREET AND THE WEST LINE OF MIDDLEBELT ROAD (VARIABLE WIDTH); THENCE ALONG SAID WEST LINE OF MIDDLEBELT ROAD, S.00°15'41"W. 143.00 FEET (S.00°05'30"W. RECORDED) TO THE POINT OF BEGINNING. CONTAINING 0.46 ACRES OF LAND AND/OR 20,019.9 SF. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD (Property ID No.: Part of: 44 013 99 0001 000) without consideration to the Inkster Housing Authority.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND INFORMATION

Inkster Housing Authority has made application to obtain ownership of 4500 Inkster Rd., 4360 Hickory and 4310 Middlebelt Rd.

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-1(B) zoning district. This district requires 60 feet of frontage for a "buildable" lot--Parcel is 107 feet wide. As a result, the parcel is 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.

RESOLUTION

Authorization is hereby given for the sale of Consider approval of offer to convey three structures: **4500 Inkster Rd.**, located on the west side of Inkster Rd. between Lehigh St. and Annapolis Ave. and is legally described as Lot 1 Demby Terraces Subdivision T2S, R9E, Liber 88, Pages 29, 30 (Property I.D. 44014050001000); **4360 Hickory St.** located on the west side of Hickory between Pine St. and Annapolis Ave. and is legally described as PART OF LOT 7 OF "DEMBY TERRACES SUBDIVISION", PART OF THE N.E. ¼ OF SECTION 36.T.2S., R.9E., CITY OF INKSTER, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 88 OF PLATS, PAGE 29, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE SOUTH LINE OF SAID LOT 7, S.89°47'00"W. 106.00 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID LOT 7, WHICH IS ALSO THE WEST LINE OF HICKORY STREET (50' WIDE), N.00°04'30"W. 127.00 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID LOT 7, N.89°47'00"E. 121.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7 AND THE WEST LINE OF SAID HICKORY STREET; THENCE ALONG SAID LINE, S.00°04'30"E. 127.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.31 ACRES OF LAND AND/OR 13,462.1 SF. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. (Property I.D.: Part of: 44 014 05 0007 000); **4310 Middlebelt Rd.** located on the west side of Middlebelt between Andover St. and Pine St. and legally described as PART OF NE N.E. 1/4 OF SECTION 35, T.2S., R.9E., CITY OF INKSTER, WAYNE COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF MIDDLEBELT ROAD, DISTANT S.89°35'19"W, 60.00 FEET (S.89°56'30"W. RECORDED) AND N.00°15'41"E. 725.00 FEET (N.00°05'30"E. RECORDED) FROM THE EAST 1/4 CORNER OF SAID SECTION 35; THENCE S.89°55'30"W. 140.00 FEET; THENCE N.00°05'30"E. 143.00 FEET TO A POINT ON THE SOUTH LINE OF PINE STREET (50' WIDE); THENCE ALONG THE SOUTH LINE OF SAID PINE STREET, N.89°55'30"E. 140 FEET (S.89°06'30"W. RECORDED) TO A POINT THE INTERSECTION OF THE SOUTH LINE OF SAID PINE STREET AND THE WEST LINE OF MIDDLEBELT ROAD (VARIABLE WIDTH); THENCE ALONG SAID WEST LINE OF MIDDLEBELT ROAD, S.00°15'41"W. 143.00 FEET (S.00°05'30"W. RECORDED) TO THE POINT OF BEGINNING. CONTAINING 0.46 ACRES OF LAND AND/OR 20,019.9 SF. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD (Property ID No.: Part of: 44 013 99 0001 000) without consideration to the Inkster Housing Authority.

Complete closing on the property within thirty (30) days by paying the cost of recording the deed (\$54.00) 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:

Commonly Known As: 4310 Middlebelt, Inkster, MI 48141

TITLE SEARCH

Start Date: September 10, 2018

The land referred to in this search is situated in the City of Inkster, County of Wayne, State of Michigan, as follows:

SEE EXHIBIT A

Last grantee of record:

Village of Inkster, a Municipal Corporation

1. Easement granted to Michigan Bell Telephone Company recorded in Liber 33958, Page 194, Wayne County Records.
2. Terms, conditions and provisions which are recited in Resolutions recorded in Liber 14088, Page 192, and in Liber 14677, Page 1, Wayne County Records.
3. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
4. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
5. **PAYMENT OF TAXES:** Tax Parcel No.: 44-013-99-0001-000

2018 City Taxes are EXEMPT

2017 County Taxes are EXEMPT

Special Assessments: NONE

Copies of Documents

COUNTERSIGNED:
ATA National Title Group, LLC



Steven M. Greco
AUTHORIZED SIGNATORY

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

TITLE SEARCH - CONTINUED

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

TITLE SEARCH - CONTINUED

EXHIBIT "A"

The land referred to in this search is described as follows: City of Inkster, County of Wayne, State of Michigan

Part of the Northeast 1/4 of Section 35, Town 2 South, Range 9 East, described as: Beginning at a point on the West line of Middlebelt Road distant South 89 degrees 56 minutes 30 seconds West 60 feet and North 0 degrees 05 minutes 30 seconds East 510.82 feet from the East 1/4 corner of Section 35 and proceeding thence North 0 degrees 05 minutes 30 seconds East along said West line 357.18 feet, thence South 89 degrees 6 minutes 30 seconds West along the South line of Pine Street 633 feet, thence South 0 degrees 05 minutes 30 seconds West 351.92 feet, thence North 89 degrees 53 minutes 30 seconds East 536.28 feet to the point of beginning.

Commonly Known As: 4360 Hickory, Inkster, MI 48141

TITLE SEARCH

Date: September 10, 2018

The land referred to in this search is situated in the City of Inkster, County of Wayne, State of Michigan, as follows:

Lot 7, Demby Terraces Subdivision, according to the plat thereof as recorded in Liber 88, Pages 29 and 30 of Plats, Wayne County Records.

Last grantee of record:

The Village of Inkster, a Municipal Corporation

1. Terms, conditions and provisions which are recited in Declaration of Trusts recorded in Liber 15271, Page 417, and in Liber 46612, Page 1317, Wayne County Records.
2. Terms, conditions and provisions which are recited in Easement Agreement recorded in Liber 30049, Page 4104, Wayne County Records.
3. Easement to Comcast of Inkster LLC recorded in Liber 51633, Page 346, Wayne County Records.
4. Easement for public utilities over that portion of subject property included in the vacated alley as evidenced by instrument recorded in Liber 15037, Page 419, Wayne County Records.
5. Easements over subject property as shown on the recorded plat.
6. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 3031, Page 481, Register No. B-37641, Wayne County Records.
7. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
8. **PAYMENT OF TAXES:** Tax Parcel No.: 44-014-05-0007-000

2018 City Taxes are EXEMPT

2017 City Taxes are EXEMPT

Special Assessments: NONE

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

TITLE SEARCH - CONTINUED

Copies of Documents

COUNTERSIGNED:
ATA National Title Group, LLC



Steven M. Greco
AUTHORIZED SIGNATORY

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

File No : 82-18613058-SSP

Commonly Known As: 4500 Inkster, Inkster, MI 48141

TITLE SEARCH

Date: September 10, 2018

The land referred to in this search is situated in the City of Inkster, County of Wayne, State of Michigan, as follows:

Lot 1, Demby Terraces Subdivision, according to the plat thereof as recorded in Liber 88, Pages 29 and 30 of Plats, Wayne County Records.

Last grantee of record:

The Village of Inkster, a Municipal Corporation

1. Terms, conditions and provisions which are recited in Declaration of Trusts recorded in Liber 15271, Page 417, and in Liber 46612, Page 1317, Wayne County Records.
2. Terms, conditions and provisions which are recited in Easement Agreement recorded in Liber 30049, Page 4104, Wayne County Records.
3. Easement to Comcast of Inkster LLC recorded in Liber 51633, Page 346, Wayne County Records.
4. Easements for sewer in the instrument recorded in Liber 13630, Page 338, Wayne County Records.
5. Easements over subject property as shown on the recorded plat.
6. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 3031, Page 481, Register No. B-37641, Wayne County Records.
7. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
8. **PAYMENT OF TAXES:** Tax Parcel No.: 44-014-05-0001-000

2018 City Taxes are EXEMPT

2017 City Taxes are EXEMPT

Special Assessments: NONE

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

TITLE SEARCH - CONTINUED

Copies of Documents

COUNTERSIGNED:
ATA National Title Group, LLC



Steven M. Greco
AUTHORIZED SIGNATORY

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: March 4, 2019

From: Sharde Fleming
Special Projects, Director

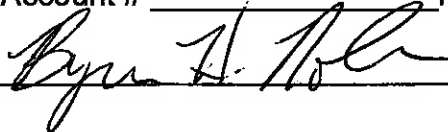
Date for Council Consideration: February 27, 2019

ACTION REQUESTED: A second reading and approval of 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 posterred 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 vary 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

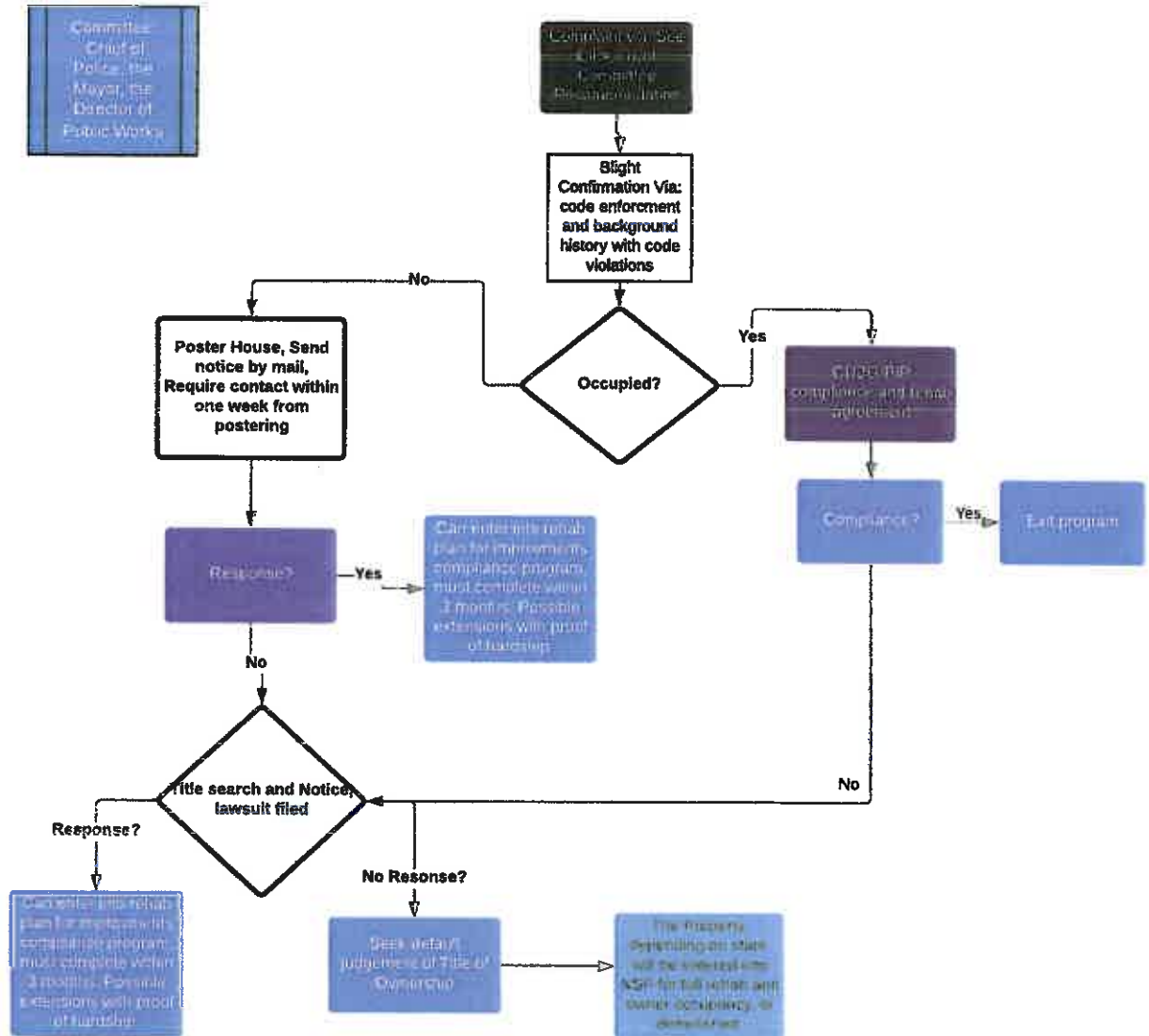
Nuisance enforcement for residential structures not involved in illegal-activity would occur as follows:

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.

Map Process Residential Blighted Structure Nuisance

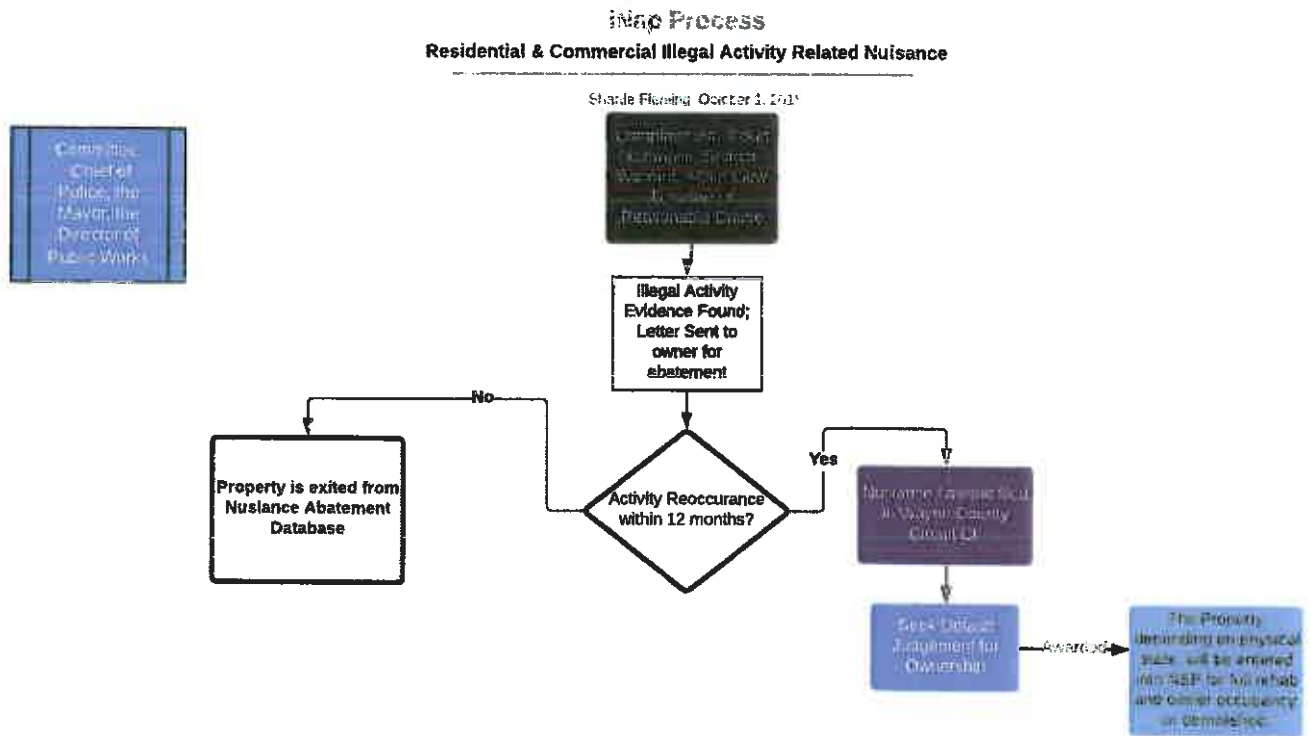
Kathryn Haier October 1, 2018



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.



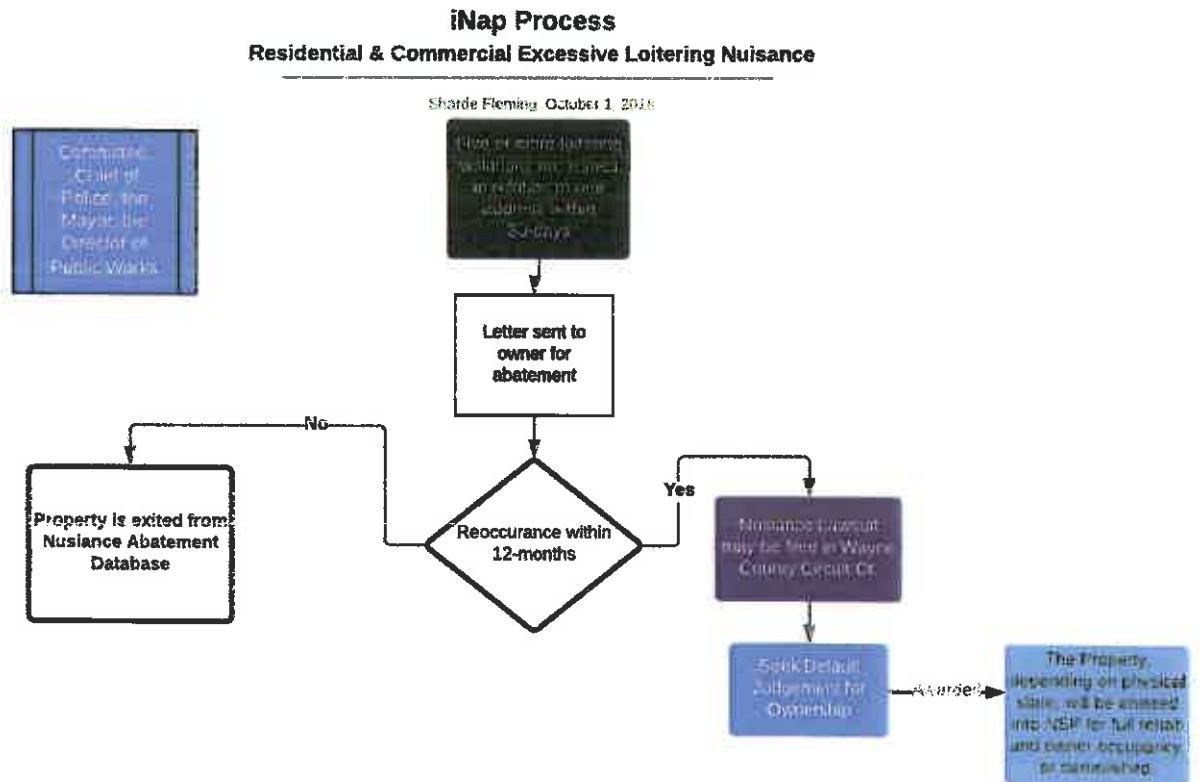
Residential & Commercial Excessive Loitering Nuisance

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: March 12, 2019

From: Bud Avery, DPS Superintendent Date for Council Consideration: March 18, 2019

ACTION REQUESTED: Council to offer a second reading and approval 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 second 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:

Second reading and approval of the text amendment will be held during the Council Meeting on March 18, 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 second reading and approval 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.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: March 11, 2019

From: Jerome Bivins, DPS Director

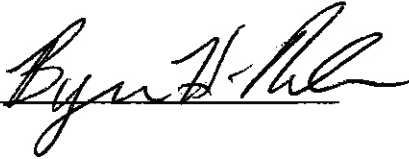
Date for Council's Consideration: March 18, 2019

ACTION REQUESTED: Consider authorizing the DPS to approve a contract in the amount of \$625,470.00 for Bidigare Contractors, Inc. for the construction of approximately 320 lineal feet of 24-inch bypass sewer, located in the Middlebelt Road just north of the Inkster Valley Golf Course entrance driveway, to restore the gravity flow in the existing 24-inch sewer. Additionally, requesting authorization to approve 25% contingency for unforeseen conditions, and to provide construction administration and inspection services. The total project cost is \$781,840.00.

Current Action ☒ X Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND:

The existing 24-inch sewer is not functioning as a gravity sewer as intended. This problem is causing the pumps at the Middlebelt CSO Control Facility to run constantly to push the dry weather sanitary sewage to flow, which would otherwise cause sewer backups. The MDEQ Permit requires the pumps can only be operated during and after rain events. Therefore, the use of the pumps to maintain dry weather sanitary flow is an MDEQ violation. Additionally, the constant pump operation is causing the pumps to wear out much faster than the normal service life. This project will allow restoring the gravity flow in the 24-inch sewer to allow sustained compliance of the CSO facility with MDEQ requirements.

The project was advertised on December 21, 2018 and a total of five (5) bids were received on Monday February 4, 2019 at 2:00 PM EST at the Inkster City Hall. The lowest responsive, responsible bidder is Bidigare Contractors, Inc.

SCOPE OF SERVICES:

The scope of services includes: Installation of approximately 320 lineal feet of 24-inch by-pass sewer using trenchless technologies; Installation of two receiving manholes; and Reconnection of the new bypass sewer back to the existing 24-inch sewer. In addition, the scope of work also included lining of existing 15-inch sewer that convey the sewage from 24-inch sewer to the interceptor sewer.

JUSTIFICATION:

The impairment in the functionality of the existing 24-inch sewer due to its misalignment is causing basin dewatering pumps be used to maintain the conveyance of dry weather flow. This is a violation of MDEQ permitting requirements. These pumps are designed to dewater the CSO basin after the wet weather event. This project will allow restoring the gravity flow in the 24-inch sewer as well as allow sustained compliance of the CSO facility with MDEQ requirements.

PROJECT IMPROVEMENTS:

Major benefit of this project include: (i) Maintain compliance of CSO facility with MDEQ requirements. (ii) Restore the gravity flow in the 24-inch sewer and save pumping costs; (iii) Protect the pumps from undue deterioration. In addition, the lining of the existing 15-inch sewer will improve its service life.

COSTS:

Total project costs \$781,840.00

PROJECED TIME TABLE:

April 1, 2019 through July 31, 2019

RESOLUTION:

Authorization is hereby given to the DPS to approve a contract in the amount of \$625,470.00 for Bidigare Contractors, Inc. for the construction of approximately 320 lineal feet of 24-Inch By-pass Sewer, located in the Middlebelt Road just north of the Inkster Valley Golf Course entrance driveway, to restore the gravity flow in the existing 24-inch sewer. Additionally, requesting authorization to approve 25% contingency for unforeseen conditions, and to provide construction administration and inspection services. The total project cost is \$781,840.00.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



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

2/28/2019

Jerome Bivins, Director
Department of Public Services
26900 Princeton
Inkster, MI 48141

Re: Middlebelt CSO Control Facility: 24-Inch Bypass Sewer
Bid Evaluation and Recommendations

Dear Mr. Bivins:

The "*Middlebelt CSO Control Facility: 24-inch Bypass Sewer*" project was advertised on Michigan Inter-Governmental Trade Network (MITN) beginning December 21, 2018. A total of five (5) bids were received on Monday February 4, 2019 at 2:00 PM EST at the Inkster City Hall. Following the receipt of the bid and after the closing of the bid period at 2:00 pm, all the bids were opened and read aloud for price. The following is a list of the five (5) bids:

Contractor	Bid Price
Bidigare Contractors, Inc.	\$625,470.00
D.V.M. Utilities, Inc.	\$649,520.00
Lawrence M. Clarke, Inc.	\$763,000.00
M-K Construction Company	\$825,000.00
Pamar Enterprises, Inc.	\$988,655.00

Benesch has reviewed and completed the evaluation of the Bids per City of Inkster Bidding requirements. In addition, Benesch had a follow-up meeting with Bidigare and his tunneling subcontractor to understand their methodology to ensure they can construct the sewer according to the plan and meet the tight line of grade required for this sewer. Based on Benesch's evaluation of the bids, follow-up meeting with the contractor and verification of their past work with provided references, the Bidigare Contractors, Inc. (Bidigare) bid has been identified as lowest responsive responsible bid. Bidigare has been determined as the Bidder Under Consideration for Award (BUCFA).

Bidigare has met all bidding requirements including acknowledgement of the issued addenda and bid submittal requirements listed in "Article 7: Attachments to This Bid" of Section C-410 Bid

2/28/2019

Jerome Bivins, Department of Public Services Director

Page 2 of 2



Form for Construction Contracts. Bidigare has demonstrated their ability to meet the minimum qualifications related to this work through satisfactory performance on other similar projects. Bid evaluation tabulations is attached to this letter for reference (See Attachment - A).

The engineer's estimate of probable construction cost was \$690,000 (See Attachment - B). Bidigare's bid of \$625,470 is 2.3% less than the engineer's estimate. The engineer's estimate of probable construction cost was developed using local industry's current average unit prices.

We recommend awarding this contract to Bidigare in the amount of \$625,470 as base contract. We also recommend that a separate Provisionary Allowance in the amount of \$93,820 (i.e. 15% of the base bid) be set aside to be used at the discretion of the City for unforeseen items, changed site conditions, and City of Inkster DPS directed changes during construction.

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

Very truly yours,

Alfred Benesch & Company

A handwritten signature in black ink, appearing to read 'Eric Tucker', written in a cursive style.

Eric Tucker, PE
Project Manager

Attachments: Bid Evaluation Tables

CC: Satish Madan, PE
Daniel Guastella, PE
File: 040039.00

ATTACHMENT – A
Bid Evaluation Tabulations

Project: Middlebelt CSO Control Facility - 24-inch By-pass Sewer, Inkster, Michigan
 Bid Opening Date: February 4, 2019 @ 2:00 P.M. at DPS Inkster
 Location: Office of DPS Director, City of Inkster
 Number of Bids Received: Five (5)

SUMMARY OF BIDS

No.	Company	*Bid Price	Bid Security	Acknowledge-Addenda	Signature Page	Evidence of Authority to do Business in Michigan	Contractor's License #	Qualification Statement with Supporting Documents	List of Project References	List of Subcontractors	List of Suppliers	Time - Bid Received
1	Bidigare Contractors, Inc.	\$ 625,470.00	Yes	Yes	Yes	Resolution of Corporate Authority signed by John Bidigare, VP and Secretary of the company	Referenced to list of projects performed in MI and Residential Builder License	Referenced to the list of projects performed in Michigan	Yes	Borecon, Inc., HESCO, Mersino Dewatering, Cougar Cutting, Spartan Barricading	ETNA Supply, HESCO	1:00 PM
2	D.V.M. Utilities, Inc.	\$649,520.00	Yes	Yes	Yes	Yes	N/A	Yes	Yes	HESCO, State Barricades-Traffic Control, and Construction Video Media - Preconstruction Video	ETNA Supply, Core & Main, HESCO	12:00 PM
3	Lawrence M. Clarke, Inc.	\$ 763,000.00	Yes	Yes	Yes	Not included	N/A	yes	Yes	GM & Son, HESCO, & D.F. Best Company's	Ferguson Waterworks, Mack Industries, & HESCO	12:50 PM
4	M-K Construction Company	\$ 825,000.00	Yes	Yes	Yes	Not Included	N/A	Yes	Yes	GM & Sons	No	1:45 PM
5	Pamar Enterprises, Inc.	\$988,655.00	Yes	Yes	Yes	Included MDOT Prequalification rating letter by MDOT	Yes	Yes	Yes	None listed; Own forces at time of bid	No	1:28 PM

* Engineer's Estimate = \$690,000

** Subsequent to bid submittal, Bidigare* requested to change their tunneling subcontractor from Lowe Construction Company to Borecon Tunneling, Inc. and provided their qualifications package. Benesch met with their new subcontractor, verified their past work with references as part of the bid evaluations.

Project: Middlebelt CSD Control Facility - 24-inch Bypass Sewer, Inlet, Michigan
 Bid Opening Date: February 4, 2019 @ 2:00 P.M. at DPS Inletster
 Location: Office of DPS Director, City of Inletster
 Number of Bids Received: Five (5)
 BID EVALUATION SHEET

Item #	Description	Units	Quantity	Bidigare Contractors, Inc.		D V M Utilities, Inc.		Lawrence M. Clarke, Inc.		M-K Construction Company		Pamer Enterprises, Inc.	
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	The Lump sum price shall constitute full compensation for all work as specified and shown in the drawings and as specified for "Middlebelt CSD Control Facility - 24-inch Bypass Sewer", complete except that work included for payment under items 2 through 6 below.	LS	1	N/A	\$565,470.00	N/A	\$600,020.00	N/A	\$708,000.00	N/A	\$710,000.00	N/A	\$920,295.00
2	Mobilization/Demobilization	LS	1	N/A	\$30,000.00	N/A	\$25,000.00	N/A	\$25,000.00	N/A	\$90,000.00	N/A	\$40,000.00
3	Sewer lining: 15-inch concrete sewer	LFT	30	\$600.00	\$18,000.00	\$350.00	\$10,500.00	\$600.00	\$18,000.00	\$500.00	\$15,000.00	\$557.00	\$16,710.00
4	Manhole lining: Existing MH-3 and MH-4 Manholes	EA	2	\$6,000.00	\$12,000.00	\$7,000.00	\$14,000.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00	\$5,825.00	\$11,650.00
TOTAL BID SUM =					\$ 625,470.00		\$ 649,520.00		\$ 763,000.00		\$ 825,000.00		\$ 988,655.00

ATTACHMENT - B
Engineer's Estimate

City of Inkster
Middle Belt CSO Control Facility - 24-inch By-pass Sewer
Engineering Cost Estimate

Item	Description	Quantity	Units	Unit Price	Budgetary Cost Estimate
1	Precondition Survey	1	LS	\$5,000	\$5,000
2	Install required excavation support and Protection System	2	EA	\$30,000	\$60,000
3	Site Dewaterings system	2	EA	\$3,500	\$7,000
4	24-inch Sewer (Trenchless Technologies)	350	LFT	\$750	\$262,500
5	Install 5'-0" diameter new Precast Manholes	2	EA	\$12,000	\$24,000
6	Install 24-inch connections from MH#1-A to MH -1 and from MH1- B to MH-2 (Hand excavation)	2	EA	\$30,000	\$60,000
7	Remove existing flow meter and salvage cables and conduits	1	LS	\$4,000	\$4,000
8	Install New Flow Meter	1	LS	\$10,000	\$10,000
9	Construct concrete Benching within the manholes and Collors outside the manholes	4	CYD	\$3,500	\$14,000
10	Restore existing MH#1 and MH #2 including new Manhole covers and Frames	2	ES	\$2,000	\$4,000
11	Earthwork (Backfill excavations)	250	CYD	\$12	\$3,000
12	Provide, Install and maintain required Traffic Controls	1	LS	\$12,000	\$12,000
13	Line 15-inch existing concrete Sewer	30	LFT	\$400	\$12,000
14	Manhole Lining (MH #3 and MH #4	2	ea	\$5,000	\$10,000
15	Restore Concrete Driveway	100	SYD	\$80	\$8,000
16	Restore Sidewalk	100	LFT	\$75	\$7,500
17	CCTV inspection	350	LFT	\$6	\$2,100
18	Soil Erosion and Sedimentation Control measures	1	LS	\$4,000	\$4,000
19	Grass Restoration (Loaming and Seeding)	800	SYD	\$8	\$6,400
Subtotal					\$515,500
General Conditions, Bonds and Insurance, and Provisionay Allowance					
A	Sub-Total				\$515,500
B	General Conditions (10%)				\$51,550
C	Mobilization, Bonds and Insurance (8% of A + B)				\$45,364
E	Contractor Overhead and Profit (15% of A)				\$77,325
TOTAL CAPITAL COST					\$689,739

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT**

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

THIS AGREEMENT is by and between CITY OF INKSTER, whose address is 26215 Trowbridge Rd., Inkster, Michigan 48141 ("Owner") and ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The intent of the project is to install 24-inch by-pass sewer adjacent to an existing 24-inch Sewer located within existing 60-inch RCP pipe. The proposed 24-inch sewer will divert the flow from the existing 24-inch sewer for approximately 300-feet stretch and connect back to the 24-inch sewer. This stretch of 24-inch sewer is not suitable to convey the flow by gravity requiring installation of new bypass were to convey the flow by gravity. The bypass sewer will be constructed on the west side of Middle-belt Road between the road curb and west R.O.W. line. The scope of work includes, but is not limited to, the following items:

1. Perform a pre-work survey to document existing conditions;
2. Apply, pay for and obtain all permits required for construction;
3. Provide all temporary utilities needed to perform the work;
4. Protection of existing utilities and services in the area of work;
5. Provide and install all required excavation support(s) and protection to install new manholes, and remove such support(s) upon completion of construction;
6. Provide all required dewatering;
7. Provide and install 24-inch diameter bypass sewer using trenchless technologies;
8. Provide and install (2) new precast concrete sanitary manholes at the locations shown and per the details on the drawings;
9. Connect the new bypass sewer to existing 24-inch sewer at two locations as shown on the plans;
10. Remove existing flowmeter located on upstream side of MH#2 and provide and install new flow meter, transducers, and control unit downstream of MH #2;
11. Line existing 15-inch concrete sewer between existing MH-3 and MH-4 manholes; and line existing MH-3 and MH-4 manholes as shown on the plans;
12. Maintain continuous operation of existing 24-inch combined sewer during construction;
13. Maintain access to all residences, businesses and Inkster valley Golf course for the duration of construction;
14. Provide, install and maintain all required traffic controls and signage, and remove such controls upon completion of construction;
15. Provide, install and maintain all soil erosion and sedimentation control devices, and remove such devices upon establishment of vegetation or completion of construction (as applicable);
16. Backfill excavation pits and Restore all disturbed areas 'in-kind' with new materials (including staging areas);
17. Restore all removed/damaged pavements, driveways, curbing and sidewalks 'in-kind- with new materials;

18. Perform CCTV inspection of the new 24-inch bypass sewer and 15-inch existing lined sewer as indicated on the plans and in the specifications.

All workmanship and materials must be in accordance with the City of Inkster Standards and the project plans and specifications.

Contractor must provide all labor, equipment, materials and incidentals to perform all work shown on the plans and in the specifications.

The project will be considered substantially complete when the following items have been constructed and accepted as complete: new manholes, sewer cleaning, and concrete pavement (including sidewalk) restoration.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Middle Belt CSO Control Facility - 24-inch Bypass Sewer, City of Inkster**

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed by the date outlined by Article 6 of the Bid Forms, when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by the date outlined by Article 6 of the Bid Forms section.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **first** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **Ninety (90)** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **Twenty (20)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five (95) percent of the Work completed, less such

amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **one hundred (100)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 520-01 to 520-07, inclusive).
 - 2. General Conditions (pages 700-01 to 700-64, inclusive).
 - 3. Supplementary Conditions (pages 800-01 to 800-20, inclusive).
 - 4. Specifications as listed in the table of contents of the Project Manual.
 - 5. Drawings (not attached but incorporated by reference) consisting of 22 sheets with each sheet bearing the following general title: Middlebelt CSO Control Facility: 24-inch Bypass Sewer.
 - 6. Addenda (inclusive).
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 410-01 to 410-10, inclusive).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – TERMINATION

9.01 *Termination for Convenience*

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

ARTICLE 10 – MISCELLANEOUS**10.01 Terms**

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

10.06 *Other Provisions*

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

This Agreement will be effective on 01/01/2025 (Effective Date of the Contract).

1.

CONTRACTOR:

By:

Title:

Attest:

Title:

Inkster, MI 48141

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

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: March 11, 2019

From: Jerome Bivins, DPS Director Date for Council's Consideration: March 18, 2019

ACTION REQUESTED: Consider authorizing the DPS to approve a contract in the amount of \$625,470.00 for Bidigare Contractors, Inc. for the construction of approximately 320 lineal feet of 24-inch bypass sewer, located in the Middlebelt Road just north of the Inkster Valley Golf Course entrance driveway, to restore the gravity flow in the existing 24-inch sewer. Additionally, requesting authorization to approve 25% contingency for unforeseen conditions, and to provide construction administration and inspection services. The total project cost is \$781,840.00.

Current Action ☒ X Emergency ☐ Future ☐

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

Mayor's Approval _____

BACKGROUND:

The existing 24-inch sewer is not functioning as a gravity sewer as intended. This problem is causing the pumps at the Middlebelt CSO Control Facility to run constantly to push the dry weather sanitary sewage to flow, which would otherwise cause sewer backups. The MDEQ Permit requires the pumps can only be operated during and after rain events. Therefore, the use of the pumps to maintain dry weather sanitary flow is an MDEQ violation. Additionally, the constant pump operation is causing the pumps to wear out much faster than the normal service life. This project will allow restoring the gravity flow in the 24-inch sewer to allow sustained compliance of the CSO facility with MDEQ requirements.

The project was advertised on December 21, 2018 and a total of five (5) bids were received on Monday February 4, 2019 at 2:00 PM EST at the Inkster City Hall. The lowest responsive, responsible bidder is Bidigare Contractors, Inc.

SCOPE OF SERVICES:

The scope of services includes: Installation of approximately 320 lineal feet of 24-inch by-pass sewer using trenchless technologies; Installation of two receiving manholes; and Reconnection of the new bypass sewer back to the existing 24-inch sewer. In addition, the scope of work also included lining of existing 15-inch sewer that convey the sewage from 24-inch sewer to the interceptor sewer.

JUSTIFICATION:

The impairment in the functionality of the existing 24-inch sewer due to its misalignment is causing basin dewatering pumps be used to maintain the conveyance of dry weather flow. This is a violation of MDEQ permitting requirements. These pumps are designed to dewater the CSO basin after the wet weather event. This project will allow restoring the gravity flow in the 24-inch sewer as well as allow sustained compliance of the CSO facility with MDEQ requirements.

PROJECT IMPROVEMENTS:

Major benefit of this project include: (i) Maintain compliance of CSO facility with MDEQ requirements. (ii) Restore the gravity flow in the 24-inch sewer and save pumping costs; (iii) Protect the pumps from undue deterioration. In addition, the lining of the existing 15-inch sewer will improve its service life.

COSTS:

Total project costs \$781,840.00

PROJECED TIME TABLE:

April 1, 2019 through July 31, 2019

RESOLUTION:

Authorization is hereby given to the DPS to approve a contract in the amount of \$625,470.00 for Bidigare Contractors, Inc. for the construction of approximately 320 lineal feet of 24-Inch By-pass Sewer, located in the Middlebelt Road just north of the Inkster Valley Golf Course entrance driveway, to restore the gravity flow in the existing 24-inch sewer. Additionally, requesting authorization to approve 25% contingency for unforeseen conditions, and to provide construction administration and inspection services. The total project cost is \$781,840.00.

Resolved by _____

Seconded by _____

Yes:

No:

Absent: