

INKSTER CITY COUNCIL

April 1, 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

April 1, 2019
Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

- A. Inkster Beautification Committee – Toni Bailey

4. Public Hearing

5. Consent Agenda

- A. March 18, 2019 Regular City Council Meeting Minutes.
- B. Allen Brother's and Attorney's PLLC Invoice 33,187.50

Pg. 1

Pg.6

6. Boards and Commissions

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

Pg. 7

7. Previous Business

- A. Consideration to approve the LeAnna Hicks Public Library ballot language to be placed on the August 6, 2019 ballot.

(Remove from the Table)

Pg. 14

8. Ordinance(s)

- A. First Reading(s)

- B. Second Reading(s)

9. New Business

- A. Discussion/Action: (Sharde Fleming) Consider authorizing Consider approval of offer to purchase (Case # LD 19-4) one (1) vacant residential lot which is located on the south side of Trowbridge Ave. between John Daly Rd. and Bayhan Ave. and is legally described as 30D159 LOT 159 WESTWOOD SUB OF J. W. DALY FARM T2S

R10E L41 P19 WCR (Property I.D. 44 020 02 0159 000) in the amount of \$250.00 to Dorian Bankhead.

Pg. 18

- B. Discussion/Action: (Sharde Fleming) Consider approval of offer to purchase (Case # LD 19-5) four (4) vacant commercial lots which are located on the west side of Inkster Rd. between Glenwood St. and Northwood Dr. and are legally described as 24P135A LOT 135 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0135 001), 24P134A LOT 134 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0134 001), 24P133A LOT 133 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0133 001), and 24P117A--132A LOTS 117 TO 132 INCL EXC E 7FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0117 001), in the amount of \$3500.00 to Sonya Hickey.

Pg. 28

- C. Discussion/Action: (Jerome Bivins) Consider authorizing administration to enter into a contract with Progressive Sweeping Contractor Inc. the lowest bidder to provide street sweeping in the City of Inkster.

Pg. 46

- D. Discussion/Action: (Jerome Bivins) Consider authorizing administration to enter into three agreement with the following vendor Aielli Construction; Bidgar and CPI Excavating to provide as needed basis to assist in water main breaks and sewer repair on an on call services.

Pg. 55

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

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

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

- A. Agenda Discussion
- B. Discussed the Pat Williams

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to go into Executive Session 7:10 p.m. to discuss pending litigation, personnel and land sales in accordance with MCL 15.286 (e). Motion carried unanimously

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden adjourn the closed Executive Session at 7:40 p.m. Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:45 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 Hearn

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-Williams, Seconded by Councilmember Chisholm
to approve the agenda with added items "B" under New Business.
3-19-46R - Motion carried.**

Presentations/Discussion

Public Hearings

Consent Agenda

A. March 4, Regular City Council Meeting Minutes.

**Moved by Councilmember Chisholm, Seconded by Councilmember Howard to approve the Consent Agenda.
Resolution 3-19-47R – Motion carried.**

Boards and Commission

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

**Moved by Councilmember Oden, Seconded by Councilmember Chisholm to appoint Carolyn Smith to the Inkster Housing Authority.
Resolution 3-19-48R – Motion carried.**

Nomination:

1. Jason Turner – Parks & Recreation

Previous Business

A. 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 Oden, Seconded Councilmember Howard to REMOVE FROM THE TABLE approval to convey three properties; 4500 Inkster Rd, 4360 Hickory and 4310 Middlebelt to the Inkster Housing Authority.
Resolution 3-19-49R – Motion carried.**

**Moved by Councilmember Mitchell, Seconded Councilmember Howard to APPROVE to convey three properties; 4500 Inkster Rd, 4360 Hickory and 4310 Middlebelt to the Inkster Housing Authority with the condition if Inkster Housing is dissolved or removed the property reverts back to the City of Inkster.
Resolution 3-19-50R – Motion carried.**

**Moved by Councilmember Mitchell, Seconded by Councilmember Howard to RESCIND to convey three properties; 4500 Inkster Rd, 4360 Hickory and 4310 Middlebelt to the Inkster Housing Authority with the condition if Inkster Housing is dissolved or removed the property reverts back to the City of Inkster.
Resolution 3-19-51R – Motion carried.**

Ordinance(s)

A. First Reading(s)

• B. Second Reading(s)

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

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve of a second reading and the approval of the Inkster Nuisance Abatement Program (INAP) that would expedite blight elimination through rehabilitation and demolition.

Resolution 3-19-52R – Motion carried.

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 Ordinances.

Moved by Councilmember Chisholm, Seconded by Mayor Pro-Tem Williams to approve of a second reading and the 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 Ordinances.

Resolution 3-19-53R – Motion carried.

New Business

- A. Discussion/Action: (Jerome Bivins) Consideration and approval 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.

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

Resolution 3-19-54R – Motion carried.

- B. Discussion/Action: (Jerome Bivins) Consideration and approval to **TABLE** to approve the LeAnna Hicks Public Library ballot language to be placed on the August 6, 2019 ballot.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to **TABLE to approve the LeAnna Hicks Public Library ballot language to be placed on the August 6, 2019 ballot.**

Resolution 3-19-55R – Motion carried.

Public Participation

- **Zack Eversole** – Stated he would like to start a community garden.
- **Officer Lebo** – Announced Pizza with a Cop at Gracie's on March 20, 2019 at 6:00 p.m. She additionally announced the Easter Egg Hunt on April 13, 2019 at the Booker Dozier Recreation Complex, the Leadership Academy beginning June 23, 2019 and lastly the National Night Out on August 6, 2019.
- **Andrew Savage** – Stated he had concerns with the Fire Department regarding care when they are called for his elderly father.
- **Shirley Walker** – Announced Diva's and Dobbs at the Booker Dozier on March 23, 2019.
- **Mary McClendon** – Gave updates regarding Commissioner Glen Anderson. She stated that the Commissioner is in support of the

City Clerk

- No Comments.

City Treasurer

- No Comments.

Mayor and Council

- **Councilman Oden** – Had concerns regarding potholes in the city.
- **Councilman Chisholm** – Stated a street light is out at 751 Patterson Court. He stated a water main break was recently repaired at Monticello and he had an opportunity to see exactly how DPS repairs those types of water mains. He congratulated Chief Riley on his Silver Beaver award.
- **Councilwoman Mitchell** – Stated she is concerned how the community looks to surrounding communities. She asked that the Pawn Shop have the grass cut and the building be painted. She announced the Top Ladies Senior event on April 14, 2019.
- **Councilwoman Watiey** – Announced that Nu-Step is hosting a chili cook off and that the entry fee is \$5.00. She said that Nu-Step contributes every year to the I-Can Candy Convoy. She asked any Veteran that would like to participate in the Memorial Day Parade to contact her or Albert Backey at Parks and Recreation. She lastly stated that Juneteenth is coming up and some of the vendors for Black History Month would like to participate in a program.
- **Mayor Pro-Tem Williams** – Thanked Pastor Hearn's for doing the prayer and congratulated him on his sixth year anniversary. He stated the LeAnna Hicks Library would be having a membership drive. He said the library will also be hosting a healthy eating seminar and focusing on a plant based diet. He lastly announced his Town Hall Meeting/District meeting on Thursday, March 21, 2019.
- **Mayor** – Congratulated Pastor Hearn for his sixth year anniversary.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made By Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm and carried, the Regular Council meeting of March 18, 2019 was adjourned at 8:55 p.m.



Felicia Rutledge, City Clerk
City of Inkster

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

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

Page: 1
03/15/2019
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	\$6,000.00
Municipal Legal Services	\$2,525.00
Labor	\$5,487.50
Litigation	\$19,175.00
Total Invoice for December, 2018	\$33,187.50

April 1, 2019

CITY OF INKSTER
Boards & Commissions

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

AGING COMMISSION

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

2 Year Term

9 Members

Ordinances: 414,457 & 508

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

Tenure

Rochelle Wells

Exp. 8/06/20

Doris Horne

Exp. 08/06/20

Henry Wade

Exp. 08/06/20

Toni Bailey

Exp. 07/07/19

Vacant

Exp. 01/17/20

Gabe Henderson

Exp. 08/06/20

Jean Liddell

Exp. 08/06/20

Iris Long

Exp. 01/17/20

June Patter son

Exp. 01/17/20

Debra Owens

Exp. 05/21/20

Chuck Coleman

Exp. 08/20/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non Voting

William Miller

Exp. 03/05/2019

Gina Triplett (Alternate)

Exp. 03/05/2019

Lenoria Warmack

Exp. 03/06/2019

Ned Sanders

Exp. 02/04/20

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey

Exp. 07/16/20

Kathleen Gibbs

Exp. 02/06/19

Gabe Henderson

Exp. 02/18/21

Avis Love

Exp. 11/6/19

George Williams

Exp. 11/6/19

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

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Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

April 1, 2019

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
Hersey Bryant, (C)
Horace Wells

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

CABLE TELEVISION COMMISSION

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

3 Year Term

9 Members

Ordinances 593 and 609

Vacant

Troy Seaton Dist. 1

Leon Houston Dist. 2

Vacant Dist. 3

Octavia Smith Dist. 4

Thelma Jean Overman Dist. 5

Connie R. Mitchell Dist. 6

Sandra Watley **Mayoral**

Steven Chisholm At-Large

Ex. Officio

Exp. 01/17/20

Exp. Served Notice; Returned

Exp.

Exp. 07/03/20

Exp. 02/06/20

Exp. 02/04/22

Exp. 01/03/20

Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden

Exp. 6/18/15

Vacant - (Employee Representative)

~~James White~~

Exp. 12/04/11

- (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

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

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

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. 03/24
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	

April 1, 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
Tiwain Smith	Mayoral	Exp. 3/7/18

PLANNING COMMISSION

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

3 Year Term

9 Members

State Law and Ordinance 33

Marcus Hendricks (Council appointee)	Exp. 12/18
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 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	

Fire Rep
City Council Rep Exp. 12/18
Board of Trustee Rep

April 1, 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

**RESOLUTION TO APPROVE LIBRARY BALLOT
LANGUAGE PROPOSAL**

At a meeting of the of City Council of the City of Inkster, County of Wayne, Michigan,
held at the Leanna Hicks Public Library on the ____ day of March 2019 at ____ p.m.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____
and seconded by _____.

WHEREAS, the Leanna Hicks Public Library of Inkster ("Library") is a city library
organized under 1877 PA 164 ("PA 164") serving the residents of the City of Inkster ("City");
and

WHEREAS, as required by Section 10c of PA 164, the Library Board may determine by
resolution that, if a previously authorized millage was approved for a specific number of years,
the millage should be renewed and also may determine if additional funding is necessary; and

WHEREAS, previously, voters in the City approved a total millage in the amount of 2.0
mills for a period of ten (10) years and that millage expires in 2019; and

WHEREAS, the millage has not been rolled back and the Library Board desires to ask
voters for a renewal of 2.0 mills for an additional ten (10) years beginning with the 2020 levy;
and

WHEREAS, the Library Board has determined that placing the millage request on the ballot at the August 6, 2019 election is in the best interest of the health, safety and welfare of the City residents; and

WHEREAS, as required by Section 10c of PA 164, once approved by the Library Board, the question of renewing the millage shall be placed on the ballot for approval at the next regular election for the City; and

WHEREAS, the question of approving the millage, beginning with the 2020 levy, shall be placed on the ballot at the election occurring on August 6, 2019.

THEREFORE, the City Council of the City of Inkster, County of Wayne, Michigan, resolves as follows:

1. The Library Board determined that the amount of money necessary for the support and maintenance of the Library must be renewed and increased in the total amount of 2.0 mills for an additional 10 years.

2. To that end, the Library Board has approved or will soon approve a resolution to present a millage proposal to the electors of the City at the August 6, 2019 election ("Library Resolution"). The millage proposal is included as Exhibit A to this Resolution. Once approved, the Library Board will forward the Library Resolution to the City Clerk.

3. The City Council certifies that the ballot language attached as Exhibit A shall be placed on the ballot at the August 6, 2019 election.

4. The City Clerk is authorized and directed to promptly submit this Resolution and the Library Resolution, along with the ballot language attached as Exhibit A, to the Wayne County Clerk and file it with the City Clerk's office so that the attached millage proposal may be presented to voters at the August 6, 2019 election.

P16

EXHIBIT A

LIBRARY MILLAGE RENEWAL PROPOSAL

Shall the previously authorized increase in tax limitation on all taxable property in the City of Inkster, County of Wayne, that expires in 2019 be renewed and the City be authorized to levy an amount not to exceed 2.0 mills (\$2.00 on each \$1,000 of taxable value) against all taxable property for a period of ten (10) years, 2020 to 2029, inclusive, for the purpose of operating, maintaining, constructing, equipping and funding the Leanna Hicks Public Library of Inkster or any other library purposes authorized by law? The estimate of the revenue the City will collect in the first year (2020) if the millage is approved and levied by the City is approximately \$399,000. By law, revenue from this millage will be disbursed to the Leanna Hicks Public Library of Inkster and revenue from this millage may also be subject to capture by the City of Inkster Brownfield Redevelopment Authority.

Yes

No

80140:00001:4120497-1

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: March 22, 2019

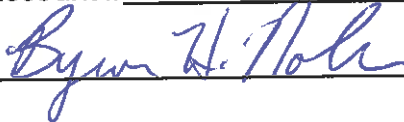
From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: April 1, 2019

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

Current Action X Emergency Future

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

Mayor's Approval 

BACKGROUND INFORMATION

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

SCOPE OF SERVICES

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

JUSTIFICATION

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

PROJECT OR IMPROVEMENT TASK

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

COST

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

RESOLUTION

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

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

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

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received 9-17-18
Date Received 9-17-18
Case # 19-4

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

19-4

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name **DORIAN WADE BANKHEAD**
Applicant's Address **26403 TROWBRIDGE INKSTER MICHIGAN 48141**
Applicant's Phone Number: **313 948-8269**
Proposed Owner's Name (as indicated on deed): **DORIAN WADE BANKHEAD**

PROPERTY INFORMATION -- Purchase Offer \$250.00

Property Location: **SOUTH SIDE** Street/Avenue
Between Street/Avenue and **MICHIGAN AVE** and **DUNNING** Street/Avenue
Tax ID, Legal Description, and Address if Structure **26411 TROWBRIDGE 44020020159000**
30D159 LOT 159 WESTWOOD SUB OF J.W. DALY FARM T2S R10E L41 P19 WCR

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

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

Summary of Proposed Use: **Additional Property Next to House.**
Use additional sheets as needed **THIS LOT IS NEXT DOOR TO THE BUYERS HOME AND HE WOULD LIKE TO HAVE THE ADDITIONAL SPACE.**

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

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

Dorian Bankhead
Applicant's Signature

9-5-18
Date

[Signature]
Broker's Name



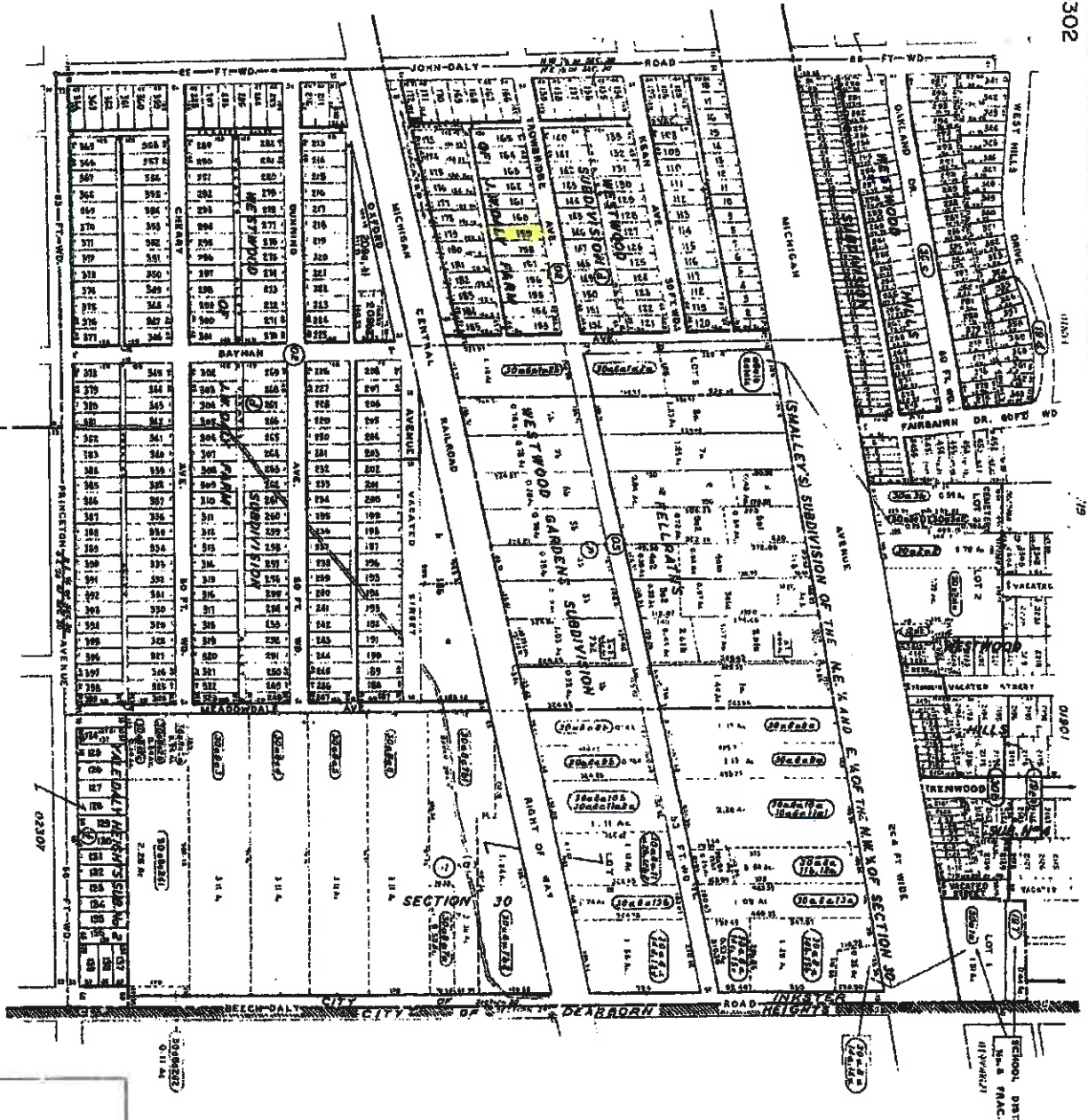
LETTER OF GOOD STANDING

Date: 9-5-2018

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

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

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



N.E. 1/4 SECTION 30,
 T. 2 S. R. 10 E.
 WAYNE COUNTY, MICHIGAN
 SCALE 1" = 200' FEET
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ASSESSMENT AND EQUALIZATION DIVISION
 © 2005 COUNTY OF WAYNE, STATE OF MICHIGAN
 ALL RIGHTS RESERVED. NO PART OF THIS PUBLICATION
 MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM
 OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,
 INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY
 INFORMATION STORAGE AND RETRIEVAL SYSTEM,

Google Maps

26411 Trowbridge St

44020020159000



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



26411 Trowbridge St

Inkster, MI 48141

7PV2+FJ Inkster, Michigan

Photos

CITY OF INKSTER PURCHASE AGREEMENT

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

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

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

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

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

SALE OF PROPERTY

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

PURCHASE PRICE

1. The Purchaser shall pay the Sum of TWO HUNDRED AND FIFTY Dollars (\$250.00) USD for the aforesaid property as follows:

CLOSING

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

ADDITIONAL CONDITIONS (If Any):

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

Purchasers Initials: DB

Sellers Initials: _____

PURCHASER:

By: Dorian Bankhead L.S.

By: _____ L.S.

Its: _____

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

IN PRESENCE OF:

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

Dated: Sept 5/2018

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

SELLERS:
CITY OF INKSTER

By: _____ L.S.

Its: _____

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

IN PRESENCE OF:

Purchaser

Dated: _____ X _____ L.S.
Purchaser

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

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: March 26, 2019

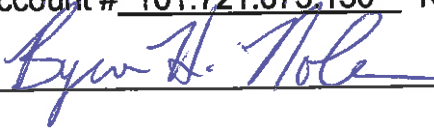
From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: April 1, 2019

ACTION REQUESTED: Consider approval of offer to purchase (Case # LD 19-5) four (4) vacant commercial lots which are located on the west side of Inkster Rd. between Glenwood St. and Northwood Dr. and are legally described as 24P135A LOT 135 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0135 001), 24P134A LOT 134 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0134 001), 24P133A LOT 133 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0133 001), and 24P117A-132A LOTS 117 TO 132 INCL EXC E 7FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0117 001), in the amount of \$3500.00 to Sonya Hickey.

Current Action X Emergency Future

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

Mayor's Approval 

BACKGROUND INFORMATION

Sonya Hickey has made the application to purchase four (4) vacant commercial lots which are located on the west side of Inkster Rd. between Glenwood St. and Northwood Dr. and are legally described as 24P135A LOT 135 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0135 001), 24P134A LOT 134 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0134 001), 24P133A LOT 133 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0133 001), and 24P117A-132A LOTS 117 TO 132 INCL EXC E 7FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0117 001). Ms. Hickey has owned 1356 Inkster Rd since 2011 and has fallen behind on tax payments. She is currently on a payment plan.

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 parcels are located in the B-2 zoning district. The first three lots are not buildable, while the 4th lot (Property I.D. 44 006 01 0117 001), is buildable. The parcels are proposed to be used for the adjacent building, which is to be a daycare.

PROJECT OR IMPROVEMENT TASK

1. Develop a plan to address the City's current debt and legacy costs.

2. Improve and promote the image of Inkster.

COST

The applicant has deposited \$2000.00 for the lot for and is offering the total purchase price of \$3500.00.

RESOLUTION

Authorization is hereby given for the sale of four (4) vacant commercial lots which are located on the west side of Inkster Rd. between Glenwood St. and Northwood Dr. and are legally described as 24P135A LOT 135 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0135 001), 24P134A LOT 134 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0134 001), 24P133A LOT 133 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0133 001), and 24P117A--132A LOTS 117 TO 132 INCL EXC E 7FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0117 001) in the amount of \$3500.00 for the lots to Sonya Hickey, subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$1500.00), paying the cost of recording the deed (\$18.00), entering into a purchase agreement and executing a property transfer affidavit.

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

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received 2-5-19
Date Received _____
Case # 19-5

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Sonya Hickey

Applicant's Address 7147 Coral Dr. Romulus, Michigan 48174

Applicant's Phone Number: 313-207-0012 - 313 740 3944

Proposed Owner's Name (as indicated on deed): Sonya Hickey

PROPERTY INFORMATION -- Purchase Offer \$3500

Property Location: on west side of Inkster Rd. Street/Avenue

Between Northwood Street/Avenue and Glenwood Street/Avenue

Tax ID, Legal Description, and Address if Structure 44006010135001 size 19x94,
44006010134001 size 20x94

44006010133001 size 18x94 And 44006010117001 size 315x94

Parcel Size: (Width) Above X (Length) Above Current Zoning 3 Lots are zoned Other and
one Lot is zoned Commercial

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

Summary of Proposed Use: Additional Land next to building that is going to be used for the
Daycare

Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$2000.00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

Sonya Hickey
Applicant's Signature

2-4-19
Date

Stephan Zyl
Broker's Name

CITY OF INKSTER

PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this 4th day of February, 2019, by and between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141, ("Seller") and Sonya Hickey, located at 7147 Coral Dr. Romulus, Michigan 48174, ("Purchaser"):

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

Parcel ID: 44006010135001, 44006010134001, 44006010133001 and 44006010117001

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

CONDITIONS OF SALE OF PROPERTY

1. The Seller will execute a Quit Claim for the aforementioned property, within thirty (30) days of approval by the Inkster City Council. Upon Closing of the aforesaid property, a Quit Claim Deed will be submitted to the Wayne County Register of Deeds for recording at the Purchaser's expense.
2. The aforementioned property is sold in "As Is Condition" and the Seller makes no warranties, representations or guarantees as to the condition of the aforementioned property. This provision also applies to property identified as condemned, dangerous, or uninhabitable.
3. The Purchaser shall obtain a Certificate of Occupancy prior to occupying the structure.
4. The Purchaser shall make application for a Certificate of Occupancy or Vacant Property Registration within forty-five (45) days of purchase.
5. The Purchaser, at its own expense, shall be responsible for obtaining a policy of title insurance, hazard insurance, all necessary permits to bring the property into compliance with all local and state laws (if any), any and all required licenses, and a Certificate of Occupancy (if required).
6. The Purchaser shall complete closing on the property within 30 days by paying the balance of the price of sale, paying the cost of recording the deed, executing a property transfer affidavit, and entering into this purchase agreement.

PURCHASE PRICE

1. The Purchaser shall pay the Sum of Three Thousand Five Hundred Dollars (\$3,500) USD for the aforesaid property, as follows:
2. Down payment of Two Thousand Dollars (\$2000) USD

CLOSING

1. Closing on the aforesaid property shall take place at the City of Inkster offices located at 26215 Trowbridge, Inkster, MI 48141 within thirty (30) days of Council's approval of this Purchase Agreement.
2. Purchaser shall remit the balance of purchase price by CERTIFIED CHECK OR MONEY ORDER at the time of closing.
3. The Purchaser shall complete closing on the property within 30 days by paying the balance of the price of sale, paying the cost of recording the deed, executing a property transfer affidavit, and entering into this purchase agreement.

ADDITIONAL CONDITIONS (If Any):

It is highly recommended that the applicant complete a title search of the property

Purchasers Initials: S.H.

Sellers Initials: _____

IN PRESENCE OF:

Murray's Real Estate Services
Stephane Taylor (313) 478-8524
Peggy Jordan (734) 706-1060
Dated: 2/4/19

PURCHASER:

By: Serge Hickey L.S.

By: Serge Hickey L.S.

Its: Personal Owner

Purchaser's Address: 1147 Oak St
12000 MI 48174

Telephone No: 734-706-1060

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

IN PRESENCE OF:

SELLERS: CITY OF INKSTER

By: _____ L.S.

Its: _____

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

Dated: _____ X _____ L.S.
Purchaser

Dated: _____ X _____ L.S.
Purchaser

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



LETTER OF GOOD STANDING

Date: 2 7 19

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

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

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

MURRAY'S REAL ESTATE SERVICES LLC

28057 MICHIGAN AVE

INKSTER, MICHIGAN 48141

313-478-8526

MURRAY'S REAL ESTATE SERVICES LLC. AND STEPHANIE MURRAY TAYLOR HAS INFORMED THE BUYER TO CONSULT THEIR ATTORNEY AND ACCOUNTANT. THE BUYER HAS BEEN INFORMED TO OBTAIN TITLE WORK, TITLE INSURANCE... THE BUYER HAS ALSO BEEN INFORMED TO OBTAIN PROPERTY INSURANCE AT THEIR OWN EXPENSE. THE BUYER MUST ALSO CONTACT THE CITY OF INKSTER REGARDING WHAT THEIR TAX BILL WILL BE IN THE FUTURE DUE TO THE PROPERTY NOT BEING EXEMPT AT THIS TIME BECAUSE IT IS GOVERNMENT OWNED. THE BUYER HOLDS MURRAY'S REAL ESTATE SERVICES AND STEPHANIE TAYLOR FREE FROM ANY LIABILITY, LAWSUITS, GUARANTEES AND WARRANTIES REGARDING THE PROPERTY THAT IS BEING PURCHASE FROM THE CITY OF INKSTER

~~Buyer~~
OWNER

PRINT NAME Sonya Hickey DATE 2-4-19

~~Buyer~~
OWNER NAME

Sonya Hickey DATE 2-4-19

WITNESS PRINT NAME Stephanie Taylor DATE 2/4/19

WITNESS SIGN NAME STEPHANIE TAYLOR DATE 2/4/19

Parcel I.D. No. 44006010136001

Parcel Address 1356 INKSTER RD INKSTER MI 48141

CLASS R - STIPULATED PAYMENT AGREEMENT TO PAY FORFEITED 2016 AND PRIOR TAXES, INTEREST, PENALTIES AND FEES AND WAIVER OF HEARING

THERE IS NO AGREEMENT UNTIL THE TREASURER OR HIS REPRESENTATIVE EXECUTES THIS DOCUMENT

The Undersigned hereby stipulate and agree as follows:

1. Pursuant to Michigan law (MCL 211.78 et seq.), the Wayne County Treasurer has filed a Petition for Foreclosure under Wayne County Circuit Court Case No. 18-006771-CH seeking a Judgment of Foreclosure against real property with forfeited taxes, interest, penalties and fees (hereinafter "TIPF") owed for 2016 and periods prior to that date;

2. The undersigned Taxpayer contests the foreclosure and seeks additional time to redeem the subject property (Parcel Number/Address above or attached) by payment of the 2016 and prior years TIPF, based upon a claim of substantial financial hardship.

3. It is so stipulated and agreed between the undersigned that in consideration for the Wayne County Treasurer's agreement to extend the redemption date regarding the above described property only, the Taxpayer stipulates and agrees to redeem the property by payment in full of the delinquent 2016 and prior TIPF, by installment payments which meet the following minimum payment schedule:

December 21, 2018 \$614.00 paid upon signing this Stipulated Agreement (Installment #1)

First Payment of \$614.00 must be paid on: February 6, 2019

Subsequent Payments must be made on dates:

March 6, 2019	<u>\$614.00</u>	April 10, 2019	<u>\$614.00</u>
May 8, 2019	<u>\$614.00</u>	June 5, 2019	<u>\$614.00</u>
July 10, 2019	<u>\$614.00</u>	August 7, 2019	<u>\$614.00</u>
September 4, 2019	<u>\$614.00</u>	*October 9, 2019	<u>\$614.00</u>

There may be additional taxes & interest*

Payments can be made online at www.treasurer.waynecounty.com. Payments can also be made by cash or certified funds at bill payment kiosks (locations listed at www.WCTkiosk.com), in person at the Wayne County Treasurer's Office or by mailing certified funds to: Office of the Wayne County Treasurer 400 Monroe, 5th Floor, Detroit, MI 48226. Note: Interest shall continue to accrue at 1.5% per month (18% annually), along with applicable penalties and fees on the unpaid balance of the forfeited taxes owed until paid in full. **NO PERSONAL CHECKS WILL BE ACCEPTED**

If Taxpayer has paid all installment payments due for 2016 and prior years TIPF up to and including the June payment in paragraph 3 above, the subject property shall be removed from the above Petition and Judgment of Foreclosure, if applicable, and from the list of properties to be auctioned by the Treasurer in 2019. If Taxpayer fails to pay all installment payments due by June 6, 2019, Taxpayer shall be in default of this Stipulated Agreement which will cause the extend period of redemption to expire on June 6, 2019, and a Judgment of Foreclosure shall be filed for entry, unless previously entered, under Wayne County Circuit Court Case No. 18-006771-CH. Taxpayer hereby waives notice of default and period to cure default. Upon entry of a Judgment of Foreclosure and expiration of any redemption period provided therein, absolute title to the property shall vest in the Treasurer. Thereafter, the property will be offered to the State of Michigan, local municipality, Wayne County and/or sold by the Treasurer at the Treasurer's auctions in 2019.

4. It is acknowledged by the undersigned Taxpayer and/or representative that any right the Taxpayer may have to contest or object to the Petition of Foreclosure or any Judgment based upon said Petition to foreclose the property, in Wayne County Circuit Court Case No. 18-006771-CH, including the right, if any, to a hearing before said court is hereby knowingly and voluntarily waived. This Stipulated Agreement may only be modified by the mutual consent of the parties in writing. IT IS SO STIPULATED AND AGREED.

TAXPAYER INFORMATION:

I am the Taxpayer/Property Owner: ☒ Yes ☐ No

If "No", What is relationship to Taxpayer/Property Owner:

PRINTED NAME: HICKEY SONYA

MAILING ADDRESS: 3350 GLENDALE ST

CITY, STATE, ZIP: DETROIT MI 48238

Phone Number: 3137403944

E-Mail Address:

By your signature you hereby acknowledge that you have read the instructions and agree to the terms of this agreement

Signature: [Signature]

This information must be completed to initiate the payment agreement
Payment plans may be subject to public disclosure pursuant to the Freedom of Information Act, Public Act 442 of 1976
All items are REQUIRED

By:

Representative of
Eric R. Sabre,
Wayne County Treasurer
400 Monroe, 5th Floor
Detroit, MI 48226

Date: 12/21/2018

If the property has been foreclosed, and the undersigned has legal standing and demonstrates the lack of required notice of due process, the Treasurer, upon signing this agreement, hereby allows the foreclosed taxpayer an extended redemption period subject to the terms and conditions of this agreement.

This payplan expires on
10/31/2019

I realize these payments
must be made on/before
due dates

Signature: [Signature]

IF YOU HAVE QUESTIONS PLEASE E-MAIL taxinfo@waynecounty.com or CALL (313) 224-6105

WESTERN UNION WU		WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado		MONEY ORDER	
		Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado			
				17-881108460	
		A 416509 D 020419 T 1354 04 178811084600 L 000000		\$ 500.00	
PAY EXACTLY FIVE HUNDRED DOLLARS AND NO CENTS					
PAY TO THE ORDER OF		City of Inkster		PAYMENT FOR/ACCT. #	
PURCHASER'S ADDRESS		7147 Coral Dr. Pontiac, MI 48174		Suzanne Hickey	
PURCHASER'S SIGNATURE					

⑆02100400⑆ 40178811084600⑆

WESTERN UNION WU		WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado		MONEY ORDER	
		Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado			
				17-881108459	
		A 416509 D 020419 T 1354 04 178811084591 L 000000		\$ 1000.00	
PAY EXACTLY ONE THOUSAND DOLLARS AND NO CENTS					
PAY TO THE ORDER OF		City of Inkster		PAYMENT FOR/ACCT. #	
PURCHASER'S ADDRESS		7147 Coral Dr. Pontiac, MI 48174		Suzanne Hickey	
PURCHASER'S SIGNATURE					

⑆02100400⑆ 40178811084591⑆

WESTERN UNION WU		WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado		MONEY ORDER	
		Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado			
				17-847923923	
		A 416510 D 011619 T 1455 02 178479239237 L 000000		\$ 100.00	
PAY EXACTLY ONE HUNDRED DOLLARS AND NO CENTS					
PAY TO THE ORDER OF		City of Inkster		PAYMENT FOR/ACCT. #	
PURCHASER'S ADDRESS		7147 Coral Dr. Pontiac, MI 48174		Suzanne Hickey	
PURCHASER'S SIGNATURE					

⑆02100400⑆ 40178479239237⑆

WESTERN UNION WU		WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado		MONEY ORDER	
		Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado			
				17-847923924	
		A 416510 D 011619 T 1455 02 178479239246 L 000000		\$ 100.00	
PAY EXACTLY ONE HUNDRED DOLLARS AND NO CENTS					
PAY TO THE ORDER OF		City of Inkster		PAYMENT FOR/ACCT. #	
PURCHASER'S ADDRESS		7147 Coral Dr. Pontiac, MI 48174		Suzanne Hickey	
PURCHASER'S SIGNATURE					

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado
 PAYABLE AT: Wells Fargo Bank, Grand Junction - Downtown, N.A. Grand Junction, Colorado

17-847923925

A 414510 D 011619
 T 1435 02
 178479239255 L 000000

\$ 100.00

PAY EXACTLY ONE HUNDRED DOLLARS AND NO CENTS
 PAY TO THE ORDER OF City of Inkster
 PURCHASER'S ADDRESS 7147 Coral Dr, Romulus MI 48174 Sonya Hickey

PAYMENT FOR/ACCT. #

⑆102100400⑆ 40178479239255⑈

UNITED STATES POSTAL SERVICE

POSTAL MONEY ORDER

Serial Number 25526361903

Post Office 482231

U.S. Dollars and Cents \$100.00

One Hundred Dollars and 00/100

Pay to City of Inkster
 Address Sonya Hickey
7147 Coral Dr
Romulus MI 48174

Memo

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⑆000008002⑆ 25526361903⑈

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

Clerk 05

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado
 PAYABLE AT: Wells Fargo Bank, Grand Junction - Downtown, N.A. Grand Junction, Colorado

17-881108458

A 414509 D 020419
 T 1354 04
 178811084582 L 000000

\$ 100.00

PAY EXACTLY ONE HUNDRED DOLLARS AND NO CENTS
 PAY TO THE ORDER OF City of Inkster
 PURCHASER'S ADDRESS 7147 Coral Dr, Romulus MI 48174 Sonya Hickey

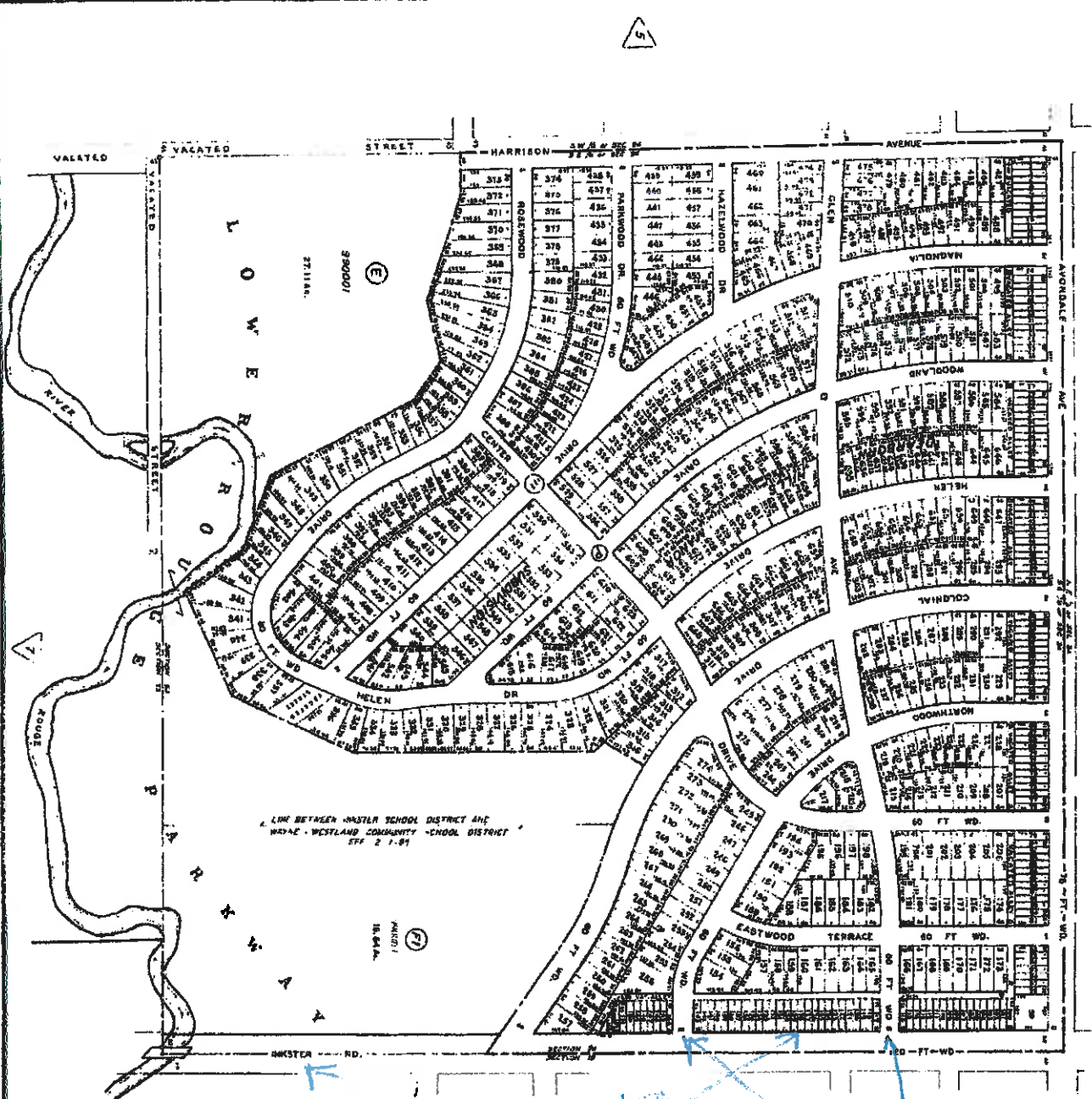
PAYMENT FOR/ACCT. #

⑆102100400⑆ 40178811084582⑈

Google Maps 44006010135001 44006010134001 44006010133001 44006010117001 Inkster Road



Imagery ©2019 Google, Map data ©2019 Google 50 ft



T. 2 S. R. 9 E.
 CITY OF INKSTER
 WAYNE COUNTY, MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ASSESSMENT AND EQUALIZATION DIVISION
 © 1990 COUNTY OF WAYNE, STATE OF MICHIGAN

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: Inkster Road Property ID: 44006010135001
 City/State/Zip: Inkster, Michigan, 48141

Owner Name: City Of Inkster Lat/Long: 0.000000 / 0.000000
 Taxpayer Address: 26215 Trowbridge Street
 City/State/Zip: Inkster, Michigan, 48141-2479 Census Tract:
 Block Group:

City/Village/Town: Inkster School District: Wayne-Westland
 Subdivision: DEARBORN HILLS MANOR SUB Property Category: Government
 MLS Area: 05080 - Inkster Land Use: 703 - EXEMPT - COUNTY, CITY, TWP, VILL
 Legal Description: 24P135A LOT 135 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR

TransactionDesk:

[Start a Transaction](#)[Start a Listing/Lease Term](#)

REALIST Links:

[Full Report](#)[Comparables](#)[Market Trends](#)[Neighborhood Profile](#)

Data Co-op Links:

[Data Co-op Tax Detail](#)[Data Co-op FormAVM](#)[Data Co-op Consolidated Boxes](#)

RPR Links:

[RPR RPR Detail Report](#)[RPR RPR Complete Property Report](#)

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Asmnt	CVT	Ttl Seasonal
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015		\$0.00	\$0.00	\$0.00	\$0.00	\$348.91

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	Ttl Taxes
2015	\$0	\$3,900	0	\$348.91
2014	\$0	\$3,800	0	

Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Liber/Page
WAYNE COUNTY TREASURER	TREASURER CITY OF INKSTER	02/01/2016	02/01/2016		QCD	52711/0996
GREGORY MARGARET	GREGORY MACHELE	12/02/2008	06/09/2008		FI	47613/1096

Other Recordings

Obligor	Obligee	Record Date	Doc Date	Amount	Doc Type	Liber/Page
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Characteristics

#1 Porch/Dimensions: / Storm Sewer:
 Topography: Land Sqft: 1828
 Irregular: Acres: 0.04

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'
 Property ID is like '44006010135001'
 Found 1 result in 0.03 seconds.

Wayne County Public Records - Full Detail Report**Location & Ownership**

Property Address: Inkster Road
City/State/Zip: Inkster, Michigan, 48141
Property ID: 44006010134001
Owner Name: City Of Inkster
Taxpayer Address: 26215 Trowbridge Street
City/State/Zip: Inkster, Michigan, 48141-2479
Lat/Long: 0.000000 / 0.000000
Census Tract:
Block Group:
City/Village/Town: Inkster
Subdivision: DEARBORN HILLS MANOR SUB
MLS Area: 05080 - Inkster
School District: Wayne-Westland
Property Category: Government
Land Use: 703 - EXEMPT - COUNTY, CITY, TWP, VILL.
Legal Description: 24P134A LOT 134 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR

TransactionDesk: [Start a Transaction](#) [Start a Listing Inquiry](#)
REALIST Links: [Full Report](#) [Comparables](#) [Market Trends](#) [Neighborhood Profile](#)
Data Co-op Links: [Data Co-op Tax Detail](#) [Data Co-op Rent/AVM](#) [Data Co-op Consolidated Report](#)
RPR Links: [RPR Detail Report](#) [RPR Complete Property Report](#)

Photos**Taxes**

Year	Season	Total Ad Val	Admin Fee	Assmt	CVT	Ttl Seasonal
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015		\$0.00	\$0.00	\$0.00	\$0.00	\$348.91

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	Ttl Taxes
2015	\$0	\$3,900	0	\$348.91
2014	\$0	\$3,800	0	

Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Liber/Page
COUNTY OF WAYNE	CITY OF INKSTER TREASURY	01/22/2016	01/22/2016		DEED	52688/1168
GREGORY MARGARET	GREGORY MACHELE	12/02/2008	06/09/2008		FI	47613/1096

Other Recordings

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

#1 Porch/Dimensions: /	Storm Sewer:	
Topography:	Land Sqft:	1900
Irregular:	Acres:	0.04

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'
 Property ID is like '44006010134001*'
 Found 1 result in 0.03 seconds.

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: **Inkster Road** Property ID: **44006010133001**
 City/State/Zip: **Inkster, Michigan, 48141**

Owner Name: **City Of Inkster** Lat/Long: **0.000000 / 0.000000**
 Taxpayer Address: **26215 Trowbridge Street** Census Tract:
 City/State/Zip: **Inkster, Michigan, 48141-2479** Block Group:

City/Village/Town: **Inkster** School District: **Wayne-Westland**
 Subdivision: **DEARBORN HILLS MANOR SUB** Property Category: **Government**
 MLS Area: **05080 - Inkster** Land Use: **703 - EXEMPT - COUNTY, CITY, TWP, VILL.**
 Legal Description: **24P133A LOT 133 EXCEPT THE E 7 FT THEREOF DEARBORN HILLS MANOR T2S R9E L52 P93 WCR**

TransactionDesk: [Start a Transaction](#) [Start a Listing Input Form](#)

REALIST Links: [Full Report](#) [Comparables](#) [Market Trends](#) [Neighborhood Profile](#)

Data Co-op Links: [Data Co-op Tax Detail](#) [Data Co-op RealAVM](#) [Data Co-op Consolidated Report](#)

RPR Links: [RPR Detail Report](#) [RPR Complete Property Report](#)

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Asmnt	CVT	Ttl Seasonal
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015		\$0.00	\$0.00	\$0.00	\$0.00	\$348.91

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	Ttl Taxes
2015	\$0	\$3,900	0	\$348.91
2014	\$0	\$3,800	0	

Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Liber/Page
COUNTY OF WAYNE	CITY OF INKSTER TREASURY	01/22/2016	01/22/2016		DEED	52688/1167
GREGORY MARGARET	GREGORY MACHELE	12/02/2008	06/09/2008		FI	47613/1096

Other Recordings

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

#1 Porch/Dimensions: / Storm Sewer:
 Topography: Land Sft: 1736
 Irregular: Acres: 0.04

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'
 Property ID is like '44006010133001'
 Found 1 result in 0.02 seconds.

Wayne County Public Records - Full Detail Report**Location & Ownership**

Property Address:	Inkster Road	Property ID:	44006010117001
City/State/Zip:	Inkster, Michigan, 48141	Lat/Long:	0.000000 / 0.000000
Owner Name:	City Of Inkster	Census Tract:	
Taxpayer Address:	26215 Trowbridge Street	Block Group:	
City/State/Zip:	Inkster, Michigan, 48141-2479	School District:	Wayne-Westland
City/Village/Town:	Inkster	Property Category:	Government
Subdivision:	DEARBORN HILLS MANOR SUB	Land Use:	703 - EXEMPT - COUNTY, CITY, TWP, VILL.
MLS Area:	05080 - Inkster		
Legal Description:	24P117A--132A LOTS 117 TO 132 INCL EXC E 7FT THEREOF DEARBORN HILLS MANOR T2S R5E L52 P93 WCR		

TransactionDesk:[Start a Transaction](#)[Start a Listing Input Form](#)**REALIST Links:**[Full Report](#)[Comparables](#)[Market Trends](#)[Neighborhood Profile](#)**Data Co-op Links:**[Data Co-op Link Setup](#)[Data Co-op Request](#)[Data Co-op Consolidated Report](#)**RPR Links:**[RPR RPR Detail Report](#)[RPR RPR Complete Property Report](#)**Photos****Taxes**

Year	Season	Total Ad Val	Admin Fee	Asmnt	CVT	TH Seasonal
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	TH Taxes
------	-------------	--------------	---------	----------

Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Liber/Page
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Other Recordings

Obligor	Obligor	Record Date	Doc Date	Amount	Doc Type	Liber/Page
---------	---------	-------------	----------	--------	----------	------------

Characteristics

#1 Purch/Dimensions: /	Storm Sewer:	
Topography:	Land Sqft:	29506
Irregular:	Acres:	0.68

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'

Property ID is like '44006010117001'

Found 1 result in 0.02 seconds.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: March 27, 2019

From: Jerome Bivins, DPS Director Date for Council's Consideration: April 1, 2019

ACTION REQUESTED: Consider authorizing the Administration to enter into a contract with Progressive Sweeping Contractors, Inc. for street sweeping services in the City of Inkster. The proposed vendor was the lowest bidder for the RFP issued by the City for street sweeping services.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A
Mayor's Approval 15/ Byron Nolen amended RFCA

BACKGROUND:

DISCUSSION

The Department Public Services has been contracting street sweeping service for the past several years which has allowed the Department to provide a public service to its residents of maintaining the cleanliness and upkeep of the streets within the City of Inkster borders. The City has contracted out this service due in part to limited staffing resources that are available. As a result of these services being provided by a vendor, the Department has been able to keep up with the cleaning of streets in a timely manner, which helps with keeping our drains clear and cleaned in an effort to control our street flooding around the City. Therefore the Department feels that by continuing to have these services provided by an outside contract it will allow the Department to maintain its status in keeping our streets cleaned in a timely fashion.

SCOPE OF SERVICES:

To provide a service to our residents which allow the Department to maintain a certain level of quality necessary in keeping our streets cleaned.

JUSTIFICATION:

In providing this service it helps the Department by keeping our drains clear and cleaned which help prevent street flooding around the City.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

The fee schedule is attached and will be used on an as needed basis.

PROJECTED TIME TABLE:

A four (4) year contract with two (2) one year additional options which will begin upon execution of the contract.

RESOLUTION:

RESOLUTION:
Authorization is hereby given to the Administration to enter into a contract with Progressive Sweeping Contractors, Inc. to provide street sweeping services in the City of Inkster.

Resolved by _____

Seconded by _____

**CONTRACT BETWEEN THE CITY OF INKSTER AND PROGRESSIVE SWEEPING
CONTRACTORS, INC. FOR STREET SWEEPING SERVICES**

This Agreement entered into the ____ day of April 2019, by and between the **CITY OF INKSTER**, a Michigan municipal corporation located at 26215 Trowbridge, Inkster, Michigan 48141 ("City" herein) and **PROGRESSIVE SWEEPING CONTRACTORS, INC.**, a Michigan corporation located at 12564 Inkster Road, Redford Township, Michigan 48239 ("Contractor" herein).

In consideration of the mutual promises of the parties hereto, **IT IS HEREBY AGREED:**

1. Work/Project

The City hereby contracts with the Contractor, and the Contractor agrees to provide and furnish all labor, materials, necessary tools, equipment and all services necessary to perform and complete in a competent, professional manner all of the Street Sweeping work required for the City, as provided in the Advertisement for Bids received on or before March 18, 2019 including Addendums to Bid, Instructions to Bidders, Schedule of Events, Specifications, and Contractor's proposal dated March 18, 2019, which is attached hereto as Exhibit A, and all of the above documents are made a part hereof and incorporated in their entirety.

2. Indemnification and Insurance

- a) Indemnification and Hold Harmless. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, pay on behalf of, and save harmless the City and its elected and appointed officials, consultants, agents and employees from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the City or its elected and appointed

officials, consultants, agents and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this contract, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the Contractor, its subcontractors, the City, its elected and appointed officials, consultants, agents or employees except only such injury or damage as shall have been occasioned by the sole negligence of the City.

- b) Insurance. The Contractor shall purchase and maintain, throughout the term of this agreement, comprehensive general liability insurance, including contractual liability, to protect the Contractor and the City from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operation be by the Contractor, its subcontractor, agent, or by anyone else directly or indirectly employed by the Contractor. In addition, all statutory insurance requirements, including workers' compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Michigan. Limits of such insurance shall be as stated below:

Workers' Compensation	Statutory
Comprehensive General Liability	\$1,000,000
Employer's Liability	\$1,000,000
<i>Motor Vehicle Insurance – Owned, Non-Owned and Hired</i>	
Bodily Injury	\$500,000 per Occurrence
Property Damage	\$500,000 per Occurrence

The City shall be named on such policies as insured or named as additional insured. Failure to maintain insurance coverage throughout the life of the contract, consistent with the provisions of this section, shall be considered a breach of contract. The Contractor shall procure and maintain during the life of the contract umbrella excess liability insurance in the single amount limit of at least two million dollars (\$2,000,000). This insurance shall be project specific and the umbrella excess policy wording shall apply to the Contractor's general liability and its automobile liability insurance. Each insurance policy shall specify that no policy may be terminated for any reason unless thirty (30) days prior written notice of such proposed termination shall be given to the City. Before commencing any work related to the contract the Contractor shall provide the City certificates of insurance for the required insurance policies.

3. **Ability to Perform and Warranty**

The Contractor warrants and represents that it is financially sound, qualified, has all necessary licensing and certifications, and has adequate resources and experience to perform, complete the work and provide the materials herein in the manner and within the time required. Work shall include all items set forth in the attached specifications. Contractor shall be responsible for all permits and all work is to be completed in compliance with applicable Federal, State, County, Local and City laws, regulations and ordinances.

Contractor warrants and guarantees to the City that all work will be in accordance with the Contract documents, which include Exhibit A, attached hereto.

4. **Materials, Labor and Utilities**

The Contractor shall provide and pay for all materials related to and necessary for the completion of the work. All work performed, and materials used shall be in accordance with the specifications and Contract documents. Contractor is to legally dispose of all debris and provide a complete clean up.

5. **Payment**

The City shall pay the Contractor as compensation for the performance of this Contract in accordance with Contractor's Proposal, attached as Exhibit A. The total Contract fee payable for work performed over the term of this contract shall not exceed Four Hundred Ninety-Four Thousand, Seven Hundred Thirteen (\$494,713.00) Dollars. Payment shall be processed by the City upon the work being satisfactorily completed and after receipt of the Contractor's invoices and approval by the City's designated representative.

6. **Inspection**

The City, through its designs, shall be permitted to examine and inspect the work in progress at any time. The Contractor shall be fully responsible for being present at all inspections and for ensuring that all the work performed fully conforms with and meets its proposal, and as provided in the specifications.

7. **Termination of Contract**

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

8. **Assignment of Contract**

Contractor may not assign any portion of this Contract without first obtaining the written consent and approval of the City. The request for assignment must include evidence satisfactory to the City, that in the City's sole discretion, the proposed assignee qualifies under all requirements of this Contract and the requirements set forth in the bid specifications. Any such assignment shall not act to release the Contractor from its obligations, duties and responsibilities under this Contract.

9. **Protection of Work, Property and Persons**

The Contractor shall continuously maintain and protect vehicle and pedestrian traffic and the safety of all persons from injury, loss or damage in connection with the work performed. The City of Inkster Director of Public Services, or his designated representative, shall decide all questions which may arise as to the quality and acceptability of work performance and as to the manner of performance and rate of progress of the work.

10. **Fair Employment Practice and Non-Discrimination**

The Contractor shall comply with the provisions of the Elliott-Larsen Civil Rights Act. The Contractor agrees that neither the Contractor, nor its subcontractors, will discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap.

The Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status or handicap. Such actions shall include, without limitation, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection of training, including apprenticeship. Breach of this provision shall constitute a material breach of this Contract.

The Contractor agrees that the City, or its duly authorized representative, shall have access during regular business hours to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

11. Term

The term of this Contract shall be from June 1, 2019 through June 30, 2022. The City has the right to renew the Contract for two (2) additional one (1) year periods beginning July 1, 2022 through June 30, 2023, and July 1, 2023 through June 30, 2024, upon providing written notice, signed by the Mayor , to the Contractor of its intent to exercise its option no later than sixty (60) days before the end of the then current contract.

12. Notices

All notices given pursuant to the terms of this Contract shall, if given to the City, be delivered personally or be mailed to *City of Inkster Directory of Public Services, 26215 Trowbridge, Inkster, Michigan 48141*, and if to Contractor, shall

be delivered personally or mailed to *Progressive Sweeping Contractors, Inc., 12564 Inkster Road, Redford Township, Michigan 48239.*

13. Waiver

Any express or implied waiver or failure to exercise promptly any right under this Contract will not create a continuing waiver or any expectation of non-enforcement.

14. Severability

If any term or provision of this Contract shall to any extent be held to be invalid or unenforceable, the remaining terms and provisions shall not be affected, and each term and provision of the Contract shall be valid and enforced to the fullest extent provided by Michigan law.

15. Arbitration

Contractor waives its rights to a jury trial for any dispute hereunder and instead agrees that any dispute between it and the city related in any way to this Agreement and scope of work shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association in effect at the time that the dispute arises. Venue shall be in Wayne County Michigan. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Any claim not submitted by written demand for arbitration served upon the City Clerk in accordance with the Michigan Court Rules shall be deemed waived if it is not filed within 90 days of the date on which the Contractor knew or should have known of the claim's existence.

16. Applicable Law

This Contract shall be enforced and governed in accordance with the laws of the State of Michigan.

This Agreement shall be binding upon the parties hereto and their respective successors or assigns.

In Witness Whereof, the parties have set their hands and seals this ____ day of April 2019.

CITY OF INKSTER:

**CONTRACTOR:
PROGRESSIVE SWEEPING
CONTRACTORS, INC.**

By: Byron Nolen
Its: Mayor
Dated: _____

By: Michael R. Lucht
Its: President
Dated: _____
Federal Tax ID#: _____

By: Darrin Carrington
Its: Treasurer
Dated: _____

Approved By Inkster City Council:
Resolution No: _____

Dated: _____

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: March 27, 2019

From: Jerome Bivins, DPS Director Date for Council's Consideration: April 1, 2019

ACTION REQUESTED: Consider authorizing the Administration to enter into three agreements with the following vendors Aielli Construction; Bidigare and CPI Excavating to provide services on an as needed basis to assist in water main breaks and sewer repairs in the form of an on call service.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Mayor's Approval SI Byron Nolen amended RFCA

BACKGROUND:

The Department of Public Services in the past several weeks have encountered an unusual amount of water main leaks around the City. It is estimated that approximately 25 leaks were running throughout the City during this time period. The Department has been working seven days for the past few weeks in an effort to repair these leaks and cut down on our water loss that results from water main breaks. While this is taxing on DPS staff, we have been able to work through these unusual circumstances and eliminate and get this issue under control. However, by requiring staff to work these extended hours over a long period of time can have potential negative impacts on the ability to maintain a high level of performance. Therefore, we are requesting that City Council approve this request to allow the Administration to have three qualified contract available on an as needed basis in the future to assist the Department in handling these unique situations.

SCOPE OF SERVICES:

The three contractors will be use only on an on-call or emergency basis to ensure timely response of infrastructure failures, when resources and equipment exceed the capacity or ability of DPS.

JUSTIFICATION:

To allow the Department to have a backup system in place which assist us in performing our operation at these highest level possible when assistance is needed for repairing of critical and/or emergency water main breaks and sewer repairs.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

See the attached agreement and pricing from each vendor

PROJECTED TIME TABLE:

Upon approval of this Council request and signed agreements with the proposed contractors, this project will become effective

RESOLUTION:

Authorization is hereby given to the Administration to enter into three agreements with the following vendors: Aielli Construction, Bidigare and CPI Excavating to provide on an as needed basis assistance to DPS for water main breaks and sewer repairs in the form of an on call service.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**CONTRACT FOR ON-CALL SEWER
AND WATER MAIN REPAIR SERVICES**

RECITALS:

WHEREAS, the City has for requested quotes from contractors to provide on-call sewer and water main repairs services to the City;

WHEREAS, Bidigare Contractors, Inc. has submitted one of the approved bids and has been approved to be one of the approved companies which will provide on-call sewer and water main repair services; and

WHEREAS, the Parties desire to enter into a contract stating the terms and conditions under which Bidigar will provide on-call sewer and water main repair services to the City.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the City and Contractor agree as follows:

ARTICLE I - PARTIES TO AGREEMENT:

This agreement is entered on July 1, 2019 between the City of Inkster, through the Department of Public Services, hereinafter referred to as "City", and Bidigare hereafter referred to as "Contractor", with its principal offices located at 939 South Mill St. Plymouth, MI 48170

ARTICLE II – TERM

The term of this Contract shall be from July 1, 2019 to June 30, 2023 The City has the option to renew the Contract for two (2) additional one (1) year periods beginning July 1, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2025 upon providing written notice, signed by the City Treasurer, to the Contractor of its intent to exercise its option no later than sixty (60) days before the end of the then current contact.

ARTICLE III - WORK TO BE PERFORMED (Scope of Work):

The Contractor agrees to provide on-call sewer and water main repair services on an as needed basis, as requested by the City, at the time and place specified. The City hereby contracts with the Contractor, and except as otherwise provided herein, the Contractor agrees to provide and furnish all labor, material, tools, equipment, supervision and services necessary to properly execute and complete the work. The work shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid specifications and the Contractor's bid, all of which are attached as exhibits to this Agreement. The Contractor agrees to provide the services

If the contractor is behind in the work hereunder, fails or refuses to supply sufficient workmen, or to deliver materials, services or equipment on schedule, and delays progress of the work; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to remove the Contractor from a specific assignment and transfer the work to another vendor.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the contractor is to reimburse City for all costs associated with contractor's delay.

ARTICLE VIII - CHANGES:

A) Definitions - Change Order: A written order signed and issued by the City Manager, directing the Contractor to make changes to the Scope of Work/Services Article of this Agreement.

Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement accomplished by mutual action of the parties to the Agreement.

- B) The City may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other costs of any nature.
- D) No action, conduct, omission, prior failure or course of dealing by the City shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the City and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE IX - SUBLETTING - ASSIGNMENT:

No part of this order, nor any interest or monies due therein, may be assigned, sublet or transferred without the City's written consent and/or approval of the assignment. Contractor is liable to City for all acts and omissions of its subcontractors, assignees or transferees.

ARTICLE X - TERMINATION:

City shall have the right to terminate this contract with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement

ARTICLE XII - CLEAN-UP:

Contractor shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor account for all cost plus a 10% mark-up for overhead and profit.

ARTICLE XIII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.

2) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder:

a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and

b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XVI- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to, the construction site, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.

B) Commercial General, Professional and Automobile Liability: in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by Contractor with respect to the Scope of Work/Services for the given Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.

C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any

- C) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVIII--ARBITRATION

Contractor waives its rights to a jury trial for any dispute hereunder and instead agrees that any dispute between it and the city related in any way to this Agreement and scope of work shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association in effect at the time that the dispute arises. Venue shall be in Wayne County Michigan. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Any claim not submitted by written demand for arbitration served upon the City Clerk in accordance with the Michigan Court Rules shall be deemed waived if it is not filed within 90 days of the date on which the Contractor knew or should have known of the claim's existence.

ARTICLE XIX – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XX - GENERAL:

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other Agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents (i.e. RFSP), has investigated the

EXHIBIT A

GARDEN CITY -AS- NEEDED WATER AND SEWER SERVICE REPAIRS
PROJECT NO. 4939

Line Number	Description	Amount	Unit	2014-2015		2015		2016		2017	
				Bidgere Contractor, Inc. 577 South 100th Street Plymouth, Michigan 48178	D&D Water and Sewer, Inc. 4700 S. Redwood Road Clermont, Michigan 48110	Bidgere Contractor, Inc. 577 South 100th Street Plymouth, Michigan 48178	D&D Water and Sewer, Inc. 4700 S. Redwood Road Clermont, Michigan 48110	Bidgere Contractor, Inc. 577 South 100th Street Plymouth, Michigan 48178	D&D Water and Sewer, Inc. 4700 S. Redwood Road Clermont, Michigan 48110	Bidgere Contractor, Inc. 577 South 100th Street Plymouth, Michigan 48178	D&D Water and Sewer, Inc. 4700 S. Redwood Road Clermont, Michigan 48110
1	Water Main Repair - 8 Inch 6-Feet Section	\$5,200.00	1.0 EACH		\$6,400.00	\$5,200.00	\$6,100.00	\$5,200.00	\$6,100.00	\$5,200.00	\$6,100.00
2	Water Main Repair - 8 Inch 5-Feet Section	\$5,200.00	1.0 EACH		\$6,400.00	\$5,200.00	\$6,100.00	\$5,200.00	\$6,100.00	\$5,200.00	\$6,100.00
3	Water Main Repair - 12 Inch 5-Feet Section	\$7,000.00	1.0 EACH		\$7,200.00	\$7,000.00	\$7,200.00	\$7,000.00	\$7,200.00	\$7,000.00	\$7,200.00
4	Water Main Repair - 18 Inch 5-Feet Section	\$9,000.00	1.0 EACH		\$9,400.00	\$9,000.00	\$9,400.00	\$9,000.00	\$9,400.00	\$9,000.00	\$9,400.00
5	Water Main Repair - 20 Inch 5-Feet Section	\$9,400.00	1.0 EACH		\$9,700.00	\$9,400.00	\$9,700.00	\$9,400.00	\$9,700.00	\$9,400.00	\$9,700.00
6	Water Service Removal	\$10.00	1.0 LFT		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
7	Water Service Replacement - 24 Inch Section	\$30.00	1.0 LFT		\$37.00	\$30.00	\$37.00	\$30.00	\$37.00	\$30.00	\$37.00
8	Water Service Replacement - 1 Inch Section	\$50.00	1.0 LFT		\$57.00	\$50.00	\$57.00	\$50.00	\$57.00	\$50.00	\$57.00
9	Water Service Replacement - 1-1/2 Inch Section	\$50.00	1.0 LFT		\$57.00	\$50.00	\$57.00	\$50.00	\$57.00	\$50.00	\$57.00
10	Water Service Replacement - 2 Inch Section	\$50.00	1.0 LFT		\$57.00	\$50.00	\$57.00	\$50.00	\$57.00	\$50.00	\$57.00
11	Remove and Replace Street Curb Box	\$500.00	1.0 EACH		\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
12	Remove Gas Well	\$1,000.00	1.0 EACH		\$1,200.00	\$1,000.00	\$1,200.00	\$1,000.00	\$1,200.00	\$1,000.00	\$1,200.00
13	Remove Gas Valve	\$500.00	1.0 EACH		\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
14	Remove Valve Box	\$1,200.00	1.0 EACH		\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
15	Remove Run Hydrant	\$3,000.00	1.0 EACH		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
16	Gas Well - 4 Foot Diameter	\$1,000.00	1.0 EACH		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
17	Gas Well - 6 Foot Diameter	\$4,000.00	1.0 EACH		\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
18	Gas Well - 8 Foot Diameter	\$3,000.00	1.0 EACH		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
19	Gas Valve - 6 Inch	\$3,200.00	1.0 EACH		\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
20	Gas Valve - 8 Inch	\$3,200.00	1.0 EACH		\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
21	Gas Valve - 12 Inch	\$4,000.00	1.0 EACH		\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
22	Gas Valve - 16 Inch	\$5,000.00	1.0 EACH		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
23	Gas Valve - 20 Inch	\$7,000.00	1.0 EACH		\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
24	Remove Valve Box	\$1,200.00	1.0 EACH		\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
25	Gas Valve Assembly	\$1,200.00	1.0 EACH		\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
26	Water Service Re-Connect to Water Main	\$1,000.00	1.0 EACH		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
27											

**GARDEN CITY -AS NEEDED WATER AND SEWER SERVICE IMPAIRES
PROJECT NO. 46038**

[illegible]

GARDEN CITY - AS NEEDED WATER AND SEWER SERVICE REPAIRS
PROJECT NO. 45800

GARDEN CITY 45 NEEDED WATER AND SEWER SERVICE REPAIRS				PROJECT NO. 4590			
Line Number	Description	Amount	Unit	Unit Price to Repair	Unit Price to Repair	Unit Price to Repair	Unit Price to Repair
1	Removal of Existing	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
2	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
3	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
4	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
5	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
6	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
7	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
8	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
9	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
10	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
11	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
12	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
13	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
14	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
15	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
16	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
17	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
18	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
19	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
20	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
21	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
22	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
23	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
24	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
25	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
26	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
27	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
28	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
29	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00

Buligore Construction, Inc. 100 South 10th Street Project: 45800 - 0115				D&D Water and Sewer, Inc. 600 S. 10th Street Project: 45800 - 0116			
Line Number	Description	Amount	Unit	Unit Price to Repair	Unit Price to Repair	Unit Price to Repair	Unit Price to Repair
1	Removal of Existing	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
2	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
3	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
4	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
5	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
6	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
7	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
8	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
9	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
10	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
11	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
12	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
13	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
14	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
15	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
16	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
17	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
18	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
19	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
20	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
21	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
22	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
23	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
24	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
25	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
26	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
27	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
28	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
29	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00

Buligore Construction, Inc. 100 South 10th Street Project: 45800 - 0115				D&D Water and Sewer, Inc. 600 S. 10th Street Project: 45800 - 0116			
Line Number	Description	Amount	Unit	Unit Price to Repair	Unit Price to Repair	Unit Price to Repair	Unit Price to Repair
1	Removal of Existing	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
2	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
3	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
4	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
5	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
6	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
7	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
8	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
9	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
10	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
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13	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
14	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
15	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
16	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
17	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
18	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
19	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
20	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
21	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
22	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
23	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
24	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
25	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
26	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
27	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
28	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
29	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00

Buligore Construction, Inc. 100 South 10th Street Project: 45800 - 0115				D&D Water and Sewer, Inc. 600 S. 10th Street Project: 45800 - 0116			
Line Number	Description	Amount	Unit	Unit Price to Repair	Unit Price to Repair	Unit Price to Repair	Unit Price to Repair
1	Removal of Existing	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
2	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
3	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
4	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
5	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
6	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
7	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
8	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
9	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
10	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
11	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
12	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
13	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
14	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
15	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
16	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
17	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
18	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
19	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
20	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
21	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
22	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
23	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
24	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
25	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
26	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
27	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
28	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00
29	1/2" x 1/2" x 1/2"	1.6570		\$22.00	\$22.00	\$22.00	\$22.00

GARDEN CITY -AS NEEDED WATER AND SEWER SERVICE REPAIRS
PROJECT NO. 45630

Line Number	Description	Estimated Quantity	Contractor Bid Prices		
			2018-2019	2020	2021
			Bidigare Contractors, Inc. 909 South Main Street Thompson, Nebraska 68779	Bidigare Contractors, Inc. 909 South Main Street Thompson, Nebraska 68779	Bidigare Contractors, Inc. 909 South Main Street Thompson, Nebraska 68779
1	Recessed Removal	1.0 SYD	\$20.00	\$20.00	\$22.00
2	Sidewalk Removal	1.0 SFT	\$1.50	\$1.50	\$1.65
3	6-Inch Concrete Pavement	1.0 SYD	\$72.00	\$72.00	\$79.20
4	7-Inch Concrete Pavement	1.0 SYD	\$80.00	\$80.00	\$88.00
5	6-Inch Concrete Pavement	1.0 SYD	\$80.00	\$80.00	\$87.00
6	Concrete Pavement - Wayne County/MDOT Specifications	1.0 SYD	\$95.00	\$95.00	\$104.50
7	Asphalt Pavement - 2-Inch Cap Wayne County/MDOT Specifications	1.0 TON	\$275.00	\$275.00	\$302.50
8	Concrete Curb and Gutter	1.0 LFT	\$40.00	\$40.00	\$44.00
9	6-Inch Concrete Drive Approach	1.0 SFT	\$8.50	\$8.50	\$9.35
10	6-Inch Concrete Drive Approach	1.0 SFT	\$10.00	\$10.00	\$11.00
11	4-Inch Concrete Sidewalk	1.0 SFT	\$7.00	\$7.00	\$7.70
12	6-Inch Concrete Sidewalk	1.0 SFT	\$8.00	\$8.00	\$8.80
13	6-Inch Concrete Sidewalk	1.0 SFT	\$10.00	\$10.00	\$11.00
14	7-Inch ADA Handicap Ramp Replacement	1.0 SFT	\$20.00	\$20.00	\$22.00
15	Asphalt Pavement - 1 1/2-Inch Cap 13A or 36A	1.0 TON	\$85.00	\$85.00	\$93.50
16	Asphalt Pavement - 2-Inch Cap 023 or 303	1.0 TON	\$380.00	\$380.00	\$330.00
17	6-Inch Concrete Pavement - Winter Conditions	1.0 SYD	\$90.00	\$90.00	\$99.00
18	7-Inch Concrete Pavement - Winter Conditions	1.0 SYD	\$98.00	\$98.00	\$107.80
19	8-Inch Concrete Pavement - Winter Conditions	1.0 SYD	\$105.00	\$105.00	\$115.50
20	Concrete Curb and Gutter - Winter Conditions	1.0 LFT	\$50.00	\$50.00	\$55.00
21	6-Inch Concrete Drive Approach - Winter Conditions	1.0 SFT	\$12.00	\$12.00	\$13.20
22	8-Inch Concrete Drive Approach - Winter Conditions	1.0 SFT	\$14.00	\$14.00	\$15.40
23	4-Inch Concrete Sidewalk - Winter Conditions	1.0 SFT	\$10.00	\$10.00	\$11.00
24	6-Inch Concrete Sidewalk - Winter Conditions	1.0 SFT	\$11.00	\$11.00	\$12.10
25	8-Inch Concrete Sidewalk - Winter Conditions	1.0 SFT	\$12.00	\$12.00	\$13.20
26	7-Inch ADA Handicap Ramp Replacement - Winter Conditions	1.0 SFT	\$25.00	\$25.00	\$27.50
27	Storm Manhole/Catch Well Adjustment	1.0 EACH	\$800.00	\$800.00	\$880.00
28	Restoration (3-Inch Topsoil, Seed And Mulch Blanket)	1.0 SYD	\$28.00	\$28.00	\$30.00
29	Restoration (3-Inch Topsoil And Grass A Seed)	1.0 SYD	\$23.00	\$23.00	\$25.30

**GARDEN CITY -AS NEEDED WATER AND SEWER SERVICE REPAIRS
PROJECT NO. 45030**

Line Number	Description	Quantity	Unit	2018-2019 Bid Price	2020 Bid Price	2021 Bid Price
1	Water Main Repair - 6 Inch, 5-Foot Section	1.0	EACH	\$5,500.00	\$5,700.00	\$6,000.00
2	Water Main Repair - 8 Inch, 5-Foot Section	1.0	EACH	\$6,750.00	\$6,900.00	\$7,000.00
3	Water Main Repair - 12 Inch, 5-Foot Section	1.0	EACH	\$7,000.00	\$7,500.00	\$8,000.00
4	Water Main Repair - 16 Inch, 5-Foot Section	1.0	EACH	\$9,500.00	\$9,900.00	\$9,500.00
5	Water Main Repair - 20 Inch, 5-Foot Section	1.0	EACH	\$20,000.00	\$22,500.00	\$25,000.00
6	Water Service Removal	1.0	LFT	\$13.00	\$17.50	\$20.00
7	Water Service Replacement - 3/4 Inch Service	1.0	LFT	\$35.00	\$35.00	\$40.00
8	Water Service Replacement - 1 Inch Service	1.0	LFT	\$35.00	\$40.00	\$45.00
9	Water Service Replacement - 1-1/2 Inch Service	1.0	LFT	\$40.00	\$45.00	\$50.00
10	Water Service Replacement - 2 Inch Service	1.0	LFT	\$50.00	\$55.00	\$60.00
11	Remove and Replace Street Off Bar	1.0	EACH	\$600.00	\$650.00	\$700.00
12	Remove Gate Valve	1.0	EACH	\$1,500.00	\$1,500.00	\$1,500.00
13	Remove Gate Valve	1.0	EACH	\$900.00	\$900.00	\$900.00
14	Remove Valve Box	1.0	EACH	\$1,250.00	\$1,250.00	\$250.00
15	Remove Fire Hydrant	1.0	EACH	\$1,200.00	\$1,200.00	\$1,200.00
16	Gate Well - 4 Foot Diameter	1.0	EACH	\$3,250.00	\$3,450.00	\$3,650.00
17	Gate Well - 5 Foot Diameter	1.0	EACH	\$3,500.00	\$3,750.00	\$4,000.00
18	Gate Well - 6 Foot Diameter	1.0	EACH	\$4,000.00	\$4,250.00	\$4,500.00
19	Gate Valve - 6 Inch	1.0	EACH	\$3,250.00	\$3,500.00	\$3,750.00
20	Gate Valve - 8 Inch	1.0	EACH	\$3,750.00	\$3,950.00	\$4,150.00
21	Gate Valve - 12 Inch	1.0	EACH	\$8,000.00	\$8,250.00	\$8,500.00
22	Gate Valve - 16 Inch	1.0	EACH	\$9,000.00	\$10,000.00	\$12,000.00
23	Gate Valve - 20 Inch	1.0	EACH	\$20,000.00	\$23,000.00	\$25,000.00
24	Replace Valve Box	1.0	EACH	\$1,000.00	\$1,100.00	\$1,200.00
25	Fire Hydrant Assembly	1.0	EACH	\$7,500.00	\$7,750.00	\$8,000.00
26	Water Service Re-Connection to Water Main	1.0	EACH	\$1,000.00	\$1,100.00	\$1,200.00

2018-2019

Bidigare Contractors, Inc.

509 South Main Street
Plymouth, Michigan 48170

2020

Bidigare Contractors, Inc.

509 South Main Street
Plymouth, Michigan 48170

2021

Bidigare Contractors, Inc.

509 South Main Street
Plymouth, Michigan 48170

**CONTRACT FOR ON-CALL SEWER
AND WATER MAIN REPAIR SERVICES**

RECITALS:

WHEREAS, the City has for requested quotes from contractors to provide on-call sewer and water main repairs services to the City;

WHEREAS, CPI Excavating Inc. has submitted one of the approved bids and has been approved to be one of the approved companies which will provide on-call sewer and water main repair services; and

WHEREAS, the Parties desire to enter into a contract stating the terms and conditions under which CPI will provide on-call sewer and water main repair services to the City.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the City and Contractor agree as follows:

ARTICLE I - PARTIES TO AGREEMENT:

This agreement is entered on July 1, 2019 between the City of Inkster, through the Department of Public Services, hereinafter referred to as "City", and CPI hereafter referred to as "Contractor", with its principal offices located at 42259 Irwin Drive Harrison Township MI 48045

ARTICLE II – TERM

The term of this Contract shall be from July 1, 2019 to June 30, 2023 The City has the option to renew the Contract for two (2) additional one (1) year periods beginning July 1, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2025 upon providing written notice, signed by the City Treasurer, to the Contractor of its intent to exercise its option no later than sixty (60) days before the end of the then current contact.

ARTICLE III - WORK TO BE PERFORMED (Scope of Work):

The Contractor agrees to provide on-call sewer and water main repair services on an as needed basis, as requested by the City, at the time and place specified. The City hereby contracts with the Contractor, and except as otherwise provided herein, the Contractor agrees to provide and furnish all labor, material, tools, equipment, supervision and services necessary to properly execute and complete the work. The work shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid specifications and the Contractor's bid, all of which are attached as exhibits to this Agreement. The Contractor agrees to provide the services

If the contractor is behind in the work hereunder, fails or refuses to supply sufficient workmen, or to deliver materials, services or equipment on schedule, and delays progress of the work; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to remove the Contractor from a specific assignment and transfer the work to another vendor.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the contractor is to reimburse City for all costs associated with contractor's delay.

ARTICLE VIII - CHANGES:

A) Definitions - Change Order: A written order signed and issued by the City Manager, directing the Contractor to make changes to the Scope of Work/Services Article of this Agreement.

Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement accomplished by mutual action of the parties to the Agreement.

- B) The City may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other costs of any nature.
- D) No action, conduct, omission, prior failure or course of dealing by the City shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the City and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE IX - SUBLETTING - ASSIGNMENT:

No part of this order, nor any interest or monies due therein, may be assigned, sublet or transferred without the City's written consent and/or approval of the assignment. Contractor is liable to City for all acts and omissions of its subcontractors, assignees or transferees.

ARTICLE X - TERMINATION:

City shall have the right to terminate this contract with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement

ARTICLE XII - CLEAN-UP:

Contractor shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor account for all cost plus a 10% mark-up for overhead and profit.

ARTICLE XIII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.

2) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder:

a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and

b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XVI- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to, the construction site, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.

B) Commercial General, Professional and Automobile Liability: in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by Contractor with respect to the Scope of Work/Services for the given Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.

C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any

- C) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVIII---ARBITRATION

Contractor waives its rights to a jury trial for any dispute hereunder and instead agrees that any dispute between it and the city related in any way to this Agreement and scope of work shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association in effect at the time that the dispute arises. Venue shall be in Wayne County Michigan. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Any claim not submitted by written demand for arbitration served upon the City Clerk in accordance with the Michigan Court Rules shall be deemed waived if it is not filed within 90 days of the date on which the Contractor knew or should have known of the claim's existence.

ARTICLE XIX – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XX - GENERAL:

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other Agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents (i.e. RFSP), has investigated the

EXHIBIT A

Jerome Bivins

From: Bud Avery
Sent: Wednesday, March 13, 2019 1:15 PM
To: Maya Roots
Cc: Jerome Bivins
Subject: FW: water main breaks inkster michigan

From: Peggy Smith [mailto:cpismith@yahoo.com]
Sent: Friday, March 01, 2019 9:33 AM
To: Bud Avery
Subject: water main breaks inkster michigan

CPI will charge \$4500 for all breaks in green belts and \$5500 for main breaks in road ways. and for inkster rd intersection break do to necessary traffic control will be at \$8000 none of these cost include final site restoration

**CONTRACT FOR ON-CALL SEWER
AND WATER MAIN REPAIR SERVICES**

RECITALS:

WHEREAS, the City has for requested quotes from contractors to provide on-call sewer and water main repairs services to the City;

WHEREAS, Aielli Construction has submitted one of the approved bids and has been approved to be one of the approved companies which will provide on-call sewer and water main repair services; and

WHEREAS, the Parties desire to enter into a contract stating the terms and conditions under which Aielli will provide on-call sewer and water main repair services to the City.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the City and Contractor agree as follows:

ARTICLE I - PARTIES TO AGREEMENT:

This agreement is entered on July 1, 2019 between the City of Inkster, through the Department of Public Services, hereinafter referred to as "City", and Aielli hereafter referred to as "Contractor", with its principal offices located at 47850 Van Dyke Avenue Shelby Township MI 48317

ARTICLE II – TERM

The term of this Contract shall be from July 1, 2019 to June 30, 2023 The City has the option to renew the Contract for two (2) additional one (1) year periods beginning July 1, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2025 upon providing written notice, signed by the City Treasurer, to the Contractor of its intent to exercise its option no later than sixty (60) days before the end of the then current contract.

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- D) No action, conduct, omission, prior failure or course of dealing by the City shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the City and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE IX - SUBLETTING - ASSIGNMENT:

No part of this order, nor any interest or monies due therein, may be assigned, sublet or transferred without the City's written consent and/or approval of the assignment. Contractor is liable to City for all acts and omissions of its subcontractors, assignees or transferees.

ARTICLE X - TERMINATION:

City shall have the right to terminate this contract with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement

ARTICLE XII - CLEAN-UP:

Contractor shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor account for all cost plus a 10% mark-up for overhead and profit.

ARTICLE XIII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.

2) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder:

a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and

b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XVI- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to, the construction site, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.

B) Commercial General, Professional and Automobile Liability: in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by Contractor with respect to the Scope of Work/Services for the given Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.

C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any

- C) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVIII--ARBITRATION

Contractor waives its rights to a jury trial for any dispute hereunder and instead agrees that any dispute between it and the city related in any way to this Agreement and scope of work shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association in effect at the time that the dispute arises. Venue shall be in Wayne County Michigan. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Any claim not submitted by written demand for arbitration served upon the City Clerk in accordance with the Michigan Court Rules shall be deemed waived if it is not filed within 90 days of the date on which the Contractor knew or should have known of the claim's existence.

ARTICLE XIX – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XX - GENERAL:

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other Agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents (i.e. RFSP), has investigated the

EXHIBIT A

Bud Avery

To: Maya Roots
Cc: jbivins@cityofinkster.com
Subject: FW: Emergency Water Main Break Repair Quote

From: Jerome Bivins
Sent: Monday, March 04, 2019 3:13 PM
To: Bud Avery
Subject: Fwd: Emergency Water Main Break Repair Quote

Sent from Workspace ONE Boxer

----- Forwarded message -----

From: Paolo Iacobacci <paolo@aiellicc.com>
Date: March 4, 2019 at 1:12:06 PM EST
Subject: Emergency Water Main Break Repair Quote
To: Jerome Bivins <jbivins@cityofinkster.com>
Cc: Aielli Construction <info@aiellicc.com>

Hello Jerome,

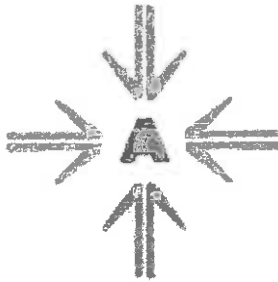
The cost for one of our crews to come in to the City of Inkster during normal working hours and repair a water main break (8" diameter) is approximately \$6,450.00 (Labor and Equipment only).

There is a 4 hour minimum and a 8 hour maximum for the above pricing which would only include the cost of an 12" long x 8" diameter stainless steel repair sleeve.

Of course each situation is different, so we would need to look at the breaks on a case by case basis.

Let me know if you have any questions.

Regards,



Paolo Iacobacci, Senior Project Manager/Estimator
Aielli Construction Company, Inc.
47850 Van Dyke Avenue
Shelby Township, MI 48317
P: 586-792-1890
F: 586-792-8050
E: paolo@aiellicc.com

Visit us at www.aiellicc.com

Like us on Facebook: www.facebook.com/aiellicc

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