



## INKSTER CITY COUNCIL

February 3, 2020

26215 Trowbridge, Inkster, MI 48141  
(313) 563-4232 [www.cityofinkster.com](http://www.cityofinkster.com)

Mayor – Patrick Wimberly  
Mayor Pro Tem – Kim Howard, District V

### **Council Members:**

George Williams, District I  
La’Gina Washington, District II  
Sandra K. Watley., District III  
Steven Chisholm, District IV  
Dennard Shaw, District VI

FELICIA RUTLEDGE  
CITY CLERK

PATRICK WIMBERLY  
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

February 3, 2020

**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. Ring doorbell Neighborhood App. – Officer Lebo

4. Public Hearing

5. Consent Agenda

- A. January 21, 2020 Regular City Council Meeting Minutes. **Pg. 1**
- B. Receive and file meeting dates for Parks and Recreation 2020 calendar. **Pg. 5**
- C. Allen Brother's and Attorney's PLLC Invoice

6. Boards and Commissions

- A. Update of current list of appointments to Boards & Commissions. **Pg. 6**

7. Previous Business

8. Ordinance(s)

A. First Reading(s)

- 1. Council to offer a first reading of text amendments (TA 19-25) to the City's Zoning Ordinance pertaining to provisions for Mixed-Use and Special Land Uses per the recommendations of the Planning Commission. **Pg. 13**
- 2. Council to offer a first reading of text amendments (TA 18-28) to the City's Zoning Ordinance pertaining to provisions for social clubs per the recommendations of the Planning Commission. **Pg. 42**

B. Second Reading(s)

9. New Business

A. Discussion/Action: ( ) Consideration and approval for entering into an IGA agreement with the Charter County of Wayne for improvements to Booker T. Dozier Recreation Center. **Pg. 60**

B. Discussion/Action: (Jerome Bivins) Consideration and approval authorizing the Director of DPS, as a representative of the City, to make an application to the Michigan Department of Transportation for necessary annual permit to work within the State trunk line right of way on behalf of the City of Inkster. Also consider adopting the attached resolution to be submitted to MDOT as part of requirement to submit the permit application. **Pg. 101**

C. Discussion/Action: (City Council) Consideration and approval for a separation agreement with Buccilli Group for City of Inkster building services to end on March 29, 2020.

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

January 21, 2020 (Tuesday)  
**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 Tuesday, January 21, 2020

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

- A. Agenda Discussion
- B. Building Department Discussion

**Moved by Councilmember Shaw, Seconded by Councilmember Chisholm** to go into Executive Session 6:46 p.m. to discuss pending litigation, personnel and land sales in accordance with MCL 15.286 (e). Motion carried unanimously

**Moved by Councilmember Howard, Seconded by Councilmember Chisholm** to come out of Executive Session 7:25 p.m. carried unanimously

**Call Meeting to Order**

Mayor Wimberly called the meeting to order at 7:35 p.m.

**Pledge of Allegiance**

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

**Prayer**

Prayer was led by Pastor Cooper

**Roll Call**

|                         |         |                     |         |
|-------------------------|---------|---------------------|---------|
| Mayor Wimberly          | Present | Councilwoman Howard | Present |
| Councilwoman Watley     | Present | Councilman Williams | Present |
| Councilwoman Washington | Present | Councilman Chisholm | Present |
| Councilman Shaw         | Present |                     |         |

**Approval of Agenda**

**Moved by Councilmember Shaw, Seconded by Councilmember Williams**  
**to approve the agenda with deletion of item "B" and "C" under Presentations**  
**and the addition of item "B" under Presentations.**  
**Resolution 01-20-13R - Motion carried.**

**Presentations/Discussion**

- A. A. Thank You to Mr. James Garrett Presentation – Patrick Wimberly, Mayor
- B. WC3D Community College Presentation – Marla Edwards, Trustee
- ~~B. Quiet Title Program – Warren Evans, Wayne County Executive~~ (**Removed**)
- ~~C. Ring Neighbors App. – Officer Lebo~~ (**Removed**)

**Public Hearings**

**Consent Agenda**

A. January 6, 2020 Regular City Council Meeting Minutes.

**Moved by Councilmember Shaw, Seconded by Councilmember Howard  
to approve the Consent Agenda.  
Resolution 01-20-14R – Motion carried.**

**Boards and Commission**

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

**Moved by Councilmember Williams, Seconded by Councilmember Shaw  
to appoint Kathleen Gibbs to the Beautification Commission  
Resolution 01-20-15R – Motion carried.**

**Moved by Councilmember Williams, Seconded by Councilmember Chisholm  
to appoint Ashawwna Butts to the Parks and Recreation Commission  
Resolution 01-20-16R – Motion carried.**

**Previous Business**

**Ordinance(s)**

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

**New Business**

A. Discussion/Action: (Sharde Fleming) Consideration and approval of offer to purchase (Case # LD 20-01) one (1) vacant residential lot which is located on the north side of Notre Dame between Wellington Ave. and Sylvia St. and is legally described as 30J456 457 LOT 456 AND 457 ALSO S 1/2 ADJ VAC ALLEY WESTWOOD SUB OF VAN ALSTINE FARM T2S R10E L40 P29, 30 WCR (Property I.D. 44 022 01 0456 000) in the amount of \$500.00 to Joseph Moton.

**Moved by Councilmember Williams, Seconded by Councilmember Chisholm  
to approve of an offer to purchase (Case # LD 20-01) one (1) vacant  
residential lot which is located on the north side of Notre Dame between  
Wellington Ave. and Sylvia St. and is legally described as 30J456 457 LOT 456  
AND 457 ALSO S 1/2 ADJ VAC ALLEY WESTWOOD SUB OF VAN ALSTINE FARM  
T2S R10E L40 P29, 30 WCR (Property I.D. 44 022 01 0456 000) in the amount  
of \$500.00 to Joseph Moton.  
Resolution 01-20-17R – Motion carried**

B. Discussion/Action: (Sharde Fleming) Consideration and approval of offer to purchase (Case # LD 20-02) one (1) residential garage, attached to currently owned house, which is located on the east side of Williams St. between Andover St. and Pine St. and is legally described as 36B213

214A LOT 213 AND THE S 5 FT OF LOT 214 ALSO W 1/2 ADJ VAC ALLEY BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property I.D. 44 014 02 0213 000), or 4131 Williams, in the amount of \$1.00 to Platinum Acquisitions.

**Moved by Councilmember Williams, Seconded by Councilmember Chisholm to approve of an offer purchase (Case # LD 20-02) one (1) residential garage, attached to currently owned house, which is located on the east side of Williams St. between Andover St. and Pine St. and is legally described as 36B213 214A LOT 213 AND THE S 5 FT OF LOT 214 ALSO W 1/2 ADJ VAC ALLEY BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property I.D. 44 014 02 0213 000), or 4131 Williams, in the amount of \$1.00 to Platinum Acquisitions and the City of Inkster to counter offer \$250.00. Resolution 01-20-18R- Motion carried**

C. Discussion/Action: (Phineas Cody) Consideration and approval to renew the Konica Minolta copier agreements.

**Moved by Councilmember Howard, Seconded by Councilmember Chisholm to approve to renew the Konica Minolta copier agreements for five years. Resolution 01-20-19R – Motion carried**

D. Discussion/Action: (Darin Carrington) Council approval of the 2020 application and income guidelines for the Hardship Exemption with the Board of Review.

**Moved by Councilmember Shaw, Seconded by Councilmember Williams to approve of the 2020 application and income guidelines for the Hardship Exemption with the Board of Review. Resolution 01-20-20R – Motion carried**

### **Public Participation**

- **Barbara Cooper** – Thanked residents for attending the Crime Stopper Press Conference for Nick Jones. She further thanked residents for assisting with the Good Fellows. She also invited city council members to attend the Good Fellows appreciation dinner.
- **Yvette Hardy** – Asked about the audit. She further asked if the reports were turned in on time regarding the audit.
- **Octavia Smith** – Announced services provided by Western Wayne Family Health Services. She invited residents to attend the free yoga classes on Monday and the free zumba classes on Wednesday. She announced the Inkster Task Force Winter Blast to be held at the recreation complex on Saturday the 25<sup>th</sup> of January.
- **Calvin Hayes** – Stated he is trying to get the Inkster Skating Rink open and wants to make sure he is not going to run into any road blocks from code enforcement. He stated the skate rink is planning to be open in March. He stated that one of the hold-ups from the previous administration was that the skate rink needed a fire suppression system. He stated that no other skating rink in Michigan has a fire suppression system and that the State of Michigan inspector did an inspection of the building and state no fire suppression was needed.
- **Harold Beechum** – Stated his basement is still flooding when it rains or snows heavily. He asked if the city was able to help him replace some items that were damaged.

### **City Clerk**

- Announced the upcoming March 10, 2020 Primary Presidential Election. She further stated that AV applications had been mailed and asked residents to pay particular attention to questions one thru four on the application. She stated all these questions needed to be completed.

#### City Treasurer

- No comments.

#### Mayor and Council

- **Councilwoman Washington** – Announced Black History Month celebration at the Booker Dozier Recreation complex in February from 5:00 p.m. until 8:00 p.m.
- **Councilman Chisholm** – Stated to residents if anyone wanted to see the Crime Stoppers press conference they could go to YouTube and type in Crime Stoppers Nick Jones. He stated a job fair would be held at the Recreation Complex on January 22, 2020 from 11:00 a.m. until 1:00 p.m. for Census 2020 jobs. He further stated that Mr. James Eberhart is working with Assistant Police Chief Ratliff to with regards to Human Trafficking.
- **Councilwoman Watley** – Announced her Advisory Meeting on the 28<sup>th</sup> of January 2020 at the Western Wayne Family Health Center at 6:00 p.m. She invited residents to attend. She state the City Clerk would be there to discuss the upcoming election and that Curtisene Barge would be there to discuss the Census 2020.
- **Councilman Williams** – Thanked residents for coming to the MLK Day Gospel Festival. He further thanked the DPS Director, Jerome Bivins for doing a great job with the snow.

#### Adjournment

There being no further business to come before Council, on a motion duly made By Councilmember Shaw, Seconded by Councilmember Williams and carried, the Regular Council meeting of January 21, 2020 was adjourned at 9:01 p.m.



Felicia Rutledge, City Clerk  
City of Inkster

## REQUEST FOR COUNCIL ACTION

To: Mayor Wimberly & Council Members

Date: January 27<sup>th</sup>, 2020

From: Al Backey P & R

Date for Council's Consideration: February 3, 2020

**ACTION REQUESTED:** Consideration and approval for Parks & Rec Commission Meetings to occur on every 2<sup>nd</sup> Thursday of the month for 6:00pm at the Booker Dozier Recreation Complex.

Current Action \_\_\_\_\_ Emergency \_\_\_\_\_ Future X \_\_\_\_\_

Funds Budgeted: If Yes \_\_\_\_\_ Account # \_\_\_\_\_ N/A \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

Mayor's Approval \_\_\_\_\_

Treasurer's Approval \_\_\_\_\_

### **BACKGROUND:**

The Parks & Recreation Department has a commission board that sits at least 1 or 2 representatives from each district of the city (1-6) and open to the public as well. The commission board will meet every 2<sup>nd</sup> Thursday of the month discussing future events in the city or at the Dozier complex, park renting/renovation, grant projects, maintenance, availability etc.

### **SCOPE OF SERVICES:**

Meetings are held for the community public on reshaping and furnishing the Dozier complex along issues or conflicts that need to be settled. This is an advisement board that create opportunity for residents who have beneficial suggestions or problem solving skills to help polish our city "Jewel". Holiday/Event planning and budget analysis also is a main priority with this group.

### **JUSTIFICATION:**

The advising commission board helps orchestrate the daily work experience, build character, budgeting and fiscal accountability. This helps keep the Dozier to stay up to date with community interest and needs. Meetings are design to collaborate with other organizations, donors, vendors and lifetime-residents to generate financial solutions and taking advantage of local and non-local resources. Anything bought up in these meetings besides confidential investigations or city official business/laws and regulations are open to discussion along with being reported to the city.

### **PROJECT IMPROVEMENTS:**

N/A

February 3, 2020  
**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)  
Rochelle Wells  
Doris Horne  
Henry Wade  
Toni Bailey  
Roosevelt Stubbs  
Gabe Henderson  
Jean Liddell  
Iris Long  
June Patter son  
Debra Owens  
Chuck Coleman

Tenure  
  
Exp. 8/06/20  
Exp. 08/06/20  
Exp. 08/06/20  
Exp. 07/15/21  
Exp. 04/15/2021  
Exp. 08/06/20  
Exp. 08/06/20  
Exp. 01/06/22  
Exp. 01/06/22  
Exp. 05/21/20  
Exp. 08/20/20

**BOARD OF REVIEW**

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing  
William Miller  
Lenoria Warmack  
Ned Sanders  
Peggy Bishop (Alternate)

Clerk of the Board – Non Voting  
Exp. 01/06/21  
Exp. 12/16/20  
Exp. 02/04/20- Expired  
Exp. 10/72020

**BEAUTIFICATION COMMITTEE**

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

2 Year Term

Toni Bailey  
Kathleen Gibbs  
Gabe Henderson  
Avis Love  
George Williams  
Lenoria Warmack  
Vacant  
Vacant  
Vacant  
Vacant  
Vacant  
Vacant  
Vacant  
Vacant  
Vacant  
Vacant  
Vacant  
Vacant  
Vacant  
Vacant

Exp. 07/16/20  
Exp. 01/21/22  
Exp. 02/18/21  
Exp. 01/06/22  
Exp. 11/6/19 -- Expired  
Exp. 12/16/21

February 3, 2020

**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**

**Ex. Officio**

Troy Seaton Dist. 1  
Phineas Cody Dist. 3  
Octavia Smith Dist. 4  
Thelma Jean Overman Dist. 5  
Connie R. Mitchell Dist. 6  
Sandra Watley **Mayoral**  
Steven Chisholm At-Large

Exp. 01/17/20-Expired  
Exp. 10/07/22  
Exp. 07/03/20  
Exp. 02/06/20  
Exp. 02/04/22  
Exp. 01/06/23  
Exp. 01/17/20- Expired

**CIVIL SERVICE COMMISSION AND BOARD OF ETHICS**

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

**Vacant**

**Vacant - (Employee Representative)**

**Vacant (Commission Appointment)**

**CONDEMNATION BOARD**

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Mark Minch (Building Contractor)  
Deborah Owens (General Member)  
Guy Borrusch General Member  
Tom Michelini Contractor  
James Garrett (Engineer)  
Charles Rizzo (Alternate)

**Exp. Tenure**  
Exp. 01/22 (2 Year Term)  
Exp. 9/19 (2 Year Term)-Expired  
Exp. 01/23 (3 Year Term)  
Exp. 9/20 (3 Year Term)-RESIGNED  
Exp. 01/21

February 3, 2020

**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 Michelin         |           | Exp. 04/19-Expired |
| – 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 |
| Donnie R. Mitchell        |            | Tenure                               |
| Martha Theis              |            | Exp. 12/17/22                        |
| Angela Dodson             |            | Exp. 02/19/22                        |
| Barbara Cooper            |            | Exp. 10/7/23                         |
| Octavia Smith             |            | Exp. 10/21/23                        |
| Sonja Jennings            |            | Exp. 11/4/23                         |
| Randa Davis               |            | Exp. 11/4/23                         |
| Val Ogbonaya              |            | Exp. 07/20/19 -RESIGNED              |
| Winston Wade              |            | Exp. 07/17/21                        |
| Rerhi Onomake (Treasurer) |            | Exp. 3/16/19-Expired                 |
| Uche Ndubuisi             |            | Exp. 7/20/19-Expired                 |
| Clarence Oden             |            | Exp. 7/1/23                          |

**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-Expired                |
| Octavia Smith                |            | Exp. 10/21/25                        |
| Angela Dotson                |            | Exp. 10/21/25                        |
| Deborah Walker               |            | Exp. 06/07/16-Expired                |
| Mary Weislo                  |            | Exp. 03/07/17-Expired                |
| Cassandra Leonard            |            | Exp. 06/07/16-Expired                |
| Herbert Johnson              |            | Exp. 06/07/16-Expired                |
| Dennis Weislo                |            | Exp. 06/07/19-Expired                |
| Charmaine Kennedy            |            | Exp. 01/17/23                        |
| Connie R. Mitchell           |            | Exp. 02/06/23                        |

**ELECTRICAL EXAMINING BOARD-INACTIVE**

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



February 3, 2020

**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 |
| Courtney Owens      | Exp. 12/16/2026 |
| 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

|                        |                |                               |
|------------------------|----------------|-------------------------------|
| <b>VACANT</b>          | Dist. 1        | Exp. 03/20/19                 |
| Opal Nolen             | Dist. 2        | Exp. 11/6/19- <b>Expired</b>  |
| Tania James            | Dist. 3        | Exp. 04/01/21                 |
| LaWanna Abney-Mitchell | Dist. 4        | Exp. 02/19/20                 |
| <b>VACANT</b>          | <b>Dist. 5</b> | <b>Exp. 02/19/20</b>          |
| Connie R. Mitchell     | Dist. 6        | Ex. 11/18/21                  |
| Ashawanna Butts        | Mayoral        | Exp. 01/21/22                 |
| Shirley Hankerson      | Mayoral        | Exp. 4/15/21                  |
| Ned Sanders            | Council        | Exp. 07/07/19- <b>Expired</b> |

**PARKS AND RECREATION YOUTH COMMISSION**

2 Year Term

6 Members

|                 |                |                             |
|-----------------|----------------|-----------------------------|
| Alisa Todd      | Dist. 1        | Exp. 3/7/18- <b>Expired</b> |
| Katrina Coats   | Dist. 2        | Exp. 3/7/18- <b>Expired</b> |
| Zeavean Johnson | Dist. 3        | Exp. 3/7/18- <b>Expired</b> |
| William Grubbs  | Dist. 4        | Exp. 3/7/18- <b>Expired</b> |
| Taylor Todd     | Dist. 5        | Exp. 3/7/18- <b>Expired</b> |
| Demon Zimmerman | Dist. 6        | Exp. 3/7/18- <b>Expired</b> |
| Tiwaia Smith    | <b>Mayoral</b> | Exp. 3/7/18- <b>Expired</b> |

**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

|                               |                              |
|-------------------------------|------------------------------|
| Patrick Wimberly (Mayor)      | Tenure                       |
| Darryl Davis (City appointee) | Exp. 3/22                    |
| Lyndon Jones                  | Exp. 11/22 - <b>RESIGNED</b> |
| Mack Willis                   | Exp. 2/20- <b>EXPIRED</b>    |
| James Garrett                 | Exp. 09/20 - <b>RESIGNED</b> |
| William Ratliff (Vice-Chair)  | Exp. 07/22                   |
| Lynette Cain (Secretary)      | Exp. 07/22                   |
| Steven Chisholm (Chair)       | Exp. 07/22                   |
| 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. | <b>Mayoral</b>          | Exp. 12/19 |
| Barry O'Bryan         | Police Rep              |            |
| Jason Kaye            | Fire Rep                |            |
| Sandra K. Watley      | <b>City Council Rep</b> | Exp. 12/20 |

**WATER REVIEW COMMITTEE- INACTIVE**

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

|                        |               |
|------------------------|---------------|
| Sam Brown              | App. 01/07/13 |
| Carl Woods             | App. 01/07/13 |
| Ann Coleman            | App. 01/07/13 |
| Courtney Owens         | App. 01/07/13 |
| Councilmember Williams | App. 02/04/13 |
| Marcus Hendricks       | App. 02/18/13 |
| Dennis Welslo          | App. 02/18/13 |

**ZONING BOARD OF APPEALS (ZBA)**

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

3 Year Term                                      7 Members                                      State Law and Ordinance 277

|                         |         |                       |
|-------------------------|---------|-----------------------|
| Ruth E. Williams        | Dist. 1 | Exp. 12/16/22         |
| Clarence Oden, Jr. (VC) | Dist. 2 | Exp. 04/03/20???      |
| James Cross             | Dist. 3 | Exp. 07/01/16 Expired |
| Roosevelt Stubbs (S)    | Dist. 4 | Exp. 08/21/20         |
| Vanola Williams         | Dist. 5 | Exp. 02/06/20         |
| Norma McDaniel          | Dist. 6 | Exp. 12/16/22         |
| Teresa Patton           |         | Exp. 08/06/21         |
| Mac Willis              |         | Exp. 11/05/21         |
| Dorsey Williams         |         | Exp. 07/1/22          |

**Nankin Transit**

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

|                                       |                              |
|---------------------------------------|------------------------------|
| Mayor Pro-Tem Timothy Williams        | Exp. Tenure - (Tenure is up) |
| Denise Champagne, Community Appointee | Exp. (Appointed in 2009)     |

**2015 Community Development Block Grant Advisory Council (CDBG)**

[ Meetings: Dates and times are quarterly and locations are various]

|                                     |                                        |
|-------------------------------------|----------------------------------------|
| Timothy Williams, Council Appointee | Exp. Tenure- No longer on City Council |
| Clarence Oden (Alternate)           | Exp. Tenure-No Longer on City Council  |

**COMMITTEES FORMED BY COUNCIL RESOLUTIONS****TAX INCREMENT FINANCE AUTHORITY**

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

6 Year Term                                      13 Members                                      Resolution 85-8-331

|                          |               |
|--------------------------|---------------|
| Connie R. Mitchell       | Tenure        |
| Avis Love                | Exp. 03/20/23 |
| Rerhi Onomake            | Exp. 03/16/21 |
| Vacant                   | Exp.          |
| Charmaine Kennedy        | Exp. 02/20/21 |
| Mary Weislow (Treasurer) | Exp. 06/06/22 |
| Winnie Nwankwo           | Exp. 05/18/21 |

February 3, 2020

**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 (Tenure is up) |
| Darin Carrington, Treasurer                   | Tenure                |
| Vacant Community                              | Tenure                |
| Tonia C. Williams                             | Exp. 02/20/19         |
| Vacant                                        | Exp. 11/6/20          |

**NOTES:**

 Vacancies and/or Expired terms

\*Has not taken the oath

## REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: January 28, 2020

From: Adrianna Jordan  
City Planner

Date for Council Consideration: February 3, 2020

**ACTION REQUESTED:** Council to offer a first reading of text amendments (TA 19-25) to the City's Zoning Ordinance pertaining to provisions for Mixed-Use and Special Land Uses per the recommendations of the Planning Commission.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval

IS: Patrick Wimberly

### BACKGROUND INFORMATION

A public hearing was held, and the proposed text amendments were recommended for approval by the Planning Commission on Monday, January 27, 2020. Public comments were received on the proposed text amendments. Draft meeting minutes are attached.

Proposed modifications include changes to §155.036 "Schedule of Land Uses" to make "Mixed Use Residential and Business (Lofts)" a principally permitted land use, and other associated changes.

A 2<sup>nd</sup> reading and request for approval of the proposed text amendments will occur at the Council meeting scheduled on Monday, February 17, 2020.

### SCOPE OF SERVICES

N/A

### JUSTIFICATION

The zoning audit conducted by the RRC program for the City of Inkster requires the City to permit vertical mixed-use residential/commercial developments as principally permitted uses in order to streamline the development process. Under the current zoning ordinance mixed-use development is considered a special land use. Making this change also helps our zoning ordinance better implement the goals of the City's adopted Master Plan which encourages mixed-use developments.

In terms of the other item for consideration, the Michigan Zoning Enabling Act of 2006 re-categorized all special conditions land uses, regulated land uses, and special land uses under the term "special land use"; however, despite the same permitting process, our zoning ordinance puts extra location and noticing requirements on the more intensely reviewed adult-nature "regulated" land uses. The enclosed proposed language would clarify that "regulated" land uses must still go through the "special land use"

permitting process in compliance with the MZEA, but in addition to that they are also subject to the more stringent location and noticing requirements.

#### **PROJECT OR IMPROVEMENT TASKS**

1. Revitalize the Michigan Avenue Corridor and the area covered by the DDA.
2. Improve and promote the image of Inkster.
3. Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster.

#### **COSTS**

There are no costs associated with these proposed text amendments.

#### **PROJECT TIME TABLE**

A second reading and request for approval of the proposed text amendments is scheduled during the Council meeting on Monday, February 17, 2020. If the request is approved by Council, the amendment will be published and posted and become effective after 30 days.

#### **RESOLUTION**

Resolved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Yes:

No:

Absent:

**CITY OF INKSTER  
PLANNING COMMISSION  
MINUTES**

A regular meeting was held on **Monday, January 27, 2020**, in the Inkster City Council Chambers, located at 26215 Trowbridge, Inkster, Michigan.

A quorum was reached. Chairman Chisholm called the meeting to order at 6:41 p.m.

**I. ROLL CALL**

Present: Chairman Chisholm, Vice Chairman Ratliff, Secretary Cain, Davis, Faison  
Absent: Willis (excused), Wimberly (excused)

Others in attendance: Adrianna Jordan, City Planner  
Kaitlyn Hines, Community Planner  
Ihsan Asmar, Applicant  
Imad Portes, Architect

Public in attendance: Timothy Williams  
Shawn Hart, Inkster Preparatory Academy  
Octavia Smith  
Angela Dotson  
Estella Chambers

**II. ADOPTION OF AGENDA**

**MOVED** by Ratliff, with amendment, Seconded by Davis to Adopt the Agenda. **MOTION CARRIED unanimously.**

**III. ADOPTION OF MINUTES OF November 25, 2019**

**MOVED** by Ratliff, Seconded by Faison to Adopt the Minutes. **MOTION CARRIED unanimously.**

**IV. PUBLIC HEARINGS**

A. **Case #s 19-05 (SLU) 19-06 (SP) Adult Foster Care Facility**  
Public Hearing to review and consider approval of a special land use and site plan for a proposed Adult Foster Care Facility in the B-2, Thoroughfare Mixed-Use District at 715 Inkster, between Woodsfield and Avondale. Ihsan Asmar on behalf of Forever Care Homes is the applicant.

**MOVED** by Ratliff, Seconded by Davis to open the public hearing for Case #19-05 (SLU), 19-06 (SP) –Adult Foster Care Facility. **MOTION CARRIED unanimously.**

**Commissioners Concerns:**

1. Chairman Chisholm asked about the shared parking agreement and whether or not the whole thing should be tabled with the newly garnered information. Mr. Portes and Ms.

Asmar replied that they had been in talks with the attorney that day and that they should not have sent the letter regarding the shared parking agreement. Ms. Jordan mentioned that the attorney's letter stated that there is not enough information to make a decision.

2. Vice Chairman Ratliff asked if there was currently a moratorium on AFC homes. Ms. Jordan replied that she did not believe so. He then asked about ownership of the garage behind the building. Ms. Asmar replied that it was owned by the school.
3. Commissioner Faison asked about the ratio of people versus rooms available. Ms. Asmar responded that they meet state requirements for room square footage and occupants. Some rooms will house two people.
4. Commissioner Davis asked what type of loading zone will be needed for this type of facility. Ms. Asmar replied that most of their deliveries will be with large vans, and that's why they requested the reduced loading zone size.
5. Commissioner Cain asked what would happen if the shared parking agreement fell through. Ms. Asmar mentioned looking into purchasing another property or giving up the building all together. Shawn Hart then spoke on their meetings with the AFC regarding the shared parking agreement and that the board approved it, but the land owner was looking into it.

**MOVED** by Davis, Seconded by Ratliff to close the public hearing. **MOTION CARRIED unanimously.**

**MOVED** by Cain, Seconded by Faison to table 19-05 (SLU) and 19-06 (SP). **MOTION CARRIED unanimously.**

**B. Case # 18-28 (TA) Social Clubs**

Consideration of proposed text amendments to the City's Zoning Ordinance pertaining to provisions for Social Clubs. Proposed modifications include changes to §155.036 "Schedule of Land Uses, Public, Quasi-Public Land Use Types" to make "Private clubs, fraternal organizations, and lodge halls" a special land use in the B-2, B-3, and TCD districts, and a permitted land use in the M-1 district., Deletion of "§ 155.218 Theaters, Assembly Halls, Concert Halls, Clubs and Similar Organizations" and associated location restrictions.

**MOVED** by Davis, Seconded by Faison to open the public hearing for Case #18-28, (TA) – Social Clubs. **MOTION CARRIED unanimously.**

Commissioners Concerns:

1. Chair Chishom questioned why they were permitted in the M-1 district. Ms. Jordan theorized that the intention was originally for organizations associated with industrial unions, and that these could be fraternal groups like the ELKs.

**MOVED** by Davis, Seconded by Ratliff to close the public hearing. **MOTION CARRIED unanimously.**

**MOVED** by Davis, Seconded by Ratliff to recommended approval of 18-28 (TA)- Social Clubs. **MOTION CARRIED unanimously.**

C. **Case # 19-25 (TA) Mixed-Use and Special Land Use Developments**

Consideration of proposed text amendments to the City's Zoning Ordinance pertaining to provisions for Mixed-Use and Special Land Uses. Proposed modifications include changes to §155.036 "Schedule of Land Uses" to make "Mixed Use Residential and Business (Lofts)" a principally permitted land use, and other associated changes.

**MOVED** by Davis, Seconded by Ratliff to open the public hearing for Case #19-25, (TA) – Mixed- and Special Land Use Developments. **MOTION CARRIED unanimously.**

Public Comment:

1. Tim Williams asked for an example of what a SLU and Mixed land use would be. Ms. Jordan mentioned that mixed-use is typically commercial on a bottom floor with residential on the top floor, and needs to be a principally permitted use instead of a Special Land Use in all business districts in order to comply with the RRC certification process, promote walkability and bikability, and to streamline development.
2. Octavia Smith asked whether this would be like the developments in New York and other older cities, Ms. Jordan replied that this would remove a lot of red tape for these types of mixed land use developments.

**MOVED** by Davis, Seconded by Faison to close the public hearing. **MOTION CARRIED unanimously.**

**MOVED** by Ratliff, Seconded by Faison to recommended approval of 19-25 (TA) – Mixed Use and Special Land Use Developments. **MOTION CARRIED unanimously.**

V. **OLD BUSINESS**

NONE.

VII. **NEW BUSINESS**

A. **Case # 19-06 (SP) – Consideration of Shared Parking Agreement**

Planning Commission to review and consider approval of a shared parking agreement between the applicant and Inkster Preparatory Academy, for a proposed Adult Foster Care Facility (SP 19-06) in the B-2, Thoroughfare Mixed-Use District at 715 Inkster rd. Ihsan Asmar on behalf of Forever Care Homes is the applicant.

**MOVED** by Davis, Seconded by Cain to table 19-06 (SP) Consideration of a Shared Parking Agreement. **MOTION CARRIED unanimously.**

B. **Case # 19-06 (SP) – Consideration of a Loading Zone Waiver**

Planning Commission to review and consider approval of a loading zone length waiver for a proposed Adult Foster Care Facility (SP 19-06) in the B-2, Thoroughfare Mixed-Use District at 715 Inkster rd. Ihsan Asmar on behalf of Forever Care Homes is the applicant.

**MOVED** by Davis, Seconded by Ratliff to table 19-06 (SP) Consideration of a Loading Zone Waiver. **MOTION CARRIED unanimously.**

- C. **Case # 19-06 (SP) – Consideration of a Loading Zone Screening Waiver**  
Planning Commission to review and consider approval of a loading zone screening waiver for a proposed Adult Foster Care Facility (SP 19-06) in the B-2, Thoroughfare Mixed-Use District at 715 Inkster rd. Ihsan Asmar on behalf of Forever Care Homes is the applicant.

Public Comment:

1. Octavia Smith asked if all waivers were being approved, Chair Chisholm told her that everything was tabled.

**MOVED** by Davis, Seconded by Cain to table 19-06 (SP) Consideration of a Loading Zone Screening Waiver. **MOTION CARRIED unanimously.**

VIII. MISCELLANEOUS

A. **2019 Planning Commission Activity Report**

B. **2019 Planning Commission Attendance Report**

C. **2020 Election of Planning Commission Officers**

1. All Officers were re-elected to their previous positions including Chair Chisholm, Vice-Chair Ratliff, and Secretary Cain.

D. **Redevelopment Ready Communities Update**

1. The major concern for Commissioner Faison is public participation.

E. **Special Meeting February 18<sup>th</sup> 2020**

**MOVED** by Ratliff, Seconded by Faison to approve the special meeting on Tuesday, February 18, 2020 in lieu of holding the regularly scheduled Monday, February 10, 2020 meeting. **MOTION CARRIED unanimously.**

VIII. ADJOURNMENT – 8:18 pm

**MOVED** by Davis, Seconded by Faison to adjourn the Planning Commission meeting held on January 27, 2020. **MOTION CARRIED unanimously.**

Respectfully submitted,

---

Steven Chisholm, Chairman

---

Lynnette O. Cain, Secretary

---

Adrianna Jordan, City Planner

DRAFT



**CITY OF INKSTER**  
26215 Trowbridge St.  
Inkster, MI 48141  
www.cityofinkster.com  
313.563.4232

January 17, 2020

Planning Commission  
City of Inkster  
26215 Trowbridge  
Inkster, MI 48141

**Subject: TA 19-25 Mixed Use and Special Land Use Zoning Text Amendments**

The City of Inkster Planning Department is submitting the above-referenced revised zoning text amendments for the Planning Commission's review and consideration.

**DESCRIPTION**

The proposed zoning text amendments are being initiated by the City of Inkster as part of the Redevelopment Ready Communities (RRC) certification process, and to clarify the differences and similarities between regulated and special land uses.

The zoning audit conducted by the RRC program for the City of Inkster requires the City to permit vertical mixed-use residential/commercial developments as principally permitted uses in order to streamline the development process. Under the current zoning ordinance mixed-use development is considered a special land use. Making this change also helps our zoning ordinance better implement the goals of the City's adopted Master Plan which encourages mixed-use developments.

In terms of the other item for consideration, the Michigan Zoning Enabling Act of 2006 re-categorized all special conditions land uses, regulated land uses, and special land uses under the term "special land use"; however, despite the same permitting process, our zoning ordinance puts extra location and noticing requirements on the more intensely reviewed adult-nature "regulated" land uses. The enclosed proposed language would clarify that "regulated" land uses must still go through the "special land use" permitting process in compliance with the MZEA, but in addition to that they are also subject to the more stringent location and noticing requirements.

Amendments are proposed to the following sections of the City of Inkster's Zoning Ordinance:

- ***In §155.036 "Schedule of Land Uses", make "Mixed Use Residential and Business (Lofts)" a principally permitted land use.***

- *In §155.045 “B-1 Local Business District”, make “Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use)” a principally permitted land use.*
- *In §155.046 “B-2 Thoroughfare Mixed-Use District”, make “Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use)” a principally permitted land use.*
- *In §155.047 “B-3 General Business District”, make “Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use)” a principally permitted land use.*
- *In §155.049 “TCD Town Center District”, make “Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use)” a principally permitted land use.*
- *In §155.204 “Invalidation of Regulated Use Permits”, clarify relationship between regulated and special land uses.*

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read 'Adrianna Jordan', with a stylized flourish at the end.

Adrianna Jordan, AICP  
City Planner

TA19-25

**Draft Zoning Text Amendments for Mixed-Use and Special Land Use Developments**

**City of Inkster**

**9/12/19**

**Proposed ordinance changes and additions:**

- In §155.036 “Schedule of Land Uses”, make “Mixed Use Residential and Business (Lofts)” a principally permitted land use.
- In §155.045 “B-1 Local Business District”, make “Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use)” a principally permitted land use.
- In §155.046 “B-2 Thoroughfare Mixed-Use District”, make “Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use)” a principally permitted land use.
- In §155.047 “B-3 General Business District”, make “Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use)” a principally permitted land use.
- In §155.049 “TCD Town Center District”, make “Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use)” a principally permitted land use.
- In §155.204 “Invalidation of Regulated Use Permits”, clarify relationship between regulated and special land uses.

All edits are **highlighted in red** with new text **underlined** and deleted text marked with a **~~strikethrough~~**.

**§ 155.036 SCHEDULE OF LAND USES.**

Table 2-1. Schedule of Land Uses displays specific land uses in reference to their respective zoning districts. The schedule is general and intended to provide initial guidance for users. A complete list with land use conditions is set forth in §§ 155.041 through 155.049. Regulations in §§ 155.041 through 155.049 take precedent over Table 2-1 below.

**Table 2-1 Schedule of Land Uses by Zoning District**

|                                                            | Zoning Districts |     |      |     |          |          |     |     |          |
|------------------------------------------------------------|------------------|-----|------|-----|----------|----------|-----|-----|----------|
|                                                            | R-1              | RM  | RM-1 | O-1 | B-1      | B-2      | B-3 | M-1 | TCD      |
|                                                            | A, B, C          |     |      |     |          |          |     |     |          |
| <b>Residential Land Use Types</b>                          |                  |     |      |     |          |          |     |     |          |
| One-Family Detached Dwelling                               | P                | P   | P    |     |          |          |     |     | P        |
| Two-Family Dwellings/Duplexes                              |                  | P   | P    |     |          |          |     |     |          |
| Townhomes (2 story max.)                                   |                  | P   | P    |     |          | P        |     |     |          |
| Townhomes (3 story max.)                                   |                  | SLU |      |     |          |          |     |     |          |
| Multiple-Family Dwellings (2 story max.)                   |                  | P   | P    |     |          |          |     |     | P        |
| Multiple-Family Dwellings (3 story max.)                   |                  | SLU | P    |     |          | P        |     |     | P        |
| Multiple-Family Dwellings (4+ stories)                     |                  |     | SLU  |     |          |          |     |     | P        |
| Mixed-Use Residential and Business (Lofts)                 |                  |     |      |     | SLU<br>P | SLU<br>P | P   |     | SLU<br>P |
| Manufactured Housing Community                             |                  |     |      |     |          |          | SLU | SLU |          |
| <b>Public/Quasi-Public Land Use Types</b>                  |                  |     |      |     |          |          |     |     |          |
| Charitable Gaming Room                                     |                  |     |      |     |          | SLU      | SLU | SLU | P        |
| Child/Adult Foster Care (6 or less persons)                | P                | P   | P    |     |          |          |     |     | P        |
| Child/Adult Foster Care (7, but fewer than twelve persons) | SLU              | SLU | SLU  |     |          |          |     |     |          |
| Assisted Living Facilities/Elderly Housing                 |                  | SLU | SLU  |     |          | SLU      | SLU |     |          |
| Nursing and Convalescent Homes                             |                  | SLU | SLU  | SLU |          | SLU      |     |     |          |
| Transient Residential and Rooming Houses                   |                  |     |      |     |          | SLU      | SLU |     |          |

|                                                                                   |     |     |     |     |     |       |     |   |     |
|-----------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-------|-----|---|-----|
| Publicly Owned Libraries                                                          | P   | P   | P   | P   |     |       |     |   | P   |
| Publicly Owned Parks and Parkways                                                 | P   | P   | P   | P   |     |       |     |   | P   |
| Publicly Owned Recreation Facilities                                              | P   | P   | P   | P   |     |       |     |   | P   |
| Post Offices and Similar Government Offices                                       |     |     |     | P   |     | P     | P   |   | P   |
| Utility and Public Owned Buildings w/o storage yards                              | SLU | SLU | SLU | SLU | SLU | P/SLU | P   | P | P   |
| General Hospitals                                                                 |     |     | SLU |     |     |       | SLU |   |     |
| Religious institutions and Incidental Facilities                                  | SLU | SLU | SLU |     | SLU | SLU   | SLU |   | SLU |
| Cemeteries                                                                        | P   | P   | P   |     |     |       |     |   |     |
| Private Noncommercial Recreational Areas                                          | SLU | SLU | SLU |     |     |       |     |   |     |
| Institutional or Community Recreation Centers                                     | SLU | SLU | SLU |     |     |       |     |   | P   |
| Golf Courses                                                                      | SLU |     |     |     |     |       |     |   |     |
| Non-Profit Public, Parochial and Private Elementary, Intermediate or High Schools | SLU | SLU | SLU |     |     | SLU   | SLU |   |     |
| Colleges, Universities and Institutions of Higher Learning, Public and Private    | SLU | SLU | SLU |     |     |       | SLU |   |     |
| Business Schools and Colleges                                                     |     |     |     |     |     |       | SLU |   |     |
| Vocational Training Centers and Schools                                           |     |     |     |     |     | SLU   | SLU |   |     |
| Private For-Profit Schools, Business Schools and Colleges                         |     |     |     |     |     | SLU   | SLU |   |     |
| Theaters                                                                          |     |     |     |     |     | SLU   | SLU |   | P   |
| Assembly Halls                                                                    |     |     |     |     |     | SLU   | SLU |   | P   |

|                                                                 |   |   |   |  |   |     |     |       |     |
|-----------------------------------------------------------------|---|---|---|--|---|-----|-----|-------|-----|
| Concert Halls                                                   |   |   |   |  |   | SLU | SLU |       | P   |
| Private Clubs                                                   |   |   |   |  |   | P   | P   | P/SLU |     |
| Fraternal Organizations                                         |   |   |   |  |   | P   | P   | P/SLU |     |
| Lodge Halls                                                     |   |   |   |  |   | P   | P   | P/SLU |     |
| <b>Business and Office Land Use Types</b>                       |   |   |   |  |   |     |     |       |     |
| Adult Businesses and Uses                                       |   |   |   |  |   |     | SLU |       |     |
| Arcades                                                         |   |   |   |  |   |     | SLU |       |     |
| Art, Photographic and Design Studios                            |   |   |   |  |   | P   | P   |       | P   |
| Automobile Repair (Minor)                                       |   |   |   |  |   |     | SLU | SLU   |     |
| Automobile Service Centers (as part of planned shopping center) |   |   |   |  |   | SLU | SLU |       |     |
| Automobile Service Stations                                     |   |   |   |  |   |     | SLU | SLU   |     |
| Banks and Similar Financial Institutions                        |   |   |   |  |   | P   | P   |       | P   |
| Bar or Lounge                                                   |   |   |   |  |   | SLU | SLU |       | SLU |
| Bus Passenger Stations                                          |   |   |   |  |   | P   | P   | P     | P   |
| Cabaret                                                         |   |   |   |  |   |     | SLU |       |     |
| Carry-out Restaurants                                           |   |   |   |  |   | SLU | SLU |       | P   |
| Crafts and Fine Arts (Instruction in)                           | P | P | P |  |   | P   | P   |       | P   |
| Computer Centers                                                |   |   |   |  |   |     | P   | P     |     |
| Dance, Music and Voice Schools                                  |   |   |   |  |   | P   | P   |       |     |
| Drive-in Restaurants                                            |   |   |   |  |   | SLU | SLU |       |     |
| Drive-Through Facilities                                        |   |   |   |  |   | SLU | SLU |       |     |
| Drive-Through Restaurants                                       |   |   |   |  |   | SLU | SLU |       |     |
| Dry Cleaners                                                    |   |   |   |  | P | P   | P   |       | P   |
| Electronic Data Processing Centers                              |   |   |   |  |   |     | P   | P     |     |
| Fast Food Restaurants w/o drive-through                         |   |   |   |  |   | SLU | SLU | SLU   |     |

|                                                             |     |     |     |     |     |     |               |   |     |
|-------------------------------------------------------------|-----|-----|-----|-----|-----|-----|---------------|---|-----|
| Firearms sales establishments                               |     |     |     |     |     |     | SLU           |   |     |
| Hotels (Full Service)                                       |     |     |     |     |     |     | SLU           |   | P   |
| Indoor Commercial Recreation                                |     |     |     |     |     | SLU | SLU/ <i>P</i> |   | P   |
| Kennel, Commercial                                          |     |     |     |     |     |     | SLU           |   | P   |
| Liquor, Beer and Wine Sales                                 |     |     |     |     |     |     | SLU           |   |     |
| Massage Businesses                                          |     |     |     |     |     |     | SLU/ <i>P</i> |   |     |
| Medical and Dental Laboratories                             |     |     |     |     |     | P   | P             |   |     |
| Medical and Dental Offices and Clinics                      |     |     |     | P   | P   | P   | P             |   |     |
| Mobile Food Court / Park                                    |     |     |     |     |     | P   | P             |   | SLU |
| Mobile Food Vending Unit                                    |     |     |     |     |     | P   | P             | P | P   |
| Mortuaries                                                  |     |     |     |     |     | P   | P             |   |     |
| Motels                                                      |     |     |     |     |     |     | SLU           |   |     |
| Murals                                                      |     |     |     |     | P   | P   | P             | P | P   |
| New and Used Vehicle Sales (Indoor)                         |     |     |     |     |     |     | SLU           |   |     |
| New and Used Vehicle Sales (Outdoor)                        |     |     |     |     |     |     | SLU           |   |     |
| Nursery Schools, Day Nurseries and Child/Adult Care Centers | SLU | SLU | SLU | SLU | SLU | SLU | P             |   | P   |
| Office Equipment - Sales and Service                        |     |     |     |     |     | P   | P             |   |     |
| Open Air Businesses                                         |     |     |     |     |     | SLU | SLU           |   |     |
| Pawnshops                                                   |     |     |     |     |     |     | SLU           |   |     |
| Personal Service Establishments                             |     |     |     |     | P   | P   | P             |   | P   |
| Professional and Financial Services                         |     |     |     |     |     | P   | P             |   | P   |
| Professional Offices                                        |     |     |     | P   |     | P   | P             |   | P   |
| Public Utility Offices w/o storage yards                    |     |     |     | P   |     | P   | P             | P |     |

|                                                                                                 |  |  |  |  |   |     |     |     |   |
|-------------------------------------------------------------------------------------------------|--|--|--|--|---|-----|-----|-----|---|
| Retail Reproduction Services                                                                    |  |  |  |  |   | P   | P   | P   | P |
| Retail Businesses (Convenience)                                                                 |  |  |  |  | P | P   | P   | SLU | P |
| Retail (within enclosed building)                                                               |  |  |  |  |   | P   | P   |     | P |
| Secondhand Stores                                                                               |  |  |  |  |   | SLU | SLU |     |   |
| Showrooms and Workshops                                                                         |  |  |  |  |   | P   | P   | P   |   |
| Specially designated distributor (SDD)                                                          |  |  |  |  |   |     | SLU |     |   |
| Specially designated merchant (SDM).                                                            |  |  |  |  |   |     | SLU |     |   |
| Standard Restaurants                                                                            |  |  |  |  |   | P   | P   | SLU | P |
| Substance Abuse Rehabilitation Clinics                                                          |  |  |  |  |   |     | SLU |     |   |
| Tattoo Establishments                                                                           |  |  |  |  |   | SLU | SLU |     |   |
| Temporary Pop-Up Retail Commercial Use                                                          |  |  |  |  |   | P   | P   |     | P |
| Vehicle Wash Establishments                                                                     |  |  |  |  |   |     | SLU |     |   |
| Veterinary Hospitals and Clinics                                                                |  |  |  |  |   | P   | P   |     |   |
| <b>Industrial Land Use Types</b>                                                                |  |  |  |  |   |     |     |     |   |
| Automobile or other machinery assembly plants                                                   |  |  |  |  |   |     |     | SLU |   |
| Automobile and Vehicle Repair (Major), including Collision, Transmission and Undercoating Shops |  |  |  |  |   |     |     | SLU |   |
| Canning Factories                                                                               |  |  |  |  |   |     |     | SLU |   |
| Central Dry Cleaning Plants (no retail permitted)                                               |  |  |  |  |   |     |     | P   |   |
| Greenhouse and Similar Uses                                                                     |  |  |  |  |   |     |     | SLU |   |
| Laboratories                                                                                    |  |  |  |  |   |     |     | P   |   |

|                                                                                                |  |     |     |   |     |   |     |     |  |
|------------------------------------------------------------------------------------------------|--|-----|-----|---|-----|---|-----|-----|--|
| Lumber and Planing Mills                                                                       |  |     |     |   |     |   |     | SLU |  |
| Manufacturing and Assembly Operations (enclosed; not including large stampings)                |  |     |     |   |     |   |     | P   |  |
| Metal Plating and Similar Uses                                                                 |  |     |     |   |     |   |     | SLU |  |
| Metal Stamping and Similar Uses                                                                |  |     |     |   |     |   |     | SLU |  |
| Painting and Varnishing Shops                                                                  |  |     |     |   |     |   |     | SLU |  |
| Reproduction Plants                                                                            |  |     |     |   |     |   |     | P   |  |
| Research and Development Facilities                                                            |  |     |     |   |     |   | SLU | P   |  |
| Self-Service Storage Facilities                                                                |  |     |     |   |     |   | SLU | P   |  |
| Sign Repair/Manufacturing                                                                      |  |     |     |   |     |   |     | P   |  |
| Storage Yards for Public Utilities                                                             |  |     |     |   |     |   |     | P   |  |
| Storage Facilities for Building Materials, Contractor's Equipment, Open Storage and Junk Yards |  |     |     |   |     |   |     | SLU |  |
| Trade or Industrial Schools                                                                    |  |     |     |   |     |   |     | P   |  |
| Truck and Terminal Facilities                                                                  |  |     |     |   |     |   |     | P   |  |
| Utility and Public Service Buildings w/o storage yards                                         |  | SLU | SLU | P | SLU | P | P   | P   |  |
| Vehicle and Machinery Assembly Plants                                                          |  |     |     |   |     |   |     | SLU |  |
| Warehouse and Wholesale Businesses                                                             |  |     |     |   |     |   |     | P   |  |
| <b>Miscellaneous Land Use Types</b>                                                            |  |     |     |   |     |   |     |     |  |

|                                                 |     |     |     |     |     |     |     |     |     |
|-------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Accessory Buildings and Structures              | P   | P   | P   | P   | P   | P   | P   | P   |     |
| Accessory Businesses                            |     |     |     | P   | P   | P   | P   | P   | P   |
| Accessory Uses                                  |     |     |     | P   | P   | P   | P   | P   |     |
| Agricultural (5+ acres)                         | P   | P   | P   |     |     |     |     |     |     |
| Amateur Radio Antenna                           | SLU | SLU | SLU | SLU | SLU | SLU | SLU | SLU |     |
| Automobile Parking                              | P   | P   | P   | P   | P   | P   | P   | P   | P   |
| Electric Transformer Stations w/o storage yards |     |     |     |     |     | SLU | P   | P   |     |
| Gas Regulator Stations w/o storage yards        |     |     |     |     |     | SLU | P   | P   |     |
| Medical Marijuana Cultivation Facility          |     |     |     |     |     |     |     | SLU |     |
| Medical Marijuana Provisioning Center           |     |     |     |     | SLU | SLU | SLU |     | SLU |
| Medical Marijuana Processing Facility           |     |     |     |     |     |     |     | SLU |     |
| Medical Marijuana Testing Facility              |     |     |     |     |     |     |     | SLU |     |
| Medical Marijuana Transportation Facility       |     |     |     |     |     |     |     | SLU |     |
| Recreational Marijuana Grower                   |     |     |     |     |     |     |     | SLU |     |
| Recreational Marijuana Processing               |     |     |     |     |     |     |     | SLU |     |
| Recreational Marijuana Retailer                 |     |     |     |     | SLU | SLU | SLU |     | SLU |
| Recreational Marijuana Safety Compliance        |     |     |     |     |     |     |     | SLU |     |
| Recreational Marijuana Transporter              |     |     |     |     |     |     |     | SLU |     |
| Telephone Exchanges w/o storage yards           |     |     |     |     |     | SLU | P   | P   |     |
| Temporary Buildings for Construction            | P   | P   | P   |     |     |     |     |     |     |

|                                                         |  |  |  |  |  |     |     |     |  |
|---------------------------------------------------------|--|--|--|--|--|-----|-----|-----|--|
| Water and Sewage Pumping Stations w/o storage yards     |  |  |  |  |  | SLU | P   | P   |  |
| Wireless Towers and Antennas                            |  |  |  |  |  |     | SLU | SLU |  |
| <b>Notes: P = Permitted Use, SLU = Special Land Use</b> |  |  |  |  |  |     |     |     |  |

### **§ 155.045 B-1 LOCAL BUSINESS DISTRICT.**

(A) Intent. The intent of the B-1 Local Business Districts is to provide residential scale convenience shopping and personal service uses to meet the day-to-day needs of persons. Uses exhibiting low intensity, limited hours of operation, low volumes of traffic, low noise levels and developed at scale and character of nearby neighborhoods are intended for the B-1 District.

(B) Principal uses permitted. The following regulations shall apply in all B-1 Districts and no building, structure or premises, except as otherwise provided in this chapter, shall be erected, altered or used except for one or more of the following specified uses:

(1) Generally recognized retail business which supplies commodities on the premises, for persons residing in adjacent residential areas, such as but not limited to: groceries, meats, dairy products, baked goods or other foods, drugs, dry goods, clothing and notions, or hardware. All business establishments shall be retail or service establishments dealing directly with consumers.

(2) Personal service establishment which performs services on the premises, such as but not limited to: repair shops (watches, radio, television, shoe, and the like) tailor shops, beauty parlors or barber shops, photographic studios, and self-service laundries.

(3) Dry cleaning establishments or pick-up stations dealing directly with consumers. Central dry cleaning plants serving more than one retail outlet shall be prohibited.

(4) Other uses similar to the above uses.

(5) Accessory structures and uses customarily incident to the above permitted uses, provided that they shall be designed and located as permitted in §§ 155.071 through 155.081, General Development Standards.

(6) Automobile parking space to be provided as required in §§ 155.071 through 155.081, General Development Standards.

(7) Murals.

(8) Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use).

(C) Required conditions.

(1) All business establishments shall be retail or service establishments dealing directly with consumers.

(2) A restroom shall be provided for public use for all retail establishments in excess of 12,000 square feet of gross floor area.

(D) Special Land Uses. The following uses shall be permitted, subject to the conditions set forth in this subchapter, §§ 155.111 through 155.142, Special Conditions and Land Use Standards, and all applicable codes and ordinances set forth in this chapter and other codes and regulations

hereinafter imposed for each use. The following uses are subject further to the review and approval of the Planning Commission per standards set forth in this chapter:

~~(1) Mixed-use business and residential buildings.~~

(12) Nursery schools, day nurseries and child care centers (not including dormitories).

(23) Amateur radio antenna, subject to regulations of §§ 155.211 through 155.217, Wireless Communication Towers and Antennas.

(34) Utility and public service buildings without storage yards.

(45) Publicly owned buildings without storage yards

(56) Medical marijuana provisioning centers subject to the regulations of § 155.148

(67) Religious Institutions

(78) Recreational Marijuana Retailer subject to the regulations of § 155.150E

(E) Area and bulk requirements. Requirements limiting the height and bulk of buildings, the minimum size of lot permitted by land use, maximum density permitted, and minimum yard setbacks are set forth in § 155.061.

(Ord. 792, passed 12-3-01)

#### **§ 155.046 B-2 THOROUGHFARE MIXED-USE DISTRICT.**

(A) Intent. The Thoroughfare Mixed-Use District intends to provide for a mixed-use environment of business and higher density residential land uses. The district further intends to permit business establishments that balance both the convenience and comparison shopping needs of neighboring residents. These uses are more intensive than those permitted in the B-1 Local Business District, but not large scale vehicle dominated establishments as found in the B-3 General Business District. Because of the variety of business types and residential dwellings permitted, critical attention must be focused on site layout, building design, vehicular circulation, and coordination of site features between adjoining sites. Development should be:

(1) Designed as part of a planned shopping center or in coordination with development on adjoining commercial sites.

(2) Larger than in B-1 Districts.

(3) Located away from sensitive residential areas.

(4) Contributing to the development of a unified district in scale and character.

(5) Served by and connected to a major thoroughfare.

(B) Principal uses permitted. The following regulations shall apply in all B-2 Districts and no building, structure or premises, except as otherwise provided in this chapter, shall be erected, altered or used except for one or more of the following specified uses:

(1) Any retail business or service establishment permitted in B-1 Districts as principally permitted.

(2) All retail business, service establishments or processing uses as follows:

(a) Any retail business whose principal activity is the sale of merchandise in an enclosed building.

(b) Any service establishment of an office, showroom or workshop nature of an electrician, decorator, dressmaker, tailor, baker, painter, upholsterer, or an establishment doing radio or

home appliance repair, photographic reproduction and similar service establishments that require a retail adjunct.

(3) Private clubs, fraternal organizations and lodge halls, subject to the requirements of § 155.218.

(4) Standard restaurants.

(5) Business establishments that perform services on the premises, such as but not limited to banks, loan companies, insurance offices, and real estate offices.

(6) Professional services, including the following: medical clinics (outpatient only), and offices of doctors, dentists, osteopaths, and similar or allied professions.

(7) Post office and similar governmental office buildings, serving persons living in the adjacent residential area.

(8) Office buildings for any of the following occupations: executive, administrative and professional, writing, clerical, stenographic, drafting and sales, subject to the limitations contained below in division (C) of this section.

(9) Medical and dental offices, including clinics and laboratories, but excluding substance abuse centers.

(10) Publicly owned buildings, exchanges and public utility offices, but not including storage yards, transformer stations, substations or gas regulator stations, subject to the limitations contained below in division (D) of this section.

(11) Veterinary hospitals and clinics.

(12) Dance schools, music and voice schools, and art studios.

(13) Art shops, photographic studios design studios and other similar uses.

(14) Office equipment and sales.

(15) Reproduction services where the primary use is serving walk-in customers with small volume copying or word processing services, not including blueprinting and similar industrial type operations.

(16) Personal service establishments, including barber shops, beauty shops, health salons and similar uses.

(17) Town homes (three stories or less).

(18) Multiple-family dwellings (three stories or less).

(19) Other uses similar to the above uses.

(20) Accessory structures and uses customarily incident to the above permitted uses provided that they shall be designed and located as permitted in §§ 155.071 through 155.081, General Development Standards.

(21) Mortuaries.

(22) Automobile parking space to be provided as required in §§ 155.071 through 155.081.

(23) Temporary Pop-Up Commercial Use.

(24) Passenger Bus Stations

(25) Mobile Food Vending Unit

(26) Mobile Food Court/Park

(27) Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use).

(C) Required conditions.

- (1) All business establishments shall be retail or service establishments dealing directly with consumers. All goods provided on the premises shall be sold at retail on the premises where produced.
- (2) All business, servicing or processing, except for off-street parking, loading and those open air uses indicated as being subject to Special Land Use in division (D) below, shall be conducted within completely enclosed buildings.
- (3) Site plans shall be planned so as to recognize the front, rear, and side relationship of adjacent development. The Planning Commission and Council may recommend physical features to be provided which will insure harmony in these yard relationships.
- (4) A restroom shall be provided for public use for all retail establishments in excess of 12,000 square feet of gross floor area.

(D) Special Land Uses. The following uses shall be permitted, subject to the conditions set forth in this subchapter, §§ 155.111 through 155.142, Special Conditions and Land Use Standards and all applicable codes and ordinances set forth in this chapter and other codes and regulations hereinafter imposed for each use. The following uses are subject further to the review and approval of the Planning Commission per standards set forth in this chapter:

- (1) Open air business uses when developed in planned relationship with permitted uses within the B-2 District.
- (2) Bowling alley, billiard hall, indoor archery range, or indoor skating rink, or similar forms of indoor commercial recreation when located at least 100 feet from any front, rear or side yard of any residential lot in an adjacent residential district. Firearm ranges are expressly prohibited.
- (3) Public utility buildings, telephone exchange buildings, electric transformer stations and substations, gas regulator stations with service yards but without storage yards, water and sewage pumping stations.
- (4) Automobile service centers, when developed as part of a larger planned shopping center designed so as to integrate the automobile service center within the site plan and architecture of the total shopping center; and provided further that a building permit shall not be issued separately for the construction of any automobile service center within the B-2 District.
- (5) Nursing and convalescent homes.
- (6) Senior housing, assisted living and similar types of housing for the elderly not to exceed a height of three stories.
- (7) Carry-out, fast food, drive-thru or drive-in restaurants.
- ~~(8) Mixed use business and residential buildings.~~
- ~~(98)~~ Business schools and colleges, or vocational training centers, such as trade schools.
- ~~(109)~~ Nursery schools, day nurseries and child care centers.
- ~~(101)~~ Theaters, assembly halls, concert halls or similar places of assembly when conducted within enclosed buildings, subject to the requirements of § 155.218.
- ~~(112)~~ Private schools operated for profit.
- ~~(123)~~ Amateur radio antenna, subject to regulations of §§ 155.211 through 155.217, Wireless Communication Towers and Antennas.
- ~~(134)~~ Utility and public service buildings without storage yards.
- ~~(145)~~ Public, parochial and other private elementary, intermediate schools and/or high schools offering courses in general education, not operated for profit.
- ~~(156)~~ Tattoo parlors.
- ~~(167)~~ Charitable gaming room subject to the regulations of § 155.145.

- (1~~78~~) Medical marijuana provisioning centers subject to the regulations of § 155.148
- (1~~89~~) Second Hand Stores
- (2019) Religious Institutions
- (201) Bar or Lounge
- (212) Recreational Marijuana Retailer subject to the regulations of § 155.150E.

(E) Area and bulk requirements. Requirements limiting the height and bulk of buildings, the minimum size of lot permitted by land use, maximum density permitted, and minimum yard setbacks are set forth in § 155.061.

(Ord. 792, passed 12-3-01; Am. Ord. 830, passed 12-21-09; Am. Ord. 836, passed 2-21-11; Am. Ord. 838, passed 8-15-11)

#### **§ 155.047 B-3 GENERAL BUSINESS DISTRICT.**

(A) Intent. The intent of the B-3 General Business District intends to provide locations for development of businesses which cater primarily to the comparison shopping needs of the city's and surrounding communities' residents on an intermittent or semi-monthly or greater basis. Convenience type commercial uses are permitted in combination with the predominant comparison uses in planned shopping center developments where a combination of such uses is considered appropriate based on the desired economic function and quality and range of businesses in the B-3 District.

(B) Principal uses permitted. The following regulations shall apply to all B-3 Districts and no building, structure or premises, except as otherwise provided in this chapter, shall be erected, altered or used except for one or more of the following specified uses:

- (1) Any retail business or service establishment permitted in B-2 Districts as principally permitted.
- (2) Mortuary establishments, when adequate assembly area is provided off-street for vehicles to be used in funeral procession; provided further that such assembly area shall be provided in addition to any required off-street parking area. A caretaker's residence may be provided within the main building of mortuary establishments.
- (3) Bus passenger stations.)
- (4) Governmental offices or other governmental use, public utility offices, exchange transformer stations, pump stations and service yards, but not including outdoor storage.
- (5) Standard restaurants.
- (6) Massage practitioner offices.
- (7) Electronic data processing or computer centers.
- (8) Bowling alley, billiard hall, indoor archery range, or indoor skating rink, or similar forms of indoor commercial recreation when located at least 100 feet from any residential lot in an adjacent residential district.
- (9) Reproduction services where the primary use is serving walk-in customers with small volume copying or word processing services, not including blueprinting and similar industrial type operations.
- (10) Veterinary hospitals or clinics provided all activities are conducted within a totally enclosed main building and provided further that no property line abuts a district zoned for residential use.
- (11) Public utility buildings.
- (12) Accessory structures and uses customarily incident to the above permitted uses, provided that they shall be designed and located as permitted in §§ 155.111 through 155.142.

- (13) Utility and public service buildings without storage yards.
- (14) Computer and electronic data processing centers.
- (15) Automobile parking space to be provided as required in §§ 155.071 through 155.081,
- (16) Temporary Pop-Up Commercial Use.
- (17) Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use).

#### General Development Standards.

##### (C) Required conditions.

- (1) All business establishments shall be retail or service establishments dealing directly with consumers. All goods provided on the premises shall be sold at retail on the premises where produced.
- (2) All business, servicing or processing, except for off-street parking, loading and those open air uses indicated as being subject to special land uses in division (D) below, shall be conducted within completely enclosed buildings.
- (3) Site plans shall be planned so as to recognize the front, rear, and side relationship of adjacent development. The Planning Commission and Council may recommend physical features to be provided which will insure harmony in these yard relationships.
- (4) A restroom shall be provided for public use for all retail establishments in excess of 20,000 square feet of gross floor area.

(D) Special Land Uses. The following uses shall be permitted, subject to the conditions set forth in this subchapter, §§ 155.111 through 155.142, Special Conditions and Land Use Standards, and all applicable codes and ordinances set forth in this chapter and other codes and regulations hereinafter imposed for each use. The following uses are subject further to the review and approval of the Planning Commission per standards set forth in this chapter:

- (1) All uses allowed in a B-2 District which shall be subject to the same Special Land Use as in a B-2 District.
- (2) Outdoor sales space for exclusive sale of new or secondhand vehicles or house trailers.
- (3) Open air business uses for the retail sales of plant material not grown on the site, and sales of lawn furniture, playground equipment and garden supplies; provided further that such uses shall be located at the exterior end of the building mass.
- (4) Adult supply stores.
- (5) Adult motion picture theaters.
- (6) Arcades.
- (7) Bar or establishment for the sale of beer or intoxicating liquor for consumption on the premises.
- (8) Cabaret.
- (9) Firearms sales establishments.
- (10) Motels, inns and travel lodges.
- (11) Hotels.
- (12) Massage establishments.
- (13) Pawnshops.
- (14) Pool or billiard halls.
- (15) Public lodging house, transient housing, rooming houses.
- (16) Secondhand stores.

- (17) Specially designated distributor (SDD).
  - (18) Specially designated merchant (SDM).
  - (19) Tattoo establishments.
  - (20) Carry-out, fast food, drive-thru or drive-in restaurants.
  - (21) Vehicle wash establishments, when completely enclosed in a building.
  - (22) Commercial kennel provided all activities are conducted within a totally enclosed main building and provided further that no property line abuts a district zoned for residential use.
  - (23) Automobile service stations.
  - (24) Automobile service centers, when developed as part of a larger planned shopping center. The design shall integrate the automobile service center within the site plan and architectural character of the total shopping center. A building permit shall not be issued separately for the construction of any automobile service center.
  - (25) General hospitals, except those for criminals and those solely for the treatment of persons who are mentally ill or have contagious disease, with no maximum height.
  - (26) Greenhouse and florist operations involving the growing, wholesaling and/or retailing of plant materials.
  - (27) Nursing and convalescent homes.
  - (28) Theaters, assembly halls, concert halls or similar places of assembly when conducted within enclosed buildings, subject to the requirements of § 155.218.
  - (29) Business schools and colleges or private schools operated for profit.
  - (30) Amateur radio antenna, subject to regulations of §§ 155.211 through 155.217, Wireless Communication Towers and Antennas.
  - (31) Research and development facilities.
  - (32) Manufactured housing communities, subject to requirements of § 155.140 of this chapter.
  - (33) Fast food restaurants without drive-thru service.
  - (34) Charitable gaming room subject to the regulations of § 155.145.
  - (35) Minor vehicle repair, subject to the regulations of § 155.128.
  - (36) Commercial Warehouse, Wholesale Operations and Distribution subject to the regulations of § 155.147.
  - (37) Medical marijuana provisioning centers subject to the regulations of § 155.148
  - (38) Religious Institutions
  - (39) New and used vehicle and trailer indoor sales, showroom or office.
  - (40) Self-Storage Facilities
  - (E) Area and bulk requirements. Requirements limiting the height and bulk of buildings, the minimum size of lot permitted by land use, maximum density permitted, and minimum yard setbacks are set forth in § 155.061.
- (Ord. 792, passed 12-3-01; Am. Ord. 836, passed 2-21-11)

#### **§ 155.049 TCD TOWN CENTER DISTRICT.**

(A) Intent. The TCD Town Center District intends to provide a vibrant mixed-use civic center. Experience has shown that successful cities have a town center focal point that integrates civic, convenience and community retail businesses and residences in a coordinated and pedestrian-friendly land use strategy. To this end, this district intends to achieve integrated site planning of adjoining developments to achieve a pedestrian-friendly environment, compatibility of

architectural scale and character, compatibility of land uses, higher-density residential developments, support retail and civic core. In keeping with the above intent, the TCD Town Center District is intended to serve the following specific goals:

- (1) Meet the goals and intent of the master plan and provide for land uses and design that supports and furthers the concept and vision of the town center.
- (2) Realize the full economic potential of this center through coordinated mixed-use and high-intensity planning concepts.
- (3) Promote and enhance recreation opportunities through well-designed private parks in new residential communities and improved connections to the Rouge River.
- (4) Promote coordination of private and public efforts in the planning and development of needed infrastructure improvements.
- (5) Provide for orderly and integrated planning to avoid fragmentary or speculative development.
- (6) Prevent long-term vacancy, blight, decay or abandonment.

Principal uses permitted. In the TCD District, no building or land, except as otherwise provided in this chapter, shall be erected or used except for one or more of the following specific purposes. Review of site architectural and landscape plans is required by the Planning Commission for change in use of existing tenant space greater than 5,000 square feet and new construction to find proper relationships between architectural scale and character; vehicular and pedestrian traffic safety; interconnected open space and recreation areas; interconnected pedestrian and non-motorized walks and paths; and appropriate mixture of land uses. Change in use of existing tenant space 5,000 square feet and under may be approved administratively by the City Planner.

- (1) Multiple-family residential buildings.
- (2) Retail businesses that are consistent with the vision of the district.
- (3) Personal service establishments.
- (4) Hotels.
- (5) Professional offices.
- (6) Financial institutions.
- (7) Restaurants (carry-out and standard); delivery services shall be accessory to the primary use only.
- (8) Public parks and parkways.
- (9) Public and civic buildings.
- (10) Child and adult day care center as a limited accessory use.
- (11) Uses similar to the above that are consistent with the vision of the district.
- (12) Uses and structures accessory to the above.
- (13) Theaters, assembly halls, and concert halls, subject to the requirements of § 155.218.
- (14) Automobile parking space to be provided as required in §§ 155.071 through 155.081, General Development Standards.
- (15) Charitable gaming room subject to the regulations of § 155.145.
- (16) Religious Institutions
- (17) Temporary Pop-Up Commercial Use.
- (18) Bus Passenger Stations
- (19) Mobile Food Vending Unit
- (20) Murals

(21) Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use).

(C) Special Land Uses. Planning Commission may approve uses listed in § 155.047, B-3, General Business District that are consistent with the specific goals of the TCD, Town Center District § 155.049(A), subject to the conditions set forth in this subchapter, §§ 155.111 through 155.149, Special Land Use Standards, and all applicable codes and ordinances set forth in this chapter and other codes and regulations hereinafter imposed for each use. Auto-oriented and adult business uses, including: vehicle sales, vehicle repair, vehicle wash establishments, automobile service stations, manufactured home communities, adult book stores, adult motion picture theaters, adult cabarets, and similar uses are strictly prohibited.

(D) Application procedure and submission requirements. When required, the Planning Commission shall recommend to City Council that the site plan and Special Land Use be approved, conditionally approved, or denied. Any proposed development within the boundaries zoned TCD Town Center District, including but not limited to exterior renovations, additions, new structures, new signs, and changes of uses, either existing at the time any parcel was zoned TCD Town Center District or commenced or erected thereafter, shall be subject to the provisions of this chapter. An owner or applicant shall submit a written application to the Commission describing proposed uses, design, extent, and development timetable and the legal interest of the applicant. In addition, the applicant shall provide the following requirements along with relevant supporting documentation:

- (1) A recent “as built” survey, certified to the city and containing a metes and bounds legal description or plat description of the property exhibiting the location of all property improvements, total acreage, and site measurements.
- (2) Copies of all instruments creating restrictions hindering development of the property.
- (3) A site plan conforming to the requirements of § 155.286, Site plan review.
- (4) Buildings and development elevations from four major directions, including exterior dimensions.
- (5) Floor plans including overall floor plan, projected number of units and their projected area, and number of bedrooms per unit.
- (6) Landscape plan and schedule depicting species location, size and quantity.
- (7) Soil studies.
- (8) Signage plans.
- (9) Sight lines and public access connections to the river corridor, where applicable.
- (10) Pedestrian connections to proposed buildings and land uses, to the public sidewalk system and to adjacent properties.
- (11) Development timetable setting forth expected starting and completion dates for construction, and the date on which the project will begin operation. If the development is to be constructed in phases, a timetable showing applicable starting and completion dates for each phase shall be submitted along with the part of the overall property allocated to each phase which shall be indicated on the site plan.
- (12) A development and financial resume for the applicant and developer, other than the applicant, which demonstrates a past performance of proving a level of skill and organizational activity necessary for project completion. Significant financial documentation indicating finance capability and methods shall, in addition, be submitted.

(13) Traffic studies indicating daily peak traffic demands and direction of such traffic as expected to be generated by the project. All traffic shall be accommodated safely and efficiently on-site and by the abutting street system. If a deficiency will occur, the applicant shall submit plans to improve the street system along with a proposal to provide feasible financing methods. Development accessing Michigan Avenue shall meet all requirements of the Michigan Department of Transportation (MDOT).

(14) Parking spaces and data indicating the number of vehicle spaces and/or bicycle racks required for the proposed use.

The Planning Commission, upon recommendation of the City Planner may waive submissions requirements detailed in divisions (11) through (14) above, or portions thereof, if it has been determined that the information is not necessary for project evaluation or that sufficient documentation has been previously submitted. However, in all instances, the applicant shall submit at least one elevation and a site plan to scale, which shows the renovation or modification.

(E) Planning Commission review and approval. The Planning Commission shall review the project application with regard to specified standards and requirements of the TCD Town Center District and as set forth below:

(1) The review procedure shall be conducted in conformance to § 155.288, Procedures for special land use review, and § 155.289, Standards for special land use approval.

(2) The Planning Commission shall conduct its review of all new projects or changes in site or building conditions of existing developments in conformance with the notice and public hearing requirements for special land uses subject to discretionary decisions as specified in § 155.291, Public hearing notification requirements, and in Public Act 207 of 1921, as amended.

Following the review process, the Commission may approve or deny the application based on specified standards and requirements set forth in this section. Specific conditions applied to an approved plan shall be made part of the record of approval as set forth in the approval resolution. The specified conditions shall be modified only as provided for in this section.

(F) Standards and requirements for review and approval. The Planning Commission shall make conclusions for a proposed development application based on the following standards and requirements:

(1) All proposed uses shall comply with the Master Plan and be consistent with the spirit, specific intent, and purposes of the Town Center District.

(2) The application proposal shall set forth specific written descriptions of heights, setbacks, density, parking, vehicular and pedestrian circulation, landscaping, and other design elements which affect the impact of this project with adjacent properties, to other developments in the district, to the overall plans and goals of the district and to future users and inhabitants of the development. Standards of § 155.061 are not specifically required except as contained in the proposal approved by the Commission, or in any specified condition that has been made subject in the Commission's resolution of approval. However, the requirements of §§ 155.071 through 155.076 and §§ 155.078 through 155.081, General Development Standards, must be adhered to.

(3) Planning Commission may, at the recommendation of the City Planner, modify the off-street parking requirements of § 155.077. The off-street parking space requirements established in § 155.077(B) shall be the maximum parking permitted in the TCD Town Center District. The minimum parking requirements in the TCD Town Center District shall be 100% of the off-street

parking space requirements established in § 155.077(B). The off-street parking space requirements may be modified based on site uses, the provision of shared parking, and the provision of bicycle parking, and parking studies.

(4) Signs must meet the requirements of this chapter and shall be limited in size and numbers to avoid visual clutter associated with overall effect of multiple signs. Billboards are expressly prohibited.

(5) Proposed uses shall encourage pedestrian usage and encourage business patrons to remain in the district for an extended time period. Businesses that cater to transient vehicular traffic such as auto service stations or centers or similar uses are strictly prohibited.

(6) The proposed use(s) must not exceed the capacity of the existing and available public services, including utilities and public roads. However, the development proposal can contain adequate plans for providing needed services or evidence that such services will be available by the date the project is completed. This plan must meet Planning Commission's satisfaction.

(7) The project and its uses must be in compliance with all applicable federal, state and local laws and regulations.

(8) All project submission documents are subject to a review by a qualified professional city planner or other professional, who may be retained by the city for this purpose.

**(G) Permit and certificate issuance.**

(1) Subsequent to approval by the Commission, the Building Division shall not issue building permits or certificates of occupancy or certificates of re-occupancy until the plans and proposed uses comply with Planning Commission's resolution of approval.

(2) An applicant may file an appeal of an unfavorable determination by the City Planner or Planning Commission to the Zoning Board of Appeals. If the Board decides that the project complies with the approval resolution, then a permit or certificate shall be issued. Should the Zoning Board of Appeals sustain the determination of the City Planner or Planning Commission, the applicant may appeal their decision to the Circuit Court.

**(H) Modification of approved plans.**

(1) Approved development proposals may be modified by resolution of the Planning Commission after submission and review of an application in accordance with standards and requirements stated in this section.

(2) Approved development proposals may be administratively modified, upon discretion of the City Planner, provided the following conditions are met:

- (a) Building or structure area or height is not increased.
- (b) Dwelling unit density is not increased.
- (c) Off-street parking requirements are not modified.
- (d) The traffic pattern is not modified.
- (e) Trip generation is not increased.

**(I) Abandonment or expiration of time limits.** Approval of a project and any building permit or certificate may become null and void if any of the following conditions arise:

(1) The approved project is abandoned.

(2) A project has not achieved its one year construction progress as set forth in the submitted development timetable upon expiration of one year after the effective date of issuance of the initial building permit.

(3) An approved project has not obtained building permits within six months of final site plan approval.

(4) The approved project has not been completed six years after the effective date of issuance of the initial building permit.

Upon application, the Commission may approve extensions, provided that the application is received by the City Planner prior to the expiration date, on display of sound reasons which meet the satisfaction of the Commission. The applicant or designee of the applicant shall appear in person to apply for an extension.

(J) Prior consultation. All persons contemplating the development of any property located within the district are advised to contact and confer with the City Planner and staff prior to investing significant amounts of time, energy, and funds in preparing extensive plans, proposals, and submissions.

(Ord. 792, passed 12-3-01; Am. Ord. 827, passed 12-7-09; Am. Ord. 836, passed 2-21-11; Am. Ord. 838, passed 8-15-11; Am. Ord. 844, passed 9-17-12; Am. Ord. 849, passed 12-17-14)

#### **§ 155.204 INVALIDATION OF SPECIAL LAND REGULATED USE PERMITS.**

(A) No order of the City Council permitting a special land use or regulated use of a building or premises shall be valid for a period longer than one year unless such ~~regulated~~ use is established within such period or building permits have been issued within such period to establish the ~~regulated~~ use.

(B) A special land ~~regulated~~ use permit shall be deemed to authorize only a specific ~~regulated~~ use. Such ~~regulated~~ special land use permit shall expire if that use shall cease for more than six consecutive months for any reason.

(C) During the permitting process, regulated land uses are treated as special land uses and follow the same process. There are no “regulated use permits”, only “special land use permits”; however, special land uses that are “regulated uses” have more stringent location and noticing requirements than standard “special land uses” as described in §155.203.

(Ord. 792, passed 12-3-01)

## REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: January 28, 2020

From: Adrianna Jordan  
City Planner

Date for Council Consideration: February 3, 2020

**ACTION REQUESTED:** Council to offer a first reading of text amendments (TA 18-28) to the City's Zoning Ordinance pertaining to provisions for social clubs per the recommendations of the Planning Commission.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval

*Patrick Wimberly*

### BACKGROUND INFORMATION

A public hearing was held, and the proposed text amendments were recommended for approval by the Planning Commission on Monday, January 27, 2020. No public comment was received on the amendments at the public hearing. Draft meeting minutes are attached.

Proposed modifications include changes to §155.036 "Schedule of Land Uses, Public, Quasi-Public Land Use Types" to make "Private clubs, fraternal organizations, and lodge halls" a special land use in the B-2, B-3, and TCD districts, and a permitted land use in the M-1 district. Deletion of "§ 155.218 Theaters, Assembly Halls, Concert Halls, Clubs and Similar Organizations" and associated location restrictions.

A 2<sup>nd</sup> reading and request for approval of the proposed text amendments will occur at the Council meeting scheduled on Monday, February 17, 2020.

### SCOPE OF SERVICES

N/A

### JUSTIFICATION

The proposed zoning text amendments are being initiated by the City of Inkster due to the onerous burden placed on applicants when the City requires them to collect petition signatures.

The petition signature collection requirement has been triggered multiple times in a past few years for land uses as diverse as fraternal lodges, motorcycle clubs, and boys and girls clubs. When these applicants attempted to gather the required signatures in every instance they failed or just barely met the 51% threshold. This is primarily due to the fact that residents are uncomfortable answering the door to people they do not know, or due to rampant residential and commercial vacancies, and an inability to track down

absentee property owners. Therefore, Planning Staff believes that a more practical way to regulate social clubs and similar land uses is to make them special land uses. Social clubs and similar land uses are currently permitted by right. Making them a special land use would still allow the Planning Commission and City Council to use their discretion in approving these land uses, and the public and neighboring properties would still be notified through a public hearing process; however, it would remove the onerous signature collection burden. This proposed change only affects social clubs, assembly halls, concert halls, and theaters, and would not affect existing location or petition requirements associated with any other land uses.

**PROJECT OR IMPROVEMENT TASKS**

1. Improve and promote the image of Inkster.
2. Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster.

**COSTS**

There are no costs associated with these proposed text amendments.

**PROJECT TIME TABLE**

A second reading and request for approval of the proposed text amendments is scheduled during the Council meeting on Monday, February 17, 2020. If the request is approved by Council, the amendment will be published and posted and become effective after 30 days.

**RESOLUTION**

Resolved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Yes:

No:

Absent:

**CITY OF INKSTER  
PLANNING COMMISSION  
MINUTES**

A regular meeting was held on **Monday, January 27, 2020**, in the Inkster City Council Chambers, located at 26215 Trowbridge, Inkster, Michigan.

A quorum was reached. Chairman Chisholm called the meeting to order at 6:41 p.m.

**I. ROLL CALL**

Present: Chairman Chisholm, Vice Chairman Ratliff, Secretary Cain, Davis, Faison  
Absent: Willis (excused), Wimberly (excused)

Others in attendance: Adrianna Jordan, City Planner  
Kaitlyn Hines, Community Planner  
Ihsan Asmar, Applicant  
Imad Portes, Architect

Public in attendance: Timothy Williams  
Shawn Hart, Inkster Preparatory Academy  
Octavia Smith  
Angela Dotson  
Estella Chambers

**II. ADOPTION OF AGENDA**

**MOVED** by Ratliff, with amendment, Seconded by Davis to Adopt the Agenda. **MOTION CARRIED unanimously.**

**III. ADOPTION OF MINUTES OF November 25, 2019**

**MOVED** by Ratliff, Seconded by Faison to Adopt the Minutes. **MOTION CARRIED unanimously.**

**IV. PUBLIC HEARINGS**

**A. Case #s 19-05 (SLU) 19-06 (SP) Adult Foster Care Facility**

Public Hearing to review and consider approval of a special land use and site plan for a proposed Adult Foster Care Facility in the B-2, Thoroughfare Mixed-Use District at 715 Inkster, between Woodsfield and Avondale. Ihsan Asmar on behalf of Forever Care Homes is the applicant.

**MOVED** by Ratliff, Seconded by Davis to open the public hearing for Case #19-05 (SLU), 19-06 (SP) –Adult Foster Care Facility. **MOTION CARRIED unanimously.**

**Commissioners Concerns:**

1. Chairman Chisholm asked about the shared parking agreement and whether or not the whole thing should be tabled with the newly garnered information. Mr. Portes and Ms.

- Asmar replied that they had been in talks with the attorney that day and that they should not have sent the letter regarding the shared parking agreement. Ms. Jordan mentioned that the attorney's letter stated that there is not enough information to make a decision.
2. Vice Chairman Ratliff asked if there was currently a moratorium on AFC homes. Ms. Jordan replied that she did not believe so. He then asked about ownership of the garage behind the building. Ms. Asmar replied that it was owned by the school.
  3. Commissioner Faison asked about the ratio of people versus rooms available. Ms. Asmar responded that they meet state requirements for room square footage and occupants. Some rooms will house two people.
  4. Commissioner Davis asked what type of loading zone will be needed for this type of facility. Ms. Asmar replied that most of their deliveries will be with large vans, and that's why they requested the reduced loading zone size.
  5. Commissioner Cain asked what would happen if the shared parking agreement fell through. Ms. Asmar mentioned looking into purchasing another property or giving up the building all together. Shawn Hart then spoke on their meetings with the AFC regarding the shared parking agreement and that the board approved it, but the land owner was looking into it.

**MOVED** by Davis, Seconded by Ratliff to close the public hearing. **MOTION CARRIED unanimously.**

**MOVED** by Cain, Seconded by Faison to table 19-05 (SLU) and 19-06 (SP). **MOTION CARRIED unanimously.**

**B. Case # 18-28 (TA) Social Clubs**

Consideration of proposed text amendments to the City's Zoning Ordinance pertaining to provisions for Social Clubs. Proposed modifications include changes to §155.036 "Schedule of Land Uses, Public, Quasi-Public Land Use Types" to make "Private clubs, fraternal organizations, and lodge halls" a special land use in the B-2, B-3, and TCD districts, and a permitted land use in the M-1 district., Deletion of "§ 155.218 Theaters, Assembly Halls, Concert Halls, Clubs and Similar Organizations" and associated location restrictions.

**MOVED** by Davis, Seconded by Faison to open the public hearing for Case #18-28, (TA) – Social Clubs. **MOTION CARRIED unanimously.**

Commissioners Concerns:

1. Chair Chishom questioned why they were permitted in the M-1 district. Ms. Jordan theorized that the intention was originally for organizations associated with industrial unions, and that these could be fraternal groups like the ELKs.

**MOVED** by Davis, Seconded by Ratliff to close the public hearing. **MOTION CARRIED unanimously.**

**MOVED** by Davis, Seconded by Ratliff to recommended approval of 18-28 (TA)- Social Clubs. **MOTION CARRIED unanimously.**

C. **Case # 19-25 (TA) Mixed-Use and Special Land Use Developments**

Consideration of proposed text amendments to the City's Zoning Ordinance pertaining to provisions for Mixed-Use and Special Land Uses. Proposed modifications include changes to §155.036 "Schedule of Land Uses" to make "Mixed Use Residential and Business (Lofts)" a principally permitted land use, and other associated changes.

**MOVED** by Davis, Seconded by Ratliff to open the public hearing for Case #19-25, (TA) – Mixed- and Special Land Use Developments. **MOTION CARRIED unanimously.**

Public Comment:

1. Tim Williams asked for an example of what a SLU and Mixed land use would be. Ms. Jordan mentioned that mixed-use is typically commercial on a bottom floor with residential on the top floor, and needs to be a principally permitted use instead of a Special Land Use in all business districts in order to comply with the RRC certification process, promote walkability and bikability, and to streamline development.
2. Octavia Smith asked whether this would be like the developments in New York and other older cities, Ms. Jordan replied that this would remove a lot of red tape for these types of mixed land use developments.

**MOVED** by Davis, Seconded by Faison to close the public hearing. **MOTION CARRIED unanimously.**

**MOVED** by Ratliff, Seconded by Faison to recommended approval of 19-25 (TA) – Mixed Use and Special Land Use Developments. **MOTION CARRIED unanimously.**

V. **OLD BUSINESS**

NONE.

VII. **NEW BUSINESS**

A. **Case # 19-06 (SP) – Consideration of Shared Parking Agreement**

Planning Commission to review and consider approval of a shared parking agreement between the applicant and Inkster Preparatory Academy, for a proposed Adult Foster Care Facility (SP 19-06) in the B-2, Thoroughfare Mixed-Use District at 715 Inkster rd. Ihsan Asmar on behalf of Forever Care Homes is the applicant.

**MOVED** by Davis, Seconded by Cain to table 19-06 (SP) Consideration of a Shared Parking Agreement. **MOTION CARRIED unanimously.**

B. **Case # 19-06 (SP) – Consideration of a Loading Zone Waiver**

Planning Commission to review and consider approval of a loading zone length waiver for a proposed Adult Foster Care Facility (SP 19-06) in the B-2, Thoroughfare Mixed-Use District at 715 Inkster rd. Ihsan Asmar on behalf of Forever Care Homes is the applicant.

**MOVED** by Davis, Seconded by Ratliff to table 19-06 (SP) Consideration of a Loading Zone Waiver. **MOTION CARRIED unanimously.**

- C. **Case # 19-06 (SP) – Consideration of a Loading Zone Screening Waiver**  
Planning Commission to review and consider approval of a loading zone screening waiver for a proposed Adult Foster Care Facility (SP 19-06) in the B-2, Thoroughfare Mixed-Use District at 715 Inkster rd. Ihsan Asmar on behalf of Forever Care Homes is the applicant.

Public Comment:

1. Octavia Smith asked if all waivers were being approved, Chair Chisholm told her that everything was tabled.

**MOVED** by Davis, Seconded by Cain to table 19-06 (SP) Consideration of a Loading Zone Screening Waiver. **MOTION CARRIED unanimously.**

VIII. MISCELLANEOUS

- A. **2019 Planning Commission Activity Report**
- B. **2019 Planning Commission Attendance Report**
- C. **2020 Election of Planning Commission Officers**  
  1. All Officers were re-elected to their previous positions including Chair Chisholm, Vice-Chair Ratliff, and Secretary Cain.
- D. **Redevelopment Ready Communities Update**  
  1. The major concern for Commissioner Faison is public participation.
- E. **Special Meeting February 18<sup>th</sup> 2020**

**MOVED** by Ratliff, Seconded by Faison to approve the special meeting on Tuesday, February 18, 2020 in lieu of holding the regularly scheduled Monday, February 10, 2020 meeting. **MOTION CARRIED unanimously.**

VIII. ADJOURNMENT – 8:18 pm

**MOVED** by Davis, Seconded by Faison to adjourn the Planning Commission meeting held on January 27, 2020. **MOTION CARRIED unanimously.**

Respectfully submitted,

---

Steven Chisholm, Chairman

---

Lynnette O. Cain, Secretary

---

Adrianna Jordan, City Planner

DRAFT



**CITY OF INKSTER**

26215 Trowbridge St.  
Inkster, MI 48141  
www.cityofinkster.com  
313.563.4232

January 16, 2020

Planning Commission  
City of Inkster  
26215 Trowbridge  
Inkster, MI 48141

**Subject: TA 18-28 Social Club Zoning Text Amendments**

The City of Inkster Planning Department is submitting the above-referenced revised zoning text amendments for the Planning Commission's review and consideration.

**DESCRIPTION**

The proposed zoning text amendments are being initiated by the City of Inkster due to the onerous burden placed on applicants when the City requires them to collect petition signatures.

The petition signature collection requirement has been triggered multiple times in a past few years for land uses as diverse as fraternal lodges, motorcycle clubs, and boys and girls clubs. When these applicants attempted to gather the required signatures in every instance they failed or just barely met the 51% threshold. This is primarily due to the fact that residents are uncomfortable answering the door to people they do not know, or due to rampant residential and commercial vacancies, and an inability to track down absentee property owners. Therefore, Planning Staff believes that a more practical way to regulate social clubs and similar land uses is to make them special land uses. Social clubs and similar land uses are currently permitted by right. Making them a special land use would still allow the Planning Commission and City Council to use their discretion in approving these land uses, and the public and neighboring properties would still be notified through a public hearing process; however, it would remove the onerous signature collection burden. This proposed change only affects social clubs, assembly halls, concert halls, and theaters, and would not affect existing location or petition requirements associated with any other land uses.

Amendments are proposed to the following sections of the City of Inkster's Zoning Ordinance:

- In §155.036 "Schedule of Land Uses, Public, Quasi-Public Land Use Types", make "Private clubs, fraternal organizations, and lodge halls" a special land use in the B-2, B-3, and TCD districts, and a permitted land use in the M-1 district.

- In §155.046 “B-2 Thoroughfare Mixed-Use District”, make “Private clubs, fraternal organizations and lodge halls” a special land use and remove the location restrictions for this use and for theaters and assembly halls.
- In §155.048(B) “M-1 Light Industrial District, Principal Uses Permitted”, remove the location restrictions for private clubs, fraternal organizations, and lodge halls.
- In §155.049(B) “TCD Town Center District, Principal Uses Permitted”, remove the location restrictions for theaters and assembly halls.
- Deletion of “§ 155.218 Theaters, Assembly Halls, Concert Halls, Clubs and Similar Organizations” and associated location restrictions.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read 'Adrianna Jordan', with a long horizontal flourish extending to the right.

Adrianna Jordan, AICP  
City Planner

TA18-28  
Draft Zoning Text Amendments for Social Clubs  
City of Inkster  
1/2/20

**Proposed ordinance changes:**

- In §155.036 “Schedule of Land Uses, Public, Quasi-Public Land Use Types”, make “Private clubs, fraternal organizations, and lodge halls” a special land use in the B-2, B-3, and TCD districts, and a permitted land use in the M-1 district.
- In §155.046 “B-2 Thoroughfare Mixed-Use District”, make “Private clubs, fraternal organizations and lodge halls” a special land use and remove the location restrictions for this use and for theaters and assembly halls.
- In §155.048(B) “M-1 Light Industrial District, Principal Uses Permitted”, remove the location restrictions for private clubs, fraternal organizations, and lodge halls.
- In §155.049(B) “TCD Town Center District, Principal Uses Permitted”, remove the location restrictions for theaters and assembly halls.
- Deletion of “§ 155.218 Theaters, Assembly Halls, Concert Halls, Clubs and Similar Organizations” and associated location restrictions.

All edits are highlighted in red with new text underlined and deleted text marked with a ~~striketrough~~.

***Zoning Ordinance Table of Contents***

***Location Restrictions***

~~155.218 Theaters, assembly halls, concert halls, clubs and similar organizations~~

155.21~~89~~ Reserved through § 155.229

**§ 155.036 SCHEDULE OF LAND USES.**

Table 2-1. Schedule of Land Uses displays specific land uses in reference to their respective zoning districts. The schedule is general and intended to provide initial guidance for users. A complete list with land use conditions is set forth in §§ 155.041 through 155.049. Regulations in §§ 155.041 through 155.049 take precedent over Table 2-1 below.

| <b>Table 2-1 Schedule of Land Uses by Zoning District – Public/Quasi-Public Land Use Types</b> |                         |           |             |            |            |            |            |            |            |
|------------------------------------------------------------------------------------------------|-------------------------|-----------|-------------|------------|------------|------------|------------|------------|------------|
|                                                                                                | <b>Zoning Districts</b> |           |             |            |            |            |            |            |            |
|                                                                                                | <b>R-1</b>              | <b>RM</b> | <b>RM-1</b> | <b>O-1</b> | <b>B-1</b> | <b>B-2</b> | <b>B-3</b> | <b>M-1</b> | <b>TCD</b> |
|                                                                                                | <b>A, B, C</b>          |           |             |            |            |            |            |            |            |
| <b>Public/Quasi-Public Land Use Types</b>                                                      |                         |           |             |            |            |            |            |            |            |
| Charitable Gaming Room                                                                         |                         |           |             |            |            | SLU        | SLU        | SLU        | P          |
| Child/Adult Foster Care (6 or less persons)                                                    | P                       | P         | P           |            |            |            |            |            | P          |
| Child/Adult Foster Care (7, but fewer than twelve persons)                                     | SLU                     | SLU       | SLU         |            |            |            |            |            |            |
| Assisted Living Facilities/Elderly Housing                                                     |                         | SLU       | SLU         |            |            | SLU        | SLU        |            |            |
| Nursing and Convalescent Homes                                                                 |                         | SLU       | SLU         | SLU        |            | SLU        |            |            |            |
| Transient Residential and Rooming Houses                                                       |                         |           |             |            |            | SLU        | SLU        |            |            |
| Publicly Owned Libraries                                                                       | P                       | P         | P           | P          |            |            |            |            | P          |
| Publicly Owned Parks and Parkways                                                              | P                       | P         | P           | P          |            |            |            |            | P          |
| Publicly Owned Recreation Facilities                                                           | P                       | P         | P           | P          |            |            |            |            | P          |
| Post Offices and Similar Government Offices                                                    |                         |           |             | P          |            | P          | P          |            | P          |
| Utility and Public Owned Buildings w/o storage yards                                           | SLU                     | SLU       | SLU         | SLU        | SLU        | P/SLU      | P          | P          | P          |
| General Hospitals                                                                              |                         |           | SLU         |            |            |            | SLU        |            |            |
| Religious institutions and Incidental Facilities                                               | SLU                     | SLU       | SLU         |            | SLU        | SLU        | SLU        |            | SLU        |
| Cemeteries                                                                                     | P                       | P         | P           |            |            |            |            |            |            |
| Private Noncommercial Recreational Areas                                                       | SLU                     | SLU       | SLU         |            |            |            |            |            |            |

|                                                                                   |     |     |     |  |  |             |             |              |            |
|-----------------------------------------------------------------------------------|-----|-----|-----|--|--|-------------|-------------|--------------|------------|
| Institutional or Community Recreation Centers                                     | SLU | SLU | SLU |  |  |             |             |              | P          |
| Golf Courses                                                                      | SLU |     |     |  |  |             |             |              |            |
| Non-Profit Public, Parochial and Private Elementary, Intermediate or High Schools | SLU | SLU | SLU |  |  | SLU         | SLU         |              |            |
| Colleges, Universities and Institutions of Higher Learning, Public and Private    | SLU | SLU | SLU |  |  |             | SLU         |              |            |
| Business Schools and Colleges                                                     |     |     |     |  |  |             | SLU         |              |            |
| Vocational Training Centers and Schools                                           |     |     |     |  |  | SLU         | SLU         |              |            |
| Private For-Profit Schools, Business Schools and Colleges                         |     |     |     |  |  | SLU         | SLU         |              |            |
| Theaters                                                                          |     |     |     |  |  | SLU         | SLU         |              | P          |
| Assembly Halls                                                                    |     |     |     |  |  | SLU         | SLU         |              | P          |
| Concert Halls                                                                     |     |     |     |  |  | SLU         | SLU         |              | P          |
| Private Clubs                                                                     |     |     |     |  |  | <u>PSLU</u> | <u>PSLU</u> | <u>P/SLU</u> | <u>SLU</u> |
| Fraternal Organizations                                                           |     |     |     |  |  | <u>PSLU</u> | <u>PSLU</u> | <u>P/SLU</u> | <u>SLU</u> |
| Lodge Halls                                                                       |     |     |     |  |  | <u>PSLU</u> | <u>PSLU</u> | <u>P/SLU</u> | <u>SLU</u> |
| <b>Notes: P = Permitted Use, SLU = Special Land Use</b>                           |     |     |     |  |  |             |             |              |            |

#### **§ 155.046 B-2 THOROUGHFARE MIXED-USE DISTRICT.**

(A) Intent. The Thoroughfare Mixed-Use District intends to provide for a mixed-use environment of business and higher density residential land uses. The district further intends to permit business establishments that balance both the convenience and comparison shopping needs of neighboring residents. These uses are more intensive than those permitted in the B-1 Local Business District, but not large scale vehicle dominated establishments as found in the B-3 General Business District. Because of the variety of business types and residential dwellings permitted, critical attention must be focused on site layout, building design, vehicular circulation, and coordination of site features between adjoining sites. Development should be:

- (1) Designed as part of a planned shopping center or in coordination with development on adjoining commercial sites.
- (2) Larger than in B-1 Districts.
- (3) Located away from sensitive residential areas.

- (4) Contributing to the development of a unified district in scale and character.
- (5) Served by and connected to a major thoroughfare.

(B) Principal uses permitted. The following regulations shall apply in all B-2 Districts and no building, structure or premises, except as otherwise provided in this chapter, shall be erected, altered or used except for one or more of the following specified uses:

- (1) Any retail business or service establishment permitted in B-1 Districts as principally permitted.
- (2) All retail business, service establishments or processing uses as follows:
  - (a) Any retail business whose principal activity is the sale of merchandise in an enclosed building.
  - (b) Any service establishment of an office, showroom or workshop nature of an electrician, decorator, dressmaker, tailor, baker, painter, upholsterer, or an establishment doing radio or home appliance repair, photographic reproduction and similar service establishments that require a retail adjunct.

~~(3) Private clubs, fraternal organizations and lodge halls, subject to the requirements of § 155.218.~~

- ~~(43)~~ Standard restaurants.
- ~~(54)~~ Business establishments that perform services on the premises, such as but not limited to banks, loan companies, insurance offices, and real estate offices.
- ~~(65)~~ Professional services, including the following: medical clinics (outpatient only), and offices of doctors, dentists, osteopaths, and similar or allied professions.
- ~~(76)~~ Post office and similar governmental office buildings, serving persons living in the adjacent residential area.
- ~~(87)~~ Office buildings for any of the following occupations: executive, administrative and professional, writing, clerical, stenographic, drafting and sales, subject to the limitations contained below in division (C) of this section.
- ~~(98)~~ Medical and dental offices, including clinics and laboratories, but excluding substance abuse centers.
- ~~(109)~~ Publicly owned buildings, exchanges and public utility offices, but not including storage yards, transformer stations, substations or gas regulator stations, subject to the limitations contained below in division (D) of this section.
- ~~(101)~~ Veterinary hospitals and clinics.
- ~~(112)~~ Dance schools, music and voice schools, and art studios.
- ~~(123)~~ Art shops, photographic studios design studios and other similar uses.
- ~~(134)~~ Office equipment and sales.
- ~~(145)~~ Reproduction services where the primary use is serving walk-in customers with small volume copying or word processing services, not including blueprinting and similar industrial type operations.
- ~~(156)~~ Personal service establishments, including barber shops, beauty shops, health salons and similar uses.
- ~~(167)~~ Town homes (three stories or less).
- ~~(178)~~ Multiple-family dwellings (three stories or less).
- ~~(189)~~ Other uses similar to the above uses.

~~(1920)~~ Accessory structures and uses customarily incident to the above permitted uses provided that they shall be designed and located as permitted in §§ 155.071 through 155.081, General Development Standards.

~~(201)~~ Mortuaries.

~~(212)~~ Automobile parking space to be provided as required in §§ 155.071 through 155.081.

~~(223)~~ Temporary Pop-Up Commercial Use.

~~(234)~~ Passenger Bus Stations

~~(245)~~ Mobile Food Vending Unit

~~(256)~~ Mobile Food Court/Park

~~(267)~~ Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use).

(C) Required conditions.

(1) All business establishments shall be retail or service establishments dealing directly with consumers. All goods provided on the premises shall be sold at retail on the premises where produced.

(2) All business, servicing or processing, except for off-street parking, loading and those open air uses indicated as being subject to Special Land Use in division (D) below, shall be conducted within completely enclosed buildings.

(3) Site plans shall be planned so as to recognize the front, rear, and side relationship of adjacent development. The Planning Commission and Council may recommend physical features to be provided which will insure harmony in these yard relationships.

(4) A restroom shall be provided for public use for all retail establishments in excess of 12,000 square feet of gross floor area.

(D) Special Land Uses. The following uses shall be permitted, subject to the conditions set forth in this subchapter, §§ 155.111 through 155.142, Special Conditions and Land Use Standards and all applicable codes and ordinances set forth in this chapter and other codes and regulations hereinafter imposed for each use. The following uses are subject further to the review and approval of the Planning Commission per standards set forth in this chapter:

(1) Open air business uses when developed in planned relationship with permitted uses within the B-2 District.

(2) Bowling alley, billiard hall, indoor archery range, or indoor skating rink, or similar forms of indoor commercial recreation when located at least 100 feet from any front, rear or side yard of any residential lot in an adjacent residential district. Firearm ranges are expressly prohibited.

(3) Public utility buildings, telephone exchange buildings, electric transformer stations and substations, gas regulator stations with service yards but without storage yards, water and sewage pumping stations.

(4) Automobile service centers, when developed as part of a larger planned shopping center designed so as to integrate the automobile service center within the site plan and architecture of the total shopping center; and provided further that a building permit shall not be issued separately for the construction of any automobile service center within the B-2 District.

(5) Nursing and convalescent homes.

(6) Senior housing, assisted living and similar types of housing for the elderly not to exceed a height of three stories.

(7) Carry-out, fast food, drive-thru or drive-in restaurants.

- (8) Mixed-use business and residential buildings.
- (8) Business schools and colleges, or vocational training centers, such as trade schools.
- (9) Nursery schools, day nurseries and child care centers.
- (10) Theaters, assembly halls, concert halls or similar places of assembly when conducted within enclosed buildings, ~~subject to the requirements of § 155.218.~~
- (11) Private schools operated for profit.
- (12) Amateur radio antenna, subject to regulations of §§ 155.211 through 155.217, Wireless Communication Towers and Antennas.
- (13) Utility and public service buildings without storage yards.
- (14) Public, parochial and other private elementary, intermediate schools and/or high schools offering courses in general education, not operated for profit.
- (15) Tattoo parlors.
- (16) Charitable gaming room subject to the regulations of § 155.145.
- (17) Medical marijuana provisioning centers subject to the regulations of § 155.148
- (18) Second Hand Stores
- (19) Religious Institutions
- (20) Bar or Lounge
- (21) Recreational Marijuana Retailer subject to the regulations of § 155.150E.
- (22) Private clubs, fraternal organizations and lodge halls.

(E) Area and bulk requirements. Requirements limiting the height and bulk of buildings, the minimum size of lot permitted by land use, maximum density permitted, and minimum yard setbacks are set forth in § 155.061.

(Ord. 792, passed 12-3-01; Am. Ord. 830, passed 12-21-09; Am. Ord. 836, passed 2-21-11; Am. Ord. 838, passed 8-15-11)

#### **§ 155.048(B) M-1 LIGHT INDUSTRIAL DISTRICT, Principal Uses Permitted.**

(B) Principal uses permitted. The following regulations shall apply to M-1 Districts, and no building, structure or premises, except as otherwise provided in this chapter, shall be erected, altered or used except for one or more of the following uses:

(1) Any of the following uses when the manufacturing, compounding or processing is conducted wholly within a completely enclosed building. Open storage facilities for materials or equipment shall be located in rear or side yards and totally obscured by a masonry wall on those sides abutting R-1A through R-1C, RM, RM-1, O-1, B-1, B-2 and B-3 Districts, and from view of any public land or thoroughfare. In M-1 Districts the extent of such wall may be determined by the Planning Commission on the basis of usage. Such wall shall conform to the standards established in § 155.074, Walls, and shall meet the requirements of §§ 155.071 through 155.081, General Development Standards.

(a) The manufacture, compounding, processing, packaging or treatment of such products as: bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware and cutlery; and tool, die, gauge and machine shops.

(b) The manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals or stones, sheet metal (excluding large stampings such as automobile fenders or bodies),

shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills) and yams.

(c) The manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas.

(d) Manufacture of musical instruments, toys, novelties and metal or rubber stamps, or other small molded rubber products.

(e) Manufacture or assembly of electrical appliances, electronic instruments and devices radios, and phonographs.

(2) Laboratories, experimental, film or testing.

(3) Manufacture and repair of electric or neon signs, light sheet metal products, including heating and ventilating equipment, cornices, eaves and the like.

(4) Warehouse and wholesale establishments and truck terminal facilities.

(5) Self-service storage facilities.

(6) Reproduction plants, which may include accessory retail operations.

(7) Central dry cleaning plants or laundries, which shall not offer storefront service or in any other manner interact with the general public as a retail laundromat or dry cleaner service.

(8) All public utilities, including buildings, necessary structures, storage yards and other related uses.

(9) Trade or industrial schools.

(10) Private clubs, fraternal organizations and lodge halls, ~~subject to the requirements of § 155.218.~~

(11) Electronic data processing or computer centers.

(12) Offices, showrooms or workshops of an electrician, decorator, dressmaker, tailor, baker, painter, upholsterer, or an establishment doing radio or home appliance repair, photographic reproduction or similar use.

(13) Accessory structures and uses customarily incident to the above permitted uses, provided that they shall be designed and located as permitted in §§ 155.071 through 155.081, General Development Standards.

(14) Non-accessory freestanding signs, provided all signs meet the requirements of §§ 155.231 through 155.252.

(15) Other uses of a similar and no more objectionable character to those principal uses permitted.

(16) Utility and public service buildings without storage yards.

(17) Automobile parking space to be provided as required in §§ 155.071 through 155.081, General Development Standards.

(18) Trade schools.

(19) Truck or terminal facilities.

(20) Bus Passenger Station

(21) Mobile Food Vending Unit

(22) Murals

#### **§ 155.049(B) TCD TOWN CENTER DISTRICT, Principal Uses Permitted.**

(B) Principal uses permitted. In the TCD District, no building or land, except as otherwise provided in this chapter, shall be erected or used except for one or more of the following specific purposes. Review of site architectural and landscape plans is required by the Planning Commission for change in use of existing tenant space greater than 5,000 square feet and new

construction to find proper relationships between architectural scale and character; vehicular and pedestrian traffic safety; interconnected open space and recreation areas; interconnected pedestrian and non-motorized walks and paths; and appropriate mixture of land uses. Change in use of existing tenant space 5,000 square feet and under may be approved administratively by the City Planner.

- (1) Multiple-family residential buildings.
- (2) Retail businesses that are consistent with the vision of the district.
- (3) Personal service establishments.
- (4) Hotels.
- (5) Professional offices.
- (6) Financial institutions.
- (7) Restaurants (carry-out and standard); delivery services shall be accessory to the primary use only.
- (8) Public parks and parkways.
- (9) Public and civic buildings.
- (10) Child and adult day care center as a limited accessory use.
- (11) Uses similar to the above that are consistent with the vision of the district.
- (12) Uses and structures accessory to the above.
- (13) Theaters, assembly halls, and concert halls, ~~subject to the requirements of § 155.218.~~
- (14) Automobile parking space to be provided as required in §§ 155.071 through 155.081, General Development Standards.
- (15) Charitable gaming room subject to the regulations of § 155.145.
- (16) Religious Institutions
- (17) Temporary Pop-Up Commercial Use.
- (18) Bus Passenger Stations
- (19) Mobile Food Vending Unit
- (20) Murals
- (21) Mixed-use business and residential buildings (unless one or more of the individual uses is a special land use).

## LOCATION RESTRICTIONS

### ~~§ 155.218 THEATERS, ASSEMBLY HALLS, CONCERT HALLS, CLUBS AND SIMILAR ORGANIZATIONS.~~

~~—(A) Locations restrictions. It shall be unlawful for a theater, assembly hall, concert hall, club, or similar organization to be established within a 300-foot radius of any residentially-zoned district or residential development. This prohibition relative to the establishment of the uses shall be waived upon the presentment to the City Council of a validated petition requesting the waiver. The petition shall be signed by 51% or more of those persons owning, residing, and doing business within 300 feet of the proposed use.~~

~~—(B) The circulator of the petition shall:~~

- ~~—(1) Circulate the petition on a notarized form provided by the city;~~
- ~~—(2) Declare and affirm to have personally witnessed the signatures on the petition; and~~
- ~~—(3) Declare and affirm that the same were affixed to the petition by the person whose name appeared thereon.~~

~~—(C) The City Council shall not consider the waiver of location requirements until the petition~~

~~has been filed by the Community Development Department and verified by the Police Department.~~

~~--(D) Return the petition to the Planning Division for processing and filing with the City Clerk. (Ord. 838, passed 8-15-11)~~

**§ 155.21~~89~~ through § 155.229 RESERVED.**

## REQUEST FOR COUNCIL ACTION

To: Mayor Wimberly & Council Members

Date: January 27<sup>th</sup>, 2020

From: Al Backey P & R

Date for Council's Consideration: February 3, 2020

**ACTION REQUESTED:** Consideration and approval for entering into an IGA agreement with the Charter County of Wayne for improvements to Booker T. Dozier Recreation Center.

Current Action   X   Emergency        Future       

Funds Budgeted: If Yes        Account #        No   X  

Mayor's Approval

Treasurer's Approval

SI: Patrick Wimberly

### **BACKGROUND:**

The county has agreed to participate in the 2020 improvements of the Booker Dozier Complex. The county is granting up to \$22,676 toward the cost. This represents the total of millage funding allocations for FY2016-20 all combined.

### **SCOPE OF SERVICES:**

Make capital improvements to Dozier Park & trail, tennis courts, senior friendly fitness equipment and Booker Dozier meeting lounge.

Please see the attached project scopes.

### **JUSTIFICATION:**

These funds will be used to help with the total cost of Dozier Park and projects inside the Dozier if etiquette with remaining budget. It would be ideal for the City of Inkster to make use of the county allocated millage funds.

### **PROJECT IMPROVEMENTS:**

1. Enhance Dozier Park to provide safe & better park space for our residence especially the youth and seniors.
2. Revitalize the Booker Dozier Park system and regain the ability to host outside youth programs.
3. Develop Dozier Park tennis courts to elite (USTA) conditions, gate replacement and new nets.
4. Safe enhance fitness equipment for youth but especially for senior mobility and easy access.
5. Trail installation on the south side of the building that follows between parking lot and fitness equipment, under mile length.
6. Meeting lounge improvements, removing and installation of carpet. Possible vinyl wood replacement.

**COSTS:**

**See attached project budget costs.**

**PROJECTED TIME TABLE:**

It shall be effective as of the day and year approved by City Council and signed by both Director of County Parks and the Mayor of the city of Inkster.

**RESOLUTION:**

Authorization and approval is hereby given to;

Resolved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Yes:

No:

Absent:

**AGREEMENT**

**between**

**THE CHARTER COUNTY OF WAYNE**

**and**

**THE CITY OF INKSTER**

**for**

**Improvements to**

**BOOKER T. DOZIER RECREATION CENTER**

**FY 2016-20**

## **TABLE OF CONTENTS**

|            |                                          |           |
|------------|------------------------------------------|-----------|
| <b>1.</b>  | <b>PURPOSE</b>                           | <b>3</b>  |
| <b>2.</b>  | <b>SCOPE OF THE PROJECT</b>              | <b>3</b>  |
| <b>3.</b>  | <b>TERM OF CONTRACT</b>                  | <b>3</b>  |
| <b>4.</b>  | <b>COUNTY'S COVENANTS</b>                | <b>3</b>  |
| <b>5.</b>  | <b>CITY'S COVENANTS</b>                  | <b>3</b>  |
| <b>6.</b>  | <b>TERMINATION</b>                       | <b>4</b>  |
| <b>7.</b>  | <b>DATA TO BE FURNISHED</b>              | <b>4</b>  |
| <b>8.</b>  | <b>ADMINISTRATION</b>                    | <b>5</b>  |
| <b>9.</b>  | <b>RELATIONSHIP OF PARTIES</b>           | <b>5</b>  |
| <b>10.</b> | <b>INSURANCE</b>                         | <b>5</b>  |
| <b>11.</b> | <b>HOLD HARMLESS</b>                     | <b>6</b>  |
| <b>12.</b> | <b>LIABILITY</b>                         | <b>6</b>  |
| <b>13.</b> | <b>ENVIRONMENTAL MATTERS</b>             | <b>6</b>  |
| <b>14.</b> | <b>COMPLIANCE WITH LAWS</b>              | <b>8</b>  |
| <b>15.</b> | <b>AMENDMENTS</b>                        | <b>8</b>  |
| <b>16.</b> | <b>NONDISCRIMINATION PRACTICES</b>       | <b>8</b>  |
| <b>17.</b> | <b>ETHICS IN CONTRACTING</b>             | <b>10</b> |
| <b>18.</b> | <b>NOTICES</b>                           | <b>10</b> |
| <b>19.</b> | <b>WAIVER OF ANY BREACH</b>              | <b>10</b> |
| <b>20.</b> | <b>SEVERABILITY OF PROVISIONS</b>        | <b>10</b> |
| <b>21.</b> | <b>MERGER CLAUSE</b>                     | <b>11</b> |
| <b>22.</b> | <b>JURISDICTION AND LAW</b>              | <b>11</b> |
| <b>23.</b> | <b>MISCELLANEOUS</b>                     | <b>11</b> |
| <b>24.</b> | <b>AUTHORIZATION AND CAPABILITY</b>      | <b>11</b> |
| <b>25.</b> | <b>SIGNATURE</b>                         | <b>12</b> |
|            | <b>EXHIBIT A: LEGAL DESCRIPTIONS</b>     | <b>15</b> |
|            | <b>EXHIBIT B: PROJECT DESCRIPTIONS</b>   | <b>18</b> |
|            | <b>EXHIBIT C: SIGNAGE SPECIFICATIONS</b> | <b>21</b> |
|            | <b>EXHIBIT D: INSURANCE COVERAGES</b>    | <b>23</b> |

**THIS AGREEMENT** ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the City of Inkster, a Michigan municipal corporation (hereinafter "City").

**1. PURPOSE**

**1.01** The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

**2. SCOPE OF THE PROJECT**

**2.01** The County will cooperatively fund the construction of improvements (the "Project") at Booker T. Dozier Recreation Center, located in the City (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of the City or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

**3. TERM OF CONTRACT**

**3.01** The effective date of this Agreement is upon approval of the County Commission and shall terminate on September 30, 2021 at 11:59 p.m.

**3.02** If City fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

**4. COUNTY'S COVENANTS**

**4.01** The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2016-20 funding provided by the County for the recreational Project shall not exceed Twenty Two Thousand Six Hundred Seventy Six Dollars (\$22,676).

**5. CITY'S COVENANTS**

**5.01** Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

**5.02** City warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

**5.03** City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

**5.04** City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor

and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

**5.05** City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

**5.06** City shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

**5.07** City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

**5.08** City will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

**5.09** City agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

**5.10** Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

## **6. TERMINATION**

**6.01** This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

**6.02** After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by City, not to exceed the amount stated in Section 4.01.

**6.03** City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

**6.04** This Agreement shall terminate if any Site is not operational and regularly open to the public.

## **7. DATA TO BE FURNISHED**

**7.01** City must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date City receives its final reimbursement payment under this Agreement.

**7.02** Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

**7.03** The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

**7.04** City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

## **8. ADMINISTRATION**

**8.01** City must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

## **9. RELATIONSHIP OF PARTIES**

**9.01** The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

## **10. INSURANCE**

**10.1** City will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

**10.2** All insurance and bonds shall name the Charter County of Wayne and the City as insured or beneficiary.

## **11. HOLD HARMLESS**

**11.01** City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

**11.02** This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or City or any of their agencies, or employees, as provided by statute or modified by court decisions.

## **12. LIABILITY**

**12.01** The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

**12.02** This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

## **13. ENVIRONMENTAL MATTERS**

**13.01** City warrants to the County that City will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

**13.02** City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

**13.03** City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

**13.04** Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If

the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

**13.05** It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

**13.06** Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;

- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

#### **14. COMPLIANCE WITH LAWS**

**14.01** Each party must comply with and must require its employees to comply with all applicable laws and regulations.

**14.02** City must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

#### **15. AMENDMENTS**

**15.01** No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Inkster City Council and the Wayne County Commission.

#### **16. NONDISCRIMINATION PRACTICES**

**16.01** City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

**16.02** All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an

employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.

- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

**16.03** City agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

**16.04** All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

**16.05** Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

**16.06** City acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

**16.07** If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

**16.08** In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and

enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

## **17. ETHICS IN CONTRACTING**

**17.01** City and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

## **18. NOTICES**

**18.01** All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

**If to City:**  
Director of Parks & Recreation  
City of Inkster  
2025 Middlebelt Road  
Inkster, Michigan 48141

**If to the County:**  
Director of Parks  
Wayne County Parks  
33175 Ann Arbor Trail  
Westland, Michigan 48185  
**and**  
Director  
Wayne County Department of Public Services  
400 Monroe, Suite 300  
Detroit, Michigan 48226

**18.02** All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

**18.03** Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

## **19. WAIVER OF ANY BREACH**

**19.01** No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

## **20. SEVERABILITY OF PROVISIONS**

**20.01** If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

## **21. MERGER CLAUSE**

**21.01** This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

**21.02** This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

## **22. JURISDICTION AND LAW**

**22.01** This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

## **23. MISCELLANEOUS**

**23.01** It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

**23.02** The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

**23.03** The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

**23.04** This Agreement must not be construed as a waiver of any governmental immunity the County or City, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

**23.05** The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

## **24. AUTHORIZATION AND CAPABILITY**

**24.01** This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Inkster City Council and the County Commission and executed by the County Executive and the Mayor of the City. Copies of such resolutions shall be attached to this Agreement.

**24.02** Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

**25. SIGNATURE**

**25.01** The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

**[SIGNATURES ON THE FOLLOWING PAGE]**

City of Inkster  
Booker T. Dozier Recreation Center

|                                                                      |                              |
|----------------------------------------------------------------------|------------------------------|
| County Commission approved<br>and execution authorized by Resolution | CHARTER COUNTY OF WAYNE      |
| No. _____                                                            | By: _____                    |
| Date: _____                                                          | <b>Warren C. Evans</b>       |
|                                                                      | <b>Its: County Executive</b> |
|                                                                      | Date: _____                  |

STATE OF MICHIGAN     )  
                                          )  
COUNTY OF WAYNE     )

This document was acknowledged before me on \_\_\_\_\_ by Warren C. Evans, on behalf of the Charter County of Wayne.

\_\_\_\_\_  
Notary Public, Wayne County, Michigan  
County of Wayne, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Wayne County

City of Inkster

Booker T. Dozier Recreation Center

|                                                                         |                    |
|-------------------------------------------------------------------------|--------------------|
| Inkster City Council approved<br>and execution authorized by Resolution | CITY OF INKSTER    |
| No. _____                                                               | By: _____          |
| Date: _____                                                             | <b>Byron Nolen</b> |
|                                                                         | Its: Mayor         |
|                                                                         | Date: _____        |

STATE OF MICHIGAN     )  
                                          )  
COUNTY OF WAYNE     )

This document was acknowledged before me on \_\_\_\_\_ by  
**Byron Nolen** on behalf of the City of Inkster.

\_\_\_\_\_  
Notary Public,  
County of Wayne, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Wayne County

APPROVED AS TO FORM:

By: \_\_\_\_\_/s/Raynard O. Jones

DEPT OF CORPORATION COUNSEL

#323534.1 (1/13/2020)

## EXHIBIT A: LEGAL DESCRIPTIONS

### Inkster Real Property Description:

Parcel ID: 44006011060002

SEV Amt: \$0 - 2016

Address: 0 Palmer

PRE: 0%

Inkster, MI 48141

### Legal

### Description:

25J10608--1227A ALL OR PT OF LOTS 1060 TO 1092 INCL ALSO PT OF LOTS 1179 1180 1202 TO 1227 INCL  
ALSO E 1/2 ADJ VAC ALLEY ALSO S 1/2 ADJ VAC PALMER ST DESC AS BEG S88DEG 40M D05 E 163FT FROM  
NW COR SEC 25 TH S88DEG 40M D05 E 730FT TH S0DEG 40M D05 W 180FT TH S 2DEG 28M 25S W 703.63FT  
TH N88DEG 40M D05 W 110FT TH N0DEG 40M D05 E 505FT TO POB 5.94 AC HYDE PARK SUB NO. 1 T2S R9E  
L57 P23, 24 WCR

755629

QUIT CLAIM DEED FOR CORPORATION 20085 778

KNOW ALL MEN BY THESE PRESENTS: That BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, 425 CHURCH Detroit, Michigan 48226

Quit Claims to: CITY OF INKSTER, a Municipal Corporation

whose street number and Post Office address is 2121 Inkster Road, Inkster, Michigan 48141

the following described premises situated in the City of Inkster, County Wayne and State of Michigan, to-wit:

All or parts of Lots 1014 through 1072, 1179, 1180, and 1202 through 1227 and the parts of vacated streets and Alleys - in Hyde Park Subdivision No. 3, as recorded in Liber 57 of Plate 42, Page 46, Wayne County Records - which are included in that part of the N.W. 1/4 of Section 25, T.2 S., R.9 E., City of Inkster, Wayne County, Michigan, which is described as follows: Beginning at a point on the North Line of Section 25 distant N. 88° 40' E., 172 feet from the N.W. Corner of Section 25 and proceeding thence along the north line of said section E. 88° 49' W., 720 feet; thence S. 6° 40' W., 160 feet; thence S. 82° 26' 25" W., 793.63 feet; thence N. 88° 40' W., 160 feet to the S.W. Corner of Lot 1179; thence along the East line of the 10 foot alley East of Middle Belt Road N. 9° 40' E., 500 feet to the point of beginning. 3.64 acres more or less.

Provided, however, that the grantee and its successors shall develop and improve the devised premises in accordance with plans approved by the Michigan Department of Natural Resources on or before March 21, 1979, for public park and recreational purposes.

The purpose of this deed is to amend the reverter clause in a certain deed between the said grantor and grantee, recorded October 9, 1974 in Liber 10226, Page 669, Wayne County Records, by the following language: "Provided, however, that the grantee and its successors forever shall use said premises for public park and recreational purposes only and that the recreation complex and its facilities, when developed, must be made available to all citizens of Wayne County and the general public at all times. If such premises are not improved within the time stated or, even, cease to be used for public park and recreational purposes, they shall revert to and become the property of the grantor, its successors, or assigns who will continue to operate and maintain the property as a park and the State Department of Natural Resources, or its successors, for administration of land and Water Conservation Fund, shall be given notice of such reversion."

WITNESSED AND SEALED this 15th day of May, 1978  
JAMES E. WOODWARD, Mayor of Wayne County, Michigan



BOARD OF COUNTY ROAD COMMISSIONERS  
WAYNE COUNTY, MICHIGAN  
425 CHURCH  
DETROIT, MICHIGAN 48226

NO REVENUE ATTACHED

20065-779

For the sum of One Dollar "M.S.A. 7.456 Section 5 (a)"

Dated this 14th day of April A.D. 1978

Signed, Sealed and Delivered  
In my Presence at:

Signed and Sealed:

BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF WAYNE, MICHIGAN

By Joseph M. Horron  
Vice-Chairman

and Henry J. Galski  
Secretary and Clerk of the Board

STATE OF MICHIGAN }  
COUNTY OF WAYNE }

On this 14th day of March A.D. 1978, before me, a  
Notary Public in and for said County, personally appeared  
Joseph M. Horron and Henry J. Galski  
to me personally known, who, being by me duly sworn, did each for himself  
say that they are respectively the Vice-Chairman and Secretary and Clerk  
of BOARD OF COUNTY ROAD  
COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, the corporation  
named in and which executed the within instrument, and that the seal affixed  
to said instrument is the corporate seal of said corporation, and that said  
instrument was signed and sealed in behalf of said corporation by authority  
of its Board of Directors, and said Joseph M. Horron and Henry J. Galski  
acknowledged said instrument to be the free act and deed of said corporation.

Frank J. Casanova  
Notary Public, Wayne County, Michigan  
My Commission Expires: 3-12-80

Witnessed By: Frank J. Murphy  
415 Clifford  
Detroit, Michigan 48226

Register of Deeds Office

When recorded return to:  
Wayne County Road Commission  
415 Clifford Street  
Detroit, Michigan 48226  
Attn: Real Estate Division

Recording Fee  
U.S. Revenue Stamp

## EXHIBIT B: PROJECT DESCRIPTIONS



412 Longshore Drive • Ann Arbor, Michigan 48105  
t: 734.668.7416 f: 734.668.2525  
www.jhle-studio.com

### Dozier Park Site Improvement

November 2019

|                      |                                         | Qty.  | Unit | Unit Cost  | Item Total  | Total       |
|----------------------|-----------------------------------------|-------|------|------------|-------------|-------------|
| 1. Mobilization      | 5% of Total Construction Cost           | 1     | LS   | -          | \$5,000.00  |             |
|                      |                                         |       |      |            |             | \$5,000.00  |
| 2. Demolition        | Asphalt Removal (2 Courts)              | 1     | LS   | -          | \$6,500.00  |             |
|                      | Sawcut Asphalt                          | 1     | LS   | -          | \$500.00    |             |
|                      | Remove Concrete Walks                   | 1     | LS   |            | \$2,500.00  |             |
|                      | Tree Protection Fence                   | 340   | LF   | \$3.00     | \$1,020.00  |             |
|                      |                                         |       |      |            |             | \$10,520.00 |
| 3. SESC              | Silt Fence                              | 980   | LF   | \$3.00     | \$2,940.00  |             |
|                      | Inlet Protection                        | 1     | LS   | -          | \$750.00    |             |
|                      |                                         |       |      |            |             | \$3,690.00  |
| 4. Tennis Courts (2) | 3.5" Asphalt Surfacing                  | 313   | TON  | \$105.00   | \$32,865.00 |             |
|                      | New Nets/Posts (1 net, 2 posts per set) | 2     | EA   | \$1,800.00 | \$3,600.00  |             |
|                      | Net Strap Base/Strap                    | 2     | EA   | \$500.00   | \$1,000.00  |             |
|                      | Color Coating / Striping                | 1,440 | SY   | \$5.50     | \$7,920.00  |             |
|                      | 6" Aggregate Base                       | 465   | TON  | \$25       | \$11,625.00 |             |

landscape architecture • natural resource conservation • community master planning • open space planning  
community visioning • land use planning • historic preservation • cultural resource planning



|                                              |                                         |     |     |          |             |
|----------------------------------------------|-----------------------------------------|-----|-----|----------|-------------|
| Repair/Paint Perimeter Fence at 2 New Courts |                                         | 1   | LS  | -        | \$5,000.00  |
|                                              |                                         |     |     |          | \$62,010.00 |
| 5. Trail - 6' Wide                           | 3" Asphalt Trail                        | 54  | TON | \$105    | \$5,670.00  |
|                                              | 6" Aggregate Base                       | 99  | TON | \$25     | \$2,325.00  |
|                                              | Grading for Trail                       | 1   | LS  | -        | \$2,400.00  |
|                                              |                                         |     |     |          | \$10,395.00 |
| 6. Exercise Stations                         | Exercise Equipment                      | 1   | LS  | -        | \$10,500.00 |
|                                              | EWf Surface                             | 18  | CY  | \$65     | \$1,170.00  |
|                                              |                                         |     |     |          | \$11,670.00 |
| 7. Furnishings                               | Recycling Receptacles Provided By Owner |     |     |          | \$0.00      |
|                                              | Waste Receptacles Provided By Owner     |     |     |          | \$0.00      |
|                                              |                                         |     |     |          | \$0.00      |
| 8. Landscaping                               | Native Trees                            | 5   | EA  | \$500.00 | \$2,500.00  |
|                                              | Turf Restoration                        | 1   | LS  | -        | \$1,800.00  |
|                                              |                                         |     |     |          | \$4,300.00  |
| 9. Access Pathways                           | Concrete Walk - 5'-0" Wide              | 610 | SF  | \$7.00   | \$4,270.00  |

landscape architecture • natural resource conservation • community master planning • open space planning  
 community visioning • land use planning • historic preservation • cultural resource planning



|                                            |   |    |          |                   |
|--------------------------------------------|---|----|----------|-------------------|
| ADA Compliant Curb Ramps                   | 2 | EA | \$800.00 | \$1,600.00        |
| Crosswalk Striping                         | 1 | LS | -        | \$800.00          |
| Install Warning Pads at Non-Ramp Crossings | 1 | LS | -        | \$800.00          |
|                                            |   |    |          | <b>\$7,470.00</b> |

|  |  |  |  |                 |                     |
|--|--|--|--|-----------------|---------------------|
|  |  |  |  | <b>Subtotal</b> | <b>\$115,055.00</b> |
|--|--|--|--|-----------------|---------------------|

|  |  |  |  |                        |                     |
|--|--|--|--|------------------------|---------------------|
|  |  |  |  | <b>Total</b>           | <b>\$115,055.00</b> |
|  |  |  |  | <b>10% Contingency</b> | <b>\$11,505.50</b>  |
|  |  |  |  | <b>Grand Total</b>     | <b>\$126,560.50</b> |

landscape architecture • natural resource conservation • community master planning • open space planning  
community visioning • land use planning • historic preservation • cultural resource planning

## EXHIBIT C: SIGNAGE SPECIFICATIONS



### WAYNE COUNTY MEMORANDUM PARKS DIVISION

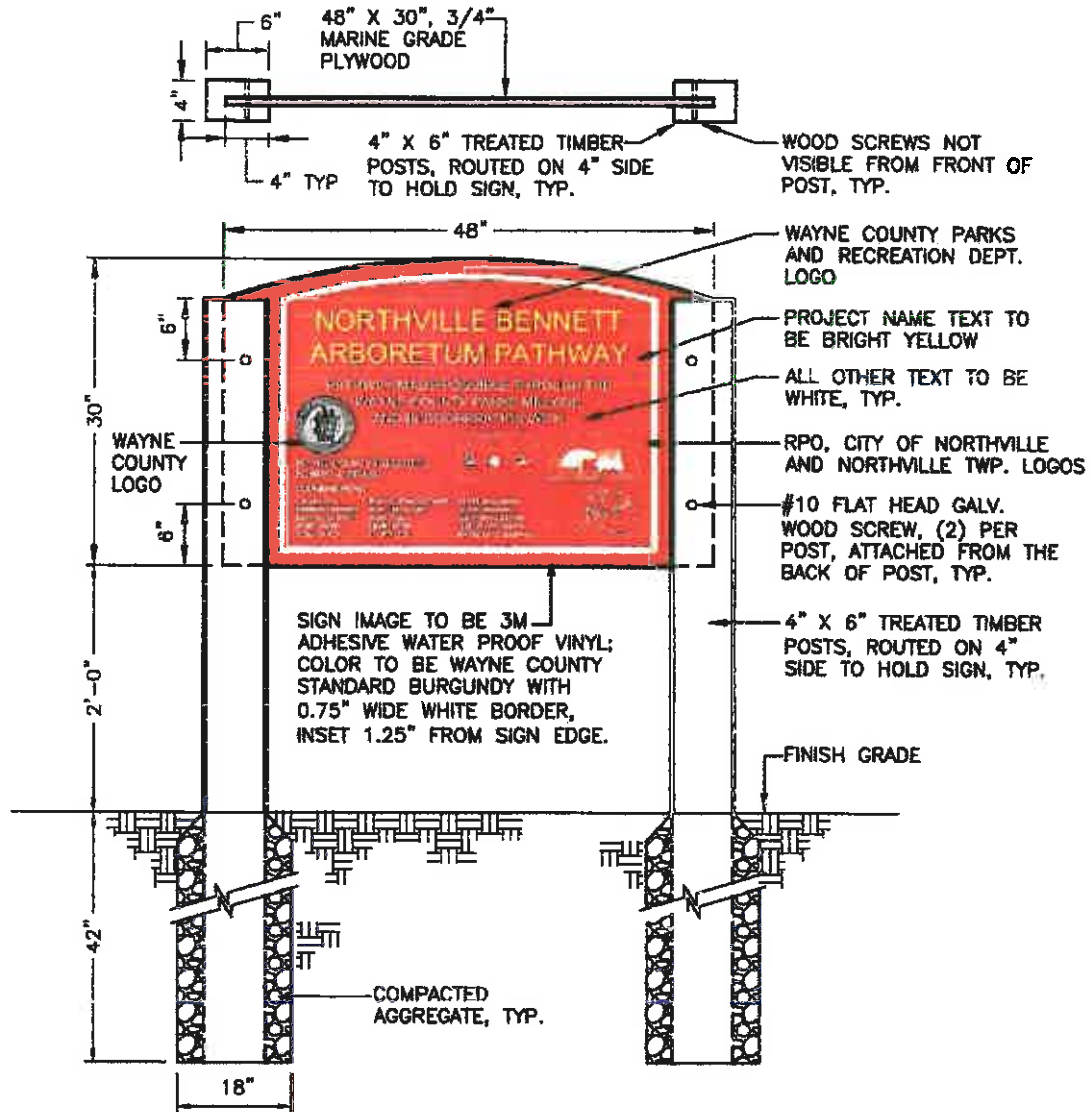
#### SIGN SPECIFICATIONS

---

Attached, please find sketch and sample of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

- Sign size: 48" x 30" 1/4" marine grade plywood
- Sign is to be one sided. Two sided is optional
- To be cut with "Carriage" style top...is arched. (optional)
- Color options up to you; 1,2,3 or 4 color...its totally up to you; of course more colors more cost involved.
- Font should be traditional styles is Helvetica, Aerial, Times New Roman something standard.
- Include County Logo, County Executive and Commissioner's bottom left
- Include City Logo, Mayor and City Council bottom right
- Parks and Rec Logo above project name.
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical posts shall be 4 x 6" weather proof timbers routed on 4" side to accommodate the sign. Staining of posts optional
- Bury post minimum of 42" into ground and backfill with dirt and compact. Concrete footing is optional
- Bottom of sign shall be 2ft. min above grade.
- Sign will be secured to posts with flat head Galv. wood screws (approx. #10) 2 per post. (min)
- Proof to be provided of final design prior to fabrication & installation

We are pretty flexible on fabrication and colors as long as it looks generally like the sign I attached. If you have any questions please give me a call.



## COUNTY SIGN DETAIL

SCALE 3/4" = 1'-0"

### COLOR CRITERIA:

| BURGUNDY   | YELLOW TEXT |
|------------|-------------|
| C=25%      | C=14%       |
| M=100%     | M=11%       |
| Y=100%     | Y=88%       |
| K=26%      | K=0%        |
| OR #95191D | OR #E9D735  |

## **Exhibit D: INSURANCE COVERAGES**

City, at its expense, or any contractors, subcontractors, consultants or agents retained by City (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

### **Commercial General Liability (CGL)**

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

### **Umbrella or Excess Liability**

Policy in an amount not less than \$1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

### **Automobile Liability**

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

### **Workers' Compensation**

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

### **Professional Liability (if Design/Build)**

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

### **Builder's Risk (Course of Construction)**

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

### **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)**

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher

insurance limits for the duration of this Agreement.

#### **Additional Insured Status**

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

#### **Primary Coverage**

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

#### **Waiver of Subrogation**

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

#### **Claims-made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at

least five (5) years after completion of this Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

#### **Verification of Coverage**

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

#### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

#### **Special Risks or Circumstances**

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

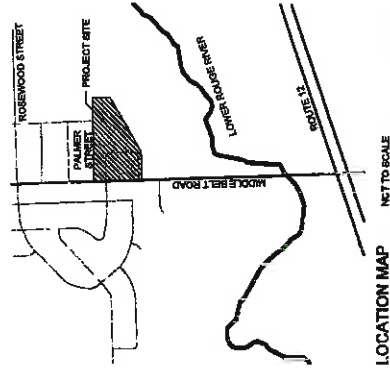
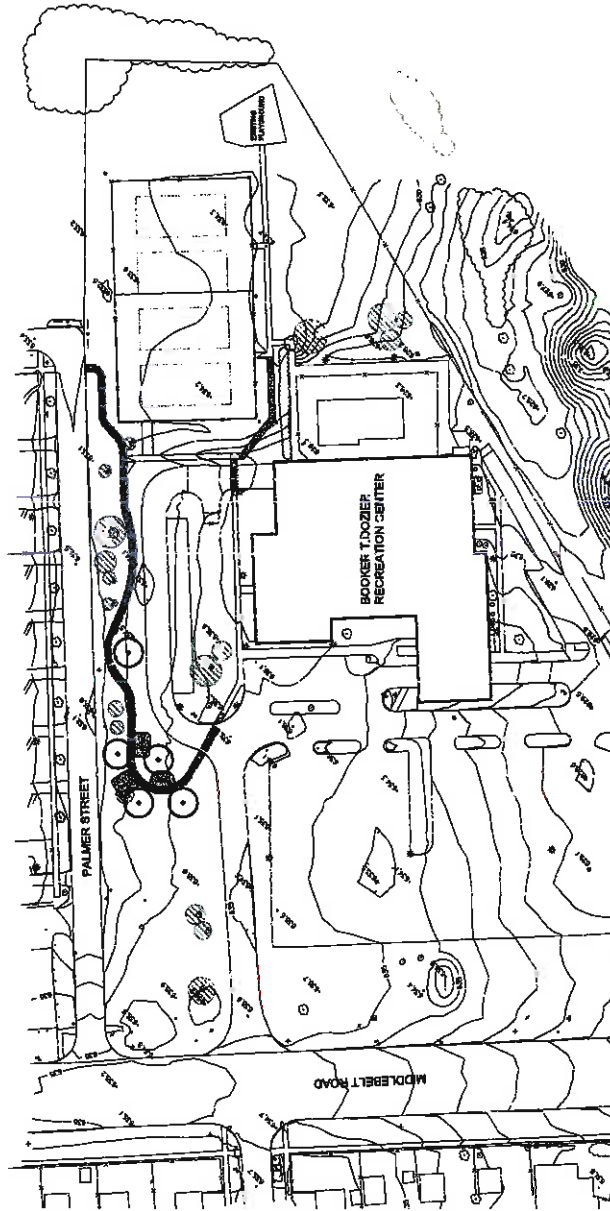
➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

#### **Surety Bonds**

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

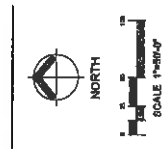
# DOZIER PARK SITE IMPROVEMENTS

CITY OF INKSTER, MICHIGAN



## SHEET INDEX

- SHEET 1.0: COVER
- SHEET 2.0: SS9: PLAN
- SHEET 2.1: SS9: NOTES & DETAILS
- SHEET 3.0: DEMOLITION PLAN
- SHEET 4.0: SITE PLAN
- SHEET 4.1: FITNESS EQUIPMENT ENLARGEMENT
- SHEET 4.2: TENNIS COURT ENLARGEMENT
- SHEET 5.0: GRADING PLAN
- SHEET 5.1: STAKING PLAN
- SHEET 6.0: PLANTING AND IRRIGATION PLAN
- SHEET 6.1: CONSTRUCTION DETAILS



|              |               |
|--------------|---------------|
| DATE:        | 2018.12.12    |
| DESIGNED BY: | MARK ROBINSON |
| CHECKED BY:  | MARK ROBINSON |
| DATE:        | 2018.12.12    |
| DESIGNED BY: | MARK ROBINSON |
| CHECKED BY:  | MARK ROBINSON |
| DATE:        | 2018.12.12    |
| DESIGNED BY: | MARK ROBINSON |
| CHECKED BY:  | MARK ROBINSON |
| DATE:        | 2018.12.12    |
| DESIGNED BY: | MARK ROBINSON |
| CHECKED BY:  | MARK ROBINSON |
| DATE:        | 2018.12.12    |
| DESIGNED BY: | MARK ROBINSON |
| CHECKED BY:  | MARK ROBINSON |
| DATE:        | 2018.12.12    |
| DESIGNED BY: | MARK ROBINSON |
| CHECKED BY:  | MARK ROBINSON |
| DATE:        | 2018.12.12    |
| DESIGNED BY: | MARK ROBINSON |
| CHECKED BY:  | MARK ROBINSON |

**PROJECT ADDRESS:**  
BOOKER T. DOZIER RECREATION CENTER  
2025 MIDDLEBELT ROAD  
INKSTER, MICHIGAN 48141  
PHONE: 734.728.7530  
EMAIL: albacety@cityofinkster.com

**OWNER:**  
CITY OF INKSTER  
PARKS + RECREATION  
CONTACT: AL BACKEY II  
2025 MIDDLEBELT ROAD  
INKSTER, MICHIGAN 48141  
PHONE: 734.728.7530  
EMAIL: albacety@cityofinkster.com

**LANDSCAPE ARCHITECT:**  
JOHNSON HILL LAND ETHICS STUDIO  
CONTACT: MARK ROBINSON  
412 LONGSHORE DRIVE  
ANN ARBOR, MICHIGAN 48105  
PHONE: 734.663.7418  
EMAIL: mrobinson@jh-ethics.com

- CONTRACTOR RESPONSIBILITIES THROUGHOUT THE PROJECT**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH ALL PERTINENT UTILITY COMPANIES 72 HOURS IN ADVANCE OF ANY EXISTING OR PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF ANY UTILITIES.
  2. THE CONTRACTOR SHALL NOT FULLY PROCEED WITH THE CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN CONDITIONS WILL BE ENCOUNTERED. THE CONTRACTOR SHALL IMMEDIATELY BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO GIVE SUCH NOTIFICATION.
  3. ANY DISCREPANCIES BETWEEN DIMENSIONED LAYOUT AND ACTUAL FIELD CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH CONSTRUCTION AND INSTALLATION OPERATIONS.
5. THE CONTRACTOR SHALL PROMOTE AND MAINTAIN POSITIVE SURFACE DRAINAGE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXISTING AND NEW MATERIALS AND CONSTRUCTED ELEMENTS THAT ARE DAMAGED DURING CONSTRUCTION.



1.0



SCALE 1"=50'-0"

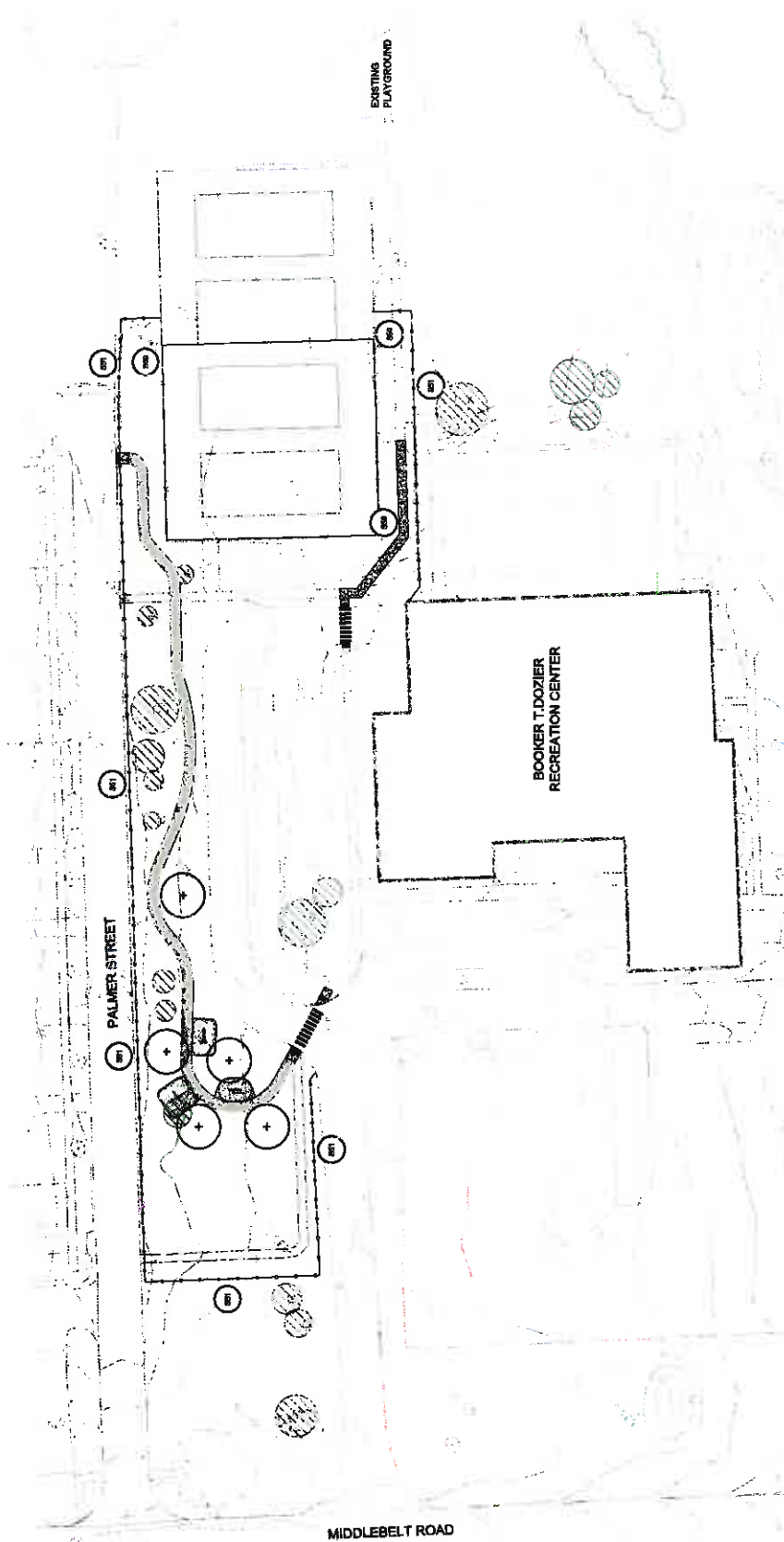
|                        |                            |
|------------------------|----------------------------|
| DATE                   | DESIGNED FOR               |
| 2015.10.26             | INKSTER PARKS + RECREATION |
| PROJECT NO.            | 19INK001                   |
| PROJECT NAME           | DOZIER PARK                |
| PROJECT LOCATION       | INKSTER, MICHIGAN          |
| PROJECT DESCRIPTION    | DOZIER PARK                |
| PROJECT STATUS         | DOZIER PARK                |
| PROJECT PHASE          | DOZIER PARK                |
| PROJECT BUDGET         | DOZIER PARK                |
| PROJECT SCHEDULE       | DOZIER PARK                |
| PROJECT RISK           | DOZIER PARK                |
| PROJECT IMPACT         | DOZIER PARK                |
| PROJECT BENEFIT        | DOZIER PARK                |
| PROJECT CHALLENGE      | DOZIER PARK                |
| PROJECT SOLUTION       | DOZIER PARK                |
| PROJECT OUTCOME        | DOZIER PARK                |
| PROJECT LESSON         | DOZIER PARK                |
| PROJECT TAKEAWAY       | DOZIER PARK                |
| PROJECT INSIGHT        | DOZIER PARK                |
| PROJECT RECOMMENDATION | DOZIER PARK                |
| PROJECT ACTION         | DOZIER PARK                |
| PROJECT RESULT         | DOZIER PARK                |
| PROJECT IMPACT         | DOZIER PARK                |
| PROJECT BENEFIT        | DOZIER PARK                |
| PROJECT CHALLENGE      | DOZIER PARK                |
| PROJECT SOLUTION       | DOZIER PARK                |
| PROJECT OUTCOME        | DOZIER PARK                |
| PROJECT LESSON         | DOZIER PARK                |
| PROJECT TAKEAWAY       | DOZIER PARK                |
| PROJECT INSIGHT        | DOZIER PARK                |
| PROJECT RECOMMENDATION | DOZIER PARK                |
| PROJECT ACTION         | DOZIER PARK                |
| PROJECT RESULT         | DOZIER PARK                |

JOB NO.  
19INK001

TITLE  
SESC PLAN



2.0



**NOTES**  
1. SEE SHEET 2.1 FOR ALL C&M, BUDGET AND  
CONSTRUCTION CONTROL NOTES AND DETAILS.

**LEGEND**  
SILT FENCE  
TREE PROTECTION FENCE

**MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**  
**SESC KEYING SYSTEM**

| SESC MANAGEMENT PRACTICES | SYMBOL | WHERE USED                                                                                        |
|---------------------------|--------|---------------------------------------------------------------------------------------------------|
| SILT FENCE                |        | Use adjacent to other areas, to prevent<br>sediment from entering other areas or<br>water bodies. |
| PALE PROTECTION FENCE     |        | Use to delineate areas, separate or<br>restrict access.                                           |





**DOZIER PARK  
 SITE IMPROVEMENTS**  
 CITY OF INKSTER PARKS + RECREATION  
 INKSTER, MICHIGAN



SCALE 1"=30'-0"

|          |               |
|----------|---------------|
| DATE     | 2/15/10       |
| DRAWN BY | APL/CD/BAW/AM |
| CHECKED  | AM            |
| DATE     | 2/15/10       |
| PROJECT  | 19INK01       |
| TITLE    | SITE PLAN     |

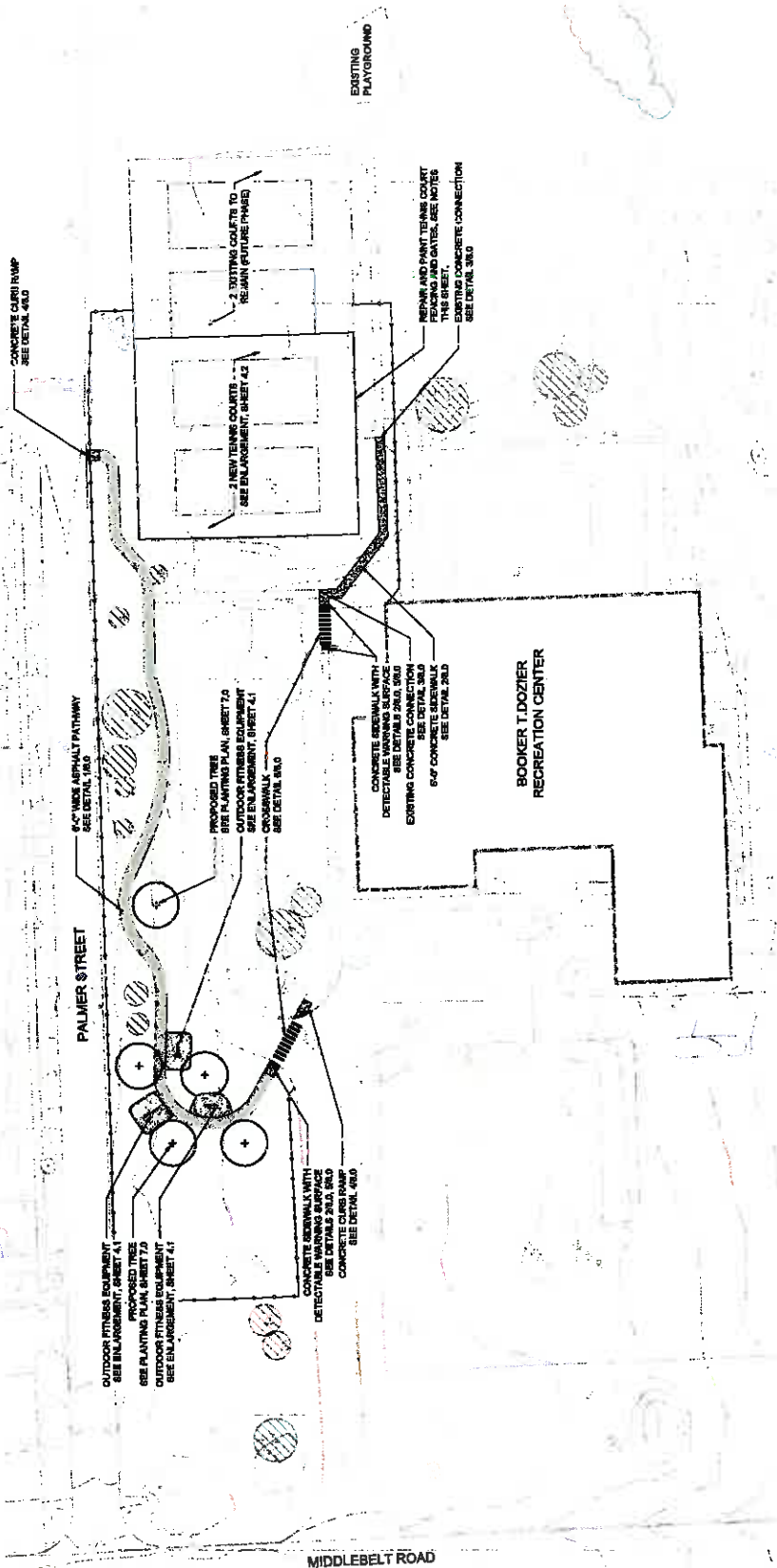
19INK01

SITE PLAN

801



4.0



**NOTES**

1. SEE SEPARATE IMPROVEMENTS AT TRANS COURTS SHALL BE LIMITED TO TRANSPORTATION ADJACENT TO (2) NEW COURTS.

**LEGEND**

- 6\"/>

CITY OF INKSTER PARKS + RECREATION  
 SITE IMPROVEMENTS  
 DOZIER PARK  
 INKSTER, MICHIGAN



SCALE VARIOUS  
 SEE DRAWING

|      |            |             |                  |
|------|------------|-------------|------------------|
| DATE | 2019-10-08 | DESIGNED BY | DAVID L. BARNETT |
| DATE | 2019-10-08 | CHECKED BY  | DAVID L. BARNETT |
| DATE | 2019-10-08 | APPROVED BY | DAVID L. BARNETT |
| DATE | 2019-10-08 | REVIEWED BY | DAVID L. BARNETT |
| DATE | 2019-10-08 | FINAL BY    | DAVID L. BARNETT |

JOB NO.  
 19INKK01

PROJECT  
 FITNESS  
 EQUIPMENT  
 ENLARGEMENT  
 R01

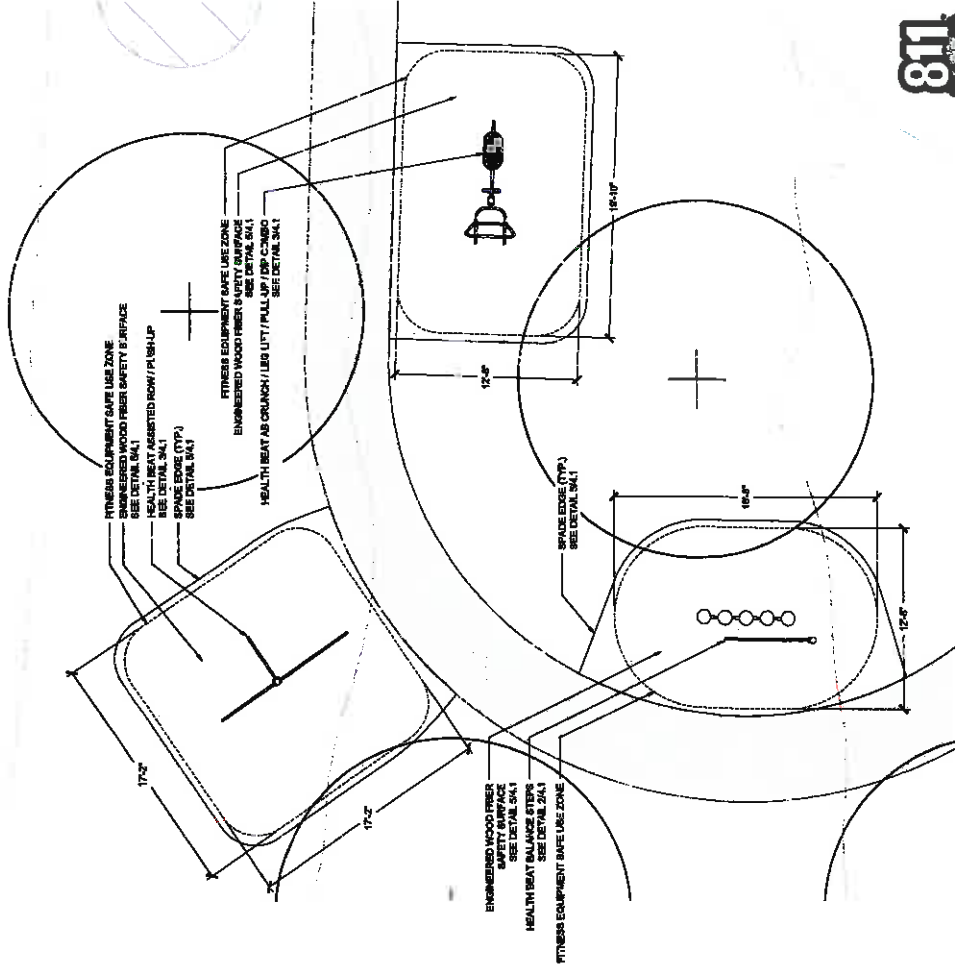


4.1

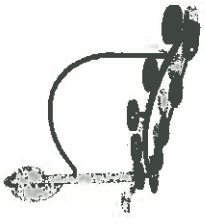


GENERAL NOTES:

1. ALL OUTDOOR FITNESS EQUIPMENT SHALL BE HEALTH BEAT BY LANDSCAPE STRUCTURES, INC.
2. ALL OUTDOOR FITNESS EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
3. INSTALLATION OF OUTDOOR FITNESS EQUIPMENT AND ENGINEERED WOOD FIBER SAFETY SURFACE SHALL BE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
4. ALL COLORS SHALL BE DETERMINED BY OWNER.



1 FITNESS EQUIPMENT ENLARGEMENT  
 SCALE: 1/4" = 1'-0"



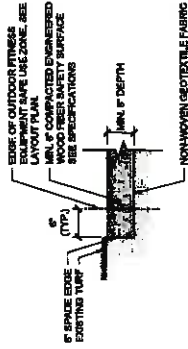
2 HEALTH BEAT BALANCE STEPS  
 SCALE: 1/4" = 1'-0"



3 HEALTH BEAT ASSISTED ROW / PUSH-UP  
 SCALE: 1/4" = 1'-0"



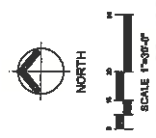
4 HEALTH BEAT AB CRUNCH / LEG LIFT / PULL-UP / DIP COMBO  
 SCALE: 1/4" = 1'-0"



5 ENGINEERED WOOD FIBER SAFETY SURFACE  
 SCALE: 1/4" = 1'-0"



**DOZIER PARK  
 SITE IMPROVEMENTS**  
 CITY OF INKSTER PARKS + RECREATION  
 INKSTER, MICHIGAN

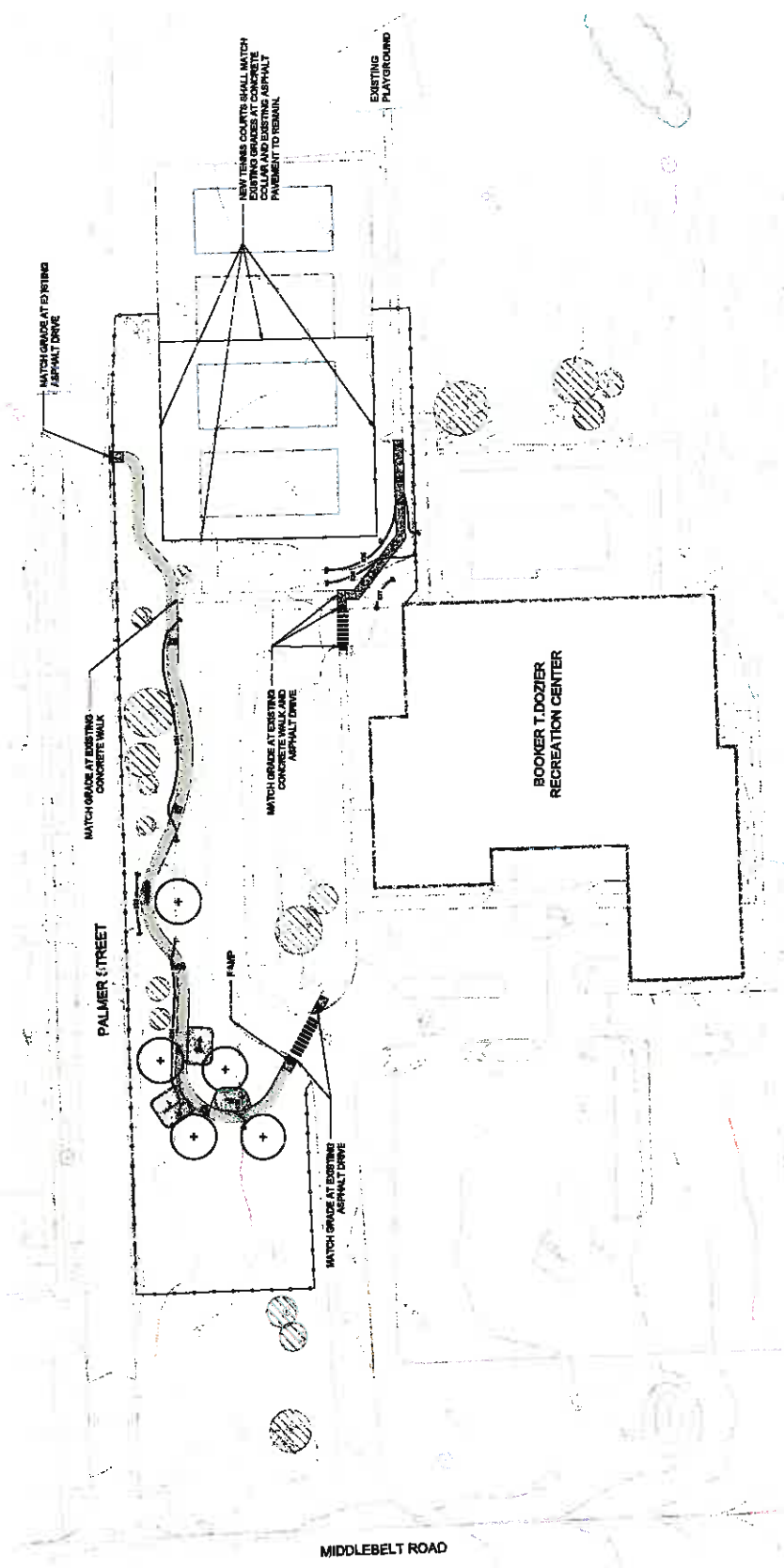


|               |             |           |
|---------------|-------------|-----------|
| DATE:         | DATE:       | DATE:     |
| 2/10/2024     | 2/10/2024   | 2/10/2024 |
| DESIGNED BY:  | CHECKED BY: | DATE:     |
| AMC/CE/EDP/SP |             |           |
| DRAWN BY:     | CHECKED BY: | DATE:     |
|               |             |           |
| PROJECT NO.:  |             |           |
| 19INK001      |             |           |

**GRADING PLAN**



**5.0**

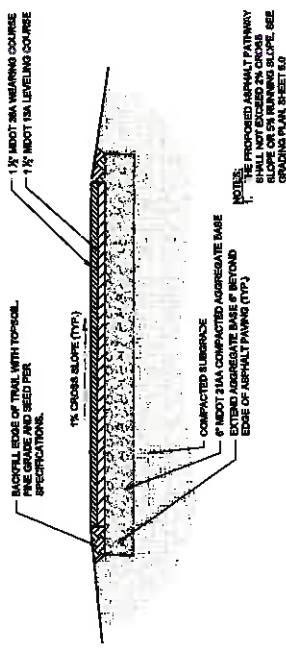


- NOTES**
1. THE SURVEY INFORMATION PROVIDED HAS LIMITED SPOT CHECKS AND IS NOT A COMPLETE SURVEY. GRADING ON PROPOSED MUST BE FIELD VERIFIED.
  2. THE ASPHALT DRIVEWAY SHALL HAVE A 1% CROSS SLOPE (MIN). THE RUNNING SLOPE SHALL NOT EXCEED 1%.
  3. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN PROPOSED GRADING.

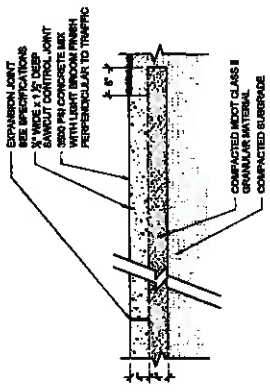
- LEGEND**
- SALT FENCE
  - TREE PROTECTION FENCE
  - ASPHALT DRIVEWAY
  - CONCRETE SIDEWALK



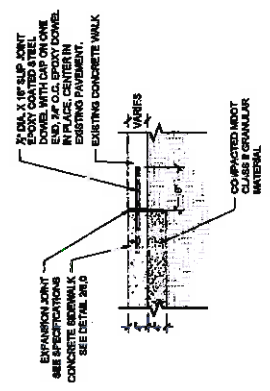




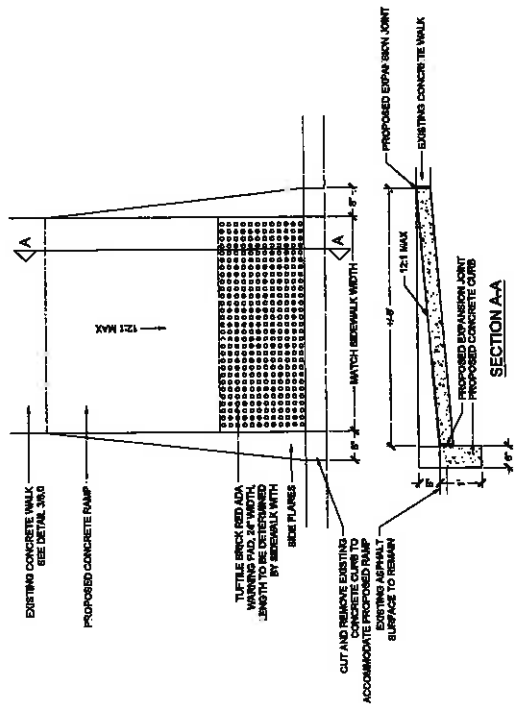
**1 ASPHALT PATHWAY**  
SCALE: 1" = 1'-0"



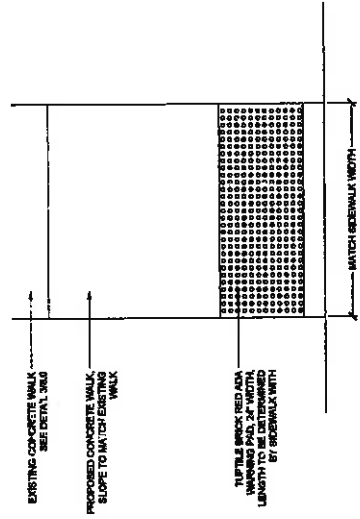
**2 CONCRETE SIDEWALK**  
SCALE: 1" = 1'-0"



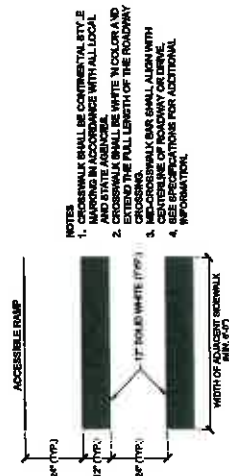
**3 EXISTING CONCRETE CONNECTION**  
SCALE: 1" = 1'-0"



**4 CURB RAMP**  
SCALE: 1" = 1'-0"



**5 DETECTABLE WARNING SURFACE**  
SCALE: 1" = 1'-0"



**6 CROSSWALK STRIPING**  
SCALE: 1" = 1'-0"

- NOTES**
1. CROSSWALK SHALL BE CONTINGENTIAL LITTLE MARKS IN ACCORDANCE WITH ALL LOCAL AND STATE REQUIREMENTS.
  2. CROSSWALK SHALL BE WHITE IN COLOR AND EXTEND THE FULL LENGTH OF THE ROADWAY.
  3. MID-CROSSWALK BAR SHALL ALIGN WITH CENTERLINE OF ROADWAY OR DRIVE.
  4. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

**ERIC R. SABREE**  
WAYNE COUNTY TREASURER  
400 Monroe - 5th Floor  
Detroit MI 48226-2942



**Mailing Address:** City Of Inkster - Rec Center Rec Center  
26215 TROWBRIDGE  
INKSTER MI 48141

Make checks payable to:  
Wayne County Treasurer

**Taxpayer Information:**  
(313) 224-5990

**Office Hours:**  
8:00 a.m. - 4:30 p.m.  
Monday through Friday

**Web:** treasurer.waynecounty.com  
**Email:** taxinfo@waynecounty.com

## Tax Statement

**Number:** 2017 - 322809

**Date:** 09/28/2017



44-44008011060002



10388698

**Inkster Real Property Description:**

**Parcel ID:** 44008011060002

**SEV Amt:** \$0 - 2016

**Address:** 0 Palmer

**PRE:** 0%

Inkster, MI 48141

**Legal Description:**

25J1060B--1227A ALL OR PT OF LOTS 1060 TO 1092 INCL ALSO PT OF LOTS 1179 1180 1202 TO 1227 INCL  
ALSO E 1/2 ADJ VAC ALLEY ALSO S 1/2 ADJ VAC PALMER ST DESC AS BEG S88DEG 40M 00S E 163FT FROM  
NW COR SEC 25 TH S88DEG 40M 00S E 730FT TH S0DEG 40M 00S W 160FT TH S 2DEG 26M 25S W 703.63FT  
TH N88DEG 40M 00S W 110FT TH N0DEG 40M 00S E 500FT TO POB 5.94 AC HYDE PARK SUB NO. 1 T2S R9E  
L57 P23, 24 WCR

No outstanding taxes for this parcel.

Created by:3460

Page 1 of 1

Dozier

6285628

## QUIT CLAIM DEED FOR CORPORATION 20065 PA 778

KNOW ALL MEN BY THESE PRESENTS: That BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, 415 Clifford, Detroit, Michigan 48226

Quit Claims to: CITY OF INKSTER, a Municipal Corporation

whose street number and Post Office address is 2121 Inkster Road, Inkster, Michigan 48141

the following described premises situated in the City of Inkster, County of Wayne and State of Michigan, to-wit:

All or parts of Lots 1060 through 1092, 1179, 1180, and 1202 through 1227 and the parts of vacated streets and alleys - in Hyde Park Subdivision No. 1, as recorded in Liber 57 of Plate 24, Wayne County Records - which are included in that part of the N.W. 1/4 of Section 25, T.2 S., R.9 E., City of Inkster, Wayne County, Michigan, which is described as follows: Beginning at a point on the North Line of Section 25 distant S. 88° 40'E., 173 feet from the N.W. Corner of Section 25 and proceeding thence along the north line of said section S. 88° 40'E., 720 feet; thence S. 0° 40'W., 160 feet; thence S. 62° 26' 25" W., 703.63 feet; thence N. 88° 40'W., 100 feet to the S.W. Corner of Lot 1179; thence along the East line of the 20 foot alley East of Middle Belt Road N. 0° 40'E., 500 feet to the point of beginning. 5.84 acres more or less.

Provided, however, that the grantee and its successors shall develop and improve the demised premises in accordance with plans approved by the Michigan Department of Natural Resources on or before March 21, 1979, for public park and recreational purposes.

The purpose of this deed is to amend the reverter clause in a certain deed between the same grantor and grantee, recorded October 9, 1974 in Liber 18936, Page 648, Wayne County Records, by the following language:

"Provided, however, that the grantee and its successors forever shall use said premises for public park and recreational purposes only and that the recreation complex and its facilities, when developed, must be made available to all citizens of Wayne County and the general public at all times. If such premises are not improved within the time stated or ever come to be used for public park and recreational purposes, they shall revert to and become the property of the grantor, its successors, or assigns who will continue to operate and maintain the property as a park and the State Department of Natural Resources, or its successors, for administration of Land and Water Conservation Fund, shall be given notice of such reverter."

857A  
 DATED MAR 23 1979  
 FOREST E. YOUNGBLOOD, Mayor of City  
 WAYNE COUNTY, MICHIGAN 48226



Return to:  
 BOARD OF WAYNE COUNTY ROAD COMMISSIONERS  
 REAL ESTATE DIVISION  
 415 CLIFFORD  
 DETROIT, MICHIGAN 48226

NO REVENUE ATTACHED

20065 779

for the sum of One Dollar "U.S.A. 7.456, Section 5 (b)"

Dated this 16th day of March A.D. 1978

Signed, Sealed and Delivered  
in the Presence of:

Signed and Sealed:

R. H. Schenkel  
R. H. Schenkel

Valerie J. Fane  
Valerie J. Fane

BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF WAYNE, MICHIGAN

By Joseph M. Herron  
Joseph M. Herron  
Its Vice-Chairman

and Henry J. Galecki  
Henry J. Galecki  
Its Secretary and Clerk of the Board

STATE OF MICHIGAN )  
COUNTY OF WAYNE ) ss.

On this 16th day of March A.D. 1978, before me, a  
Notary Public in and for said County, personally appeared

Joseph M. Herron and Henry J. Galecki  
to me personally known, who, being by me duly sworn, did each for himself  
say that they are respectively the Vice-Chairman and Secretary and Clerk  
of BOARD OF COUNTY ROAD

COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, the corporation  
named in and which executed the within instrument, and that the seal affixed  
to said instrument is the corporate seal of said corporation, and that said  
instrument was signed and sealed in behalf of said corporation by authority  
of its board of directors; and said Joseph M. Herron and Henry J. Galecki  
acknowledged said instrument to be the free act and deed of said corporation.

Fred Canisani  
Fred Canisani  
Notary Public, Wayne County, Michigan  
My Commission Expires: 1-12-80

Drafted By: Frank J. Murphy  
415 Clifford  
Detroit, Michigan 48226

Register of Deeds Office

When recorded return to:  
Wayne County Road Commission  
415 Clifford Street  
Detroit, Michigan 48226  
Attn: Real Estate Division

Recording Fee \_\_\_\_\_  
U.S. Revenue Stamps \_\_\_\_\_

## REQUEST FOR COUNCIL ACTION

To: Patrick Wimberley, Mayor

Date: January 24, 2020

From: Jerome Bivins, DPS Director

Date for Council's Consideration: February 3, 2020

**ACTION REQUESTED:** Consider authorizing the Director of DPS, as a representative of the City, to make an application to the Michigan Department of Transportation for necessary annual permit to work within the State trunk line right of way on behalf of the City of Inkster. Also consider adopting the attached resolution to be submitted to MDOT as part of requirement to submit the permit application.

Current Action   X   Emergency        Future       

Funds Budgeted: If Yes        Account #        No        N/A       

Mayor's Approval

Yes: Patrick Wimberley

### **BACKGROUND:**

Michigan Avenue (US12) is a State trunk line. Any works performed in the infrastructure within the right of way of this trunk line requires a permit from MDOT. The example of works would be to repair fire hydrants, water gate valves, man holes, sewer or water lines, etc.

### **SCOPE OF SERVICES:**

To perform repair works within the State trunk line right away.

### **JUSTIFICATION:**

MDOT's Standard Operation Practice.

### **PROJECT IMPROVEMENTS:**

Improve and promote the image of Inkster.

### **COSTS:**

N/A

### **PROJECTED TIME TABLE:**

Resolution will be submitted as part of application upon adoption by the Mayor and Council resolution.

### **RESOLUTION:**

Authorization is hereby given to Director of DPS, as a representative of the City, to make an application to the Michigan Department of Transportation for necessary annual permit to work within the State trunk line right of way on behalf of the City of Inkster. Also consider adopting the attached resolution to be submitted to MDOT as part of requirement to submit the permit application.

Resolved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Yes:

No:

Absent:

**COSTS:**

N/A

---

**PROJECTED TIME TABLE:**

January 9<sup>th</sup>; February 13<sup>th</sup>; March 12<sup>th</sup>; April 9<sup>th</sup>; May 14<sup>th</sup>; June 11<sup>th</sup>; July 9<sup>th</sup>; August 14<sup>th</sup>;  
September 10<sup>th</sup>; October 8<sup>th</sup>; November 12<sup>th</sup>; December 10<sup>th</sup> @ 6:00pm.

**RESOLUTION:**

Authorization and approval is hereby given to;

Resolved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Yes:

No:

Absent:

## PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

*This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".*

RESOLVED WHEREAS, the City of Inkster  
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name:

Daryl Davis, Crew Chief

Antonio Butler, Senior Utility Operator

Jerome Bivins, DPS Director

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the \_\_\_\_\_  
(Name of Board, etc)

of the \_\_\_\_\_ of \_\_\_\_\_  
(Name of GOVERNMENTAL AGENCY) (County)

at a \_\_\_\_\_ meeting held on the \_\_\_\_\_ day

of \_\_\_\_\_ A.D. \_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_