



INKSTER CITY COUNCIL

February 15, 2021

(Virtual Meeting)

26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 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
VIJAY VIRUPANNAVAR

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. Email your comment to be read for one (1) minute into the record. frutledge@cityofinkster.com (for virtual meeting)

February 15, 2021

Orientation 6:00 PM (Virtual)

Regular City Council Agenda – 7:00 PM (Virtual Meeting)

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call
- C. 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).

2. Approval of Agenda

3. Presentations/Discussion

4. Public Hearing

A. A public hearing on Chapter 91 of the City of Inkster Code of Ordinances; Animals. Pg. 1

B. A public hearing on Chapter 136.30 of the City of Inkster Code of Ordinances; Drug
Paraphernalia. Pg. 19

5. Consent Agenda

A. February 1, 2021 Regular (Virtual) City Council Meeting Minutes. Pg. 24

B. Allen Brother's and Attorney's PLLC Invoice \$31,715.15 Pg. 33

6. Boards and Commissions

A. Update of current list of appointments to Boards & Commissions. Pg. 34

7. Previous Business

A. Discussion/Action: (Tracy Ann-Jennings) Consideration and approval of one (1) offer to purchase (Case # LD 20-26) two (2) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P16 LOT 16 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0016 000), and 25P13 14 LOTS 13 AND 14 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0013 000) in the amount of \$2,000.00 to Shawn Wimberly/SEW, LLC.

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B. Discussion/Action: (Tracy Ann-Jennings) Consideration and approval of one (1) offer to purchase (Case # LD 20-27) three (3) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P9 10 LOTS 9 AND 10 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0009 000), 25P11 LOT 11 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0011 000) and 25P12 LOT 12 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0012 000) in the amount of \$2,500.00 to Shawn Wimberly/SEW, LLC.

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C. Discussion/Action: (Tracy Ann-Jennings) Consideration and approval of one (1) offer to purchase (Case # LD 20-28) six (6) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P60 TO 65 LOT 60 TO 65 INCL WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0060 000), 25P59 LOT 59 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0059 000), 25P58 LOT 58 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0058 000), 25P57 LOT 57 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0057 000), 25P56 LOT 56 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID #

44 010 01 0056 000), and 25P55 LOT 55 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0055 000) in the amount of \$3,500.00 to Shawn Wimberly/SEW, LLC.

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Pg. 68

D. Discussion/Action: (Tracy Ann-Jennings) Consideration and approval of one (1) offer to purchase (Case # LD 20-23) three (3) vacant adjacent lots located on the south side of Penn between John Daly Street and Bayhan Street which are legally described as 30K225A E 35 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 001), 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 002), and 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 003) in the amount of \$750.00 to Patricia Hicks. **(REMOVE FROM THE TABLE)**

Pg. 82

8. Ordinance(s)

A. First Reading(s)

1. A first reading on an amendment to Chapter 91 of the City of Inkster Code of Ordinances; Animals. (See Pg. 1)

2. A first reading on an amendment to Chapter 136.30 of the City of Inkster Code of Ordinances; Drug Paraphernalia. (See Pg. 19)

B. Second Reading(s)

9. New Business

A. Discussion/Action: (Felicia Rutledge) Consideration and approval to recognize City of Angels Foundation as a non-profit organization within the city of Inkster for qualification for a temporary Charitable Gaming License to host a nationwide online fundraising raffle.

Pg. 97

B. Discussion/Action: (WCA Assessing) Consideration and approval of the 2021 Poverty Exemption Application utilized for the Board of Review.

Pg. 113

C. Discussion/Action: (Vijay Virupannavar) Consideration and approval Consider approval of temporary agreement with Emery HR LLC for 6 weeks of Human Resources help.

Pg. 142

10. Public Participation (limit to 1 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

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: February 15, 2021

From: David W. Jones, City Attorney Date for Council's Consideration: February 15, 2021

ACTION REQUESTED: Consider authorizing the amendment to Animal Ordinance

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval

BACKGROUND:

Pursuant to Article 7 §22 of the Michigan Constitution, "each city and village shall have the power to adopt resolutions and ordinances relating to its municipal concerns, property, and government, subject to the constitution and law." Therefore, to ensure the City of Inkster law enforcement and judicial departments function in the best practices of its department, the local ordinances must be consistent with the relevant state statutes and surrounding ordinances maintained within the county. At this time, the animal ordinance requires the removal of outdated sections and the addition of sections which reflect the current best practices of the state.

SCOPE OF SERVICES:

To amend the current Animal Ordinance including the removal of outdated sections and the addition of newer sections.

JUSTIFICATION:

The current Animal Ordinance requires amendments which reflect the current best practices of the state.

PROJECT IMPROVEMENTS:

N/A

COSTS:

N/A

PROJECTED TIME TABLE:

The amended ordinance will take effect following publication in accordance with Section 8.3 of the City Charter.

RESOLUTION:

THEREFORE, BE IT RESOLVED, the Inkster City Council hereby approves to amend the Animal Ordinance.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**AN ORDINANCE TO AMEND TITLE IX, GENERAL REGULATIONS, OF THE
INKSTER CITY CODE, CHAPTER 91, ANIMALS, TO THE CODE OF ORDINANCES
FOR THE CITY OF INKSTER, WAYNE COUNTY MICHIGAN**

NOW THEREFORE, THE CITY OF INKSTER ORDAINS:

Chapter 91 of Title IX of the Code of Ordinances of the City of Inkster shall be amended as follows:

GENERAL PROVISIONS

§ 91.01 CRUELTY TO ANIMALS.

(A) This section may be cited as the Cruelty to Animals Regulations.
(‘68 Code, § 4-418)

(B) Whoever overdrives, overloads, drives when overloaded, overworks, tortures, torments, deprives of necessary sustenance, cruelly beats, mutilates or cruelly kills or causes or produces to be so overdriven, overloaded, driven when overloaded, overworked, tortured, tormented, deprived of necessary sustenance, cruelly beaten, mutilated or cruelly killed, any animal or whoever having the charge or custody of any animal, either as owner or otherwise inflicts unnecessary cruelty upon the same, or willfully fails to provide same with proper food, drink, shelter or protection from the weather, shall be guilty of this offense.
(‘68 Code, § 5-491)

(C) The cropping of dogs’ ears and tails shall be considered a mutilation or cruelty to an animal within the meaning of this section unless the cropping is performed by a registered veterinarian surgeon while the dog is under anesthetic.

(‘68 Code, § 4-420) (Ord. 498, passed 12-12-75) Penalty, see § 91.99

Cross-reference:

Molesting Wildlife Prohibited, see § 96.17

§ 91.02 HUNTING PROHIBITED.

It shall be unlawful for any person in any manner to carry any gun, weapon or firearm for the purpose of hunting any wild game or fowl at any time within the city limits.

(‘68 Code, § 8-105) (Ord. 51, passed 10-9-42) Penalty, see § 91.99

**§ 91.03 SALE OR COLORING OF BABY CHICKS, RABBITS AND THE LIKE
PROHIBITED: EXCEPTION.**

It shall be unlawful to sell, or offer for sale, barter or give away baby chicks, rabbits, ducklings or other fowls as pets or novelties, whether or not dyed, colored or otherwise artificially treated. This section shall not be construed to prohibit the display or sale of natural chicks or ducklings in proper facilities by hatcheries or stores engaged in the business of selling the same to be raised for commercial purposes.

(‘68 Code, § 5-417) (Ord. 202, passed 3-4-63) Penalty, see § 91.99

DOGS, LICENSING

§ 91.10 TETHERING

(A) It shall be unlawful for any person to attach chains, tethers, restraints or implements directly to a dog without proper use of a collar, harness or other device designed specifically for that purpose and made from a material that prevents injury to the animal. All items used to tether or restrain an animal must be made specifically for that particular purpose and use.

(B) No person shall:

- 1) Use a tether or any assembly or attachments thereto to tether a dog that, due to weight of material, inhibits free movement of the animal within the area tethered.
- 2) Tether a dog on a choke chain or in such a manner as to cause injury, distress, strangulation or entanglement of the dog on fences, trees or other obstructions to free movement within the area tethered.
- 3) Tether a dog without access to shade when sunlight is likely to cause overheating, or to adequate shelter to protect against inclement weather.
- 4) Tether a dog without access to water while also ensuring the water supply is secured in a manner so as not to be tipped over.
- 5) Tether a dog in an area where bare earth is present without steps being taken to prevent the surface area from becoming muddy from rain causing comingling with excrement creating a sanitation hazard.
- 6) Utilize a tether that is less than three (3) times the length of the dog's body from nose to tail or one that does not allow for access to shelter provided.

§ 91.15 DOGS RUNNING AT LARGE; COLLAR AND TAGS.

(A) No person owning, possessing or harboring any dog shall permit the same to run off his premises unless such dog is on a leash of durable material, not longer than 6 feet held by the owner or some other competent person. Every dog so allowed off the premises of his owner shall wear a substantial collar, specifically designed for this purpose to which shall be securely attached the tag herein provided for. Duplicate tags, in case of loss, may be issued by the City Department as designated by the Mayor upon payment by the applicant of the sum of \$1.00. No tag shall be used on the collar of any dog other than the dog for which license has been issued. No person shall remove the collar or tag from any dog without the consent of the owner or party to whom the license is issued.

(B) The owner of any dog shall not maintain, keep, or allow their dog in the yard of their dwelling unless the dog is confined by virtue of a fence that is otherwise permitted under this Code and that is not less than four (4) feet in height: or the dog is both under the direct physical control of the owner and is otherwise restrained by tethering. Electric fencing shall be a permissible form of containment for which proof must be provided upon licensing.

('68 Code, § 4-406) (Ord. 151, passed 8-12-58; Am. Ord. 214, passed 3-16-64)
Penalty, see § 91.99

§ 91.16 LICENSE REQUIRED.

It shall be unlawful for any person to own, possess, harbor or keep more than 3 dogs other than dogs under 6 months of age born to an adult dog in the care, custody or

control in the city without first having obtained a license from the City Department as designated by the Mayor in compliance with the provisions hereinafter provided. ('68 Code, § 4-401) (Ord. 151, passed 8-12-58) Penalty, see § 91.99

§ 91.17 APPLICATION; FEE; EXPIRATION; TAGS.

(A) Upon application being made to the city, giving the full name and residence of the applicant and a full description of the dog to be licensed, the issuing department shall issue to such applicant a license to own or harbor a dog for the term commencing at the date of such license and terminating the following June 30th.

(B) At the time of issuing the license, the issuing department shall issue to such applicant a tag of durable material, containing the number of the license, duly stamped or engraved thereon, the year when issued, together with the words "Dog License, City of Inkster, Michigan", however, before the issuing department shall deliver such license and tag, the applicant therefor shall pay a fee to be set by City Council resolution, with the exception of any dogs acting in assistance to a person physically afflicted, such as blindness, and the like, such exemption to be granted at the discretion of the Mayor.

(C) Such license shall entitle the applicant to keep or harbor such dog for the term commencing from the date of said license and terminating at midnight on June 30th following its issuance. When issued for a period less than six calendar months next prior to July 1, the applicant shall pay a total of one-half of the license fee hereinbefore provided. The shape and style of the tag shall be changed each year beginning July 1. ('68 Code, § 4-402) (Ord. 151, passed 8-12-58; Am. Ord. 314, passed 4-15-68; Am. Ord. 857, passed 4-17-17) Penalty, see § 91.99

§ 91.18 IMMUNIZATION REQUIRED: CERTIFICATE.

At the time of issuing such license the city department as designated by the Mayor shall require from each applicant a statement as to whether or not the dog sought to be licensed has been immunized against rabies, within one year preceding the date of the application, and if immunized to produce a certificate from a duly licensed and registered veterinarian. Said certificate is to be filed with the Chief of Police or his designee at the time the license is issued. When the dog is vaccinated with modified live rabies virus of chick embryo origin, proof of vaccination within two years preceding the date of the application for license shall be deemed compliance with the sections of this chapter. All dogs being harbored in the City of Inkster are required to have been immunized against rabies.

('68 Code, § 4-403) (Ord. 151, passed 8-12-58; Am. Ord. 151.1, passed 1-11-60; Am. Ord. 293, passed 2-5-68)
Penalty, see § 91.99

§ 91.19 LICENSE TAGS; NONTRANSFERENCE; FEE.

No license or license tag issued for one dog shall be transferable to another dog. Whenever the ownership or possession is permanently transferred from one person to another, the license of such dog may be likewise transferred upon notification given to the issuing department, who shall update the records. If a change of address within the city limits occurs the dog owner shall update their dog license with the issuing

department within 10 days of relocating. The administrative fee for these changes to be set by City Council resolution will be collected by the issuing department. Failure to make listed changes within 10 days shall render the current license null and void and owner subject to penalty.

('68 Code, § 4-405) (Ord. 151, passed 8-12-58) Penalty, see § 91.99

§ 91.20 EXEMPTION FROM LICENSING PROVISIONS.

Any person owning a pup shall have six months after birth of said pup in which to make application for license, and any person importing a dog into the city shall have ten days to make application for a license.

('68 Code, § 4-404) (Ord. 151, passed 8-12-58) Penalty, see § 91.99

§ 91.21 VICIOUS DOGS.

(A) No owner or person may harbor or keep a fierce or vicious dog at any time within the limits of the city, and must report such dog to the Police Department immediately upon discovering such condition.

(1) Any person owning, keeping or harboring a dog that has bitten any person shall immediately thereafter surrender such dog to the custody of the Police Department and if, in the opinion of the Chief of Police or his duly authorized representative, it is necessary to impound such dog, said dog will be impounded in the city dog pound for a period of ten days at a charge to the owner at the rate set forth in § 91.23(B) so that such dog may be placed under observation for a period of ten days. The word dog used in this chapter shall mean both male and female.

(2) Any person allowing a dog to habitually remain and be lodged within his or her house, store, building, enclosure or premises shall be considered as harboring or keeping the same within the meaning of this chapter.

(B) Whenever a dog is brought to the pound for having bitten a person, the Mayor or his duly authorized agent, may, if deemed necessary and advisable, and after holding such dog for a sufficient length of time to meet the other requirements of this section, cause such dog to be destroyed as a vicious dog; however, the Mayor, or his duly authorized agent must notify the owner of such dog, if known, of his intent to destroy such dog. Such notice must be delivered, in writing, either in person or by certified mail, to the owner of the dog. Upon receipt of such notice, the owner shall have 120 hours in which to seek a review by the district court of the city of the order of the Mayor or his duly authorized agent for the destruction of such dog.

(C) All persons shall be liable for damage for any and all injuries to persons or property that may be caused by any dog owned by them, which damages may be determined and collected in appropriate civil proceedings therefor, in which proceedings the proof of the failure or refusal by such owner to comply with the provisions of this section shall constitute prima facie evidence of negligence on the part of such owners.

(D) In all cases where a person has been charged with a violation under this chapter and the dog has bitten a person, or where a person charged with a violation under this chapter has pleaded guilty or has been convicted of a previous offense under this chapter within two years, a court appearance shall be mandatory.

('68 Code, § 4-407) (Ord. 452, passed 5-22-73; Am. Ord. 857, passed 4-17-17)
Penalty, see § 91.99

§ 91.22 BARKING DOGS.

No person shall keep or harbor any dog which by loud, frequent or habitual barking, yelping or howling shall cause serious annoyance to the neighborhood or to people passing to and from upon the streets.

('68 Code, § 4-407) (Ord. 151, passed 8-12-58) Penalty, see § 91.99

§ 91.23 RABIES CONTROL; DOG BITES; NOTIFICATION.

(A) Any person who shall have in his or her possession a dog which has contracted rabies shall, upon demand of a police officer, Mayor or their duly authorized representative, produce and surrender said dog to the aforesaid official for observation for a period of ten days.

(B) It shall be the duty of every person owning or harboring a dog which has been attacked or bitten by another dog or other animal showing the symptoms of rabies to immediately notify the Police Department or the Mayor or his duly authorized representative that he has such a dog in his possession. Whenever said dog is brought to the pound for having bitten a person and when it shall appear after observation for ten days by the Police Department, the Mayor or his duly authorized representative, that such a dog is fierce, vicious or dangerous, the Police Department, the Mayor or his duly authorized representative shall cause such dog to be destroyed as a vicious dog; further; and that whenever any dog suffering from rabies is held by the Police Department, Mayor or his duly authorized representative for a period of ten days and it has not recovered from such rabies, it shall be destroyed.

('68 Code, § 4-409) (Ord. 151, passed 8-12-58; Am. Ord. 857, passed 4-17-17)
Penalty, see § 91.99

§ 91.24 IMPOUNDMENT PROCEDURE.

(A) Upon receiving a dog, the Police Department, Mayor or his duly authorized representative shall issue to the party delivering said dog a receipt for said dog, carefully describing the same, stating the hour and date of such delivery.

('68 Code, § 4-410) (Ord. 151, passed 8-12-58; Am. Ord. 308, passed 4-1-68)

(B) The City Council shall by resolution determine the amount to be charged the owner or person entitled to demand the return of a dog from the city dog pound; said sum shall be for the care and custody of said dog. It shall be necessary to procure a license for said dog in the event such dog shall not have been duly licensed. No dog shall be released from the pound unless the owner or person entitled to demand the same shall exhibit to the officer in charge of the dog pound satisfactory evidence that the dog has been immunized against rabies. The person in charge of said dog pound shall keep a record of all dogs received by him with the description thereof and disposition of the same. He shall immediately pay into the city treasury all moneys received by him for the release or sale of dogs.

('68 Code, § 4-411) (Ord. 151, passed - -, Am. Ord. 378, passed 2-15-71)

(C) All dogs not timed within 72 hours after having been impounded or within 72 hours after the ten-day period has expired, as set forth in § 91.21(A)(1), shall be destroyed, or if the animal is worthy or valuable, it shall be sold or given away at the discretion of the Mayor or his duly authorized representative. However, it is provided that any dog having been exposed to rabies or any dog that has attacked a person shall be kept until such time and under such conditions required by this chapter. ('68 Code, § 4-412) (Ord. 151, passed 8-12-58; Am. Ord. 308, passed 4-1-68; Am. Ord. 857, passed 4-17-17)

§ 91.25 DISPOSITION OF DEAD DOGS.

The bodies of all dogs that have been killed shall be disposed of by the person in charge of the pound in such manner as shall be designated by the Mayor or his duly authorized representative.

('68 Code, § 4-413) (Ord. 151, passed 8-12-58; Am. Ord. 308, passed - -; Am. Ord. 857, passed 4-17-17)

RESERVED

§ 91.35 to § 91.35 (RESERVED)

ADMINISTRATION AND ENFORCEMENT

§ 91.55 DOG POUND; SUPERVISION.

There shall be a public pound in the city to be located at such place as may be designated by the City Council. Such public pound shall be ordered and established by the Council and shall be known as a dog pound; such dog pound shall be under the supervision of the Mayor or his duly authorized representative or such society, organization or association as he shall appoint who shall be responsible for and who shall have full custody of its maintenance and operation in the interest of the general welfare and health of the dogs entrusted to the custody and care of such public pound. ('68 Code, § 4-408) (Ord. 151, passed 8-12-58; Am. Ord. 308, passed 4-1-68; Am. Ord. 857, passed 4-17-17) Penalty, see § 91.99

§ 91.56 SEIZURE OR DISPOSAL OF DOGS IN VIOLATION OF PROVISIONS.

The Mayor or his duly authorized representative may seize, kill or dispose of any dog kept in violation of the provisions of this chapter; the refusal of any person to deliver up to the Mayor or his duly authorized representative, or any other officer designated by the Mayor or Chief of Police to enforce the provisions of this chapter, any dog kept or harbored in violation of the provisions hereof shall be deemed a violation of this chapter and code.

('68 Code, § 4-416) (Ord. 151, passed 8-12-58; Am. Ord. 308, passed 4-1-68; Am. Ord. 857, passed 4-17-17)

CATS

§ 91.65 POSSESSION, SHELTERING OR HARBORING OF CATS.

It shall be unlawful for any person in the city to possess, harbor, shelter or keep more than three cats, other than cats under six months of age born to a female cat under the care, custody or control of such person. The foregoing provision excludes kennels, veterinary hospitals, clinics and pet shops in properly zoned areas.

(Ord. 802, passed 6-7-04) Penalty, see § 91.99

§ 91.66 VACCINATION REQUIRED: CERTIFICATE.

Any person possessing, harboring, sheltering or keeping a cat in the city shall have such cat immunized for rabies and shall produce a certificate from a duly licensed and registered veterinarian.

(Ord. 802, passed 6-7-04) Penalty, see § 91.99

§ 91.67 NUISANCE.

Any person possessing, harboring, sheltering or keeping a cat in the city shall not permit such cat to create a nuisance by way of noise, odor, or any other manner.

(Ord. 802, passed 6-7-04) Penalty, see § 91.99

§ 91.99 PENALTY.

Any person violating any of the provisions of this chapter shall upon conviction thereof be punished by fine of not more than \$500 or by imprisonment for a period of not more than 90 days, or both such fine and imprisonment.

('68 Code, § 4-421) (Ord. 498, passed 12-15-75) Penalty, see § 91.99

**AN ORDINANCE TO AMEND TITLE IX, GENERAL REGULATIONS, OF THE
INKSTER CITY CODE, CHAPTER 91, ANIMALS, TO THE CODE OF ORDINANCES
FOR THE CITY OF INKSTER, WAYNE COUNTY MICHIGAN**

NOW THEREFORE, THE CITY OF INKSTER ORDAINS:

Chapter 91 of Title IX of the Code of Ordinances of the City of Inkster shall be amended as follows:

GENERAL PROVISIONS

§ 91.01- CRUELTY TO ANIMALS.

~~— (A) —~~ This section may be cited as the Cruelty to Animals Regulations.

~~(‘68 Code, § 4-418)-~~

~~— (B) —~~ Whoever overdrives, overloads, drives when overloaded, overworks, tortures, torments, deprives of necessary sustenance, cruelly beats, mutilates or cruelly kills or causes or produces to be so overdriven, overloaded, driven when overloaded, overworked, tortured, tormented, deprived of necessary sustenance, cruelly beaten, mutilated or cruelly killed, any animal or whoever having the charge or custody of any animal, either as owner or otherwise inflicts unnecessary cruelty upon the same, or willfully fails to provide same with proper food, drink, shelter or protection from the weather, shall be guilty of this offense.

~~(‘68 Code, § 5-491)-~~

~~— (C) —~~ The cropping of dogs' ears and tails shall be considered a mutilation or cruelty to an animal within the meaning of this section unless the cropping is performed by a registered veterinarian surgeon while the dog is under anesthetic.

~~(‘68 Code, § 4-420)- (Ord. 498, passed 12-12-75)-~~ Penalty, see § 91.99

~~Cross-reference:~~

~~—~~ ~~Molesting Wildlife Prohibited, see § 96.17~~

§ 91.02- HUNTING PROHIBITED.

~~—~~ It shall be unlawful for any person in any manner to carry any gun, weapon or firearm for the purpose of hunting any wild game or fowl at any time within the city limits.

~~(‘68 Code, § 8-105)- (Ord. 51, passed 10-9-42)-~~ Penalty, see § 91.99

**§ 91.03- SALE OR COLORING OF BABY CHICKS, RABBITS AND THE LIKE
PROHIBITED, EXCEPTION.**

~~—~~ It shall be unlawful to sell, or offer for sale, barter or give away baby chicks, rabbits, ducklings or other fowls as pets or novelties, whether or not dyed, colored or otherwise artificially treated. This section shall not be construed to prohibit the display or sale of natural chicks or ducklings in proper facilities by hatcheries or stores engaged in the business of selling the same to be raised for commercial purposes.

~~(‘68 Code, § 5-417)- (Ord. 202, passed 3-4-63)-~~ Penalty, see § 91.99

DOGS, LICENSING

§ 91.10 TETHERING

(A) It shall be unlawful for any person to attach chains, tethers, restraints or implements directly to a dog without proper use of a collar, harness or other device designed specifically for that purpose and made from a material that prevents injury to the animal. All items used to tether or restrain an animal must be made specifically for that particular purpose and use.

(B) No person shall:

1) Use a tether or any assembly or attachments thereto to tether a dog that, due to weight of material, inhibits free movement of the animal within the area tethered.

2) Tether a dog on a choke chain or in such a manner as to cause injury, distress, strangulation or entanglement of the dog on fences, trees or other obstructions to free movement within the area tethered.

3) Tether a dog without access to shade when sunlight is likely to cause overheating, or to adequate shelter to protect against inclement weather.

4) Tether a dog without access to water while also ensuring the water supply is secured in a manner so as not to be tipped over.

5) Tether a dog in an area where bare earth is present without steps being taken to prevent the surface area from becoming muddy from rain causing comingling with excrement creating a sanitation hazard.

6) Utilize a tether that is less than three (3) times the length of the dog's body from nose to tail or one that does not allow for access to shelter provided.

§ 91.15 DOGS RUNNING AT LARGE; COLLAR AND TAGS.

~~—(A)~~ No person owning, possessing or harboring any dog shall permit the same to run off his premises unless such dog is on a leash of durable material, not longer than 6 feet held by the owner or some other competent person. Every dog so allowed off the premises of his owner shall wear a substantial collar of leather, iron, copper, brass or some other durable material, specifically designed for this purpose to which shall be securely attached the tag herein provided for. Duplicate tags, in case of loss, may be issued by the City Clerk Department as designated by the Mayor upon payment by the applicant of the sum of \$.25\$1.00. No tag shall be used on the collar of any dog other than the dog for which license has been issued. No person shall remove the collar or tag from any dog without the consent of the owner or party to whom the license is issued.

(B) The owner of any dog shall not maintain, keep, or allow their dog in the yard of their dwelling unless the dog is confined by virtue of a fence that is otherwise permitted under this Code and that is not less than four (4) feet in height: or the dog is both under the direct physical control of the owner and is otherwise restrained by tethering. Electric fencing shall be a permissible form of containment for which proof must be provided upon licensing.

~~(‘68 Code, § 4-406)-~~ (Ord. 151, passed 8-12-58; Am. Ord. 214, passed 3-16-64)- Penalty, see § 91.99

§ 91.16- ~~LICENSE REQUIRED.~~

— ~~It shall be unlawful for any person to own, possess-or, harbor a dog in the-or keep more than 3 dogs other than dogs under 6 months of age born to an adult dog in the care, custody or control in the~~ city without first having obtained a license ~~therefor~~ from the City ~~clerk~~Department as designated by the Mayor in compliance with the provisions hereinafter provided.

(‘68 Code, § 4-401)- (Ord. 151, passed 8-12-58)- ~~Penalty, see § 91.99~~

§ 91.17- ~~APPLICATION; FEE; EXPIRATION; TAGS.~~

— (A) — Upon application being made to the city, giving the full name and residence of the applicant and a full description of the dog to be licensed, the issuing department shall issue to such applicant a license to own or harbor a dog for the term commencing at the date of such license and terminating the following June ~~30~~30th.

— (B) — At the time of issuing the license, the issuing department shall issue to such applicant a tag of durable material, containing the number of the license, duly stamped or engraved thereon, the year when issued, together with the words “Dog License, City of Inkster, Michigan”, however, before the issuing department shall deliver such license and tag, the applicant therefor shall pay ~~the City Treasurer~~ a fee to be set by City Council resolution, with the exception of any dogs acting in assistance to a person physically afflicted, such as blindness, and the like, such exemption to be granted at the discretion of the Mayor.

— (C) — Such license shall entitle the applicant to keep or harbor such dog for the term commencing from the date of said license and terminating at midnight on June ~~30~~30th following its issuance. When issued for a period less than six calendar months next prior to July 1, the ~~City Treasurer~~applicant shall ~~collect~~pay a total of one-half of the license fee hereinbefore provided. The shape and style of the tag shall be changed each year beginning July 1.-

(‘68 Code, § 4-402)- (Ord. 151, passed 8-12-58; Am. Ord. 314, passed 4-15-68; Am. Ord. 857, passed 4-17-17)- ~~Penalty, see § 91.99~~

§ 91.18- ~~IMMUNIZATION REQUIRED; CERTIFICATE.~~

— At the time of issuing such license the ~~City Clerk~~city department as designated by the Mayor shall require from each applicant a statement as to whether or not the dog sought to be licensed has been immunized against rabies, within one year preceding the date of the application, and if immunized to produce a certificate from a duly licensed and registered veterinarian. Said certificate is to be filed with the Chief of Police ~~or his designee~~ at the time the license is issued. When the dog is vaccinated with modified live rabies virus of chick embryo origin, proof of vaccination within two years preceding the date of the application for license shall be deemed compliance with ~~the~~ sections of this chapter. All dogs being harbored in the City of Inkster are required to have been immunized against rabies.

(‘68 Code, § 4-403)- (Ord. 151, passed 8-12-58; Am. Ord. 151.1, passed 1-11-60; Am. Ord. 293, passed 2-5-68)

Penalty, see § 91.99

§ 91.19- LICENSE TAGS; NONTRANSFERENCE; FEE.

— **No license or license tag issued for one dog shall be transferable to another dog. Whenever the ownership or possession is permanently transferred from one person to another, the license of such dog may be likewise transferred upon notification given to the ~~City Clerk, who shall note such transfer upon its records, and a charge of \$.50 shall be collected by the City Clerk from the new owner to cover the cost of making such transfer.~~ issuing department, who shall update the records. If a change of address within the city limits occurs the dog owner shall update their dog license with the issuing department within 10 days of relocating. The administrative fee for these changes to be set by City Council resolution will be collected by the issuing department. Failure to make listed changes within 10 days shall render the current license null and void and owner subject to penalty.**

(‘68 Code, § 4-405)- (Ord. 151, passed 8-12-58)- Penalty, see § 91.99

§ 91.20- EXEMPTION FROM LICENSING PROVISIONS.

— **Any person owning a pup shall have six months after birth of said pup in which to make application for license, and any person importing a dog into the city shall have ten days to make application for a license.**

(‘68 Code, § 4-404)- (Ord. 151, passed 8-12-58)- Penalty, see § 91.99

§ 91.21- VICIOUS DOGS.

— **(A)— No owner or person may harbor or keep a fierce or vicious dog at any time within the limits of the city, and must report such dog to the Police Department immediately upon discovering such condition.**

— **(1)— Any person owning, keeping or harboring a dog that has bitten any person shall immediately thereafter surrender such dog to the custody of the Police Department and if, in the opinion of the Chief of Police or his duly authorized representative, it is necessary to impound such dog, said dog will be impounded in the city dog pound for a period of ten days at a charge to the owner at the rate set forth in § 91.23(B) so that such dog may be placed under observation for a period of ten days. The word dog used in this chapter shall mean both male and female.**

— **(2)— Any person allowing a dog to habitually remain and be lodged within his or her house, store, building, enclosure or premises shall be considered as harboring or keeping the same within the meaning of this chapter.**

— **(B)— Whenever a dog is brought to the pound for having bitten a person, the Mayor or his duly authorized agent, may, if deemed necessary and advisable, and after holding such dog for a sufficient length of time to meet the other requirements of this section, cause such dog to be destroyed as a vicious dog; however, the Mayor, or his duly authorized agent must notify the owner of such dog, if known, of his intent to destroy such dog. Such notice must be delivered, in writing, either in person or by certified mail, to the owner of the dog. Upon receipt of such notice, the owner shall have 120 hours in which to seek a review by the district court of the city of the order of the Mayor or his duly authorized agent for the destruction of such dog.**

—(C)— All persons shall be liable for damage for any and all injuries to persons or property that may be caused by any dog owned by them, which damages may be determined and collected in appropriate civil proceedings therefor, in which proceedings the proof of the failure or refusal by such owner to comply with the provisions of this section shall constitute prima facie evidence of negligence on the part of such owners.

—(D)— In all cases where a person has been charged with a violation under this chapter and the dog has bitten a person, or where a person charged with a violation under this chapter has pleaded guilty or has been convicted of a previous offense under this chapter within two years, a court appearance shall be mandatory. ('68 Code, § 4-407) (Ord. 452, passed 5-22-73; Am. Ord. 857, passed 4-17-17) Penalty, see § 91.99

§ 91.22 BARKING DOGS.

— No person shall keep or harbor any dog which by loud, frequent or habitual barking, yelping or howling shall cause serious annoyance to the neighborhood or to people passing to and from upon the streets.

('68 Code, § 4-407) (Ord. 151, passed 8-12-58) Penalty, see § 91.99

§ 91.23 RABIES CONTROL; DOG BITES; NOTIFICATION.

—(A)— Any person who shall have in his or her possession a dog which has contracted rabies shall, upon demand of a police officer, Mayor or their duly authorized representative, produce and surrender said dog to the aforesaid official for observation for a period of ten days.

—(B)— It shall be the duty of every person owning or harboring a dog which has been attacked or bitten by another dog or other animal showing the symptoms of rabies to immediately notify the Police Department or the Mayor or his duly authorized representative that he has such a dog in his possession. Whenever said dog is brought to the pound for having bitten a person and when it shall appear after observation for ten days by the Police Department, the Mayor or his duly authorized representative, that such a dog is fierce, vicious or dangerous, the Police Department, the Mayor or his duly authorized representative shall cause such dog to be destroyed as a vicious dog; further; and that whenever any dog suffering from rabies is held by the Police Department, Mayor or his duly authorized representative for a period of ten days and it has not recovered from such rabies, it shall be destroyed.

('68 Code, § 4-409) (Ord. 151, passed 8-12-58; Am. Ord. 857, passed 4-17-17) Penalty, see § 91.99

§ 91.24 IMPOUNDMENT PROCEDURE.

—(A)— Upon receiving a dog, the Police Department, Mayor or his duly authorized representative shall issue to the party delivering said dog a receipt for said dog, carefully describing the same, stating the hour and date of such delivery.

('68 Code, § 4-410) (Ord. 151, passed 8-12-58; Am. Ord. 308, passed 4-1-68)

—(B)— The City Council shall by resolution determine the amount to be charged the owner or person entitled to demand the return of a dog from the city dog pound; said

sum shall be for the care and custody of said dog. It shall be necessary to procure a license for said dog in the event such dog shall not have been duly licensed. No dog shall be released from the pound unless the owner or person entitled to demand the same shall exhibit to the officer in charge of the dog pound satisfactory evidence that the dog has been immunized against rabies. The person in charge of said dog pound shall keep a record of all dogs received by him with the description thereof and disposition of the same. He shall immediately pay into the city treasury all moneys received by him for the release or sale of dogs.

(‘68 Code, § 4-411) (Ord. 151, passed - - ; Am. Ord. 378, passed 2-15-71) — (C) — All dogs not timed within 72 hours after having been impounded or within 72 hours after the ten-day period has expired, as set forth in § 91.21(A)(1), shall be destroyed, or if the animal is worthy or valuable, it shall be sold or given away at the discretion of the Mayor or his duly authorized representative. However, it is provided that any dog having been exposed to rabies or any dog that has attacked a person shall be kept until such time and under such conditions required by this chapter. (‘68 Code, § 4-412) (Ord. 151, passed 8-12-58; Am. Ord. 308, passed 4-1-68; Am. Ord. 857, passed 4-17-17)

§ 91.25 DISPOSITION OF DEAD DOGS.

— The bodies of all dogs that have been killed shall be disposed of by the person in charge of the pound in such manner as shall be designated by the Mayor or his duly authorized representative.

(‘68 Code, § 4-413) (Ord. 151, passed 8-12-58; Am. Ord. 308, passed - - ; Am. Ord. 857, passed 4-17-17)

KENNELS

RESERVED § 91.35 to § 91.49

~~§ 91.35 DEFINITION.~~

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

~~— KENNEL. An establishment wherein or whereon three or more dogs of six months or older are confined and kept for sale, boarding, breeding or training purposes for remuneration.~~

~~(‘68 Code, § 4-414) (Ord. 151, passed 8-12-58)~~

~~to § 91.36 LICENSE REQUIRED.~~

~~— Any person owning, possessing, harboring or boarding four or more dogs of six months or older, without remuneration, must obtain a kennel license.~~

~~(‘68 Code, § 4-414) (Ord. 151, passed 8-12-58) Penalty, see § 91.99~~

~~§ 91.37 APPLICATION FOR LICENSE.~~

~~—(A) Any person deemed to require a kennel license as set forth in § 91.36 shall make application to the City Clerk for a kennel license entitling him to keep or operate such a kennel. Proof of vaccination of dogs against rabies is not required with such application.~~

~~—(B) Before approving the application, the Chief Building Inspector shall determine that the request of the proposed new kennel does not violate this subchapter.
(‘68 Code, § 4-414) (Ord. 151, passed 8-12-58)~~

~~§ 91.38 ISSUANCE OF LICENSE.~~

~~—(A) Such license shall be issued by the City Clerk and shall entitle the licensee to keep any number of dogs six months old or older, not at any time exceeding a certain number to be specified on the license.~~

~~—(B) The clerk shall not issue a kennel license under the provisions of this subchapter unless the applicant therefor shall receive the approval for the issuance of the said license from the Chief of Police or his duly authorized representative, who shall determine whether or not a license for a kennel shall be issued to any applicant by an inspection of the kennel to be covered by the license to determine that said kennel is of such construction as will adequately and comfortably house any dogs kept therein at any season of the year.~~

~~—(C) The City Clerk shall not issue a kennel license under the provisions of this subchapter unless the applicant therefor shall receive the approval from the chief inspector of the city or his duly authorized representative.
(‘68 Code, § 4-414) (Ord. 151, passed 8-12-58)~~

~~§ 91.39 LICENSE FEE; PRORATION.~~

~~—The fee for each kennel license shall be \$20 annually, for the term commencing at the date of such licensing and terminating July 1. When such license is issued less than six calendar months prior to July 1, the city treasurer shall collect a total of one-half of the said license fee.~~

~~(‘68 Code, § 4-414) (Ord. 151, passed 8-12-58)~~

~~§ 91.40 BUILDINGS, KENNELS AND YARDS TO BE KEPT CLEAN; HUMANE TREATMENT.~~

~~—The buildings, including walls and floors, shall be of such construction as to be readily cleaned, and kennels and yards connected therewith used to confine kennel dogs shall be kept clean and free from accumulation of filth, mud and debris. All dogs kept or maintained in connection with such kennels shall be furnished with a clean, fresh water supply and adequate and proper feed to maintain such animals in a normal condition of health.~~

~~(‘68 Code, § 4-414) (Ord. 151, passed 8-12-58) Penalty, see § 91.99~~

~~§ 91.41 MAXIMUM NUMBER OF DOGS TO BE DETERMINED; INSPECTION.~~

~~—The Chief of Police or his duly authorized representative shall determine the maximum number of dogs the said kennel can properly house and the license will so specify said number. The inspection shall be made not more than 30 days before filing the application for license.~~

~~(‘68 Code, § 4-414) (Ord. 151, passed 8-12-58)~~

~~§ 91.42 LOCATION OF KENNELS RESTRICTED.~~

~~—No kennel shall be established within 50 feet of any dwelling, house, or in an area zoned R-1A, R-1AA, R-1B, R-1C, R-2 or R-M, as defined in the Zoning Code.~~

~~(‘68 Code, § 4-414) (Ord. 151, passed 8-12-58) Penalty, see § 91.99~~

~~§ 91.43 EXISTING KENNELS.~~

~~—The operation of a kennel existing at the time of adoption of this chapter shall not be affected by the provisions of this subchapter.~~

~~(‘68 Code, § 4-414) (Ord. 151, passed 8-12-58)~~

~~§ 91.44 INDIVIDUAL LICENSE FOR DOGS IN KENNEL NOT REQUIRED; EXCEPTION.~~

~~—Any person who shall have applied for and received a kennel license as provided for in this subchapter shall not be required to obtain individual licenses for the dogs kept in said kennel as specified in this chapter, provided that such person shall not be exempt from the other provisions of this chapter. No person holding such kennel license shall allow or permit any dog kept in his kennel to stray or be taken anywhere outside the limits of the kennel unless such person shall first pay the individual license fee for such dog or dogs as provided in this chapter. It is further provided that the owner of the kennel license may take dogs from the kennel outside the limits of the kennel temporarily and on a leash for the purpose of hunting, breeding, trial or show. All kennel licensees shall receive five individual tags for identification purposes without additional cost.~~

~~(‘68 Code, § 4-415) (Ord. 151, passed 8-12-58) Penalty, see § 91.99~~

ADMINISTRATION AND ENFORCEMENT

~~§ 91.55 DOG POUND; SUPERVISION.~~

~~—~~There shall be a public pound in the city to be located at such place as may be designated by the City Council. Such public pound shall be ordered and established by the Council and shall be known as a dog pound; such dog pound shall be under the supervision of the Mayor or his duly authorized representative or such society, organization or association as he shall appoint who shall be responsible for and who shall have full custody of its maintenance and operation in the interest of the general welfare and health of the dogs entrusted to the custody and care of such public pound. (‘68 Code, § 4-408) ~~—~~ (Ord. 151, passed 8-12-58; Am. Ord. 308, passed 4-1-68; Am. Ord. 857, passed 4-17-17) ~~—~~ Penalty, see § 91.99

§ 91.56- SEIZURE OR DISPOSAL OF DOGS IN VIOLATION OF PROVISIONS.

— The Mayor or his duly authorized representative may seize, kill or dispose of any dog kept in violation of the provisions of this chapter; the refusal of any person to deliver up to the Mayor or his duly authorized representative, or any other officer designated by the Mayor or Chief of Police to enforce the provisions of this chapter, any dog kept or harbored in violation of the provisions hereof shall be deemed a violation of this chapter and code.

('68 Code, § 4-416)- (Ord. 151, passed 8-12-58; Am. Ord. 308, passed 4-1-68; Am. Ord. 857, passed 4-17-17)

CATS

§ 91.65- POSSESSION, SHELTERING OR HARBORING OF CATS.

— It shall be unlawful for any person in the city to possess, harbor, shelter or keep more than three cats, other than cats under six months of age born to a female cat under the care, custody or control of such person.- The foregoing provision excludes kennels, veterinary hospitals, clinics and pet shops in properly zoned areas.

(Ord. 802, passed 6-7-04)- Penalty, see § 91.99

§ 91.66- VACCINATION REQUIRED; CERTIFICATE.

— Any person possessing, harboring, sheltering or keeping a cat in the city shall have such cat immunized for rabies and shall produce a certificate from a duly licensed and registered veterinarian.

(Ord. 802, passed 6-7-04)- Penalty, see § 91.99

§ 91.67- NUISANCE.

— Any person possessing, harboring, sheltering or keeping a cat in the city shall not permit such cat to create a nuisance by way of noise, ~~order~~odor, or any other manner.

(Ord. 802, passed 6-7-04)- Penalty, see § 91.99

§ 91.99- PENALTY.

— Any person violating any of the provisions of this chapter shall upon conviction thereof be punished by fine of not more than \$500 or by imprisonment for a period of not more than 90 days, or both such fine and imprisonment.

('68 Code, § 4-421)- (Ord. 498, passed 12-15-75)- Penalty, see § 91.99

COSTS:

N/A.

PROJECTED TIME TABLE:

The amended ordinance will take effect following publication in accordance with Section 8.3 of the City Charter.

RESOLUTION:

THEREFORE, BE IT RESOLVED, the Inkster City Council hereby approves to amend the Drug and Paraphernalia Ordinance.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

City of Inkster Drug Paraphernalia Ordinances:

https://codelibrary.amlegal.com/codes/inkster/latest/inkster_mi/0-0-0-9131

DRUG PARAPHERNALIA

§ 136.30 DEFINITIONS.

DRUG PARAPHERNALIA. All equipment, products and materials of any kind which are used, intended for use, or designed for use, implanting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance as defined in M.C.L.A. § 333.7201 et seq., as amended. It includes, but is not limited to:

- (1) Kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived;
- (2) Kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances;
- (3) Isomerization devices, intended for use or designed for use in increasing the potency of any species of plant which is a controlled substance;
- (4) Testing equipment used, intended for use or designed for use in identifying, detecting or analyzing the strength, effectiveness or purity of controlled substances;
- (5) Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances;
- (6) Dilutants and adulterants such as quinine, hydrochloride, mannitol, minnite, dextrose and lactose, used, intended for use or designed for use in cutting controlled substances;
- (7) Separation gins and sifters used or intended for use or designed for use in removing twigs and seeds from, or otherwise cleaning or refining, marijuana;
- (8) Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances;
- (9) Capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances;
- (10) Containers and other objects used, intended for use or designed for use in storing or concealing controlled substances;
- (11) Hypodermic syringes, needles, other objects used, intended for use or designed for use in parenterally injecting controlled substances into the human body, except where such instruments are used by persons suffering from diabetes, asthma or other medical conditions requiring self-injections, as evidenced by a physician's prescription;
- (12) Objects used, intended for use or designed for use in ingesting or otherwise introducing marijuana, cocaine, hashish or hashish oil into the human body, such as:

- (a) Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes, with or without screens, permanent screens, hashish heads, or punctured metal bowls;
- (b) Water pipes;
- (c) Carburetion tubes and devices;
- (d) Smoking incarburetion masks;
- (e) Roach clips, meaning objects used to hold material such as a marijuana cigarette that has become too small or too short to be held in the hand;
- (f) Chamber pipes;
- (g) Carburetor pipes;
- (h) Electric pipes;
- (i) Air-driven pipes;
- (j) Chillums;
- (k) Bongs; and
- (l) Ice pipes or chillers.

§ 136.31 DETERMINATION OF OBJECT AS DRUG PARAPHERNALIA.

In determining whether an object is drug paraphernalia, a court or other authority shall consider, in addition to all other legally relevant factors, the following:

- (A) Statements by an owner or by anyone in control of the object concerning its use;
- (B) Prior convictions, if any, of an owner or of anyone in control of the object, under any state or federal law relating to any controlled substance;
- (C) Direct or circumstantial evidence of the intent of the owner, or of anyone in control of the object, to deliver to persons whom he knows or has reason to believe intend to use the object to facilitate a violation of the Controlled Substances Act;
- (D) The proximity of the object to controlled substances;
- (E) The existence of any residue of controlled substances on the object;
- (F) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons who he knows or has reason to believe intend to use the object to facilitate a violation of this Act; the innocence of an owner, or of anyone in control of the object, as to a direct violation of this Act should not prevent a finding that the object is intended for use or designed for use as drug paraphernalia;
- (G) Instructions, oral or written, provided with the object concerning its use;
- (H) Descriptive material accompanying the object which explain or depict its use;

- (I) National or local advertising concerning its use;
- (J) The manner in which the object is displayed for sale;
- (K) The existence and scope of legitimate use for the object in the community; and
- (L) Expert testimony concerning its use.

('68 Code, § 8-201(b)) (Ord. 644, passed 2-2-87; Am. Ord. 700, passed 4-15-91)

§ 136.32 POSSESSION, SALE, ETC. OF DRUG PARAPHERNALIA.

(A) It is unlawful for any person to possess, sell, offer for sale, distribute, dispense, use or give away any cocaine spoon, marijuana pipe, hashish pipe, or any other drug paraphernalia or materials of any kind which are adapted for the use of introducing into the human body a controlled substance in violation of the Controlled Substance Act, as amended, MCL 333.7101 et seq.

(B) Cocaine spoons, marijuana pipes, hashish pipes, and other drug paraphernalia are hereby declared to be contraband and forfeited to the city.

(Ord. 700, passed 4-15-91) Penalty, see § [10.99](#)

§ 136.33 POSSESSION OF HYPODERMIC SYRINGES, NEEDLES, ETC.

No person shall at any time have or possess a hypodermic syringe or needle or any other instrument or implement adapted for the use of controlled substances by subcutaneous injection or intracutaneous injection or any other manner or method of introduction and which is possessed for that purpose, unless such possession is authorized by the certificate of a licensed medical doctor or osteopathic physician issued within the period of one year.

Suggested to be placed in exceptions section (136.37):

Sections 136.30 to 136.33 do not apply to an object sold, offered for sale, or given away by a state or local governmental agency or by a person specifically authorized by a state or local governmental agency to prevent the transmission of infectious agents.

February 1, 2021
Regular (Virtual) City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, and Michigan was a virtual meeting held on the Zoom platform in compliance with the State of Michigan Open Meetings Act. Monday, February 1, 2021.

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

Call Meeting to Order

Mayor Wimberly called the meeting to order at 7:18 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 Wimberly

Roll Call

Mayor Wimberly	Present (Inkster, MI.)
Councilwoman Howard	Present (Inkster, MI.)
Councilwoman Watley	Present (Inkster, MI.)
Councilman Williams	Present (Inkster, MI.)
Councilwoman Washington	Present (Inkster, MI.)
Councilman Chisholm	Present (Inkster, MI.)
Councilman Shaw	Present (Inkster, MI.)

Approval of Agenda

Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard to approve the agenda with added Items "A" and "B" under Presentations and Items "F", "G" and "H" under New Business.
Resolution 02-21-19COV - Motion carried.

ROLL CALL VOTE:

Councilmember Chisholm	Yea	Councilmember Washington	Yea
Councilmember Watley	Yea	Councilmember Williams	Yea
Councilmember Howard	Yea	Councilmember Shaw	Yea

Presentations/Discussion

- A. Introduction of Inkster Housing Director – William Miller, Chair Inkster Housing Commission
- B. Tribute to Salf Alsendad – State Representative, Jewell Jones

Public Hearings

Consent Agenda

A. January 19, 2021 Regular (Virtual) City Council Meeting Minutes.

**Moved by Councilmember Shaw Seconded by Mayor Pro-Tem Howard
Resolution 02-21-20COV - Motion carried.**

ROLL CALL VOTE:

Councilmember Williams	Yea	Councilmember Shaw	Yea
Mayor Pro-Tem Howard	Yea	Councilmember Chisholm	Yea
Councilmember Washington	Yea	Councilmember Watley	Yea

Boards and Commission

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

**Moved by Councilmember Shaw, Seconded by Councilmember Chisholm
to appoint Ned Sanders to the Board of Review
Resolution 02-21-21COV - Motion carried.**

ROLL CALL VOTE:

Councilmember Chisholm	Yea	Mayor Pro-Tem Howard	Yea
Councilmember Shaw	Yea	Councilmember Williams	Yea
Councilmember Washington	Yea	Councilmember Watley	Yea

**Moved by Councilmember Shaw, Seconded by Councilmember Williams
to appoint Peggy Bishop to the Board of Review
Resolution 02-21-22COV - Motion carried.**

ROLL CALL VOTE:

Councilmember Watley	Yea	Councilmember Chisholm	Yea
Councilmember Williams	Yea	Councilmember Shaw	Yea
Mayor Pro-Tem Howard	Yea	Councilmember Washington	Yea

**Moved by Councilmember Williams, Seconded by Councilmember Shaw
to appoint Lenoria Warmack to the Board of Review
Resolution 02-21-23COV - Motion carried.**

ROLL CALL VOTE:

Councilmember Washington	Yea	Councilmember Williams	Yea
Councilmember Shaw	Yea	Councilmember Watley	Yea
Councilmember Chisholm	Yea	Mayor Pro-Tem Howard	Yea

**Moved by Councilmember Shaw, Seconded by Councilmember Washington
to appoint William Miller to the Board of Review
Resolution 02-21-24COV - Motion carried.**

ROLL CALL VOTE:

Mayor Pro-Tem Howard	Yea	Councilmember Washington	Yea
Councilmember Watley	Yea	Councilmember Chisholm	Yea
Councilmember Williams	Yea	Councilmember Shaw	Yea

Moved by Councilmember Shaw, Seconded by Councilmember Washington to appoint Aaron Sims to the Beautification Commission Resolution 02-21-25COV - Motion carried.

ROLL CALL VOTE:

Councilmember Williams	Yea	Mayor Pro-Tem Howard	Yea
Councilmember Washington	Yea	Councilmember Watley	Yea
Councilmember Shaw	Yea	Councilmember Chisholm	Yea

Moved by Councilmember Shaw, Seconded by Councilmember Washington to appoint Alice Dent to the Beautification Commission Resolution 02-21-26COV - Motion carried.

ROLL CALL VOTE:

Councilmember Shaw	Yea	Councilmember Williams	Yea
Councilmember Chisholm	Yea	Councilmember Watley	Yea
Councilmember Washington	Yea	Mayor Pro-Tem Howard	Yea

Previous Business

Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

New Business

- A. Discussion/Action: (Tracy Ann-Jennings) Consideration and approval of one (1) offer to purchase (Case # LD 20-26) two (2) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P16 LOT 16 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0016 000), and 25P13 14 LOTS 13 AND 14 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0013 000) in the amount of \$2,000.00 to Shawn Wimberly/SEW, LLC.

**Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Howard to TABLE UNTIL 2/15/2021 of one (1) offer to purchase (Case # LD 20-26) two (2) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P16 LOT 16 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0016 000), and 25P13 14 LOTS 13 AND 14 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0013 000) in the amount of \$2,000.00 to Shawn Wimberly/SEW, LLC.
AND ITEMS A, B, AND C TO BE TABLED UNTIL 2/15/2021
Resolution 02-21-27COV – Motion carried**

ROLL CALL VOTE:

Councilmember Washington	Yea	Councilmember Watley	Yea
Mayor Pro-Tem Howard	Yea	Councilmember Shaw	Yea
Councilmember Chisholm	Yea	Councilmember Williams	Yea

- B. Discussion/Action: (Tracy Ann-Jennings) Consideration and approval of one (1) offer to purchase (Case # LD 20-27) three (3) vacant adjacent lots located on the north side of Cherry Street

between Ash Street and Walnut Street which are legally described as 25P9 10 LOTS 9 AND 10 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0009 000), 25P11 LOT 11 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0011 000) and 25P12 LOT 12 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0012 000) in the amount of \$2,500.00 to Shawn Wimberly/SEW, LLC.

to TABLE UNTIL 2/15/2021 one (1) offer to purchase (Case # LD 20-27) three (3) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P9 10 LOTS 9 AND 10 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0009 000), 25P11 LOT 11 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0011 000) and 25P12 LOT 12 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0012 000) in the amount of \$2,500.00 to Shawn Wimberly/SEW, LLC. TABLED.

- C. Discussion/Action: (Tracy Ann-Jennings) Consideration and approval of one (1) offer to purchase (Case # LD 20-28) six (6) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P60 TO 65 LOT 60 TO 65 INCL WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0060 000), 25P59 LOT 59 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0059 000), 25P58 LOT 58 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0058 000), 25P57 LOT 57 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0057 000), 25P56 LOT 56 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0056 000), and 25P55 LOT 55 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0055 000) in the amount of \$3,500.00 to Shawn Wimberly/SEW, LLC.

to TABLE UNTIL 2/15/2021 one (1) offer to purchase (Case # LD 20-28) six (6) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P60 TO 65 LOT 60 TO 65 INCL WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0060 000), 25P59 LOT 59 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0059 000), 25P58 LOT 58 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0058 000), 25P57 LOT 57 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0057 000), 25P56 LOT 56 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0056 000), and 25P55 LOT 55 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0055 000) in the amount of \$3,500.00 to Shawn Wimberly/SEW, LLC. TABLED.

- D. Discussion/Action: (Tracy Ann-Jennings) Consideration and approval of one (1) offer to purchase (Case # LD 20-23) three (3) vacant adjacent lots located on the south side of Penn between John Daly Street and Bayhan Street which are legally described as 30K225A E 35 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 001), 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 002), and 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 003) in the amount of \$750.00 to Patricia Hicks.

Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Howard

to TABLE one (1) offer to purchase (Case # LD 20-23) three (3) vacant adjacent lots located on the south side of Penn between John Daly Street and Bayhan Street which are legally described as 30K225A E 35 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 001), 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 002), and 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 003) in the amount of \$750.00 to Patricia Hicks.

Resolution 02-21-28COV – Motion carried

ROLL CALL VOTE:

Councilmember Shaw	Yea	Councilmember Watley	Yea
Councilmember Williams	Yea	Councilmember Chisholm	Yea
Mayor Pro-Tem Howard	Yea	Councilmember Washington	Yea

- E. Discussion/Action: (Tracy Ann-Jennings) Consideration and approval of ONE (1) OFFER TO PURCHASE (CASE # LD20-21) TWO (2) VACANT ADJACENT LOTS LOCATED ON THE WEST SIDE OF ARCOLA STREET BETWEEN CHERRY HILL ROAD AND SOMERSET STREET WHICH IS LEGALLY DESCRIBED AS 24C45B S ½ OF E 175 FT OF W 320 FT OF LOT 45 DEARBORN TRACTOR ACRES SUB T2S R9E L39 P91 WCR (PARCEL ID # 44 003 03 0045 002) AND 24C45E N ½ OF E 175FT OF W 320FT OF LOT 45 DEARBORN TRACTOR ACRES SUB T2S R9E L39 P91 WCR (PARCEL ID # 44 003 03 0045 005), IN THE AMOUNT OF \$500.00 TO BLAKE ABBEY.

Moved by Councilmember Shaw, Seconded by Councilmember Williams to approve approval of one (1) offer to purchase (Case # LD20-21) two (2) vacant adjacent lots located on the west side of Arcola Street between Cherry Hill Road and Somerset Street which is legally described as 24C45B S ½ OF e 175 FT OF W 320 FT OF LOT 45 DEARBORN TRACTOR ACRES SUB T2S R9E L39 P91 WCR (Parcel ID # 44 003 03 0045 002) and 24C45E N ½ OF E 175FT OF W 320FT OF LOT 45 DEARBORN TRACTOR ACRES SUB T2S R9E L39 P91 WCR (Parcel ID # 44 003 03 0045 005), in the amount of \$500.00 to Blake Abbey. Resolution 02-21-29COV- Motion carried.

ROLL CALL VOTE:

Councilmember Williams	Yea	Mayor Pro-Tem Howard	Nay
Councilmember Chisholm	Yea	Councilmember Shaw	Yea
Councilmember Washing ton	Yea	Councilmember Watley	Yea

- F. Discussion/Action: (City Council) Consideration and approval to amend the City Council meeting calendar for 2021 to reflect a change to the July 5, 2021 meeting and observe on July 6, 2021 as July 5, 2021 is the day the Fourth of July Holiday will be observed.

Moved by Councilmember Shaw, Seconded by Councilmember Chisholm to approve to amend the City Council meeting calendar for 2021 to reflect a change to the July 5, 2021 meeting and observe on July 6, 2021 as July 5, 2021 is the day the Fourth of July Holiday will be observed. Resolution 02-21-30COV- Motion carried.

ROLL CALL VOTE:

Mayor Pro-Tem Howard	Yea	Councilmember Chisholm	Yea
Councilmember Williams	Yea	Councilmember Watley	Yea
Councilmember Washington	Yea	Councilmember Shaw	Yea

G. Discussion/Action: (City Council) To vote In accordance with the discussion In Closed Session (Blackwell)

Moved by Councilmember Shaw, Seconded by Councilmember Williams to approve to vote in accordance with the vote taken in closed session. (Blackwell)

Resolution 02-21-31COV- Motion carried.

ROLL CALL VOTE:

Councilmember Williams	Yea	Councilmember Watley	Yea
Councilmember Chisholm	Yea	Councilmember Washington	Yea
Councilmember Shaw	Yea	Mayor Pro-Tem Howard	Yea

H. Discussion/Action: (City Council) To Vote In accordance with the discussion In Closed Session (Migan)

Moved by Mayor Pro-Tem Howard, Seconded by Councilmember Shaw to approve to vote in accordance with the discussion taken in closed session (Migan)

Resolution 02-21-32COV- Motion carried.

ROLL CALL VOTE:

Councilmember Williams	Yea	Mayor Pro-Tem Howard	Yea
Councilmember Chisholm	Yea	Councilmember Shaw	Yea
Councilmember Washington	Yea	Councilmember Watley	Yea

Public Participation

- **Betty Thomas** – Mr. Mayor, will you address the public and tell the public about your knowledge of Inkster Recreation Director Alex Legion taking money earned by the recreation center and depositing that money into his personal account called Signature Milestones, LLC?
- **Octavia Smith** – Stated that Western Wayne Family Health Center had not received the vaccine.
- **Connie Mitchell** – Stated that it was brought to her attention that a non-employee had the keys and alarm code to the Recreation Complex. She further stated that Alex Legion had pocket money from Recreation center rentals. She lastly stated that the Recreation complex was open during the COVID-19 pandemic shut-down. She asked if Alex Legion would be prosecuted for embezzlement.
- **Sandrew King** – Stated he lives on Dunning Street and is new to the Inkster area. He stated that alarms are going off beginning on Friday's at the car lot located on Dunning and Meadowdale. He lastly stated that there are five (5) vacant lots on Dunning where there are trees. He asked if these trees can be cut as he has seen a Coyote and it also makes a comfortable place for rodents to hide.
- **Charles Blackwell** – Kwame Kilpatrick

- **Jean Overman** – Announced the Operation Refuge HERO Award. She asked residents to save the date for March 13, 2021. She further stated she needed nominations by February 15, 2021.
- **Yvette Brock** – Asked if an extension was granted by the State of Michigan for the Amphitheater.
- **Gina Wilson-Stewart** – Announced the Western Wayne County NAACP meeting would take place on Monday February 8, 2021 at 7:00PM. She wished Luke Lampkin who turned 105 and Ms. Meeks who turned 96 a Happy Birthday.
- **Kanse Mandesa** – Stated he would like to join a board or commission for the city. He stated he hopes the city is being diligent in regards to COVID-19 because if risk management is not in place, persons will come after the city.
- **DaSalla Scott** – Inquired about the email she sent to the Mayor and Council. She asked about the investigation with regards to her home being shot in and her car. She stated she believed these things happened because she had some confidential papers that were leaked to the public.
- **Shirley Hankerson** – Asked Mayor Wimberly when he would be having a State of the City.
- **Louise Edje** – Announced the book sale at the Inkster Public Library of Friday's from 3:00pm until 6:00pm.
- **Inkster Library** – Stated the website is officially up and running and residents can view for information. She stated the Library was giving away free pop-up Valentine Day card kits. She further stated for Black History Month that residents can do research on African Kings and Queens and submit their findings to the Library. She lastly stated that the Library is looking at doing a soft opening on March 22, 2021.

City Clerk

- No comments

City Treasurer

- Stated City Hall is open. He encouraged residents to mail in payments, place on the drop box or go online. He gave a synopsis of grants and reimbursements for the city.

Mayor and Council

- **Councilwoman Watley** – Asked the City Attorney, David Jones what is the difference between a Misdemeanor and Felony theft. She further asked the Police Chief about the promotional ceremony and if the persons who had been demoted still retained their salaries. She lastly stated that the current administration is not transparent, has spent absorbent amounts of money, gives half-truths and operates in a dysfunctional manner.
- **Councilman Chisholm** – Stated the Library has ten (10) hotspots available and to contact the Inkster Public Library for additional information. He stated the City Treasurer needs to do a Study Session regarding the budget and city finances.
- **Councilman Williams** – Stated that city council needs to sit down and begin to go over the budget. He said that administration needs to be accountable. He said prior administration tore down a school without permission. He further stated that the Mayor said his doors are always open and he said that city council needs to contact the Mayor to speak about issues.
- **Councilman Shaw** – Stated that garbage cans are being left out for days in his area. Stated that the Legacy Group COVID-19 Task Force is providing free vaccinations, free testing and free disinfectant. He stated you can visit the website at TLGMI.com. He stated that Police presence is needed on Rosewood, Parkwood and Hazelwood streets.
- **Mayor Pro-Tem Howard** – Stated that garbage cans are also being left out in her area and would like for Code Enforcement to know. She stated she had questions about the revenue and expenditure reports for June 2020 and about grants and donations that she needs cleared up. She stated that she thought she made it clear at the last meeting that her issue with Rhonda

Glover is not personal. She stated that Ms. Glover does not have or meet the qualifications for the Human Resource Director position. She further said that she took an oath to protect the city not a person. She stated she has always spoken out on issues that she believes she is right about.

- **Mayor Wimberly** – Stated that the job for Human Resource Director has been posted and that he believes that Rhonda Glover has the qualifications with a Bachelors in Business Administration and her extensive work history in the automotive industry. He stated he is not paying two people to perform the Human Resource job. He stated that council receives a monthly report from him on each department. He stated that the Recreation Complex will do a soft opening on February 22, 2021. He further stated that the Inkster Raiders and the Inkster Vikings have formed one Inkster football team; The Inkster Buccaneers. He stated they will be using the Inkster Recreation complex to begin training. He stated that Wayne County is behind on the COVID-19 vaccines. However, as soon as the vaccines are in he plans to make sure they get to senior centers and to persons who qualify for this round of vaccination. He announced his state of the city will be hosted on March 10, 2021 at 6:00pm. He announced water filters will be given away at the Inkster Recreation complex on February 20, 2021 and February 21, 2020 from 11:00am until 3:00pm.

CLOSED SESSION

Moved by Mayor Pro-Tem Howard, Seconded by Councilmember Williams to go into closed session 6:20p.m. to discuss pending litigation. (Harrington/Clark, Blackwell, Milgan, Suite B., Inc.)

ROLL CALL VOTE:

Councilmember Watley	Yea	Councilmember Washington	Yea
Councilmember Williams	Yea	Councilmember Shaw	Yea
Councilmember Howard	Yea	Councilmember Chisholm	Yea

Returned from Closed session at 7:15p.m.

Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard to go into closed session 9:44p.m. to discuss pending litigation. (Harrington/Clark, Blackwell, Milgan, Suite B., Inc.)

ROLL CALL VOTE:

Councilmember Chisholm	Yea	Councilmember Williams	Yea
Councilmember Watley	Yea	Mayor Pro-Tem Howard	Yea
Councilmember Shaw	Yea		

Returned from Closed session at 9:47p.m.

Adjournment

There being no further business to come before Council, on a motion duly made

By Councilmember Shaw, Seconded by Councilmember Chisholm carried, to conclude

The Regular Virtual City Council meeting of Monday, February 1, 2021 was adjourned at 9:48p.m.



Felicia Rutledge, City Clerk
City of Inkster

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

**Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141**

Attn: Vijay Virupannavar

**Page: 1
1/15/2021
Account No: 1897M**

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	\$6000.00
Municipal Legal Services	750.00
Labor	1375.00
Litigation	23590.15
Total Invoice for January 2021	31715.15

February 15, 2021 (Virtual Meeting)

CITY OF INKSTER
Boards & Commissions

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

AGING COMMISSION

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

2 Year Term

9 Members

Ordinances: 414,457 & 508

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

Tenure

Rochelle Wells

Exp. 07/20/22

Rosle Allen Thompson

Exp. 07/06/22

Vacant

Exp.

Toni Bailey

Exp. 07/06/22

Roosevelt Stubbs

Exp. 04/15/21

Gabe Henderson

Exp. 07/06/22

Jean Liddell

Exp. 07/06/22

Iris Long

Exp. 01/06/22

June Patter son

Exp. 01/06/22

Debra Owens

Exp. 07/06/22

Chuck Coleman

Exp. 07/06/22

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non Voting

William Miller

Exp.02/01/22

Lenoria Warmack

Exp. 02/01/22

Ned Sanders

Exp. 02/01/22

Peggy Bishop (Alternate)

Exp. 02/01/22

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey

Exp. 07/06/22

Kathleen Gibbs

Exp. 01/21/22

Gabe Henderson

Exp. 02/18/21

Avis Love

Exp. 01/06/22

George Williams

Exp. 08/17/22

Lenoria Warmack

Exp. 12/16/21

Aaron Sims

Exp. 02/01/23

Alice Dent

Exp. 02/01/23

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

February 15, 2021 (Virtual Meeting)

BUILDING AUTHORITY COMMISSION - INACTIVE

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
Hersey Bryant, (C)
Horace Wells

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

CABLE TELEVISION COMMISSION

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

3 Year Term

9 Members

Ordinances 593 and 609

Vacant

Troy Seaton Dist. 1
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

Ex. Officio

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

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

Don Jones (Building Contractor)
Deborah Owens (General Member)
Guy Borrusch General Member
Tom Michellini 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 15, 2021 (Virtual Meeting)

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
Don Jones- Building Inspector		Exp. Tenure

DOWNTOWN DEVELOPMENT AUTHORITY

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

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Connie R. Mitchell		Tenure
Martha Thels		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 Ogdenaya		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 Welslo		Exp. 03/07/17-Expired
Cassandra Leonard		Exp. 06/07/16-Expired
Herbert Johnson		Exp. 06/07/16-Expired
Dennis Welslo		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 15, 2021 (Virtual Meeting)

ELECTION COMMISSION

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

4 Year Term

Council Member (most votes)	Kim Howard
City Attorney	Tenure
City Clerk	Tenure
LaGina Washington (Mayor and Council appointee)	12/22 – will need to resign
Ruth E. Williams	02/24

HOUSING AND REDEVELOPMENT

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

5 Year Term 5 Members State Law and Ordinance 99

Will Miller	Exp. 02/25
Mable Stroman	Exp. 3/22
Ellis Clifton	Exp. 5/24
DaSalla Scott	Exp. 9/20 (Resident Housing)
Yvette Brock	Exp. 10/24
Victor Wheeler	Exp. 5/24

INKSTER HISTORICAL COMMISSION

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

2 Year Term 7 Members State Law and Ordinance 196

Roosevelt Stubbs	Dist. 1	Exp. 7/06/22
Rhoda Littles	Dist. 2	Exp. 10/24/21
Ruth E. Williams	Dist. 3	Exp. 02/06/19 – Expired
Vacant	Dist. 4	
Vacant	Dist. 5	
June Liddell	Dist. 6	Exp. 10/21/21
George Mitchell		Exp. 10/21/21
Gabe Henderson	Dist. ???	Exp. 08/20/20
Chrisha Bond-Johnson		Exp. 10/19/22

LIBRARY BOARD 4 year term -Elected

Michael Wells	Exp. 2023
Timothy Williams	Exp. 2023
DeAndra Crystal-Rikay Watley	Exp. 2023
Stephanie Abernathy-Lane	Exp. 2023
Doyse A. Thompson	Exp. 2023
Ruth E. Williams	Exp. 2023

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

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

2 Year Term 7 Members Ordinance: 603

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

February 15, 2021 (Virtual Meeting)

Jason Kaye
Sandra K. Watley
Velma Overman

Fire Rep
City Council Rep Exp. 12/23
Board of Trustee Rep

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. 08/03/23
James Cross	Dist. 3	Exp. 07/01/16- Expired
Roosevelt Stubbs (S)	Dist. 4	Exp. 08/21/20 -Expired
Vanola Williams	Dist. 5	Exp. 02/06/20-Expired
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 Barnes Community CTR. 32150 Dorsey Westland, MI. 48186]

Mayor Patrick Wimberly	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
Patrick Wimberly		Tenure
Kim Howard		09/08/26
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 Welslow (Treasurer)		Exp. 06/06/22

February 15, 2021 (Virtual Meeting)

Winnie Nwankwo
Yolanda Lockett

Exp. 05/18/21
Exp. 09/08/26

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

Trinity 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 26, 2021

From: Tracy-Ann Jennings,
Special Projects Director

Date for Council Consideration: February 1, 2021

ACTION REQUESTED: Consider approval of one (1) offer to purchase (Case # LD 20-26) two (2) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P16 LOT 16 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0016 000), and 25P13 14 LOTS 13 AND 14 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0013 000) in the amount of \$2,000.00 to Shawn Wimberly/SEW, LLC.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval _____

BACKGROUND INFORMATION

Shawn Wimberly/SEW, LLC has made an application to purchase (Case# LD 20-26) two (2) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P16 LOT 16 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0016 000), and 25P13 14 LOTS 13 AND 14 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0013 000). The applicant would like to purchase this land for storage purposes.

SCOPE OF SERVICES

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

JUSTIFICATION

The parcels are vacant lots, located in the R1-B, One family Residential District.

PROJECT OR IMPROVEMENT TASK

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

COST

The Applicant is offering a total purchase price of \$2,000.00



Deposit/Administrative Fee Received \$ 200.00
 Date Received 1/12/21
 Case # 20-00

**CITY OF INKSTER
 APPLICATION TO PURCHASE CITY-OWNED PROPERTY**

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name **Shawn Wimberly**

Applicant's Address **41210 Maplewood Dr. Canton Michigan 48187**

Applicant's Phone Number: **313-5755148**

Proposed Owner's Name (as indicated on deed): **SEW LLC**

PROPERTY INFORMATION - Purchase Offer \$2000.00

Property Location: **North side of Cherry Street**

Between Ash Street and Walnut Street/Avenue

Tax ID, Legal Description, and Address if Structure **Vacant Land Two Separate Parcels**

44010010016000 63.20x112.60 44010010013000 70x112.20

Parcel Size is listed after each parcel ID number

Parcel Size: (Width) X (Length) Current Other

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

Summary of Proposed Use: **Storage**

Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$200.00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

Signature
Shawn Wimberly
 1/12/2021 7:52:30 PM EST
Applicant's Signature
Stephanie Taylor
Broker's Signature

01/12/2021
Date



LETTER OF GOOD STANDING

Date: 01/12/2021

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

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

I, ^{Signature} Shawn Wimberly (buyer's signature), certify that I am in "Good Standing" with the City of Inkster.



AFFIDAVIT

Parcel ID #440010010013000 and 44010010016000 Ash Street Inkster, Michigan
48141
Two Separate Parcels

I, Shawn Wimberly, have read the requirements for the purchase of the above-noted parcel and hereby agree to notify city of Inkster Planning Division, Zoning, Engineering and Building Departments regarding all requirements to build a residential dwelling. And once purchase pay taxes on time and keep parcel clean from any debris and maintain lawn maintenance.

Shawn Wimberly

Printed Name

SEW LLC Investor

Title

Authorizer

Shawn Wimberly

01/12/2021

Signature

Signature

Authorizer

Stephanie Taylor

01/12/2021

Real Estate Broker Signature



INSTRUCTIONS FOR REAL ESTATE AGENTS FOR APPLICATION TO PURCHASE CITY-OWNED PROPERTY

- Step 1:** Determine City ownership through the Assessor, Property Records Division, or a City of Inkster For Sale Properties list. If the property is zoned for commercial or industrial use, please contact 313-583-9760 to schedule an appointment.
- Step 2:** Obtain the legal description through the Assessor or Property Records Division.
- Step 3:** Complete the "Application to Purchase City-owned Property". (Required)
Page 1: requests information about the applicant, intended use, and the property.
Purchase Offer: Indicate the dollar amount of the offer.
Inkster City Council reserves the right to reject any Offer to Purchase.
Page 2: Letter of Good Standing.
Page 3: Affidavit to Secure Certificate of Occupancy or File Vacant Property Registration.
Required Attachments: Attach the following documents to the application –
Comparable Prices
Plat map identifying the property(s)
Aerial map identifying and outlining the property(s)
List of repairs needed
Certified check or money order in the amount required for good faith deposit listed below.

Good Faith Deposits:
☐ Vacant, residential lots – requires minimum \$100.00 deposit per lot.
☐ Vacant commercial or industrial lots – Price to be determined. Applicant must submit concept and building plans during a scheduled meeting with the Planning Division for approval of plans.
☐ Residential and commercial structures – requires a minimum of \$600.00. Application must be accompanied by concept and building plans if commercial.
- NOTE:** All City property is sold "AS IS"
- Step 4:** Submit completed application and attachments via e-mail to ejohnson@cityofinkster.com and provide original application along with attachment to the Planning Division. Applications are due by the first business day of the week of each month.

Upon receipt of completed application, a pre-sale inspection will be performed by the City. This inspection is not all-inclusive and does not include a Certificate of Occupancy. A separate inspection scheduled and paid for by the owner or purchaser will be required prior to occupancy.

A final meter read will be performed by the City after closing of the sale has been scheduled.

CITY OF INKSTER PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this 17th day of November, 2020, by and between the City of Inkster, a Michigan Municipal Corporation, located at 28215 Trowbridge, Inkster, Michigan 48141, ("Seller") SEW LLC, located 41210 Maplewood Drive Canton, Michigan 48187, ("Purchaser"):

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

Two Separate Parcels

Parcel ID:44010010016000 And 44010010013000

Ash Street (Vacant Land)

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

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

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

SALE OF PROPERTY

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

PURCHASE PRICE

1. The Purchaser shall pay the Sum of Two Thousand Hundred Dollars (\$2000.00) USD for the aforesaid property, as follows:
2. Down payment Of Two Hundred Dollars USD (\$200.00)

3. The remainder of the purchase price One Thousand Eight Hundred Dollars (\$1800.00) USD shall be paid by CERTIFIED CHECK OR MONEY ORDER, made payable to: THE CITY OF INKSTER, 28215 Trowbridge, Inkster, MI 48141.

CLOSING

1. Closing on the aforesaid property shall take place at the City of Inkster offices located at 28215 Trowbridge, Inkster, MI 48141 within 30 days of Council approval of this Purchase Agreement.
2. Purchaser shall remit the balance of purchase price by CERTIFIED CHECK OR MONEY ORDER at the time of closing.

ADDITIONAL CONDITIONS (if Any):

The buyer is requesting the Deposit returned if Offer is not accepted.

Purchasers Initials: ST

Sellers Initials: _____

PURCHASER:

By: Shawn Wimberly

By: Shawn Wimberly
SHAWN WIMBERLY
313-575-5148

Its: Investor

Purchaser's Address: 41210 Maplewood Dr.
Canton, Michigan 48187
Telephone No: 313-575-5148

IN PRESENCE OF:

Murrey's Real Estate Services LLC
Stephanie Taylor or Peggy Bishop
Broker Signature Stephanie Taylor
STEPHANIE TAYLOR

Dated: 01/12/2021

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

SELLERS:
CITY OF INKSTER

By: _____ L.S.

Its: _____

Seller's Address: 28215 Trowbridge
Inkster, MI 48141
Telephone No: 313-563-4232

IN PRESENCE OF:

Dated: _____

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

Dated: _____ X _____ L.S.
Purchaser

Dated: _____ X _____ L.S.
Purchaser

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



INSTRUCTIONS FOR REAL ESTATE AGENTS FOR APPLICATION TO PURCHASE CITY-OWNED PROPERTY

- Step 1:** Determine City ownership through the Assessor, Property Records Division, or a City of Inkster For Sale Properties list. If the property is zoned for commercial or industrial use, please contact 313-563-9760 to schedule an appointment.
- Step 2:** Obtain the legal description through the Assessor or Property Records Division.
- Step 3:** Complete the "Application to Purchase City-owned Property". (Required)
Page 1: requests information about the applicant, intended use, and the property.
Purchase Offer: Indicate the dollar amount of the offer.
Inkster City Council reserves the right to reject any Offer to Purchase.
Page 2: Letter of Good Standing.
Page 3: Affidavit to Secure Certificate of Occupancy or File Vacant Property Registration.
Required Attachments: Attach the following documents to the application –
Comparable Prices
Plat map identifying the property(s)
Aerial map identifying and outlining the property(s)
List of repairs needed
Certified check or money order in the amount required for good faith deposit listed below.
Good Faith Deposits:
o Vacant, residential lots – requires minimum \$100.00 deposit per lot.
o Vacant commercial or industrial lots – Price to be determined. Applicant must submit concept and building plans during a scheduled meeting with the Planning Division for approval of plans.
o Residential and commercial structures – requires a minimum of \$600.00. Application must be accompanied by concept and building plans if commercial.
NOTE: All City property is sold "AS IS"
- Step 4:** Submit completed application and attachments via e-mail to gjohnson@cityofinkster.com and provide original application along with attachment to the Planning Division. Applications are due by the first business day of the week of each month.

Upon receipt of completed application, a pre-sale inspection will be performed by the City. This inspection is not all-inclusive and does not include a Certificate of Occupancy. A separate inspection scheduled and paid for by the owner or purchaser will be required prior to occupancy.

A final meter read will be performed by the City after closing of the sale has been scheduled.

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	Ash	Property ID:	44810010018000
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	42.259271 / -83.317668
Taxpayer Address:	26215 Trowbridge Street	Census Tract:	
City/State/Zip:	Inkster, Michigan, 48141-2479	Block Group:	
City/Village/Town:	Inkster	School District:	Taylor
Subdivision:	WEST DEARBORN SUB	Property Category:	Government
MLS Area:	09080 - Inkster	Land Use:	703 - EXEMPT - COUNTY, CITY, TWP, VILL
Legal Description:	25P16 LOT 16 WEST DEARBORN SUB T2S R9E L30 P32 WCR		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Amount	CVT	TN Seasonal
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Tax Val	Miscel %	TN Taxes
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Transfer Information

Transfer	Transfer	Record Date	Recd Date	Sale Price	Recd Type	Libor/Fee
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Other Recordings

Oblique	Oblique	Record Date	Recd Date	Amount	Rec Type	Libor/Fee
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Characteristics

#1 Porch/Dimensions: /
 #2 Porch/Dimensions: /
 Topography:
 Irregular:

Storm Sewer:
 Land Dimension: **63.20X112.80**
 Land Sqft: **6933**
 Acres: **0.13**

Search for MLS Listings

Click Arrow for Property History

Location & Ownership

Property ID: 44010610013000

Lat/Long: 42.268981 / -83.317684

Census Tract: 4220

Block Group: 422001

School District: Taylor

Property Category: Government

Land Use: 703 - EXEMPT - COUNTY, CITY, TWP, VILL

SORN SUB T2S R2E L26 P22 WCR

Photon

Taxonomy

Year	Season	Total Ad Val	Admin Fee	Amount	GST	TV Personnel
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessment

Year	Taxable Val	State & Loc	Homestead St	Tot Taxes
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Transfer Information

Donor	Grantee	Acq. Date	Acq. Date	Sale Price	Acq. Type	Libr./Page
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Other Recordings

Class	Officer	Record Date	Rec Date	Amount	Doc Type	Ubrz/Pages
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Characteristics

#1 Porch/Dimensions:	/	Storm Sewer:	
#2 Porch/Dimensions:	/	Land Dimension:	70.00x112.20
Topography:		Land Sqft:	7841
Irregular:		Acres:	0.18

Search for MLS Listings

[Click Arrow for Property History](#)

Google Maps Walnut St & Cherry St



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 50 ft



Walnut St & Cherry St

Inkster, MI 48141
Intersection



Directions



Save



Nearby



Send to your
phone



Share

Photos

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: January 26, 2021

**From: Tracy-Ann Jennings,
Special Projects Director**

Date for Council Consideration: February 1, 2021

ACTION REQUESTED: Consider approval of one (1) offer to purchase (Case # LD 20-27) three (3) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P9 10 LOTS 9 AND 10 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0009 000), 25P11 LOT 11 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0011 000) and 25P12 LOT 12 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0012 000) in the amount of \$2,500.00 to Shawn Wimberly/SEW, LLC.

Current Action X **Emergency** **Future**

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

Mayor's Approval _____

BACKGROUND INFORMATION

Shawn Wimberly/SEW, LLC has made an application to purchase (Case# LD 20-27) three (3) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P9 10 LOTS 9 AND 10 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0009 000), 25P11 LOT 11 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0011 000) and 25P12 LOT 12 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0012 000). The applicant would like to purchase this land for storage purposes.

SCOPE OF SERVICES

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

JUSTIFICATION

The parcels are vacant lots, located in the R1-B, One family Residential District.

PROJECT OR IMPROVEMENT TASK

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

COST

The Applicant is offering a total purchase price of \$2,500.00

RESOLUTION

Authorization is hereby given for the sale of (Case# LD 20-27) three (3) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P9 10 LOTS 9 AND 10 WEST DEARBORN SUB T2S R9E L60 P32 WCR (Parcel ID # 44 010 01 0009 000), 25P11 LOT 11 WEST DEARBORN SUB T2S R9E L60 P32 WCR (Parcel ID # 44 010 01 0011 000) and 25P12 LOT 12 WEST DEARBORN SUB T2S R9E L60 P32 WCR (Parcel ID # 44 010 01 0012 000) in the amount of \$2,500.00 to Shawn Wimberly/SEW, LLC, subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$2,200.00), paying the cost of recording the deed (\$54.00), entering into a purchase agreement and executing a property transfer affidavit.

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

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$300.00
 Date Received 1/12/21
 Case # 15/20189

**CITY OF INKSTER
 APPLICATION TO PURCHASE CITY-OWNED PROPERTY**

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name **Shawn Wimberly**

Applicant's Address **41210 Maplewood Dr. Canton Michigan 48187**

Applicant's Phone Number: **313-5755148**

Proposed Owner's Name (as indicated on deed): **SEW LLC**

PROPERTY INFORMATION - Purchase Offer \$2500.00

Property Location: **North side of Cherry Street**

Between Ash Street and Walnut Street/Avenue

Tax ID, Legal Description, and Address if Structure **Vacant Land Three Separate Parcels
 Walnut St**

44010010009000 70x112.20 44010010011000 35x111.40 44010010012000 63.20x112.60

Parcel Size is listed after each parcel ID number

Parcel Size: (Width) X (Length) Current Other

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

Summary of Proposed Use: **Storage**

Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$300.00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

Authorizes

Shawn Wimberly

01/12/2021

Applicant's Signature

Stephanie Taylor

01/12/2021

Date

Broker's Signature



LETTER OF GOOD STANDING

01/12/2021

Date: _____

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

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

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



AFFIDAVIT

Parcel ID 44010010012000 4401001009000, 44010010011000 Walnut Street
Inkster, Michigan 48141
Three Separate Parcels

I, Shawn Wimberly, have read the requirements for the purchase of the above-noted parcel and hereby agree to notify city of Inkster Planning Division, Zoning, Engineering and Building Departments regarding all requirements to build a residential dwelling. And once purchase pay taxes on time and keep parcel clean from any debris and maintain lawn maintenance.

Shawn Wimberly

Printed Name

SEW LLC Investor

Title

Authorizer

Shawn Wimberly

01/12/2021

Signature

As Agent

Stephanie Taylor

01/12/2021

Real Estate Broker Signature

CITY OF INKSTER
PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this 17th day of November, 2020, by and between the City of Inkster, a Michigan Municipal Corporation, located at 28215 Trowbridge, Inkster, Michigan 48141, ("Seller") SEW LLC , located 41210 Maplewood Drive Canton, Michigan 48107, ("Purchaser"):

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

Three Separate Parcels

**Parcel ID:44010010011000 , 44010010012000 And 44010010009000
Walnut Street (Vacant Land)**

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

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

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

SALE OF PROPERTY

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

PURCHASE PRICE

1. The Purchaser shall pay the Sum of Three Thousand Five Hundred Dollars (\$2800.00) USD for the aforesaid property, as follows:
2. Down payment Of Two Hundred Dollars USD (\$300.00)

3. The remainder of the purchase price One Thousand Eight Hundred Dollars (\$1800.00) USD shall be paid by CERTIFIED CHECK OR MONEY ORDER, made payable to: THE CITY OF INKSTER, 26215 Trowbridge, Inkster, MI 48141.

CLOSING

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

ADDITIONAL CONDITIONS (If Any):

The buyer is requesting the Deposit returned if Offer is not accepted.

Purchaser's Initials: SD

Seller's Initials: _____

PURCHASER:

By: Shawn Wimberly

By: Shawn Wimberly
SHAWN WIMBERLY
1/10/2021 12:00:11 PM EST

Its: Investor

Purchaser's Address: 41210 Maplewood Dr.
Canton, Michigan 48187
Telephone No: 313-675-6148

IN PRESENCE OF:

Murray's Real Estate Services LLC
Stephanie Taylor Stephanie Taylor
Broker Signature Stephanie Taylor
STEPHANIE TAYLOR

Dated: 01/12/2021

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

SELLERS:
CITY OF INKSTER

By: _____ L.S.

Its: _____

Seller's Address: 26215 Trowbridge
Inkster, MI 48141
Telephone No: 313-683-4232

IN PRESENCE OF:

Dated: _____

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

Dated: _____ X _____ L.S.
Purchaser

Dated: _____ X _____ L.S.
Purchaser

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

CITY OF INKSTER PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this 17th day of November, 2020, by and between the City of Inkster, a Michigan Municipal Corporation, located at 28215 Trowbridge, Inkster, Michigan 48141, ("Seller") SEW LLC, located 41210 Maplewood Drive Canton, Michigan 48187, ("Purchaser"):

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

Six Separate Parcels

Parcel ID:44010010060000, 44010010069000,
44010010068000,44010010067000,44010010066000, 44010010065000
Cherry Vacant Land

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

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

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

SALE OF PROPERTY

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

PURCHASE PRICE

1. The Purchaser shall pay the Sum of Three Thousand Five Hundred Dollars (\$3500.00) USD for the aforesaid property, as follows:
2. Down payment Of Six Hundred Dollars USD (\$600.00)

3. The remainder of the purchase price Two Thousand Nine Hundred Dollars (\$2900.00) USD shall be paid by CERTIFIED CHECK OR MONEY ORDER, made payable to: THE CITY OF INKSTER, 28215 Trowbridge, Inkster, MI 48141.

CLOSING

1. Closing on the aforesaid property shall take place at the City of Inkster offices located at 28215 Trowbridge, Inkster, MI 48141 within 30 days of Council approval of this Purchase Agreement.
2. Purchaser shall remit the balance of purchase price by CERTIFIED CHECK OR MONEY ORDER at the time of closing.

ADDITIONAL CONDITIONS (if Any):

The buyer is requesting the Deposit returned if Offer is not accepted.

Purchasers Initials: SW

Sellers Initials: _____

PURCHASER:

By: Shawn Wimberly

By: Shawn Wimberly
01/12/2021 10:40 PM EST
Its: Investor

Purchaser's Address: 41210 Maplewood Dr.
Canton, Michigan 48187
Telephone No: 313-576-5148

IN PRESENCE OF:

Murray's Real Estate Services LLC
Stephanie Taylor-Petty Bishop
Broker Signature Stephanie Bishop
01/12/2021 10:40 PM EST

Dated: _____

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

SELLERS:
CITY OF INKSTER

By: _____ L.S.

Its: _____

Seller's Address: 28215 Trowbridge
Inkster, MI 48141
Telephone No: 313-563-4232

IN PRESENCE OF:

Dated: _____

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

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: Walnut
City/State/Zip: Inkster, Michigan, 48141

Owner Name: City Of Inkster
Taxpayer Address: 2821N Trowbridge Street
City/State/Zip: Inkster, Michigan, 48141-2478

Property ID: 44810010011000

Lat/Long: 42.282872 / -82.316186
Census Tract:
Block Group:

City/Village/Town: Inkster
Subdivision: WEST DEARBORN SUB
MLS Area: 08080 - Inkster
Legal Description: 28P11 LOT 11 WEST DEARBORN SUB T2S R9E L30 P32 WCR

School District: Txyler
Property Category: Government
Land Use: 703 - EXHIBIT - COUNTY, CITY, TWP, VILL

Photos

Taxes

Year	Session	Total Ad Val	Admin Fee	Amount	CVT	Tot. Payments
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Ex Val	Homestead %	Tot. Taxes
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Transfer Information

Grantor	Grantee	Record Date	Recd Date	Sale Price	Recd Time	Libar/Page
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Other Recordings

Grantee	Grantor	Record Date	Recd Date	Amount	Recd Time	Libar/Page
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Characteristics

#1 Porch/Dimensions: /
#2 Porch/Dimensions: /
Topography:
Irregular:

Storm Sewer:
Land Dimension: 38.00X111.40
Land Sqft: 3828
Acres: 0.08

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	Walnut	Property ID:	44010010009000
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	42.289141 / -83.318183
Taxpayer Address:	26215 Trowbridge Street	Census Tract:	
City/State/Zip:	Inkster, Michigan, 48141-2478	Block Group:	
City/Village/Town:	Inkster	School District:	Taylor
Subdivision:	WEST DEARBORN SUB	Property Category:	Government
MLS Area:	05000 - Inkster	Land Use:	703 - EXCEPT - COUNTY, CITY, TWP, VILL
Legal Description:	25P0 10 LOTS 9 AND 10 WEST DEARBORN SUB T28 R0E L00 P32 WCR		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assnet	CVT	Tot Assessmt
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Ex Val	Homptd %	TH Taxes
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Transfer Information

Grantor	Grantee	Record Date	Rec Date	Sale Price	Rec Type	Libet/Page
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Other Recordings

Chilene	Chilene	Record Date	Rec Date	Amount	Rec Type	Libet/Page
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Characteristics

#1 Porch/Dimensions: /	Storm Sewer:	
#2 Porch/Dimensions: /	Land Dimension:	70.00X112.20
Topography:	Land Sqft:	8455
Irregular:	Acres:	0.22

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: **Walnut**
 City/State/Zip: **Inkster, Michigan, 48141**

Owner Name: **City Of Inkster**
 Taxpayer Address: **26215 Trounbridge Street**
 City/State/Zip: **Inkster, Michigan, 48141-2479**

Property ID: **44010010012000**

Lat/Long: **42.289881 / -63.318168**
 Census Tract:
 Block Group:

City/Village/Town: **Inkster**
 Subdivision: **WEST DEARBORN SUB**
 MLS Area: **08060 - Inkster**
 Legal Description: **25P12 LOT 12 WEST DEARBORN SUB T2S R9E L80 P32 WCR**

School District: **Taylor**
 Property Category: **Government**
 Land Use: **703 - EXEMPT - COUNTY, CITY, TWP, VILL**

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Amount	CVT	Tot Seasonal
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Ex Val	Homestead %	Tot Taxes
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Transfer Information

Grantor	Grantee	Record Date	Recd Date	Sale Price	Recd Time	Libar/Page
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Other Recordings

Charges	Charges	Record Date	Doc Date	Amount	Doc Type	Libar/Page
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Characteristics

#1 Porch/Dimensions: /
 #2 Porch/Dimensions: /
 Topography:
 Irregular:

Storm Sewer:
 Land Dimension: **69.20X112.60**
 Land Sqft: **5532**
 Acres: **0.13**

Search for MLS Listings

Click Arrow for Property History

Google Maps Walnut St & Cherry St

Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 80 ft

**Walnut St & Cherry St**

Inkster, MI 48141
Intersection

[Directions](#)[Save](#)[Nearby](#)[Send to your
phone](#)[Share](#)**Photos**

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: January 28, 2021

**From: Tracy-Ann Jennings,
Special Projects Director**

Date for Council Consideration: February 1, 2021

ACTION REQUESTED: Consider approval of one (1) offer to purchase (Case # LD 20-28) six (6) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P60 TO 65 LOT 60 TO 65 INCL WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0060 000), 25P69 LOT 59 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0069 000), 25P66 LOT 58 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0068 000), 25P67 LOT 57 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0067 000), 25P68 LOT 56 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0066 000), and 25P65 LOT 55 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0065 000) in the amount of \$3,500.00 to Shawn Wimberly/SEW, LLC.

Current Action X Emergency Future

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

Mayor's Approval _____

BACKGROUND INFORMATION

Shawn Wimberly/SEW, LLC has made an application to purchase (Case# LD 20-26) six (6) vacant adjacent lots located on the north side of Cherry Street and Walnut Street which are legally described as 25P60 TO 65 LOT 60 TO 65 INCL WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0060 000), 25P59 LOT 59 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0059 000), 25P58 LOT 58 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0058 000), 25P57 LOT 57 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0057 000), 25P56 LOT 56 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0056 000), and 25P55 LOT 55 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0055 000). The applicant would like to purchase this land for storage purposes.

SCOPE OF SERVICES

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

JUSTIFICATION

The parcels are vacant lots, located in the R1-B, One family Residential District.

PROJECT OR IMPROVEMENT TASK

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

COST

The Applicant is offering a total purchase price of \$3,500.00

RESOLUTION

Authorization is hereby given for the sale of (Case# LD 20-28) six (6) vacant adjacent lots located on the north side of Cherry Street between Ash Street and Walnut Street which are legally described as 25P80 TO 85 LOT 80 TO 85 INCL WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0080 000), 25P59 LOT 59 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0059 000), 25P58 LOT 58 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0058 000), 25P57 LOT 57 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0057 000), 25P56 LOT 56 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0056 000), and 25P55 LOT 55 WEST DEARBORN SUB T2S R9E L50 P32 WCR (Parcel ID # 44 010 01 0055 000) in the amount of \$3,500.00 to Shawn Wimberly/SEW, LLC, subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$2,900.00), paying the cost of recording the deed (\$108.00), entering into a purchase agreement and executing a property transfer affidavit.

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

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$1000.00
 Date Received 12/21/21
 Case # 15-20-28

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name **Shawn Wimberly**
 Applicant's Address **41210 Maplewood Dr. Canton Michigan 48187**
 Applicant's Phone Number: **313-5755148**
 Proposed Owner's Name (as indicated on deed): **SEW LLC**

PROPERTY INFORMATION - Purchase Offer \$3500.00

Property Location: **North side of Cherry Street**
Between Ash Street and Walnut Street/Avenue
 Tax ID, Legal Description, and Address If Structure **Vacant Land Six Separate Parcels**

44010010060000,155.80x100 44010010059000,22x100 44010010058000,22x100 44010010057000,22x100 44010010056000,22x100 44010010055000 28x100

Parcel Size is listed after each parcel ID number

Parcel Size: (Width) X (Length) Current Other

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

Summary of Proposed Use: **Storage**

Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$600.00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

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

Applicant's Signature Shawn Wimberly
 Date 01/12/2021
 City Clerk's Signature Stephanie Taylor
 Date 01/12/2021

01/12/2021

Date



LETTER OF GOOD STANDING

Date: 01/12/2021

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

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

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



AFFIDAVIT

Parcel ID #44010010060000,44010010059000,44010010058000,44010010057000,
44010010056000, 44010010055000 Cherry Street Inkster, Michigan 48141
Six Separate Parcels

I, Shawn Wimberly, have read the requirements for the purchase of the above-noted parcel and hereby agree to notify city of Inkster Planning Division, Zoning, Engineering and Building Departments regarding all requirements to build a residential dwelling. And once purchase pay taxes on time and keep parcel clean from any debris and maintain lawn maintenance.

Shawn Wimberly

Printed Name

SEW LLC Investor

Title

AuthenticSign

01/12/2021

Shawn Wimberly

Signature

AuthenticSign

01/12/2021

Stephanie Taylor

Real Estate Broker Signature



INSTRUCTIONS FOR REAL ESTATE AGENTS FOR APPLICATION TO PURCHASE CITY-OWNED PROPERTY

Step 1: Determine City ownership through the Assessor, Property Records Division, or a City of Inkster For Sale Properties list. If the property is zoned for commercial or Industrial use, please contact 313-563-8760 to schedule an appointment.

Step 2: Obtain the legal description through the Assessor or Property Records Division.

Step 3: Complete the "Application to Purchase City-owned Property". (Required)

Page 1: requests information about the applicant, intended use, and the property.

Purchase Offer: Indicate the dollar amount of the offer.

Inkster City Council reserves the right to reject any Offer to Purchase.

Page 2: Letter of Good Standing.

Page 3: Affidavit to Secure Certificate of Occupancy or File Vacant Property Registration.

Required Attachments: Attach the following documents to the application --

Comparable Prices

Plat map identifying the property(s)

Aerial map identifying and outlining the property(s)

List of repairs needed

Certified check or money order in the amount required for good faith deposit listed below.

Good Faith Deposits:

☐ Vacant, residential lots -- requires minimum \$100.00 deposit per lot.

☐ Vacant commercial or Industrial lots -- Price to be determined. Applicant must submit concept and building plans during a scheduled meeting with the Planning Division for approval of plans.

☐ Residential and commercial structures -- requires a minimum of \$500.00. Application must be accompanied by concept and building plans if commercial.

NOTE: All City property is sold "AS IS"

Step 4: Submit completed application and attachments via e-mail to ajohnson@cityofinkster.com and provide original application along with attachment to the Planning Division. Applications are due by the first business day of the week of each month.

Upon receipt of completed application, a pre-sale inspection will be performed by the City. This inspection is not all-inclusive and does not include a Certificate of Occupancy. A separate inspection scheduled and paid for by the owner or purchaser will be required prior to occupancy.

A final meter read will be performed by the City after closing of the sale has been scheduled.

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

Property Address:	Cherry	Property ID:	44010010000000
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	42.252705 / -83.317803
Taxpayer Address:	20215 Trowbridge Street	Census Tract:	
City/State/Zip:	Inkster, Michigan, 48141-3470	Block Group:	
City/Village/Town:	Inkster	School District:	Taylor
Subdivision:	WEST DEARBORN SUB	Property Category:	Other
MLS Area:	00000 - Inkster	Land Use:	710 - EXEMPT LAND BANK
Legal Description:	20P55 LOT 55 WEST DEARBORN SUB T2S R9E L80 P32 WCR		

Photos**Taxes**

Year	Season	Total Ad Val	Admin Fee	Amount	CVT	Tot Seasonal
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$68.51

Assessments

Year	Taxable Val	State Ex Val	Homestead %	Tot Taxes
2016	\$0	\$700	0	\$68.51

Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Libar/Page
SABREE ERIC R	WAYNE COUNTY LAND BANK	02/08/2017	02/08/2017		QCD	53504/1233
WOJCIOWICZ RAYMOND J	LLC EMPIRE PROPERTIES	01/19/2006	12/05/2005	\$500	QCD	49922/0124

Other Recordings

ChARGE	ChARGE	Record Date	Doc Date	Amount	Doc Type	Libar/Page
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Characteristics

#1 Porch/Dimensions:	/	Storm Sewer:	
#2 Porch/Dimensions:	/	Land Dimension:	25.80X100.00
Topography:		Land Sqft:	2671
Irregular:		Acres:	0.07

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	Cherry	Property ID:	44010018056003
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	42.288693 / -83.317591
Taxpayer Address:	25215 Trowbridge Street	Census Tract:	
City/State/Zip:	Inkster, Michigan, 48141-2479	Block Group:	
City/Village/Town:	Inkster	School District:	Taylor
Subdivision:	WEST DEARBORN SUB	Property Category:	Government
MLS Area:	09060 - Inkster	Land Use:	703 - EXEMPT - COUNTY, CITY, TWP, VILL
Legal Description:	25P56 LOT 56 WEST DEARBORN SUB T25 R9E L30 P32 WCR		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assess	GRT	Tot Brs/Asses
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Ex Val	Homestead	IN Taxes
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Transfer Information

Grantor	Grantee	Record Date	Rec Date	Acq Price	Rec Type	Libor/Pace
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Other Recordings

Grantee	Grantee	Record Date	Rec Date	Amount	Rec Type	Libor/Pace
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Characteristics

#1 Porch/Dimensions: /	Storm Sewer:	
#2 Porch/Dimensions: /	Land Dimension:	22.90X100.00
Topography:	Land Sqft:	2222
Irregular:	Acres:	0.05

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	Cherry	Property ID:	44010010057000
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	43.288679 / -83.317689
Taxpayer Address:	25215 Trowbridge Street	Census Tract:	
City/State/Zip:	Inkster, Michigan, 48141-2478	Block Group:	
City/Village/Town:	Inkster	School District:	Taylor
Subdivision:	WEST DEARBORN SUB	Property Category:	Government
MLS Area:	08080 - Inkster	Land Use:	763 - EXEMPT - COUNTY, CITY, TWP, VILL
Legal Description:	38P67 LOT 57 WEST DEARBORN SUB T2S R9E L50 P22 WCR		

Photos

Taxes

Year	Exempt	Total As Val	Admin Fee	Amount	CVT	TU Amount
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Total As Val	State As Val	Market %	TU Taxes
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Transfer Information

Recorder	Grantor	Record Date	Rec Date	Sale Price	Rec Type	Libor/Pass
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Other Recordings

Recorder	Grantee	Record Date	Rec Date	Amount	Rec Type	Libor/Pass
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Characteristics

#1 Porch/Dimensions: /	Storm Sewer:	
#2 Porch/Dimensions: /	Land Dimension:	22.00X100.00
Topography:	Land Sqr:	2222
Irregular:	Acres:	0.05

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	Cherry	Property ID:	44610010055000
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	42.288666 / -83.317740
Taxpayer Address:	26215 Trowbridge Street	Census Tract:	
City/State/Zip:	Inkster, Michigan, 48141-2479	Block Group:	
City/Village/Town:	Inkster	School District:	Troyer
Subdivision:	WEST DEARBORN SUB	Property Category:	Government
MLS Area:	05000 - Inkster	Land Use:	703 - EXEMPT - COUNTY, CITY, TWP, VILL
Legal Description:	25PES LOT 55 WEST DEARBORN SUB T2S R9E L50 P22 WCL		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assess	CVT	Tot Assessal
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Ex Val	Homestead %	Tot Taxes
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Transfer Information

Grantor	Grantee	Record Date	Deal Date	Sale Price	Deal Type	Libar/Page
WOJCIWICZ RAYMOND J	TREASURER/CONTROLLER C	02/06/2008	02/05/2008		QCD	46973/0294

Other Recordings

Offices	Reflex	Record Date	Deal Date	Amount	Deal Type	Libar/Page
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Characteristics

#1 Porch/Dimensions: /	Storm Sewer:	
#2 Porch/Dimensions: /	Land Dimension:	22.00X100.00
Topography:	Land Sqft:	2108
Irregular:	Acres:	0.05

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	Cherry	Property ID:	44610010059000
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	42.285653 / -83.317828
Taxpayer Address:	26315 Trowbridge Street	Census Tract:	
City/State/Zip:	Inkster, Michigan, 48141-2479	Block Group:	
City/Village/Town:	Inkster	School District:	Taylor
Subdivision:	WEST DEARBORN SUB	Property Category:	Government
MLS Area:	05060 - Inkster	Land Use:	703 - EXEMPT - COUNTY, CITY, TWP, VILL
Legal Description:	25P09 LOT 55 WEST DEARBORN SUB T25 R9E L9D P32 WCR		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assess	CVT	Tot Seasonal
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State No Val	Homestead %	Tot Taxes
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Transfer Information

Grantor	Grantee	Record Date	Recd Date	Sale Price	Recd Type	Libor/Pass
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Other Recordings

Officer	Officer	Record Date	Rec Date	Amount	Rec Type	Libor/Pass
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Characteristics

#1 Porch/Dimensions: /
 #2 Porch/Dimensions: /
 Topography:
 Irregular:

Storm Sewer:
 Land Dimension: **22.00X100.00**
 Land Sqft: **2084**
 Acres: **0.05**

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	Cherry	Property ID:	44010010060000
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	42.281604 / -82.318104
Taxpayer Address:	26215 Trowbridge Street	Census Tract:	
City/State/Zip:	Inkster, Michigan, 48141-2479	Block Group:	
City/Village/Town:	Inkster	School District:	Taylor
Subdivision:	WEST DEARBORN SUB	Property Category:	Government
MLS Area:	05000 - Inkster	Land Use:	702 - EXEMPT - COUNTY, CITY, TWP, VILL
Legal Description:	25P00 TO 66 LOT 00 TO 66 INCL WEST DEARBORN SUB T26 N05 L00 P02 WCR		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Amount	CVT	Taxes Assessed
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Ex Val	Homestead	TH Taxes
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Transfer Information

Grantor	Grantee	Record Date	Deal Date	Sale Price	Deal Type	Libar/Page
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Other Recordings

Obligor	Obligor	Record Date	Deal Date	Amount	Deal Type	Libar/Page
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Characteristics

Year Built:	1987	Pool:	
Architecture Level:	1 Story	Garage Year Built:	
#1 Porch/Dimensions:	/	Storm Sewer:	
#2 Porch/Dimensions:	/	Land Dimension:	128.50X100.00
Topography:		Land Sqft:	13594
Irregular:		Acres:	0.30

Search for MLS Listings

Click Arrow for Property History

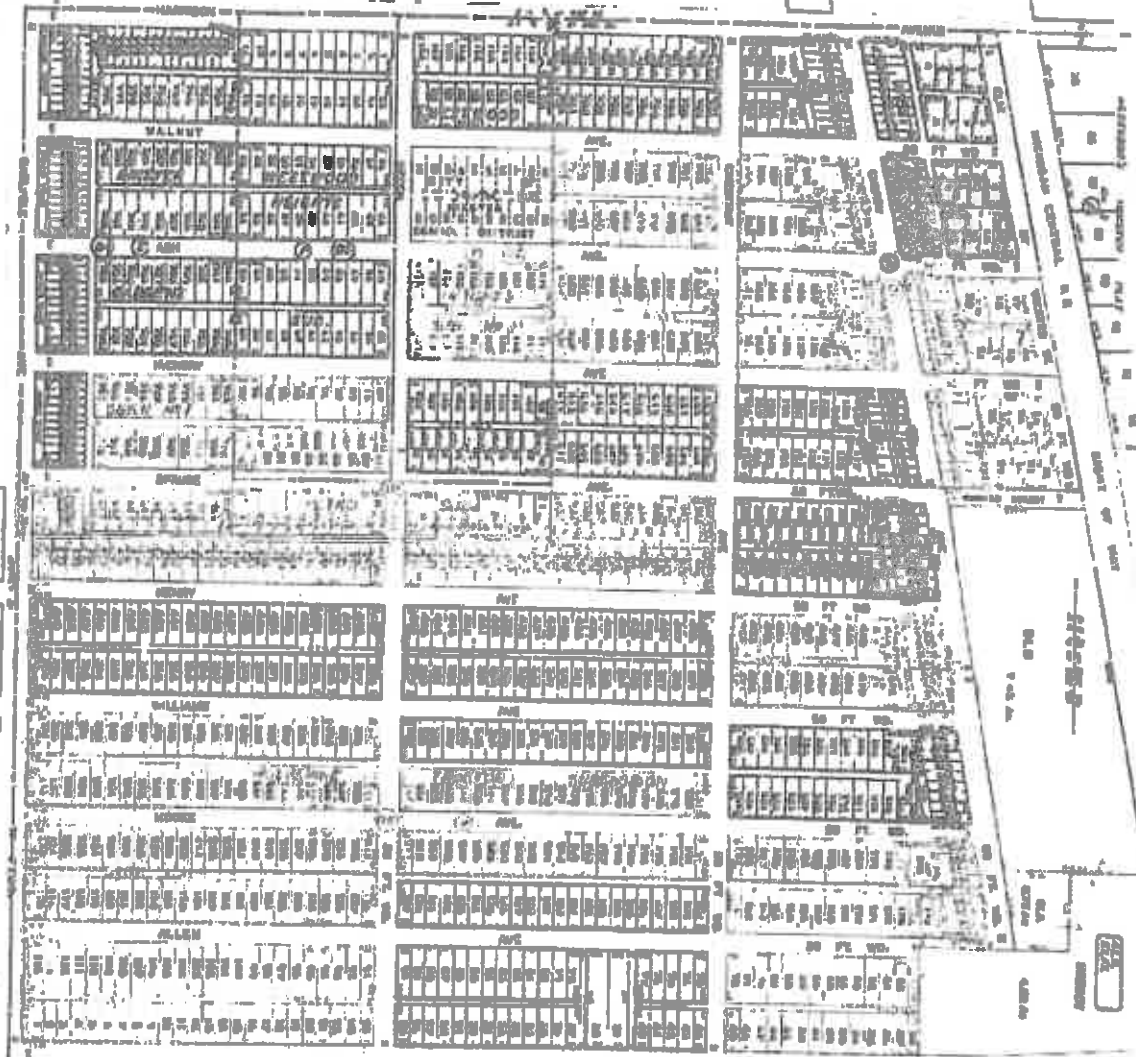
 Walnut St & Cherry St

Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 88 ft

**Walnut St & Cherry St**

Inkster, MI 48141
Intersection

[Directions](#)[Save](#)[Nearby](#)[Send to your
phone](#)[Share](#)**Photos**



S.E. 1/4 SECTION 22
CITY OF CHESTER
T. 2 S. R. 9 E.
KANE COUNTY, MICHIGAN

PROPERTY OF KANE COUNTY and KANE
COUNTY and KANE COUNTY
COUNTY OF KANE, STATE OF MICHIGAN
KANE COUNTY, MICHIGAN

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: January 26, 2021

**From: Tracy-Ann Jennings,
Special Projects Director**

Date for Council Consideration: February 1, 2021

ACTION REQUESTED: Consider approval of one (1) offer to purchase (Case # LD 20-23) three (3) vacant adjacent lots located on the south side of Penn between John Daly Street and Bayhan Street which are legally described as 30K225A E 35 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 001), 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 002), and 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 003) in the amount of \$750.00 to Patricia Hicks.

Current Action X Emergency _____ Future _____

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

Mayor's Approval _____

BACKGROUND INFORMATION

Patricia Hicks has made an application to purchase (Case# LD 20-23) three (3) vacant adjacent lots located on the south side of Penn between John Daly Street and Bayhan Street which are legally described as 30K225A E 35 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 001), 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 002), and 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 003). The applicant would like to purchase this additional property next to her home.

SCOPE OF SERVICES

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

JUSTIFICATION

The parcel is a vacant lot, located in the R1-B, One family Residential District.

PROJECT OR IMPROVEMENT TASK

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

COST

The Applicant is offering a total purchase price of \$750.00

RESOLUTION

Authorization is hereby given for the sale of (Case# LD 20-23) three (3) vacant adjacent lots located on the south side of Penn between John Daly Street and Bayhan Street which are legally described as 30K225A E 35 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 001), 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 002), and 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR (Parcel ID # 44 023 01 0225 003) to Patricia Hicks, subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$450.00), paying the cost of recording the deed (\$54.00), entering into a purchase agreement and executing a property transfer affidavit.

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

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$300
 Date Received 10/30/20
 Case # 15 20-23

**CITY OF INKSTER
 APPLICATION TO PURCHASE CITY-OWNED PROPERTY**

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name **Patricia Hicks**
 Applicant's Address **26451 Penn Inkster, Michigan 48141**
 Applicant's Phone Number: **313-247-2290**
 Proposed Owner's Name (as indicated on deed): **SAME**

PROPERTY INFORMATION - Purchase Offer \$750.00

Property Location: **South side of Penn Street/Avenue**
Between John Daly Street/Avenue Bayhan Street/Avenue
 Tax ID, Legal Description, and Address if Structure

44023010225001 44023010225002 And 44023010225003 Three Separate Parcels

Parcel Size: 35 (Width) X 133.20 (Length) Current Residential

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

Summary of Proposed Use: Additional Property Next to House.

Use additional sheets as needed:

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

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

title.
Applicant's Signature Stephanie Taylor
Broker's Signature

10/30/2020

Date



LETTER OF GOOD STANDING

Date: 10/30/2020

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

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

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



INSTRUCTIONS FOR REAL ESTATE AGENTS FOR APPLICATION TO PURCHASE CITY-OWNED PROPERTY

- Step 1:** Determine City ownership through the Assessor, Property Records Division, or a City of Inkster For Sale Properties list. If the property is zoned for commercial or industrial use, please contact 313-663-9760 to schedule an appointment.
- Step 2:** Obtain the legal description through the Assessor or Property Records Division.
- Step 3:** Complete the "Application to Purchase City-owned Property". (Required)
- Page 1: requests information about the applicant, intended use, and the property.
- Purchase Offer:** Indicate the dollar amount of the offer.
Inkster City Council reserves the right to reject any Offer to Purchase.
- Page 2: Letter of Good Standing.
- Page 3: Affidavit to Secure Certificate of Occupancy or File Vacant Property Registration.
- Required Attachments:** Attach the following documents to the application –
- Comparable Prices
 - Plat map identifying the property(s)
 - Aerial map identifying and outlining the property(s)
 - List of repairs needed
 - Certified check or money order in the amount required for good faith deposit listed below.
- Good Faith Deposits:**
- Vacant, residential lots – requires minimum \$100.00 deposit per lot.
 - Vacant commercial or industrial lots – Price to be determined. Applicant must submit concept and building plans during a scheduled meeting with the Planning Division for approval of plans.
 - Residential and commercial structures – requires a minimum of \$600.00. Application must be accompanied by concept and building plans if commercial.
- NOTE:** **All City property is sold "AS IS"**
- Step 4:** Submit completed application and attachments via e-mail to sjohnson@cityofinkster.com and provide original application along with attachment to the Planning Division. Applications are due by the first business day of the week of each month.

Upon receipt of completed application, a pre-sale inspection will be performed by the City. This inspection is not all-inclusive and does not include a Certificate of Occupancy. A separate inspection scheduled and paid for by the owner or purchaser will be required prior to occupancy.

A final meter read will be performed by the City after closing of the sale has been scheduled.



AFFIDAVIT

Parcel ID # 44023010225001 , 44023010225002 And 44023010225003

Penn Street Inkster, Michigan 48141 Three Vacant Parcels

I, Patricia Hicks, have read the requirements for the purchase of the above-noted parcel and hereby agree to notify city of Inkster Planning Division, Zoning, Engineering and Building Departments regarding all requirements to build a residential dwelling. And once purchase pay taxes on time and keep parcel clean from any debris and maintain lawn maintenance.

Patricia Hicks

Printed Name

Owner Occupant

Title

Patricia Hicks

10/30/2020

Signature

Authentic

10/30/2020

Stephanie Taylor

Real Estate Broker Signature

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: Penn
City/State/Zip: Inkster, Michigan, 48141 **Property ID:** 44023010228001
Owner Name: City Of Inkster **Lat/Long:** 42.284455 / -83.286368
Taxpayer Address: 26215 Trowbridge Street **Census Tract:**
City/State/Zip: Inkster, Michigan, 48141-2478 **Block Group:**
City/Village/Town: Inkster **School District:** Westwood
Subdivision: ROBT H GRINDLEY SUB NO 10 OF **Property Category:** Government
MLS Area: 08000 - Inkster **Land Use:** 703 - EXEMPT - COUNTY, CITY, TWP, VILL
Legal Description: 30K228A E 25 FT OF LOT 22B ROBT H. GRINDLEY'S SUB NO. 10 OF LITTLE FARMS T1S R10E L29 P70 WCK

Photos

Taxes

Year	Assessed	Total Ad Val	Admin Fee	Amount	CVT	Tot Taxes
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$67.83	\$67	\$0.00	\$0.00	\$68.50
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$93.51

Assessments

Year	Taxable Val	State Re Val	Market %	Tot Taxes
2016	\$0	\$2,200	0	\$93.51

Transfer Information

Transferor	Grantee	Record Date	Doc Date	Sale Price	Doc Type	Libar/Reas
SABREE ERIC R	TREASURER CONTROLLER C	02/20/2017	02/20/2017		QCD	53528/1490
CAREY MICHAEL G	THE WILLIANDRES SMITH S	11/08/2010	10/28/2010		PRRP/DEED	48833/0136

Other Recordings

Officer	Officer	Record Date	Doc Date	Amount	Doc Type	Libar/Reas
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Characteristics

#1 Porch/Dimensions: /
 #2 Porch/Dimensions: /
 Topography:
 Irregular:

Storm Sewer:
 Land Dimension:
 Land Sqft:
 Acres:

35.000133.20
 4861
 0.11

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: Farm
City/State/Zip: Inkster, Michigan, 48141 **Property ID:** 44G381021F002
Owner Name: City Of Inkster **Lat/Long:** 42.184473 / -83.298743
Taxpayer Address: 25215 Trowbridge Street **Census Tract:**
City/State/Zip: Inkster, Michigan, 48141-2478 **Block Group:**
City/Village/Town: Inkster **School District:** Westwood
Subdivision: ROBT M GRINDLEY SUB NO 10 OF **Property Category:** Government
MLS Area: 05000 - Inkster **Land Use:** 701 - EXEMPT - COUNTY, CITY, TWP, VILL
Legal Description: 38X228W W 35 FT OF E Y3 FT OF LOT 225 ROBT M. GRINDLEY'S SUB NO. 10 OF LITTLE FARMS T28
 R10X L25 P75 WCR

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Amount	CHT	TN Assessment
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$67.83	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Ex Val	Homestead %	TN Taxes
2016	\$0	\$2,200	0	\$03.91

Transfer Information

Grantor	Grantee	Record Date	Reel Date	Sale Price	Deed Type	Libert/Range
SABREE ERIC R	THE WILLIAMSBURG SMITH S	02/20/2017	02/20/2017		QCD	83528/1484
CAREY MICHAEL G		09/03/2010	07/30/2010		QCD	48722/1187

Other Recordings

Officer	Officer	Record Date	Reel Date	Amount	Deed Type	Libert/Range
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Characteristics

#1 Porch/Dimensions: /
 #2 Porch/Dimensions: /
 Topography:
 Irregular:

Storm Sewer:
 Land Dimension: 35.06X122.20
 Land Sqft: 4301
 Acres: 0.11

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	Penn	Property ID:	44023010225003
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	42.284469 / -83.298673
Taxpayer Address:	25215 Trowbridge Street	Census Tract:	
City/State/Zip:	Inkster, Michigan, 48141-2479	Block Group:	
City/Village/Town:	Inkster	School District:	Westwood
Subdivision:	ROSE H GRINDLEY SUB NO 10 OF LITTLE FARMS	Property Category:	Government
MLS Area:	06080 - Inkster	Land Use:	703 - EXEMPT - COUNTY, CITY, TWP, VILL
Legal Description:	36X225C W 35 FT OF LOT 225 ROSE H. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L29 P79 WCR		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Amount	CVT	Tot Seasonal
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Re Val	Market Val	Tot Taxes
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Transfer Information

Transfer	Transfer	Record Date	Deed Date	Sale Price	Deed Type	Librec/Pass
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Other Recordings

Release	Release	Record Date	Deed Date	Amount	Deed Type	Librec/Pass
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Characteristics

#1 Porch/Dimensions: /	Storm Sewer:	
#2 Porch/Dimensions: /	Land Dimension:	35.00X133.20
Topography:	Land Sqft:	4661
Irregular:	Acres:	0.11

Search for MLS Listings

Click Arrow for Property History



Penn Street between John Daly and Bayhan Inkster, MI



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 50 ft

"Penn Street" Inkster, MI

Penn St

Michigan



"John Daly and" "Inkster, MI"

John Daly St

Michigan



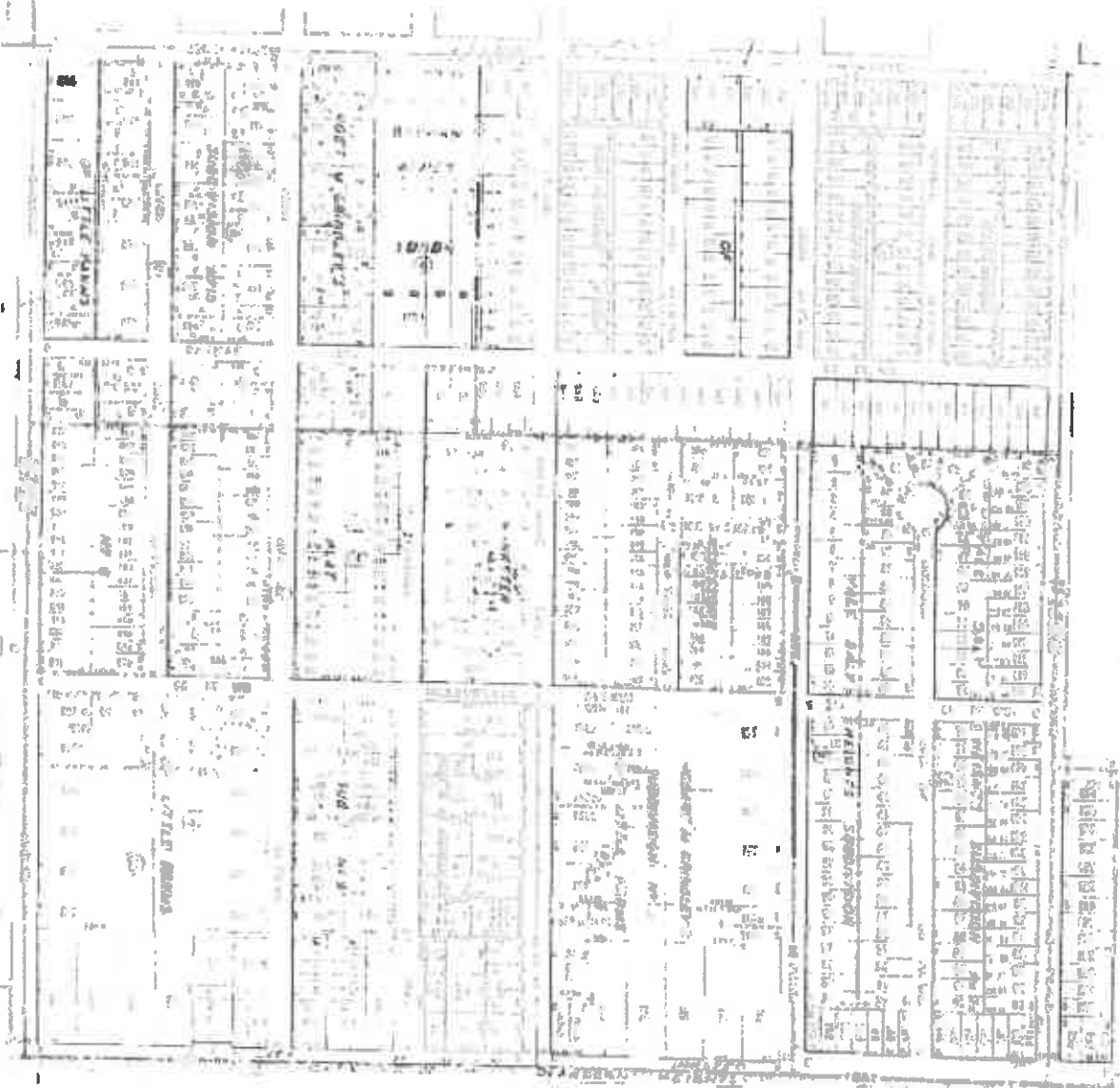
'and Bayhan Inkster, MI'

Bayhan St

Inkster, MI 48141

**Don't see what you're looking for?
Try Google Search Instead**





CITY OF BOSTON
PLANNING DEPARTMENT
100 NORTH STREET
BOSTON, MA 02109

MONEY ORDER

19-178225437

\$ 100.00

PAY EXACTLY ONE HUNDRED DOLLARS AND NO CENTS

PAY TO THE ORDER OF City of Inkster PAYMENT FORWORTH \$

26451 PENNS ST INKSTER MI 48141

Parcel # 4402801022500

⑆102100400⑆ 40191782254376⑈

MONEY ORDER

19-178225353

\$ 100.00

PAY EXACTLY ONE HUNDRED DOLLARS AND NO CENTS

PAY TO THE ORDER OF City of Inkster PAYMENT FORWORTH \$

26451 PENNS ST INKSTER MI 48141

Parcel # 44028010225002

⑆102100400⑆ 40191782253638⑈

MONEY ORDER

19-178225362

\$ 100.00

PAY EXACTLY ONE HUNDRED DOLLARS AND NO CENTS

PAY TO THE ORDER OF City of Inkster PAYMENT FORWORTH \$

26451 PENNS ST INKSTER MI 48141

Parcel # 44028010225003

⑆102100400⑆ 40191782253620⑈

CITY OF INKSTER PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this October 1st, 2020, by and between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141, ("Seller") Patricia Hicks, located 28451 Penn St Inkster, Michigan 48141, ("Purchaser"):

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

44023010225001 , 30K225A E 35 FT OF LOT 225 ROBT M. GRINDLEY'S SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCL

44023010225002 30K225B W 35 FT OF E 70 FT OF LOT 225 ROBT M. GRINDLEY'S SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCL

4402301225003

30K225C W 35 FT OF LOT 225 ROBT M. GRINDLEY'S SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70

Three Separate Parcels

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

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

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

SALE OF PROPERTY

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

PURCHASE PRICE

1. The Purchaser shall pay the Sum of Seven Hundred Fifty Dollars (\$750.00) USD for the aforesaid property, as follows:
2. Down payment Three Hundred Dollars USD (\$300.00)

3. The remainder of the purchase price Four fifty Hundred Dollars \$450.00 USD shall be paid by CERTIFIED CHECK OR MONEY ORDER, made payable to: THE CITY OF INKSTER, 28215 Trowbridge, Inkster, MI 48141.

CLOSING

1. Closing on the aforesaid property shall take place at the City of Inkster offices located at 28215 Trowbridge, Inkster, MI 48141 within 30 days of Council approval of this Purchase Agreement.
2. Purchaser shall remit the balance of purchase price by CERTIFIED CHECK OR MONEY ORDER at the time of closing.

ADDITIONAL CONDITIONS (if Any):

The buyer is requesting the Deposit returned if Offer is not accepted.

Purchasers Initials: PH

Sellers Initials: _____

PURCHASER:

By: Patricia Hicks

By: [Signature] 10/30/2020

Its: Owner Occupant

Purchaser's Address: 28451 Penn
Inkster, Michigan 48141
Telephone No: 313-247-2280

IN PRESENCE OF:

Murray's Real Estate Services LLC
Stephanie Taylor or Peggy Bishop
Broker Signature [Signature]

Dated: 10/30/2020

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

SELLERS:
CITY OF INKSTER

By: _____ L.S.

Its: _____

Seller's Address: 28215 Trowbridge
Inkster, MI 48141
Telephone No: 313-563-4232

IN PRESENCE OF:

Dated: _____

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

Dated: _____ X _____ L.S.
Purchaser

Dated: _____ X _____ L.S.
Purchaser

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

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: February 4, 2021

From: Felicia Rutledge, City Clerk Date for Council Consideration: February 15, 2021

ACTION REQUESTED: Consideration and approval to recognize City of Angels Foundation as a non-profit organization within the city of Inkster for qualification for a temporary Charitable Gaming License to host a nationwide online fundraising raffle.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval _____

BACKGROUND INFORMATION

The State of Michigan as one of its requirements, for obtaining a raffle license has mandated that the local body of government recognize The City of Angels as a non-profit within their jurisdiction. City of Angels Foundation in partnership with The Ledge Group of Fernley, Nevada, are undertaking a project which will allow and provide trips for Black youth. One of the youth will be from Inkster, MI. and the trip will be all expense paid. The trip will be to Tanzania, Africa.

SCOPE OF SERVICES

The City of Angels will host a virtual nationwide fundraising raffle.

JUSTIFICATION

The raffle will help to assist with the all-expense paid trip to Tanzania, Africa.

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

Cost of the raffle ticket to help assist with the payment of an all-expense paid trip.

PROJECT TIME TABLE

February 15, 2021.

RESOLUTION

Authorization is hereby given to approve and recognize City of Angel's Foundation as a non-profit organization operating in the City of Inkster for the purposes of a Charitable gaming license for their online nationwide raffle.


29480 Hiveley Inkster, MI 48141 Ph 248-254-2676

2-03-2021

To whom it may concern,

City of Angels Foundation in partnership with The Ledge Group of Fernley, Nevada, are undertaking a project which will allow us to provide trips for Black youth, at least one from Inkster, MI to have an all-expenses paid trip to Tanzania, Africa to experience an African Safari.

We will award at least 3 of these trips to deserving and/or at risk youth in order to, hopefully, broaden their horizons.

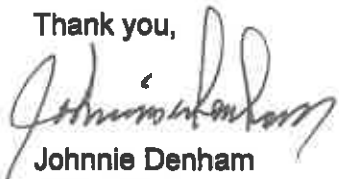
We will accomplish this goal by holding a nationwide online fundraising raffle, where we will raise the funds to finance these excursions.

The state of Michigan, as one of its requirements for obtaining a raffle license, has mandated that we get a copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community.

We have been in existence for many years and all of our paperwork, including taxes, is in order. We also already have a Michigan fundraising license for this year, it just doesn't include raffles.

So, this is a request asking this council to assist us by helping us to fulfill this requirement by passing a resolution acknowledging that City of Angels is a recognized nonprofit organization in the community.

Thank you,



Johnnie Denham
President
City of Angels Foundation
248-254-2676



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(K)(II))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by _____ on _____
DATE
at _____ a.m./p.m. the following resolution was offered:
TIME
Moved by _____ and supported by _____
that the request from CITY OF ANGELS FOUNDATION of INKSTER
NAME OF ORGANIZATION CITY
county of WAYNE
COUNTY NAME, asking that they be recognized as a
nonprofit organization operating in the community for the purpose of obtaining charitable
gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____
Nays: _____
Absent: _____

DISAPPROVAL

Yeas: _____
Nays: _____
Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1163(R6/06)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 03 2012

CITY OF ANGELS FOUNDATION
PO BOX 39013
REDFORD, MI 48239

Employer Identification Number:
45-2814923
DLN:
301237020
Contact Person:
JOHN JENNEWKIN ID# 31307
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 27, 1960
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

(Non-Profit)

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1921, as amended, as follows:

ARTICLE I.

The name of the corporation is NORTHWEST LITTLE LEAGUE

(Please type or print corporate name)

ARTICLE II.

The purpose or purposes for which the corporation is formed are as follows:

To provide sports and recreational activities and materials and the
direction of said sports and recreational activities for youths
of the northwest section of Detroit, to be financed by gifts and
donations from the public as well as members of this organization.

ARTICLE III.

Location of the first registered office is:

20066 Ardmore Detroit 35 Wayne Michigan
 (No.) (Street) (City) (Post) (County)

Postoffice address of the first registered office is:

20066 Ardmore, Detroit 35, Michigan
 (No. and Street or P. O. Box) (City) (Post) (County)

ARTICLE IV.

The name of the first resident agent is HERMAN L. GOLDMAN

ARTICLE V.

Said corporation is organized upon a NON-STOCK basis.

(b)-

The amount of assets which said corporation possesses is:

*Real property: none

*Personal property: Miscellaneous sports and athletic equipment, new and used, approximate value - \$1,200.00.

*(Give description and value)

Said corporation is to be financed under the following general plan: Donations from the public based upon a budget and a schedule of planned athletic activities.

ARTICLE VI.

The names and places of residence, or business, of each of the incorporators and (if a corporation organized upon a stock-share basis) the number of shares of stock subscribed for by each are as follows:

(At least three required)

(Please type or print following information if possible)

NAMES	RESIDENCE OR BUSINESS ADDRESS			NUMBER OF SHARES
	(No.)	(Street)	(City)	
Herman L. Goldman,	20066	Ardmore,	Detroit, Michigan	none
Hubert J. Sidlow,	16244	Wyoming,	Detroit, Michigan	none
Harold Harris,	20127	Stansbury,	Detroit, Michigan	none

The names and addresses of the first board of directors are as follows:

NAME	(No.)	(Street)	(City)	(State)
George Barahal,	19782	Ward,	Detroit,	Michigan
James Paddock,	20410	Tracey,	Detroit,	Michigan
Irving Winston,	19749	Stansbury,	Detroit,	Michigan
Robert Russman,	18695	Hartwell,	Detroit,	Michigan
Ben Carney,	19952	Schaefer,	Detroit,	Michigan
Phil Friedman,	18280	Pinehurst,	Detroit,	Michigan
Maurice Harelik,	17571	Kentucky,	Detroit,	Michigan
Walter Silver,	20464	Tracey,	Detroit,	Michigan
Daniel Silverman,	18610	Littlefield,	Detroit,	Michigan
Ronald Hersh,	21680	Jason,	Detroit,	Michigan
Frank Sophia,	18936	Tracey,	Detroit,	Michigan
Joe Klinger,	20500	Tracey,	Detroit,	Michigan
Bernard Jonas,	20122	Strathmore,	Detroit,	Michigan
Harry Wanner,	19782	Cheyenne,	Detroit,	Michigan

ARTICLE VII.

The names and addresses of the first board of directors (or trustees) are as follows:
(At least three required)

NAME	(No.)	(Street)	ADDRESS	(City)	(State)
Herman L. Goldman,	20066	Ardmore,	Detroit,	Michigan	
Hubert J. Sidlow,	16244	Wyoming,	Detroit,	Michigan	
Harold Harris,	20127	Stansbury,	Detroit,	Michigan	
Ted Gell,	19450	Ward,	Detroit,	Michigan	
George Webster,	20035	Cheyenne,	Detroit,	Michigan	
Jean Carney,	19952	Schaefer,	Detroit,	Michigan	
Harry Goldsmith,	19480	Littlefield,	Detroit,	Michigan	
Al Shipp,	20224	Sorrento,	Detroit,	Michigan	
Maurice Glazier,	20147	Hubbell,	Detroit,	Michigan	
David L. Velick,	19979	Ward,	Detroit,	Michigan	

ARTICLE VIII.

The term of the corporate existence is thirty years.

ARTICLE IX.

~~Other intent and desired additional provisions authorized by the Act.~~

We, the incorporators, sign our names this

17th day of December, 1960

(All parties appearing under Article VI are required to sign and acknowledge)

Herman L. Goldman (HERMAN L. GOLDMAN)

Hubert J. Sidlow (HUBERT J. SIDLOW)

Harold Harris (HAROLD HARRIS)

STATE OF MICHIGAN

COUNTY OF Wayne

On this 17th day of December, 1960, before me personally

appeared HERMAN L. GOLDMAN, HUBERT J. SIDLOW, and HAROLD HARRIS

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Theresa Lucas
(Signature of Notary)

Theresa Lucas
(Print or type name of notary)

Notary Public for Wayne County, State of Michigan.

FRANCHISE FEE \$10.00
FILING FEE \$10.00

My Commission expires 9-16-61
(Notarial seal required if acknowledgment taken out of State)

ORIGINAL
(Non-Profit)

MICHIGAN
ARTICLES OF INCORPORATION

OF

THE CHEST LITTLE LEAGUE
(Please type or print corporate name)

Under Act 327, Public Acts of 1951, as amended

(This form prepared by Michigan Corporation and Securities Commission.)

RECEIVED

DEC 22 1960

MICHIGAN CORPORATION AND
SECURITIES COMMISSION

FILED

DEC 27 1960

James B. Bly

MAIL THREE HUNDRED AND NO SEVENTY-SEVEN
(COPIES TO:

Michigan Corporation & Securities Commission
P. O. Box 7668 Lansing 4, Michigan

Fees \$20.00

1

MICHIGAN CORPORATION AND
SECURITIES COMMISSION

DEC 27 1960

ER - 7716
Clerk

NAME CHANGE

DC/CD-615 (Rev. 04/11)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received		
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name JOHNNIE DENHAM		
Address PO BOX 39013		
City REDFORD	State MI	ZIP Code 48239
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 152, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

NORTHWEST DETROIT LITTLE LEAGUE

2. The identification number assigned by the Bureau is:

774010

3. Article 1 of the Articles of Incorporation is hereby amended to read as follows:

THE NAME OF THE CORPORATION SHALL BE CITY OF ANGELS FOUNDATION.

Article 2 of the Articles of Incorporation is hereby amended to read as follows: The purpose or purposes of the corporation are hereby amended to read as follows: TO RECEIVE AND ADMINISTER FUNDS FOR CHARITABLE, RELIGIOUS, EDUCATIONAL, NUTRITIONAL, MEDICAL, TRANSPORTATION, EMPLOYMENT AND HOUSING SERVICES FOR THE PUBLIC WELFARE OF THE HOMELESS, WOMEN AND CHILDREN, VETERANS AND THE ELDERLY.

INCLUDING FOR SUCH PURPOSES, THE MAKING OF DISTRIBUTIONS TO ORGANIZATIONS THAT QUALIFY AS EXEMPT ORGANIZATIONS AND 501 (c)(3) and 170(c)(2) OF THE INTERNAL REVENUE CODE OF 1986 (HEREIN THE "CODE") (OR THE CORRESPONDING PROVISIONS OF ANY FUTURE UNITED STATES INTERNAL REVENUE CODE).

6. Nonprofit corporation only: Member, shareholder, or board approval

The foregoing amendment to the Articles of Incorporation was duly adopted on the 15th day of JULY, 2011 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

- ☒ members or shareholders at a meeting in accordance with Section 611(2) of the Act.
- ☐ written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have consented in writing has been given. (Note: Written consent by less than all of the members or shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- ☐ written consent of all the members or shareholders entitled to vote in accordance with section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- ☐ directors at a meeting in accordance with Section 611(2) of the Act.
- ☐ written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations

Signed this 15th day of JULY, 2011

By



(Signature of President, Vice-President, Chairperson or Vice Chairperson)

JOHNNIE DENHAM

(Type or Print Name)

PRESIDENT

(Type or Print Title)

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This Is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

CITY OF ANGELS FOUNDATION

ID NUMBER: 774010

***received by facsimile transmission on July 19, 2011 is hereby endorsed
Filed on July 19, 2011 by the Administrator.***

***The document is effective on the date filed, unless a
subsequent effective date within 90 days after
received date is stated in the document.***



***In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
In the City of Lansing, this 19TH day
of July, 2011.***

A handwritten signature in dark ink, appearing to read "A. Schaefer", is written over a faint, circular embossed seal.

Director

Bureau of Commercial Services

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL REPORT

(Required by Section 911, Act 162, Public Act of 1982)

The Identification number assigned by the Bureau is: 800853681

Annual Report Filing Year: 2020

1. Corporation Name:

CITY OF ANGELS FOUNDATION

2. The street address of the corporation's registered office and the name of the resident agent at that office:

1. Resident Agent Name: ANITA M. PRICE

2. Street Address: 29480 HIVELEY STREET

Apt/Suite/Other:

City: INKSTER

State: MI

Zip Code: 48141

3. Mailing address of the corporation's registered office:

P.O. Box or Street Address: 29480 HIVELEY ST

Apt/Suite/Other:

City: INKSTER

State: MI

Zip Code: 48141

5. Provide the names and business or residence addresses of the corporation's board of directors and its president, treasurer, and secretary:

Title	Name	Residence or Business Address
PRESIDENT	JOHNNIE DENHAM	29480 HIVELEY STREET, INKSTER, MI 48141 USA
TREASURER	JANIKA CARR	17240 FAIRPORT, DETROIT, MI 48205 USA
SECRETARY	MALIKKA JONES	351 MAIN STREET, EVERETT, MA, MA 02149 USA
DIRECTOR	ROSALYN HURD	23053 ALMOND, EASTPOINTE, MI 48021 USA
DIRECTOR	TESHUWAH PRICE	29480 HIVELEY, INKSTER, MI 48141 USA
DIRECTOR	NICOLE DENHAM	18736 ELKHART, HARPER WOODS, MI 48225 USA

6. Describe the purposes and general nature and kind of business in which the corporation engaged in during the year covered by this report:

PUT SYSTEMS IN PLACE TO HELP PROVIDE LOW INCOME CHILDREN WITH FREE OPPORTUNITIES TO EMBARK ON TRIPS TO AFRICAN COUNTRIES.

Signed this 18th Day of January, 2021 by:

Signature	Title	Third "Other" was selected
JOHNNIE DENHAM	President	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline

☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2020 ANNUAL REPORT

for

CITY OF ANGELS FOUNDATION

ID Number: 800853681

received by electronic transmission on January 18, 2021 , is hereby endorsed.

Filed on January 18, 2021 , by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of January, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: February 5, 2021

From: Marwan Abdullah, Assessor

Date for Council's Consideration: February 15, 2021

ACTION REQUESTED: Council approval of the 2021 Poverty Exemption Application utilized for the Board of Review.

Current Action X Emergency Future

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

Mayor's Approval _____

BACKGROUND:

The Administration is requesting Council's approval of the attached application for Hardship Appeals with the 2021 Board of Review. Included with the application are the City Council Policy, Revised 2021 City of Inkster Poverty Exemption Application, a spreadsheet including historical information of Poverty applicants, an estimated City liability for tax year 2021, State tax Commission Bulletin 17 of 2020(Federal Poverty Guidelines used in application), last year's Hardship Policy(2020), and the State Tax Commission's Policy. This application will be used for low income property owners appealing to the Board of Review throughout the 2021 calendar year.

SCOPE OF SERVICES:

N/A

JUSTIFICATION:

Public Act 253 of 2020 made changes to the poverty exemption statute (MCL 211.7u) that will impact how local units, assessors and boards of review handle the exemption for the 2021 tax year. These changes will require us to revise our poverty exemption policy to accommodate the changes in legislation. The State Tax Commission on 1/21/2021 recently provided instructions to Assessors regarding these changes.

PROJECT IMPROVEMENTS:

N/A

COSTS:

There are no "direct" costs for this request. There are indirect costs associated with decreased property tax revenues resulting from those applicants that are approved by the Board of Review and receive the Hardship Exemption.

PROJECTED TIME TABLE:

Applications will become available immediately after approval and will be used throughout the 2021 calendar year.

RESOLUTION:

Authorization is hereby given for the City's Board of Review to use the Hardship Exemption Application that Public Act 253 of 2020 (MCL 211.7u) made changes to for purposes of the Hardship Appeals for the 2021 Board of Review

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Subject: POVERTY EXEMPTION GUIDELINES

DATE ADOPTED: FEBRUARY 15, 2021

Page: 1 of 3

PURPOSE:

The purpose of this policy is to establish guidelines to be used by the Board of Review in determining whether a homeowner is eligible for a poverty exemption from property taxes.

SCOPE:

The poverty exemption policy applies to qualified low-income individuals who own homesteads in the City of Inkster. The policy limits the length of poverty exemptions to one year.

POLICY:

The Board of Review shall use the following guidelines to determine if a property owner qualifies for a poverty exemption from property taxes:

1. Exemptions will be granted to owners of homesteads only. Property must be granted at least a 50% homestead exemption from the State of Michigan.
2. Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. The application can be made by mail, if received one day prior to the last session of the Board of Review.
3. All applicants must file a claim with the Board of Review on a form prescribed by the State Tax Commission. The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.
4. Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.
5. The poverty threshold for eligibility for a poverty exemption is a figure which is equal to the Federal income standards established annually by the United States Office of Management and Budget for the previous calendar year. To be eligible for a poverty exemption from property taxes, the income of the property owner (household) must be less than the poverty threshold for the number of persons within the household.
6. All income and assets for persons in the household are reported in accordance with a form prescribed by the State Tax Commission.

Subject: POVERTY EXEMPTION GUIDELINES**DATE ADOPTED: FEBRUARY 15, 2021****Page: 2 of: 3**

- a. Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.
 - b. The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
 - c. Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, W-2 Forms, Pension Benefit Statements, Interest & Dividend Income Statements, Unemployment or Workmen's Compensation Benefit Statements, Child Support Documentation, Alimony Documentation, and any College/University scholarships for all persons residing in the home.
 - a. The most recent mortgage statement of the primary residence under review, including any reverse mortgages.
 - b. If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application. If a mortgage was obtained with the sale, a copy of the 'Uniform Residential Loan Application' is required.
7. Maximum total allowed assets, including amounts in banking/investment accounts may not exceed \$25,000 per household. The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:
 - a. A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
 - b. Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
 - c. Jewelry, antiques, artwork, equipment, and other personal property of value.
 - d. Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
 - e. Withdrawals of bank accounts and borrowed money.
 - f. Gifts, loans, lump-sum inheritances, and one-time insurance payments.

Subject: POVERTY EXEMPTION GUIDELINES**DATE ADOPTED: FEBRUARY 15, 2021****Page: 3 of 3**

-
- g. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
 - h. Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.
 - i. The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)
 - j. The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.
 - 8. Applicants that meet the income and asset qualifications will have the taxable value reduced by 50% for the current year.
 - 9. Poverty exemptions shall be granted for one year only. The property owner must apply every year in order to receive an exemption.

City of Inkster Application for Poverty Exemption

GUIDELINES AND INSTRUCTIONS FOR POVERTY EXEMPTION – 2021

- If granted an exemption, it is for the current year only. If your situation warrants an exemption in years following, a new application must be submitted for review. The Poverty exemption is meant to be a temporary form of assistance.
- Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. Board of Review dates are posted annually and may also be found at www.cityofinkster.com or by calling (313) 563-4262. This application can be made by mail, if received one day prior to the last session of the Board of Review.
- The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.
- Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.

Required Documentation to be Attached to Poverty Exemption Application

- Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.
- The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
- Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, W-2 Forms, Pension Benefit Statements, Interest & Dividend Income Statements, Unemployment or Workmen's Compensation Benefit Statements, Child Support Documentation, Alimony Documentation, and any College/University scholarships for all persons residing in the home.
- The most recent mortgage statement of the primary residence under review, including any reverse mortgages.
- If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application. If a mortgage was obtained, a copy of the 'Uniform Residential Loan Application' is required.

Common Reasons for Denial of Poverty Exemption Application

Below are common reasons (but not an exhaustive list) of why a claim for Poverty Exemption is denied:

- Failure to fill out all areas of the application, including "N/A" in areas not applicable to the applicant or signing the application.
- Failure to include State and Federal income taxes or property tax credit returns for current or one preceding year for all persons residing in the home. *Please note that the property tax credit returns are required to be filed with this application. Property tax credit returns (such as Michigan 1040CR) can still be filed with the State of Michigan even if the applicant does not file income taxes.*
- Failure to include complete banking/investment account and mortgage statements for all persons residing in the home. All pages must be submitted.

INCOME GUIDELINES FOR POVERTY EXEMPTION

This amount published annually by the US Dept. of Health and Human Services

<u>Number In Family</u>	<u>Income</u>
1 member	\$ 12,760
2 members	\$ 17,240
3 members	\$ 21,720
4 members	\$ 26,200
5 members	\$ 30,680
6 members	\$ 35,160
7 members	\$ 39,640
8 members	\$ 44,120
For each additional person	\$ 4,480

According to the US Census Bureau, "Income" Includes:

- Money, wages, and salaries before any deductions
- Net receipts from non-farm self-employment. (These are receipts from a person's own business, professional enterprise, or partnership, after deductions for business expenses.)
- Net receipts from farm self-employment. (The same provisions as above for self-employment.)
- Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments and public assistance.
- Alimony, child support, and military family allotments.
- Private pensions, governmental pensions, and regular insurance or annuity payments.
- College or university scholarships, grants, fellowships, and assistantships.
- Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

ASSET LEVEL GUIDELINES FOR POVERTY EXEMPTION

The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:

- A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
 - Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
 - Jewelry, antiques, artwork, equipment, and other personal property of value.
 - Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
 - Withdrawals of bank accounts and borrowed money.
 - Gifts, loans, lump-sum inheritances, and one-time insurance payments.
 - Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
 - Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.
 - The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)
 - The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.
- The total of all household assets, not including the value of the subject property shall not exceed \$25,000.

Poverty Exemption Worksheet
Copy Provided to Applicant After Board of Review Meeting

Parcel Number: _____

Year: _____

Property Address: _____ **Applicant's Name:** _____

For Board of Review Use Only - Do Not Write Below This Line

Staff - Initial next to all requirements as it relates to the application/applicant.

Does the applicant appear as taxpayer of record of property in question?	Yes _____	No _____
If not, has documentation proving ownership been provided?	Yes _____	No _____
Are all items on the application complete with either an answer or "N/A"?	Yes _____	No _____
Are all pages of the guidelines/application included with the applicants submission?	Yes _____	No _____
Does the applicant reside at the property in question?	Yes _____	No _____
Are copies of the Federal and State income tax returns and property tax credits forms for the current or preceding year attached for all persons residing in the household?	Yes _____	No _____
If not, is the affidavit stating the person is not required to file income taxes completed?	Yes _____	No _____
If home was purchased within in past 2 years of date of this application, is closing statements provided?	Yes _____	No _____
Is a copy of the most current mortgage statement, including a reverse mortgage if applicable, attached?	Yes _____	No _____
Are copies of the most recent bank/investment statements for all residing in the household attached with all pages included?	Yes _____	No _____

a. Taxable value on roll	\$ _____	
b. Number of people in household	_____	
c. Total household income from information provided	\$ _____	
d. Income limit based on number of people in household as established by guidelines	\$ _____	
e. Total assets of household	\$ _____	
f. Does applicant meet all asset and income guidelines as established?	☐ YES ☐ NO	If no, reason must be provided by the Board of Review below.
g. If yes, multiply line "c" by 50% (0.50)	\$ _____	
_____ Appeal Denied		_____ Reduction Granted
_____ 1. Does not qualify based on guidelines		Taxable Value
_____ 2. Application not complete, missing information		As on Roll \$ _____
_____ 3. Did not furnish proper documentation		Revised \$ _____
_____ 4. Other: _____		

Initials of Board Members:		Date: _____

Application for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 208 of 1993, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 208 of 1993, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township the property is located in each year on or after January 1.

To be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

PART 1: PERSONAL INFORMATION — Petitioner must list all required personal information.					
Petitioner's Name				Daytime Phone Number	
Age of Petitioner	Marital Status	Age of Spouse	Number of Legal Dependents		
Property Address of Principal Residence		City	State	ZIP Code	
☐ Check if applied for Homestead Property Tax Credit		Amount of Homestead Property Tax Credit			
PART 2: REAL ESTATE INFORMATION					
List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.					
Property Parcel Code Number		Name of Mortgage Company			
Unpaid Balance Owed on Principal Residence	Monthly Payment	Length of Time at this Residence			
Property Description					
PART 3: ADDITIONAL PROPERTY INFORMATION					
List information related to any other property owned by you or any member residing in the household.					
☐ Check if you own, or are buying, other property. If checked, complete the information below.				Amount of Income Earned from other Property	
1	Property Address	City	State	ZIP Code	
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid	
2	Property Address	City	State	ZIP Code	
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid	

Continue on Page 2

PART 4: EMPLOYMENT INFORMATION — List your current employment information.

Name of Employer

Address of Employer

City

State

ZIP Code

Contact Person

Employer Telephone Number

PART 5: INCOME SOURCES

List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (Indicate which)

PART 6: CHECKING, SAVINGS AND INVESTMENT INFORMATION

List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

PART 7: LIFE INSURANCE — List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payments	Policy Paid In Full	Name of Beneficiary	Relationship to Insured

PART 8: MOTOR VEHICLE INFORMATION

All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

Continue on Page 3

PART 9: HOUSEHOLD OCCUPANTS — List all persons living in the household.

First and Last Name	Age	Relationship to Applicant	Place of Employment	\$ Contribution to Family Income

PART 10: PERSONAL DEBT — List all personal debt for all household members.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

PART 11: MONTHLY EXPENSE INFORMATION

The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance
Garbage	Daycare	Car Expense (gas, repair, etc.)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	

Continue and sign on Page 4

NOTICE: Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

PART 11: POLICY AND GUIDELINES ACKNOWLEDGMENT

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

☐ The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

PART 12: CERTIFICATION

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from property taxes pursuant to Michigan Compiled Law, Section 211.7u.

Printed Name	Signature	Date

This application shall be filed after January 1, but before the day prior to the last day of the local unit's December Board of Review.

Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 35 days of decision. A copy of the Board of Review decision must be included with the petition.

Michigan Tax Tribunal
PO Box 30232
Lansing MI 48909

Phone: 517-335-9760
E-mail: taxtrib@michigan.gov

Poverty Exemption Affidavit

This form is issued under authority of Public Act 208 of 1989; MCL 211.7u.

INSTRUCTIONS: When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, _____, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: _____

Signature of Person Making Affidavit

Date

Parcel Number	2020 Taxable	2020 Final Taxable	Difference	(-)/%	2019 Taxable	2019 Final Taxable	Difference	(-)/%
44 002 03 0279 000	Did not apply in 2020	Did not apply in 2020			\$ 12,024	\$ 11,758	\$ 266	2%
44 008 02 0143 300	\$ 29,007	\$ 29,007	\$ -	0%	Did not apply in 2019			
44 005 02 0029 000	\$ 18,155	\$ 18,155	\$ -	0%	Did not apply in 2019			
44 005 03 0059 002	\$ 15,907	\$ 15,907	\$ -	0%	Did not apply in 2019			
44 005 03 0179 000	Did not apply in 2020	Did not apply in 2020			Did not apply in 2019			
44 008 01 0877 000	\$ 17,267	\$ 6,208	\$ 11,059	64%	\$ 16,962	\$ 16,058	\$ 904	5%
44 008 01 0959 002	\$ 14,294	\$ 14,294	\$ -	0%	Did not apply in 2019			
44 013 04 0107 000	\$ 16,229	\$ 8,145	\$ 8,084	50%	Did not apply in 2019			
44 014 01 0080 000	\$ 18,379	\$ 18,379	\$ -	0%	Did not apply in 2019			
44 014 03 0453 000	\$ 13,220	\$ 13,220	\$ -	0%	Did not apply in 2019			
44 016 01 0077 000	Did not apply in 2020	Did not apply in 2020			\$ 19,148	\$ 15,539	\$ 3,609	19%
44 016 01 0117 000	\$ 19,133	\$ 8,297	\$ 10,836	57%	Did not apply in 2019			
44 016 04 0057 000	\$ 96,805	\$ 96,805	\$ -	0%	Did not apply in 2019			
44 017 01 0086 000	\$ 18,273	\$ 18,273	\$ -	0%	Did not apply in 2019			
44 017 01 0264 000	\$ 19,884	\$ 19,884	\$ -	0%	Did not apply in 2019			
44 017 03 0405 000	\$ 17,710	\$ 9,400	\$ 8,310	47%	\$ 17,535	\$ 9,227	\$ 8,308	47%
44 018 02 1008 002	\$ 17,424	\$ 17,424	\$ -	0%	Did not apply in 2019			
44 022 01 0080 000	Did not apply in 2020	Did not apply in 2020			\$ 20,889	\$ 20,889	\$ -	0%
44 022 01 0472 002	\$ 14,230	\$ 14,230	\$ -	0%	Did not apply in 2019			
44 022 01 0611 000	Did not apply in 2020	Did not apply in 2020			Did not apply in 2019			
44 022 01 0651 001	\$ 12,074	\$ 12,074	\$ -	0%	Did not apply in 2019			
44 022 01 0904 900	\$ 16,724	\$ 16,724	\$ -	0%	Did not apply in 2019			
44 023 01 0242 002	Did not apply in 2020	Did not apply in 2020			\$ 19,864	\$ 19,864	\$ -	0%
44 024 01 0027 000	\$ 11,400	\$ 11,400	\$ -	0%	Did not apply in 2019			
44 024 03 0949 000	\$ 11,070	\$ 7,400	\$ 3,670	33%	Did not apply in 2019			
44 025 04 1103 000	Did not apply in 2020	Did not apply in 2020			\$ 14,845	\$ 14,845	\$ -	0%
	Total Applied	19 City Liability	Average Decrease \$ 1,335	50%	Total Applied	7 City Liability	Average Decrease \$ 483	18%
			31.8151 Mills				30.7767 Mills	

2018 Taxable	2018 Final Taxable	Difference	(-)%	Value (Using all that applied in 2020)	25%	City Liability	30%	City Liability	100%	City Liability
Did not apply for 2018										
Did not apply for 2018				\$ 29,413	\$ 22,060	\$ (233.94)	\$ 14,707	\$ (467.89)	\$ 0	\$ (935.78)
Did not apply for 2018				\$ 18,409	\$ 13,807	\$ (146.42)	\$ 9,205	\$ (292.84)	\$ 0	\$ (585.68)
Did not apply for 2018				\$ 16,129	\$ 12,097	\$ (128.29)	\$ 8,065	\$ (256.57)	\$ 0	\$ (513.15)
\$ 16,379	\$ 16,379	\$ -	0%							
\$ 16,565	\$ 15,273	\$ 1,292	8%	\$ 17,508	\$ 13,131	\$ (139.25)	\$ 8,754	\$ (278.51)	\$ 0	\$ (557.02)
Did not apply for 2018				\$ 14,494	\$ 10,871	\$ (115.28)	\$ 7,247	\$ (230.56)	\$ 0	\$ (461.13)
Did not apply for 2018				\$ 16,456	\$ 12,342	\$ (130.89)	\$ 8,228	\$ (261.77)	\$ 0	\$ (523.55)
Did not apply for 2018				\$ 18,636	\$ 13,977	\$ (148.23)	\$ 9,318	\$ (296.45)	\$ 0	\$ (592.91)
Did not apply for 2018				\$ 13,405	\$ 10,054	\$ (106.62)	\$ 6,708	\$ (213.24)	\$ 0	\$ (426.48)
Did not apply for 2018										
Did not apply for 2018				\$ 19,400	\$ 14,550	\$ (154.30)	\$ 9,700	\$ (308.61)	\$ 0	\$ (617.21)
Did not apply for 2018				\$ 98,160	\$ 73,620	\$ (780.74)	\$ 49,090	\$ (1,561.49)	\$ 0	\$ (3,122.97)
Did not apply for 2018				\$ 18,528	\$ 13,896	\$ (147.37)	\$ 9,264	\$ (294.74)	\$ 0	\$ (589.47)
Did not apply for 2018				\$ 20,162	\$ 15,122	\$ (160.36)	\$ 10,081	\$ (320.73)	\$ 0	\$ (641.46)
\$ 17,297	\$ 9,950	\$ 7,347	42%	\$ 17,957	\$ 13,468	\$ (142.83)	\$ 8,979	\$ (285.65)	\$ 0	\$ (571.30)
Did not apply for 2018				\$ 17,667	\$ 13,250	\$ (140.52)	\$ 8,834	\$ (281.04)	\$ 0	\$ (562.08)
Did not apply for 2018										
Did not apply for 2018				\$ 14,429	\$ 10,822	\$ (114.77)	\$ 7,215	\$ (229.53)	\$ 0	\$ (459.06)
\$ 18,315	\$ 11,137	\$ 7,178	39%							
Did not apply for 2018				\$ 12,243	\$ 9,182	\$ (97.38)	\$ 6,122	\$ (194.76)	\$ 0	\$ (389.51)
Did not apply for 2018				\$ 16,958	\$ 12,719	\$ (134.88)	\$ 8,479	\$ (269.76)	\$ 0	\$ (539.52)
Did not apply for 2018										
Did not apply for 2018				\$ 11,559	\$ 8,669	\$ (91.94)	\$ 5,780	\$ (183.88)	\$ 0	\$ (367.75)
Did not apply for 2018				\$ 11,224	\$ 8,418	\$ (89.27)	\$ 5,612	\$ (178.55)	\$ 0	\$ (357.09)
Did not apply for 2018										
Total Applied	4 Average Decrease	\$ 487	30%	Total		\$ (3,203.28)		\$ (6,406.56)		\$ (12,813.12)
City Liability	\$							50%		100%

30.7914 Mills

Unified City Operating, Rabbit, Advertising, CSO Debt 07, CSO Debt 08 & 10, Parks & Rec, Senior Services, and Library Buildings (From the 2020 L-4029, 2020 Tax Rate Request Form)
A total of \$1,815,146

Parcels	2021 Projected Value (all 2020 applicants)	(Using	25% Reduction	City Liability	50% Reduction	City Liability	100% Reduction	City Liability
44 003 02 0143 300	\$	29,413	\$ 22,060	\$ (233.94)	\$ 14,707	\$ (467.89)	\$0	\$ (935.78)
44 005 02 0029 000	\$	18,409	\$ 13,807	\$ (146.42)	\$ 9,205	\$ (292.84)	\$0	\$ (585.68)
44 005 03 0059 002	\$	16,129	\$ 12,097	\$ (128.29)	\$ 8,065	\$ (256.57)	\$0	\$ (513.15)
44 008 01 0877 000	\$	17,508	\$ 13,131	\$ (139.25)	\$ 8,754	\$ (278.51)	\$0	\$ (557.02)
44 008 01 0959 002	\$	14,494	\$ 10,871	\$ (115.28)	\$ 7,247	\$ (230.56)	\$0	\$ (461.13)
44 013 04 0107 000	\$	16,456	\$ 12,342	\$ (130.89)	\$ 8,228	\$ (261.77)	\$0	\$ (523.55)
44 014 01 0080 000	\$	18,636	\$ 13,977	\$ (148.23)	\$ 9,318	\$ (296.45)	\$0	\$ (592.91)
44 014 03 0453 000	\$	13,405	\$ 10,054	\$ (106.62)	\$ 6,703	\$ (213.24)	\$0	\$ (426.48)
44 016 01 0117 000	\$	19,400	\$ 14,550	\$ (154.30)	\$ 9,700	\$ (308.61)	\$0	\$ (617.21)
44 016 04 0037 000	\$	98,160	\$ 73,620	\$ (780.74)	\$ 49,080	\$ (1,561.49)	\$0	\$ (3,122.97)
44 017 01 0086 000	\$	18,528	\$ 13,896	\$ (147.37)	\$ 9,264	\$ (294.74)	\$0	\$ (589.47)
44 017 01 0264 000	\$	20,162	\$ 15,122	\$ (160.36)	\$ 10,081	\$ (320.73)	\$0	\$ (641.46)
44 017 03 0405 000	\$	17,957	\$ 13,468	\$ (142.83)	\$ 8,979	\$ (285.65)	\$0	\$ (571.30)
44 018 02 1008 002	\$	17,567	\$ 13,250	\$ (140.52)	\$ 8,834	\$ (281.04)	\$0	\$ (562.08)
44 022 01 0472 002	\$	14,429	\$ 10,822	\$ (114.77)	\$ 7,215	\$ (229.53)	\$0	\$ (459.06)
44 022 01 0831 001	\$	12,243	\$ 9,182	\$ (97.38)	\$ 6,122	\$ (194.76)	\$0	\$ (389.51)
44 022 01 0904 300	\$	16,958	\$ 12,719	\$ (134.88)	\$ 8,479	\$ (269.76)	\$0	\$ (539.52)
44 024 01 0027 000	\$	11,559	\$ 8,689	\$ (91.94)	\$ 5,780	\$ (183.88)	\$0	\$ (367.75)
44 024 03 0349 000	\$	11,224	\$ 8,418	\$ (89.27)	\$ 5,612	\$ (178.55)	\$0	\$ (357.09)
		Total		\$ (3,203.28)		\$ (6,406.56)		\$ (12,813.12)
				25%		50%		100%

(Unfunded City Operating, Roadwork, Advertising, CSO Debt 07, CSO Debt 06 & 10, Parks & Rec,
Senior Services, and Library Millages (From the 2020 L-4023, 2020 Tax Rate Request Form))

A total of \$1,815.11 Mills

I ran the numbers using the scenario that all of the applicants from 2020 qualified. Using these 19 applicants, I came up with a liability for the City using the 2021 Taxable Values. Here are the results:

25% Reduction= \$3,203.28 total City Liability
50% Reduction= \$6,406.56 total City Liability
100% Reduction= \$12,813.12 total City Liability

There is no way for us to determine or anticipate the increase in flux of applicants. The first tab on the sheet attached will show the breakdown, the second will show the historical applicants 2018-2020. These projections are based on the hypothetical that all applicants would qualify, no matter where we set the income and asset guidelines.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANING

RACHAEL EUBANKS
STATE TREASURER

Bulletin 17 of 2020
October 28, 2020
Procedural Changes for 2021

TO: Assessing Officers and County Equalization Directors
FROM: State Tax Commission
SUBJECT: Procedural Changes for the 2021 Assessment Year

The purpose of this Bulletin is to provide information on statutory changes, procedural changes, and reminders for the 2021 assessment year.

A. Inflation Rate Used in the 2021 Capped Value Formula

The inflation rate, expressed as a multiplier, to be used in the 2021 Capped Value Formula is 1.014.

The 2021 Capped Value Formula is as follows:

2021 CAPPED VALUE = (2020 Taxable Value - LOSSES) X 1.014 + ADDITIONS

The formula above does not include 1.05 because the inflation rate multiplier of 1.014 is lower than 1.05.

B. Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2021

MCL 211.7n, which deals with poverty exemptions, was significantly altered by PA 390 of 1994 and was further amended by PA 620 of 2002.

Local governing bodies are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels shall not be set lower by a city or township than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. This means, for example, that the income level for a household of 3 persons shall not be set lower than \$21,720 which is the amount shown on the following chart for a family of 3 persons. The income level for a family of 3 persons may be set higher than \$21,720. Following are the federal poverty guidelines for use in setting poverty exemption guidelines for 2021 assessments:

Size of Family Unit	Poverty Guidelines
1	\$12,760
2	\$17,240
3	\$21,720
4	\$26,200
5	\$30,680
6	\$35,160
7	\$39,640
8	\$44,120
For each additional person	\$4,480

Notes: PA 390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test should calculate a maximum amount permitted and all other assets above that amount should be considered as available. Please see STC Bulletin 6 of 2017 for more information on poverty exemptions.

Notes: PA 135 of 2012 changed the requirements for filing documentation in support of a poverty exemption to allow an affidavit (Treasury Form 4985) to be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year. This does include the owner of the property who is filing for the exemption.

C. Sales Studies

Equalization study dates are as follows for 2021 equalization:

Two Year Study: April 1, two years prior through March 31, current year

Single Year Study: October 1, preceding year through September 30, current year

For 2020 studies for 2021 equalization the dates are as follows:

Two Year Study: April 1, 2018 through March 31, 2020

Single Year Study: October 1, 2019 through September 30, 2020

Note that the time period revisions apply to all equalization studies, that is: sales ratio studies, land value studies and economic condition factor studies for appraisals. Also note that the revised time period for two-year studies applies to all real property classifications.

Please be advised that the above sale study dates are not the same as the valuation date used in appeals before the Michigan Tax Tribunal. Evidence presented in a Tax Tribunal appeal should reflect the value of the property as of tax day (December 31). This means that sales occurring after March 31, 2020 and September 30, 2020 should still be considered and included when submitting evidence in a Tax Tribunal appeal involving the 2021 tax year.

D. Property Classification

The State Tax Commission reminds assessors that classification is to be determined annually and is based upon the use of the property and not highest and best use of the property. The Commission is aware that some assessors are still classifying property according to highest and best use and/or are not classifying property on an annual basis. The Commission asks that all assessors take the necessary steps to ensure that all real and personal property is properly classified according to MCL 211.34c.

E. Public Act 660 of 2018, Property Assessing Reform

Public Act 660 of 2018 was approved by Governor Snyder on December 28, 2018 and amended the General Property Tax Act to provide a statutory framework to ensure proper assessing in order to guarantee the highest quality assessments for taxpayers as well as local units. The Act defines the requirements for substantial compliance with the General Property Tax Act, provides timelines for audits and follow-up audits, and details a process for bringing a local unit into compliance if they remain non-compliant after a follow-up review.

The State Tax Commission will be continuously updating its website with information regarding PA 660 of 2018 including bulletins, guidance and any required forms. Information on Property Assessing Reform is available on the State Tax Commission's website at www.michigan.gov/statetaxcommission under the Property Assessing Reform link.

The Commission has also established a dedicated email for submitting questions related to Property Assessing Reform. Any questions concerning Property Assessing Reform should be directed to AssessingReformQuestions@mtc.state.mi.us.

Designated Assessor Submission and Approval Process

PA 660 provides the process for determining who the Designated Assessor will be. Each County is required to enter into an interlocal agreement that designates the individual who will serve as the County's Designated Assessor. That interlocal agreement must be approved by the County Board and a majority of the assessing districts in the County. Once the interlocal agreement is approved, it is sent to the State Tax Commission for final approval. Form 3697 *State Tax Commission Petition for Approval of County Designated Assessor*, including a copy of the interlocal agreement, must be submitted to the State Tax Commission by December 31, 2020. A Checklist and Interlocal Agreement Template are available on the State Tax Commission's website under the Property Assessing Reform link.

If the State Tax Commission determines that an individual named as the Designated Assessor is capable of ensuring that the assessing districts within the county will achieve and maintain substantial compliance, the Commission shall approve that individual as the County's Designated Assessor. Once approved, the designation will not be revoked for at least five years from the approval date.

If the State Tax Commission is unable to approve the individual identified as the county's Designated Assessor because the Commission determines that the proposed Designated Assessor is not capable of ensuring that the assessing districts will achieve and maintain

substantial compliance, the county must submit a new Designated Assessor candidate and accompanying interlocal agreement within sixty days of the Commission's determination. The county will be required to repeat the process until a satisfactory Designated Assessor can be approved. The State Tax Commission will appoint an individual to serve as the county's temporary Designated Assessor during this period.

Further detail regarding the Designated Assessor can be found in Bulletin 8 of 2020.

Village Waiver

Form 5689 *Application for State Tax Commission Approval of Village Assessment*. MCL 211.10d(7) provides that a village that is located in more than 1 assessing district may, in a form and manner prescribed by the state tax commission, request state tax commission approval that the assessment of property within the village be combined with the assessment of property in 1 of those assessing districts.

The completed Form, with the required resolution and all other attachments, must be submitted to the State Tax Commission, PO Box 30471, Lansing, Michigan 48909.

Consolidating Boards of Review

PA 660 of 2018 allows Boards of Review across two or more contiguous local units to be combined. The governing bodies of each local unit may enter into an agreement to appoint a single board of review to serve as the board of review for each of the contiguous local units. PA 660 further states that the already existing requirements in MCL 211.28(1) – (5) should serve as a guide in determining the size, composition, and manner of appointment of a board of review. Those requirements are:

- At least 2/3 of the members must be property taxpayers of the township.
 - Members appointed to the board of review shall serve for terms of 2 years beginning at noon on January 1 of each odd-numbered year.
 - A member of the township board is not eligible to serve on the board or to fill any vacancy. A spouse, mother, father, sister, brother, son, or daughter, including an adopted child, of the assessor is not eligible to serve on the board or to fill any vacancy.
 - At least 2 members of a 3-member board of review shall be present to conduct any business or hearings of the board of review.
 - The township board may appoint 3, 6, or 9 electors of the township, who will constitute a board of review for the township. If 6 or 9 members are appointed as provided in this subsection, the membership of the board of review must be divided into board of review committees consisting of 3 members each.
 - A township board may appoint not more than 2 alternate members for the same term as regular members of the board of review.
- The size, composition, and manner of appointment of the board of review of a city may be prescribed by the charter of a city.

F. Tax Tribunal Small Claims Division Hearings

Assessors should carefully read all notices, orders and other correspondence sent by the Tax Tribunal. Assessors should pay special attention to the Notice of Hearing and ensure they are available at the date and time of the scheduled hearing. It is important to appear at the hearing and to timely file with the Tax Tribunal and serve a copy to the taxpayer of all evidence and documentation you wish to be considered at the hearing.

Assessors representing their local unit in Tax Tribunal hearings need to submit evidence to support the value of the property under appeal. If the assessor is relying on the property record card as evidence of value, the property record card must be for the year(s) being appealed. The complete property record card, including all calculations should be provided; do not submit a property record card that states "calculations too long" and then fail to include the additional calculations. Also, it is important to submit the studies prepared that support the economic condition factor and land value on the record card. Assessors should also be able to explain at the Tax Tribunal hearing how the value shown on the property record card was calculated. More information regarding the Michigan Tax Tribunal, including Tribunal Rules, forms and instructions is available at www.michigan.gov/taxtribunal.

Assessors are also reminded that any change in contact information, including a change in email address, must be submitted to the Tax Tribunal to ensure that all case notifications are received.

G. EMPP and ESA Reminders

In Late September and early October, the ESA Section begins to send out Summary of Changes letters for all taxpayers that have certified their ESA Statement and paid ESA Liability in full. Recognizing that manufacturers occasionally move personal property between facilities located in different jurisdictions, a copy of this letter is sent to every local unit in which a taxpayer has reported EMPP if a change on their ESA Statement has been made to any parcel located in any local unit. This is done to assist each assessor in identifying property that may have been moved in or out of their local unit. Assessors are advised that even if their local unit is not listed on the Summary of Changes letter, it may be prudent to note whether any changes made to a parcel reported in another local unit may affect a parcel located in their local unit.

At times, taxpayers attempt to add a parcel to their ESA Statement that was not previously reported to the Department of Treasury. In these cases, the ESA Section will reach out to the assessor to ask if a Combined Document (Form 5278) was filed for the parcel and, if it was, request a copy of the Form. ESA Staff will also ask for a letter confirming that the EMPP exemption was claimed properly and that the failure to transmit the information to the Department of Treasury was not the fault of the taxpayer. These letters are not used to incriminate an assessor who made a mistake, but rather to add to Treasury files to document why a parcel was added to an ESA Statement after the statement was generated in late April.

The ESA Section has received consent judgments entered by the Michigan Tax Tribunal for stipulated agreements between EMPP claimants and the local units in which they have personal property. It is extremely important that any stipulated agreement filed with the Michigan Tax Tribunal indicates that the personal property reported on the parcel meets the definition of "eligible manufacturing personal property," identifies which eligible manufacturing personal

property qualifies for the exemption under MCL 211.9m and MCL 211.9n, and directs the Department of Treasury to generate an ESA statement so that the taxpayer may pay ESA on the exempt personal property. Assessors are advised to contact the ESA Section for a list of previous dockets that contained the appropriate requirements.

More information is available in the Assessors Guide to EMPP and ESA available online at www.michigan.gov/propertytaxexemptions.

Further information and guidance on the Eligible Manufacturing Personal Property (EMPP) Exemption, Special Acts and the Essential Services Assessment (ESA) is available at www.michigan.gov/ESA. Additional questions should be sent via email to ESAQuestions@michigan.gov.

H. Omitted or Incorrectly Reported Property (MCL 211.154)

Assessors are reminded that when submitting 154 petitions it is necessary to include complete copies of the property record cards for every year a change is being requested on the petition. For example, if a 154 petition requests a change for 2017 and 2018, the property record card for 2017 and the property record card for 2018 should be submitted. In addition, assessor must submit the calculations and documents needed to understand the reasons for the change and the amount of the requested change in the assessment and taxable values. Additionally, the 154 petition must contain an original signature. The Commission cannot accept electronic signatures or scanned signatures on petitions.

For 154 petitions involving removal of personal property, staff may request verification that the assessor inspected personal property location or otherwise confirmed that the personal property was disposed and was not located in the local unit on the applicable tax day. Additionally, staff may inquire as to the extent of the assessor's communication with the taxpayer in order to confirm that personal property was reported in the new location.

Questions can be directed to the staff at Trans-154petitions@michigan.gov. Additional information, including Bulletin 2 of 2018 and copies of the approved forms, are available online at www.michigan.gov/154petitions.

I. Disabled Veterans Exemption – Qualified Error

On October 14, 2020, PA 206 of 2020 was signed into law. This Act amends MCL 211.53b regarding July and December Board of Review authority by adding as a qualified error an issue beyond the control of a disabled veteran or the unmarried surviving spouse that caused a denial of the disabled veterans exemption:

1. An error made by the local tax collecting unit in processing of a timely filed exemption affidavit; or
2. A delay in the determination by the United States Department of Veterans Affairs that a veteran is permanently and totally disabled as a result of military service and entitled to veterans' benefits at the 100% rate.

As a reminder, a correction by the July and December Board of Review for a qualified error can be made for the current year and the immediately prior year only.

J. Authority of July and December Boards of Review

Assessors are reminded that the July and December Boards of Review may only act on matters described in MCL 211.53b. This includes: Qualified Errors, and appeals provided for in sections 7u (Poverty Exemption), 7se (Principal Residence Exemption), 7ss (Qualified Agricultural Exemption), 7jj (Qualified Forest Exemption), and 9c (Small Business Taxpayer Exemption). Assessors should carefully review the Board of Review FAQ and Bulletin 5 of 2017 and 6 of 2018 to ensure their Boards of Review are acting within their statutory authorities. Assessors should not be requesting that the July or December Boards of Review take action outside of the limited authority provided in MCL 211.53b.

City of Inkster Board of Review Guidelines For Hardship Appeals (Updated January, 2020)

To be eligible for a poverty exemption, a person shall annually:

1. Own and occupy the property as a homestead as required by law, and provide evidence of ownership.
2. File the approved form provided by the City.
3. Submit proper identification, copies of federal and state income tax returns for all person(s) residing in the homestead as well as copies of any property tax credit returns, as required by law. Or, if tax returns filings are not required, an affidavit in a form prescribed by the state tax commission may be accepted.
4. The household income (including all persons residing in the homestead) shall meet the federal poverty income standards as defined and determined annually by the United States Office of Management and Budget. In cases where household income meets the federal standard, the assessment / taxable value shall be adjusted so the out-of-pocket property tax, as best estimated based on the previous year's millage rate and after deducting the applicable state property tax refund, equals five percent (5%) of the household income for those applicants under 65 years of age, and three percent (3%) for those applicants over 65 years of age.
5. Income included as household income shall be from any and all sources and shall include all dependents and occupants. (Examples of income include but are not limited to, types such as salary state or federal aid, alimony, social security, pension and insurance benefits, return on investments, savings, and any other forms of compensation received).

Number of Persons Residing in Homestead	Poverty Income Standards
1	\$12,480
2	\$16,910
3	\$21,330
4	\$25,760
5	\$30,170
6	\$34,600
7	\$39,010
8	\$43,430
For Each Additional Person Add	\$4,420

6. The total of all household assets, not including the value of the subject property shall not exceed \$25,000.

7. The Board of Review may waive the income limits for a household that exceed the federal poverty income standards but who have expenses beyond the ordinary scope of expected costs which are severe and unavoidable, such as unusually high health care costs not covered by insurance. In such scenarios, the state equalized value may be reduced to zero (0).
8. In cases where the Board of Review deviates from the income limits for substantial and compelling reasons, such as described above in number 7, these reasons will be noted on the petition and communicated in writing to the claimant. Such reasons will be properly documented.
9. In no case will the Board of Review approve an assessment reduction without the necessary and required documentation.

**STATE TAX COMMISSION POLICY REGARDING REQUESTS FOR PERCENTAGE
REDUCTIONS IN TAXABLE VALUE FOR POVERTY EXEMPTIONS UNDER MCL 211.7u**

Public Act 253 of 2020 amended MCL 211.7u related to poverty exemptions. PA 253 of 2020 lists the specific percentage reductions in taxable value that may be used by the board of review in granting a poverty exemption. MCL 211.7u(5) states that if a person claiming the poverty exemption meets all eligibility requirements, the board of review shall grant the poverty exemption, in whole or in part, as follows:

1. A full exemption equal to a 100% reduction in taxable value for the year in which the exemption is granted; or
2. A partial exemption equal to a 50% reduction in taxable value for the year in which the exemption is granted; or
3. A partial exemption equal to a 25% reduction in taxable value for the year in which the exemption is granted.

No other method of calculating taxable value may be utilized, except for those percentage reductions specifically authorized in statute, or any other percentage reduction approved by the State Tax Commission. The Commission shall use the following process for the filing, review, and approval of local assessing unit requests to utilize a percentage reduction in taxable value when approving poverty exemptions under MCL 211.7u:

1. A local assessing unit that wants to use any other percentage reduction(s) in taxable value other than the reductions specifically authorized in statute must obtain permission for use of such percentage reduction(s) by filing Form 5738, *Request For Approval of Percentage Reduction in Taxable Value For Poverty Exemptions Under MCL 211.7u* with the State Tax Commission.
2. The local assessing unit must indicate on the Form the specific percentage reduction(s) in taxable value requested and an explanation of how the requested percentage reduction(s) will be calculated and applied when granting a poverty exemption. Based on case law, calculations that utilize any of the following are not permitted:
 - a. A limitation on the maximum value of the principal residence eligible to receive an exemption.
 - b. A requirement that the principal residence must be owned for a certain number of years before a claim for exemption can be made.
 - c. A limitation on the number of years an exemption can be claimed and received.
3. If a person meets all eligibility requirements in statute for receiving a full or partial exemption, the calculation for the percentage reduction in taxable value cannot result in a person receiving no relief, i.e., the calculation cannot result in a taxable value greater than or equal to the taxable value *prior* to application for the poverty exemption in that tax year.
4. Form 5738 must be completed in its entirety and signed by the local assessing unit clerk and assessing officer.

Adopted January 19, 2021

5. The completed Form and any attachments must be submitted to the State Tax Commission at: State Tax Commission, PO Box 30471, Lansing, MI 48909 or by email to State-Tax-Commission@michigan.gov.
6. Requests will be reviewed by State Tax Commission staff. If insufficient documentation was provided by the local assessing unit, the local assessing unit will be notified in writing and will be permitted to submit adequate documentation to the State Tax Commission within 30 days of the written notice. If adequate documentation is not submitted within the deadline, staff will recommend that the State Tax Commission deny the request.
7. Upon receipt of a completed request, staff will review the proposed percentage reductions(s) in taxable value and explanation of how the reduction(s) will be calculated and applied when granting a poverty exemption. Staff recommendations to approve or deny a local unit request will be forwarded to the State Tax Commission for review and decision.
8. If approved, the local assessing unit will receive written notification within 14 days of the State Tax Commission meeting approving the request.
9. A local assessing unit that wishes to modify any percentage reduction(s) previously approved by the Commission must do so by submitting a new Form 5738 with the requested percentages.

Summary

Legislation MCL 211.7u(2)(b) changed the poverty tax exemption criteria by lowering the threshold needed to qualify for a partial exemption. Whereas previously this was calculated as a percentage of income plus the homestead credit, it is now determined directly by income levels. Each City has to choose which percentage to adopt; 100%, 75%, 50%, or 25% reduction in Taxable Value for those who meet the qualifications. The City of Inkster is proposing a 50% property tax exemption for those households which qualify; this is in alignment with surrounding communities and was also the recommendation that WCA provided to all of its clients.

Key Questions

Q: When did this legislation pass and when does it take effect?

A: This legislation passed in December 3, 2020 and took effect on January 19, 2021

Q: How was the Poverty Property Tax Exemption previously calculated?

A: It was calculated as 5% of income plus the homestead property tax credit of up to \$1,500

Q: How is the Poverty Property Tax Exemption now calculated?

A: It is determined based on household income in conjunction with state-mandated thresholds.

Q: How many people applied and received exemptions in 2018, 2019, and 2020?

A:

Year	Applied	Received Exemption	Amount Exempted
2018	4	3	\$487
2019	7	4	\$403
2020	19	5	\$1,335

Q: What is the Financial Impact of this new legislation?

A: On the following page, I have calculated the effects of the new legislation estimating that all 19 applicants from 2020 were approved in 2021. I have also shown a projection of the 2021 impact. It is worth noting that this new legislation will result in more applicants and higher approval rates, so identifying the specific impact (as opposed to an expected range) becomes difficult.

Parcels	2021 Projected Value (Using all 2020 applicants)	25% Reduction	City Liability	50% Reduction	City Liability	100% Reduction	City Liability
44 003 02 0143 300	\$ 29,413	\$ 22,060	\$ (233.94)	\$ 14,707	\$ (467.89)	\$0	\$ (935.78)
44 005 02 0029 000	\$ 18,409	\$ 13,807	\$ (146.42)	\$ 9,205	\$ (292.84)	\$0	\$ (585.68)
44 005 03 0059 002	\$ 16,129	\$ 12,097	\$ (128.29)	\$ 8,065	\$ (256.57)	\$0	\$ (513.15)
44 008 01 0877 000	\$ 17,508	\$ 13,131	\$ (139.25)	\$ 8,754	\$ (278.51)	\$0	\$ (557.02)
44 008 01 0959 002	\$ 14,494	\$ 10,871	\$ (115.28)	\$ 7,247	\$ (230.56)	\$0	\$ (461.13)
44 013 04 0107 000	\$ 16,456	\$ 12,342	\$ (130.89)	\$ 8,228	\$ (261.77)	\$0	\$ (523.55)
44 014 01 0080 000	\$ 18,636	\$ 13,977	\$ (148.23)	\$ 9,318	\$ (296.45)	\$0	\$ (592.91)
44 014 03 0453 000	\$ 13,405	\$ 10,054	\$ (106.62)	\$ 6,703	\$ (213.24)	\$0	\$ (426.48)
44 016 01 0117 000	\$ 19,400	\$ 14,550	\$ (154.30)	\$ 9,700	\$ (308.61)	\$0	\$ (617.21)
44 016 04 0037 000	\$ 98,160	\$ 73,620	\$ (780.74)	\$ 49,080	\$ (1,561.49)	\$0	\$ (3,122.97)
44 017 01 0086 000	\$ 18,528	\$ 13,896	\$ (147.37)	\$ 9,264	\$ (294.74)	\$0	\$ (589.47)
44 017 01 0264 000	\$ 20,162	\$ 15,122	\$ (160.36)	\$ 10,081	\$ (320.73)	\$0	\$ (641.46)
44 017 03 0405 000	\$ 17,957	\$ 13,468	\$ (142.83)	\$ 8,979	\$ (285.65)	\$0	\$ (571.30)
44 018 02 1008 002	\$ 17,667	\$ 13,250	\$ (140.52)	\$ 8,834	\$ (281.04)	\$0	\$ (562.08)
44 022 01 0472 002	\$ 14,429	\$ 10,822	\$ (114.77)	\$ 7,215	\$ (229.53)	\$0	\$ (459.06)
44 022 01 0831 001	\$ 12,243	\$ 9,182	\$ (97.38)	\$ 6,122	\$ (194.76)	\$0	\$ (389.51)
44 022 01 0904 300	\$ 16,958	\$ 12,719	\$ (134.88)	\$ 8,479	\$ (269.76)	\$0	\$ (539.52)
44 024 01 0027 000	\$ 11,559	\$ 8,669	\$ (91.94)	\$ 5,780	\$ (183.88)	\$0	\$ (367.75)
44 024 03 0349 000	\$ 11,224	\$ 8,418	\$ (89.27)	\$ 5,612	\$ (178.55)	\$0	\$ (357.09)
		Total	\$ (3,203.28)		\$ (6,406.56)		\$ (12,813.12)
			25%		50%		100%

**Utilized City Operating, Rubbish, Advertising, CSO Debt 07, CSO Debt 06 & 10, Parks & Rec,
Senior Services, and Library Millages (From the 2020 L-4029, 2020 Tax Rate Request Form)**
A total of 31.8151 Mills

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: February 9, 2021

From: Vijay Virupannavar, Treasurer

Date for Council Consideration: February 15, 2021

ACTION REQUESTED: Consider approval of temporary agreement with Emery HR LLC for 6 weeks of Human Resources help.

Current Action X Emergency X Future

Funds Budgeted: If Yes X Account # 101-270-706.000 (Personnel Department
- Salaries) No N/A

Mayor's Approval _____

BACKGROUND INFORMATION

The City of Inkster is currently without a full-time Human Resources (“HR”) professional to handle the day-to-day HR responsibilities as well as to address open HR considerations from prior calendar years. Sue Justice is a Registered Employee Benefit Consultant (REBC) and Licensed Insurance Counselor (LIC) with 28+ years of progressive experience in the HR field. In 2010, Sue founded Emery HR LLC as a firm to help mid-size businesses with HR needs. The City of Inkster believes Sue is a proper fit to help address open HR needs from years past and current.

Provided are the Emery HR and City of Inkster Services Agreement (start date subject to change based on City Council decision; if approved, anticipated start date of Tuesday February 16, 2021) and the Business Associate Agreement.

SCOPE OF SERVICES

Please refer to Exhibit A "Scope of Services" within the Emery HR and City of Inkster Services Agreement.

JUSTIFICATION

The City of Inkster is currently without a full-time HR professional. With IRS requests relating to 2018, State requests relating to 2019 and 2020, and personnel requests relating to 2020 and current, the City's risk exposure is increased by not having an individual aboard to help take care of open HR issues. It is important for the City to have an HR professional to implement processes and to perform the day-to-day HR function. With extensive experience in designing and servicing employee benefit programs, Sue will also help the City analyze current benefit offerings.

PROJECT OR IMPROVEMENT TASKS

Please refer to Exhibit A "Scope of Services" within the Emery HR and City of Inkster Services Agreement for the areas of focus.

COSTS

The cost is \$1,650/week paid as a 1099 contractor with 3 days onsite and 2 days remote. This amounts to \$41.25/hour. This is a significant discount from Sue's normal rate of \$70/hour for Generalist work and \$125/hour for Consulting work, showing Sue's determination to provide assistance.

It is proposed that a portion of the Personnel Department Salaries (101-270-706.000) budget line be used for this expenditure.

PROJECT TIME TABLE

The agreement is effective for 6 weeks. At that juncture, an evaluation will be completed to determine whether continuing the relationship is mutually beneficial. Note that Sue also will be providing reports to management every other week.

RESOLUTION

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Human Resource Business Service Agreement

This Human Resource Business Service Agreement ("Agreement") is made by and between Emery HR, LLC a Michigan limited liability company ("Consultant") and City of Inkster ("Client"). In this Agreement, Company and Consultant are sometimes referred to individually as a "party" or, collectively, as the "parties."

1. **Term.** This Agreement is effective as of **February 8, 2021** (the "Effective Date") and commence on February 8, 2021 and continue until terminated by either party in accordance with Paragraph 12 of this Agreement.
2. **Services to be Provided.** Consultant will provide the Services outlined in Exhibit A, Scope of Services ("Services"), attached to, and made a part of, this Agreement. Consultant shall have the ability to select the means, manner and method of performing these Services and shall have the right to perform the projects in such manner, at such place and at such time, as Consultant deems appropriate. Consultant further shall have the right to dictate its hours of work. Consultant undertakes to perform Services in a timely and professional manner and to devote such time, attention and skill to its duties under this Agreement as may reasonably be necessary to ensure the performance of the Services to the Company's satisfaction. Nothing in this Agreement shall be deemed to prohibit Consultant from providing its Services to other persons or entities. Consultant reserves the right to withdraw any quote after 30 days of issuing the quote for approval.
3. **Compensation; Expenses.** In consideration of the performance of the Services, Company will pay Consultant according to the fees provided in each Scope of Services ("Compensation"). Consultant shall invoice the Company for Services monthly and Company shall pay any invoice within 30 days of receipt. In addition to the fees outlined in the Scope of Work, Consultant will charge to Client all actual out-of-pocket expenses including, but not limited to, meals, travel, lodging and mileage at the maximum rate published by the IRS.
4. **Consultant Generally Provides Tools.** Consultant will provide all those materials, equipment and other tools necessary to perform the Services for Company.
5. **Surrender of Material upon Termination of Agreement.** Upon termination of this Agreement, each party shall return immediately to the other all Confidential Information and Intellectual Property of the other party (including all books, records, notes, data, training materials, marketing materials, and information relating to the other party or its business), will delete any electronic copies, and will certify in writing that it has done so.
6. **Confidential Information.** Each party agrees at all times:
 - a. Not to disclose to any third party any Confidential Information learned about the other party at any time, except such information that is now, or later becomes, published or otherwise generally available to the public other than through breach of this Agreement;
 - b. That each party will only disclose such Confidential Information to its employees, agents or subcontractors who have a need to know such information in order to carry out that party's responsibilities under this Agreement, and only then to those who have been advised that such information is confidential and proprietary and have agreed to accept the same obligation of confidentiality and non-use as the parties to this Agreement;

- c. As used in this Agreement, "Confidential Information" includes any non-public information that one party receives, directly or indirectly, from the other party, including, by way of example only, trade secrets (including organizational charts, employee information such as credentials, skill sets and background information), ideas, training materials, methods, designs, formulas, systems, improvements, prices, discounts, business affairs, products, data and know-how and technical information of any kind whatsoever, unless such Information has been publicly disclosed by authorized officials of either party.
 - d. For the avoidance of doubt, either party may disclose Confidential Information to the extent required by law or order of a court or governmental agency. However, in such case, the disclosing party must give the party owning the Confidential Information prompt notice and must consult with them about whether to obtain a protective order or otherwise protect the confidentiality of the Confidential Information, all as directed by and at the expense of the party owning the Confidential Information.
- 7. **Independent Contractor Status.** Consultant shall perform its duties as an independent contractor and not as an employee. Consultant and Company each acknowledge and agree that Consultant will not be treated as an employee for purposes of any applicable law covering the employer-employee relationship. Consultant further acknowledges that it is responsible for the payment of any taxes due in respect of the payment to the Consultant in connection with the provision of Services by the Consultant under this Agreement. Company will report amounts paid to Consultant by filing a Form 1099-MISC with the Internal Revenue Service as required by law.
- 8. **Contracting Power.** In no event shall Consultant have any power or authority to bind Company in any manner, it being expressly understood that Consultant is an independent contractor and not an agent or employee of Company. No form of joint venture, partnership, or similar relationship between the parties is intended or hereby created as a result of the entry into or performance by the parties of this Agreement.
- 9. **Consultant Right to Subcontract.** Consultant reserves the right to introduce qualified subcontractor(s) and/or employees into a project at its discretion. Subcontractor(s) and/or employees may perform specific task(s) as directed as part of the overall project. Consultant will be responsible for the quality and completeness of work of all subcontractor(s). All project work will be completed by Consultants employee(s) and/or subcontractor(s) as deemed necessary to meet project deliverables and to mitigate tasks.
- 10. **Intellectual Property.** All Intellectual Property used in the implementation of this Agreement shall remain the property of the party that provided it. Each party hereby grants to the other party a non-exclusive, non-transferable, royalty-free license to use its Intellectual Property created under this Agreement to further the relationship established in this Agreement. Such property can be used by either party solely for purposes covered by this Agreement. Such license shall terminate automatically, without further action by any person, upon termination of this Agreement under Section 12 hereof, and all Intellectual Property shall be returned to its owner. "Intellectual Property" includes, without limitation, any know-how, processes, trademarks, service marks, copyrights, computer software, ideas, creations, writings, lectures, illustrations, photographs, video, improvements to all such property, and all recorded material defining, describing, or illustrating all such property, whether in hard copy or electronic form.
- 11. **Limitation of Liability.**
 - a. Neither party assumes any liability for the actions or omissions of the other party except as specifically provided in this Agreement.
 - b. Neither party shall be liable for consequential, special, incidental or indirect losses including,

without limitation, (i) loss of profits, revenue or goodwill; (ii) loss of business or (iii) loss of anticipated savings.

- c. Each party agrees to use all reasonable endeavors to mitigate any losses which it may suffer under or in connection with this Agreement (including in relation to any losses covered by an indemnity) and any amounts it seeks from the other party with respect to any such liability.
 - d. Consultant agrees to indemnify Client against all damages caused by Consultant's negligent performance of professional services, subject to subsection e below. Client agrees to indemnify Consultant against all damages caused by Client's negligent acts.
 - e. The rights and obligations of the parties related to indemnification and liability shall not be construed to create liability of Consultant for services, advice and action in concert with Client where strategies related to employment, the termination of employment or other employee discipline or denials of actions or grievances are undertaken in good faith and in pursuit of the Client's interests. The parties recognize that risks of claims and litigation are inherent in the context of employee management, and as such these risks are expressly assumed by Client. Consultant shall have no liability for any such activity, provided that Consultant is not guilty of malfeasance.
12. **Termination.** Either party may terminate this Agreement for any reason upon 14 business days written notice to the other party. Consultant will submit final invoices no later than 30 days after the termination of this Agreement. Company shall pay Consultant for any unpaid amounts earned and accrued hereunder through the date of termination. Following the termination or expiration of this Agreement, Consultant shall co-operate reasonably on a time and materials basis with Company in its, or another's efforts on Company's behalf, to complete any Services in progress as of the effective date of termination and to provide for an orderly transition provided that such support continues for no longer than 15 days from the effective date of termination.
13. **Available Remedies.** In the event of a breach or threatened breach by a party of paragraphs 5, 6 or 10 of this Agreement, the non-breaching party shall be entitled to a temporary restraining order and/or a permanent injunction restraining the breaching party from breaching the same. Nothing contained herein shall be construed as prohibiting the non-breaching party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the breaching party. In any dispute over the enforcement of a party's rights under this Agreement, each party shall be responsible for its own legal and other professional fees incurred in enforcing its rights under this Agreement.
14. **Surviving Terms.** Notwithstanding the termination or expiration of this Agreement, the terms of clause 6 (Confidential Information), 7 (Independent Contractor), 10 (Intellectual Property), 12 (Termination) shall remain binding on the parties unless each party is expressly released by the other party in writing.
15. **Miscellaneous.**
- a. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Michigan. The parties agree that any controversy, claim or dispute between the parties, directly or indirectly, concerning this Agreement or the breach thereof shall only be resolved in the courts of Oakland County, Michigan and the parties hereby submit to the exclusive jurisdiction of said courts.
 - b. **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the

same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

- c. No Construction Against Drafting Party. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement, and any uncertainty and ambiguity shall not be interpreted against any one party.
- d. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the matters contemplated by this Agreement, and supersedes any and all prior and/or contemporaneous written and/or oral agreements relating to such matters. This Agreement may not be modified except by written agreement signed by both parties.
- e. Counterparts; Electronic Signatures Valid. This Agreement may be executed in one or more counterparts, which may be delivered by facsimile or e-mail, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement. Electronic signatures shall have the same force and effect as a "wet" signature.
- f. Notices. Any notices required to be sent by a party under this Agreement shall be given in writing and shall be deemed to have been duly given if sent by registered prepaid post to the last known address of the other party. Any such notice shall be deemed to have been given two business days after mailing with the US Postal Service, registered mail postage prepaid or, in the case of a notice delivered personally, at the time of delivery.
- g. Representations/Warranties and Covenants. Each party represents, warrants and covenants to the other the following:
 - I. Each party has the full power and authority to enter into this Agreement without the consent or approval of any other person or entity; and
 - II. Each Party's execution, delivery and performance of this Agreement will not violate or cause a breach of any existing employment, consultant or any other agreement, covenant, promise or any other duties by which that party is bound, including confidentiality obligations or covenants not to compete.
- h. Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.
- i. Waivers. A waiver by Company or Consultant of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

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

The parties to this Agreement have duly executed and delivered this Agreement as of the Effective Date.

City of Inkster

Emery HR, LLC:

Signature

Print Name: _____

Title: _____

Address _____

Phone _____

Signature

Susan A Justice

President

755 W. Big Beaver Rd, Ste 2020

Troy, MI 48084

248-619-9500

Exhibit A

Scope of Services

INTRODUCTION: The City of Inkster has a need for immediate assistance in day to day operations in Human Resources, including but not limited to compliance, management of employee relations and policy adherence.

Immediate and Interim Services:

1. On-site Human Resource Manager –3 days per week for the first 6 weeks. The remaining time of the 40 hours per week will be remote with on call services. An evaluation will be completed at 6 weeks. An adjustment to fees or time may be made at that time.
2. Immediate assistance in all aspects of current human resources
3. Conduct a detailed compliance audit
4. Develop and execute a plan to carry out findings of the Discovery Interview.
5. Evaluate Structure of Human Resource Department and assist in hiring for permanent HR position
 - a. Create/update list of duties – job description
 - b. Strategize with Management on structure of department and positions
 - c. Assist in recruitment of position
 - d. Training of new candidate
 - e. Ongoing consulting

Areas of focus:

1. Compliance with State and Federal regulation requirements
 - a. Review and update Employment Policies/Employee Handbook
2. Hiring, Onboarding, Offboarding Procedures
 - a. Assist in recruitment and interviewing open positions
 - b. Create Interview and hiring process including forms & checklists
 - c. Onboarding process – timing, forms & checklists
 - d. Procedure and checklist for Exit Interviews
3. Administration/Training
 - a. Train the trainers - train administrative staff and management to ensure consistency and accuracy of the policy
 - b. Employee Communications - Creating a clear consistent constant communication/message to employees
4. Record Keeping
 - a. Develop procedure for employee filing and documentation
 - b. Create forms & checklists to assist in documentation
5. Unemployment Audit; Fees & Disputes

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Hereinafter "Agreement") dated as of _____ is made by and between **City of Inkster** (Hereinafter "Covered Entity") and **Emery HR, LLC** (Hereinafter "Business Associate").

ARTICLE 1 INTRODUCTION

1.1 This Agreement governs the terms and conditions under which Business Associate will access Protected Health Information belonging to patients of Covered Entity in performing services for, or on behalf of, Covered Entity. Specifically, this agreement governs the terms and conditions under which Business Associate will provide **Human Resource Consulting Services** - per contract(s) (Hereinafter, "Services").

1.2 Covered Entity and Business Associate intend to: (a) protect the privacy and provide for the security of Protected Health Information disclosed pursuant to this Agreement and (b) comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Public Law 111-5, and the regulations promulgated thereunder by the U.S. Department of Health & Human Services (Hereinafter, "HIPAA Regulations"), and other applicable federal and state laws.

ARTICLE 2 DEFINITIONS

2.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

2.2 For purposes of this Agreement:

2.2.1 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under Subpart E of 45 CFR Part 164 that compromises the security or privacy of the PHI (within the meaning of 45 CFR 164.402).

2.2.2 "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR 164.501.

2.2.3 "Electronic Protected Health Information" or "ePHI" means PHI that is transmitted by or maintained in electronic media as defined in 45 CFR 160.103.

2.2.4 "Individual" shall have the same meaning as the term "Individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

2.2.5 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E.

2.2.6 "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2.2.7 "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

2.2.8 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

2.2.9 "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in regulations or other guidance issued under Section 13402(h)(2) of HITECH.

ARTICLE 3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

3.1 Use and Disclosure. Not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

3.2 Appropriate Safeguards. Use appropriate physical, technical, and administrative safeguards (a) to prevent use or disclosure of PHI other than as permitted under this Agreement or as Required By Law and (b) to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

3.3 Assurances. Provide Covered Entity with written assurances that any PHI placed on any type of mobile media, including, but by no means limited to, lap top computers, Ipads and mobile phones, is encrypted in accordance with guidance issued by the Secretary.

3.4 Breach Reporting. Report in writing to Covered Entity within two (2) business days after discovery, any suspected or actual: (a) access, use or disclosure of PHI not permitted by this Agreement; (b) Breach of unsecured PHI in accordance with 45 CFR 164.410; (c) security breach or intrusion; (d) use or disclosure of PHI in violation of any applicable federal or state laws or regulations. Business Associate will implement a reasonable system for discovery of Breaches.

3.5 Mitigation. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

3.6 Agents and Subcontractors. Ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information.

3.7 Access to PHI. In the event that the Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access, within ten (10) days of a request by Covered Entity in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

3.8 Amendment of PHI. In the event that the Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health

Information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, within ten (10) days of receipt of a request from Covered Entity and in the time and manner designated by Covered Entity.

3.9 Document Disclosures. Document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3.10 Accounting of Disclosures. Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of PHI, provide to Covered Entity, in the time and manner designated by Covered Entity, information collected in accordance with Section 3.9, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3.11 Compliance with Applicable Requirements. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

3.12 Electronic Transactions. If Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate shall comply with the requirements under the Electronic Transaction Rule (as those terms are defined in the Security Rule).

3.13 Government Access. Make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. In the event such a request comes directly from the Secretary, Business Associate agrees to notify Covered Entity immediately of such request.

3.14 Inspection. Within ten (10) business days of a written request by Covered Entity, Business Associate and its agents or subcontractors, if any, shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (a) Business Associate and Covered Entity will mutually agree in advance upon the scope, location and timing of such an inspection, and (b) Covered Entity will protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection.

3.15 Identity Theft. Implementation of an Identity Theft Monitoring Policy and Procedure, to protect any patient information that may be breached by the Business Associate to the extent applicable under the Federal Trade Commission's Red Flag Rules.

3.16 HITECH Compliance. Business Associate shall:

3.16.1 not receive, directly or indirectly, any impermissible remuneration in exchange for PHI or ePHI, except as permitted by HITECH § 13405(d) or the HIPAA Regulations;

3.16.2 comply with the marketing and other restrictions applicable to business associates contained in HITECH § 13406 and the HIPAA Regulations;

3.16.3 to the extent required under HITECH § 13404, fully comply with the applicable requirements of 45 CFR 164.502(e)(2) for each use or disclosure of PHI;

3.16.4 to the extent required under HITECH § 13401, fully comply with 45 CFR 164.308, 164.310, 164.312, and 164.316;

3.16.5 to the extent required under HITECH §§ 13401 and 13404, comply with the additional privacy and security requirements that apply to covered entities in the same manner and to the same extent as Covered Entity is required to do so; and

3.16.6 to the extent required under the HIPAA Regulations, comply with the privacy and security requirements that apply to business associates.

3.17 State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that such state privacy laws are not preempted by HIPAA or HITECH. Without limiting the generality of the foregoing, all of Business Associate's uses and disclosures of PHI shall be consistent with: (a) the California Confidentiality of Medical Information Act ("CMIA"), Cal. Civ. Code Section 56 et seq.; and (b) Cal. Health and Safety Code Section 1280.15.

ARTICLE 4

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this Agreement:

4.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

4.2 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

ARTICLE 5

OBLIGATIONS OF COVERED ENTITY

5.1 Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

5.2 Permissible Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

ARTICLE 6 TERM AND TERMINATION

6.1 Term. The obligations set forth in this Agreement shall be effective as of the date the first Protected Health Information is released to Business Associate pursuant to this Agreement, and shall terminate only when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Article 6.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

ARTICLE 7 MISCELLANEOUS

7.1 Indemnification. Business Associate agrees to indemnify, defend, and hold harmless Covered Entity, its directors, officers, employees, contractors and agents, against, and in respect of, any and all claims, losses, expenses, costs, damages, obligations, penalties, and liabilities which Covered Entity may incur by reason of Business Associate's breach of or failure to perform any of its obligations pursuant to this Agreement. Further, Business Associate agrees to indemnify, defend, and hold harmless Covered Entity, its directors, officers, employees, contractors and agents, against all costs and expenses, including but not limited to, reasonable legal expenses, which are incurred by or on behalf of Business Associate in connection with the defense of such claims.

7.2 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, HITECH, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

7.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any subcontractors, employees, affiliates or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, HITECH, the HIPAA Regulations, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

7.4 Survival. The respective rights and obligations of Business Associate under this section shall survive the termination of this Agreement.

7.5 Ownership of Information. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Agreement or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

7.6 Right to Injunctive Relief. Business Associate expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this Agreement may cause Covered Entity to be irreparably harmed and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such breach, or threatened breach, Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to Covered Entity at law or in equity.

7.7 Regulatory References. A reference in this Agreement to a section in HIPAA, HITECH or the HIPAA Regulations means the section as in effect or as amended.

7.8 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Regulations.

7.9 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Regulations.

7.10 Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement will continue in effect.

7.11 California HIPAA Rule. Understand and Comply with California Senate Bill 541 and AB 211 to the extent applicable which requires health facilities, clinics, hospices and home health agencies to prevent unlawful or unauthorized access to, or use or disclosure of, a patient's medical information. This requirement creates a stricter standard than any currently in effect under existing state law or HIPAA because facilities are required under this bill to "prevent" unauthorized access, not merely to take reasonable steps to try to monitor and stop inappropriate access. SB 541 also authorizes administrative penalties on the facility of up to \$25,000 per patient per violation, and up to \$17,500 for each subsequent accessing, use or disclosure of that information, and increases existing penalties for violations that result in immediate jeopardy of patients.

Assembly Bill 211 requires that every health care provider implement specified safeguards to protect the privacy of a patient's medical information, and establishes an Office of Health Information Integrity (OHII) within the California Health and

Human Services Agency, which will assess and impose fines for violations of privacy laws. Penalties may be assessed: against any person or provider of health care, whether licensed or unlicensed up to \$250,000 as set forth in CMIA and requires referral from DPH for assessment of fines.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

COVERED ENTITY:

City of Inkster

By: _____

Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE:

Emery HR, LLC

By: _____

Name: _____

Title: _____

Date: _____

6. Organization
 - a. Review Job Descriptions
 - b. Confirm classifications (exempt, non-exempt, hourly)
7. High level HR Consultation & Advice (ongoing)
 - a. Expert guidance and regulatory compliance
 - b. Coordinate and manage above processes with internal team
 - c. Communication, consultation with management team

Fees:

\$1,650/week paid as 1099 vendor/contractor. Emery HR will invoice weekly. Note normal fee for generalist work is \$70/\$90 and \$125/\$140 per hour for consulting

Time Frame:

The contract is for 6 months with an evaluation at 6 weeks. Note monthly: bi-weekly reports will be provided to management.

Goal:

Emery HR's goal is to provide immediate relief to the pressing issues, maintain the ongoing needs of the HR department, and bring the City into compliance. We will also advise on ways the City may lower costs and create efficiencies.

Emery HR will diligently work on the needs outlined in the discovery report. Due to the nature of human resources the position, scope of work may evolve. There is not a guarantee all issues will be resolved within the time allotted in this contract, but we will strive to do so.

If there are any changes or adjustments needed to the scope of services, timeframe or fees, a new contract will be agreed upon and executed by both parties.