



INKSTER CITY COUNCIL

March 1, 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)

March 1, 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

5. Consent Agenda

A. February 15, 2021 Regular (Virtual) City Council Meeting Minutes. Pg. 1

6. Boards and Commissions

A. Update of current list of appointments to Boards & Commissions. Pg. 10

7. Previous Business

8. Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

1. A **Second Reading** and **Approval** of an amendment to Chapter 91 of the City of Inkster Code of Ordinances; Animals. Pg. 17

2. A **Second Reading** and **Approval** of an amendment to Chapter 136.30 of the City of Inkster Code of Ordinances; Drug Paraphernalia. Pg. 35

9. New Business

A. Discussion/Action: (Kaitlyn Hines) Consider approval of Special Land Use (SLU 20-27) for a proposed Drive Through and Carry Out Restaurant to be located on the north side of the street at 28724 Michigan Ave. just east of Springhill St, in the B-3, general business district. Carrie Rhoden is the applicant. Pg. 40

B. Discussion/Action: (Vijay Viruppanavar) As the previous WCA Assessing contract expired 10/31/2020, consider approval of WCA Assessing contract with effective dates of 11/01/2020 to 10/31/2023. Pg. 81

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

February 15, 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 15, 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 7:01 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 John Hearn

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 item "D" under New Business. Resolution 02-21-33COV - 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

Public Hearings

A. Public hearing on Chapter 91 of the City of Inkster Code of Ordinances; Animals.

- No Public Comments.

Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard to OPEN the public hearing on Chapter 91 of the City of Inkster Code of

Ordinances; Animals.

Resolution 02-21-34COV – Motion carried.

ROLL CALL VOTE:

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

Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard to CLOSE the public hearing on Chapter 91 of the City of Inkster Code of Ordinances; Animals

Resolution 02-21-35COV – Motion carried.

ROLL CALL VOTE:

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

- B. A Public hearing on Chapter 136.30 of the City of Inkster Code of Ordinances; Drug Paraphernalia.

- No Public Comments.

Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard to OPEN the public hearing on Chapter 136.30 of the City of Inkster Code of Ordinances; Drug Paraphernalia.

Resolution 02-21-36COV – Motion carried.

ROLL CALL VOTE:

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

Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Howard to CLOSE the public hearing on Chapter 136.30 of the City of Inkster Code of Ordinances; Drug Paraphernalia.

Resolution 02-21-37COV – Motion carried.

ROLL CALL VOTE:

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

Consent Agenda

- A. February 1, 2021 Regular (Virtual) City Council Meeting Minutes.
B. Allen Brother's and Attorney's PLLC Invoice \$31,715.15. **5% Discount \$30,429.40**

Moved by Mayor Pro-Tem Howard, Seconded by Councilmember Shaw
Resolution 02-21-38COV - 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 Mayor Pro-Tem Howard, Seconded by Councilmember Shaw
to appoint Vinola Williams to the Zoning Board of Appeals
Resolution 02-21-39COV - Motion carried.**

ROLL CALL VOTE:

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

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.

**Moved by Councilmember Williams, Seconded by Councilmember Shaw
to REMOVE FROM THE TABLE 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.**

to REMOVE FROM THE TABLE 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 REMOVE FROM THE TABLE 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.

to REMOVE FROM THE 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 02-21-40COV – 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

Moved by Councilmember Williams, Seconded by Councilmember Shaw to APPROVE 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. with the contingency of the checklist and receipts. Resolution 02-21-41COV – Motion carried.

ROLL CALL VOTE:

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

- 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.**

Moved by Councilmember Williams, Seconded by Councilmember Shaw to APPROVE 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. with the contingency of the checklist and receipts.

Resolution 02-21-42COV – Motion carried.

ROLL CALL VOTE:

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

- 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.

Moved by Councilmember Shaw, Seconded by Councilmember Williams to APPROVE 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. with the contingency of the checklist and receipts. Resolution 02-21-43COV- Motion carried.

ROLL CALL VOTE:

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

- 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 Shaw, Seconded by Councilmember Williams

to **APPROVE** 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 with the contingency of the checklist and receipts.
Resolution 02-21-44COV – Motion carried.

ROLL CALL VOTE:

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

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

B. Second Reading(s)

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.**

Moved by Councilmember Williams, Seconded by Councilmember Shaw to approve 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.
Resolution 02-21-45COV – 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: (WCA Assessing) Consideration and of the 2021 Poverty Exemption Application utilized for the Board of Review.**

Moved by Mayor Pro-Tem Howard, Seconded by Councilmember Washington to approve of the 2021 Poverty Exemption Application utilized for the Board of Review.
Resolution 02-21-46COV – Motion carried.

ROLL CALL VOTE:

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

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

**Moved by Mayor Pro-Tem Howard, Seconded by Councilmember Shaw
to approve of temporary agreement with Emery HR LLC. for 6 weeks of Human
Resources help.**

Resolution 02-21-47COV – Motion carried.

ROLL CALL VOTE:

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

- D. Discussion/Action: (City Council) Consideration and approval to receive the Parks and Recreation Commission letter for investigation as is.

**Moved by Councilmember Chisholm, Seconded by Councilmember Watley
To approve to receive the Parks and Recreation Commission letter for
Investigation as is.**

Resolution 02-21-48COV – 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

Public Participation

- **Denise Champagne** – Announced in conjunction with Wayne County that City of Inkster residents 65 and Older can contact (313) 563-4236 ext. 2383 to register for the City of Inkster COVID-19 vaccination on February 25, 2021. You must register.
- **Connie Mitchell** – Stated that the letter that was sent by the Parks and Recreation Commission was sent by her because she is the recording secretary. She said that a vote was taken by the Commissioners to forward the letter to City Council.
- **Gennifer Williams** – Announced Mother's Pantry would not be open on Wednesday February 17, 2021 due to inclement weather. She further stated that Operation Refuge is looking for nominations for hero's within the community he helped assist during the COVID-19 pandemic.
- **Charles Blackwell** – Stated Mayor Wimberly had on nice clothes however he should change those clothes for Wayne County Jail jumpsuit for corruption. He further stated that Councilman Chisholm is worried about Freedom of Information Act request when he should worry about paying his water bill.
- **Don Jones** -Asked when would COVID-19 inspections be had for field inspectors.
- **Kufinsa Mandesa** – Stated It is great that city residents are able to get the vaccine. He said that he is willing to always help the city. He stated he has a masters in Insurance risk.

- **Peggy Bishop** – Stated that letters of Good Standing are provided when land sales go thru her company. She stated the letters ask the potential buyer if they owe taxes, water or any money to the city and if they are in a payment arrangement with Wayne County. She further stated that when vacant lots are sold, her company asks the resident that lives next to the lot if they would like to purchase first.
- **Jerome Blivins** – Stated he has declared a Snow Emergency for the City of Inkster from Monday February 15, 2021 until Wednesday, February 17, 2021. He further announced that water filters would be given away on February 19, 2021 at the Recreation Complex from 11:00am until 2:00pm.
- **DaSalla Scott** - Greetings, Chief Riley; I'm Just Checking the Status Of My Investigation Case... Involving "Invasion Of Privacy", On A Public Official, Who Is Also A Tenant Of Inkster Public Housing...In The Case Of, My Confidential Inkster Housing (Tenant) Documents. That Were Stolen And Distributed Without My Knowledge And Consent. And Somehow Gotten Into The Hands Of IHC Resident Council Members And Past/Present Board Of Commissioners' Hands. And Given To (Mayor) Wimberly, Without Being Reported To HUD, Chief Riley Or Inkster Housing Commission. In addition, when Can I Expect A Police Report? And What's The Plan Of Action? I Need (Chief) Riley's Police Investigation Report, Before My (Tenant) Hearing With HUD And Participating (Outside) Housing Agency Board. **(Read into the record)**
- **Cornell Haynes** – My name is Cornell Haynes. Mayor Wimberly your BFF and Inkster Real Estate Developer Alphonso Wallace owes the City of Inkster over \$20,000 in delinquent taxes over multiple properties in Inkster. The addresses are 4036 Ash, 4329 Farnum and 28951 Hazelwood. Will you demand your best friend pay his money Mayor Wimberly? **(Read into the record)**

City Clerk

- No Comments.

City Treasurer

- Stated that there is a new charge of \$1.50 to make online payments. He stated this is a reduction in cost for online payments. He thanked Andrea and Tamica of Inkster Housing. He said they finished the audit for Inkster Housing six weeks earlier than expected. He said that forecast for city departments is still ongoing. He stated he is working on large grant reimbursements.

Mayor and Council

- **Councilwoman Watley** – Stated she has received a lot of calls stating that residents water bills have increased. She asked about the procedures and protocols for estimated bills and actual bills.
- **Councilman Williams** – Stated he is getting his appointments ready for the Parks and Recreation Commission and the Youth Parks and Recreation Commission.
- **Councilman Shaw** – Stated that the State of Michigan is offering a program to persons twenty five years of age and older to attend college and or skill trade school tuition free. He stated the website to inquire about information is michigan.gov/reconnect. He stated that the City of Inkster is hiring for the Human Resources position and at the Department of Public Works. He lastly stated that Police presence is needed on Harrison, Magnolia and Oakwood.
- **Councilmember Chisholm** – Stated that the Inkster Chamber of Commerce will be hosting their virtual annual mixer on March 23, 2021 at 6:00pm. He stated that Charles Blackwell has asked for his cell phone records, emails and water bill. He read a post that he placed on Instagram that Charles Blackwell has been following him. He further stated that Charles Blackwell has an estimated amount of \$88,000 in his GoFundMe account with a goal of \$250,000.

- **Councilwoman Washington** – Stated she has secured two hundred and fifty (250) passes to the Charles H Wright Museum for Black History month. She said she will make public how she plans to disburse the tickets.
- **Mayor Pro-Tem Howard** – Asked when the budget amendment would be completed. She said they normally brought to city council by January. She further asked about the budget to actuals for January. She said she had questions about revenues and expenditures.
- **Mayor Wimberly** – Stated that Charles Blackwell has donated money upwards of \$600.00 to the Inkster football team. He stated it is a slap in the face and persons are applauding his efforts. He stated he had an opportunity to meet with the new Wayne County Sheriff. He thanked County Executive, Warren Evans for the ten thousand (10,000) mask that were provided to the City of Inkster. He announced the State of the City would be held on March 10, 2021 and would be a virtual event. He asked City Council members to get provide a two minute video of something that has been done in their district. He lastly stated he would be doing a walk thru with the Parks and Recreation Commissioners at the Recreation Complex so that they can discuss how the eight hundred thousand dollars (\$800,000.00) will be spent and the new vision of the recreation complex. He said a Snow Emergency had been declared by the Department of Public Works.

CLOSED SESSION

**Moved by Councilmember Williams, Seconded by Councilmember Chisholm to go into closed session 9:27p.m. to discuss pending litigation.
(Blackwell, Clark, NO DISCUSSION ON ALEX LEGION)**

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 9:41p.m.

Adjournment

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

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

The Regular Virtual City Council meeting of Monday, February 15, 2021 was adjourned at 9:46p.m.



Felicia Rutledge, City Clerk

City of Inkster

March 1, 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.

Tenure

- (Ex-Officio Member)

Rochelle Wells

Exp. 07/20/22

Rosie 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

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Vacant

Vacant

Vacant

Vacant

March 1, 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 Michelinl 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

March 1, 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 Michellini		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 Theis		Exp. 12/17/22
Angela Dodson		Exp. 02/19/22
Barbara Cooper		Exp. 10/7/23
Octavia Smith		Exp. 10/21/23
Sonja Jennings		Exp. 11/4/23
Randa Davis		Exp. 11/4/23
Mai Oghonaya		Exp. 07/20/19-Expired
Winston Wade		Exp. 07/17/21
Rerhi Onomake (Treasurer)		Exp. 3/16/19-Expired
Uche Ndubuisi		Exp. 7/20/19-Expired
Clarence Oden		Exp. 7/1/23

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

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

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Bishop Walter Starghill, Jr.		Exp. 06/07/16-Expired
Octavia Smith		Exp. 10/21/25
Angela Dotson		Exp. 10/21/25
Deborah Walker		Exp. 06/07/16-Expired
Mary Weislo		Exp. 03/07/17-Expired
Cassandra Leonard		Exp. 06/07/16-Expired
Herbert Johnson		Exp. 06/07/16-Expired
Dennis Weislo		Exp. 06/07/19-Expired
Charmaine Kennedy		Exp. 01/17/23
Connie R. Mitchell		Exp. 02/08/23

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)

March 1, 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. Ajetunmbi

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

March 1, 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. 02/15/24
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
Denise Champagne, Community Appointee

Exp. Tenure - (Tenure is up)
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 Weislow (Treasurer)		Exp. 06/06/22

March 1, 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

Tonia 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: February 23, 2021

From: David W. Jones, City Attorney Date for Council's Consideration: March 1, 2021

ACTION REQUESTED: Consider authorizing the amendment to Animal Ordinance

Current Action ☒ X ☐ 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 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 ~~these~~ 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 food 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

**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

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: February 23, 2021

From: David W. Jones, City Attorney Date for Council's Consideration: March 1, 2021

ACTION REQUESTED: Consider authorizing amending the Drug and Paraphernalia Ordinance

Current Action X Emergency _____ Future _____

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

Mayor's Approval

BACKGROUND:

The Michigan Department of Health and Human Service (MDHHS) adopted a Syringe Service Program (SSP) in 2017 to help reduce overdose deaths and the spread of disease through a needle swap. As this program expands, the Michigan Legislature has amended the Drug and Paraphernalia Statute to allow exceptions for state and/or local government agencies or persons allowed by state and/or local government agencies to distribute clean hypodermic syringes, needles, and other paraphernalia described pursuant to MCL 333.7451 and MCL 333.7455.

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.” However, provisions of an ordinance must be consistent with state law. In the instance that local law conflicts with state law, the Michigan Supreme Court has ruled that state law preempts local law. Therefore, it is well within the council’s power and authority to amend the Drug and Paraphernalia Ordinance to be analogous with the current best practices consistent with the relevant state statute.

SCOPE OF SERVICES:

To amend the current Drug and Paraphernalia Ordinance to be analogous with the relevant Michigan Statute.

JUSTIFICATION:

To comply with the Michigan Legislation and help aid the MDHHS's Syringe Service Program

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 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.

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: February 23, 2021

**From: Kaitlyn Hines
Planning Director.**

Date for Council Consideration: March 1, 2021

ACTION REQUESTED: Consider approval of Special Land Use (SLU 20-27) for a proposed Drive Through and Carry Out Restaurant to be located on the north side of the street at 28724 Michigan Ave. just east of Springhill St, in the B-3, general business district. Carrie Rhoden is the applicant.

Current Action X Emergency Future

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

Mayor's Approval _____

BACKGROUND INFORMATION

On Monday, February 22, 2021 the Planning Commission reviewed and recommended for approval SLU 20-27, Carry Out and Drive Through, which would be located in an existing building (28724 Michigan Ave, old Catfish Corner), located on the north side of the street at 28724 Michigan Ave just east of Springhill St in the B-3, General Business District. The associated Site Plan (SP 20-28) was approved without conditions. City Staff recommended approval of SLU 20-27, and SP 20-28. Carrie Rhoden is the applicant. Draft meeting minutes are attached.

The site plans state that the site is 0.116 acres with an existing 964sqft building and a small parking lot. The applicant is proposing to add an 430sqft addition to the rear of the building along with a drive through. Ms. Rhoden has purchased the lots directly behind the building in order to build a 6ft masonry wall to screen the drive through area from the existing single family homes. The City has agreed to pave the abandoned ally directly behind the building so that there will be better access to the site from Springhill. This work will be done along with the other road improvements that will be happening this year.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The Planning Director letter dated December 8, 2020 recommends that Planning Commission recommend approval of the Special Land Use because the proposed use is compatible with the Zoning Ordinance, Master Plan, and surrounding uses. Additionally, it would foster economic development within the City of Inkster by bringing an existing vacant site into economic use.

Site maps and plans are attached for review. A full copy of the site plan is available for review in the Planning Department upon request.

PROJECT OR IMPROVEMENT TASKS

1. Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster.

COSTS

All costs are incurred by the petitioner.

PROJECT TIME TABLE

If approved by City Council, Final Site Plan approval will be sought and then the applicant will seek a Certificate of Occupancy form the Building Dept. In order to begin operation.

RESOLUTION

Resolved by _____

Seconded by _____

Approval of Special Land Use (SLU 20-27) for a proposed Drive Through and Carry Out Restaurant to be located on the north side of the street at 28724 Michigan Ave. just east of Springhill St, in the B-3, general business district. Carrie Rhoden is the applicant.

Yes:

No:

Absent:

P42



EXISTING WEST ELEVATION
NO SCALE



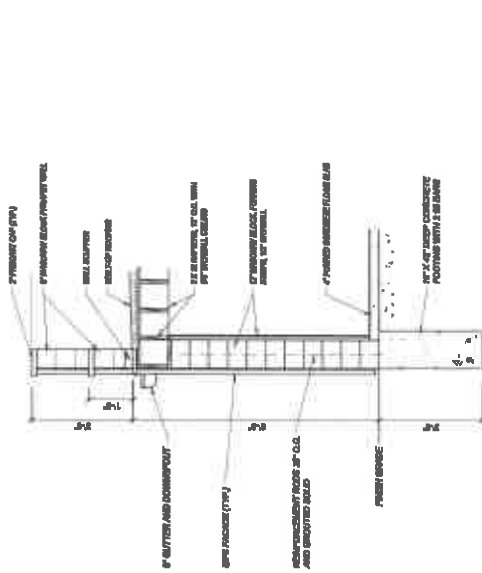
EXISTING SOUTH ELEVATION
NO SCALE



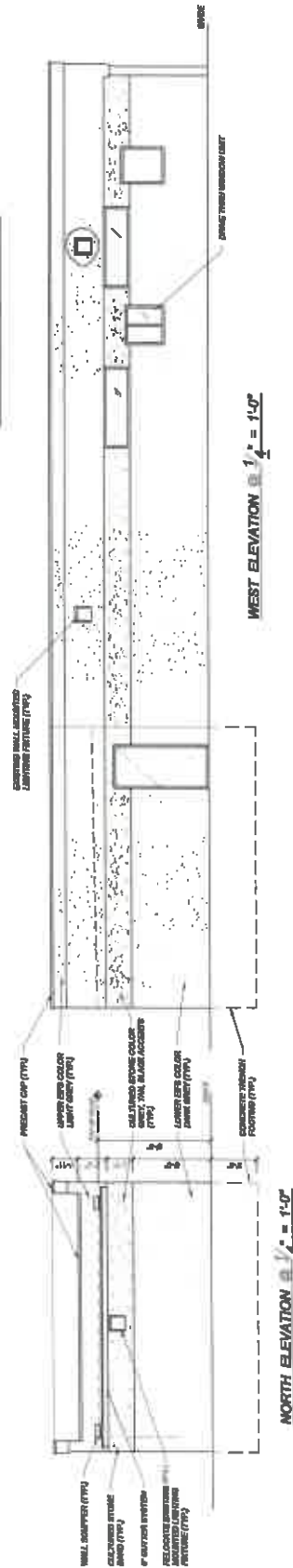
EXISTING EAST ELEVATION
⑩ NO SCALE

NOTE:

**EASTING BUILDING WILL HAVE A COMPLETE
MAJOR RENOVATION WITH NEW ROOF AND
BLOCK PAVED DRIVE WITH BLUE GRASS
AND ON THE EAST AND WEST ENDINGS.**

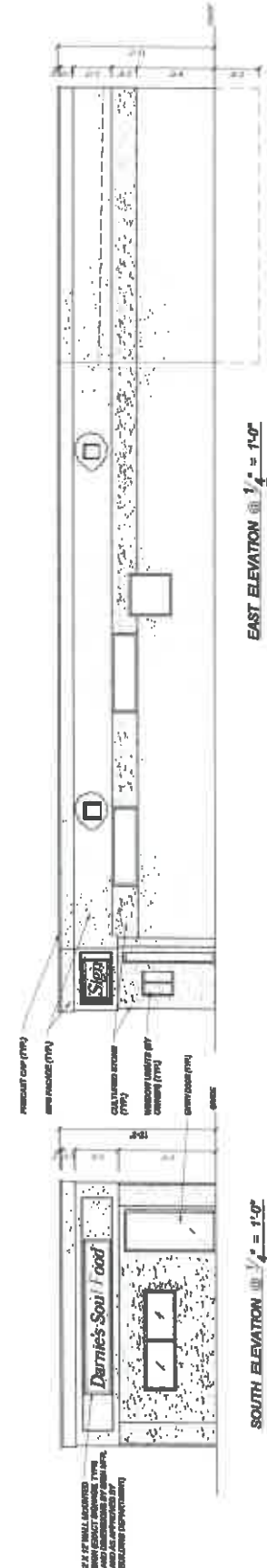


WALL SECTION @ 1/2" = 1'-0"



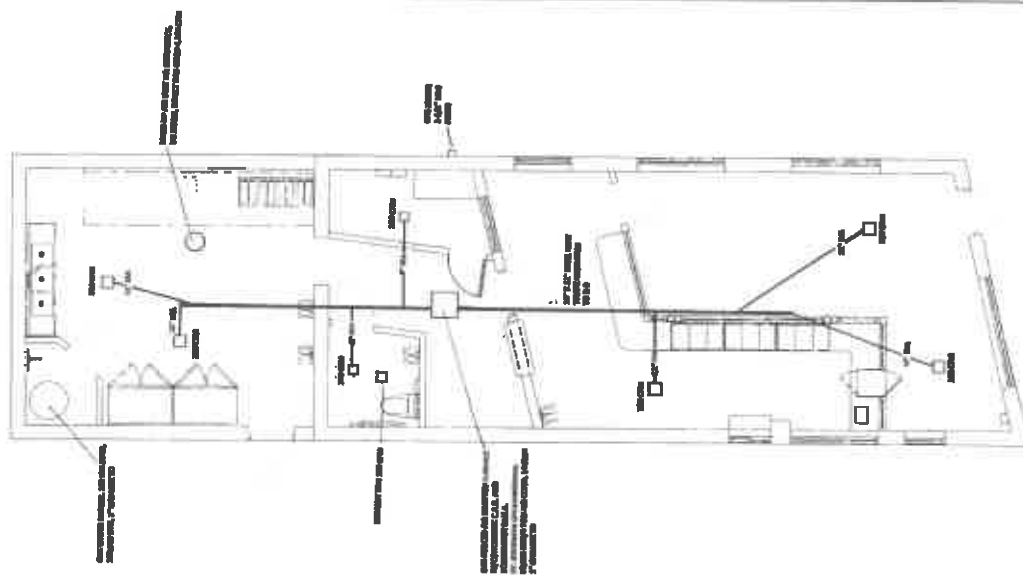
WEST ELEVATION $\frac{1}{4}'' = 1'-0''$

NORTH ELEVATION @ 1/4" = 1'-0"



SOUTH ELEVATION $\frac{1}{4}'' = 1'-0''$

EAST ELEVATION $\frac{1}{4}'' = 1'-0''$



STUDY PLAN SCHEDULE

DATE _____ **TIME** _____ **PAGE** _____

VENTILATION SCHEDULES

[illegible]

**CITY OF INKSTER
PLANNING COMMISSION
MINUTES**

A regular meeting was held on **Monday, February 22, 2021**, virtually via ZOOM.

A quorum was reached. Chairman Chisholm called the meeting to order at 6:40 p.m.

I. ROLL CALL

Present: Participating Virtually - Chairman Chisholm (Inkster), Cain (Inkster), Ratliff (Inkster), Vice Chair Williams (Oak Park), Secretary Faison (Inkster), Daniels (Inkster, 6:45), Wimberly (Inkster)
Absent: Willis, Davis

Others in attendance: Kaitlyn Hines, Planner
David Allen, Applicants consultant
Carrie Rhoden, Applicant
Sandra Watley, City Council

Public in attendance: Charles Blackwell, Monica Miller, Connie Mitchell, Shirley Hinkerson

II. ADOPTION OF AGENDA

MOVED by Wimberly, seconded by Faison to Adopt the Agenda with amendment. **MOTION CARRIED unanimously.**

III. ADOPTION OF MINUTES

A. Adoption of February 8, 2021 minutes

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

IV. PUBLIC HEARINGS

A. Case #s 20-27 (SLU) 20-28 (SP) Carry Out and Drive Through
Public Hearing to review and consider approval of a special land use and site plan for a proposed Carry Out and Drive Through Restaurant in the B-3, General Business District at 28724 Michigan Avenue. Carrie Rhoden is the applicant for Darnie's Soul Food.

MOVED by Ratliff, seconded by Daniels to open the public hearing for Case # 20-27 (SLU) 20-28 (SP) Drive Through and Carry Out. **MOTION CARRIED unanimously.**

Commissioner Concerns:

1. Secretary Faison asked what the applicants vision for the business was and how they will handle the signage for the wayfinding of the drive through. Ms. Rhoden responded that she wants to bring Inkster back to what it used to be and that she is in the process of purchasing the land next door to help with signage for wayfinding.
2. Commissioner Daniels asked if this was her first business and if she owes any money to the City. MS. Rhoden responded that she does not and that this is not her first business, but it is her first restaurant. Ms. Daniels then asked what the capacity of the location will be and if they will have a restroom. Mr. Allen responded that the building capacity is 10 people, but there is no sit down portion of the restaurant, so a public restroom will not be provided.

Public Comment:

1. Ms. Hinkerson asked what is meant by soul food and what the vision for the restaurant is. Ms. Rhoden responded that it will be comfort food such as mac and cheese, turkey, baked beans, and black eyed peas, but healthy options as well.
2. Sandra Watley asked if the police have assessed if there would be any issues with turning out on to Michigan Ave, and if it would impact traffic. Ms. Hines noted that the police did not raise any issue on the location and that it had previously been a restaurant.

MOVED by Ratliff, seconded by Williams to close the public hearing for case #20-27 (SLU) 20-28 (SP) Carry Out and Drive Through. **MOTION CARRIED unanimously.**

MOVED by Ratliff, seconded by Wimberly to recommend approval of case #20-27 (SLU) Carry Out and Drive Through. **MOTION CARRIED unanimously.**

MOVED by Ratliff, seconded by Daniels to approve case #20-28 (SP) Carry Out and Drive Through. **MOTION CARRIED unanimously.**

V. OLD BUSINESS

NONE.

VII. NEW BUSINESS

- A. **Case # 20-28 (SP) – Consideration of a Parking Waiver**
Planning Commission to review and consider approval of a parking waiver for a proposed drive through and carry out restaurant (SP 20-28) in the B-3, General Business District at 28724 Michigan Ave. Carrie Rhoden, is the applicant.

MOVED by Ratliff, seconded by Wimberly to approve case #20-28 (SP) Carry Out and Drive Through Parking Waiver. **MOTION CARRIED unanimously.**

VIII. MISCELLANEOUS

A. **Inkster Equitable Development Presentation**

- a. Secretary Faison gave a presentation on equitable development tools the City could look into developing. Commissioner Cain agreed that we should continue this conversation.

B. Training opportunities:

- a. Chair Chisholm reminded the commissioners about the training opportunities through MAP.

C. Public Comments:

- a. Monica Miller asked the applicant if the food would be authentic. Ms. Rhoden said that it would be as they are family recipes.
- b. Charles Blackwell commented that Councilman Chisholm and Patrick Wimberly were disrespectful to him because they aired out his private information and they Mayor Wimberly's birthday is coming up and he will need a get out of jail free card instead of birthday card because of the Alex Legion case.

VIII. ADJOURNMENT – 7:40 pm

MOVED by Faison, seconded by Williams to adjourn the Planning Commission meeting held on February 22, 2021. **MOTION CARRIED unanimously.**

Respectfully submitted,

Steven Chisholm, Chairman

Kimberly Faison, Secretary

Kaitlyn Hines, Planning Director

**CITY OF INKSTER
PLANNING DIVISION
26215 TROWBRIDGE
INKSTER, MI 48141
313.563.9760/313.563.6488 (fax)**

**PLANNING COMMISSION
Monday, February 22, 2021
6:30 p.m.
Via Virtual Remote Electronic Access**

**MEETING AGENDA
Open to the Public**

- I. ROLL CALL
- II. ADOPTION OF AGENDA
- III. ADOPTION OF MINUTES
 - A. Adoption of February 8, 2021 minutes
- IV. PUBLIC HEARING
 - A. **Case #s 20-27 (SLU) 20-28 (SP) Carry Out and Drive Through**
Public Hearing to review and consider approval of a special land use and site plan for a proposed Carry Out and Drive Through Restaurant in the B-3, General Business District at 28724 Michigan Avenue. Carrie Rhoden is the applicant for Darnie's Soul Food.
 - B. **Case #s 20-16 (SLU) 20-17 (SP) Carry Out**
Public Hearing to review and consider approval of a special land use and site plan for a proposed Carry Out Restaurant in the B-2, Thoroughfare Mixed Use District at 27353 Cherry Hill. Edward Davis II is the applicant for Cajun Boiling Crab.
- V. OLD BUSINESS
 - NONE.
- VI. NEW BUSINESS
 - A. **Case # 20-28 (SP) – Consideration of a Parking Waiver**
Planning Commission to review and consider approval of a parking waiver for a proposed drive through and carry out restaurant (SP 20-28) in the B-3, General Business District at 28724 Michigan Ave. Carrie Rhoden, is the applicant.
- VII. MISCELLANEOUS
 - A. **Inkster Equitable Development Presentation**

VIII. ADJOURNMENT

ITEM III.A

February 8, 2021 Planning Commission Minutes

**CITY OF INKSTER
PLANNING COMMISSION
MINUTES**

A regular meeting was held on **Monday, February 8, 2021**, virtually via ZOOM.

A quorum was reached. Chairman Chisholm called the meeting to order at 6:36 p.m.

I. ROLL CALL

Present: Participating Virtually - Chairman Chisholm (Inkster), Cain (Inkster), Davis (Inkster, 6:45), Willis (Inkster, 6:45), Ratliff (Inkster), Vice Chair Williams (Southfield), Secretary Falson (Inkster), Daniels (Inkster), Wimberly (Inkster)
Absent: NONE.

Others in attendance: Kaitlyn Hines, Planner
Tracy Jennings, Director of Special Projects
Sandra Watley, Councilperson
Mike Boggio, Applicants representative

Public in attendance: Charles Blackwell

II. ADOPTION OF AGENDA

MOVED by Daniels, seconded by Ratliff to Adopt the Agenda. **MOTION CARRIED unanimously.**

III. ADOPTION OF MINUTES

A. Adoption of January 11, 2021 minutes

MOVED by Daniels, seconded by Williams to Adopt the Minutes. **MOTION CARRIED unanimously.**

IV. PUBLIC HEARINGS

NONE.

V. OLD BUSINESS

Commissioner Concerns:

1. Commissioner Davis asked when the facility will begin operation. Mr. Kato said they would like to open as soon as possible.

MOVED by Davis, seconded by Wimberly to approve an extension of six months for case #19-03 (SP) Southern Medical Marijuana Cultivation and Processing. **MOTION CARRIED unanimously.**

VII. NEW BUSINESS

A. Case # 21-03 (SP) –27445 Michigan Ave ATM

Consideration to approve a Preliminary Site Plan for a Drive Through ATM in the TCD, Town Center District at 27445 Michigan Ave. Michael Boggio Jr., on behalf of Flagstar Bank, is the applicant.

Commissioner Concerns:

1. Commissioner Davis noted that there was an ATM in the center before that was at another location and asked why they decided on the new location. Mr. Boggio replied that this location has good exposure and will be easier to maneuver, noting that there are 6 proposed stacking spaces, when they usually only have 3.
2. Secretary Faison asked if there is any additional signage planned and if there will be security cameras. Mr. Boggio responded that the only signage would be what is on the ATM and that all ATMs are fitted with security cameras. Police had no comment on the ATM.

MOVED by Davis, seconded by Willis to approve case #21-03 (SP) 27445 Michigan Ave ATM. **MOTION CARRIED unanimously.**

B. Case # 21-03 (SP) – Consideration of a Parking Waiver

Planning Commission to review and consider approval of a parking waiver for an existing Shopping Center (SP 21-03) in the TCD, Town Center District at 27445 Michigan Ave. Michael Boggio Jr., on behalf of Flagstar Bank, is the applicant.

Commissioner Concerns:

1. Secretary Faison asked if the waiver was supported by the Planner. Ms. Hines said yes, the facility seems to be over parked.

MOVED by Ratliff, seconded by Daniels to approve case #21-03 (SP) 27445 Michigan Ave ATM Parking Waiver. **MOTION CARRIED unanimously.**

VIII. MISCELLANEOUS

1. The Inkster Equitable Development Presentation will be held at a later meeting.

Public Comment:

2. Email Correspondence: "My name is Darlene Jones. I have concerns about the fitness for several members to continue serving on the planning commission in light of their financial delinquencies to the City of Inkster.

Commissioner Steven Chisholm's water bill last month was \$560 and despite this he only paid a partial payment of \$150 and still owes the City \$410.

Commissioner Tonia Williams owes over \$10,000 in delinquent taxes to Inkster since 2017.

Mayor Patrick Wimberly owes over \$4,000 in delinquent taxes and water bills.

City of Inkster accepts cash, check, money orders, and credit card. How would you all like to pay up ?"

3. Mr. Charles Blackwell commented that he would like the City to allow for residents to use video so that they can see the screen when something is being shown, and that Commissioner Davis and Jerome Bivins deal for the car that was sold to Mr. Davis was in poor taste as that car was salvageable.

VIII. ADJOURNMENT – 7:09 pm

MOVED by Daniels, seconded by Davis to adjourn the Planning Commission meeting held on February 8, 2021. **MOTION CARRIED unanimously.**

Respectfully submitted,

Steven Chisholm, Chairman

Kimberly Faison, Secretary

Kaitlyn Hines, Planning Director

ITEM IV.A
Public Hearing

Case # 20-27(SLU) 20-28 (SP) – 28724
Michigan Ave Drive Through



December 8, 2020

Inkster Planning Commission
City of Inkster
26215 Trowbridge
Inkster MI, 48141

Subject: SP 20-28 Carry Out – Darnie's Soul Food
Location: 28724 Michigan Ave
Zoning: B-3, General Business District
Applicant(s): Carrie Rhoden

The City of Inkster Planning Department has reviewed the above-referenced Site Plan application, and offers the following comments and findings for your consideration. This review is based on the site plan dated November 18, 2020 and submitted on November 20, 2020 to rehabilitate and expand a 965 square foot existing building.

SITE DESCRIPTION

The site is 0.116 acres and is located on the north side of the street at 28724 Michigan Ave. just east of Springhill St. The site is currently split between three lots which will need to be combined. The site contains a 965 square foot and a parking area. The applicant is proposing to add on 430sqft to the current structure. The site is located in the B-3, General Business District. Carry-out restaurants are a Special Land Use in this district.

The following chart provides information on existing land use, current zoning, and future land use.

	Land Use	Current Zoning	Future Land Use Designation
Subject Site	Carry-out/Drive Through	B-3, General Business District	Regional Commercial
North	Vacant Lot	R1-B, One Family Residential District	Regional Commercial
South	Motel	B-3, General Business District	Regional Commercial
East	Vacant Lot	B-3, General Business District	Regional Commercial
West	Vacant Lot	B-3, General Business District	Regional Commercial

EXHIBIT A: AERIAL VIEW OF SITE



REVIEW COMMENTS

1. **Zoning and Use (§155.046).** The site is in the B-3, General Business District and is bordered by sites in the B-3, General Business District to the east, west, and south, and R-1B, One-Family Residential District to the north. "Carry-Out Restaurants" are a special land use in the B-3 district subject to compliance with the schedule of regulations listed in §155.061, the site plan approval standards listed in §155.287, and the special land use standards listed in §155.289 and §155.130 of the Zoning Ordinance.

The B-3 district requires setbacks, lot size, lot coverage, and height as follows:

Setbacks	Required	Proposed
Front Setback	None.	Existing, complies.
Rear Setback	Off-street loading space shall be provided in the rear yard, and shall be provided in addition to any required off-street parking area.	Existing, complies.
Side Yard Setback (Both)	No side yards are required along interior side lot lines within the district, except as required in the building code; provided that if walls of structures facing such interior side lot lines contain window or door penetrations, such side yard shall not be less than ten feet.	Existing, complies.
Side Yard Setback (One)	No side yards are required along interior side lot lines within the district, except as required in the building code; provided that if walls of structures facing such interior side lot lines contain window or door penetrations, such side yard shall not be less than ten feet.	Existing, complies.

Lot Size	Dimensions must permit parking and landscaping.	Existing, complies.
Lot Coverage	Based on off-street parking, loading, greenbelt screening, and setbacks.	Existing, complies.
Height	12 feet	Existing, complies.

2. **Architectural Features (§155.072).** The applicant has provided exterior elevations; showing proposed conditions. The building is currently white and blue painted brick. The proposed elevations show cultured stone accents with light grey on the top third of the building and dark grey on the bottom section. The currently boarded front window will also be re-opened.
3. **Site Design and Landscaping (§155.073).** Pursuant to §155.073, a landscape plan must be provided. The subject site contains no existing landscaping, and none is proposed.
 - a. **Irrigation (§155.073(D)(12)).** To assist in maintaining plant materials in a healthy condition, all landscaped areas (including lawns) shall be provided with an automatic underground or drip irrigation system. A note on the site plans indicates that a drip irrigation system will be installed.
 - b. **Right-of-way Landscaping (§155.073(D)(13)).** The Carry Out restaurant only has about 62' of frontage, along with an approximate curb cut of 30', equaling 32' of frontage, so no Right-of-Way landscaping is required.
4. **Walls (§155.074).** There is a proposed 6' masonry wall, painted dark grey, screening the property from the residential properties to the north.
5. **Waste Receptacle (Dumpster) or Storage Screening (§155.075).** A 8'x8'x6 dark grey masonry enclosure is proposed, with a dark grey painted wood gate.
6. **Exterior Lighting and Security Cameras (§155.076).**
 - a. **Exterior Lighting (§155.076(A)).** There is no new lighting proposed.
 - b. **Security Cameras (§155.076(B)).** For all non-residential commercial and business properties, security cameras shall be installed, maintained and approved by the City Police Chief. All security cameras shall be high-definition with a minimum resolution of 1080p and night vision with at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company. Security cameras shall be placed to cover the entire site and placement shall be approved by the City Police Chief.
7. **Off-street Parking and Circulation (§155.077).** The parking requirement for carry out restaurants is one space per 100 feet of gross floor area and therefore requires 14 spaces, 6 are provided. Planning staff supports a waiver from the planning commission due to the proximity to a scheduled transit stop.
8. **Accessible Parking (§155.078).** Based on 14 off-street parking spaces, one van-accessible space is required and provided.
9. **Off-street Loading and Unloading (§155.079).** Since the building is under 2,000sqft, no loading space is required.

10. **Signs (§155.251).** The site plans indicate one 2'x12' wall mounted sign on the front of the building.

11. Comments from Other Departments. All applicable City departments and consultants should review the site plan and identify any remaining issues.

RECOMMENDATION

Planning Staff believes the proposed site plan substantially complies with the Zoning Ordinance requirements and recommends approval of the site plan subject to the following conditions:

1. **Lot Combination.** All lots must be combined.
2. **Security.** The location of security cameras must be reviewed and approved by the Chief of Police.
3. **Parking Waiver.** Planning commission approves a parking waiver for 8 spaces.
4. **Comments from other departments.**

If you have any questions, please don't hesitate to contact me.

Thank you,



Kaitlyn Hines

Planning Director



December 8, 2020

Planning Commission
City of Inkster
26215 Trowbridge
Inkster MI, 48141

Subject: SLU 20-27 SP 20-28 Carry Out – Darnle's Soul Food
Location: 28724 Michigan Ave
Zoning: B-3, General Business District
Applicant(s): Carrie Rhoden

The City of Inkster Planning Department has reviewed the above-referenced Site Plan application, and offers the following comments and findings for your consideration. This review is based on the site plan dated October 12, 2020 and submitted on October 12, 2020 to rehabilitate and expand a 965 square foot existing building.

SITE DESCRIPTION

The site is 0.116 acres and is located on the north side of the street at 28724 Michigan Ave. just east of Springhill St. The site is currently split between three lots which will need to be combined. The site contains a 965 square foot and a parking area. The applicant is proposing to add on 430sqft to the current structure. The site is located in the B-3, General Business District. Carry-out restaurants are a Special Land Use in this district.

REVIEW OF SPECIAL LAND USE (\$155,289)

The following standards are applicable to all SLU applications.

- 1. Will be harmonious and in accordance with the goals, policies, and actions of the Master Plan.**
The site is planned for Regional Commercial land uses. Regional Commercial is intended to allow for a wide variety of retail and commercial uses that services Inkster and the surrounding communities. Regional Commercial acts as a buffer around the downtown Town Center District. This category allows new development that is compatible with and contributes to the character of Michigan Avenue through use of appropriate building materials, architectural detail, color range, massing, lighting, and landscaping criteria to soften the visual impact of commercial building sites and parking areas, and to accentuate the relationship to streets and pedestrian ways. The proposed use is for a carry out soul food restaurant, which would redevelop a long abandoned building. *This finding is met.*
- 2. Will be designed, constructed, operated, and maintained so as to be visually and physically harmonious and appropriate in appearance with the existing or intended character of the general vicinity and not change the essential scale and character of the area. This finding is met.**
- 3. Will be a visual, physical, and economic improvement in relation to the property in the immediate vicinity and to the city as a whole. This finding is met.**

- 4. Will be served adequately by essential public services and facilities or that the persons responsible for the establishment of the proposed use will adequately provide any such service or facility.** The capacity of the City's infrastructure and services appears to be sufficient to accommodate the business; however, Planning will defer to Fire, Police, DPS, and Engineering on making these findings.
- 5. Will not detract from the desirability and orderly function of residential or business uses.** Discretion shall be given to the impact of the proposed use upon existing uses which may relate to the traffic generation, sound, artificial lighting, odors, emission of exhaust gases, pedestrian traffic, hours and days of operation, creation of a public or private nuisance, opportunity for crime or criminal activity, congregation of individuals for purposes other than intended by the proposed use, and similar factors generated by the proposed use. The factors stated herein are not intended as a limitation upon the possible considerations and are by way of example only. *This finding is met.*
- 6. Will not erode or reduce the economic viability of other existing land uses.** Consideration shall be given to the compatibility of other existing uses with the proposed use and maintaining land values within the City. The proposed Carry Out restaurant would have a positive economic impact on the area by filling in a vacant store front. *This finding is met.*
- 7. Will not impose additional service demands upon the City or its anticipated future resources.** Carry-out food service should not increase service demands upon the City. *This finding is met.*
- 8. Will further and enhance the health, safety, welfare, morals, character, comfort, convenience, and policies of the City, will not create excessive additional public costs or be detrimental to the economic welfare of the City.** *This finding is met.*
- 9. Will be consistent with the intent and purposes of this Zoning Code, and comply with all the specific standards as established for said use by the Ordinance.** *This finding is met.*

§ 155.130 CARRY-OUT, FAST-FOOD, DRIVE-THROUGH OR DRIVE-IN RESTAURANTS.

- 1. No drive-in, fast food, or carry-out restaurant, as measured from the nearest property line shall be located within 500 feet from an elementary, junior or senior high school or from a public park.** *This finding is met.*
- 2. Businesses adjacent to or integrated in a shopping center or cluster of commercial facilities shall use the common access with other business establishments in that center.** *This finding is met.*
- 3. The entire parking area shall be paved with a permanent surface of concrete or asphalt and shall be graded and drained in accordance with city engineering standards. Any unpaved area on the site shall be landscaped with lawn or other horticultural materials, maintained in a neat and orderly fashion at all times and separated from the paved parking or driveway area by a raised curb or other equivalent barrier.** *This finding is met.*

- 4. Concrete curbing, six inches in height, shall be properly placed and maintained along or parallel to all property lines, except where bumper guards are required and except across an approved driveway, so as to prevent vehicular encroachment onto or over the public right-of-way and to prevent vehicular encroachment onto or over the adjoining property, or vehicular damage to the adjoining buildings. *This finding is conditionally met.***
- 5. Food consumption upon the premises outside the fast-food and carry-out restaurant building shall be prohibited unless permanent outside facilities are provided. The premises shall be properly posted with signs stating that the consumption of foods, frozen desserts or beverages within vehicles parked upon the premises is unlawful and that violators are subject to fines as prescribed by law. A minimum of two such signs shall be posted within the building near the checkout counter of the restaurant and a minimum of four such signs shall be posted within the parking area so as to be clearly visible from all vehicles on the premises. *This finding is met.***
- 6. All outside trash receptacles, except those intended for use by the customer, shall be located within an enclosure constructed of opaque masonry materials a minimum of four feet and a maximum of six feet in height and shall be provided with opaque gates of the same height. *This finding is met.***
- 7. A six-foot high completely obscuring wall shall be provided where abutting any residentially zoned district. The height of the wall shall be measured from the surface of the ground. Said wall shall further meet the requirements of § 155.074, Walls. *This finding is met.***

RECOMMENDATION

In general, the Carry Out Restaurant is compatible the master plan, zoning map, and existing surrounding land uses. Planning Staff recommends approval of the Special Land Use. If you have any questions, please don't hesitate to contact me.

Thank you,



Kaitlyn Hines
Planning Director



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

City of Inkster
Department of Public Services
26900 Princeton
Inkster, MI 48141

Attn: Jerome Bivins, Department of Public Services Director
Regarding: 20-28 (SP)/20-27 (SLU)
28724 Michigan Avenue – Darnie's Soul Food Carryout Restaurant
Preliminary Site Plan Approval

Dear Mr. Bivins:

Alfred Benesch & Companies, (Benesch) has completed a review of the plans dated October 5, 2020 with a most recent revised day of January 27, 2021 for the above referenced project and is recommended for approval and acceptance.

Please note the following:

1. The City shall pave the public 20-wide alley to the property and sign it one-way. Any other signage for the alley and at the exit on Michigan Avenue is at the owner's expense. The alley easement is proposed as the one-way access to the parking lot for this site from Springhill Street. The alley will be paved in conjunction with other work throughout the City of Inkster currently scheduled to occur in the summer/fall of 2021. Timing of the alley improvements is dependent on this work and is subject to change.
2. Proposed grades for the new pavement are required for final site plan approval prior to the start of construction. Spot elevations and curb and gutter elevations shown on the plans are required to demonstrate adequate storm water runoff from the site and smooth transitions from existing and proposed pavement and structures.
3. A permit from the Michigan Department of Transportation (MDOT) is required to obtain approval for a one-way exit to Michigan Avenue and any necessary signage and to perform work in the Michigan Avenue right-of-way. See the following link for more information:
https://www.michigan.gov/mdot/0,4616,7-151-9623_26662_26679_27267_48606-182161-,00.html

If you have any questions, feel free to call me at 313-495-0296.

Sincerely,

Alfred Benesch & Company

Carrie Loya-Smalley, P.E.
Project Engineer

CC: La-Toria Joyce, City of Inkster Public Services Superintendent
Kaitlyn Hines, City of Inkster Planning Director
File: 00050202.00



CITY OF INKSTER

FIRE DEPARTMENT

Chuck Hubbard
Fire Chief

Inkster Fire Department
27717 Michigan Ave
Inkster, MI 48141
313-563-9874

Investigations
313-563-9875

FAX
313-563-6660

EMERGENCY
911

Fire Marshal's Office

To: Kaitlyn Hines
From: Jason Kaye, Fire Inspector
Date: 11-5-2020
Subject: 28724 Michigan Ave.

After review of the above mentioned site plan, the fire department will require the following;

All exists shall have illuminated exit signs with battery back-up floods. Egress door shall be equipped with one-strike panic hardware.

The fire department requires any commercial cooking equipment that produces grease laden vapors have appropriate fire suppression system. Prior to installation of any fire extinguishing system, construction documents shall be reviewed and approved by the AHJ. The following equipment shall be kept in working condition.

1. Cooking equipment
2. Hoods
3. Ducts (if applicable)
4. Fans
5. Fire extinguishing equipment

Maintenance and repairs shall be performed on all components at intervals necessary to maintain good working condition.

All interior surfaces of the exhaust system shall be accessible for cleaning and inspection.

Fire extinguishing equipment shall include both automatic fire extinguishing systems as primary protection and portable fire extinguishers as backup. A placard shall be conspicuously placed near each extinguisher that states that the fire protection system shall be activated prior to using the fire extinguisher.

The fire department requires a KNOX BOX be placed on the exterior of the building in a location that allows fire department personnel convenient access too in the event of an after-hours emergency. The KNOX BOX shall contain keys for entry into the building and for any interior door that may be locked after-hours that houses alarm panels, utilities, and or fire suppression systems. Order forms will be provided.



CITY OF INKSTER

FIRE DEPARTMENT

Chuck Hubbard
Fire Chief

The requirements listed above are not intended to be all inclusive, additional requirements may be determined applicable based on actual occupancy or use. Final approval subject to final inspection.

Inkster Fire Department
27717 Michigan Ave
Inkster, MI 48141
313-563-9874

Investigations
313-563-9875

FAX
313-563-6660

EMERGENCY
911

From: [Jeffrey Twardzik](#)
To: [Kaitlyn Hines](#)
Subject: RE: DRT comments for 28274 Michigan Ave
Date: Wednesday, November 4, 2020 3:40:34 PM

Hello!

The Inkster Police Department has the following requirements:

1080p HD cameras on location with the ability to have the PD connect to them in the future.

Alarm system – monitored 24 hours a day.

Lighting – Exterior of the building and parking lot to be illuminated properly within accordance to the city ordinance.

JT

From: Kaitlyn Hines
Sent: Wednesday, November 4, 2020 3:30 PM
To: Jeffrey Twardzik; Jason Kaye; 'Loya-Smalley, Carrie'
Subject: DRT comments for 28274 Michigan Ave

Good afternoon,

Please provide your comments as soon as possible for the proposed carry out restaurant on Michigan Ave.

Thanks!

Kaitlyn Hines
Planning Director
City of Inkster
Cell: **313.460.7970**
Office: **313.563.9760**

ITEM VI. B

**Case # 20-16 (SLU) 20-17 (SP) – 27353
Cherry Hill Carry Out**



January 6, 2021

Planning Commission
City of Inkster
26215 Trowbridge
Inkster MI, 48141

Subject: SP 20-17 Carry Out – Cajun Bolling Crab
Location: 27353 Cherry Hill
Zoning: B-2, Thoroughfare Mixed-Use District
Applicant(s): Edward Davis II
Owner: Keystone Commercial Real Estate, LLC

The City of Inkster Planning Department has reviewed the above-referenced Site Plan application, and offers the following comments and findings for your consideration. This review is based on the site plan dated December 19, 2020 and submitted on December 23, 2020 to lease a 2,208 square foot tenant space in an existing shopping center.

SITE DESCRIPTION

The site is 10.08 acres and is located on the south side of the street at 27353 Cherry Hill Rd. just east of Inkster Road. Legal description is indicated on the site plans. The site contains a strip mall of 113,971 square feet with an unknown number of tenant units and a parking area. The applicant is proposing to lease a 2,208 square foot unit between the existing hair braiding salon and shoe store. The site is located in the B-2, Thoroughfare Mixed-Use District. Carry-out restaurants are a Special Land Use in this district. The hours of operation are listed as 11am-9pm Sunday-Monday, and 11am-11pm Friday and Saturday, with a maximum of 5 employees.

The following chart provides information on existing land use, current zoning, and future land use.

	Land Use	Current Zoning	Future Land Use Designation
Subject Site	Retail Center	B-2, Thoroughfare Mixed-Use District	Corridor Convenience Retail
North	Dearborn Heights	Dearborn Heights	Dearborn Heights
South	Residential	R1-B, One Family Residential District	Low Density Residential
East	Residential	R1-B, One Family Residential District	Low Density Residential
West	Retail	B-2, Thoroughfare Mixed-Use District	Corridor Convenience Retail

EXHIBIT A: AERIAL VIEW OF SITE



REVIEW COMMENTS

1. **Zoning and Use (§155.046).** The site is in the B-2, Thoroughfare Mixed-Use District and is bordered by sites in the B-2, Thoroughfare Mixed-Use District to the west, R-1B, One-Family Residential District to the south and east, and the City of Dearborn Heights to the north. "Carry-Out Restaurants" are a special land use in the B-2 district subject to compliance with the schedule of regulations listed in §155.061, the site plan approval standards listed in §155.287, and the special land use standards listed in §155.289 and §155.130 of the Zoning Ordinance. The shopping center completed the site plan review process on August 2nd, 2018, and principally permitted uses will not need to undergo the site plan review process. Carry-Out restaurants are a special land use in the B-2 and a site plan must accompany a special land use application.

The B-3 district requires setbacks, lot size, lot coverage, and height as follows:

Setbacks	Required	Proposed
Front Setback	Refer to established building setback for the street – limited to accommodating parking.	Existing, complies.
Rear Setback	Refer to established building setback – limited to accommodating parking, at least one loading space, and dumpsters.	Existing, complies.
Side Yard Setback (Both)	Refer to established building setback for the street – limited to accommodating parking.	Existing, complies.
Side Yard Setback (One)	Refer to established building setback for the street – limited to accommodating parking, loading, and dumpsters.	Existing, complies.
Lot Size	Dimensions must permit parking and landscaping.	Existing, complies.

Lot Coverage	Based on off-street parking, loading, greenbelt screening, and setbacks.	Existing, complies.
Height	35 ft (3 stories)	Existing, complies.

2. **Architectural Features (§155.072).** The applicant has provided exterior elevations; no changes are proposed.
3. **Site Design and Landscaping (§155.073).** Pursuant to §155.073, a landscape plan must be provided. The subject site contains no existing parking lot landscaping, nor is any landscaping proposed.
 - a. **Irrigation (§155.073(D)(12)).** To assist in maintaining plant materials in a healthy condition, all landscaped areas (including lawns) shall be provided with an automatic underground or drip irrigation system. The planning commission approved a waiver for an irrigation system for the shopping center.
 - b. **Right-of-way Landscaping (§155.073(D)(13)).** The Carry Out restaurant only has about 15' of frontage so no Right-of-Way landscaping is required.
4. **Walls (§155.074).** The off-street loading area is screened by the building and a 6' high masonry wall between the residential area.
5. **Waste Receptacle (Dumpster) or Storage Screening (§155.075).** The site plan shows a proposed 8'x11'x6' antique white CMU trash and grease enclosure that is connected to the existing screening wall. The gate is chain link with green privacy slats.
6. **Exterior Lighting and Security Cameras (§155.076).**
 - a. **Exterior Lighting (§155.076(A)).** No new lighting is proposed.
 - b. **Security Cameras (§155.076(B)).** For all non-residential commercial and business properties security cameras shall be installed, maintained and approved by the City Police Chief. All security cameras shall be high-definition with a minimum resolution of 1080p and night vision with at least 120 concurrent hours of digitally recorded documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company. Security cameras shall be placed to cover the entire site and placement shall be approved by the City Police Chief.
7. **Off-street Parking and Circulation (§155.077).** The parking requirement for carry out restaurants is one space per 100 feet of gross floor area and therefore requires 22 spaces, this is provided by the shopping center.
8. **Accessible Parking (§155.078).** Based on 22 off-street parking spaces, one van-accessible space is required and provided.
9. **Off-street Loading and Unloading (§155.079).** One 10 foot by 70 foot loading space is required and provided in the rear of the building.
10. **Signs (§155.251).** The site plans show a proposed 12'x3' sign on the front of the building.
11. **Comments from Other Departments.** All applicable City departments and consultants should review the site plan and identify any remaining issues.

RECOMMENDATION

Planning Staff believes that a carry out restaurant will add more food variety to the City and recommends approval of the site plan.

If you have any questions, please don't hesitate to contact me.

Thank you,



Kaitlyn Hines

Planning Director



January 20, 2021

Planning Commission
City of Inkster
26215 Trowbridge
Inkster MI, 48141

Subject: SLU 20-16 SP 20-17 Carry Out – Cajun Boiling Crab
Location: 27353 Cherry Hill
Zoning: B-2, Thoroughfare Mixed-Use District
Applicant(s): Edward Davis II
Owner: Keystone Commercial Real Estate, LLC

The City of Inkster Planning Department has reviewed the above-referenced Site Plan and Special Land Use application, and offers the following comments and findings for your consideration. This review is based on the site plan dated August 8, 2020 and submitted on September 18, 2020 to lease a 2,208 square foot tenant space in an existing shopping center.

SITE DESCRIPTION

The site is 10.08 acres and is located on the south side of the street at 27353 Cherry Hill Rd. Just east of Inkster Road. The site contains a strip mall of 113,971 square feet with an unknown number of tenant units and a parking area. The applicant is proposing to lease a 2,208 square foot unit between the existing hair braiding salon and shoe store. The site is located in the B-2, Thoroughfare Mixed-Use District. Carry-out restaurants are a Special Land Use in this district.

REVIEW OF SPECIAL LAND USE (§155.289)

The following standards are applicable to all SLU applications.

- 1. Will be harmonious and in accordance with the goals, policies, and actions of the Master Plan.**
The site is planned for Corridor Convenience Retail and permits daily services and goods to be readily available for the community. Permitted uses include retail and office uses on the first floor and office and residential on the second floors and above. Examples include modest size food stores, hardware, drug stores, dry cleaners, banks, professional offices, and similar uses. *This finding is conditionally met.*
- 2. Will be designed, constructed, operated, and maintained so as to be visually and physically harmonious and appropriate in appearance with the existing or intended character of the general vicinity and not change the essential scale and character of the area.** *This finding is met.*
- 3. Will be a visual, physical, and economic improvement in relation to the property in the immediate vicinity and to the city as a whole.** *This finding is met.*
- 4. Will be served adequately by essential public services and facilities or that the persons responsible for the establishment of the proposed use will adequately provide any such service**

or facility. The capacity of the City's infrastructure and services appears to be sufficient to accommodate the business; however, Planning will defer to Fire, Police, DPS, and Engineering on making these findings.

5. Will not detract from the desirability and orderly function of residential or business uses. Discretion shall be given to the impact of the proposed use upon existing uses which may relate to the traffic generation, sound, artificial lighting, odors, emission of exhaust gases, pedestrian traffic, hours and days of operation, creation of a public or private nuisance, opportunity for crime or criminal activity, congregation of individuals for purposes other than intended by the proposed use, and similar factors generated by the proposed use. The factors stated herein are not intended as a limitation upon the possible considerations and are by way of example only. *This finding is met.*
6. Will not erode or reduce the economic viability of other existing land uses. Consideration shall be given to the compatibility of other existing uses with the proposed use and maintaining land values within the City. The proposed Carry Out restaurant would have a positive economic impact on the area by filling in a vacant store front. *This finding is met.*
7. Will not impose additional service demands upon the City or its anticipated future resources. Carry-out food service should not increase service demands upon the City. *This finding is met.*
8. Will further and enhance the health, safety, welfare, morals, character, comfort, convenience, and policies of the City, will not create excessive additional public costs or be detrimental to the economic welfare of the City. *This finding is met.*
9. Will be consistent with the intent and purposes of this Zoning Code, and comply with all the specific standards as established for said use by the Ordinance. *This finding is met.*

§ 155.130 CARRY-OUT, FAST-FOOD, DRIVE-THROUGH OR DRIVE-IN RESTAURANTS.

1. No drive-in, fast food, or carry-out restaurant, as measured from the nearest property line shall be located within 500 feet from an elementary, junior or senior high school or from a public park. *This finding is met.*
2. Businesses adjacent to or integrated in a shopping center or cluster of commercial facilities shall use the common access with other business establishments in that center. *This finding is met.*
3. The entire parking area shall be paved with a permanent surface of concrete or asphalt and shall be graded and drained in accordance with city engineering standards. Any unpaved area on the site shall be landscaped with lawn or other horticultural materials, maintained in a neat and orderly fashion at all times and separated from the paved parking or driveway area by a raised curb or other equivalent barrier. *This finding is met.*
4. Concrete curbing, six inches in height, shall be properly placed and maintained along or parallel to all property lines, except where bumper guards are required and except across an approved driveway, so as to prevent vehicular encroachment onto or over the public right-of-way and to

prevent vehicular encroachment onto or over the adjoining property, or vehicular damage to the adjoining buildings. *This finding is met.*

- 5. Food consumption upon the premises outside the fast-food and carry-out restaurant building shall be prohibited unless permanent outside facilities are provided. The premises shall be properly posted with signs stating that the consumption of foods, frozen desserts or beverages within vehicles parked upon the premises is unlawful and that violators are subject to fines as prescribed by law. A minimum of two such signs shall be posted within the building near the checkout counter of the restaurant and a minimum of four such signs shall be posted within the parking area so as to be clearly visible from all vehicles on the premises. *This finding is met.***
- 6. All outside trash receptacles, except those intended for use by the customer, shall be located within an enclosure constructed of opaque masonry materials a minimum of four feet and a maximum of six feet in height and shall be provided with opaque gates of the same height. *This finding is met.***
- 7. A six-foot high completely obscuring wall shall be provided where abutting any residentially zoned district. The height of the wall shall be measured from the surface of the ground. Said wall shall further meet the requirements of § 155.074, Walls. *This finding is met.***

RECOMMENDATION

In general, the Carry Out Restaurant is compatible the master plan, zoning map, and existing surrounding land uses. Planning Staff recommends approval of the Special Land Use. If you have any questions, please don't hesitate to contact me.

Thank you,



Kaitlyn Hines
Planning Director



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

January 15, 2021

City of Inkster
Department of Public Services
26900 Princeton
Inkster, MI 48141

Attn: Jerome Bivins, Department of Public Services Director

Regarding: 20-17 (SP)/20-16 (SLU)
27353 Cherry Hill Road –Carry Out Restaurant
Preliminary Site Plan Approval

Dear Mr. Bivins:

Alfred Benesch & Companies, (Benesch) has completed a review of the plans dated September 5, 2020 with a most recent revised day of December 19, 2020 for the above referenced project and recommends acceptance and approval of the plans.

Please call me at 313-495-0296 if you have any questions.

Sincerely,

Alfred Benesch & Company

A handwritten signature in black ink that reads "Carrie Loya-Smalley". The signature is written in a cursive, flowing style.

Carrie Loya-Smalley, P.E.
Project Engineer

CC: Kaitlyn Hines, City of Inkster Planning Director
File: 0005020.00

Kaitlyn Hines

From: Jeffrey Twardzik
Sent: Thursday, October 8, 2020 10:59 AM
To: Kaitlyn Hines
Subject: RE: 1475 Middlebelt and 27353 Cherry Hill DRT Comments

Hello...

Both locations are the same...

1080p HD cameras installed on the premises as well as the ability to be able to connect to the PD at a later time.

Alarm system installed and to be monitored 24 hours a day.

Lighting – proper lighting in and around the location in accordance with our city ordinance.

JT

From: Kaitlyn Hines
Sent: Wednesday, October 7, 2020 3:31 PM
To: Jeffrey Twardzik; Jason Kaye
Subject: 1475 Middlebelt and 27353 Cherry Hill DRT Comments

Good afternoon,

I am still waiting on the comments for 1475 Middlebelt, and am just asking ahead of time for 27353 Cherry Hill.

Jason, I understand you are in classes so please take your time on the Cherry Hill comments.

Thanks guys!

Kaitlyn Hines
Planning Director
City of Inkster
Cell: 313.460.7970
Office: 313.563.9760



CITY OF INKSTER

FIRE DEPARTMENT

Chuck Hubbard
Fire Chief

Fire Marshal's Office

Inkster Fire Department
27717 Michigan Ave
Inkster, MI 48141
313-563-9874

Investigations
313-563-9875

FAX
313-563-6660

EMERGENCY
911

To: Kaitlyn Hines
From: Jason Kaye, Fire Inspector
Date: 10-12-2020
Subject: 27353 Cherry Hill

After review of the above mentioned site plan, the fire department will require the following;

All exists shall have illuminated exit signs with battery back-up floods. Egress door shall be equipped with one-strike panic hardware.

The fire department requires any commercial cooking equipment that produces grease laden vapors have appropriate fire suppression system. Prior to installation of any fire extinguishing system, construction documents shall be reviewed and approved by the AHJ. The following equipment shall be kept in working condition.

1. Cooking equipment
2. Hoods
3. Ducts (if applicable)
4. Fans
5. Fire extinguishing equipment

Maintenance and repairs shall be performed on all components at intervals necessary to maintain good working condition.

All interior surfaces of the exhaust system shall be accessible for cleaning and inspection.

Fire extinguishing equipment shall include both automatic fire extinguishing systems as primary protection and portable fire extinguishers as backup. A placard shall be conspicuously placed near each extinguisher that states that the fire protection system shall be activated prior to using the fire extinguisher.

The requirements listed above are not intended to be all inclusive, additional requirements may be determined applicable based on actual occupancy or use. Final approval subject to final inspection.

ITEM VI.

Case # 20-28 (SP) – Consideration of a Parking Waiver

REQUEST FOR COUNCIL ACTION

To: Patrick Wimberly, Mayor

Date: February 23, 2021

From: Vijay Virupannavar, Treasurer

Date for Council Consideration: March 1, 2021

ACTION REQUESTED: As the previous WCA Assessing contract expired 10/31/2020, consider approval of WCA Assessing contract with effective dates of 11/01/2020 to 10/31/2023.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☒ Account #101-253-801.802 No ☐ N/A

Mayor's Approval _____

BACKGROUND INFORMATION

WCA Assessing provides the City of Inkster with assessor and City property services. The previous agreement was effective November 1, 2017 through October 31, 2020. The proposed agreement is effective November 1, 2020 through October 31, 2023.

Provided is the current proposed contract as well as the two most recently executed contracts with WCA (11/01/2017 – 10/31/2020, 11/04/2014 – 11/03/2017).

SCOPE OF SERVICES

WCA will plan, administer, and provide overall supervision of property appraisal programs for assessment purposes in accordance with local laws. WCA will respond to inquiries and requests for assessment information from the public. WCA will oversee maintenance of departmental files. WA will represent the City in defending assessments appealed to the Michigan Tax Tribunal.

Full scope of services is available in the contract.

JUSTIFICATION

WCA Assessing fulfills the assessor department/staff obligations for the City of Inkster. As the previous contract expired 10/31/2020, WCA is seeking for the current contract to be approved.

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

Annual Fee

11/01/2019 – 10/31/2020: \$115,005.44 (Previous Contract Year)
11/01/2020 – 10/31/2021: \$119,605.00 (Proposed Contract; 4% annual increase)
11/01/2021 – 10/31/2022: \$124,389.00 (Proposed Contract; 4% annual increase)
11/01/2022 – 10/31/2023: \$129,365.00 (Proposed Contract; 4% annual increase)

Tax Tribunal Rate - Paralegal:

11/01/2019 – 10/31/2020: \$139.05/Hr (Previous Contract Year)
11/01/2020 – 10/31/2021: \$144.60/Hr (Proposed Contract; 4% annual increase)
11/01/2021 – 10/31/2022: \$150.38/Hr (Proposed Contract; 4% annual increase)
11/01/2022 – 10/31/2023: \$156.40/Hr (Proposed Contract; 4% annual increase)

Tax Tribunal Rate - Lawyer:

11/01/2019 – 10/31/2020: \$166.24/Hr (Previous Contract Year)
11/01/2020 – 10/31/2021: \$172.87/Hr (Proposed Contract; 4% annual increase)
11/01/2021 – 10/31/2022: \$179.78/Hr (Proposed Contract; 4% annual increase)
11/01/2022 – 10/31/2023: \$186.98/Hr (Proposed Contract; 4% annual increase)

Account: 101-253-801.802 (Treasury: Professional/Assessing Services)

FY 2020 – 2021 Budget: \$132,000.00

01/31/2021 Balance: \$72,312.86

02/23/2021 Balance: \$82,279.94 (~\$4K in rate-based payments)

Current (02/23/2021) Available Budget: \$49,720.06

Anticipated WCA Fixed Fee for FY20-21 with proposed contract: \$118,068.64

Anticipated WCA Rate-Based Fees for FY20-21 based on current trend: \$8,000.00

Please note that WCA began invoicing the City in accordance with the new contract once the previous contract expired.

PROJECT TIME TABLE

The agreement would be retroactively effective to 11/01/2020 with an expiration date of 10/31/2023.

RESOLUTION

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**PROPOSED ASSESSMENT CONTRACT
FOR CITY OF INKSTER, WAYNE COUNTY, MICHIGAN**

WHEREAS, City of Inkster, hereinafter called "City", with its principal offices located at 26215 Trowbridge, Inkster, Michigan, 48141 is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective November 1, 2020

IT IS THEREFORE AGREED:

- 1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.**
- 2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2021, 2022, 2023 assessment rolls, utilizing the services and personnel proposed herein.**
- 3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, mandated closures related to pandemic or disease, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:**

- To meet with City staff to answer questions and give advice;
 - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
 - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
 - To perform certain other functions as described herein.
4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
 5. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract.
 6. City agrees that responses to the Full MTT shall be prepared by the Company's legal staff. City agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City's legal counsel of such requirement.
 7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
 - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - Perform neighborhood market studies and land value analyses throughout the term of this contract.
 - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
 - Provide digital photographs of all properties visited for maintenance purposes.

- Working with the City Building Department to ensure all new property is equitably assessed.
 - Prepare all new property record cards in compliance with State tax Commission requirements.
 - Attend, prepare, and work with all Boards of Review.
 - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. Company agrees to meet with the Mayor and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
 9. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
 10. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.
- b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it cannot be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
12. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the City shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.
14. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

15. The City agrees to pay the Company as follows;

November 1, 2020 to October 31, 2021.....\$ 119,605
November 1, 2021 to October 31, 2022.....\$ 124,389
November 1, 2022 to October 31, 2023.....\$ 129,365

The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month.

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

November 1, 2020 to October 31, 2021.....\$144.60 / Hourly
November 1, 2021 to October 31, 2022.....\$150.38 / Hourly
November 1, 2022 to October 31, 2023.....\$156.40 / Hourly

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division *relative to Tribunal Hearings*, shall be provided by Company's legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

November 1, 2020 to October 31, 2021.....\$172.87 / Hourly
November 1, 2021 to October 31, 2022..... \$179.78 / Hourly
November 1, 2022 to October 31, 2023..... \$186.98 / Hourly.

16. The City and Company agree that the term of this contract shall begin November 1, 2020 and expire October 31, 2023. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.

17. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.

18. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified

applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.

19. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents
20. The City agrees the City Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

WCA ASSESSING:

By: _____
Douglas Shaw., for WCA Assessing,
as its Managing Partner

WITNESSES:

CITY OF INKSTER:

By: _____
Patrick Wimberley, Mayor

By: _____
Felicia Rutledge, CITY CLERK

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the _____ day of _____, 20____, Douglas Shaw., doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

Be It remembered that on this _____ day of _____, 20____,
before me, the undersigned, a Notary Public in and for the County and State aforesaid,
came Patrick Wimberely, Mayor, for City of Inkster, and Felicia Rutledge, Clerk for City
of Inkster, a Municipal Corporation duly organized, incorporated and existing under and
by virtue of the laws of the State of Michigan, known to me to be the persons who
executed the foregoing instrument of writing on behalf of said Municipal Corporation,
and such persons duly acknowledged the execution of the same to be their act and deed
of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day
and year last above written.

NOTARY PUBLIC

_____ County, Michigan
My Commission Expires: _____

**PROPOSED ASSESSMENT CONTRACT
FOR CITY OF INKSTER, WAYNE COUNTY, MICHIGAN**

WHEREAS, City of Inkster, hereinafter called "City", with its principal offices located at 26215 Trowbridge, Inkster, Michigan, 48141 is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective November 1, 2017

IT IS THEREFORE AGREED:

- 1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.**
- 2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2018, 2019, 2020 assessment rolls, utilizing the services and personnel proposed herein.**
- 3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:**

- To meet with City staff to answer questions and give advice;
 - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
 - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
 - To perform certain other functions as described herein.
4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
5. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract.
6. City agrees that responses to the Full MTT shall be prepared by the Company's legal staff. City agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City's legal counsel of such requirement.
7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to:
- Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - Perform neighborhood market studies and find value analyses throughout the term of this contract.
 - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
 - Provide digital photographs of all properties visited for maintenance purposes.
 - Working with the City Building Department to ensure all new property is equitably assessed.

- Prepare all new property record cards in compliance with State tax Commission requirements.
 - Attend, prepare, and work with all Boards of Review.
 - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. Company agrees to meet with the Mayor and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
9. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
10. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.
- b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.
- c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City

understands that it cannot be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
12. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. The City shall have the right to terminate this contract with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to the Company shall be made on the same basis as provided for in the Agreement between City and Company or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Company be entitled to anticipated profits.
14. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

15. The City agrees to pay the Company as follows;

November 1, 2017 to October 31, 2018.....\$ 110,000
November 1, 2018 to October 31, 2019..... * C.P.I.
November 1, 2019 to October 31, 2020..... * C.P.I.

*C.P.I. is determined by the State Tax Commission and is the same C.P.I. used to calculate the capping of taxable values throughout Michigan.

The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month.

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

November 1, 2017 to October 31, 2018.....\$188.00 / Hourly
November 1, 2018 to October 31, 2019.....C.P.I.
November 1, 2019 to October 31, 2020.....C.P.I.

*C.P.I. is determined by the State Tax Commission and is the same C.P.I. used to calculate the capping of taxable values throughout Michigan.

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division relative to *Tribunal Hearings*, shall be provided by Company's legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

November 1, 2017 to October 31, 2018.....\$\$159.00 / Hourly
November 1, 2018 to October 31, 2019.....C.P.I.
November 1, 2019 to October 31, 2020.....C.P.I.

*C.P.I. is determined by the State Tax Commission and is the same C.P.I. used to calculate the capping of taxable values throughout Michigan.

16. The City and Company agree that the term of this contract shall begin November 1, 2017 and expire October 31, 2020. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.

17. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.

18. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.

19. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents

20. The City agrees the City Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:



TONY HOBYAK

WCA ASSESSING:

By: 

Douglas Shaw, for WCA Assessing,
as its Managing Partner

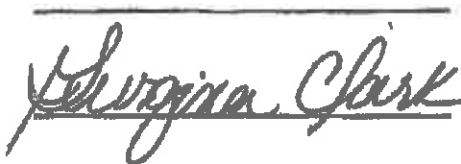
WITNESSES:



CITY OF INKSTER:

By:  10/23/17

Byron Nolan, Mayor



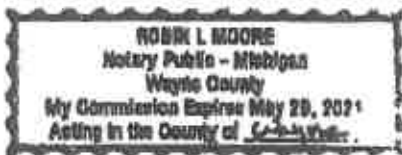
By:  10/23/17

Felicia Rutledge, CITY CLERK

STATE OF MICHIGAN)

COUNTY OF WAYNE)

I, Robin L Moore, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the 23rd day of October 2017, Douglas Shaw, doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.



Robin L Moore
NOTARY PUBLIC

Wayne County, Michigan

My Commission Expires: May 28, 2021

STATE OF MICHIGAN)

COUNTY OF WAYNE)

Be it remembered that on this 23rd day of October, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Byron Nolen, Mayor, for City of Inkster, and Felicia Rutledge, Clerk for City of Inkster, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

Stephanie Murray Taylor
NOTARY PUBLIC STEPHANIE MURRAY TAYLOR

Wayne County, Michigan

My Commission Expires: November 10, 2017

Wayne

7

Acting in Wayne County

**ASSESSMENT CONTRACT
FOR CITY OF INKSTER, WAYNE COUNTY, MICHIGAN**

WHEREAS, City of Inkster, hereinafter called "City", with its principal offices located at 26215 Trowbridge, Inkster, Michigan, 48141 is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

**WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective November 4, 2014;
IT IS THEREFORE AGREED:**

- 1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.**
- 2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2015, 2016, 2017 assessment rolls, utilizing the services and personnel proposed herein.**
- 3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:**
 - To meet with City staff to answer questions and give advice;**
 - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.**
 - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.**
 - To perform certain other functions as described herein.**
- 4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department. It is understood that all files are public documents and subject to FOIA and, therefore shall be kept in a location where city staff have access. It is further understood that all files are the property of the City of Inkster.**

services.

11. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it cannot be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

12. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.

13. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.

14. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the City shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the

Company, other than for permitted fees and expenses accrued through the date of termination.

15. The City and Company agrees that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

16. The City agrees to pay the Company as follows;

November 4, 2014 to November 3, 2017\$ 100,000 annually

The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month.

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

November 4, 2014 to November 3, 2017\$130.00 / Hourly

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division *relative to Tribunal Hearings* shall be provided by Company's legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

November 4, 2014 to November 3, 2017\$155.00 / Hourly

17. The City and Company agrees that the term of this contract shall begin November 4, 2014 and expire November 3, 2017. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.

18. The City and Company agrees this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.

19. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.

20. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents

21. The City agrees the City Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

Emily [Signature]
Ch. [Signature]

WCA ASSESSING:

By: [Signature]
Glenir Shaw Jr., for WCA Assessing,
As its CEO

WITNESSES:

[Signature]
Yolanda [Signature]
Ch. [Signature]

CITY OF INKSTER:

By: [Signature] 11.5.14
Hilliard L. Hampton II, Mayor

By: [Signature] 11.5.14
Felicia Rutledge, CITY CLERK

STATE OF MICHIGAN)

)ss

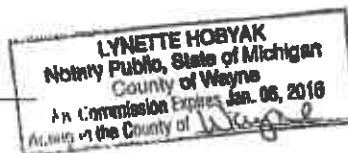
COUNTY OF WAYNE)

I, Lynette Hobyak, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that on the 7 day of November, 2014, Glenn
Shaw Jr., doing business as WCA Assessing, known to me to be the person whose name is
subscribed to on the foregoing instrument, appeared before me this day in person and
acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary
act, for the use and purposes therein set forth.

NOTARY PUBLIC

Wayne County, Michigan

My Commission Expires: 11-16-16



STATE OF MICHIGAN)

)ss

COUNTY OF WAYNE)

Be it remembered that on this _____ day of _____, 20____, before me, the
undersigned, a Notary Public in and for the County and State aforesaid, came Hiliard L. Hampton
II, Mayor, for City of Inkster, and Felicia Rutledge, Clerk for City of Inkster, a Municipal
Corporation duly organized, incorporated and existing under and by virtue of the laws of the State
of Michigan, known to me to be the persons who executed the foregoing instrument of writing on
behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the
same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year
last above written.

NOTARY PUBLIC

County, Michigan

My Commission Expires: _____