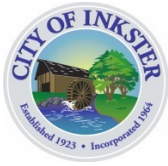


1. Agenda

Documents: [08-18 14 AGENDA.PDF](#)

2. Packet

Documents: [08-18 14 PACKET.PDF](#)



INKSTER CITY COUNCIL

August 18, 2014
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Hilliard L. Hampton, II
Mayor Pro Tem – Marcus L. Hendricks, District II

Council Members:

Timothy Williams, District I
Lorenzo A. Moner, Jr., District III
Michael A. Canty, District IV
Kim Howard, District V
Dennard Shaw, District VI

FELICIA RUTLEDGE
CITY CLERK

RICHARD MARSH
CITY MANAGER

DAVID JONES
CITY ATTORNEY

Council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor. Please state your name and your address for the record prior to providing your comments. Comments are limited to three (3) minutes.

Council Orientation Agenda – 6:00 PM*

1. Call to Order
2. Discussion
 - A. Agenda Discussion
3. Public Hearing
4. Public Participation (limit to 3 minutes)
5. 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).
6. Adjournment

August 18, 2014

Regular City Council Agenda – 7:30 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

- A. Inkster Police Department Update – Interim Chief, Vicki Yost
- B. Parks and Recreation Update – Craig Lewis
- C. Flood Damage Update – Deputy DPS Director, Jerome Bivins
- D. County Wide School of Autism - Garden City Superintendent, Dr. Michelle Cline

4. Public Hearing

5. Consent Agenda

- A. August 4, 2014 Regular Council Meeting Minutes.

Pg. 1

6. Boards and Commissions

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

Pg. 4

7. Previous Business

8. Ordinance(s)

- A. Second Reading(s)

9. New Business

- A. Discussion/Action: (Jeannie Fields) Consider Enter into a contract with Able Demolition, Blue Star, Inc, DMC Consultants, Inc, Homrich, McMillian Group, Inc, and VanAssche Construction LLC to provide asbestos and hazardous abatement and demolition services.

Pg. 11

- B. Discussion/Action: (Felicia Rutledge) Consider approval of a street closure on Penn Street (between Meadowdale and Carlisle) on August 30th, 2014 from 7:30 a.m. until 7:30 p.m. for Robichaud all Class Reunion.

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10. Public Participation (limit to 3 minutes)

11. Mayor and Council Communication

12. City Clerk

13. City Manager

14. Closed Session

Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

15. Adjournment

Felicia Rutledge
City Clerk

August 4, 2014

Regular City Council Meeting – 7:30 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday August 4, 2014.

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

Call Meeting to Order

Mayor Pro-Tem Hendricks called the meeting to order at p.m. 7:35 p.m.

Pledge of Allegiance

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

Roll Call

Mayor Hampton	Present @ 8:00 p.m.	Councilwoman Howard	Present
Councilman Moner	Present	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

***A Quorum was present**

Approval of Agenda

**Moved by Councilmember Canty, Seconded by Councilmember Moner
to approve the agenda as amended with added item "D" under Presentations.
Resolution 08-14-120R - Motion carried unanimously.**

Presentations/Discussion

- A. Service Award to Ruth E. Williams – Richard Marsh, City Manager
- B. Summer Youth Workers Service Awards – Richard Marsh, City Manager
- C. Reinvent Inkster Update – Michigan State University Extension
- D. Introduction of New Interim Chief of Police Vicki Yost – Richard Marsh, City Manager

Public Hearings

Consent Agenda

- A. July 21, 2014 Regular City Council Meeting Minutes.

**Moved by Councilmember Canty, Seconded by Councilmember Moner
to approve the consent agenda.**

Resolution 08-14-121R - Motion carried.

Boards and Commission

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

Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Moner to appoint Bill Garrett to the Planning Commission.
Resolution 08-14-122R – Motion Carried.

Previous Business

Ordinance(s)

New Business

- A. Discussion/Action: (Jeannie Fields) Consider approval of the Amended and Restated Urban County Cooperative Agreement for the Federal Community Development Block Grant Program for Federal Fiscal Years 2015, 2016, and 2017.

Moved by Councilmember Moner, Seconded by Councilmember Canty
Resolution 08-14-123R – Motion carried.

Public Participation

- William Acklin- Informed residents about the Robichaud Alumni hosting an open house for the new Teen Center. He said the teen center is open to all residents. Additionally, he stated that the second Annual Robichaud Golf outing will be held September 13, 2014 and he further stated a Robichaud High School Alumni Picnic will be held August 30, 2014 at Wheatley Park.
- Willie Johnson- Had Police concerns.
- Rev. George Williams- Thanked the Fire Chief for his support within the community. He welcomed the new Police Chief and invited residents to his Youth camp being held August 16, 2014.

Mayor and Council Communications

- Councilman Moner- Offered remembrance to PFC James L. Miller USA, and E-6 Sgt. Phillip Cochran, USA. for their commitment to freedom for our country.
- Councilman Canty- Gave comments about the City Attorney Request for Proposal. He urged City Council to also include Act. 312 as part of the experience for Attorney's submitting proposals.
- Councilman Williams- Encouraged residents to shop Inkster. He thanked Bumpy Dalton for his I am not a snitch, I am a neighbor. He stated that the Inkster Cobra's had an event at Inkster Park. He said they were very orderly and the event was community oriented. Additionally, he stated that tomorrow is Election Day and encouraged youth to get out and vote.
- Councilman Shaw- Thanked DPS for the grater that was put down. He asked about the Grant Writer proposal.
- Mayor Hampton- Thanked Father Eliss for the RISE Program. He said the RISE Program was a faith based right to passage. He said the organization works with many partners on issues of crime and prevention for youth and the RISE Program is part of the My Brother's Keeper Program initiated by President Obama. He thanked Leon Crawford for moderating the Town Hall meeting. Further, he asked about the second phase of the Greenway project. He said that the walking path is used frequently and often by residents.

City Clerk

- Informed residents of the upcoming Primary Election on August 5, 2014. She encouraged residents to get out and vote. Additionally she said that the Electronic Poll Books would be introduced at this election and she spoke of the roll out of the Youth Election Inspector Program.

City Manager

- Thanked Staff.
- Thanked Mayor and Council for the opportunity to serve.
- Welcomed the new Interim Inkster Police Chief, Vicki Yost.
- Encouraged residents to come to the August 25, 2014 Citizens meeting.

Closed Session

Adjournment

There being no further business to come before Council, on motion duly made by Councilmember Moner, Seconded by Councilmember Canty and carried, the Regular Council meeting of August 4, 2014 was adjourned at 8:50 p.m.



Felicia Rutledge, City Clerk
City of Inkster

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
Richard Marsh, Jr., Director		Tenure
Denise Champagne, Project Dir.		Tenure
- (Ex-Officio Member)		
Rochelle Wells		Exp. 08/20/14
April Walton		Exp. 01/18/15
Audrey Jean Searcy		Exp. 06/02/16
Doris Horne		Exp. 09/07/14
Theola Jones		Exp. 11/15/14
Henry Wade		Exp. 03/07/15
Dorothy M. Moore		Exp. 11/15/15
Nellene Moore		Exp. 08/16/16
Dorothy Gardner		Exp. 06/16/16
Chuck Coleman		Exp. 04/04/15
Gabe Henderson		Exp. 04/04/15

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment	3 Members	Charter Provision and State Law
Alfreda Robinson		Clerk of the Board – Non Voting
William S. Miller		Exp. 06/02/15
Ned Sanders (Alternate)		Exp. 05/02/14
Dante Williams		Exp. 03/19/14
Celeste McDuffie		Exp. 03/19/14

BEAUTIFICATION COMMITTEE

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

2 Year Term	
Toni Bailey	Exp. 04/26/16
Enoch Jackson	Exp. 04/26/14
Joe Burton	Exp. 04/26/14
Rev. George Williams (T)	Exp. 04/26/16
Eunice Williams (C)	Exp. 04/26/14
Wyannetta Motley (S)	Exp. 04/16/14
Horace Jordan	Exp. 04/26/14
Larry Motley (C)	Exp. 04/26/14
Dorothy McClendon	Exp. 05/14*
Dr. Evelyn Clark	Exp. 05/14*
Tommie Jones	Exp. 05/14*
Cephus Thomas	Exp. 04/26/14
Clareese Jordan	Exp. 11/13
LaShawn Westbrook	Exp. 05/14*
Blinda Jones	Exp. 05/14*
Robert Broadnax	Exp. 05/07/14
Minnie Johnson	Exp. 05/14*
Alana Glover	Exp. 05/07/14
Gabe Henderson	Exp. 05/19/16
Shera Johnson	Exp. 05/14*
Demetrius Dalton	Exp. 05/21/14
Henry Wade	Exp. 05/14*

BEAUTIFICATION COMMITTEE (continued)

John W. Gee, Jr.	Exp. 05/14*
Tania James	Exp. 05/14*
Khalisha Nathan	Exp. 05/21/14
Toya Ellis	Exp. 05/14*
Princella Ellis	Exp. 05/21/14
Theresa Lindsey	Exp. 05/21/14
Norma Taylor	Exp. 05/21/14
Alto Baker	Exp. 05/14*
Kent Hudson	Exp. 05/14*
Donna Towns	Exp. 06/04/14
Elcfernack M. Lotman	Exp. 06/14*
Epson Johnson	Exp. 06/14*
Patricia Morgan	Exp. 06/14*
LeVania Henderson	Exp. 06/18/14
DeShandra Motley	Exp. 6/17/15
Denise Motley	Exp. 06/17/15

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term 5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock	Exp. 12/31/05
Hersey Bryant, (C)	Exp. 12/31/00
Horace Wells	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

Timothy Williams Ex-Official		Exp. 11/16/12
Danny Van Schoiack	Dist. 1	Exp. 12/01/11
Vacant	Dist. 2	
Vacant	Dist. 3	
Alfreda Flowers	Dist. 4	Exp. 06/04/15
Vacant	Dist. 5	
Lewis Gregory (C)	Dist. 6	Exp. 01/04/13
George Geller	Mayoral	Exp. 03/16/12
Carmen Mitchell	At-Large	Exp. 02/18/11

CANVASSERS BOARD

[MEETINGS: As Required]

4 Year Term 4 Members

State Law

Deborah Owens (Dem)	Exp. 12/31/15
Gloria Brown (Dem)	Exp. 06/04/16
Courtney Owens (Dem)	Exp. 06/04/16
Eugene Brazeal (Rep)	Exp. 08/06/16

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term 3 Members

Ordinances 237 & 559

Clarence Oden	Exp. 6/18/15
Vacant - (Employee Representative)	
James White	Exp. 12/04/11
- (Commission Appointment)	

CONSTRUCTION BOARD OF APPEALS/DANGEROUS BUILDING BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Theola Jones		Exp. 04/14
Henry Wade		Exp. 05/11
- (Licensed Plumber)		
Kenyatta Mason		Exp. 11/12
- (Licensed Electrician)		
Marcus Hendricks – Temporary Alternative		
- (Licensed Electrician)		
- Building Inspector		
- (Licensed Engineer/Inspector)		
Yuri Mayorchak		Exp. 11/13
George A. Chatman		
David Stevens		

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

Hilliard L. Hampton, II	Tenure
Martha Theis	Exp. 01/14/18
Lewis Gregory (Treasurer)	Exp. 09/20/14
Cynthia Adams	Exp. 01/14/18
Tom Costello (VC)	Exp. 10/06/18
Peter Cemot	Exp. 01/21/18
Vacant	Exp. 07/19/14
Andrea Parson	Exp. 08/01/15
Winston Wade(Secretary)	Exp. 12/17/16
Vacant	

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

Hilliard L. Hampton, II	
Bishop Walter Starghill, Jr.	Exp. 06/07/16
Vacant	Exp. 06/07/16
Vacant	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Mary Weislo	Exp. 03/07/17
Cassandra Leonard	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Dennis Weislo	EXP. 06/07/19
Vacant	

ELECTRICAL EXAMINING BOARD

Indefinite Terms 4 Members State Law and Ordinance 616

Walter Bays (Elec. Cont.)
 Andrew Hughes (Adm. Official)
 Carlton Trouteaud (Rep. of Detroit Edison)

HOUSING AND REDEVELOPMENT

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

5 Year Term

6 Members

State Law and Ordinance 99

Tony Love, Director & Secretary

Tenure

William Acklin

Exp. 03/17

Ernest Hendricks

Exp. 03/19

James Orr

Exp. 11/13

Ernestine Williams

Exp. 03/19

Vacant

Exp. 08/14

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

Vacant Dist. 1

Vacant Dist. 2

Vacant Dist. 3

Vacant Dist. 4

Vacant Dist. 5

Michael Wells Dist. 6

Exp. 12/20/12

Vacant

LIBRARY BOARD

4 year term

Michael Wells

Exp. 2015

Sandra Markwart

Exp. 2015

Dorothy Gardner

Exp. 2015

Dossy Thompson

Exp. 2015

LaDon Gibbs

Exp. 2015

Paulette Dye

Exp. 2015

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

Vacant Dist. 1

Curtistine Barge Dist. 2

Exp. 12/05/13

Vacant Dist. 3

Vacant Dist. 4

Vacant Dist. 5

Vacant Dist. 6

Vacant Mayoral

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term

7 Members

State Law and Ordinance 409

Theodore Mimms

Exp. 11/19/14

Eugene Thompson (VC)

Exp. 11/19/14

Dorothy Gardner

Exp. 11/19/14

Darwin Howard

Exp. 12/15/14

William Howard

Exp. 11/03/15

Cheryl Stinson

Exp. 02/02/16

Vacant

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

2 Year Term

9 Members

Ordinances: 493 & 551

Sandra French	Dist. 1	Exp. 04/30/14
Shirley Miller	Dist. 2	Exp. 03/25/14
Shelby Johnson	Dist. 3	Exp. 01/03/14
Vernell Massey	Dist. 4	Exp. 11/04/14
Gloria Mitchell	Dist. 5	Exp. 07/18/13
James Richardson IV	Dist. 6	Exp. 01/03/14
Tonia Williams	Mayoral	Exp. 04/04/13
Sheila Garland	Mayoral	Exp. 05/21/14
Norma McDaniel	Council	Exp. 12/20/14

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Vacant	Dist. 1	Exp. 12/05/13
Vacant	Dist. 2	
Cory Wells	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	Mayoral	

PLANNING COMMISSION

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

3 Year Term

9 Members

State Law and Ordinance 33

Marcus Hendricks	Tenure
Hilliard L. Hampton, II	Tenure
Darryl Davis (City appointee) (Vice Chairman)	Exp. 10/15
Robert Thomas (Secretary)	Exp. 10/15
Emmereal Wells	Exp. 01/15
James Garrett	Exp. 08/17
April Walton	Exp. 09/16
Sam Brown (Chairman)	Exp. 10/14
Richard Wooten	Exp. 08/16

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 6:00 p.m., Fire Station]

2 Year Term

5 Members

Charter

Jean Overman	Mayoral	Exp. 02/16
Barry O'Bryan		Exp. 12/13
Christopher Crawley		Exp. 12/13
Hilliard L. Hampton II	Council	Exp. 12/14
Charles Hines	(Pension Board Appt)	Exp. 12/12

WATER REVIEW COMMITTEE

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

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Williams	App. 02/04/13
Mayor Pro-Tem 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

Dorothy Gray	Dist. 1	Exp. 01/14/17
Clarence Oden, Jr.	Dist. 2	Exp. 01/14/17
James Cross (VC)	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs	Dist. 4	Exp. 05/16/14
Vanola Williams	Dist. 5	Exp. 09/03/16
Norma McDaniel (S)	Dist. 6	Exp. 10/19/15
Richard Wooten (Planning Comm. Appointee)		Exp. 01/14/17

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 37137 Marquette, Westland, MI. 48185]

Michael Canty, Council Appointee

Exp. Tenure

Denise Champagne, Council Appointee

Exp. (Appointed in 2009)

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

Hilliard L. Hampton, II	Tenure
Richard Marsh	Tenure
Bishop Walter L. Starghill, Jr.	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Vacant	Exp. 06/07/16
Dennis Weislow	Exp. 06/07/19
Cassandra Leonard	Exp. 06/07/16
Mary Weislow	Exp. 06/07/16

TIFA WORKING COMMITTEE FOR THE JUSTICE CENTER

5 Members

Bishop Walter L. Starghill	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Vacant	Exp. 06/07/16
Vacant	

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]

Terms 1, 2 and 3 years Up to 9 members

Resolution 02-9-458

Timothy Williams, City Council Representative	Tenure
Richard Marsh, City Manager	Tenure
Mark Stuhldreher, Treasurer	Tenure
Community Development Director (VC)	Tenure
Tonia C. Williams (C)	Exp. 6/27/14
Dorothy Gardner	Exp. 10/05/15

CARVER HOMES DISTRICT CITIZENS COUNCIL- *Inactive*

[MEETINGS: Third Thursday of each month at 6:30 P.M., St. Clements Manor]

Velma Hammons
Daniel Henderson
Willie Johnson
Bessie Jones
Melodie Jones
Clara Gray-Joiner
Geneva Lyles
Norma McDaniel
Ramona Rogers
Antonio Shaw
Jacqueline Treadway
Rita Watson
Barbara Whatley
Julius Williams
Glaynda Wright
Chris Yatooma

NOTES:

Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Richard Marsh - City Manager

Date: August 12, 2014

From: M. Jeannie Fields 

Community Development Manager

Date for Council Consideration: August 18, 2014

ACTION REQUESTED: Authorize staff to enter into future contracts with Able Demolition, Blue Star, Inc, DMC Consultants, Inc, Homrich, McMillian Group, Inc, and VanAssche Construction LLC to provide asbestos and hazardous abatement and demolition services for up to three (3) years upon a successful bid award.

Current Action ☒X_____ Emergency _____ Future _____

Funds Budgeted: If Yes ☒X_____ Account # NSP – 101.729.801.000_____ No _____ N/A _____
CDBG – 241.728.801.350 or 241.728.801.050
Fire Insurance PA 495- 701.000.286.000

Treasurer's Approval



BACKGROUND INFORMATION

The City was awarded \$80,000 in Neighborhood Stabilization Program (NSP) funds from Wayne County for demolition of four (4) blighted properties. These funds were awarded as a result of a Request for Proposal (RFP) process. Additionally, the City receives an annual allocation of Community Development Block Grant (CDBG) funds from the County whereby demolition has been identified as an activity under the grant. The County receives these funds from the U.S. Department of Housing and Urban Development (HUD). The identified contractors will also be used to demolish properties under Public Act 495 – Fire Insurance funds through the Fire Department.

Per Wayne County guidelines, grant recipients are required to procure all contractors who perform services with federal funds. As a result, a Request for Qualifications (RFQ) was released July 17, 2014, to seek qualified contractors to perform Asbestos and Hazardous Material Abatement and Demolition Services. The RFQ was due July 30, 2014, and seven (7) companies responded. The RFQ's were reviewed by McKenna staff and department staff. It was determined that six (6) of the seven (7) applicants are qualified to perform the work. Qualification results are attached.

Under our EPA grant, environmental assessments will be provided by ASTI Environmental. These assessments will be provided to the six (6) identified contractors for them to bid on the job and the contractor with the lowest responsible bid will be awarded the job and a contract will be executed.

SCOPE OF SERVICES

The services provided will include asbestos and hazardous material abatement and demolition of commercial and residential property.

JUSTIFICATION

Eliminate blighted structures within our neighborhoods to improve the quality of life of residents and increase housing values by eliminating neighborhood eyesores. Eliminate blight to encourage development where applicable.

PROJECT OR IMPROVEMENT TASKS

Improve and promote the image of Inkster.

COSTS

All costs will be covered via federal grant funds or Public ACT 495 funds.

PROJECT TIME TABLE

Contracts will be awarded as needed based on the release and results of an official bid.

RESOLUTION

Authorization is hereby given to enter into future contracts with Able Demolition, Blue Star, Inc, DMC Consultants, Inc, Homrich, McMillian Group, Inc, and VanAssche Construction LLC to provide asbestos and hazardous abatement and demolition services for up to three (3) years upon a successful bid award.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Bid Transmittal/Tabulation

Bidding Information for the following (General Contractors): Asbestos and Hazardous Material Abatement & Demolition Services

Date of Transmittal: 7/17/14

Due Date: 7/30/14

Date of Tabulation: 7/31/14

Contractor Information	Exp	Subcontract	Licensed/ Minority	Miscellaneous	Qualified
Able Demolition, Inc (Shelby Twp)	Family Owned 18+ yrs	Abatement – Professional Asbestos Service (Detroit)	Yes/No	• Most work done in Metro Detroit • Worked: State of MI, Cities, ATF, FBI, Genesee Cty	Yes
Blue Star, Inc (Warren)	35 + yrs	Abatement – BDS Environmental (Warren)	Yes/No	• Worked: Det & MI Land Bank & Cities • Demo'd industrial	Yes
DMC Consultants, Inc (Detroit)	2005	None	Yes/Yes	• Worked: Cities, Det , Wayne Cty & MI Land Banks • Woman, Small, Minority Business	Yes
Homrich (Carleton)	50 yrs	None	Yes/No	• Owns licensed waste facility • Worked: Michigan Land Bank & Det Housing Comm.	Yes
McMillian Group, Inc (Detroit)	2011	Transport – Alexander Transport (Inkster) Abatement – Professional Asbestos Service (Detroit)	Yes/Yes – Sub Alex. Trans	• Worked: Cities • Worked as sub for Farrow, Homrich & Adamo since 2011 (included MI Land Bank)	Yes
Simply Construction & Excavating LLC (Southfield)	2008	None identified		• Information requested was not provided	No
VanAssche Construction (Romulus)	Family Owned 50 yrs	Abatement – Environmental Maintenance Engineers (Inkster)	Yes/No	• Worked: Inkster (\$400,000+), Cities & Washtenaw Cty • Held contract for abate/demo for Wayne Cty Airport Authority	Yes

******DRAFT******

**CONTRACT FOR ASBESTOS AND HAZARDOUS MATERIAL
ABATEMENT AND DEMOLITION SERVICES**

BY AND BETWEEN

THE CITY OF INKSTER, MICHIGAN
A MICHIGAN MUNICIPAL CORPORATION

AND

Contractor Name

THIS AGREEMENT ("**Agreement**") is entered upon execution by both parties between the City of Inkster, a Michigan Municipal Corporation of the State of Michigan ("**City**"), the address of which is 26215 Trowbridge, Inkster, Michigan, 48141, and [REDACTED], ("**Contractor**"), the address of which is, [REDACTED] Michigan,. This Agreement entered into this [REDACTED] day of [REDACTED] between the City of Inkster and [REDACTED].

RECITALS

WHEREAS, the Housing and Economic Recovery Act of 2008 ("**HERA**") through a special allocation of Community Development Block Grant ("**CDBG**") funds pursuant to the Housing and Community Development Act of 1974, as amended ("**Act**") established the Neighborhood Stabilization Program ("**NSP**") which provides targeted emergency assistance to State and local governments, Non-profit organizations and private contractors to perform eligible activities designed to stabilize neighborhoods;

WHEREAS, Wayne County ("**County**") has applied to be a recipient of NSP funds from the U.S. Department of Housing and Urban Development ("**HUD**") pursuant to HERA 42 USC 5301 sec 2301 et. Seq., and has received an allocation of NSP funds to affect the purposes of its NSP Program by helping its eligible communities recover from the effects of foreclosures, abandoned properties, and declining property values by providing NSP funds to perform eligible activities which must meet HUD program specific national objectives;

WHEREAS, Wayne County has also entered into an agreement with HUD to be a recipient of CDBG Funds as a "Urban County" pursuant to the Act, to make grants to eligible subrecipients to engage in community development activities;

WHEREAS, the City has applied to the County and received grants pursuant to the CDBG and NSP Programs for demolition activities;

WHEREAS, the Contractor has responded to a Request for Qualifications (RFQ) and subsequent Invitation to Bid for Asbestos and Hazardous Material Risk Abatement and Demolition Services and has been selected to receive in the amount of \$ [REDACTED] to provide said services for properties listed in **Exhibit "A"**. The City reserves the right to remove or add properties as needed;

WHEREAS, the Contractor desires to receive CDBG and NSP Funds, and the City is willing to disburse the Funds to the Contractor, upon the terms and conditions hereinafter set forth;

WHEREAS, by entering into this Agreement both the City and the Contractor are bound in accordance with 24 CFR Part 570.503 and 42 USC 5301 sec 2301 et. Seq;

WHEREAS, the parties are entering into this Agreement to memorialize the terms and conditions under which the grants will be made and administered; and

WHEREAS, This Agreement is being entered into for the benefit of the City and the City has the right to enforce any and all terms of this Agreement;

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties agree as follows:

ARTICLE I DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent:

1.1 "Act" shall mean the Housing and Community Development Act of 1974, as amended.

1.2 "Agreement" shall mean the NSP demolition and grant agreement between the City of Inkster and [REDACTED]

1.3 "CDBG" shall mean Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.

1.4 "Contractor" shall mean a general contractor or subcontractor, licensed in the State of Michigan, retained by the Contractor to perform, or cause the performance of, the work described in the Scope of Services for the proper completion to the Project Sites.

1.5 "Contractor's Equity Contribution" shall mean any documented funds of the Contractor invested in the Project by the Contractor from any source not secured by a lien or an interest in the Project or the Project Sites.

1.6 "Effective Date" shall mean the date this Agreement is executed by all parties.

1.7 "Eligible Project Costs" shall mean obligations of the Contractor incurred for materials, furnishings, fixtures and equipment and for labor and to consultants, contractors, and material men in connection with the demolition of the Project Sites; or all other costs which the City or the Contractor shall be required to pay under the terms of any contract or contracts, for the demolition of the Project, and all costs which by the terms of this Agreement are to be paid out of the moneys in the Project fund to the extent available;

1.8 "HERA" refers to the Housing and Economic Recovery Act of 2008.

1.9 "HUD" shall mean the United States Department of Housing and Urban Development.

1.10 "Neighborhood Stabilization Program (NSP)" shall mean the program authorized under Title III of the Housing and Recovery Act of 2008, being 42 USC 5301 et. seq., and implemented by Wayne County to provide emergency assistance in acquiring and redeveloping, and purchasing foreclosed properties that might otherwise become sources of abandonment and blight within their communities.

1.11 "Notice of Termination" shall mean giving written notice to the other party of the termination of the Agreement.

1.12 "Project" shall mean the abatement of asbestos and hazardous materials and demolition services for the properties identified in **Attachment A** to include the properties added by the City as needed during the term of the Agreement.

1.13 "Subrecipient" shall mean the City of Inkster, a unit of general of local government or municipality that the County has awarded NSP funds to perform eligible activities under NSP.

ARTICLE 2

TERMS AND MONITORING

2.1 Term of Agreement. Services of the Contractor shall start on the date of execution and end twenty four (24) months from the Effective Date with an option to re-new for an additional period of twelve (12) months. Prices shall remain the same during the extended term.

2.2 Performance Monitoring. The City will monitor the performance of the Contractor against performance standards as stated. Contractor's failure to perform as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, suspension or termination procedures will be initiated to terminate the Agreement.

ARTICLE 3

SCOPE OF SERVICES

3.1 Property Identification. The project will include the property identified in **Exhibit A**.

3.2 Scope of Services. The Contractor will be responsible for providing the following services per property in accordance with the asbestos and hazardous abatement reports in **Exhibit B** and demolition services per the technical specifications in **Exhibit C** to include the following:

- a. Demolition and removal of residential buildings and structures;
- b. Removal and abatement of asbestos and/or hazardous material required by abatement reports;
- c. Supply water necessary for demolition and abatement;
- d. Demolition of site improvements adjacent to a building or structure;
- e. Demolition of out building and structures;
- f. Removal of concrete walks, concrete slabs and asphalt paving (excluding driveway approaches);
- g. Removal of all construction, foundations and footings;
- h. Removal and termination of all underground utilities 4 inches in diameter and greater;
- i. Protection of all existing trees to remain;
- j. Removal of trees greater than 6" in diameter as noted on plans;
- k. Removal of all other vegetation and brush;
- l. Removal of above grade site improvements;
- m. Clearing, grubbing for Grass Seeding;
- n. Soil Erosion Control Installation;
- o. Remove all debris from site and disposal of waste and debris to EPA and MDEQ certified waste facilities;
- p. Back-fill to grade after demolition;
- q. Topsoil areas disturbed from demolition and removals to a depth of least 4";

- r. Repair side-walks at Contractor's own expense, if damages caused by the Contractor's negligence or mistake;
- s. Ensure that demolition utilizes "Lead Safe Work Practices."
- u. Any additional services that may be required of the Contractor to complete the demolition in accordance with federal, state, or local laws and regulations.

3.3 Asbestos and Hazardous Material Abatement. If necessary, the Contractor shall be required to abate asbestos and hazardous material pursuant to federal and state regulations prior to demolition.

3.4 Time is of the Essence. The Contractor recognizes and understands that time is of the essence in the completion of the services required under this Agreement, and that the timely and orderly completion of the Project is critical to the City's interests. Upon receiving a "Notice to Proceed" from the City to complete the necessary abatement and demolition of each of the Properties listed in **Exhibit A**, the Contractor shall complete such prior to [REDACTED]. The Contractor, working with City staff, shall submit for the City's approval a Project Schedule for the completion of the demolition as required by this Agreement which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established in the schedule approved by the City shall not be exceeded by the Contractor.

3.5 Designated Representative. The Contractor shall designate a representative authorized to act on the Contractor's behalf with respect to the Project.

3.6 All work shall conform to the following federal, state and local requirements:

- (a) 24 CFR 570.061 – Equal Opportunity and Fair Housing
- (b) 24 CFR 570.602 – Affirmative Marketing
- (c) 24 CFR 570.604 – Environmental Review
- (d) 24 CFR 570.605 – National Flood Insurance Program
- (e) 24 CFR 570.606 – Displacement, Relocation and Acquisition
- (f) 24 CFR 570.609 – Debarred, Ineligible or Suspended Contractors
- (g) 24 CFR 570.611 – Conflict of Interest
- (h) 24 CFR 85.36 (Cities and Counties) and 24 CFR 84-40-48 (Non-Profits) - Procurement
- (i) Executive Order 12372
- (j) HUD NSP 1 & 3 Requirements and Regulations
- (k) HUD Community Development Block Grant Requirements and Regulations
- (l) OSHA, MIOSHA, NIOSHA, MDPH, and EPA Requirements and Regulations

(m) All Local, County, State and Federal Requirements and Regulations

3.7 Contractor's duties and responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the City or any other work product of Contractor nor shall the Contractor be released from any liability by reason of such approval by the City. It being understood that the City at all times is ultimately relying upon the Contractor's special professional skill and knowledge in preparing the Drawings and Specifications and all other work products of the Contractor to be provided hereunder.

ARTICLE 4 **DISBURSEMENT OF FUNDS**

4.1 Disbursement Procedure. The funds will be disbursed to the Contractor for Eligible Project Costs. All bid prices shall be paid after completion of contract services for each property. Invoices shall be submitted to the City for payment approval and payment is estimated to be made within thirty (30) days of the City receiving invoices. Invoices must contain the address for the property for which services are being rendered, all abatement and clearance documents and final inspections. Invoices shall be sent directly to the following: City of Inkster, Community Development, 26215 Trowbridge, Inkster, MI 48141.

4.2 The City shall disburse funds upon application by Contractor upon the Contractor satisfying each and every condition contained in this Article 4. The City shall not be obligated to make any disbursement hereunder until the Contractor has delivered to the City the following documents prior to the request or as identified in Article 5:

- (a) Proof of Insurance as identified in **Exhibit "D"**;
- (b) After the Completion of the Project, Contractor has to provide sworn statements and full unconditional waivers of lien from any and all contractors and subcontractors who have performed any work on each of the Properties;
- (c) Current Good Standing Certificate for Contractor from the Michigan Department of Labor and Economic Growth and a copy of any applicable licenses; and
- (d) Michigan Department of Civil Rights Certificate of Awardability.

ARTICLE 5 **INSURANCE REQUIREMENTS**

5.1 Indemnification. The Contractor shall indemnify, defend, save and hold harmless the City and the City's agents, employees, elected officials and officers against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City the term of this Agreement:

- (a) any intentional negligent, tortious or fraudulent acts of the Contractor or of its personnel, employees, consultants, agents or any subcontractors; or
- (b) any failure by the Contractor or any of its personnel, agents, employees, consultants, contractors or subcontractors to perform its obligations under this Agreement; or

(c) any act, failure to act or misrepresentation by the Contractor or any of its personnel, employees or agents in connection with the Project or Project Sites; or

(d) any act, failure to act or misrepresentation by the Contractor or any of its personnel, employees or agents under this Agreement; or

(e) any violation of applicable HUD Regulations.

5.2 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort and causes of action. This indemnity survives delivery and acceptance of services.

5.3 This indemnity must not be construed as a waiver of any governmental immunity that the City or the City's agencies, or employees, have provided by statute or modified by court decisions.

5.4 The indemnity provisions set forth in this Contract shall survive termination of this Contract, notwithstanding anything herein contained to the contrary.

5.5 The City will require proof of professional liability insurance with errors and omissions coverage, workers compensation insurance, general liability and automobile insurance with companies authorized to do business in Wayne County, the State of Michigan, and in amounts satisfactory to the City.

5.6 The Contractor shall furnish the City with proof of insurance as stated in **Exhibit "D"** within ten (10) days after the contract award.

5.7 The City of Inkster shall be named as additional insured on all policies as directed in **Exhibit "D"**. Should any insurance required by this contract lapse, the Contractor shall immediately cease any operations until authorized in writing by the City. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

5.8 If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of City, render inadequate the foregoing insurance limits, the Contractor shall furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effective under valid and enforceable policies, issued by insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

ARTICLE 6

RELATIONSHIP OF PARTIES

6.1 The relationship of Contractor to the City is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. Contractor agrees to hold the City harmless from any claims, and any related costs or expenses arising out of a claim

that the parties' relationship is other than that of independent contractor.

6.2 The City or the Contractor may contract with other firms providing the same or similar services so long as Contractor's obligations to the City contained in this Contract will not be affected in any manner and such assignment is first approved in writing by the City of Inkster, it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the City.

ARTICLE 7

COMPLIANCE WITH APPLICABLE LAWS

7.1 The Contractor must comply with all federal, state, and local laws and policies including, but not limited to:

- (a) Title VIII of the Civil Rights Act of 1968 as amended
- (b) The Persons with Disabilities Act
- (c) The Age Discrimination Act
- (d) Section 504 of the Rehabilitation Act
- (e) The Contract Work Hours and Safety Standards Act, 40 USC 327
- (f) The Copeland Anti-Kickback Act, 18 USC 874
- (g) Fair Labor Standards Act
- (h) The Fair Employment Practices of the Equal Contracting Opportunities Ordinances
- (i) National Environmental Policy Act of 1969, its associated regulations and Executive Orders
- (j) Housing and Urban Development Act of 1968, Section 3
- (k) CFR 24 Part 135
- (l) Michigan Worker's Compensation Statue, MCL 418.101
- (m) Drug Free Workplace Act, 41 USC 701, 15 USC 631
- (n) Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in **Exhibit "E"**.

ARTICLE 8

TERMINATION

8.1 The City may terminate this Agreement without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the other party of the termination ("**Notice of Termination**"). The Notice of Termination must specify the date termination is effective, which shall be at least ten (10) business days after the date of the Notice of Termination, and this Agreement will terminate as if that date so specified were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the city will pay the Contractor for the services rendered prior to termination, as soon as payment can be authorized. The City will compute the amount of the payment on the basis of the services rendered as regulated by state law, and other means which, in the judgment of the City represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Agreement is satisfied.

8.2 After receipt of a Notice of Termination and except as otherwise directed by the City, the Contractor must:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- (b) Obligate no additional contract funds for payroll costs and other costs beyond the date as the City specifies.
- (c) As of the date the termination is effective, present all Contract records and submit to the City the records, data, notes, reports, discs, and documents ("Records") as the City specifies, all pertinent keys to files, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property.
- (d) Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated.
- (e) Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated.
- (f) Submit within thirty (30) days a listing of all creditors, Contractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

8.3 Upon termination of this Agreement, all Records prepared by the Contractor under this Agreement or in anticipation of this Agreement must, at the option of the City, become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided.

8.4 In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

In order to induce the City to enter into this Agreement, the Contractor represents and warrants to the City that as of the date hereof all of the following are true, accurate and factual:

9.1 Execution of Agreement. The Contractor has the power and authority to execute and perform this Agreement and to do any and all other things required of it hereunder.

9.2 Valid Agreement. This Agreement when executed will be valid and binding and all obligations shall be legally enforceable in accordance with their terms.

9.3 No Conflict with Other Agreements. The execution, delivery and performance of this Agreement:

- (a) will not violate any provision of law, any order of any court or other agency of government, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which any of its properties or assets are bound;
- (b) will not be in conflict with, result in a breach of, or constitute (with or without due notice and/or passage of time) a default under, any such indenture, agreement or other instrument; and
- (c) will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Contractor.

9.4 No Suits or Proceedings. There are no actions, suits or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, to the best knowledge of the Contractor, threatened against or affecting the Contractor, or any properties or rights of the Contractor, which, if adversely determined, could materially impair the right of the Contractor to carry on business substantially as now conducted or could have a materially adverse effect upon the financial condition of the Contractor.

9.5 Gratuitous Funds. The Contractor has not granted any gratuitous funds to any related party of the City and the Contractor is not related to any Officer or Director of the City.

9.6 Not Religious Organization. The Contractor is not a religious organization.

9.7 Cost Estimates. The Contractor's estimates of the cost of the work associated with the Project are made in good faith and are fair, reasonable and realistic.

9.8 Material Change. There has been no material adverse change in the business, properties or condition (financial or otherwise) of the Contractor since the date of the proposal.

9.9 Demolition of Property. No demolition has commenced prior to the execution of this Agreement except as may be permitted under any interim agreement executed by and between the Contractor and the City elsewhere. The demolition of the property will occur in such a manner to conform with applicable zoning and other regulations of governmental authorities having jurisdiction over the Project. The Contractor has reviewed and approved all requisite permits

necessary for the demolition of Property. The Project will be commenced and completed as specified herein.

ARTICLE 10

AFFIRMATIVE COVENANTS

10.1 Contractor's Covenants. From the date hereof, until the Contractor has performed all of its obligations under this Agreement, the Contractor covenants and agrees that it will:

- (a) Act in accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunities, and including but not limited to the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 252), Executive Order 11246, as amended, and in accordance with the Michigan Constitution and all State laws and regulations governing fair employment practices and equal employment opportunities, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the parties hereto agree that they will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment because of his or her religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to any person's ability to perform the duties of a particular job or position. *Any violation this subsection shall be considered material breach of the terms of this Agreement.*
- (d) The Contractor shall not discriminate against any employee or applicant for employment, training, education or apprenticeship connected, directly or indirectly, with the performance of the contract documents with respect to his or her hire, promotion, job assignment, tenure or terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation. The parties hereto shall promptly furnish any information required by the City. *Any violation this subsection shall be considered material breach of the terms of this Agreement.*

10.2 Compliance with NSP Program. The Contractor will comply with the terms and conditions of the Wayne County NSP Program - Equal Opportunity Plan, which prohibits the Contractor from discriminating against employees or applicants for employment on constitutionally protected grounds. Furthermore, the Contractor will comply with the terms and conditions of the following regulations that ensure equal opportunity for employment and contracting:

- (a) Equal Employment Opportunity Executive Order 11246 as amended;
- (b) Section 3 of the Housing and Urban Development Act of 1968; and
- (c) Minority and Women's Business Enterprise under Executive Orders 11625, 12432, and 12138.

10.3 Compliance With Title VI. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, 15 CFR Subtitle A, Part 8, as amended, and Section 112 of Public Laws 92-65, 13 CFR Part 311, as amended.

10.4 Compliance With Clean Air Act. The Contractor will comply with the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), the Endangered Species Act, as amended (16 U.S.C. 1531 et seq.), the Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451 et seq.), the Safe Drinking Water Act of 1972, as amended (42 U.S.C. 300f-j9), the Wild and Scenic Rivers Act, as amended (16 U.S.C. 1271 et seq.) and Executive Order 11990 "Protection of Wetlands" (May 24, 1977), as applicable.

10.5 Compliance with HUD Executive Orders. The Contractor shall comply with all HUD requirements dealing with Equal Opportunity and Affirmative Action, including, but not limited to those requirements outlined in HUD Executive Orders #11246, #11625 and #12138.

10.6 Compliance with Fair Employment. The Contractor shall comply with all HUD Fair Employment Requirements dealing with, but not limited to the Copeland Anti-Kickback Act 40 U.S.C. § 276c, and the Fair Labor Standards Act of 1938, 29 U.S.C. § 201.

10.7 Subcontractors' Required Compliance. The Contractor shall comply, and require any contractor which provides services on behalf of the Contractor to comply, with all federal, state, territorial, local laws and the laws and regulations specifically identified in the Title IX Economic Adjustment Program Revolving Grant Fund Grants Standard Terms and Conditions issued by the U.S. Department of Commerce, Economic Development Administration, including, but not limited to, the following documents, which are incorporated herein by reference: Conflict of Interest Affidavit; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and Americans with Disabilities Act Policy.

10.8 Delays or Adverse Conditions. The Contractor shall inform the City as soon as one of the following types of conditions becomes known: problems, delays, or adverse conditions that materially affect the ability of the Contractor to attain the Project goals or comply with the Project Schedule.

10.9 Notification of Event of Default. Contractor shall promptly notify the City of the occurrence of any Event of Default or any event which might become an Event of Default with the mere lapse of time or the giving of notice and lapse of time.

10.10 Compliance with Federal, State and Local Laws. The Contractor shall comply, and require any contractor which provides services on behalf of the Contractor to comply, with all applicable sections of 24 CFR Part 92 and any other federal, state or local laws, regulations, rules, codes or ordinances. Specific NSP regulations that must be adhered to include:

a. Conflict of Interest. In accordance with 24 CFR 92.365 no person who is an employee, agent, consultant, officer, or elected or appointed official of the City or the Contractor who exercises or have exercised any function or responsibilities with respect to activities assisted with federal (NSP or CDBG) funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a NSP or CDBG – assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties.

b. Consultant Activities. In accordance with 24 CFR 92.356 no person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with NSP or CDBG funds.

10.11 Compliance with Federal Regulations. Contractor shall will be responsible for compliance with 24 CFR Part 570 and 24 CFR Part 92 in regards to demolition, which include, but not limited to the following federal regulations along with all state laws and local ordinances:

- (a) 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of OMB Circular A-87 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a);
- (b) Insure that all Agreements involving the employment of laborers and mechanics comply with the provisions of the Agreement Work Hours and Safety Standards Act, the Copeland Anti- Kickback Act, and the Fair Labor Standards Act as applicable;
- (c) National Environmental Policy Act of 1969, its associated regulations and Executive Orders;
- (d) Insure that no HUD funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program; and
- (e) All terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension. In addition, the Respondent agrees to require all subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension.
- (f) Lead-based Paint – In accordance with 24 CFR 92.355 any work performed under this contract is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4846), and implementing regulations at part 35, A, B, J.

ARTICLE 11

RIGHT TO AUDIT

11.1 The City has the right to examine and audit all books, records, documents and other supporting data, as the City deems necessary, of the Contractor, or any sub-consultants, or agents, performing services under this Contract, whether direct or indirect, that will permit adequate evaluation of the services performed by the Contractor and any sub-consultants.

11.2 Contractor must make available to the City, including the staff of the Legislative Auditor General, or City authorized representatives, at any time Monday through Friday, inclusive, between the hours of 8:00 a.m. and 5:00 p.m., at the City's election, at that location among its offices which the Contract is principally performed or which is closest and most convenient for the City's auditors, all records, books, statements, reports, or other pertinent information that the City deems necessary concerning the services of Contractor and any sub-consultant under this Contract, as may be required for audit purposes. Contractor shall make its staff available to answer all questions and provide all information reasonably necessary to

complete both a financial and compliance audit of the Contract. If, in the course of the inspections, the representatives of the City should note any deficiencies in the services of the Contractor, or any other deficiencies, the alleged deficiencies will be reported promptly to the Contractor, in writing. Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the City.

11.3 If, as a result of any audit conducted by or for a County, State of Michigan or federal agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the Contractor shall pay to the City on demand the amount of compensation in question. If Contractor fails or refuses to make payment, in addition to any other legal remedies available to the City, the City may retain said amount from any funds allocated to the Contractor but not yet disbursed under the Contract or may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties.

11.4 A breach of this Article constitutes a material breach of the Contract sufficient to warrant termination, the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of Contractor's fee provided for under this Contract, and debarment from further work for the City for up to three (3) years.

ARTICLE 12

LIQUIDATED DAMAGES

12.1 The City and the Contractor hereby agree to the requirements set forth in this Agreement. The City and Contractor further agree that the City's actual damages as a result of Contractor's failure to timely perform as required under this Agreement would be difficult or impossible to determine with accuracy. The City and Contractor therefore agree that liquidated damages as set out below shall be a reasonable approximation of the damages that will be suffered by City as a result of Contractor's untimely performance. Accordingly, if Contractor fails to timely provide the City with the services required under this Agreement, at the written direction of the City, and at the City's election, the Contractor shall pay the City the indicated amount as liquidated damages, and not as a penalty. The assessment of liquidated damages against Contractor shall not impair the City's right to enforce Contractor's indemnity obligation as provided in this Agreement, or other rights at law or in equity. Amounts due the City as liquidated damages, if not paid by Contractor within fifteen (15) days of notification of assessment, may be deducted by the City from any money payable to the Contractor pursuant to this Agreement. The City will notify the Contractor in writing of any claim for liquidated damages pursuant to this Paragraph on or before the date the City deducts such sums from money payable to the Contractor. No delay by the City in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

12.2 The Contractor shall not be liable for liquidated damages when, in the sole opinion of the City, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor such as an Excusable Delay Event.

12.3 Liquidated damages will be assessed as follows: \$500.00 per day.

ARTICLE 13

EVENTS OF DEFAULT

13.1 Events of Default. Should any of the following Events of Default occur, the

Contractor shall be in default under this Agreement:

- (a) Failure to pay taxes, assessments and other governmental charges before accrual of any penalty or interest thereon, unless they are being reasonably disputed in good faith by the Contractor;
- (b) Failure in the observance or performance of a term, condition, obligation or covenant of the Contractor set forth in this Agreement;
- (c) Any warranty, representation, financial data or other information made or furnished, to the City by or on behalf of the Contractor or in connection with this Agreement which proves to be materially untrue when made;
- (d) Failure of Contractor to comply with the terms, covenants, conditions, ordinances, rules and regulations set forth herein. Contractor acknowledges that the City will monitor this compliance and that failure to comply will constitute an Event of Default under this Agreement and will enable the City to take all necessary legal steps to enforce the provisions of this Agreement, including the right to immediately recover any and all NSP Funds advanced to the Contractor or any other remedies set forth herein;
- (e) Admission in writing by the Contractor of its inability to pay its debts generally as they become due;
- (f) The institution of any bankruptcy, reorganization or insolvency proceedings or any similar proceedings by or against the Contractor, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law;
- (g) Abandonment of the Project by the Contractor at any time; and
- (h) Failure to complete the Project by the Completion Date.

13.2 Default. An uncured Event of Default shall be a "Default". Upon the happening of an Event of Default the City, provided that the City is aware of the same, shall provide the Contractor with written notice thereof. The continuance of any such Event of Default in excess of thirty (30) days (which is the cure period for Events of Default occurring under this Agreement) or if such Event of Default is of such a nature that the same cannot be cured within such thirty (30) day and the Contractor shall fail to commence to cure such Event of Default within such period and thereafter diligently prosecute such curing, then the Contractor shall have committed a Default hereunder and the City shall have the rights and remedies herein provided.

13.3 No Limitation of Remedies on Default or Acquiescence. Whenever an Event of Default shall have occurred and shall not have been cured, such that it has become a Default, the City may exercise any right, power, or remedy available under this Agreement. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity, including an action for specific performance of any covenant contained in this Agreement. No delay or omission of any party in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default or acquiescence thereto.

13.4 No Waiver of Default. No default shall be waived by the City, except in writing signed

by the Planning, Building and Economic Development Department Director or City Manager and no waiver of any default shall operate as a waiver of any other default or of the same default on a future occasion.

ARTICLE 14 **REMEDIES UPON DEFAULT**

14.1 Remedies on Default. If an Event of Default occurs under this Agreement, the City shall notify the Contractor of the default in writing. After the Contractor is notified of default under this Agreement, the Contractor shall have thirty (30) days to cure the default. If default is not cured within the applicable time period, or waived, the City shall have the following rights and remedies, within its sole discretion, subject only to the rights of any superior lien holder:

- (a) Exercise any and all rights and remedies set forth in this Agreement, which remedies are cumulative;
- (b) Exercise all rights and remedies at law or in equity, including demanding specific performance of this Agreement and completion of the Project;
- (c) Terminate this Agreement and receive a full refund of the NSP funds provided to the Contractor or its agents; and
- (f) The Contractor shall be liable to the City for any damages incurred by the City in enforcing this Agreement, including, but not limited to, costs and attorney fees.

14.2 Remedies Cumulative. The rights and remedies of the City set forth herein are cumulative, and the City shall have the sole discretion to determine which rights and remedies to exercise and the order in which they are exercised.

ARTICLE 15 **MISCELLANEOUS**

15.1 Sub-agreements. The Consultant shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by the City of Inkster, it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the City. The request for assignment must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.

15.2 Records: A provision to the effect that the City, the County of Wayne, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contractor, for the purpose of making audit, examination, excerpts and transcriptions. The City of Inkster shall require contractors to maintain all required records for five (5) years after the City of Inkster makes final payments and all other pending matters are closed.

15.3 Amendments:

- (a) Any change, extension or modification of this Agreement that is mutually agreed upon by the parties shall be incorporated in written amendments (herein called

"Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve nor release the Contractor or the City from any of their obligations under this Agreement, except for those parts thereby amended.

(b) No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing, and is signed and acknowledged by duly authorized representative of both parties hereto.

15.4 Right, Power or Privilege: No delay or failure of a party in exercising any right, power or privilege hereunder shall of itself affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege. The rights and remedies of the City under this Agreement are cumulative and not exclusive of any rights or remedies that the City may otherwise have.

15.5 Independent Covenants: Each covenant in this Agreement shall be deemed to be independent of any other covenant, and an exception in one covenant shall not create an exception in another covenant. Unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

15.6 No Waiver of Terms: No forbearance on the part of the City in enforcing any of its rights under this Agreement, nor any renewal, extension or rearrangement of any payment or covenant to be made or performed by the Contractor hereunder shall constitute a waiver of any of the terms of this Agreement or of such right.

15.7 Contract: This Agreement shall be deemed to be a contract made under the laws of Michigan, and for all purposes shall be construed in accordance with the laws of Michigan.

15.8 Time of the Essence: Time shall be deemed of the essence with respect to the performance of the parties' obligations hereunder.

15.9 Disclaimer of Relationship: Nothing contained in this Agreement nor any act of the City or the Contractor shall be deemed or construed by any of the parties, or by any third party, to create any relationship of principal and agent, or joint venture.

15.10 Authority and Capacity: Contractor warrants that it is authorized to do business under the laws of the State of Michigan and is qualified to perform the services in this Contract. The execution of this Agreement is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law. Contractor further warrants that it has taken all requisite actions necessary for the authorization, execution, delivery and performance of this Agreement.

15.11 Assignment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that the Contractor shall not assign or transfer its rights or obligations hereunder, without prior written consent of the City.

15.12 Place of Business. The Contractor will keep all of its records concerning the Project at the Contractor's principal place of business. The Contractor will give the City prompt written notice of any change in its principal place of business, or in the location of the records.

15.13 Notices. All notices and communications provided for herein or in any document hereby or required by law to be given shall be effective when received, except that all notices and communications to the Contractor shall be deemed to have been given for all purposes when sent by first class mail, postage prepaid, addressed to the address below written, or such other address as the Contractor shall have designated to the City in writing. The giving of at least five (5) days' notice before the City shall take any action described in any notice shall conclusively be deemed reasonable for all purposes.

If to the City:

City of Inkster_____
Community Development
26215 Trowbridge_____
Inkster, Michigan 48141_____
Attention: M. Jeannie Fields_____

If to the Contractor:

[SIGNATURE PAGE FOLLOWS]

EXECUTION

IN WITNESS WHEREOF, the Contractor and the City have executed this Agreement on the dates set forth opposite their signatures below.

WITNESSES:

FOR: CITY OF INKSTER

By: _____

Richard Marsh
City Manager

Dated: _____

WITNESSESS:

FOR THE CONTRACTOR:

By: _____

Its:

Dated: _____

EXHIBIT "A"

Property List

EXHIBIT "B"
Asbestos and Hazardous Material Report(s)

EXHIBIT "C"
Technical Specifications

EXHIBIT "D"

There shall be no aggregate limitation to the coverage provided under any of the insurance sections stated.

A. Contractor's and Sub-Contractor's Insurance

The Contractor shall not be awarded work under this contract unless the insurance required under this section has been obtained. The Contractor shall not permit any sub-contractor to commence work on a sub-contract unless like insurance has been obtained by the sub-contractor. The insurance required shall contain a thirty (30) day written notice to the City of Inkster, c/o Planning and Economic Development, 26215 Trowbridge, Inkster, MI 48141 of cancellation, non-renewal or material change in coverage. The Contractor will to provide a current Certificate of Insurance.

B. Worker's Disability Compensation Insurance

The Contractor shall procure and maintain during the life of this contract Worker's Disability Compensation Insurance as required by law for all of his/her employees to be engaged in work on the project under this contract, and in case any such work is sub-let, the Contractor shall require the sub-contractor similarly to provide Worker's Disability Compensation Insurance for all of the latter's employees to be engaged in such work.

C. Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this contract, Contractor's Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, each occurrence and Contractor's Property Damages Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

D. Sub-Contractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his/her sub-contractors to procure and maintain during the life of the subcontract, sub-contractor's Public Liability and Property Damage in an amount of not less than One Million Dollars (\$1,000,000.00) including accidental death for each occurrence and Contractor's Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

E. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (comprehensive form) in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence, and property damage in an amount of not less than One million Dollars (\$1,000,000.00) for each occurrence. The Contractor shall procure and maintain, during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

F. Owner's and Contractor's Protective Public Liability and Property Damage Insurance

The Contractor shall procure and maintain, during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in the name of the City in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death for each occurrence and property damage in an amount of not less than One

Million Dollars (\$1,000,000.00) for each occurrence. Such insurance shall include motor vehicle exposure.

G. City of Inkster as Additional Insured

The City of Inkster, including elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, shall be named specifically as an Additional Insured with respect to the operations of the Contractor and/or sub-contractor for the City of Inkster and a copy of an Endorsement (per the attached sample) to this effect shall be supplied for each policy involved.

H. Proof of Carriage of Insurance

The Contractor shall provide the City, at the time contracts are returned by him or her for execution, the certificates and policies listed below. A guarantee of thirty (30) days notice shall be endorsed on each policy and certificate of insurance (per the attached sample).

1. One (1) copy of Certificate of Contractor's Worker's Disability Compensation Insurance.
2. One (1) copy of Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance.
3. One (1) copy of Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired and non-owned vehicles.
4. One (1) copy of Owner's and Contractor's Protective Public Liability and Property Damage Insurance Policy.

EXHIBIT "E"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Contractor: **NAME**

Agreement Year: August **2014** through June 30, 2015

1. The Subrecipient certifies to the best of its knowledge and belief, that:
 - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Agreement under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
 - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.

6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Contractor has executed this Certification on the dates set forth below.

WITNESS:

CONTRACTOR

NAME

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
_____ on behalf of _____.

Notary Public,
Wayne County, Michigan
My Commission Expires: _____
Acting in County of _____, Michigan



Felicia Rutledge, City Clerk
 City of Inkster
 26215 Trowbridge
 Inkster, MI 48141

www.cityofinkster.com
 Phone: 313.563.9770
 Fax: 313.563.7378
 frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

JUAN C. BRADFORD

Name

313-655-9076

Phone Number

282 Cherry Lane

Applicant Address

INKSTER MI
48141

anadar7115@gmail.com

Email (Optional)

REQUEST:

Penn St
Meadowdale St.

Street To Be Closed:

Carlyle

Cross Streets:

Meadowdale St / Penn St
Carlyle Meadowdale

Date(s) To Be Closed:

August 30, 2014 7:30am - 7:30pm

Event Hours:

7:30 am/pm To 7:30 am/pm

(EVENTS MUST CONCLUDE BY 10PM)

Type Of Event:

Robichaud ALL Class Reunion (2014)

Please read this Waiver carefully before signing – The undersigned hereby verifies that he/she agrees to indemnify defend and save harmless the City of Inkster, its officers, agents and employees from and against all loss and expense be reason of liability imposed by law of bodily injury, including death at any time resulting there from, sustained loss of use thereof, arising out of or in consequence of performance of this agreement, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the contractor, the City of Inkster, its officers, agents and employees, excepting only such injury or damage as shall have been occasioned by the sole negligence of the City of Inkster, its officers, agents and employees. The undersigned further understands that failure to comply with all arrangements herein stated or falsification of any information called for in this application will be grounds for denial of this or any future request.

Applicant assumes all responsibility for the return of all required barricades/cones used for this event. The barricades/cones are to be returned in the same condition as received on the business day following the event.

Furthermore, the undersigned will be liable for the replacement costs of the barricades/cones in the event of loss or damage. The replacement cost is \$20.00 (Twenty Dollars) per item. If the matter is adjudicated in court, attorney fees and court costs will be assessed.

The barricades/cones may be obtained at the Department of Public Service, 26900 Princeton St., between the hours of 10:00 a.m. and 3:00 p.m. **Call to make arrangements: 313-563-9773**

Applicant Signature:

Juan C. Bradford

Date:

July 03, 2014

OFFICIAL USE ONLY
REQUIRED APPROVALS:

Police _____ Fire _____ DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____

Resolution Number: _____

City Clerk Signature: _____

Date: _____



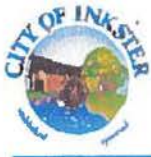
Felicia Rutledge, City Clerk
City of Inkster
26215 Trowbridge
Inkster, MI 48141

www.cityofinkster.com
Phone: 313.563.9770
Fax: 313.563.7378
frutledge@cityofinkster.com

Block Party Petition

We the undersigned acknowledge and support the request for a Block Party on
PENN / meadowdale / Carlisle between BEECH DALE RD / meadowdale
(Street) (Street)
and Penn / Carlisle for the date and time of August 30, 2014 7:30 AM - 7:30 PM
(Street) (Event date & time)
Block Party Coordinator: Juan C. Bradford
(Contact Person)
Daytime Number: 313-655-9076 Evening Number: SAME

Name	Address
Wanda Wesley	25846 Penn
Milton R. Stringer	26020 PENN
Michael Winston	26033 PENN
Frank Pearson	3545 meadowdale
Walter Smith	26047 PENN
John Taylor	3431 A.E. J. WICKLE
Joseph Rich	26029 Carlisle
Phil Hay	25855 Carlisle
Bernadette Clements	25865 Carlisle
Carol Taylor	25825 Carlisle
Debra Nelson	25916 PENN
MARY CARTER	3545 MEADOWDALE
John Carter	3555 MEADOWDALE
Sam 135	3621 meadowdale
Robert Brown	26023 CARLISLE



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Street Closure/Block Party Requirements

- **Submit application indicating what the event is, the date(s) of the event, where the event will be held, which streets will be affected, etc. You should also include whether barricades will be needed, etc.**
- **The attached petition signed by residents in the area who will be affected by the street closure/block party.**
- **The application and petition should be submitted to the City Clerk's office at least 4 weeks prior to the event.**
- **The street closure/block party must be approved by Mayor and Council.**
- **There is no fee.**
- **For additional information, please call (313) 563-9770.**

Meadowdale St.

MARY CARTER 3545

FRANK MASSEY

Johnny Taylor 3631

Jimmie BE 3621 N/H

" * Ray L. Whorton 3555 N/H d

PENN St.

Print

Marie Wesley

25846 PENN

II Empty house 25850 ~~empty~~

II X DELRENE WILSON 25916 → N/A

Empty house 25940 → N/A

Empty house 25948 → N/H

II 26010 — N/H

MILTON R. ERVIN JR 26020

Michael Winston 26033

26037 N/H

II _____

William Jackson 26047

II 26057 N/H

CARLYSLE ST.

25865 BRENDA CLEMENTS

South N/H 25843

11

25825 CAROL HUTCHES

11 26054 _____ N/H

11 26065 _____ N/H

11 26047 _____ N/H

26046 ~~_____~~ VACANT
HOME

11 26024 _____ N/H

26029 SANDRA RICH

26023 ~~X~~ RONALD BROWN N/H

25855 Phillip Hayes

11 26003 _____ N/H

25885 ~~_____~~ VACANT HOME

25875 ~~_____~~ VACANT 11

Inter-Office Memo Inkster Fire Department

To: Clerks Office

From: Chief John D. Adams

Date: July 17, 2014

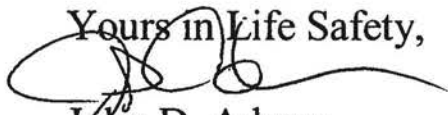
Subject: Block party Request

Madame Clerk,

The fire department has no objections to Mr. Bradford's event on August 30, 2014 from 7:30 am to 7:30 pm.

Thank you

Yours in Life Safety,



John D. Adams
Fire Chief

597
150
447



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City of Inkster
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Inkster, MI 48141

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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

JUAN C. BRADFORD

Name

282 Cherry Lane

Applicant Address INKSTER MI
48141

313-655-9076

Phone Number

anadar7115@gmail.com

Email (Optional)

REQUEST:

Penn St
Meadowdale St.
Street To Be Closed: Carlyle

Cross Streets: 1

Date(s) To Be Closed: August 30, 2014 7:30am - 7:30pm

Event Hours: 7:30 am/pm To 7:30 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Robichaud ALL class Reunion (2014)

Please read this Waiver carefully before signing – The undersigned hereby verifies that he/she agrees to indemnify defend and save harmless the City of Inkster, its officers, agents and employees from and against all loss and expense be reason of liability imposed by law of bodily injury, including death at any time resulting there from, sustained loss of use thereof, arising out of or in consequence of performance of this agreement, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the contractor, the City of Inkster, its officers, agents and employees, excepting only such injury or damage as shall have been occasioned by the sole negligence of the City of Inkster, its officers, agents and employees. The undersigned further understands that failure to comply with all arrangements herein stated or falsification of any information called for in this application will be grounds for denial of this or any future request.

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Applicant Signature: Juan C. Bradford

Date: July 03, 2014

OFFICIAL USE ONLY

REQUIRED APPROVALS:

Police _____ Fire DP DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ Date: _____



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Juan C. Bradford

Date:

July 03, 2014

OFFICIAL USE ONLY
REQUIRED APPROVALS:

Police X Fire _____ DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____

Resolution Number: _____

City Clerk Signature: _____

Date: _____



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Please read this Waiver carefully before signing – The undersigned hereby verifies that he/she agrees to indemnify defend and save harmless the City of Inkster, its officers, agents and employees from and against all loss and expense be reason of liability imposed by law of bodily injury, including death at any time resulting there from, sustained loss of use thereof, arising out of or in consequence of performance of this agreement, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the contractor, the City of Inkster, its officers, agents and employees, excepting only such injury or damage as shall have been occasioned by the sole negligence of the City of Inkster, its officers, agents and employees. The undersigned further understands that failure to comply with all arrangements herein stated or falsification of any information called for in this application will be grounds for denial of this or any future request.

Applicant assumes all responsibility for the return of all required barricades/cones used for this event. The barricades/cones are to be returned in the same condition as received on the business day following the event.

Furthermore, the undersigned will be liable for the replacement costs of the barricades/cones in the event of loss or damage. The replacement cost is \$20.00 (Twenty Dollars) per item. If the matter is adjudicated in court, attorney fees and court costs will be assessed.

The barricades/cones may be obtained at the Department of Public Service, 26900 Princeton St., between the hours of 10:00 a.m. and 3:00 p.m. Call to make arrangements: 313-563-9773

Applicant Signature: Juan C. Bradford

Date: July 03, 2014

OFFICIAL USE ONLY

REQUIRED APPROVALS:

Police _____ Fire _____ DPS JB BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ Date: _____



Felicia Rutledge, City Clerk
City of Inkster
26215 Trowbridge
Inkster, MI 48141

www.cityofinkster.com
Phone: 313.563.9770
Fax: 313.563.7378
frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

JUAN C. BRADFORD

Name

282 Cherry Lane

Applicant Address INKSTER MI 48141

313-655-9076

Phone Number

anadar7115@gmail.com

Email (Optional)

REQUEST:

Penn St
meadowdale st.

Street To Be Closed: Carlyste

Cross Streets: 1

Date(s) To Be Closed: August 30, 2014 7:30am - 7:30pm

Event Hours: 7:30 am/pm To 7:30 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Robichaud ALL class Reunion (2014)

Please read this Waiver carefully before signing – The undersigned hereby verifies that he/she agrees to indemnify defend and save harmless the City of Inkster, its officers, agents and employees from and against all loss and expense be reason of liability imposed by law of bodily injury, including death at any time resulting there from, sustained loss of use thereof, arising out of or in consequence of performance of this agreement, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the contractor, the City of Inkster, its officers, agents and employees, excepting only such injury or damage as shall have been occasioned by the sole negligence of the City of Inkster, its officers, agents and employees. The undersigned further understands that failure to comply with all arrangements herein stated or falsification of any information called for in this application will be grounds for denial of this or any future request.

Applicant assumes all responsibility for the return of all required barricades/cones used for this event. The barricades/cones are to be returned in the same condition as received on the business day following the event.

Furthermore, the undersigned will be liable for the replacement costs of the barricades/cones in the event of loss or damage. The replacement cost is \$20.00 (Twenty Dollars) per item. If the matter is adjudicated in court, attorney fees and court costs will be assessed.

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CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ Date: _____