

1. Revised Agenda

Documents:

[REVISED 6-5-17 AGENDA.PDF](#)

2. Packet

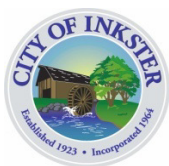
Documents:

[PACKET 6-5-17.PDF](#)

2.I. Resolution For Council Action - Adopt A Resolution For Intersection
Adopt a Resolution for Intersection at Inkster Road and Cherry Hill.

Documents:

[ADOPT A RESOLUTION INKSTER ROAD AND CHERRY HILL.PDF](#)



INKSTER CITY COUNCIL

REVISED

June 5, 2017
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Byron Nolen
Mayor Pro Tem – Timothy Williams, District I

Council Members:

Clarence Oden, Jr., District II
Sandra K. Watley., District III
Steven Chisholm, District IV
Kim Howard, District V
Connie R. Mitchell, District VI

FELICIA RUTLEDGE
CITY CLERK

BYRON NOLEN
MAYOR

TREASURER
DARIN CARRINGTON

DAVID JONES
CITY ATTORNEY

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

Council Orientation Agenda – 6:00 PM

1. Call to Order
2. Discussion
 - A. Agenda Discussion
 - B. Inkster Summer Festival
3. Public Participation (limit to 3 minutes)
4. 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).
5. Adjournment

June 5, 2017

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

- A. Inkster 48th Annual Parade Presentations – Councilwoman Sandra Watley

4. Public Hearing

- A. A public hearing for Zaremba Group to request approval to vacate the Public Alley that currently exists between Stanford and Lehigh Streets just east of Inkster Rd. The 20.0 FT. Alley East of Lots 1414 TO INCL Watsonia Park Sub No. 2 T2S R10E L 55 P9 WCR.

Pg. 1

5. Consent Agenda

- A. May 15, 2017 Regular City Council Meeting Minutes.
- B. Allen Brother's and Attorney's PLLC Invoice \$36,643.05

Pg. 13

Pg. 18

6. Boards and Commissions

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

Pg. 19

7. Previous Business

8. Ordinance(s)

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

9. New Business

A. Discussion/Action: (Felicia Rutledge) Consideration and approval of a street closure request of Eastern Street between Avondale on July 4, 2017 for a Birthday Party from 8:00 a.m. until 10:00 p.m. (Robert Johnson) **Pg. 26**

B. Discussion/Action: (Felicia Rutledge) Consideration and approval of a street closure request of Lehigh Street between Bayham and Meadowdale on June 24, 2017 for a Family Reunion from 8:00 a.m. until 8:00 p.m. (Elijah Fizer) **Pg. 34**

C. Discussion/Action: (Nate Ford) Consider authorizing the City to enter into Development Agreements with selected developers to participate in the Inkster Neighborhood Stabilization Program (INSP) **Pg.41**

D. Discussion/Action: (Nate Ford) Consider approval of an offer to purchase (Case # LD 17-04) located on Cherry St between Middlebelt Rd and Harrison Rd one (1) parcel in the M-1 Light Industrial Zoning District. The property description is as follows: 25V1b3 1c Lot 1 CARVER HOMES SUB T2S R9E L75 P17 18 19 WCR BEG AT NE COR LOT 1 TH S0DEG 05M 47S E 340.29FT TH s78 DEG 48M 45S W 11.71FT TH S78DEG 48M 45S W *40.37FT TH S20DEG 28M 35S W 141.34FT TH S67DEG 49M 34S W 95.33FT TH N2DEG 33M 12S E 484. 8FT TH N78DEG 49M 20S E 970.11FT TO POB 7.81 AC Carver HOMES SUB T2S R9E L75 P17 TO 19 WCR (Property ID # 44 009 03 0001 005). Phillip Cavanagh has offered \$\$62,800.00 for the parcel. **Pg. 56**

E. Discussion/Action: (Darin Carrington) Consideration to approve the AFSCME Local 290 Contract. **Pg. 65**

F. Discussion/Action: (Felicia Rutledge) Consideration of a Special Event, the Inkster Summerfest to be held on July 8th and 9th, 2017. **Pg. 111**

G. Discussion/Action: (Jeannie Fields) Consider approval in the Wayne Urban County Program for the Community Development Block Grant Program (CDBG) and the HOME Partnerships Investment Program for Three (3) years through Program Year 2020. **Pg. 137**

H. Discussion/Action: (Jerome Bivins) Consideration for City Council to adopt a Resolution to the Wayne County Commissioners Office for a Four Way Left Turn Signal at Inkster Road and Cherry Hill.

10. Public Participation (limit to 3 minutes)

11. City Clerk

12. City Treasurer

13. Mayor and Council Communication

14. Closed Session

Council may enter into Closed Session to discuss contract negotiations, purchase or

lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

15. Adjournment

Felicia Rutledge
City Clerk

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 30, 2017

From: Nate Ford,
Economic Development Director

Date for Council Consideration: June 5, 2017

ACTION REQUESTED: Zaremba Group respectfully requests Approval to Vacate the Public Alley that currently exists between Stanford and Lehigh Streets just east of Inkster Rd. The 20.0 FT ALLEY EAST OF LOTS 1414 TO 1426 INCL WATSONIA PARK SUB NO.2 T2S R10E L55 P9 WCR

Current Action _____ Emergency _____ Future _____

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

Mayor's Approval Byron Nolen

BACKGROUND INFORMATION

Zaremba Group has gone through the Planning process for the proposed retail development at the vacant property located between Stanford and Lehigh Streets just east of Inkster Rd. As part of the land acquisition process and to meet all local codes ordinances and regulations, a Vacate of Public Alley was determined to be required. As a result, a request from the developer to Vacate the Alley was submitted.

SCOPE OF SERVICES

It is highly recommended by the Economic and Planning Division that the applicant enter into an Easement Agreement with the Department of Public Services Division.

JUSTIFICATION

It is required that any development surrounding and /or contiguous to a public right of way, alley or street be investigated for municipal and private utilities. In the event that utilities do exist and upon no objection from utilities, an easement agreement is required allowing access by utilities.

PROJECT OR IMPROVEMENT TASKS

Which of the Five (5) Council Goals does this request meet?

Note to Department Heads: You may indicate anywhere from one to all five goals, if applicable.

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

COSTS

There is NO cost to the City

PROJECT TIME TABLE

Estimated time for the conclusion of the project is 6 (six) months.

RESOLUTION

Authorization is hereby given for the Vacation of the Public Alley that currently exists between
Stanford and Lehigh Streets just east of Inkster Rd.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



ZAREMBA GROUP

March 24, 2017

**Honorable Inkster City Council
Attn: Felicia Rutledge, City Clerk
City of Inkster
26215 Trowbridge Rd
Inkster, Michigan 48141**

RE: Vacation of Public Alley

Dear Honorable Inkster City Council,

Zarembo Group would like to respectfully request the vacation of the public alley that currently exists between Stanford and Lehigh Streets just east of Inkster Road. (See enclosed survey)

It is our hope to incorporate the vacated alley into our proposed retail development along Inkster Road. We look forward to working with the City of Inkster to vacate this alley.

Sincerely,

**Jason M. Russell
Site Selection and Development Specialist
Zarembo Group
216-226-2112
jrussell@zarembogroup.com**

ALTA/NSPS LAND TITLE SURVEY

 ATWELL ALTA/NSPS LAND TITLE SURVEY		NAME COS. V. B. CO. B. CO. CITY OF ALTA STATE OF ALTA, COUNTY OF ALTA	ALTA/NSPS LAND TITLE SURVEY ALTA/NSPS LAND TITLE SURVEY
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LEGEND
 THIS SURVEY WAS MADE BY THE ALTA/NSPS LAND TITLE SURVEY COMPANY, INC. ON BEHALF OF THE ALTA/NSPS LAND TITLE SURVEY COMPANY, INC. THE SURVEY WAS MADE IN ACCORDANCE WITH THE ALTA/NSPS LAND TITLE SURVEY ACT, CHAPTER 12, SECTION 12.01, ALTA/NSPS LAND TITLE SURVEY ACT, CHAPTER 12, SECTION 12.01, ALTA/NSPS LAND TITLE SURVEY ACT, CHAPTER 12, SECTION 12.01.



ALTA/NSPS LAND TITLE SURVEY ACT, CHAPTER 12, SECTION 12.01
 THE ALTA/NSPS LAND TITLE SURVEY ACT, CHAPTER 12, SECTION 12.01, ALTA/NSPS LAND TITLE SURVEY ACT, CHAPTER 12, SECTION 12.01, ALTA/NSPS LAND TITLE SURVEY ACT, CHAPTER 12, SECTION 12.01.





CITY OF INKSTER

Department of Public Services
26900 Princeton
Inkster, MI 48141
www.cityofinkster.com
313.563.9774

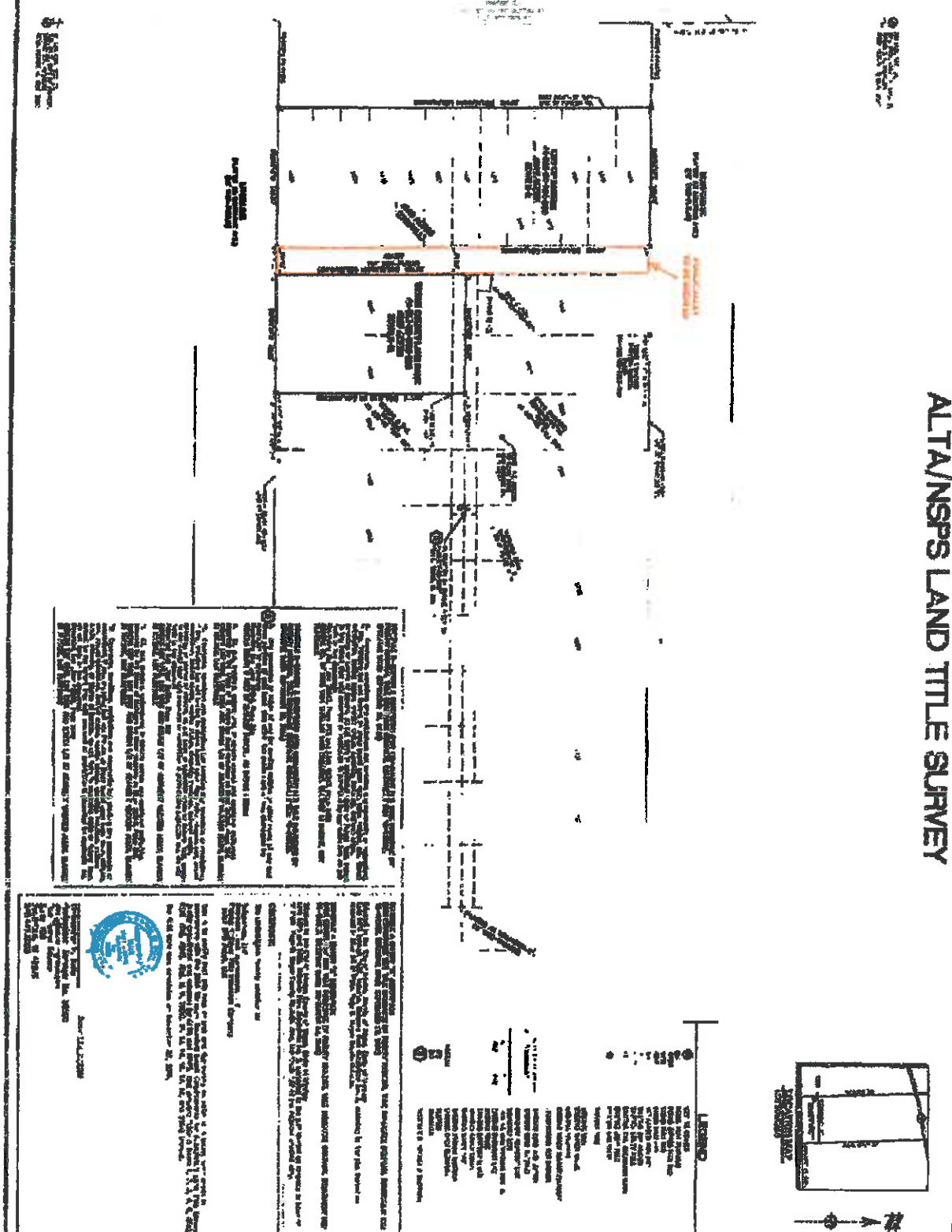
To: Nate Ford, Community Development Director
From: Bud Avery, DPS Crew Chief
Date: May 11, 2017
Re: Vacating public Alley on Inkster Rd. between Stanford & Lehigh

I have contacted DTE Energy Gas and Electric on the proposed vacating of this alley with the electric side stating they have no problem with this except they will need an easement to access their electric pole located in the alley. On the gas side they have sent a map showing they have no utilities in the alley. I also contacted ATT and they also stated they have no conflict with this except they will also need an easement to access the DTE pole that their equipment is attached to. I have also reached out to Comcast several times with no response.

A handwritten signature in cursive script that reads "Bud Avery".

Bud Avery, DPS Crew Chief

ALTA/NSPS LAND TITLE SURVEY



NOTES:

1. The survey was made from the original field notes and the original survey plat.
2. The survey was made from the original field notes and the original survey plat.
3. The survey was made from the original field notes and the original survey plat.
4. The survey was made from the original field notes and the original survey plat.
5. The survey was made from the original field notes and the original survey plat.

LEGEND:

- 1. Surveyed boundaries
- 2. Unsurveyed boundaries
- 3. Easements
- 4. Encroachments
- 5. Other features

ATWELL SURVEYING & ENGINEERING 1000 N. 10th St., Suite 100 Anchorage, Alaska 99503 Phone: (907) 556-1234 Fax: (907) 556-1235		PROJECT: ALTA/NSPS LAND TITLE SURVEY DATE: 10/1/2010	CLIENT: STATE OF ALASKA ADDRESS: 1000 N. 10th St., Suite 100 Anchorage, Alaska 99503
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Maya Roots

From: WLOTKOWSKI, PETER G <pw1678@att.com>
Sent: Thursday, March 30, 2017 12:10 PM
To: Maya Roots
Cc: Bud Avery
Subject: FW: Proposed Vacated Alley (Bud Avery)
Attachments: SKM_C224e17033011331.pdf

Bud,

Per our conversation, AT&T has no objection to the property change of vacating the public alley provided the DTE poles remain since we are attached to one of them which will be our feed for service to this new development.

Thank you
Peter Wlotkowski
MGR OSP PLNG & ENGRG DESIGN
ATO C&E-MW

AT&T
17651 Michigan Ave, Dearborn, MI 48126
Ofc 313.240.5465 | pw1678@att.com
MOBILIZING YOUR WORLD

From: Maya Roots [mailto:mroots@cityofinkster.com]
Sent: Thursday, March 30, 2017 11:29 AM
To: WLOTKOWSKI, PETER G <pw1678@att.com>
Cc: Bud Avery <bavery@cityofinkster.com>
Subject: Proposed Vacated Alley (Bud Avery)

Please see attached.

*Maya Roots
City of Inkster
Administrative Assistant
Department of Public Service
26900 Princeton
Inkster, MI 48141
313-563-9774*

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**The DTE Electric Company
Southwest Region Planning and Design
8001 Haggerty Road
Belleville, MI 48111-1801**



April 4, 2017

**Mr. Jerome Bivins
Director
City of Inkster
Department of Public Service
26900 Princeton
Inkster, Michigan 48141**

**Re: Vacation of entire alley, WATSONIA PARK SUBDIVISION NO. 2, East of Lots
1414 through Lots 1426 and West of Lots 1764 & 1765. South of Stanford Street,
North of Lehigh Avenue and East of Inkster Road.**

Dear Mr. Bivins;

**The DTE Electric Company (DTE) has reviewed the request for the vacation of a public
alley in the above described legal description as provided by the City of Inkster.**

**It has been determined that DTE has facilities in the proposed alley vacation. Please be
advised that DTE has no objection to the vacation of the proposed public alley as long as
an easement is retained for the use by any and all of DTE's facilities.**

**If you have any questions regarding this request, please feel free to contact me at
734.397.4083 or susan.campion@dteenergy.com.**

Respectfully yours,

**Susan M. Campion
Right-of-Way Facilitator
Western Wayne Service Center**

Daryl Davis

From: Bud Avery
Sent: Friday, April 28, 2017 7:58 AM
To: Daryl Davis
Subject: Fwd: Gas Pipeline Inquiry:

Sent from my iPhone

Begin forwarded message:

From: Tyler Remington <tyler.remington@dteenergy.com>
Date: April 27, 2017 at 8:39:43 AM EDT
To: Bud Avery <bavery@cityofinkster.com>
Subject: Re: Gas Pipeline Inquiry:

Please see the attached map in the previous email with an explanation of where our lines run. I do not believe that there will be any conflict.

Tyler Remington

DTE Gas - Land Representative

(405) 585-7553 cell

tyler.remington@dteenergy.com

From: Bud Avery <bavery@cityofinkster.com>
Sent: Thursday, April 27, 2017 8:23:51 AM
To: Tyler Remington
Subject: Re: Gas Pipeline Inquiry:

We are vacating the alley that runs north to south between Stanford in Lehigh and the Eastside of Inkster Road to the rear of that vacant property can you send me an email stating whether or not DTE has any conflict if you have questions please feel free to call me 313647-6007 thank you

Sent from my iPhone

On Apr 26, 2017, at 10:15 AM, Tyler Remington <tyler.remington@dteenergy.com> wrote:

I am showing that we have two lines on the West side of Inkster Rd and one line under the road itself. It looks like we cross Inkster Road and run E-W on

4/28/2017

the North side of Stanford and on the North side of Lehigh.

Depending on what you are doing out there, it may not be a bad idea to have our lines staked.

Please let me know if you have any questions or need any further assistance.

Tyler Remington

DTE Gas - Land Representative

(405) 585-7553 cell

tyler.remington@dteenergy.com

From: Nathaniel R Krommendyk
Sent: Tuesday, April 25, 2017 10:44:20 AM
To: Tyler Remington
Cc: bavery@cityofinkster.com
Subject: Gas Pipeline Inquiry:

Tyler,

Bud Avery, Crew Chief for the City of Inkster called me earlier in the week and I spoke with him this morning. He'd like to have us send him a note stating that we have no pipeline(s) or above ground assets on Inkster Road between Stanford St. and Lehigh St. (which is South of Michigan Ave.) in Inkster, MI.
Could you please review our gas maps and let him know ASAP of your findings?
Thanks!

Regards,

Nate Krommendyk
DTE Energy Gas - Land Representative
(231)258-3742

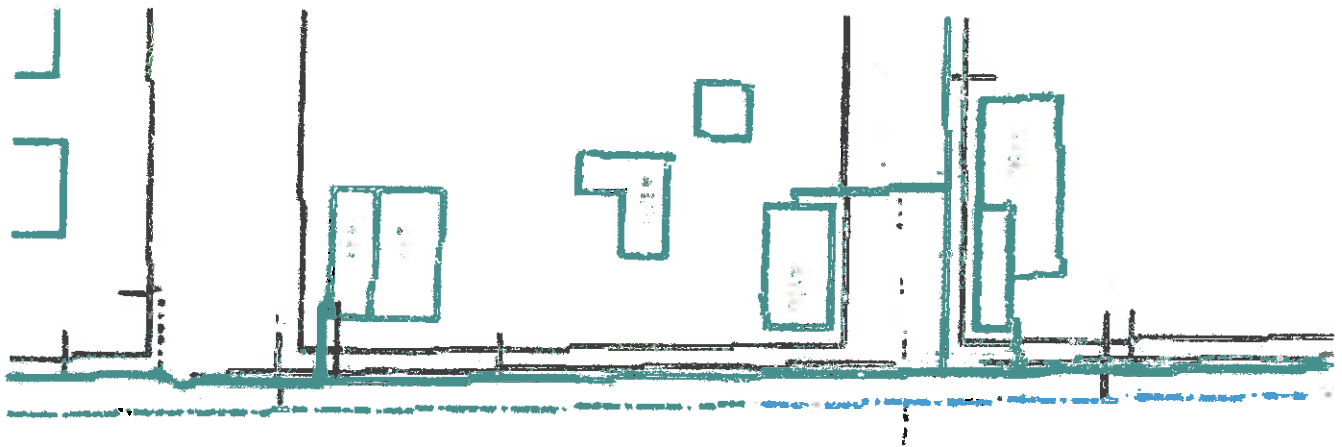
<Capture.JPG>

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4/28/2017

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4/28/2017



May 15, 2017
Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, May 15, 2017.

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

A. Agenda Discussion

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm council convenes into a Closed Executive Session at 7:10 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 7
NAYS: 0
ABSENT:

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to adjourn the closed Executive Session at 7:28 p.m. – Motion carried unanimously.

Call Meeting to Order

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

Pledge of Allegiance

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

Prayer

Prayer was led by Reverend Sherrod.

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Chisholm	Present
Councilwoman Mitchell	Present		

Approval of Agenda

Moved by Councilmember Oden, Seconded by Councilmember Mitchell
to approve the agenda with added item "A" to Presentations.
5-17-113R - Motion carried.

Presentations/Discussion

A. Introduction of new Police Officers – William Riley, Police Chief

Public Hearings

Consent Agenda

A. May 1, 2017 Regular City Council Meeting Minutes.

**Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams
to approved the Consent Agenda.
Resolution 5-17-114R – Motion carried.**

Boards and Commission

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

**Moved by Councilmember Oden, Seconded by Councilmember Chisholm
to appoint Jean Liddell to the Commission on Aging.
Resolution 5-17-115R – Motion carried.**

Nominations:

1. Roosevelt Stubbs – Commission on Aging.
2. Police and Fire Pension
3. Jason Turner – Cable Commission
4. Octavia Smith – Cable Commission

Previous Business

Ordinance(s)

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

New Business

A. Discussion/Action: (Darin Carrington) Consideration and adoption of the FY2017-2018 budget and the General and Special Appropriation Act Resolution.

**Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams
to adopt the FY2017-2018 budget and the General and Special Appropriation
Act Resolution.
Resolution 5-17-116R – Motion carried.
NAY: (Howard)**

B. Discussion/Action (Felicia Rutledge) Consideration and approval of a street closure request of Lexington between Jeffrey Lane and Spring Arbor streets on June 17, 2017 for a Juneteenth Celebration. (Middle Park Manor Block Club)

Moved by Councilmember Mitchell, Seconded by Councilmember Oden to approve of a street closure request of Lexington between Jeffrey Lane and Spring Arbor streets on June 17, 2017 for a Juneteenth Celebration. (Middle Park Manor Block Club)
Resolution 5-17-117R – Motion carried.

- C. Discussion/Action: (Felicia Rutledge) Consideration and approval of a street closure request of Sylvia between New York and Yale streets on May 28, 2017 for a Family Picnic. (Renee D. Bohannon)

Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams to approve of a street closure request of Sylvia between New York and Yale streets on May 28, 2017 for a Family Picnic. (Renee D. Bohannon)
Resolution 5-17-118R – Motion carried.

- D. Discussion/Action: (Nate Ford) Consideration and approval of a proposal from CBRE to provide consulting services for the development, marketing and evaluation of a RFQ specifically for the Town Center District (TCD).

Moved by Councilmember Howard, Seconded by Mayor Pro-Tem Williams to approve of a proposal from CBRE to provide consulting services for the development, marketing and evaluation of a RFQ specifically for the Town Center District (TCD) with the approval of the special conditions.
Resolution 5-17-119R – Motion carried.
NAY: (Watley)

- E. Discussion/Action: (Jeannie Fields) Consider approval to renew the agreement with Murray's Real Estate Services, LLC and Will Cooperate Realty, LLC to provide real estate services to sell city-owned structured properties and vacant lots for two (2) years with the option to extend for one (1) additional year.

Moved by Councilmember Howard, Seconded by Mayor Pro-Tem Williams to approve to renew the agreement with Murray's Real Estate Services, LLC and Will Cooperate Realty, LLC to provide real estate services to sell city-owned structured properties and vacant lots for two (2) years with the option to extend for one (1) additional year
Resolution 5-17-120R – Motion carried.

- F. Discussion/Action: (Jeannie Fields) Consideration and approval to enter into a contract with Environmental Testing & Consulting (ETC) to provide Asbestos and Hazardous Material Assessment and Clearance Services to prepare for demolition for two (2) years with the option to renew for one (1) year.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve to enter into a contract with Environmental Testing & Consulting (ETC) to provide Asbestos and Hazardous Material Assessment and Clearance Services to prepare for demolition for two (2) years with the option to renew for one (1) year.
Resolution 5-17-121R – Motion carried.

- G. Discussion/Action: (Jerome Bivins) Consideration authorizing Administration to enter into a purchase agreement installment with DTE Energy to replace all the City's street lights, within the boundaries of the City limits to more efficient bulbs.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve authorizing Administration to enter into a purchase agreement installment with DTE Energy to replace all the City's street lights, within the boundaries of the City limits to more efficient bulbs.
Resolution 5-17-122R – Motion carried.

H. Discussion/Action: (Darin Carrington) Consideration and approval of a contract with Plante Moran.

Move by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to approve a contract with Plante Moran.
Resolution 5-17-123R – Motion carried.

I. Discussion/Action: (Darin Carrington) Consideration and approval of the Constellation Energy contract.

Move by Councilmember Chisholm, Seconded by Mayor Pro-Tem Williams to approve the Constellation Energy contract.
Resolution 5-17-124R – Motion carried.

Public Participation

- **Glen Anderson, Wayne County Commissioner** – Stated he is looking into the left hand light upgrade on Inkster Road and Cherry Hill intersection.
- **Jewell Jones, State Representative** – Provided an update to residents regarding the legislation in Lansing. He stated that one hundred dollars extra per student will be provided to public schools and cyber schools being funded passed one hundred percent. He further announced the passing of State Representative, John Kivela.
- **Toni Bailey** – Announced the Spring Clean on May 20, 2017.
- **Gerazidho Galloway** – Expressed her disappointment with Chase Bank leaving the City of Inkster. She stated the city should get together and do something about Chase Bank leaving.
- **Larry Motley** – Stated a list of accomplishments that he has done for the City of Inkster while serving on the Southwest Block Club.
- **Patricia Morgan** – Asked is there a flooding policy for the city. She further asked why Hazelwood Street keep floods.
- **Officer Lebo** – Announced the movie in the police department's parking lot on Friday, May 26, 2017. She also thanked everyone that participated in the Bake Sale.
- **Pastor Jean Overman** – Announced the fundraiser Tea on June 3, 2017. She further announced that TFAB will be on Thursday at Mother's Pantry.
- **George Williams** – Stated he was disappointed in Chase Bank leaving. He asked about the millage money in the budget and what programming for seniors is being used by those funds.
- **Javion Johnson** – Announced contact information for State Representative Jewell Jones.
- **Williams Miller** – Stated he completed a FOIA request regarding Chase Bank leaving the city of Inkster. He said that the response stated that the city was not aware of Chase Bank leaving. He further stated that the community should do something about Chase Bank leaving.

City Clerk

- No comments

City Treasurer

- Announced that grass cutting has begun.

Mayor and Council

- **Councilwoman Watley** – Announced the Memorial Day Parade. She further announced a meeting for parade helpers that would be held at City Hall on May 19, 2017.
- **Councilman Oden** – Stated that District II would be holding an Advisory meeting on May 22, 2017 at the Booker Dozier Recreation Complex.
- **Councilwoman Mitchell** – Stated that District VI would be hosting their Advisory meeting on May 16, 2017 at the Twin Towers at 6pm. She thanked everyone for attending the Moulin Rouge Ball. She further thanked the City Clerk for being the top ticket seller. She said that from the Moulin Rouge fundraiser, the Inkster Task Force would be able to assist several organizations.
- **Councilwoman Howard** – Thanked Mayor Nolen for the monthly reports.
- **Councilman Chisholm** – He thanked the Inkster Police Department for assisting with a personal matter. He further stated he attended the Moulin Rouge Ball and if he must say so himself that he looked quite nice in his attire.
- **Mayor Pro-Tem Williams** – Announced the Inkster Summerfest will be returning on July 8th and 9th. He said that several popular acts are lined up for the entertainment. He further stated that the Inkster Vikings would be hosting their annual picnic on July 22, 2017. He said they would be having a fundraiser on May 20, 2017. He announced to the administration that a stop sign is being ran on Pine, west of Middlebelt. He announced District I Advisory meeting to be held on June 8, 2017 at St. Clemmons church.
- **Mayor Nolen** – Announced a record expungement fair on May 20, 2017. He stated that he had an idea that Chase Bank would be leaving the city. He said that he is in talks with some credit unions to see if they are willing to come to the city. He said because the bank is leaving does not mean the city is dying. He said he has been in talks with the State Police and the Wayne County Sheriff's Office to help assist with getting this crime together.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm and carried, the Regular Council meeting of May 15, 2017 was adjourned at 8:28 p.m.



Felicia Rutledge, City Clerk
City of Inkster

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

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

Page: 1
05/22/2017
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Fiat fee/City Attorney work	\$6,000.00
Municipal Legal Services	\$3,141.25
Labor	\$2,550.00
Litigation	\$24,951.80
Total Invoice for April, 2017	\$36,643.05

CITY OF INKSTER
Boards & Commissions

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

AGING COMMISSION

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

2 Year Term

9 Members

Ordinances: 414,457 & 508

Denise Champagne, Project Dir.
 - (Ex-Officio Member)
 Rochelle Wells
 Audrey Jean Searcy
 Doris Horne
 Henry Wade
 Toni Bailey
 Dorothy Gardner
 Chuck Coleman
 Gabe Henderson
 Jean Liddell
 Patricia Donald
 Iris Love

Tenure

Exp. 02/16/17
 Exp. 01/17/19
 Exp. 02/16/17
 Exp. 02/01/18
 Exp. 07/06/17
 Exp. 01/17/20
 Exp. 02/01/18
 Exp. 02/01/18
 Exp. 05/15/19
 Exp. 07/06/17
 Exp. 01/17/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing
 William Miller
 Gina Triplett (Alternate)
 Lenoria Warmack
 Celeste McDuffie

Clerk of the Board – Non Voting
 Exp. 02/06/2018
 Exp. 03/06/18
 Exp. 01/17/18
 Exp. 02/06/18

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey
 Kathleen Gibbs
 Gabe Henderson
 Avis Love

Exp. 05/16/18
 Exp. 02/06/19
 Exp. 05/16/18
 Exp. 03/16/17

Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant
 Vacant

BUILDING AUTHORITY COMMISSION - *Inactive*

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
Hersey Bryant, (C)
Horace Wells

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

CABLE TELEVISION COMMISSION

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

3 Year Term

9 Members

Ordinances 593 and 609

Timothy Williams Ex-Official
Troy Seaton Dist. 1
Vacant Dist. 2
Charmaine Kennedy Dist. 3
Vacant Dist. 4
Thelma Jean Overman Dist. 5
Franklin Minor Dist. 6
Sandra Watley **Mayoral**
Steven Chisholm At-Large

Exp. 01/17/20

Exp. 01/17/20

Exp. 02/06/20
Exp. 01/04/19
Exp. 01/03/20
Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden
Vacant - (Employee Representative)
James White
- (Commission Appointment)

Exp. 6/18/15
Exp. 12/04/11

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Henry Wade		Exp. 12/17
- (Licensed Plumber)		
Stephen Lawrence		Exp. 12/17
Tiara Jones		Exp. 10/17
Kenyatta Mason		Exp. 10/17
- (Licensed Electrician)		
Marcus Hendricks –		Exp. 12/17
- (Licensed Electrician)		
- Tom Michelini		Exp. 04/19
– Building Inspector		
- (Licensed Engineer/Inspector)		

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

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Connie R. Mitchell		Tenure
Martha Theis		Exp. 01/14/18
Lewis Gregory		Exp. 10/06/18
Cynthia Adams (Secretary)		Exp. 01/14/18
Brittini Abiolu (Vice Chair)		Exp. 05/18/19
Peter Cimeot		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Val Ogbonaya		Exp. 07/20/19
Winston Wade		Exp. 12/17/16
Rerhi Onomake (Treasurer)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Byron Nolen		Tenure
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21
Deborah Walker		Exp. 06/07/16
Mary Weislo		Exp. 03/07/17
Cassandra Leonard		Exp. 06/07/16
Herbert Johnson		Exp. 06/07/16
Dennis Weislo		Exp. 06/07/19
Charmaine Kennedy		Exp. 01/17/23
Connie R. Mitchell		Exp. 02/06/23

ELECTRICAL EXAMINING BOARD

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

HOUSING AND REDEVELOPMENT

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

5 Year Term

6 Members

State Law and Ordinance 99

Caroline Smith
 Mable Stroman
 Ellis Clifton
 DaSalla Scott
 George Williams

Tenure

Exp. 12/21
 Exp. 12/21
 Exp. 12/21
 Exp. 01/22 (Resident Housing)
 Exp. 12/21

INKSTER HISTORICAL COMMISSION

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

2 Year Term

7 Members

State Law and Ordinance 196

Theola Jones	Dist. 1
Rhoda Littles	Dist. 2
Ruth E. Williams	Dist. 3
Vacant	Dist. 4
Vacant	Dist. 5
Vacant	Dist. 6
Vacant	

Exp. 02/06/19
 Exp. 02/06/19
 Exp. 02/06/19

LIBRARY BOARD**4 year term**

Michael Wells
 Akindele Akinyemi
 DeAndra Crystal-Rikay Watley
 Dosye A. Thompson
 Emmereal Shawn Wells
 Ruth E. Williams

Exp. 2019
 Exp. 2019
 Exp. 2019
 Exp. 2019
 Exp. 2019
 Exp. 2019

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

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

2 Year Term

7 Members

Ordinance: 603

Nell Harrison	Dist. 1
Curtistine Barge	Dist. 2
Brittni Abiolu	Dist. 3
Olubisi B. Ajetunmobi	Dist. 4
Vacant	Dist. 5
Barbara Cooper	Dist. 6
Marie Jenkins	Mayoral

Exp. 3/21/18
 Exp. 1/20/18
 Exp. 3/7/18
 Exp. 1/20/18

 Exp. 5/2/18
 Exp. 1/20/18

LOCAL OFFICERS COMPENSATION COMMISSION

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

7 Year Term

7 Members

State Law and Ordinance 409

Lenoria Warmack
 Thelma Jean Overman
 Debra Owens
 Ann Gross
 Ronald Johnson
 George Williams
 Aaron Sims

Exp. 10/17/2023
 Exp. 10/17/2023
 Exp. 10/17/2023
 Exp. 12/5/2023
 Exp. 12/19/2023
 Exp. 12/19/2023
 Exp. 01/03/2024

PARKS AND RECREATION COMMISSION

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

2 Year Term

9 Members

Ordinances: 493 & 551

John White	Dist. 1	Exp. 03/20/19
Deborah Owens	Dist. 2	Exp. 03/25/16
Shelby Johnson	Dist. 3	Exp. 09/15/16
Verneil Massey	Dist. 4	Exp. 12/01/16
Lenardo Gambrio	Dist. 5	Exp. 10/15/16
James Richardson IV	Dist. 6	Exp. 09/15/16
Tonia Williams	Mayoral	Exp. 02/20/19
Shirley Hankerson	Mayoral	Exp. 05/01/19
Yolanda Lockett	Council	Exp. 01/20/17

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Alisa Todd	Dist. 1	Exp. 3/7/18
Katrina Coats	Dist. 2	Exp. 3/7/18
Zeavean Johnson	Dist. 3	Exp. 3/7/18
William Grubbs	Dist. 4	Exp. 3/7/18
Taylor Todd	Dist. 5	Exp. 3/7/18
Demon Zimmerman	Dist. 6	Exp. 3/7/18
Tiwain Smith	Mayoral	Exp. 3/7/18

PLANNING COMMISSION

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

3 Year Term

9 Members

State Law and Ordinance 33

Marcus Hendricks (Council appointee)	Exp. 12/18
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 10/18
Timothy Williams (Mayor Pro-Tem)	Exp. 7/19
Mack Willis	Exp. 2/20
James Garrett	Exp. 08/17
William Ratliff (Vice-Chair)	Exp. 04/19
Lynette Cain (Secretary)	Exp. 05/19
Steven Chisholm (Chair)	Exp. 04/19

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]

2 Year Term

5 Members

Charter

Lorenzo A. Moner, Jr.	Mayoral	Exp. 12/17
Barry O'Bryan	Police Rep	
Jason Kaye	Fire Rep	
	City Council Rep	Exp. 12/17
Velma Overman	Board of Trustee Rep	

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
Marcus Hendricks	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

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

3 Year Term

7 Members

State Law and Ordinance 277

Ruth E. Williams	Dist. 1	Exp. 02/15/19
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 04/03/20
James Cross	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs (S)	Dist. 4	Exp. 09/2/17
Vanola Williams	Dist. 5	Exp. 02/06/20
Norma McDaniel	Dist. 6	Exp. 10/05/18
Tom Michelini		Exp. 04/18/19

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 36300 Warren Rd. Westland, MI. 48185]

Mayor Pro-Tem Timothy Williams

Exp. Tenure

Denise Champagne, Community Appointee

Exp. (Appointed in 2009)

2015 Community Development Block Grant Advisory Council (CDBG)

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

Timothy Williams, Council Appointee

Exp. 2016

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

Byron Nolen	Tenure
Brittini Abiolu	Exp. 6/06/22
Avis Love	Exp. 03/20/23
Connie R. Mitchell	Exp. 02/06/23
Rerhi Onomake	Exp. 03/16/21
Dennis Weislow	Exp. 06/07/19
Charmaine Kennedy	Exp. 02/20/21
Mary Weislow (Treasurer)	Exp. 06/06/22
Winnie Nwankwo	Exp. 05/18/21
Akindele Akinyemi	Exp. 05/18/21

BROWNFIELD REDEVELOPMENT AUTHORITY

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

Terms 1, 2 and 3 years Up to 9 members

Resolution 02-9-458

Timothy Williams, City Council Representative	Tenure
Darin Carrington, Treasurer	Tenure
M. Jeannie Fields, Community	Tenure
Tonia C. Williams	Exp. 02/20/19
Dorothy Gardner	Exp. 09/21/17

June 5, 2017

NOTES:

 Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 24, 2017

From: Felicia Rutledge, City Clerk  Date for Council Consideration: June 5, 2017

ACTION REQUESTED: Consider approving the request for street closure of Eastern Street between Avondale Street on July 4, 2017 for a Birthday Party from 8:00 a.m. until 10:00 p.m. (Robert Johnson)

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval 

BACKGROUND INFORMATION

The request is to seek permission to close Eastern Street between Avondale on July 4, 2017 from 8:00 a.m. until 10:00 p.m. A signed petition by neighbors has been included. All appropriate sign offs from the city have been obtained.

SCOPE OF SERVICES

N/A

JUSTIFICATION

N/A

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

N/A

PROJECT TIME TABLE

July 4, 2017 8:00 a.m. until 10:00 p.m.

RESOLUTION

Authorization is hereby given for a Street closure on Eastern Street between Avondale for a Birthday Party on July 4, 2017 from 8:00 a.m. until 10:00 p.m. (Robert Johnson)

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



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:

ROBERT JOHNSON
Name

734-489-2711
Phone Number

28918-AVONDALE INKSTER, MI
Applicant Address

Email (Optional)

REQUEST:

Street To Be Closed: EASTERN Cross Streets: AVONDALE

Date(s) To Be Closed: JULY - 4 - 2017

Event Hours: 8:00 am/pm To 10:00 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: BIRTHDAY PARTY

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: Robert Johnson

Date: 8-5-17

**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: _____



P29



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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

ROBERT JOHNSON
Name

734-489-2711
Phone Number

28918-AVONDALE INKSTER, MI
Applicant Address

Email (Optional)

REQUEST:

Street To Be Closed: EASTERN Cross Streets: AVONDALE

Date(s) To Be Closed: JULY - 4 - 2017

Event Hours: 8:00 am/pm To 10:00 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: BIRTHDAY PARTY

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Applicant Signature: Robert Johnson

Date: 5-5-17

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire PP DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

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

City Clerk Signature: _____ Date: _____



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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

ROBERT JOHNSON
Name

734-489-2711
Phone Number

28918-AVONDALE INKSTER, MI
Applicant Address

Email (Optional)

REQUEST:

Street To Be Closed: EASTERN Cross Streets: AVONDALE

Date(s) To Be Closed: JULY - 4 - 2017

Event Hours: 8:00 am/pm To 10:00 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: BIRTHDAY PARTY

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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: Robert Johnson

Date: 5-5-17

OFFICIAL USE ONLY REQUIRED APPROVALS:

Police _____ Fire _____ DPS _____ BLDG 5/4/17

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

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

City Clerk Signature: _____ Date: _____



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 City of Inkster
 26215 Trowbridge
 Inkster, MI 48141

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 Fax: 313.563.7378
 frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

ROBERT JOHNSON
 Name

734-489-2711
 Phone Number

28918-AVONDALE INKSTER, MI
 Applicant Address

 Email (Optional)

REQUEST:

Street To Be Closed: EASTERN Cross Streets: AVONDALE

Date(s) To Be Closed: JULY - 4 - 2017

Event Hours: 8:00 am To 10:00 pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: BIRTHDAY PARTY

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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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: [Signature]

Date: 5-5-17

**OFFICIAL USE ONLY
 REQUIRED APPROVALS:**

Police _____ Fire _____ DPS JB BLDG _____

REQUIRED EQUIPMENT:

Barricades X Cones X Other _____

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

City Clerk Signature: _____ Date: _____



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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

ROBERT JOHNSON
Name

734-489-2711
Phone Number

28918-AVONDALE INKSTER, MI
Applicant Address

Email (Optional)

REQUEST:

Street To Be Closed: EASTERN Cross Streets: AVONDALE

Date(s) To Be Closed: JULY - 4 - 2017

Event Hours: 8:00 am/pm To 10:00 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: BIRTHDAY PARTY

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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: [Signature] Date: 5-5-17

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police P Fire _____ DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades P Cones P Other _____

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

City Clerk Signature: _____ Date: _____

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 24, 2017

From: Felicia Rutledge, City Clerk

Date for Council Consideration: June 5, 2017

ACTION REQUESTED: Consider approving the request for street closure of Lehigh between Bayham and Meadowdale on June 24, 2017 for a Family Reunion from 8:00 a.m. until 8:00 p.m.
(Elijah Fizer)

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval

Byron Nolen

BACKGROUND INFORMATION

The request is to seek permission to close Lehigh Street between Bayham and Meadowdale on June 24, 2017 from 8:00 a.m. until 8:00 p.m. A signed petition by neighbors has been included. All appropriate sign offs from the city have been obtained.

SCOPE OF SERVICES

N/A

JUSTIFICATION

N/A

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

N/A

PROJECT TIME TABLE

June 24, 2017 8:00 a.m. until 8:00 p.m.

RESOLUTION

Authorization is hereby given for a Street closure on Lehigh Street between Bayham and Meadowdale for a Family Reunion on June 24, 2017 from 8:00 a.m. until 8:00 p.m. (Elijah Fizer)

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



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:

ELIJAH FIZER
Name

26233 Lehigh
Applicant Address

CELL 313-320-2694
313-274-3455
Phone Number

Email (Optional)

REQUEST:

Street To Be Closed: Lehigh

Cross Streets: Bayham & Meadowdale

Date(s) To Be Closed: JUNE -24-2017

Event Hours: 8 AM am/pm To 8 PM am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: FAMILY FRIENDLY Re UNION FIZER DAY

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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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: [Signature]

Date: 5-23-17

**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

Street Closure/Block Party Petition

We the undersigned acknowledge and support the request for a Block Party on

26233 Lehigh between BAY HAN
 (Street) (Street)

and MEADOWDALE for the date and time of JUNE - 24 - 2007
 (Street) (Event date & time)

Block Party Coordinator: ELIAB FIZER
 (Contact Person)

Daytime Number: 8AM Evening Number: 8 PM

Name	Address
ELIAB FIZER	26233 - Lehigh
Danny Brown	26241 - Lehigh
Felicia Rutledge	26257 Lehigh
Edna S. Fizer	26275 Lehigh
Sharon McQueen	26278 Lehigh
Myrtle Lewis	313-800 26248 Lehigh
Paul Wesley	26208 Lehigh
Edna Walker	26200 Lehigh
Valerie Crawford	26176 - Lehigh
Robert Walker	26138 Lehigh
Leanne Wilson	26124
Leanne Wilson	26124
Ray Robinson	26111
Robert Walker	26123 Lehigh
Beese Tryon	26217 Lehigh
JAHNNAH ROSEN	26240 - Lehigh
	26225 Lehigh



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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

ELIJAH FIZER

Name

26233 Lehigh

Applicant Address

CELL 313-320-2694

313-274-3455

Phone Number

Email (Optional)

REQUEST:

Street To Be Closed: Lehigh

Cross Streets: Bayham & Meadowdale

Date(s) To Be Closed: JUNE - 24 - 2017

Event Hours: 8 AM am/pm To 2 PM am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: FAMILY FATHER REUNION FIZER DAY

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: [Signature]

Date: 5-23-17

OFFICIAL USE ONLY REQUIRED APPROVALS:

Police _____ Fire _____ DPS _____ BLDG Chung 5/23/17

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

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

City Clerk Signature: _____ Date: _____



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

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

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

ELIJAH FIZER
Name

26233 Lehigh
Applicant Address

CE 11 313-320-2694
313-274-3455
Phone Number

Email (Optional)

REQUEST:

Street To Be Closed: Lehigh

Cross Streets: Bayham & Meadowdale

Date(s) To Be Closed: JUNE - 24 - 2017

Event Hours: 8am am/pm To 2 PM am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: FAMILY Reunion Fizer Day

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: [Signature]

Date: 5-23-17

**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: _____

[Signature] 05/22/17
[Signature]



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

www.cityofinkster.com
 Phone: 313.563.9770
 Fax: 313.563.7978
 frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

ELIJAH FIZER
 Name

26233 Lehigh
 Applicant Address

CE 11 313-320-2694
313-274-3455
 Phone Number

 Email (Optional)

REQUEST:

Street To Be Closed: Lehigh

Cross Streets: Bayham & Mendowdale

Date(s) To Be Closed: JUNE - 24 - 2017

Event Hours: 8 am am/pm To 2 PM am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: FAMILY Reunion Fizer Day

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Applicant Signature: [Signature]

Date: 5-23-17

**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: _____



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

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

ELIJAH FIZER
Name
26233 Lehigh
Applicant Address

CE 11 313-320-2674
313-274-3455
Phone Number

Email (Optional)

REQUEST:

Street To Be Closed: Lehigh Cross Streets: Bayham 1 Meadowdale
Date(s) To Be Closed: JUNE -24-2017
Event Hours: 8 AM am/pm To 2 PM am/pm (EVENTS MUST CONCLUDE BY 10PM)
Type Of Event: FAMILY FATHER REUNION FIZER DAY

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: [Signature] Date: 5-23-17

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:

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 23, 2017

From: Nate Ford,
Economic Development Director

Date for Council Consideration: June 5, 2017

ACTION REQUESTED: Consider authorizing the City to enter into Development Agreements with selected developers to participate in the Inkster Neighborhood Stabilization Program (INSP).

Current Action _____ Emergency _____ Future _____

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

Mayor's Approval /s/ Byron Nolen

BACKGROUND INFORMATION

The City of Inkster will select one or more developer/participant ("Firms") to collaborate in a reinvestment program through acquisition/redevelopment /resale of tax-foreclosed, single-family residential structures and selected commercial or vacant properties. These properties are to be acquired from the Wayne County Treasurer's Office through the City's First Right of Refusal (FROR). Properties can be both vacant and occupied.

SCOPE OF SERVICES

1. The City will exercise the right to have first selection of tax foreclosed properties that are available for purchase from the FROR Tax Foreclosure Property list. The City will then distribute among the selected Firm(s) from such list in an equitable fashion as determined solely by the City from the properties made available through the Wayne County Treasurer.
2. The initial acquisition of properties will be done by the City of Inkster via the Wayne County Treasurer's Office FROR. The City must be reimbursed within five (5) business days for all costs associated with the acquisition of these properties.
3. The programs will be funded by the selected Firm(s). Selected firms will be required to have a minimum \$250,000 in the form of a line of credit from an approved financial institution, or cash in escrow held by the City of Inkster, no later than ten (10) days prior to contract execution. The City, at its sole discretion, may require a lesser amount.
4. Once the City receives the Initial Quit Claim Deed transferring ownership from the Wayne County Treasurer, a Quit Claim Deed will be prepared by the City and delivered to the purchasing Firm(s). Purchasing Firms shall pay all recording fees.
5. Selected Firms will be responsible for up keep of homes, before, during and after the redevelopment, up to the final sales date (including but not limited to grass cutting, snow removal, property maintenance, etc). Insurances must be maintained from the date of acquisition and all property taxes for each acquired home/property are to be paid on time by contracted Firm(s). Existing and future property taxes, special assessments, water utility bills, and other City liens for each property are to be paid in a timely manner by the selected Firm(s). Firms are responsible for knowing any and all outstanding encumbrances on all properties.

6. All rehabilitation/redevelopment work must be completed within twelve (12) months of the contract start date. All projects must have completed sales transactions by the contract end date. Firms must submit proposed schedule (with activity delineated) and implementation strategy.
7. All sales by selected Firms must be offered to the public at large. No private sales are permitted for the acquired properties. All sales must be at "arm's length". All sales transactions (closings) to take place using an approved title company. Firms must provide title policy to each prospective homebuyer.

JUSTIFICATION

In an effort to mitigate the potential blight, sustain and increase property values, and strengthen neighborhoods.

PROJECT OR IMPROVEMENT TASKS

Which of the Five (5) Council Goals does this request meet?

Note to Department Heads: You may indicate anywhere from one to all five goals, if applicable.

1. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster
2. Develop a plan to address the City's current debt and legacy costs
3. Improve and promote the image of Inkster

COSTS

There is NO cost to the City

PROJECT TIME TABLE

The selected developers will have twelve (12) months to complete the home rehabilitation/redevelopment of each acquired property, and to have homes listed for sale. Developers will have eighteen (18) months to complete sales transactions on all properties.

RESOLUTION

Authorization is hereby given to enter into Development Agreements with selected developers for the INSP program.

Resolved by _____

Seconded by _____

**Yes:
No:
Absent:**



**City of Inkster, Michigan
Request for Qualifications (RFQ)**

**Inkster Neighborhood Stabilization Program
(INSP)**

**Developers
Acquisition, Redevelopment & Resale
of Tax Foreclosed Properties
(Project Year 2017-2018)**

**Issue Date: April 13, 2017
Submission Date: May 8, 2017**

Program Contact: Nate Ford, Economic Development Director

**Submission Location: Inkster City Hall
26215 Trowbridge
Inkster, MI 48141
(313) 563-4232**



**CITY OF INKSTER NOTIFICATION OF REQUEST FOR QUALIFICATIONS (RFQ)
INKSTER NEIGHBORHOOD STABILIZATION PROGRAM (INSP)
DEVELOPER ACQUISITION/REHABILITATION/RESALE
(Project Year 2017 - 2018)**

The City of Inkster is seeking Request for Qualifications (RFQ) from qualified developers to provide professional services to acquire, rehabilitate and sell residential tax foreclosed properties in targeted residential neighborhoods. Services shall be performed for the Inkster Neighborhood Stabilization Program (INSP).

Documents shall be available as of April 13, 2017, at the Inkster City Clerk's Office located at 26215 Trowbridge, Inkster, MI 48141 between the hours of 8:30 a.m. and 4:00 p.m. or online at www.cityofinkster.com. **Sealed applications must be submitted to the City Clerk's Office, 26215 Trowbridge, Inkster, MI 48141, on or before May 8, 2017, at 3:00 pm after which submissions will be publicly opened.**

Written questions regarding the substance of the RFQ or scope of services must be submitted via e-mail to the City of Inkster contact listed below no later than **May 1, 2017 at 4:00 pm**. For additional information regarding the request for proposals, please contact Nate Ford, Economic Development Director, at nford@cityofinkster.com.

This municipality is an equal opportunity employer. Businesses owned by women or minorities are strongly encouraged to bid. The Contractor shall comply with all the provisions of the City of Inkster.

The City of Inkster reserves the right to reject any and all applications, to waive defects in submitted applications, to enter negotiations with any applicant, to re-solicit and request new applications and to conduct an application evaluation review meeting with any and all applicants. The City will not be responsible for any costs or fees associated with the preparation of a response to this request for qualifications.

Felicia Rutledge
City Clerk
City of Inkster

Post: April 13, 2017
Publish: April 20, 2017

**Inkster Neighborhood Stabilization Program (INSP)
Request for Qualifications (RFQ)**

Objective Overview

The City of Inkster will select one or more developer/participant ("Firms") to collaborate in a reinvestment program through acquisition/redevelopment/resale of tax-foreclosed, single-family residential structures and selected commercial or vacant properties. These properties are to be acquired from the Wayne County Treasurer's Office through the City's First Right of Refusal (FROR). Properties can be both vacant and occupied.

Eligibility

Selected Firms may be eligible to participate in the City's program for up to three (3) years. The City, at its sole discretion, may disqualify Firms from future participation. Changed financial positions, poor performance, or other issues may be considered when determining continued qualification.

Contractual Agreement

A contract will be executed between the City of Inkster and the successful Firm(s). Successful Firm(s) will be required to have a minimum \$250,000 in the form of a line of credit from an approved financial institution, or cash held in escrow by the City of Inkster, no later than ten (10) days prior to contract execution.

Eligible Projects

The City of Inkster has implemented an acquisition/redevelopment/resale program. Tax foreclosed single-family homes must be rehabilitated/redeveloped and sold for owner-occupancy only. Other property types may be designated as an eligible project at the sole discretion of the City. Firms are required to coordinate with the Inkster Building Department for all required building permits, inspections, etc. All buildings will be rehabilitated/redeveloped to meet, at a minimum, the Michigan Building Code and ordinances. Firms are required to use Energy Star and energy efficient technologies when redeveloping all properties.

Acquisition and Limitation Details

The selected Firm(s) will have twelve (12) months to complete the home rehabilitation/redevelopment of each acquired property, and to have homes listed for sale. Firms will have eighteen (18) months to complete sales transactions on all properties.

1. City of Inkster reserves the right to have first selection of tax foreclosed properties that are available for purchase from the 2017 FROR Tax Foreclosure Property List. Selected firm(s) will then be able to select from the available pool of tax foreclosed residential properties made available through the Wayne County Treasurer.
2. City of Inkster will not be responsible for displacement of owner occupants.
3. In the case where firms choose to acquire the same properties, City of Inkster will determine who is awarded that property.

Use of Funds

All residential properties/homes will be owner-occupied, single-family residential units. Although not required, selected Firm(s) is encouraged to seek out Home Buyer Assistance for potential homebuyers.

Marketing

The Firm(s) under contract with the City of Inkster must certify that it will affirmatively market the properties through a local Realtor, MLS, or reputable internet based real estate marketing webpage. Verification of previous affirmative marketing efforts may be required by the City.

Women and Minority Business Enterprise (W/MBE) Outreach

The Firm(s) under contract with the City of Inkster must certify that it will encourage participation of W/MBE subcontractors. Verification of outreach efforts will be required by the City.

Scope of Services

The City of Inkster will select Firm(s) to perform the following services with the intent to meet the objectives of the Program.

1. The City will exercise its right to have first selection of tax foreclosed properties that are available for purchase from the FROR Tax Foreclosure Property List. The City will then distribute among the selected Firm(s) from such list in an equitable fashion as determined solely by the City from the properties made available through the Wayne County Treasurer.
2. The initial acquisition of properties will be done by the City of Inkster via the Wayne County Treasurer's Office FROR. The City must be reimbursed within five (5) business days for all costs associated with the acquisition of these properties.
3. The Program will be funded by the selected Firm(s). Selected Firms will be required to have a minimum \$250,000 in the form of a line of credit from an approved financial institution, or cash in escrow held by the City of Inkster, no later than ten (10) days prior to contract execution. The City, at its sole discretion, may require a lesser amount.
4. Once the City receives the initial Quit Claim Deed transferring ownership from the Wayne County Treasurer, a Quit Claim Deed will be prepared by the City and delivered to the purchasing Firm(s). Purchasing Firms shall pay all recording fees.
5. Selected Firms will be responsible for up keep of homes before, during and after the redevelopment, up to the final sales date (including but not limited to grass cutting, snow removal, property maintenance, etc.). Insurances must be maintained from date of acquisition and all property taxes for each acquired home/property are to be paid on time by contracted Firm(s). Existing and future property taxes, special assessments, water utility bills, and other City liens for each property are to be paid in a timely manner by the selected Firm(s). Firms are responsible for knowing any and all outstanding encumbrances on all properties.
6. All rehabilitation/redevelopment work must be completed within twelve (12) months of the contract start date. All projects must have completed sales transactions by the contract end

date. Firms must submit proposed schedule (with activities delineated) and implementation strategy.

7. All sales by selected Firms must be offered to the public at large. No private sales are permitted for the acquired properties. All sales must be "arm's length". All sales transactions (closings) to take place using an approved title company. Firms must provide title policy to each perspective homebuyer.

Recapture Provision

In the event a firm does not meet the required contract deadlines or other contract provisions without express written approval from Community & Economic Development staff, the acquired properties will be transferred back to the City of Inkster's ownership via a Quit Claim Deed. Firms will not be reimbursed for any expenses and they will no longer be eligible to participate in future program activities.

Eligible Homebuyer Guidelines

1. All buyers that require mortgage financing, will receive fixed rate mortgages with interest rates and closing costs at the best available rate for borrowers with good credit in the local market.
2. Adjustable Rate Mortgages, Interest Only Mortgages, Balloon Mortgages, or any other mortgage that is classified as Sub-Prime will not be accepted.
3. Remaining unsold rehabilitated properties are eligible for Land Contract terms only within sixty (60) days from the end date of this contract. The firm must charge a fair market fixed interest rate to all homebuyers. The firm must be the Land Contract holder, no third party investors allowed. Land Contract documents must be recorded with Wayne County Register of Deeds and to provide the homebuyer with a title policy from an approved title company.
4. Full cash purchases are allowed.
5. Homebuyer must be an owner-occupant and must register the home as a Homestead property with the City of Inkster Assessor's Office (located at City Hall, 26215 Trowbridge, Inkster, MI 48141).

Submission Requirements

1. RFQ submissions must meet minimum requirements. Only complete submissions will be considered. At the City's discretion, missing information may be requested. After an initial review of the submissions, the Inkster Administrative staff may schedule interviews with qualified Firms. A contract will be executed with the Firm(s) selected as desired by the City. Contracts are expected to be awarded by the Inkster City Council.
2. Firms must be a qualified business. A qualified business shall mean a corporation, a Limited Liability Company, General or Limited Partnership, or a sole proprietorship (1) authorized to transact business in the State of Michigan, and (2) remains the authorized and responsible entity through the completion of the project.

3. All Firm(s) with interest in submitting to Inkster SHALL IMMEDIATELY SUPPLY by email (nford@cityofinkster.com) their company information (i.e. contact, phone, email). If an addendum to this RFQ is required, City Administrative Staff shall forward such addendum to such registered Firms. Responses to this RFQ must thoroughly explain the applicant's redevelopment program and should be submitted in a document limited to five (5) double-sided pages with up to an additional three (3) double-sided pages of photographs of similar projects that have been completed within the past five (5) years; required certificates and forms are not included in the page limit.

General

1. Each RFQ submitted MUST begin with a Title/Cover page with a heading of Inkster Neighborhood Stabilization RFQ; containing the Firm name and address; name and contact information of submitting official; and the dated signature of the authorized firm official submitting the RFQ.
2. Provide a company profile including principal areas of expertise and experience. Include an organizational chart depicting the management of the Firm's organization and its relationship to any other entity that will be involved in implementing the program.
3. Describe other projects with which your organization is currently involved.
4. Submit three (3) references related to the implementation of a similar program.
5. The name, title, e-mail address, mailing address, telephone and fax numbers of the person authorized to represent the applicant in any correspondence, negotiations, and sign any contract.
6. Describe the Firm's current staffing, workload and ability to competently and expeditiously provide services for the City of Inkster.
7. Selected Firms must provide to the City a scope of work to be performed during the rehabilitation process for each acquired property before beginning redevelopment of each property.

Financial

1. Proposing Firms must submit documents showing levels of funding available for the Program and sources of that funding.
2. Firms must submit their most recent financial statements. Information must include any financial defaults by the Firm within the last three (3) years.
3. Firms must explain how and when the Firm will perform the initial risk assessment for lead and asbestos. All contractors, trades and sub-trades that work on building components that contain lead must be lead certified and show proof of certification.
4. Firms must identify any external sub-contractors and describe their roles and responsibilities.

5. It is strongly recommended that the selected Firms acquire title policy at the time of acquisition.

Rehabilitation/Redevelopment

1. Describe how the Firm will meet the City's goal to maximize the number of rehabilitated/redeveloped houses. Include projected costs per property and how costs are derived.
2. State how sub-trades will be procured fairly and transparently.
3. Describe experience working with Housing Quality Standards and Michigan Building Code requirements.
4. Describe the number of houses included in the proposal. Describe how the Firm will meet this goal and actions that will be taken to address impediments that may affect meeting this goal. Address any maximum or minimum number of properties to be acquired.
5. Describe how the Firm will achieve sustainable green components in rehabilitation activities.
6. Describe how the Firm will identify critical milestones and ensure progress.
7. Describe how the Firm will manage the project budget, schedule and scope.
8. Describe how the Firm will address quality control.
9. Explain how the redevelopment project affirmatively promotes fair housing and complies with fair housing laws and regulations.
10. Explain how the project includes outreach to and contracting with women and minority business enterprises. When advertising for bids or contractors, a statement that says, "minority and women-owned businesses (W/MBE) are encouraged to apply" must be included in the advertisement.

Resale of Acquired Properties

1. Describe the marketing approach and previous experience.
2. Describe how homeowners will be income qualified and how this information will be documented and maintained for review.
3. Describe how down payment assistance (DPA) may be acquired for homeowners moving into rehabilitated/redeveloped homes.
4. List name, title, e-mail address, mailing address, telephone and fax numbers for the parties responsible for ongoing property maintenance for the duration of the rehabilitation and sale of the home.

Deadline for Submittal: Sealed responses to this RFQ must be received no later than 3:00 p.m. on Monday, May 8, 2017. Mark outside of envelope "Inkster Neighborhood Stabilization RFQ".

Applications received after the deadline will not be considered. Applications may not be submitted via fax or email.

Number of Copies and Mailing Address: Applicants must submit five (5) hard copies, one of which must be marked as a signed original, to the City of Inkster, Clerk's Office, 26215 Trowbridge, Inkster, MI 48141. The application should be assembled so that it follows a logical and consistent format. All materials should be 8 1/2 x 11". Fold-outs, brochures, photographs, etc., should all be formatted to these guidelines.

Preliminary RFQ Timelines: All Applications must follow the guidelines listed below:

April 13, 2017: Issue RFQ thru City of Inkster website and MITN Purchasing Group.

April 20, 2017: Advertise RFQ in local newspaper.

May 1, 2017: Cutoff date for written questions to be submitted to the City of Inkster.

May 8, 2017: Hard copy RFQ responses due to the City Clerk by 3:00 p.m. (EST).

May 16 - 17, 2017: Developer Interviews.

Date to be determined: Contract executed.

Proposal Costs: All costs of responding to this RFQ are the responsibility of the applicant.

Misstatements: If the City determines that a proposing Firm has made a misstatement on their application the City may disqualify the application or terminate an executed contract. The City of Inkster reserves the right to accept or reject any or all submissions and to waive any informality in any proposals should it consider same to be in its' best interest. The City of Inkster is an equal opportunity, affirmative action employer. The selected Firms must also ensure that employees and applicants for employment are not discriminated against because of, but not limited to, their race, color, religion, sex or national origin.

Cancellation of RFQ: The City of Inkster reserves the right to cancel this solicitation, in whole or in part, as well as reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received if it is determined that the best interest of the City will be served by so doing. If the solicitation is cancelled or all Responses are rejected by the City, a notice will be posted on the City website.

Freedom of Information Act (FOIA) Requirements: Responses are subject to public disclosure after the Response Deadline in accordance with the State law. For additional information, contact the City Clerk's Office at 313.563.9770.

Any questions that arise during the preparation of a response to the RFQ should be directed in writing to Nate Ford, Economic Development Director, at nford@cityofinkster.com by May 1, 2017, at 4:00 p.m.

Any responding company/organization that does not follow the above, prescribed methods of contact through the appropriate contact person may be disqualified and its proposal rejected, regardless of its value to the City of Inkster.

BUSINESS INFORMATION QUESTIONNAIRE

NOTE: Failure to complete this form will result in your Response being deemed nonresponsive and rejected without any further evaluation. Add additional sheets as necessary.

This Response is submitted in the name of (PLEASE PRINT):

(Name of Business): _____

The undersigned hereby designates below their business address to which all notices, directions or other communications may be served or mailed:

Street: _____

City: _____

State: _____ Zip: _____

Telephone Number: _____

The undersigned hereby declares that they have legal status checked below (CHECK ONE):

- ☐ INDIVIDUAL
- ☐ INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- ☐ PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____,
State of Michigan

- ☐ CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____ . The Corporation is
 - ☐ LICENSED TO DO BUSINESS IN THE STATE OF MICHIGAN
 - ☐ NOT NOW LICENSED TO DO BUSINESS IN THE STATE OF MICHIGAN
 - ☐ LIMITED LIABILITY CORPORATION

BUSINESS INFORMATION QUESTIONNAIRE (continued)

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS:

NAME AND TITLE

HOME ADDRESS

LIST OF CORPORATE DIRECTORS:

NAME AND TITLE

HOME ADDRESS

LIST OF PRINCIPAL STOCKHOLDERS (i.e. those holding 5% or more of the outstanding stock):

NAME AND TITLE

HOME ADDRESS

I hereby certify that the foregoing business information is true, correct and complete:

(Name of Business)

(Signature)

(Title)

(Date)

RESPONSE FORM

NOTE: Failure to complete this form will result in your Response being deemed nonresponsive and rejected without any further evaluation.

TO: The City of Inkster

NON-COLLUSION:

_____, being first duly sworn, deposes and says:

That he is (a partner or officer, etc.) of the firm of, _____
_____ the party submitting the Response Form, that such Response is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any other business, to put in sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Respondent, or to fix any overhead, profit or cost element of said response, or of that of any Respondent, or to secure any advantage against Redford Township or any person interested in the RFQ; and that all statements in said RFQ are true.

SUBMITTAL REQUIREMENTS: The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Process section of this RFQ.

No response shall be accepted which has not been signed.

I hereby certify that I have the legal authorization to bind the firm hereunder and the foregoing business information is true, correct and complete:

(Name of Business)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

(Federal Tax ID)

(Date)

(Phone)

(Email)

Affidavit, Release and Certification Form (2017-2018)

The undersigned Applicant hereby applies to the City of Inkster (the "City"), for a commitment to the Inkster Neighborhood Stabilization Program. The undersigned is responsible for ensuring that the project will consist of qualified low, moderate, or middle income housing as described in the application, and will satisfy all applicable City, State and Federal requirements in the acquisition, rehabilitation and subsequent operation of the project to receive a commitment to INSP. The applicant represents and certifies that the applicant has not requested any funds than are necessary to provide affordable housing as outlined in the City's Program. In planning this Program, the Applicant certifies that it has provided for and will continue to encourage the participation of persons of low income as defined in the Program.

The Applicant understands that the City will determine the eligibility of the Applicant, at least in part, on the figures submitted with the application by the Applicant, the readiness of the Applicant to proceed, and the Applicant's ability to implement all tasks outlined in this RFQ. The Applicant is responsible for the accuracy of these figures. Misrepresentations or omissions may be the basis for the cancellation, termination and/or repayment of an award.

The Applicant acknowledges and agrees that it will, at all times, cooperate with regard to requests for submittal of additional information from the City.

The Applicant acknowledges and agrees to fully comply and cooperate with all monitoring activities of the City after the date of commitment. The Applicant will give Inkster City and any City authorized representatives access to and the right to examine all records, books, papers, or documents related to the application and implementation of the City of Inkster INSP. By executing this authorization and release, the Applicant authorizes the City to obtain, furnish and release, to all appropriate agencies, full and complete records, reports and/or information pertaining to the Applicant and its application under the Program.

The Applicant agrees that the City, its agents, employees, attorneys, contractors and representatives will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not confined to, attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments, and any loss from such judgments or assessments) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of the Applicant's application and implementation of the Program.

The Applicant hereby represents and certifies under penalty of A.R.S. 13-2311 and 39-161 that the information set forth herein and all material submitted by the Applicant to the City, are to the best of the Applicant's knowledge, true, complete and accurately describe the proposed project. The undersigned is duly authorized to execute this instrument on behalf of the Applicant and possesses the legal authority to apply for funds and to implement the proposed Program.

The applicant understands that all representation made herein and all documentation submitted is subject to verification by the City, and that any misrepresentations or inaccuracies, whether intentional or not, may subject the application to a loss of competitive scoring points or to disqualification. For the purposes of verification, the Applicant hereby authorizes the City to request information related to this transaction from any lender, investor, or other institution or entity named in this application.

IN WITNESS WHEREOF, the Applicant has caused this document to be duly executed in its name as of this _____ day of _____, 2017.

Applicant Name (print):	Signature:
By:	
Its:	

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: May 31, 2017

From: Nathan Ford, Director
Economic Development

Date for Council Consideration: June 5, 2017

ACTION REQUESTED:

Consider approval of an offer to purchase (Case # LD 17-04) located on Cherry St between Middlebelt Rd and Harrison Rd one (1) parcel in the M-1 Light Industrial Zoning District. The property description is as follows: 25V1b3 1c Lot 1 CARVER HOMES SUB T2S R9E L75 P17 18 19 WCR BEG AT NE COR LOT 1 TH S0DEG 05M 47S E 340.29FT TH s78 DEG 48M 45S W 11.71FT TH S78DEG 48M 45S W *40.37FT TH S20DEG 28M 35S W 141.34FT TH S67DEG 49M 34S W 95.33FT TH N2DEG 33M 12S E 484. 8FT TH N78DEG 49M 20S E 970.11FT TO POB 7.81 AC Carver HOMES SUB T2S R9E L75 P17 TO 19 WCR (Property ID # 44 009 03 0001 005). Phillip Cavanagh has offered \$62,800.00 for the parcel.

Current Action X Emergency Future

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

Mayor's Approval *Byron Nolen*

BACKGROUND INFORMATION

Mr. Phillip Cavanagh, representing a entity to be formed, has proposed the purchase of one (1) parcel of land in the M-1 (Light Industrial District) located on Cherry St on the south side of Michigan Ave between Middlebelt and Harrison Rd 25V1b3 1c Lot 1 CARVER HOMES SUB T2S R9E L75 P17 18 19 WCR BEG AT NE COR LOT 1 TH S0DEG 05M 47S E 340.29FT TH s78 DEG 48M 45S W 11.71FT TH S78DEG 48M 45S W *40.37FT TH S20DEG 28M 35S W 141.34FT TH S67DEG 49M 34S W 95.33FT TH N2DEG 33M 12S E 484. 8FT TH N78DEG 49M 20S E 970.11FT TO POB 7.81 AC Carver HOMES SUB T2S R9E L75 P17 TO 19 WCR (Property ID # 44 009 03 0001 005) in the amount of \$ 62,800.00.

The applicant seeks to develop the 7.81 acres into a Medical Marijuana cultivation facility.

SCOPE OF SERVICES

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

JUSTIFICATION

The parcel is located in the M-1 Light Industrial District. This property has been vacant for decades and has the opportunity to establish multiple uses while adding to our local tax base. The proposed uses are consistent with the spirit and intent of the City's Master Plan.

PROJECT OR IMPROVEMENT TASK

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

PROJECT OR IMPROVEMENT TASK

1. Develop a plan to address the City's current debt and legacy costs.
2. Improve and promote the image of Inkster
3. Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster.

COST

The applicant has made a Purchase Offer of \$62,800.00 for 7.81 acres. Comps are attached and are within range.

RESOLUTION

Authorization is hereby given for the sale of one (1) parcels of land in the M-1 (Light Industrial District) located south of Michigan Ave, east of Middlebelt Rd and west of Harrison and is legally described as:

25V1b3 1c Lot 1 CARVER HOMES SUB T2S R9E L75 P17 18 19 WCR BEG AT NE COR LOT 1 TH S0DEG 05M 47S E 340.29FT TH s78 DEG 48M 45S W 11.71FT TH S78DEG 48M 45S W *40.37FT TH S20DEG 28M 35S W 141.34FT TH S67DEG 49M 34S W 95.33FT TH N2DEG 33M 12S E 484. 8FT TH N78DEG 49M 20S E 970.11FT TO POB 7.81 AC Carver HOMES SUB T2S R9E L75 P17 TO 19 WCR (Property ID # 44 009 03 0001 005).

Complete closing on the property within sixty (60) days by paying the price of the sale (\$62,800.00), paying closing costs, entering into a purchase agreement and executing a property transfer affidavit.

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

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

ZONING MAP City of Inkster, Michigan

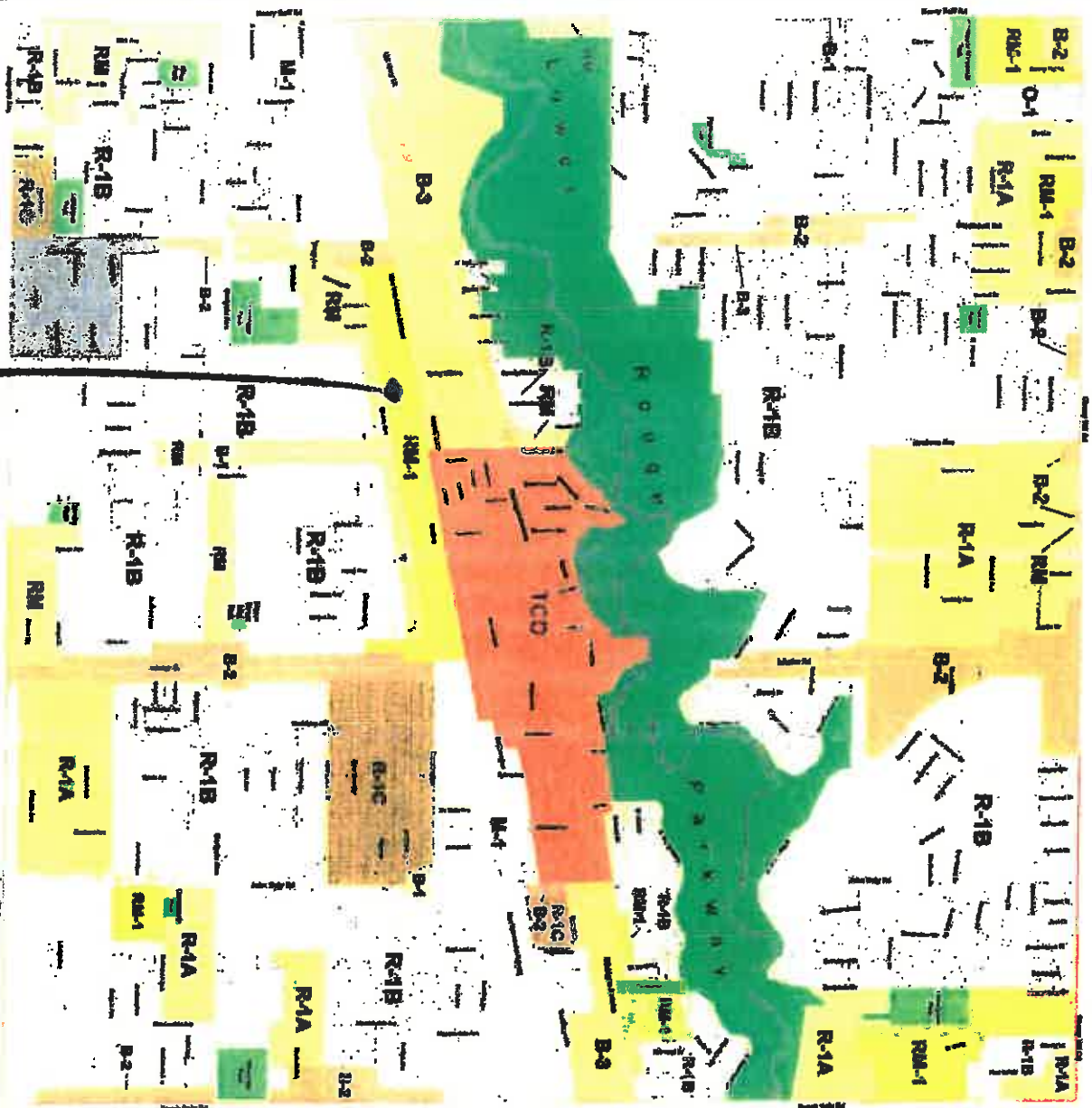
Districts

- R-1A One Family Residential District
- R-1B One Family Residential District
- R-1C One Family Residential District
- RM Restricted Multiple Dwelling District (Low Rise)
- RM-1 Multiple Family Residential District (Low Rise)
- O-1 Office District
- B-1 Local Business District
- B-2 Thoroughfare Mixed-Use District
- B-3 General Business District
- M-1 Light Industrial District
- TCD Town Center District
- PUD Planned Unit Development (PUD)
- PO Parks and Open Space
- RWP Rouge River Parkway

APPROVED BY THE CITY OF INKSTER
CITY OF INKSTER, MICHIGAN
CITY CLERK
JANUARY 1, 2014

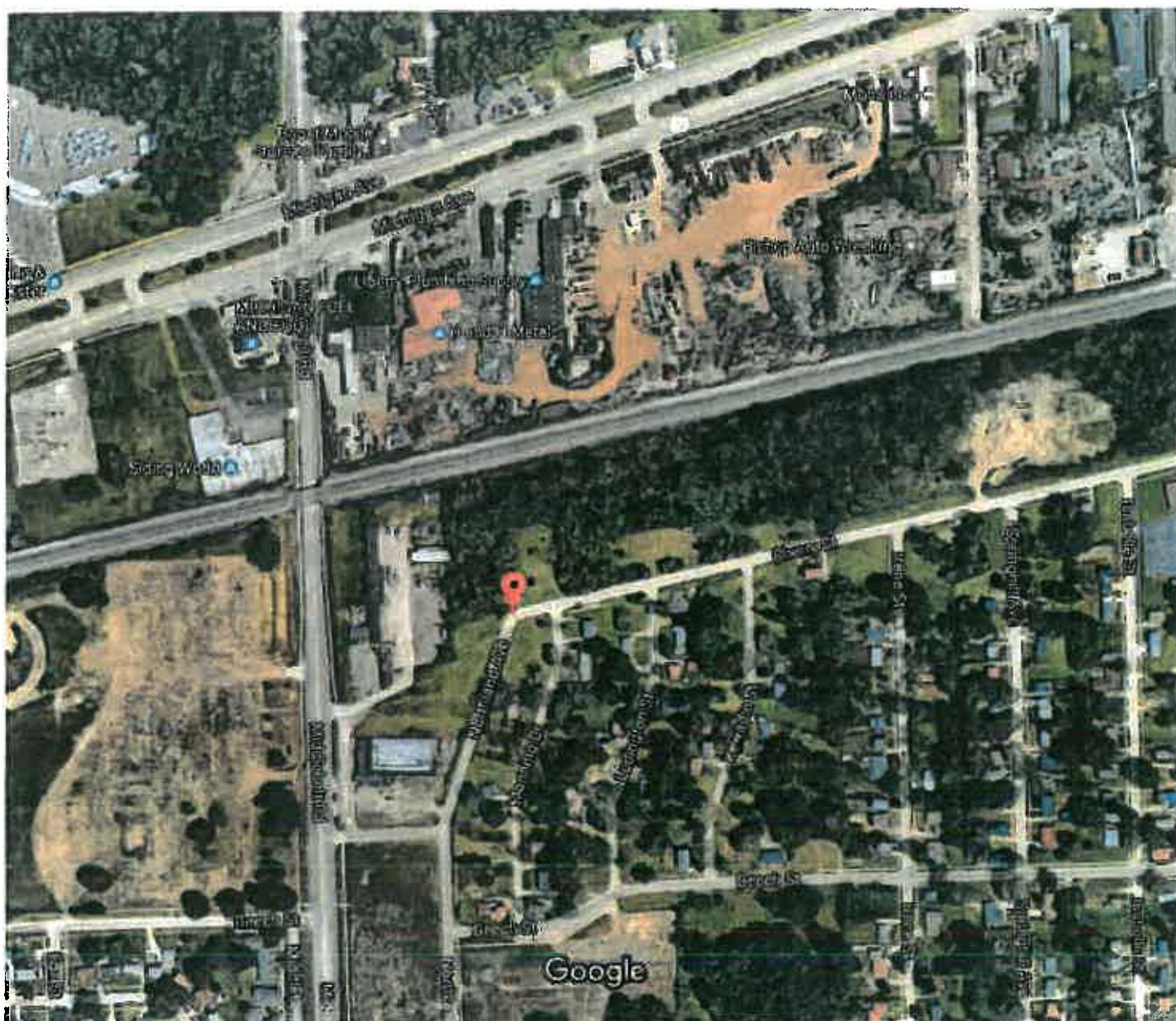


WAVE TRIM
CITY OF INKSTER, MICHIGAN
CITY CLERK
JANUARY 1, 2014



VACANT CHERRY ST.

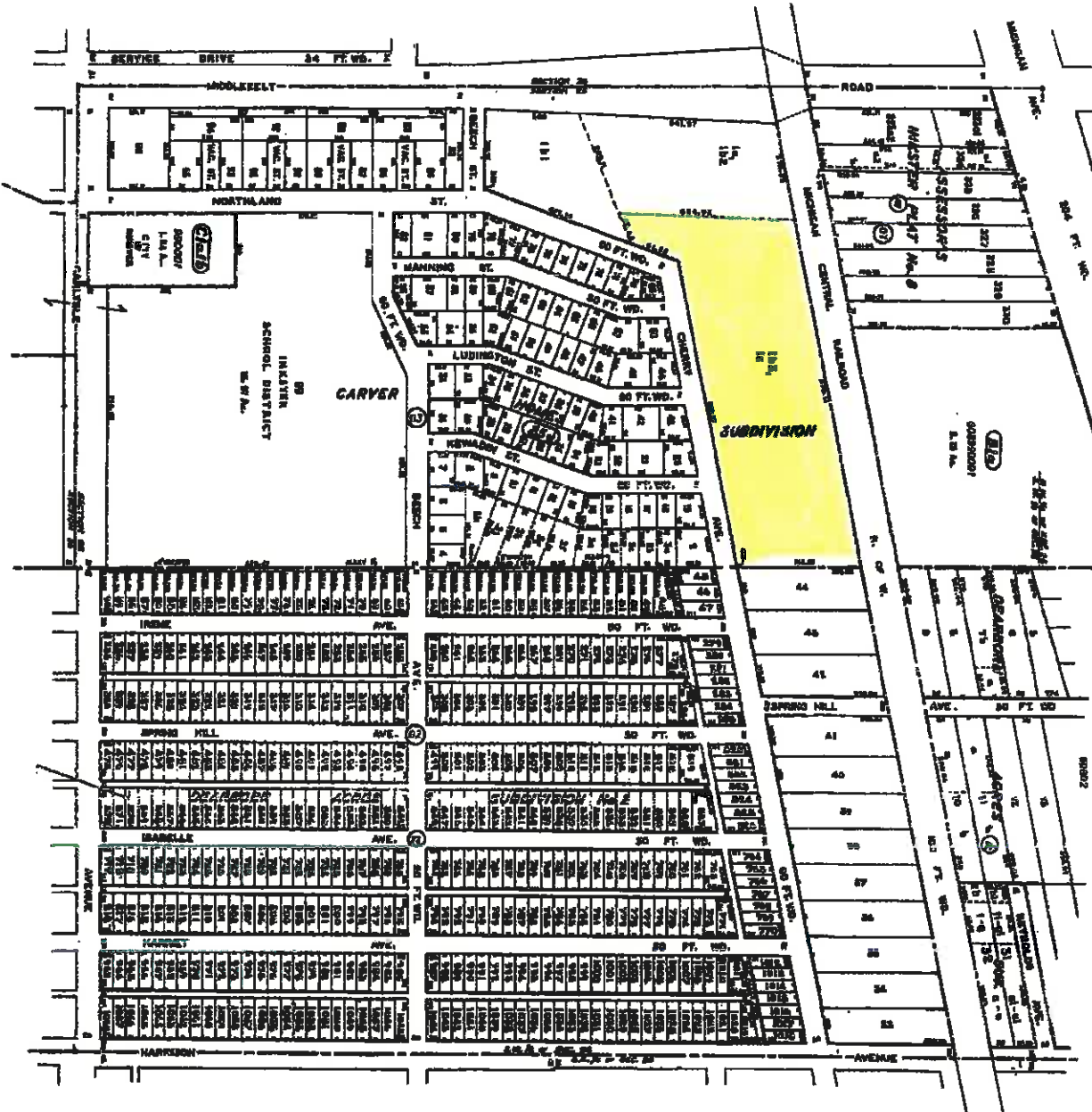
Google Maps Cherry St



Imagery ©2017 Google, Map data ©2017 Google 200 ft



Cherry St



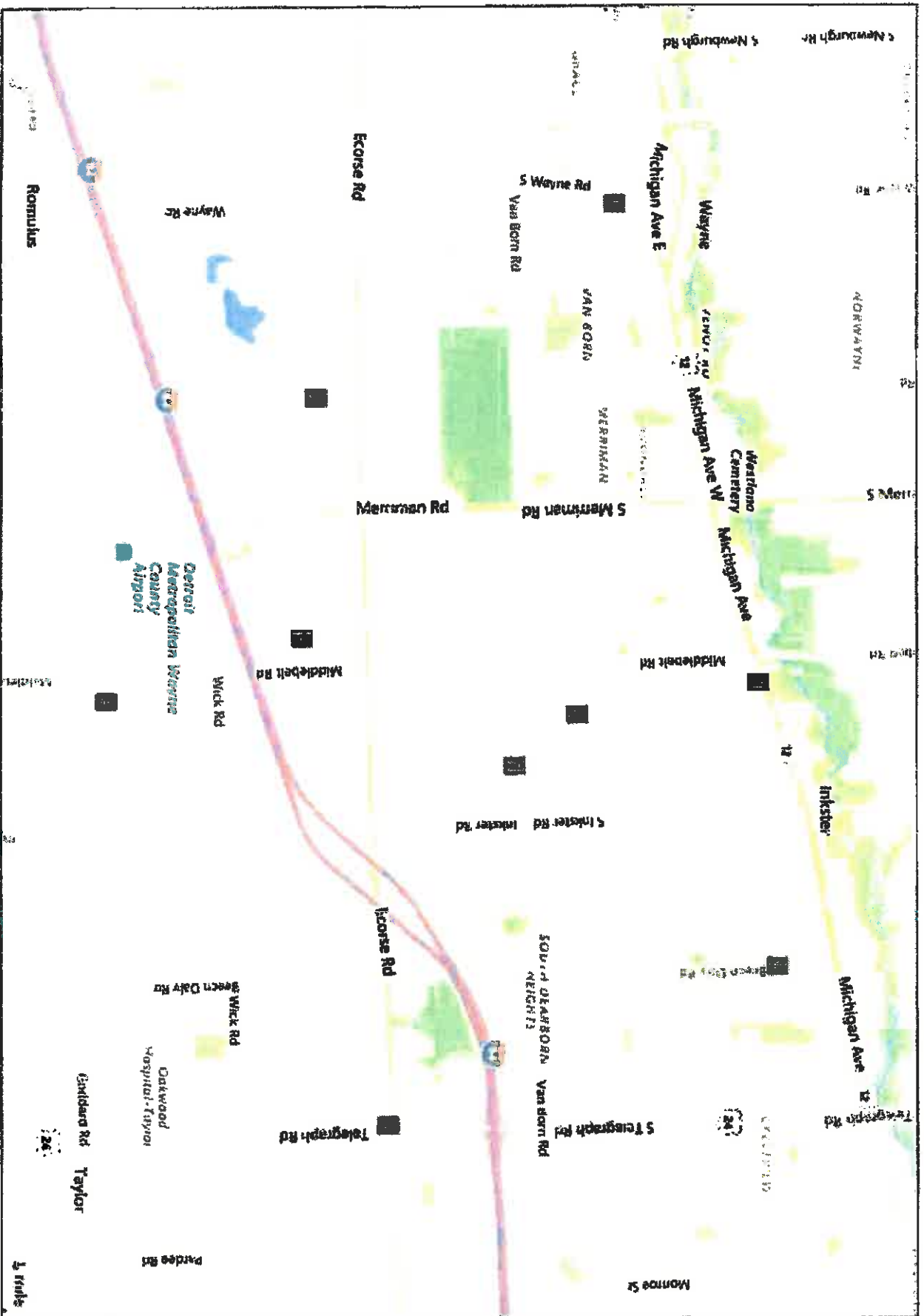
S.W. 1/4 SECTION 25
CITY OF INKSTER
T. 2 S. R. 9 E.
WAYNE COUNTY, MICHIGAN

SCALE 1 INCH = 50 FEET

DEPARTMENT OF MANAGEMENT AND BUDGET
ASSESSMENT AND EQUALIZATION DIVISION

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CBRE

8/10/2016

Page 1

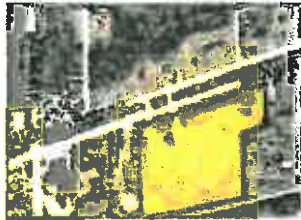
3 Comps per Page

4 Lorman Road @Central	SOLD
Romulus, MI 48174 Recorded Buyer: New Malwa Express Inc. 28800 Highland Rd Romulus, MI 48174 True Buyer: Singh Gursewak Recorded Seller: Koza Majid 31492 Glendale St Livonia, MI 48150 True Seller: Oxford Crossing LLC Sale Date: 05/19/2014 (2246 days on mkt) Sale Price: \$135,000 - Confirmed \$/AC Land Gross: \$25,801.60 (\$0.66/SF) Land Area: 4.72 AC (205,603 SF) Lot Dimensions: 450x422 Proposed Use: Industrial Density: - Topography: Level Zoning: MT-2 Sale Conditions: Land Contract Parcel No: 80-051-01-0120-000, 80-051-01-0121-000, 80-051-01-0122-000, 80-051-01-0123-000 [Partial List] Financing: Down payment of \$40,000 (29.6%) Comp ID: 3040490 - Research Status: Confirmed	
5 Van Born Rd	SOLD
Romulus, MI 48174 Recorded Buyer: R.S.P. Express, Inc. 42306 Jennings Ct Canton, MI 48188 True Buyer: Maria Pop Recorded Seller: 28075 VBR, LLC 34900 Michigan Ave Wayne, MI 48184 True Seller: David Zuckerman Sale Date: 04/29/2014 (922 days on mkt) Sale Price: \$225,000 - Full Value \$/AC Land Gross: \$14,106.58 (\$0.32/SF) Land Area: 15.95 AC (694,782 SF) Lot Dimensions: - Proposed Use: Industrial Density: - Topography: Level Zoning: MT Sale Conditions: - Parcel No: 80-001-98-0014-705 Financing: - Comp ID: 3014646 - Research Status: Full Value	
6 2740 Beech Daly Rd	SOLD
Inkster, MI 48141 True Buyer: Auto Tech Clinic 24100-24126 Michigan Ave Dearborn, MI 48124 (313) 277-7200 Sam Beydoun Recorded Seller: Pestotnik, Edward 31560 Barton St Garden City, MI 48135 True Seller: Pestotnik, Edward Sale Date: 04/11/2014 Sale Price: \$20,000 - Confirmed \$/AC Land Gross: \$6,666.67 (\$0.15/SF) Land Area: 3 AC (130,680 SF) Lot Dimensions: - Proposed Use: Commercial ... Density: - Topography: - Zoning: LI Sale Conditions: - Parcel No: 44-020-01-0008-004 Financing: - Comp ID: 3002930 - Research Status: Confirmed	

3 Comps per Page

1 4237 Wayne Rd SOLD
Wayne, MI 48184 Wayne County Recorded Buyer: Ahmad, Ammer 20345 Inkster Rd Brownstown, MI 48174 (734) 795-6520 Recorded Seller: Bka Rentals 36745 Glenwood Rd Wayne, MI 48184 (734) 722-4317 True Buyer: Ahmad, Ammer True Seller: Bka Rentals Sale Date: 06/30/2015 (2112 days on mkt) Land Area: 1.28 AC (55,757 SF) Sale Price: \$17,000 - Confirmed Lot Dimensions: Irregular \$/AC Land Gross: \$13,281.25 (\$0.30/SF) Proposed Use: Commercial ... Density: - Zoning: B-1 Topography: Sloping Sale Conditions: - Parcel No: - Financing: Down payment of \$17,000 (100.0%) Comp ID: 3479678 - Research Status: Confirmed
2 Ecorse Rd - Romulus Corporate Center SOLD
Romulus, MI 48174 Wayne County Recorded Buyer: Kojalan Venoy Wick Acquisition 39400 Woodward Bloomfield Hills, MI 48304 Recorded Seller: Venoy Wick Development Associates, LLC 1271 Avenue of the Americas New York, NY 10020 True Buyer: Kojalan Properties, Inc. True Seller: Lehman Brothers Holdings, Inc. Sale Date: 03/24/2015 (721 days on mkt) Land Area: 148.77 AC (6,480,421 SF) Sale Price: \$500,000 - Confirmed Lot Dimensions: - \$/AC Land Gross: \$3,360.89 (\$0.08/SF) Proposed Use: Commercial ... Density: - Zoning: - Topography: Level Sale Conditions: - Parcel No: 80-038-89-0001-000, 80-038-89-0002-701, 80-038-89-0004-703 Financing: - Comp ID: 3280431 - Research Status: Confirmed
3 24101 Ecorse Rd - Vacant Land SOLD
Taylor, MI 48180 Wayne County Recorded Buyer: McKenna Development LLC 1405 Stone Hollow Dr Bountiful, UT 84010 (801) 647-6972 Recorded Seller: Helen Charney 23230 Wick Rd Taylor, MI 48180 (313) 291-3999 True Buyer: Walker International Capital True Seller: Helen Charney Sale Date: 06/06/2014 (336 days on mkt) Land Area: 3.70 AC (161,172 SF) Sale Price: \$125,000 - Confirmed Lot Dimensions: - \$/AC Land Gross: \$33,783.78 (\$0.78/SF) Proposed Use: Industrial Density: - Zoning: L-1 Topography: Level Sale Conditions: - Parcel No: 60-021-01-0001-003, 60-021-01-0006-001, 60-021-01-0007-001, 60-021-01-0008-001 [Partial List] Financing: - Comp ID: 3043529 - Research Status: Confirmed

3 Comps per Page

7	Michigan Ave @ Henry Ruff - Vacant Land	SOLD
Inkster, MI 48141	Wayne County	
Recorded Buyer: Laurad Enterprises, LLC 29131 Michigan Inkster, MI 48141	Recorded Seller: Inkster Grand Concrete, LLC 40500 Ann Arbor Rd E Plymouth, MI 48170 True Seller: Koenig Fuel & Supply	
Sale Date: 10/24/2013 (184 days on mkt) Sale Price: \$750,000 - Full Value \$/AC Land Gross: \$72,684.07 (\$1.67/SF)	Land Area: 10.33 AC (448,975 SF) Lot Dimensions: 515x570 Proposed Use: Retail	
Density: - Topography: Level	Zoning: B3 Sale Conditions: -	
Parcel No: 44-008-02-0001-001, 44-008-02-0002-001, 44-008-89-0001-000 Financing: - Comp ID: 2892817 - Research Status: Full Value		
8	Irene Ave	SOLD
Westland, MI 48186	Wayne County	
Recorded Buyer: Leetnisk Gardens LLC 210 Robindale Ave Dearborn, MI 48128 (313) 359-6989	Recorded Seller: Bayfield of Aspen Glen, Inc. 54255 Foss Rd Macomb Township, MI 48042 (586) 508-3622 True Seller: Bayfield of Aspen Glen, Inc.	
Sale Date: 08/12/2013 (2379 days on mkt) Sale Price: \$75,000 - Full Value \$/AC Land Gross: \$5,000.00 (\$0.11/SF)	Land Area: 15 AC (653,400 SF) Lot Dimensions: - Proposed Use: MultiFamily	
Density: - Topography: -	Zoning: Residential Sale Conditions: -	
Parcel No: 55-353-88-0028-000 Financing: Down payment of \$75,000 (100.0%) Comp ID: 2810223 - Research Status: Full Value		
9	Smith Rd	SOLD
Romulus, MI 48174	Wayne County	
Recorded Buyer: Crown Enterprises, Inc. 12226 A Stephens Rd Warren, MI 48088 (586) 467-1711	Recorded Seller: Romulus Schools Former Gordonier School 38540 Grant St Romulus, MI 48174 (734) 532-1600 True Seller: Romulus Schools Former Gordonier School	
Sale Date: 05/14/2013 (355 days on mkt) Sale Price: \$180,000 - Confirmed \$/AC Land Gross: \$21,479.71 (\$0.49/SF)	Land Area: 8.38 AC (365,033 SF) Lot Dimensions: - Proposed Use: Commercial ...	
Density: - Topography: Level	Zoning: M-1 Sale Conditions: -	
Parcel No: 80-041-89-0004-000 Financing: - Comp ID: 2745761 - Research Status: Confirmed		

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 31, 2017

From: Darin Carrington, Treasurer

Date for Council's Consideration: June 5, 2017

ACTION REQUESTED: Approval of agreement with AFSCME Local 290

Current Action ☒ X _____ Emergency _____ Future _____

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

Mayor's Approval /s/ Byron Nolen

BACKGROUND:

The City has a number of employees in Treasury and Department of Public Services that are represented by Local Union 290 of American Federation of State, County and Municipal Employees (AFSCME). Due to the Consent Agreement, the last collective bargaining agreement expired a number of years ago. The City has been negotiating with this union over the last several months and has reached an agreement on a new contract with the bargaining unit. The agreement has been ratified by the employees of Local 290.

SCOPE OF SERVICES:

This agreement will cover much of the employer/employee relationship. This includes items such as pay, vacation, grievance and other related employment matters. The agreement will expire on June 30, 2019 but can be re-opened in 2018 for economic purposes only.

JUSTIFICATION:

The City has a legal responsibility to bargain with this union local. The City has reached this agreement based on fiscal and budgetary limits and also based on trying to maintain a mutually beneficial relationship with City employees.

PROJECT IMPROVEMENTS:

N/A

COSTS:

The total cost of this agreement will vary based on the number of employees that are employed and the number of hours worked by these employees.

PROJECTED TIME TABLE:

July 1, 2016 – June 30, 2019.

RESOLUTION:

Authorization and approval is hereby given for the City of Inkster to execute the bargaining agreement for City of Inkster employees represented by American Federation of State, County and Municipal Employees (AFSCME) Local Union 290.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

TA

phos 5-23-17

ph 5/23/17

DD-5-23-17

AGREEMENT

between

CITY OF INKSTER

and

LOCAL UNION 290
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2016 – June 30, 2019

TABLE OF CONTENTS (to be finalized with final draft)

PURPOSE AND INTENT	4
ARTICLE I - RECOGNITION OF UNION.....	4
ARTICLE II - REPRESENTATION - BARGAINING COMMITTEE.....	5
ARTICLE III - JOINT RESPONSIBILITIES.....	5
ARTICLE IV - MANAGEMENT RESPONSIBILITIES	6
ARTICLE V - MAINTENANCE OF MEMBERSHIP	6
ARTICLE VI - UNION DUES AND INITIATION FEES	7
ARTICLE VII - GRIEVANCE PROCEDURE.....	9
ARTICLE VIII - HOURS OF WORK.....	11
ARTICLE IX - REST PERIOD	12
ARTICLE X - OVERTIME	12
ARTICLE XI - EQUALIZATION OF OVERTIME HOURS	13
ARTICLE XII - PROBATIONARY EMPLOYEES - NEW	13
ARTICLE XIII - SENIORITY	15
ARTICLE XIV - PROMOTIONS	16
ARTICLE XV - LAYOFF AND RECALL.....	18
ARTICLE XVI - CALL-BACK AND EXCESS OVERTIME REST PERIODS	20
ARTICLE XVII - PAYMENT OF BACK PAY CLAIMS.....	21
ARTICLE XVIII - DISCIPLINE AND DISCHARGES.....	21
ARTICLE XIX - HOLIDAY PROVISIONS.....	23
ARTICLE XX - DISABILITY LEAVE	24
ARTICLE XXI - EMERGENCY AND FUNERAL LEAVE.....	27
ARTICLE XXII - JURY LEAVE	25
ARTICLE XXIII - LEAVE OF ABSENCE - WITHOUT PAY	28
ARTICLE XXIV - MATERNITY LEAVE	25
ARTICLE XXV - MILITARY LEAVE	26
ARTICLE XXVI - SICK LEAVE.....	26
ARTICLE XXVII - VACATION LEAVE.....	31
ARTICLE XXVIII - HOSPITALIZATION INSURANCE.....	35
ARTICLE XXIX - LIFE INSURANCE.....	36
ARTICLE XXX - UNION BUSINESS.....	36y
ARTICLE XXXI - SAFETY COMMITTEE	37
ARTICLE XXXII - SPECIAL CONFERENCES	37
ARTICLE XXXIII - BULLETIN BOARDS.....	38
ARTICLE XXXIV - UNIFORMS.....	38
ARTICLE XXXV - JOB CLASSIFICATION AND PAY PLAN	39

TABLE OF CONTENT

CLASSIFICATION TITLE	41
ARTICLE XXXVI – PAY CHANGES	46
ARTICLE XXXVII – LONGEVITY PAY	48
ARTICLE XXXVIII – CREDIT UNION SERVICE DEDUCTION	48
ARTICLE XXXIX – PENSION PROGRAM IMPROVEMENT	48
ARTICLE XL – DENTAL INSURANCE	50
ARTICLE XLI – COST OF LIVING	50
ARTICLE XLII – ADDITIONAL FRINGES	50
ARTICLE XLIII – FAMILY MEDICAL LEAVE ACT (FMLA)	50
ARTICLE XLIV - <u>DEPARTMENT OF TRANSPORTATION DRUG AND ALCOHOL TESTING</u>	<u>51</u>
ARTICLE XLV- NOTIFICATION	57
ARTICLE XLVI – DURATION	<u>57</u>
ARTICLE XLVII - EXTENSION	<u>58</u>

TA
JMB 5-23-17
BLC 6/23/17
DD- 5-23-17
BN- 5-23-17

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, the employees and the Union.

The parties mutually recognize that the responsibilities of both the employees and the City to the Public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as is provided by law.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members.

To these ends the City and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives on all levels and among all Employees.

NOW THEREFORE, for and in consideration of the premise and the mutual promises and agreements herein contained, it is agreed that:

ARTICLE I - RECOGNITION OF UNION

- A. Pursuant to and in accordance with all applicable provisions of Acts of the Public Acts of 1965, as amended, the City of Inkster does hereby recognize the International Union of the American Federation of State County and Municipal employees and Council 25 and its affiliated Local Unit 290, Inkster Chapter (hereinafter referred to as the Union) as the exclusive representative for the purpose of collective bargaining respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the City included in the Bargaining Unit described below insofar as the same is permissible under applicable statutes and law.
- B. The Bargaining Unit shall include all non-exempt City Employees except management, professional, public safety (police/fire), and supervisory personnel, confidential, seasonal and all other employees in the unclassified service as defined in the City Ordinances and Personnel Rules and Regulations

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ARTICLE 2 – REPRESENTATION – BARGAINING COMMITTEE

- A. The employees shall be represented by a committee composed of three (3) employees, one of whom shall be the Chief Steward, who shall be elected in any manner determined by the employees. This committee shall be selected from a group of nominees on the seniority list. Bargaining committee members will be paid by management for time spent in negotiations, but only for the straight time hours they would otherwise have worked on their regular work schedule. Additional representation may be provided by the Local, Council and/or International of the Union.
- B. Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives and will, from time to time, provide prompt notice of any changes.
- C. There shall be no discrimination against any employee because of their membership in the Union or because of them acting as an officer or in any other capacity on behalf of the Union.
- D. The Parties shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious, disability or political belief or for legal Union activities. Both parties shall abide by all applicable Federal and State laws.
- E. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference or coercion.
- F. Any reference in this Agreement to the masculine gender shall be deemed to include the feminine gender and vice versa, unless the context clearly indicates otherwise.

ARTICLE 3 – JOINT RESPONSIBILITIES

- A. No Strike – No Lockout: Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the Bargaining Unit take part in any strike, stay-in or slow down, in any plant or property of the City of any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the City for the continuance or renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production, the City may or may not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

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- B. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the contract, that they may be disciplined and instruct all such persons to immediately cease the offending conduct.
- C. The City may discipline any employee who instigates, participates in or gives the leadership to any activity herein prohibited.
- D. The City will not lockout employees during the term of this Agreement.
- E. Anti-Discrimination: There shall be no discrimination or adverse employment action against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, union membership, or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Elliot-Larsen Civil Rights Act, the Whistleblower Protection Act or any other similar laws, rules, or regulations that prohibit any other form of workplace discrimination, harassment, or retaliation. All such claims shall be subject to the grievance and arbitration procedures (Articles 7) as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims under this provision

ARTICLE 4 - MANAGEMENT RIGHTS

It is recognized that the Government and Management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized - prominent among which, but by no means wholly inclusive are all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects and in accordance to law.

It is further recognized that the responsibility of the Management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

ARTICLE 5 - MODIFICATION

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The parties recognize that this Agreement may be modified, in whole or in part, pursuant to MCL 141.1552, the terms of which are incorporated by reference herein.

ARTICLE 6 – UNION DUES AND INITIATION FEES

A. The City of Inkster agrees to deduct from the wages of employees who voluntarily elect to become members of the Union, all Union membership dues/initiation fees as required by the Union. Employees are not required to join the Union as a condition of employment in accordance with applicable state law. Employees who voluntarily elect to pay Union dues shall sign an authorization form and the employer agrees to deduct that amount in accordance with said form. The Treasurer of Michigan AFSCME Council 25 shall certify to the employer in writing, the amount of initiation fees/dues to be deducted from each employee.

B. The employer shall not be liable to the Union or any employee for the remittance or payment of any sum other than the amount constituting the actual deduction made from wages earned by employees in accordance with the authorization on file with the employer.

C. PAYROLL DEDUCTION FOR UNION DUES

During the period of time covered by this Agreement, the employer agrees to deduct monies in accordance with the terms of the Authorization of Check-Off Dues form from the pay of each employee who voluntarily executes the said form. It is further agreed that the employer shall honor any revocation of such authorization by any employee at any time in accordance with state law. The employer agrees to notify the Union of any revocation of dues at the time such revocation occurs.

D. AUTHORIZATION FOR PAYROLL DEDUCTION – UNION AUTHORIZATION FORM

1. During my membership in the Union, an amount established by the Union as monthly dues and assessments, shall be deducted and paid to the Treasurer of Michigan AFSCME Council 25.
2. I understand that I am not required to pay Union dues, assessments or fees in accordance with state law, as a condition of my employment. I understand after giving the Union notice that I may revoke this authorization at any time.

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3. Deductions each calendar month shall be remitted to such address designated to the designated financial officer of Michigan AFSCME Council 25, AFL-CIO, with an alphabetical list of names of all employees from whom deductions have been made.

E. HOLD HARMLESS

The Union shall indemnify and hold harmless The City of Inkster against any and all liability which may arise by reason of the deduction by the employer, of money as Union initiation fees, membership dues, or service/administration charge from employees' wages, or any and all liability which may arise by reason of this application of the previous Sections.

F. In the event that Public Act 349 of 2012 (the "Act") is repealed, replaced, judicially declared invalid, or otherwise amended so that the payment of Union dues or service fees may be required for employment or continuing employment, then the parties agree to reinstate the contract language set forth in the Union Security article of the last collective bargaining agreement in effect prior to the effective date of the Act. In that event, the former Union Security article will thereafter be in full force and effect.

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ARTICLE 7 - GRIEVANCE PROCEDURE

- A. Purpose: It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Further, the parties agree that such procedures are established for the clarification of disputes; that the exchange of written communications shall state the parties' positions and conclusions as clearly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which the answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits shall be considered settled on the basis of the last answer by the City, if the Union does not move to the next step with the time limits, or on the basis of the Union's last demand if the City fails to give its answer within the time limits.
- B. A grievance is any dispute, controversy or difference between (a) the parties, (b) the City and an employee or employees or (c) between or among employees of the City of Inkster, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- C. Informal Resolution: The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- D. Timely Action: Immediate supervisors and reviewing supervisor shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as required.
- E. Written Grievances: The parties agree that any written grievance shall contain:
- The person to whom addressed.
 - The date signed and prepared.
 - The step number within the procedure.
 - The name of the Bargaining Unit.
 - The name of the person grieving.
 - The position or job class of the grievant.
 - The date and time of the action which prompted the grievance.
 - The action which caused the grievance.
 - A statement by the grievant which would set forth the grievance or cause.
 - The remedy sought by the grievant.
 - The Article and Section or subsection of the contract which has been violated.
 - The signature of the grievant.
 - The signature of the Union Official to whom the reply must be directed.

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- F. Electronic Submission of Grievance: A copy of each grievance at each step shall be tendered to the city of Inkster's grievance inbox grievance@cityofinkster.com. The date and time stamp of the outgoing email shall be deemed conclusive proof of the date and time that the grievance was filed.
- G. Electronic Submission of Responses: A copy of the grievance response shall be tendered to _____, an email box that Union designates for receipt of grievance response. The date and time of the City's outgoing grievance response shall be deemed conclusive proof of the date and time that the grievance was filed.
- H. Hard Copies. All copies of electronically-submitted Grievances and Grievance Responses shall simultaneously be submitted to the Union's Chief Steward and the City's HR Director, or someone designated in her stead. Both parties shall sign, date and retain a copy of the hard copy of each grievance and grievance response which shall, in the event of a computer/email malfunction, provide substitute verification of the date and time that a grievance or grievance response is served.
- I. All grievances shall be processed in the following manner and within the stated time limits:

Step 1: After submission of a written grievance form in accordance with Article 7(F) and (H) on the form attached as Exhibit 1 (Grievance Form) an employee who has a grievance may discuss the complaint with the immediate supervisor, with a Union Representative present upon employee's request. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The grievance must be so presented within ten (10) working days after its occurrence. The supervisor shall give their written answer to the grievance within five (5) working days after the date of presentation of the grievance.

Step 2: If the matter is not satisfactorily settled by such discussion with the supervisor, the aggrieved employee shall, within ten (10) working days of having received the Step 1 written response from his/her supervisor submit a written grievance form to the Department Head of the Department to which the employee is assigned. Such report shall be in writing and shall set forth the nature of the grievance and date of the matter complained of, the names of the employee or employees involved and the circumstances surrounding grievance. The Union Representative shall then make arrangements to discuss the grievance with the Department Head within ten (10) working days. The Department Head shall render his/her decision in writing within five (5) working days after the Step 2 meeting referenced herein.

Step 3: If the grievance is not satisfactorily settled at Step 2, the Union Representative shall appeal such grievance to the Chief Administrative Officer or their designee within ten (10) working days of receipt of the written decision by the Department Head as provided for in Step 2. A meeting shall then be arranged with the Chief Administrative Officer or their designee as soon as possible after receipt of the written decision of the Department Head. A decision in writing by the Chief Administrative Officer or their designee shall be given to the Union within ten (10) working days after such Step 3 meeting.

Step 4: If the grievance is not satisfactorily settled as a result of this meeting, as provided for in Step 3, the Union may submit the grievance to the American Arbitration Association. The Union shall notify the City in writing within ten (10) working days after the Step 3 meeting with the Chief Administrative Officer of his designee that it intends to grieve the matter to the American Arbitration Association. Following the

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Employer's notification and within twenty (20) calendar day period of time, the matter shall be referred to the American Arbitration Association for selection of an impartial arbitrator, to be selected by the Union and the Employer, to render a binding decision and, if warranted, an award on the dispute. Said arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

The arbitrator shall fix a time and place for a hearing upon reasonable notice to each party. After such hearing the arbitrator shall promptly render a decision which shall be binding upon both parties but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this Agreement; the decision shall be confined to the meaning of the contract provisions which gives rise to the grievance dispute. The decision of the arbitrator shall be final and binding on both parties and may not be appealed.

ARTICLE 8 - HOURS OF WORK

A. The Regular Workweek

The regular workweek of employees covered hereby shall be forty (40) hours*, within a period of seven (7) consecutive calendar days beginning at 12:01 a.m. on Monday. The regular workweek of Code Enforcement Officers covered, hereby shall be forty (40) hours, within a period of seven (7) days beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday. Nothing herein shall prohibit management from decreasing the hours of work hereunder where the city deems such a decrease to be a financial necessity.

*Where such decreases occur, the city will endeavor to discuss same with the union. Effective upon ratification of this Agreement by both Parties, the current furlough day for some members of this bargaining unit shall terminate and all personnel will revert to the 40 hour/week schedule set forth herein.

B. Regular Workday and Work Shift

The regular work schedule shall be listed by work units as follows: 1) DPS, Parks and Custodian-7 hours of work plus a thirty minute lunch period. 2) Clerical-7 hours of work plus a forty-five (45) minute lunch period. The workday shall be a period within twenty-four (24) hours beginning at midnight.

The regular work shift shall fall between the hours of 7 a.m. to 6 p.m., Monday through Friday, except upon notice by the City of a change in the work schedule of isolated job classifications issued at least twenty-four (24) hours in advance of the scheduled starting time. Such work schedule changes shall be subject to provisions of Article 32, Special Conference and/or the Grievance Procedure. Any regular work shift hours that occur before 7 a.m. or after 6 p.m. shall be subject to premium pay provisions except for the position of custodian.

C. Pay day shall be bi-weekly for all Bargaining Unit employees.

ARTICLE 9 - REST PERIOD

Rest period shall not extend beyond the 15 minute period. Any abuses shall be subject to reasonable discipline. Management shall allow one fifteen (15) minute rest period during each one-half shift on the work

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ARTICLE 10 – OVERTIME

- A. Employees will be paid one and one-half (1 ½) times regular hourly rate when authorized by the City in the following instances.
1. Time worked in excess of eight (8) hours in any one day.
 2. Time worked in excess of forty (40) hours in any one week. For purposes of determining "time worked" in excess of forty (40) hours in any one week no vacation, sick or other type of leave constitutes "time worked." In other words, for purposes of determining "time worked", only time spent actively performing one's assigned duties while punched in shall be counted.
- B. Work performed between 12 midnight Saturday and 12 midnight Sunday, except when these days are part of the regular scheduled work week, and any time worked in excess of sixteen (16) consecutive hours shall be paid two times the regular rate of pay. No employee shall be required to work in excess of sixteen (16) consecutive hours.
- C. Any work performed on holidays included in this Agreement shall be paid at two (2) times the regular rate of pay in addition to the regular holiday pay.
- D. Time granted for vacation leave and sick leave (supported by evidence of illness) and holidays during the work week under consideration for overtime pay, shall not be included as time worked in the computation of forty (40) hours worked.
- There will be no duplication of overtime for the same hours worked.
- E. The Union, AFSCME Local 290 and City Administration agree that since it is the City's policy not to pay compensation for errors but only to pay for time actually worked that the City will, from this day forward, equalize overtime hours in the following manner.

If a person is not called properly for overtime opportunities, then the City will schedule the amount of hours that they would have otherwise been entitled to within forty (40) days after the occurrence. These hours shall be separate and apart from those hours after the occurrence. These hours shall be separate and apart from those hours that would have normally been scheduled.

The Union will refrain from grieving for compensation in lieu of overtime hours. Further, grievances will not be filed as a result of these scheduled hours.

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ARTICLE 11 - EQUALIZATION OF OVERTIME HOURS

Overtime hours will be divided and rotated, as equally as possible among employees in the same classifications in the same Departments where practicable. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each Department or building as the case may be.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their Department will be called first and so on down the list in an attempt to equalize the overtime hours. In such cases, they would be called on the basis of least hours of overtime in their classification.

For the purpose of this Article, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employee working during the callout period.

ARTICLE 12 - PROBATIONARY EMPLOYEES - NEW

- A. A new hire into the bargaining unit shall be a probationary employee without seniority until he/she has been employed and actively at work for a period of ninety (90) calendar days - at the end of which period he/she shall be either terminated or entered on the City-wide seniority list of the City as of the first day of his/her employment. Probationary employees shall not be members of the bargaining unit and management retains sole discretion to determine whether the probationary employee will be hired for regular full-time employment subject to the protection of this collective bargaining agreement.

The ninety (90) calendar days shall not be counted if temporary employee is covering a full-time employee on an approved leave of absence.

- B. At any time during the probationary period, the Chief Administrative Officer may terminate or demote an employee whose performance does not meet the required work standards but not for Union activity.
- C. Probationary employees do not receive fringe benefits, except medical insurance from first billing following date of hire, provided the carrier does not impose other pre-conditions to coverage not herein specified.
- D. Any new probationary employee laid-off or terminated at the discretion of the City will not have recourse to the grievance procedure.

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- E. An employee laid-off or terminated during his/her probationary period and rehired within ninety (90) calendar days following his/her last day of work will be considered to be completing the probationary period which he/she has previously started. An employee who completes his/her probationary period in this manner shall be credited with the total amount of calendar days worked as a probationary employee retroactively from the day he/she completes his/her probationary period for the purpose of determining his/her date of employment and position on the City-wide seniority lists. An employee rehired after ninety (90) days will be considered as a new employee and will begin a new probationary period.
- F. Probationary periods may be extended but not to exceed an additional ninety (90) days upon the mutual agreement of the City and the Union. Said mutual agreement regarding extension of probationary periods shall be reduced to written form.

Any seasonal, provisional, temporary and part-time employees working in an AFSCME position shall be added to the bargaining unit upon the completion of ninety (90) calendar days of employment and said time worked shall serve as their probationary period.

The foregoing provision shall be applied hereafter consistent with Article 12 a, b and f of the existing contract.

On a case by case basis, the Union agrees to meet with the employer in good faith to discuss the possibility of waiving the ninety (90) calendar day period.

ARTICLE 13 – SENIORITY

- A. Definition: Seniority shall mean the status attained by length of continuous service with the City.
- B. Accrual of Seniority: Seniority shall begin on the employee's date of hire with the City. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.
- C. Loss of Seniority: Employees shall lose their seniority for the following reasons . . .
1. Discharge, if not reversed.
 2. Resignation: An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City and who has no legitimate reason for not notifying the City of its absence, may be considered as having resigned.
 3. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
 4. Unexcused failure to return to work after expiration of a formal leave of absence.
 5. Retirement.

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Layoff for a continuous period of twenty-four (24) months, the Employer shall send written notification by registered mail to the employee at his/her last-known address that he/she has lost his/her seniority and his/her employment has been terminated. A copy of such notification shall be presented to the Union.

- D. Seniority List: Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, position, class and seniority date and shall furnish a copy to the Union in July of each year and as soon as practicable the first year.
- E. Application of Seniority: Seniority shall apply to shift assignment, vacation, layoff, recall, transfers and promotions and as otherwise provided in this Agreement.
1. In the event of a vacancy, employees shall be given the opportunity to transfer on the basis of their seniority and provided they are qualified as per Article 14.
 2. Vacancies shall be filled by seniority as follows: (a) of applicants within clerical and general maintenance categories; (b) if no applicants are received from the category in which the vacancy occurs, then of applicants, such positions may be filled by person outside City employment.

ARTICLE 14 – PROMOTIONS

Section 1

All permanent job vacancies within the City of Inkster in higher paid classifications shall be defined as promotions. Such vacancies shall be posted in all departments within the City for a ten (10) calendar day posting period. Interested, employees must submit written requests for promotion to the vacancy to the Human Resources Department within the above ten (10) calendar day posting period in order to be eligible for consideration for the promotion. Said job shall normally be filled within thirty (30) calendar days.

Section 2

The Department Head will not be obligated to consider a request for promotion from an employee during the employee's absence from work or during an employee's layoff from work, unless that employee submits the request, in writing, during the posted period. The steward shall be allowed to submit a written request during an employee's authorized absence from work or during an employee's layoff from work, on behalf of the absent or laid off employee. It shall be the responsibility of the employee on an authorized absence from work or on layoff from work to submit a request, in writing, to the steward to be submitted as application for specific posted positions in which the employee is interested. Employees will not be considered for any promotional vacancy unless said employee will be available for work in the vacant position on the date said position is to be filled or within a reasonable period of time thereafter dependent on prevailing circumstances within that department.

Section 3

The Chief Administrative Officer or his/her designee shall appoint employees for promotions subject to the following conditions:

- A. The demonstrated working knowledge, training, certified experience or certified education for the posted position.

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- B. Performance on the job.
- C. Job related physical qualifications.
- D. The seniority applicant, based on A, B and C above, will be entitled to the trial period provided in Section 4 below.
- E. The City may, in its discretion, consider external candidates who are not, at the time of the vacancy, employed by the City.

Section 4

- A. The employee who is promoted may serve a thirty (30) working day trial period to prove they are capable of performing the work. At any time during this trial period, the employee may, on his/her volition, request, in writing, to be relieved of the new classification and will be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was promoted and former rate of pay without loss of seniority.
- B. Employees serving a trial period will be evaluated, in writing, by the Employer, both upon completion of the first fifteen (15) working days of the trial period and again during the week prior to the expiration of the thirty (30) working day trial period. Upon receipt of the written evaluation(s), the employee may respond, in writing, to the Employer concerning the evaluation; said response shall be attached to the evaluation.
- C. Any and all disqualifications shall contain management's justification for disqualifying said employee and shall be presented to the employee and the Union within five (5) days of the trial period's final day.

Section 5

- A. Upon request, interested employees may be allowed to train at times acceptable to management, in position they believe could be available to them at a future date, inasmuch as such training would provide them with a promotion. Said training shall not change the employee's rate of pay. Training of employees shall be limited to three (3) employees in the requested classification based on seniority.
- B. The amount of training given to employees training in the same position will be equal, as to the amount of days each employee is trained. Training will occur in five (5) day segments or as the position dictates.
- C. Employees shall apply for training, in writing, to the Human Resources Director, with a copy provided to the employee, Union and Department Head.
- D. Employees shall only be allowed to train in no more than two (2) classifications per year.
- E. Upon completion of training as prescribed above, same shall be noted in employees' personnel record, with a copy to the employee.
- F. Posting shall be made for required periods near the time clocks for each member of the unit.

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- G. Employees shall not have the right to lateral or downward job transfers, without written permission of the Chief Administrative Officer or Personnel Director.

Section 6

Nothing contained herein shall limit the Union's right to appeal any or all of the above article through the grievance procedure, should the Union believe the above has been violated.

ARTICLE 15 - LAYOFF AND RECALL

- A. Definition: Layoff shall mean the separation of employees from the active work force due to economic necessity, lack of work or abolition of position because of changes in organization.
- B. Order of Layoff:
1. No permanent or probationary employee shall be laid-off from his/her position in his/her respective clerical, and general maintenance categories while any part-time seasonal, temporary or provisional employees are serving in such Union clerical, housing maintenance and general maintenance categories excluding Crossing Guards, Printer and Parks & Recreation.
 2. Permanent and probationary employees, in the event a layoff becomes necessary, shall exercise their seniority by replacing an employee with lesser seniority in his/her respective clerical, maintenance and general maintenance classifications; subject to the exceptions as are contained in sub-paragraph "C" of this article.
 3. Except as provided in sub-paragraph "C" of this Article, the layoff of probationary or permanent employees shall be in inverse order of seniority within the respective clerical, and general maintenance classifications.
- C. Exceptions to Seniority: The City may approve deviations from seniority in layoffs or demotions in lieu of layoff. In proper cases, exceptions may be made in order to maintain a satisfactory level of performance in the departments affected. A conference will be held between the City and the Union to discuss those questions or disputes involved in the layoff procedure. If an agreement cannot be reached as to the proper reassignment of the remaining personnel, then it shall be subject to the grievance procedure. In such cases, the affected employees shall be given written notice of the determination and the reasons therefore. The steward, chief steward and local president (if employed by the City) shall during their term of office at the point where they would be subject to layoff, be retained at work, regardless of their seniority provided they are able to perform any remaining work satisfactorily.
- D. Notice of Layoff: Employees to be laid off shall be given at least fourteen (14) calendar days prior notice.
- E. Preferred Eligible Lists:
1. An employee laid off or displaced shall have his/her name placed on a preferred eligible list, in order of seniority, for any position from which he/she was displaced.

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2. Names shall remain on such list for twelve (12) months or length of seniority, whichever is less unless removed as provided below. Employees shall be recalled from layoff or shall be restored to a position from which he/she was displaced, before any other persons are selected for employment or promotion to any position.
3. An employee on layoff shall have the right to apply for any vacant posted position in accordance with the provisions of the agreement.

F Recall from Layoff:

1. Employees to be recalled from layoff shall be given a maximum of five (5) calendar days to respond after notice has been sent by certified mail to their last-known address.
 2. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
- G. Restoration to positions from which demoted. . . employees to be restored to positions from which they had been displaced shall be given five (5) calendar days written notice in which to accept. Names of those who decline shall be removed from the pertinent eligible lists.

ARTICLE 16 – CALL-BACK AND EXCESS OVERTIME REST PERIODS

- A. Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of one and one half (1 1/2) times his/her regular rate.
- B. Any employee who works sixteen (16) hours, inclusive of lunch period and breaks, within a twenty-four (24) hour period shall be granted fatigue time.

Employees shall be guaranteed a minimum of four (4) hours of rest or off-duty time between the end of any sixteen (16) hours of work and the time the employee shall be required to report for duty on such next regularly scheduled work shift. During an emergency situation such as water main break, sewage stoppage, snow and ice removal, etc., the Employer can require the employee to remain on the job until the job is completed and the four (4) hour rest period must then be taken before the end of the work day or the employee shall be paid for the time at a straight rate. There shall be no banking of fatigue time. Should the emergency job be completed near the beginning of the work shift with the mutual consent of the employee and the Employer the four (4) hour rest may be deferred until the hours before the close of the work shift. If the overtime assignment is completed before the beginning of the regular shift, the rest period shall begin at the completion of the overtime assignment.

The City shall pay such employee at his/her regular rate of pay for each hour of such four (4) hour rest of off-duty period, which falls between the commencement of his/her next regularly scheduled work shift and the hour that such employee is required to report thereupon of the work shift. If the overtime assignment is completed before the beginning of the regular shift, the rest period shall begin at the completion of the overtime assignment.

The City shall pay such employee at his/her regular rate of pay for each hour of such four (4) hour rest or

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off-duty period which falls between the commencement of his/her next regularly scheduled work shift and the hour that such employee is required to report thereupon.

- C. The City, by department, shall exhaust the overtime list wherever possible in assigning call-back time. After exhausting such overtime list, then the employee contacted for emergency call-back is expected to appear from duty when emergencies shall consist of snow and ice control operations, main breaks and other situations that require immediate attention.
- D. The Union, AFSCME Local 290 and City Administration agree to adopt the following call-out plan for Crew Chiefs:

Crew Chiefs will be on a seven-man call-out rotation basis providing there is a full complement of Crew Chiefs.

Crew Chiefs will receive compensation at time and one half (1) their regular salary when actually called out to perform duties. Additionally, extra compensation of four hundred and fifty dollars (\$450.00) will be paid annually on the first pay of the month of December. Persons removed from call-out for whatever reason shall receive this pay on a prorate basis.

Crew Chiefs who actually work call-out will receive four (4) hours of fatigue time provided they have worked eight (8) call-out hours or more. Fatigue time shall be taken on Friday of the week the call-out is worked.

ARTICLE 17 - PAYMENT OF BACK PAY CLAIMS

- A. Back wages will be paid to an employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.
- B. No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his/her proper pay rate.

ARTICLE 18 - DISCIPLINE AND DISCHARGES

- A. It is understood that the intent of disciplinary action shall be corrective in nature. Upon the employee's request the Union Steward or representative shall be present when disciplinary action is issued. Disciplinary actions or measures shall include the following:
- ... Oral reprimand
 - ... Written reprimand
 - ... Suspension (notice to be given in writing)
 - ... Discharge
- B. Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee of the City of Inkster. It is understood that any of the aforesaid disciplinary actions or measures may be imposed by the City on an employee depending upon the severity of the employee's conduct.

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- C. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- D. The employee, upon being confronted with a reprimand, is required to acknowledge notice of said reprimand by his/her signature. The signature of the employee on a reprimand is not to be construed as his/her agreement with the charges but is to be considered only that he/she has knowledge that such a reprimand is in existence. Failure to acknowledge such reprimand/disciplinary action shall be a separate ground for discipline for insubordination.
- E. The City shall not discharge any employee without just cause except for new hires during their probationary period. The employee and the Chairperson of the Bargaining Committee will be notified, in writing, that the employee has been suspended and is subject to discharge.
- F. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure.
- G. Copies of all disciplinary action shall be provided to appropriate Union Steward or Union Representative.
- H. VIOLENCE IN THE WORKPLACE: The parties have adopted a zero tolerance policy regarding instances of violence in the workplace. Instances of violence in the workplace will be grounds for immediate termination.

ARTICLE 19 - HOLIDAY PROVISIONS

- A. Paid holidays per year, for the duration of this contract, shall be:

New Year's Day
Martin Luther King's Birthday (January 15th)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Full Day After Thanksgiving Day
Good Friday
Christmas Eve
Christmas Day
New Year's Eve
Employee's Birthday

When a holiday falls on a Saturday, Friday will be used as the holiday. When a holiday falls on a Sunday, Monday will be used as the holiday.

- B. Payment for holidays heretofore agreed upon shall be paid in the same manner as though worked and at the regular rate of pay provided:

That the employee shall have been eligible for full compensation on there regularly scheduled work shift prior to and after the holiday; such prior to or after compensation having been for:

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Regular work shift attendance or paid leave such as vacation, sick, jury service or emergency and funeral.

An employee whose sick leave days are exhausted and who does not work the day before or the day after the holiday shall receive their holiday pay (but no sick pay) provided said employee properly notifies the Employer of the illness and submits fair evidence of the need for the day off of illness.

- C. The City of Inkster and AFSCME Local 290 agree that Martin Luther King's Birthday will be celebrated on the Federal Holiday in January as long as it exists as a Federal Holiday, otherwise it will be celebrated on January 15.

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ARTICLE 20 – DISABILITY LEAVE

I. Duty Disability Leave

- a) A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by Michigan Workers' Compensation Act.
- b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury; however, minor to his/her immediate supervisor and take such first-aid treatment as may be recommended or waive such first-aid, in writing.
- c) Employees on duty disability leave shall not accrue sick leave and shall cease to accrue benefits after fifty-two (52) weeks of disability leave.
- d) Seniority or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:
 - (1) Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly net (take-home) earnings excluding overtime and premium pay. Such payment shall be retroactive to the first day lost resulting from a Workers' Compensation injury.
 - (2) The foregoing supplement shall be by check, issued in the same manner as regular payroll and separate from Workers' Compensation payments. The employee's seniority, life insurance and hospital/medical benefits in effect shall continue during the period. Such contributory benefits in effect (such as pension, FICA and non-duty disability insurance) shall continue during the same period. Deductions authorized by the employee in which the City is the intermediate holder (credit Union, dependent-student hospital/medical payments) shall also be continued.
 - (3) After fifty-two (52) weeks of duty disability leave, if the employee has sufficient accrued sick leave, the sick leave days shall be converted to earnings calculated as normal weekly net earnings and the employee shall receive a payroll check (as in 1. above) for the difference between Workers' Compensation and their normal weekly net earnings to the extent of accrued sick leave only.
- e) Benefits provided for in this section apply only to seniority employees and do not apply to probationary employees.

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2. Non-Duty Disability Leave

- a) A leave of absence without payment from the City required as a result of the employee incurring a non-duty illness or injury while in the employ of the City.

New employees are covered on the first of the month following their acquisition of seniority (after they successfully complete probation). All qualified employees must participate.

- b) The City will secure group insurance coverage to provide employees with income protection during the period of their non-duty disability.

- c) Coverage to be provided is:

- (1) Short term – 13 week S/A with 60% of weekly base salary up to a maximum of \$350.

- (a) Effective date for new coverage to be no later than the 1st day of the second month following ratification of this contract.

- (b) Copy of policies will be supplied to the Union steward upon request.

- (c) Sick days may only be used in conjunction with this section to supplement disability pay for the elimination periods: 8 days illness in short term policy and 90 day elimination in long term policy.

- (d) City and employees to share premium cost on a 50/50 basis.

- (2) Long term – 91st day to age 70 with 60% of monthly base salary up to a maximum benefit of \$1,300.

- (a) Effective date for new coverage to be no later than 1st day of the second month following ratification of this contract.

- (b) Copy of policies will be supplied to the Union Steward upon request.

- (c) Monthly benefits under LTD for a period of two (2) years will be paid when the employee is certified by a qualified physician as being unable to engage in normal duties due to sickness or accidental bodily injury. If the employee is certified by a qualified physician as being unable to engage in any qualified occupation for which he/she is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.

- (d) City and employees to share premium cost on a 50/50 basis.

- (e) Employee share of premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workers' compensation and other government and Employer sponsored benefits.

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- (f) Under LTD benefits no evidence of insurability will be required.
- (g) Maximum duration – sickness and accident to age 70.
- (h) Sick days may only be used in conjunction with this section to supplement disability pay for the elimination periods: eight (8) days illness in short-term policy and 90 day elimination in long term policy.

3. AMERICANS WITH DISABILITIES ACT (ADA): *This contract shall be in compliance with the Americans with Disabilities Act (ADA), as amended.* Employees covered by this contract shall be entitled to all rights as contained within this contract. The City and Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the disabled, as provided for under the ADA. The City and Union will meet as necessary during the term of this contract to discuss and reach an agreement regarding any specific problems which may arise in complying with the ADA.

ARTICLE 21 – EMERGENCY AND FUNERAL LEAVE

- A. In the case of serious illness in his/her immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon the recommendation of the immediate supervisor and approval of the Chief Administrative Officer.
- B. “Immediate Family” as applied to Section A is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparents and legal guardian or have legal guardianship of.
- C. Emergency leave is chargeable to sick leave credits and, in the case of a probationary employee or an employee who does not have the accumulated sick leave credits, emergency may be granted as an advance in sick leave accumulation upon the approval of the Chief Administrative Officer.
- D. In addition to emergency leave, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the family, upon the recommendation of the immediate supervisor and approval of the Chief Administrative Officer. If the death or funeral occurs 100 miles or more from the City limits of Inkster, an additional one (1) day of funeral leave shall be allowed for travel.
- E. “Immediate Family” as applied to Section D is defined as wife, husband, child, brother, sister, brother and sister-in-law, parent and parent-in-law, grandparents and legal guardian or have legal guardianship of. Funeral leave for immediate family is not chargeable to sick leave credits.
- F. Should a death of his/her immediate family occur while an employee is on a scheduled vacation leave, with pay may be granted, which shall be charged to accumulated sick leave. An employee may elect to use accrued vacation time in lieu of accumulated sick leave.

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- G. If death occurs to other relatives of an employee, not stated above, one day leave with pay may be granted, which shall be charged to accumulated sick leave. An employee may elect to use accrued vacation time in lieu of accumulated sick leave.
- H. Subject to the discretion of the Supervisor, the City will allow up to four (4) employees who wish to attend the funeral or serve as a pallbearer at a funeral of a fellow employee or former employee who will be paid during the time they must be off the job not to exceed eight (8) hours. Other employees may attend the funeral subject to the discretion of the Chief Administrative Officer, but will not be paid for the time they must be off the job which time shall not exceed eight (8) hours.
- I. Additional funeral/emergency leave may be granted in special cases subject to the approval of the Chief Administrative Officer or his/her designee.

ARTICLE 22 - JURY LEAVE

Any regular employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or service. Pay will be made upon presentation of jury duty or service remuneration in the next regular pay.

ARTICLE 23 - LEAVE OF ABSENCE - WITHOUT PAY

- A. Department Heads may grant leaves of absence without pay to regular employees for periods up to sixty (60) working days. Leaves in excess of sixty (60) working days must be approved by the Chief Administrative Officer.
- B. A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interests of the City.
- C. Employees shall request such leaves of absence, in writing, well in advance of the date so desired; however, the Chief Administrative Officer may make exceptions in emergency situations.
- D. No benefits except seniority will accrue for an employee on a leave of absence without pay. For leaves exceeding thirty (30) days, the employee may continue such benefits as hospitalization, life insurance, etc., at his/her own expense.
- E. The City may, in its sole discretion, fill with a part-time contract employee any position vacant due to an unpaid leave of absence.

ARTICLE 24 - MATERNITY LEAVE

- A. A pregnant woman shall be entitled to a leave of absence in accordance with her doctor's recommendation, not to exceed one (1) year. When said employee gives written notification to the City of her desire to return to work, the City shall reinstate said employee within two (2) weeks from receipt the written

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An employee promoted from one classification to another which holds a higher pay grade will advance to the step of the new pay grade which conforms to his/her seniority in the City service and will advance from such step to maximum in such promotional grade in accordance with such City seniority.

PAY TITLE AND GRADES

Junior Accountant Position / Clerical Position ~ Fire Department

1. The position of Junior Accountant will not be included in the Bargaining Unit. Should the position of Junior Accountant become vacant, members of the Bargaining Unit who meet the qualifications shall be given preference over new hires.

CLASSIFICATION TITLE AND GRADES

Table I

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Clerical/Custodial I	1
Clerical/Custodial II	2
Clerical III	3
Field I	3
Field II	4
Skilled I	5
Skilled II	6
Skilled III	7

All wages will be retroactive

~~There shall be a study of wages and benefits completed by July 1, 2007 for all employees except those working at Inkster Housing. The study for Inkster Housing will be completed by January 1, 2008. All employees will receive the 3% (7/1/07) increase and then will be placed in the study.~~

~~Employees shall receive an additional percentage amount in order to place them at the minimum of the wage study. (Increases, due to the study, will be implemented on July 1, 2007 for all employees except those working at Inkster Housing. Implementation of the increases due because of the wage study for employees working at Inkster Housing will be January 1, 2008. Employees working at Inkster Housing will receive all their across the board raises on the July 1st dates. If either study goes past the implementation dates, increases will be retro-active to the implementation due date listed in this Agreement.)~~

~~The City will use the Michigan Municipal League to conduct the study. Comparable cities (as used for management study) will be used for the employees' study, except those working at Inkster Housing. The study for employees working at Inkster Housing shall use Housing Commissions/Authorities in the State of Michigan as Comparables.~~

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The City will meet with the Union to discuss the results of the studies. There will be no loss of wages or benefits due to the study.

*MML CLASSIFICATION AND SALARY COMPENSATION

*Grade	Minimum	Step 2	Step 3	Step 4	Step 5	Maximum
1	\$27,273	\$28,363	\$29,453	\$30,544	\$31,636	\$32,727
2	\$29,545	\$30,727	\$31,909	\$33,091	\$34,273	\$35,455
3	\$31,591	\$32,855	\$34,119	\$35,382	\$36,646	\$37,909
4	\$33,864	\$35,218	\$36,572	\$37,926	\$39,279	\$40,636
5	\$35,455	\$36,873	\$38,291	\$39,709	\$41,127	\$42,545
6	\$37,727	\$39,236	\$40,745	\$42,254	\$43,763	\$45,273
7	\$40,000	\$41,600	\$43,200	\$44,800	\$46,400	\$48,000

ARTICLE 36 – PAY CHANGES

- A. Purpose: The following provisions shall govern the assignment of pay steps to employees of the City.
- B. Definitions for purpose of this Article:
1. Promotion shall mean a change in employment to a position grade which has a higher maximum salary.
 2. Demotion shall mean a change in employment to a position grade which has a lower maximum salary.
 3. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
 4. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
 5. Salary Step Increases shall mean an increase in compensation to the next higher step in the same pay range.
 6. Acting Assignment shall mean an assignment for a limited period not to exceed thirty (30) consecutive days. The Acting Assignment may be extended beyond thirty (30) days by a mutual consent agreement between the Employer and the Union.
- C. Anniversary dates for pay change purposes:

Establishment:

1. Original Employment and Re-employment: The date one (1) year after the beginning of the probationary period and the corresponding date each year thereafter.

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notification, to her former position, if she returns to work within four (4) months after delivery. If the employee does not return to work within four (4) months after delivery, but within the one (1) year maternity leave period, employee shall, within two (2) weeks of written notification, be reinstated to work which is as nearly comparable to the position and classification held at the time leave was granted, and in accordance with the seniority provisions of the City for its employees. Employees granted such leaves shall be expected to undergo a physical examination before and after the period of leave. Further, both parties agree that they shall conform to the law as it exists during the term of the contract.

- B. There shall be no accrual of seniority for an employee on leave of absence that exceeds the employee's seniority at time of maternity leave outlined above. The period of such leaves of absence shall not be included in determining eligibility of the employees for salary step-ups, but shall be included for automatic longevity increases, as provided for in the longevity pay plan.
- C. Employees on maternity leave shall receive the following paid benefits:
 - Hospitalization - LTD Premium
 - Life Insurance - Use of any Accrued Vacation and Sick Leave
- D. Upon employee's request, a child care leave of absence without pay shall be granted to an employee. Such leave shall commence upon expiration of maternity leave, or upon providing the Employer with proof of a newly adopted child, or upon submission to the Employer of proof of the birth of one's child. Such leave shall not exceed four (4) months. Upon return from a childcare leave, the employee shall be reinstated to the position held at the time the leave was granted.
- E. Any leave granted under this Article, shall run concurrently with any leave granted under the Family Medical Leave Act.

ARTICLE 25 - MILITARY LEAVE

As is previously provided in this Agreement, the City agrees to abide by the re-employment rights as provided in the Selective Service Act as it now is in effect or may be amended. Regular employees who are members of the National Guard or of a Military Reserve organization will be granted a leave of absence without pay if called to active duty. *The City and Union will comply with the Uniform Services Employment and Reemployment Act (USERRA).*

ARTICLE 26 - SICK LEAVE

Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.

- A. The amount of sick leave shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed ninety (90) days for any employee. All days in excess of ninety (90) days are to be bought out by the City at a rate of forty (40%) percent of their then current June 30th wage rate payable the 1st payroll in December. No payout for any one employee will exceed twenty-five hundred dollars (\$2,500) in one year. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the

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first full working day of the employee. However, no employee shall be entitled to sick leave credit until he/she have completed his/her probationary period at which time he/she shall be credited with the number of hours he/she will have earned during his/her probationary period of service. Except for job-incurred disabilities, an employee who has not served his/her probationary period of service credit for a month worked for every month in which he/she worked or received compensation for fifteen (15) work days of that month as is current practice.

- B. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulating sick leave credit shall be converted to hours that would have been earned on the new work week schedule.
- C. A certification of illness or injury from a physician of the City's Manager's choosing, at the City's expenses may be required by the Chief Administrative Officer as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.
- D. The Chief Administrative Officer will grant sick leave to an employee for periods of illness not exceeding thirty (30) calendar days provided that the Chief Administrative Officer or Personnel Director receives a certificate of incapacity to work from a recognized certified physician.
- E. All requests for sick leave for more than thirty (30) calendar days duration shall be submitted to the Chief Administrative Officer for prior approval, if possible and shall be accompanied by a physician's certificate supporting said requests. The Chief Administrative Officer or Human Resources Director reserves the right to require medical examination from a City designated physician and may require further medical reports from time to time on all sick leaves in excess of ninety (90) calendar days.
- F. Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed or employed by other than the City.
- G. Any employees who become ill and unable to report to work, must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty within one (1) hour after the starting time of his/her particular shift on the first day of his/her absence unless other reporting agreements are made between the employee and his/her department head, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.
- H. If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.
- I. When an employee receives his/her last check for sickness or disability, he/she will be placed on leave without pay for a period not to exceed three (3) years or his/her seniority, whichever is less. If at the end of that time, employee is still unable to return to work with or without reasonable accomodation, his/her employment shall be terminated. Employee shall be eligible for re-employment, provided he/she has completely recovered and has a doctor's statement to that effect subject to City physical examination and approval and provided further, that a position is available in accordance with his/her seniority.

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- J. Upon retirement, an employee, or upon death the employee's estate, shall receive cash payment at his/her currently daily regular rate of pay, excluding premium rates for 100% of his/her accumulated sick time, but not to exceed ninety (90) days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement and as defined in the employee's retirement system.
- K. Employees who do not use more than five (5) days sick leave and/or leave without pay per year, shall be given three (3) days additional leave with pay. Such "bonus" days may be used to extend vacations or as personal leave days. When used for personal leave, the Employer shall receive at least twenty-four (24) hours notice.
- L. During any period an employee is off on a medical leave of absence, medical and life insurance will be continued in full force by the Employer as the group rate for a period not to exceed ninety (90) days.

ARTICLE 27 - VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

- A. All regular employee with more than six (6) months, but less than one (1) year seniority at the end of the fiscal year, shall receive a pro-rata vacation at the rate of 12 days per year. Regular employees with more than one (1) year seniority, the following schedule shall apply which shall be computed on a fiscal year basis:

	<u>Days Per Month</u>	<u>Days Per Year</u>
Beginning 2 nd year of seniority	1.00	12
Beginning 4 th year of seniority	1.08	13
Beginning 6 th year of seniority	1.17	14
Beginning 7 th year of seniority	1.42	17
Beginning 10 th year of seniority	1.50	18
Beginning 15 th year of seniority	1.75	21
Beginning 19 th year of seniority	1.83	22
Beginning 21 st year of seniority	1.92	23
Beginning 26 th year of seniority	2.00	24

No employee shall lose any vacation benefits during the term of this contract as a result of changes in this subsection.

On April 1 of each year, the employee shall be credited with vacation credits that have been earned up to that time plus advance vacation credits to the end of the current fiscal year (June 30).

- B. Employees shall receive credit for a month worked for every month in which they work or receive compensation for fifteen (15) work days. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation

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- C. A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he/she completes his/her probationary period retroactive to the start of such probationary period.
- D. Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued; unless carried over with the written consent of the Chief Administrative Officer.
- E. Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to City-wide seniority to select available vacation periods for their allowable vacations. Available schedules shall be posted prior to April 1 of each vacation year. After selections are approved, they shall be final except for emergencies.
- F. Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one (1) week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one (1) calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time. Scheduling of the third week of vacation leave earned by ten-year service employees shall be at the discretion of the department head so that such third week schedule does not conflict with vacation leave requests of employees with less than ten (10) years service.

HALF DAY VACATION IN DPS : The City Administration agrees to be more relaxed on approving DPS vacation schedules in day increments while still maintaining a satisfactory workforce.

The City agrees that AFSCME DPS employees may request one-half day vacations when forty-eight (48) hours notice is given in writing for that request. The approval of such request will be at the Chief Administrative Officer's discretion. The one-half day request must be the first four (4) hours or the last four (4) hours of the workshift.

- G. Employees shall be entitled to vacation pay in any of the following instances:
 - 1. Any regular employee, who gives proper notice (ten working days) regarding termination of his/her employment with the City, shall be entitled to his/her regular pay for any unused portion of vacation time, as of date of separation.
 - 2. Any regular employee who is placed on indefinite layoff or separated from the City, shall be paid his/her accrued and unused vacation time.
 - 3. Any employee who has served six (6) months, but less than one (1) year with the City and enters Military Service shall be allowed vacation time at the rate of one (1) day per month, with a maximum not to exceed the ten (10) days, paid to him/her at the time he/she leaves the City to enter Military Service.

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4. By mutual agreement between the Chief Administrative Officer and the employee, an employee shall be allowed to redeem their vacation days for pay and upon request may take them at a later date without pay. Such agreement shall be reduced to writing.

H. Employees shall not be entitled to accrued vacation pay if any of the following applies:

1. If an employee separates himself/herself from the City by reason of absence without leave.
2. If an employee fails to give at least ten (10) working days notice in advance of termination date.
3. If a probationary employee leaves the employ of the City before completing his/her probationary period.

ARTICLE 28 - HOSPITALIZATION INSURANCE

The City has contracted to provide the medical benefits attached hereto as Exhibit A. The parties understand that the city's contract for employer-provided health insurance is renewed each year and that plan design is subject to change each year. Notwithstanding anything contained in the contract between carrier and the city, the parties agree that they are bound by PA 152 of 2011 and any subsequent amendments thereto and that the City's sole financial responsibility under this Article is to provide 80% of the premium cost of the group health insurance policy in effect. Nothing herein shall prohibit the Union from providing the city with plan alternatives. The Union has the right to open negotiations for a period of 30 days for the purpose of bargaining over any annual changes to the City's group health plan.

ARTICLE 29 - LIFE INSURANCE

1. The City shall contribute the full cost of providing term life insurance to all regular employees in the amount of Twenty Thousand Dollars (\$20,000) value upon the death of said employee. One Thousand Dollars (\$1,000) of the additional life insurance coverage shall be provided for employees whose salaries exceed Twenty Thousand Dollars (\$20,000) in increments of One Thousand Dollars (\$1,000).
2. This insurance shall include double amount of coverage for accidental death and dismemberment.
3. Upon retirement, the employee shall have a conversion option on this policy for a period of thirty (30) days. Conversion of this policy from group plan must be done by the employee with the City assuming no responsibilities for such conversion. The Employer shall provide a paid policy of Five Thousand Dollars (\$5,000).

ARTICLE 30 - UNION BUSINESS

A. Regular employees elected to any Union office may, at the discretion of the Chief Administrative Officer and upon written

request of the Union, be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union. Leaves granted for Union officers shall be without pay written request from Union for such leave must be

9/20/13 TA DD-5-23-17
5-23-17 BN 5-23-17
JCS/2017

submitted to the Chief Administrative Officer at least thirty (30) days prior to the starting date of said requested leave of absence. Two representatives of the Union, elected as Local Union delegates to the AFSCME state convention shall be granted five (5) day a year with pay. Also, two (2) Union representatives may be granted three (3) days a year with pay to attend Union functions within a Two Hundred (200) mile radius from the City of Inkster.

- A. Regular employees who are members of the Union, selected by the Union to participate in any other authorized Union activity, may be granted to leave of absence without pay at the request of the Union and with the approval of the Chief Administrative Officer. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period of time by the Chief Administrative Officer upon written request of the Union.
- B. Positions opened by such leaves of absence may be filled by temporary employees or by employees within the unit as is determined in the best interests of the City by the Chief Administrative Officer. In the event that a regular employee is promoted to a new classification to fill a vacancy of any employee on a leave of absence, such promotion shall be temporary and he/she will return to this original position upon return of the employee on such leave of absence for Union business.
- C. Failure of an employee to report for duty immediately upon expiration of the leave of absence will be assumed that such employee has voluntarily resigned.
- D. The leaves as provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City.
- E. Any leave request, if determined to be detrimental to the best interests of the City, may be denied by the Chief Administrative Officer, and if denied, shall be subject to a Special Conference.

ARTICLE 31 – SAFETY COMMITTEE

A Safety Committee of employees and Employer representative is hereby established. This committee will include two (2) representatives of the Union and two (2) Employer representatives as designated by the Chief Administrative Officer and shall meet generally once a month at the request of either party during the regular working hours, for the purpose of making recommendations to the Chief Administrative Officer.

The Safety Committee shall prepare rules regarding procedures to be followed in processing complaints regarding unsafe equipment and/or work methods. Employees shall not be held responsible for equipment which has been reported to the foreman as mechanically defective. The Employer will develop a safety program which will include the close inspection and repair by qualified personnel of all equipment.

ARTICLE 32 – SPECIAL CONFERENCES

- A. Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within five (5) working days of the receipt of the written request and shall be held between 8:00 a.m. and

MOB TA DD- 5-23-17
5-23-17 BN 5-23-17
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5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be requested by not more than three (3) persons at special meetings.

- B. The Union representative may meet at a place designated by management, on management's property, for a period not to exceed one-half hour (1/2) hour immediately preceding a meeting for which a written request has been made.
- C. Employee representatives of the Union at special meetings will be paid by management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

ARTICLE 33 - BULLETIN BOARDS

The City agrees to furnish a bulletin board for the use of Union in a non-public area of related public buildings mutually agreed upon by the Union and the Chief Administrative Officer. The Union agrees to maintain said bulletin boards in a state of good repair. The bulletin boards are to be used only for notices of Union meetings, Union elections and results and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the City prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the boards. Union notices as specified above may not be posted in any other location other than as designated.

ARTICLE 34 - UNIFORMS

- A. All employees who are presently receiving uniforms, (i.e., Ordinance Officers, Animal Warden), will continue to receive uniforms as they presently received.
- B. Employees in classifications that receive Uniform Allowance shall serve as reimbursement for purchase, maintenance and replacement of uniforms as required under the departmental rules and regulations. This allowance will be paid in full the 1st pay in October. New permanent employees shall receive a uniform allowance prorated over the amount of time left in the year in which they entered the department. The initial preferred uniform shall be light blue shirt and navy blue work pants with boots. An acceptable logo on the shirt and cap will be permitted, provided all outfits are uniform. Enforcement of the uniform provision in the contract is essential to assuring employees appearance is acceptable when representing the City in their work capacity. Uniforms will be in compliance with MIOSHA requirements. The reimbursement will be \$600.00 per year.

If an employee terminates their employment during the year, they shall return their unearned prorated share of the uniform allowance.

ARTICLE 35 - JOB CLASSIFICATION AND PAY PLAN

- A. City employees covered by this contract are assigned to classification titles and pay grades:
 - 1. Table I indicates the classification titles together with their pay grade assignment.

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5-23-17
9/28/17

DD-5-23-17
BN-5-23-17

2. Promotion: The date one (1) year after the beginning of the probationary period and the corresponding date each year thereafter.
3. Transfer: The anniversary date remains unchanged.
4. Demotion: The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
5. Reclassification: The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.
6. Postponement of Anniversary Date: Layoff, formal leave of absence or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation out time previously served toward the next anniversary date shall be credited when employees return to the payroll.

D. Compensation Determinations:

1. Original Employment and Re-employment: Employees shall be employed at the lowest step for their position class, unless the Chief Administrative Officer determines that the needs of the service require that compensation be fixed at a higher salary step.
2. Employees on acting assignment to a higher position class shall be paid after seven (7) days at the salary step the employee is being paid at before such acting assignment is made.
3. Transfers: An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.
4. Demotion and Downward Reclassification: An employee who is demoted or whose position is reclassified to a class in a lower pay grade shall initially be paid at the same salary step in the range for the lower position which has been received in the higher position, unless the Chief Administrative Officer shall determine that it be in the best interests of management to assign a higher authorized salary step or unless he/she previously held a higher step in the lower class, in which case he/she shall be paid at the higher salary step.

- E. Effective Date of Changes in Compensation: All changes in compensation shall be effective at the beginning of the first payroll period following the change.

ARTICLE 37 – CREDIT UNION SERVICE DEDUCTION

All credit union payroll deductions shall be transmitted to the credit unions within seven (7) calendar days of the payroll deduction.

Furthermore, employees may only amend their credit union deductions five (5) times per year.

ARTICLE 38 – PENSION PROGRAM

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DD-5-23-17
BN 5-23-17

A. Normal Retirement Income - Amount: The yearly amount of such participant's normal retirement income will be equal to 2.50% of the Participant's Final Earnings multiplied by the number of the employee's years of credited service.

B. Effective July 1, 1998, the amount of each participant's contribution shall be 5% of earnings.

C. Credited Interest: For months on or after July 1, 1980, employees who withdraw their contributions from the pension program shall receive a five percent (5%) per year interest on said monies for the time held by the pension fund compounded on each July 1. Any change in the rate of Credited Interest will apply to interest allowed for months occurring after the effective date of the change.

D. The City of Inkster adopts an early retirement program for all programs for all AFSCME Local 290 Bargaining Unit employees under the following terms and conditions:

1. That any Union employee who is a member of the general retirement system of the City of Inkster that has attained a minimum of fifty-five (55) years of service age with the City, shall be eligible, at his/her option, for early retirement option shall become effective on January 1, 1998.
2. That any Union employee who is a member of the general retirement system of the City of Inkster that has a minimum of twenty-six (26) years of service with the City and twenty-five (25) years participation within the pension program shall be eligible, at his/her option, for retirement. That the aforesaid early retirement option shall become effective upon ratification of this Agreement.
3. That the City will waive the early retirement penalty provision (Section 4.2b of the Income Retirement Plan) which reduces each employee's pension by one-half (1/2) of one percent (1%), for each month by which the retirement date.
4. All provisions regarding the early retirement program are subject to the provisions of the Income Retirement Plan as prepared by the City's pension program administrators.
5. The above improvements are made without increase in the employees contribution rate.

E. Service after participant's normal retirement date, in excess of three (3) years, will not be excluded from credited service.

F. In case of death of a Union member who has a minimum of ten (10) years of vested participation in the pension plan, the employee's spouse shall at his/her option, elect to collect 50% of the deceased employee's vested pension. This benefit at normal retirement age of the deceased employee.

G. A "Me Too" clause for pension improvements provided to any employees in the general employee's pension fund, shall be provided to members of this Bargaining Unit as well.

The above improvements are made without increases in the employee contribution rate.

DEFINED CONTRIBUTION PLAN

New hires and current employees not currently in the City's Defined Benefit Plan will no longer be eligible for the Defined Benefits Pension Plan currently in effect for city employees. New hires and Employees not in the

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5-23-17 BN -5-23-17
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City's Defined Benefit Plan will be eligible to participate in a Defined Contribution Plan with a ten (10) year vesting. Employees who have been employed with the City of Inkster more than one year, but have not joined the Defined Benefit Plan for whatever reason will no longer be eligible to join the Defined Benefit Plan. Employee(s) who have been employed less than one (1) year of service with the City of Inkster will be eligible to participate in a Defined Contribution Plan and the City of Inkster will pay the City portion, 3 for 1 match, based upon the number of months the employee(s) have to complete one year of service with the City.

Employees will be able to put up to 5% of their salary into the Defined Contribution Plan, with a 3 for 1 match from the City. Employees will be fully vested in the plan after 10 years. If the employee works at least three years, they would be eligible to receive 30% of the City contribution, as well as any money they put in the system; after five years, 50% of the City contribution, as well as any money they put in the system; after eight years 80% of the City contribution, as well as any money they put in the system; and after ten years, 100% of the City contribution, as well as any money they put in the system. If an employee leaves prior to two years, they will only receive their contributions.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) CHANGES

Retirees hired before July 1, 2009 and their spouses who turn 65 will be required to sign up for Medicare Part A and B. City of Inkster agrees to pay 50% of Medicare cost and 50% will be paid by the retiree.

PENSION PROGRAM Health Provisions

- A. New hires on or after July 1, 2009 and probationary employees will no longer receive a retiree health care defined benefit plan. Instead, new hires and probationary employees will receive a retiree medical savings account, funded yearly at \$2,000, 100% vested after ten years of employment. New hires after July 1, 2009 will be responsible for 100% of their retiree health care. The City of Inkster will not contribute to any retiree health care plan for this group.
- B. Employees promoting from within the City of Inkster will continue to have the retiree health care Defined Benefit Plan should they otherwise be eligible to receive it.
- C. At retirement, employees qualifying for retirement benefits will also be provided coverage to their spouse and dependents at time of retirement. Spouses or dependents of retiree who become spouses or dependents subsequent to retirement shall not be covered under the City's health care plan.

ARTICLE 39 – DENTAL INSURANCE

The parties agree that if any other unit in the City receives dental insurance benefits, then this unit shall also receive the same benefit.

ARTICLE 40 – COST OF LIVING

The parties agree that if any other unit in the City receives cost of living benefits, then this unit shall also receive the same benefit.

ARTICLE 41 – ADDITIONAL FRINGES

Improvement in or additional programs of medical and life insurance, made available to other Bargaining Units

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of this City shall be made available to AFSCME Local 290 of the City of Inkster and shall automatically be applied to this unit (except for employees hired after July 1, 2010).

ARTICLE 42 – FAMILY MEDICAL LEAVE ACT (FMLA)

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. It is further understood the FMLA does not affect an Employer's obligation to provide greater leave rights under a Collective Bargaining Agreement or employment benefit plan. The FMLA leave will be calculated on a fiscal year and shall run concurrently with any and all leaves provided under this contract.

ARTICLE 43 - CITY OF INKSTER DEPARTMENT OF TRANSPORTATION DRUG AND ALCOHOL TESTING PROGRAM AND POLICY STATEMENT

POLICY STATEMENT

It is the policy of the City of Inkster to comply with the State and Federal Commercial Driver's License Law. Inkster is committed to our workers' and citizens' safety and accordingly want to ensure that everyone works safely and provides a safe working environment for all.

Since drug and alcohol abuse is a problem that can affect everyone's safety, the Department of Transportation has issued a ruling for persons carrying a Commercial Driver's License (CDL) requiring the drug and alcohol testing described in this policy.

DEPARTMENT OF TRANSPORTATION APPLICATION

The following Department of Transportation (DOT) drug/alcohol testing program applies to Inkster applicants, employees, contractors or other personnel on the job site who perform operations and maintenance of equipment, emergency response functions, transportation and work requiring a CDL by the DOT. These individuals are considered to be performing "safety sensitive functions." Applicants for safety sensitive functions will be notified that they must pass a DOT drug screening prior to a position being offered.

GENERAL INFORMATION

All employees in positions requiring a CDL will be furnished a copy of this policy.

Employees will be tested for the following drugs:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphetamines
5. Phencyclidine (PCP)
6. Alcohol Level

Time for testing shall be deemed as work time for the purpose of compensation and benefits.

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Employees who test positive will be referred to the City Employee Assistance Program (EAP) for an evaluation by a substance abuse professional. Employees who engage in any conduct prohibited by the DOT rules on drugs and alcohol shall be advised of the resources available to evaluate and resolve problems associated with the misuse of alcohol and use of controlled substances.

C. Department of Transportation (DOT) Drug/Alcohol Testing

A. Definition

1. **Pre-Placement:** All internal and external applicants must pass a drug test before they can perform work in any of the safety sensitive positions.

No employee may perform safety sensitive work for the City unless the individual has passed a drug/alcohol screening test or is covered by an anti-drug/alcohol program that conforms to the requirements of the law.

2. **On Duty Use:** The Department of Transportation prohibits a safety sensitive employee from using drugs or alcohol while performing safety sensitive functions.

The Employer having actual knowledge that a safety sensitive employee is using drugs or alcohol while performing safety sensitive functions shall not permit the employee to perform or continue to perform safety sensitive functions.

3. **Pre-Duty Use:** The Department of Transportation prohibits a safety sensitive employee from using drugs/alcohol within four (4) hours prior to performing safety sensitive functions, or if an employee is called to duty to respond to an emergency, within the time period after the employee has been notified to report for duty.

The Employer having actual knowledge that a safety sensitive employee has used drugs or alcohol within four (4) hours prior to performing safety sensitive functions or within the time period after the employee has been notified to report to duty shall not permit that employee to perform safety sensitive functions.

B. Violations

External applicants who fail the screening test will be ineligible for employment consideration with Inkster.

Internal applicants for safety sensitive positions who fail the screening test will be subject to the appropriate corrective action.

Random Drug/Alcohol Testing Policy

C. Definition

The selection of those to be randomly tested will be done by an outside agency which has experience

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and by a scientific valid method in random sampling. The program is designed so that there is a random testing rate of 50% drug and 25% alcohol of the total covered consortium population per year. When a test is to be given, the agency will provide the Employee I.D. numbers of those to be tested to the Personnel Manager, who in turn, will identify the employees by name and notify the appropriate supervisor for scheduling. Random testing will be unannounced.

The random selection process will be administered so that an individual completing a test at any given time will be immediately eligible for a selection in another unannounced random test.

Testing will be administered on varying weeks of the month, days of the week and times of the day.

The random pool will include all employees that perform work in any of the safety sensitive positions and those employees required to have a Commercial Driver's License.

Additionally, any employee subject to DOT drug/alcohol testing who is randomly selected for a test twice during the same absence from work must be tested before he/she can be returned to a safety sensitive position. Pending the receipt of the testing results, the affected employee will remain at his/her position.

D. Violation of Random Testing Policy

1. If an employee refuses to take a random drug/alcohol test or in some way attempts to avoid a random test, the employee will be informed by his/her supervisor that failure to take the test will mean a "positive" drug test and he/she will be subject to the appropriate corrective action being taken. Union employees will be provided with Union representation. It shall be the policy of the City of Inkster that employees who violate the provisions of this policy or the implementing procedures will be subject to the appropriate corrective action, up to and including discharge.
2. Employees who are tested on a random basis and whose test reveals the use of the listed drugs and/or an alcohol level of 0.02 and above, will be immediately removed from the safety sensitive position and the appropriate corrective action will be taken.

II. DOT Post Accident Criteria

A. A qualifying accident shall be defined as:

1. Anytime there is a fatality involved.
2. Anytime there is medical care or towing and a citation is issued to the employee.

B. Violations of DOT Post Accident

In the event the employee involved in a qualifying accident as defined above tests positive for drugs or alcohol, the employee(s) will be immediately removed from the safety sensitive position and the appropriate corrective action will be taken.

III. DOT CDL Reasonable Suspicion Testing

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A. Definition

The City will require an employee to be tested when the employee's conduct has given rise to a reasonable suspicion that the employee is under the influence of drugs or alcohol. The decision to test must be based on specific observations, concerning the appearance, behavior, speech or body odors of the employee or other physical behaviors or performance indicators of probable drug or alcohol use.

The required observations for drugs or alcohol shall be made by a supervisor or City Administrator(s) trained in accordance with this part.

B. Violations

Any employee who fails to complete and sign the donor section of the drug custody form and employee section of the breath and alcohol form will be subject to the appropriate corrective action. (See attached approved forms)

If an employee tests positive for drugs or alcohol as a result of reasonable suspicion under this policy, the employee will be removed from the safety sensitive position immediately and the appropriate corrective action will be taken.

IV Prescribed Procedure for Drug and Alcohol Testing

A. Definition

The prescribed procedure for drug testing by urinalysis and alcohol testing by breath alcohol test (BAT) will be established by the City designated medical testing authority and determined by the Medical Review Officer.

B. Method of Testing

Alcohol testing will be done using evidential breath testing equipment. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration, a screening test and a confirmatory test if the screening test measures 0.02 or above. The tests shall be performed by a *trained Breath Alcohol Technician (BAT)*, who will be responsible for certifying that the test result was negative or positive.

Controlled substance tests will be done using a split sample urine collection procedure. Test samples are collected under the supervision of trained collectors and sent to a Department of Health and Human Services (DHHS) laboratory for analysis. Appropriate chain of custody is certified throughout the process. All tests will be conducted in accordance with applicable Regulations published by the Department of Transportation in a manner allowing individual privacy, unless there is a reason to believe that a particular individual has altered or substituted the specimen provided.

The results of any controlled substance test and records related to the testing procedure will be made available to the individual tested upon written request. The results of the tests are reviewed by a Medical Review Officer (MRO) who is a licensed physician who has knowledge of substance abuse disorders. If the tests are positive, the individual tested will be given the opportunity to discuss the tests results with the MRO prior to the results being reported to the City. After notification of the

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MRO's final positive determination, the driver has 72 hours to request a test of the "split specimen" at another DHHA certified laboratory.

Per the DOT requirements, it is the policy of the City of Inkster that such split specimen be tested at another DHHS certified laboratory designed by the City or the employee. Per the DOT requirements, it is the policy of the City of Inkster that the charge for testing of the "split specimen," when requested by the employee, will be solely the responsibility of the affected employee and must be paid at the time of the request.

C. Violations

Any employee who cheats, attempts to cheat or circumvents or attempts to circumvent the procedure for drug/alcohol test will be subject to the appropriate corrective action up to and including discharge.

V. DOT Return to Duty Testing

- A. In the event that an employee is subsequently rehired or returned to duty for any reason after having violated any provision of this policy or applicable Department of Transportation regulations relating to the misuse of alcohol, the employee shall undergo a return-to-duty alcohol test before the employee may perform any safety-sensitive function. The test results must be below the level of 0.02 on the B.A.T.
- B. In the event an employee is rehired or returned to duty for any reason after engaging in violation of this policy or applicable Department of Transportation regulations concerning controlled substance, the employee will be required to undergo a return-to-duty controlled substances test before performing any safety-sensitive function. The employee will be considered to have passed the test if the result indicates a verified negative result for controlled substances use.

C. Violation

The failure of an employee to pass a return-to-duty test for alcohol or controlled substances may result in the appropriate corrective action being taken.

VI. DOT Follow-up Testing

In the event an employee is subsequently rehired or returned to duty for any reason after violating the provisions of this policy, the employee will first have to show that the employee has been evaluated by a substance abuse professional as provided under Department of Transportation regulations. The employee shall be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by the evaluating substance abuse professional. Follow-up alcohol testing shall be conducted only just before, while, or just after the employee is performing safety-sensitive functions. The testing shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty.

VII. Understanding - It is the understanding of both parties in accordance with the State and Federal Commercial Driver's License Law and the Collective Bargaining Agreement in effect that:

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- A. The City shall reserve its management responsibilities in accordance with Article 4 of the contract in implementing the stated policy; and
- B. The Union shall reserve its right to file a grievance and all other rights of remedy on any matter beyond the law and/or any appropriate corrective action taken against its member(s) in the administration of this stated policy.
- C. The of Inkster will comply with all applicable laws and regulations regarding confidentiality of tests and test results.
- D. The City of Inkster and/or its agent(s) will maintain required records and documents related to the administration of this program and will provide statistical information and required documents as instructed by the Department of Transportation.
- E. For any DPS classification not requiring a CDL, the employee may opt in or out of the CDL pool on January 1st of each year. By December 1st of each year the employee must submit, in writing, to the Personnel Department their Statement of Intent.
- F. The Employer will provide the Union with an updated list of employees in the CDL pool whenever the list changes.

ARTICLE 44- NOTIFICATION

The Union shall be notified, in writing, of all hiring of new employees within five (5) working days of the date of hiring. Such notifications shall include classification, rate of pay and name. Notification to be sent to the Chief Steward as directed by the Union.

ARTICLE 45 - DURATION

This Agreement shall become effective as of the 1st day of July 1, 2016, except that any adjustment in pay and benefits shall become effective in the pay period immediately after the later of the two parties ratifies this agreement. The terms and provisions thereof shall remain in full force and effective until the 30th of June 2019. The parties may agree to reopen this agreement once on or after July 1, 2018 to bargain over economic issues.

ARTICLE 46 - EXTENSION

In the event that negotiations relative to proposed amendments or modifications of this Agreement shall extend beyond the set expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new, modified or amended contract between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 201_.

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FOR THE CITY:

Hon. Mayor Byron Nolen,
Chief Administrative Officer

James P. Allen, Sr, Labor Counsel

Dated: _____

FOR THE UNION:

Mel Brabson, AFSCME Council 25
Representative

Daryl Davis, Local 290 - Chief steward

Georgina Clark, Bargaining Committee

Dated: _____

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 31, 2017

From: Felicia Rutledge, City Clerk Date for Council Consideration: June 5, 2017

ACTION REQUESTED: Consider approving a Special Event request for a Special Event; Inkster Summerfest to be held July 8th and 9th, 2017. (Applicant is Inkster Summerfest Committee)

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval Byron Nolen

BACKGROUND INFORMATION

The request to hold a Special Event on July 8th and 9th, 2017 for applicant Inkster Summerfest Committee. The applicant has hosted this event several years in the past. The event is to be hosted on Inkster Rd. between Michigan Ave. and Colonial. Five Thousand people are expected to attend. The event will have live music, food, vendors and fireworks. The applicant will hire security thru the quote that was provided by the Inkster Police Department. For clean-up purposes, there will be dumpsters on site and clean up after the event. Portal Johns will be onsite. This event will be free to the public.

SCOPE OF SERVICES

The applicant has meet with appropriate city administration. The applicant has completed an event application and paid appropriate security deposit fee. However, the Inkster Summerfest Committee is seeking to have the application fee waived. Appropriate Insurance riders have been provided with the City of Inkster added as additionally insured.

JUSTIFICATION

N/A

PROJECT OR IMPROVEMENT TASKS

For power and electricity, the event sponsor will need to have appropriate wiring for electricity via DTE Energy. Staging will be provided by the Inkster Summerfest Committee and the Fireworks will be provided by American Fireworks (self-insured)

COSTS

Appropriate Special Event fees.

PROJECT TIME TABLE

July 8th and 9th, 2017

RESOLUTION

Authorization is hereby given to approve a Special Event for Inkster Summerfest Committee on July 8th and 9th, 2017 from 10 a.m. until 11:00 p.m. on Inkster Rd between Michigan Ave. and Colonial.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



City of Inkster, Michigan

Application Packet For Class 1 and Class 2 Events

Received: 5/4/17

NOTICE OF INTENT TO APPLY FOR AN EVENT PERMIT

The first page of this packet implies your intent to hold an event, reserve a park, or close a street in the city of Inkster. The due date for the Notice of Intent can be found on the next page under your event class. In order to reserve a date and location, please fill out this first page and mail or email it to:

City Clerk's Office
26215 Trowbridge Rd. Inkster, MI. 48141
Office: (313) 563-9770; Fax: (313) 563-7378
E-Mail: frutledge@cityofinkster.com
www.cityofinkster.com

Event Title: Inkster Summer Fest
Type of Event: Festival (Live Entertainment)
Estimated Class Level (please circle): Class 1 Class 2
Event Date (s): July 8th & 9th, 2017 Event Hours: 3:00pm until 11:00pm
Park Name and Location (if only interested in a portion of a park, please specify the portion): Sunday @ 11am
Inkster Rd between Michigan Ave & Colonial (Block off)
***Additional days for set up: Yes 7/8 @ 11:30pm ***Additional days for clean-up: Yes 7/10/17 clean up
***Please note, the rental rate allows for set up to begin after 5:00 pm the day prior and clean up to end by 10:00AM following your event. If this does not allow you enough time, please discuss with the Clerk's Office.

Please name the person(s) principally responsible for this event (applicant):

Name: Patrick Wimberly E-mail Address: _____

Phone 1: 734 260-9672 (work/home/cell) Phone 2: _____ (work/home/cell) Fax: _____

Legal name of applicant's organization: Inkster Summer Fest Committee

Form of ownership:

☐ Doing Business As

☐ Corporation

☒ Non-Profit

**City of Inkster
Event Permit**

☐ Individual

☐ Association

☐ Partnership

Applicant organization is:

☒ Resident or located in the City (proof of residency is required) ☐ Non-resident

Legal address: _____

Mailing address: 4380 Springhill (Timothy Williams)

City: Inkster State: MI Zip: 48141

Phone: 734 748-0302 Fax: _____ E-mail: _____

The permit shall not be issued until the application (pages 8-13) has been reviewed and approved by the Clerk's Office, DPW, Police Department, Fire Department, City Mayor, and City Council.

CLASSES/CATEGORIES

Alcohol is strictly prohibited in any City Street and/or any Public Property pursuant to the Inkster City Code.

	Pre-event meeting	Security Deposit Req.	City services Requirement	Notice of intent due	Applicable sections
Class 1 event: - Any street closure or park reservation that is not open to the public - Neighborhood association block parties. - Family reunion or private organization park reservation. - Less than 500 people in attendance at any one time. - No alcoholic beverages sold, served, or consumed. - Single day event.	May be Required	\$300	May require DPW services post-event.	30 days prior to event	1, 2, 5, 6, 8, 9, 10, 11, 12, 13, 14
Class 2 event: - Any event, street closure or park reservation that is open to the public - Less than 1,000 people in attendance at any one time. - No alcoholic beverages sold, served, or consumed.	Determined by City Event Organizer	\$300	May require DPW services post-event.	30 days prior to event	1, 2, 5, 6, 8, 9, 10, 11, 12, 13, 14

Please note your Security Deposit will be returned to you upon completed payment of your invoice. Fees are based on services provided.

DEADLINES

Class 1 Permit Deadlines

30 Days Prior to Event Date: • Notice of Intent • Application Fee	30 Days Prior to Event Date: • Application • Copy of insurance rider (if necessary). • Security Deposit
---	---

Class 2 Permit Deadlines

30 Days Prior to Event Date: • Notice of Intent • Application Fee	30 Days Prior to Event Date: • Application • Copy of insurance rider. • Pre-event meeting scheduled (if necessary). • Security Deposit
---	--

INSURANCE REQUIREMENTS

TIP: Check with your own insurance carriers (business, organization, auto, renters, home owners, etc.) to see if they will extend your coverage to cover the event before starting from scratch.

Please submit only the Certificate of Liability Insurance page of the policy with your application if your event class requires it.

Class 1 Insurance requirements

Insurance will be required for all Class 1 Events in the amount of \$250,000 per occurrence, naming the City of Inkster as additionally insured **if any of the following instances are planned:**

- Planned/Organized athletic event.
- Any commercial service being provided, including but not limited to:
 - Setting up of tents/canopies, such as family reunions, weddings, etc.
 - A hired act – magician, animal rides, band, etc.
 - A hired service, such as caterers, portable toilets, moonwalks, rides, etc.

Class 2 Insurance requirements

Insurance will be required for all Class 2 Events in the amount of \$250,000 per occurrence, naming the City of Inkster as additionally insured.

FEES

The City of Inkster provides a variety of public services for events. Event permit holders shall reimburse the City for 100% of the cost of services provided. The fees and rates below do not constitute a written or implied contract. The need for services and cost estimates will be determined at the pre-event meeting between the event permit applicant and City staff.

Fees paid via cash, check, credit card or money order payable to "City of Inkster" should be submitted with the application. If you wish to pay your application fee via credit card, please complete the Credit Card Authorization Form. **Only MasterCard and Visa can be accepted for payment and a 3% fee is associated with using a credit card.** If the actual costs differ from the amount paid, the City of Inkster or the permit holder must refund or pay the difference within 30 days after the event. Penalties and interest will be charged for late payments. The penalty for late payments is 3.0% of the outstanding balance. The interest charge for late payments is 0.5% of the outstanding balance each month until paid in full.

These rates are subject to change without notice on July 1.

Park key fee

To ensure that you have access to the park during the hours on the approved application, you can pick up a key for your event at the DPW office anytime Monday through Thursday between 9a – 4p for a \$20 key deposit. The deposit is 100% refundable after the key is returned.

Application Fee (non-refundable)

- Payable to "City of Inkster"

	<u>Application Fee</u>	
Class 1 Resident	\$75	
Class 1 Non-Resident	\$150	
Class 2 Resident	\$100	
Class 2 Non-Resident	\$200	

Security Deposit (refundable minus any costs incurred)

- Class 1 Event: \$300
- Class 2 Event: \$300
- Paid via check or money order or credit card payable to "City of Inkster"

Inkster Police Department Service Fees/Auxiliary

Labor Rates: These rates change annually on July 1 and are subject to change at any time

- Uniformed police officer: \$45/hour
- Uniformed sergeant: \$67/hour
- Uniformed lieutenant: \$69/hour
- Volunteer Service Corps: The Police Department's Volunteer Service Corps (VSC) is designed to supplement or substitute uniformed police personnel when appropriate. However, the Police Department has the sole authority to determine the level of use and deployment, if any, of the VSC for an event. In other words, some events may have VSC service and others events may not – the decision lies solely with the Police Department and its evaluation of event service needs. Although VSC members are volunteers, event permit holders are charged for a Sergeant's time to organize and schedule VSC members (1 hour for every 4 VSC members).
 - 1-4 VSC members \$67/Per Day
 - 5-8 VSC members \$134/Per Day
 - 9-12 VSC members \$201/Per Day

Equipment Rates:

- Mobile command post \$11.44/hour
- Police cruiser \$8.09/hour

Department of Public Works Service Fees

Labor Rates:

- Park worker (Straight Time): \$18.48/hour
- Park worker (Overtime): \$27.72/hour
- Crew Chief (straight time) \$20.76/hour
- Crew Chief (overtime) \$31.14/hour

Fire Department Rates

- Firefighter (Straight Time):\$ 38.00 /hour
(Rescue Vehicle)

Equipment Rates

- Trailer \$75.00/hour
- Pick Up Truck \$420.00/hour
- Stake Truck \$75.00/hour
- Weed Whip 4.16/hour
- Mower 26.43/hour
- Sweeper \$150.00/hour
- Loader \$150.00/hour

INVOICE EXAMPLES FROM PREVIOUS YEARS

Department of Public Works (DPW)

This is a common invoice for trash removal. Four of Republics trash boxes (55 gallons each) are equal to one cubic yard of trash. So the example below shows disposal of 18 boxes of trash.

Qty	Description	Unit Price	Total
2.5 hrs.	DPW Crew Chief Employee	\$20.76	\$51.90
2.5 hrs.	DPW Employee	\$18.48	\$46.20
.5 hrs.	Pick-up Truck	\$ 20.00	\$ 10.00
.5 hrs.	Loader	\$150.00	\$75.00
1 hrs.	Stake Truck	\$75.00	\$75.00
.5 hrs.	Trailer	\$50.00	\$25.00
4.5 cubic yards	Trash removal	\$20 per cubic yard (1 Republic Management box = 55 gallon trash bag = 1/4 a cubic yard. i.e. 4 55 gallon trash bags = \$20	\$85.00

Received: 5/4/17

EVENT PERMIT

Please note Event Organizer (s) is responsible for notifying vendors and attendees: Of the No Alcohol Policy/Ordinance.

Event Title: Inkster Summer Fest

Location: Michigan Ave. & Colonial (Block off)

Estimated Class Level (please circle): Class 1 Class 2

Event Date/time (s): Saturday
Date: July 8th & 9th Start: 3pm-11pm AM/PM End: Sunday 11:00am-11pm AM/PM

Please name the person (s) principally responsible for this event (applicant):

Name: Patrick Wimberly E-mail Address: _____

Mailing address: 4330 Springhill (Timothy Williams)

City: Inkster State: MI Zip: 48141

Day Phone: _____ Evening Phone: _____

Cell Phone: _____ Fax: _____

Names and addresses of all officers and directors (attach separate sheet if necessary):

President: Ruth E. Williams Secretary: Barbara Cooper

Vice President: Patrick Wimberly Treasurer: Timothy Williams

+++++

Were there any changes to event date/location/time/structure/etc. since the Notice of Intent was submitted?
If yes, please describe and explain:

**City of Inkster
Event Permit**

Section
requirement
by class

1, 2

Please read and check the boxes stating that you are aware of the following.

1a. Ordinance inclusion on Promotional Materials

Please check the box to indicate you have read and understood this section.

The City of Inkster **highly encourages** adding the following information on all promotional materials, fliers, websites, etc. because people violating this ordinance will be asked to leave the premises:

☐ "The City's event ordinance prohibits the allowance of Alcoholic Beverages on premises.

1b. Ordinance inclusion on Signage:

☐ The City does not allow posting of flyers on any poles (utility or otherwise) within the City limits, nor does it allow posting of signs in any public right of way (space between street and sidewalk) without express permission (please attach copies of written authorization).

Please note that the event organizer is responsible for informing vendors and other participants of these ordinances.

1, 2

2. Attendance:

Please estimate the number of people you expect to attend the event: 2,500

1, 2
DPW

3. Utilities:

Does this event require any utilities? (Electricity in the parks may need to be requested in order to be turned on; not all parks are equipped with electricity).

☐ Yes (see below) ☐ No

☐ Electricity ☐ Water ☐ Other _____

Are the necessary utilities available at the location?

☐ Yes ☐ No (see below)

If not, how do you propose supplying the required utilities?

① Water Coming from the library
② Electrical staging (Generator)

**City of Inkster
Event Permit**

Section
requirement
by class

1, 2
DPW

(See Map)

North of River Park Dr.
Michigan Ave between
Glenwood Colonial, West River Park Dr. Inkster Rd.

4. Street closures: ☒ Yes (see below) ☐ No

Michigan Ave., is considered a State Trunkline. MDOT must be notified of any closings of these streets. If you are listing a state trunkline, please put a Y in the trunkline column.

Please list all streets that will be closed, including their intersecting streets on either end.

EXAMPLE:

Street to close	From	To	Date	Time	Trunkline?
Penn	9/1/13	9/5/13	8/30/13	Noon-3p	N

Street to close	From	To	Date	Time	Trunkline?

(Please be sure to include enough time for event set up and clean up. Please attach additional sheets as necessary).

Will you require the use of City owned barricades to close the street(s)? Yes ☒ No ☐
If no, by what means will you close the street? _____

If yes, please provide the name and address of the person who will take responsibility for the barricades during the course of the event. (Barricades can be picked up at the Inkster Police Department the day before your event. Barricades should be returned to the Inkster Police Department upon completion of your event or a fee will be incurred.

If it's the same as the applicant, please write SAME in the name field.

Name: Patrick Winklerly Address: _____ Phone: 734 260-9672

Describe the means by which you intend to inform residents of the street closing.
Per the street closure process and notice on door.

Will you permit local residential traffic street access during the event? Yes ☒ No ☐
If no, how do you intend to accommodate residents? _____

****Must have an entrance and exit for Emergency Vehicles.**

**City of Inkster
Event Permit**

Section
requirement
by class

1, 2

5. Food Permit:

Will any food be prepared, distributed, or sold at event?

☒ Yes (see below) ☐ No

*Need to get Vendor's
License
thru Clerk's office*

If food will be prepared on site, distributed or sold each vendor must apply for and receive a permit from the City Clerk's Office/Wayne County. ****

Please note that the Wayne County Health Department must be contacted and advised of event date (s), times, and event organizer contact information in case they have any questions.

1, 2

6. Restrooms:

***Wheatley Park has Restrooms.**

Does your event require restroom facilities?

☐ Yes (see below) ☐ No

How many portable restrooms are you supplying? 20 porta Johns

1, 2
IPD

7. Noise Permit:

Does your event require a noise permit: ☐ Yes (see below) ☒ No

Type of sound at this event:

☒ P.A. system ☒ live band ☒ speakers stereo equipment ☐ other: _____

Event coordinators are responsible for monitoring noise levels and ensuring compliance with the stated noise policy for park events.

1. Permissible Noise Levels – Maximum decibel levels shall not exceed 80 dB (A) from the hours of 10 am thru 10 pm. Maximum decibel levels shall not exceed 75 dB (A) from the hours of 10 pm thru 10 am. These measurements shall be taken from the ROW along the perimeters of the parks. Parties in violation will be given (1) warning to correct violations. If a second violation occurs, then the event will be shut down. Event holders are responsible for any cost incurred to the IPD in this respect.
2. No obscene language or racial epithets shall be allowed during stage productions.
3. The IPD reserve the right to cancel any production for any violation of item (1) or (2). No refunds shall be given and additional costs may be deducted from the security deposit.

Please state the days and times that music or P.A. system will be used:

Date:	Time from:	Time to:
<u>July 8th & 9th</u>	<u>3-11pm</u>	<u>11pm</u>

Please attach a scaled layout/set up for the event

Section

**City of Inkster
Event Permit**

requirement
by class

1, 2
DPW

8. Temporary Apparatus:
Will your event include any of the following?

☐ Yes (see below) ☐ No

If yes, check all that apply and include placement of each on event site plan:
(Note that the city can only supply bleachers and picnic tables)

☒ Tent (s)
devices***

☒ Portable toilet (s)***

☒ Inflatable

☒ Portable lights

☐ Other _____

☐ Bleacher (s) Number requested from the City _____

☐ Picnic Table (s) Number requested from the City _____

? yes 25

***Please see page 4 for insurance requirements if these are utilized.

1, 2
DPW

9. Trash:

How many trash receptacles (with liners) do you intend to
provide _____

50 (See Jerome Dps)

How do you intend to dispose of the trash following your event? _____

See Jerome

Republic sells event trash boxes (55 gallons each, 1 box is equal to ¼ cubic yard). You
can contact them at 877-264-5544

1, 2
DPW

10. Site Restoration:

**Site restoration and equipment removal are required by 10:00 am the morning
following your event.**

What date do you agree to restore the location to the condition in which you found it?

yes

**City of Inkster
Event Permit**

Event Title: Inkster Summer Fest
Event Date(s): July 8th & 9th, 2017 Event Hours: 3pm - 11pm / 11am - 11pm

ATTESTATION

As applicable to event, applicant understands and agrees to comply with City ordinances and rules governing events and agrees to make final payment within thirty (30) days after the scheduled event invoice is received for any additional services required. Failure to comply within thirty (30) days shall place the applicant in default status. Further, it is understood that in the event a permit holder is placed in default status, the permit holder will be denied any other event permit (s) for a period of at least eighteen (18) months from the date of final payment and/or default resolution.

I hereby agree to comply with all Federal and State Statutes and with all City of Inkster Ordinances, including the curfew and noise ordinances. I understand and agree that in the event any nuisance or disturbances are caused by the individuals attending the event, the use of the location may be terminated without prior notice by the Police Chief or the City Mayor or their designee. I authorize the Fire Chief to determine the maximum number of persons who may attend this event based on available space. Further, I understand and agree to abide by any additional City requirements that may be deemed necessary to safely operate the proposed event.

This application represents my intent for the proposed event to the best of my knowledge. I am authorized to sign on behalf of the organization:

Timothy Williams Timothy Williams 5-4-17
Applicant Name (printed) Signature Date

City of Inkster Approvals

<u>Department Approval</u>	<u>Name (printed)</u>	<u>Approved?</u>	<u>Date</u>
City Council	Resolution Number		
Public Works	Jerome Bivins		
Inkster Fire Dept.	Chief Hubbard		
Inkster Police	Chief Riley		
City Mayor	Byron Nolen		
City Clerk	Felicia Rutledge		

A permit shall not be issued until all information has been submitted, application and security deposit fees paid and approved by all departments.

Memo

To: Summer Fest Committee 2017
From: Bud Avery, DPS Crew Chief
Date: May 25, 2017
Re: DPS Worker Hours & Suggested Items

The following memo is a lay out of DPS Workers hours and rates, as well as suggested prices for other items.

DPS Workers Pay Rate per Hour

Bud Avery- \$28.65/per hr.

Daryl Davis- \$25.00/per hr.

Don Hooker- \$22.16/per hr.

Antonio Butler- \$22.16/per hr.

Tim Stubbs- \$22.16/per hr.

Samuel Stewart- \$18.07/per hr.

Daryl A.L Davis- \$18.07/per hr.

Rayfield Favor- \$18.07/per hr.

(Note: this does not include that Saturday and Sunday are double time hours)

Work Hours for Weekend for all Listed above Employees

- Friday, 10:00 AM- 2:00 PM
- Saturday, 11:00 AM- 7:00 PM
- Sunday, 1:00 PM- 6:00 Pm, to return at 12:00 AM- 7:00 AM

Suggested Items

- Tower Lights- \$600.00
- Pest Control- \$625.00

No. 58580

City of Inkster

26215 Trowbridge
Inkster, MI 48141

Miscellaneous Cash Receipts

Received
From

Township of Inkster

DATE 7-2-78

AMOUNT \$ 3.00

EXPLANATION: 2000-1-1-78-3.00

ACCOUNT CLASSIFICATION

FUND _____

A/C NO.	AMOUNT
<u>2000-1-1-78-3.00</u>	
TOTAL \$	

DO NOT WRITE IN THIS BOX

BY [Signature]

"Equal Opportunity Employer"



QUOTE

P129

AMERICAN



FIREWORKSSM

Since 1902

Our Proposed Special Entertainment Proposals
City of Inkster



Program Cost - \$7,500

Show Date - July 15th, 2017
Rain Date - July 16th, 2017

Show Location: Lower Rouge Pkwy Drive, Inkster, Michigan

Show Time: 10:00PM

This Fireworks Display Proposal Includes:

1. **Michigan** Licensed Pyrotechnicians and Technician Assistants necessary to set up, fire, take down, and conduct a safety inspection.
2. Delivery of all product and materials to the display site by qualified drivers as required by the U.S. Department of Transportation.
3. Professional, **electronic choreography** of the entire display.
4. All mortar racks necessary to pre-load all shells in the display. All racks are built to NFPA code specifications.
5. Public Liability and property damage insurance of **\$10,000,000** combined single limit. Our insurance company has an A++ rating.
6. Automobile liability insurance of **\$10,000,000** as required by the U.S. Department of Transportation.
7. **Michigan** Workers Compensation coverage for all pyrotechnicians and technician assistants.
8. **Michigan** Explosives License as required by the U.S. Department of Alcohol, Tobacco, and Firearms.
9. **Michigan** Fireworks Storage license as required by the State Fire Marshall.

SHOW PRODUCTION AND DESIGN

American Fireworks will provide professional, computerized scripting of the entire fireworks display. We will utilize coordinated segments, matching like colors and effects, to create a variety of spectacular scenes for the crowd.

Show Segments and Highlights

The choreography of the aerial display will utilize several segments, including:

Patriotic— Five different segments utilizing red, white, and blue shells with various effects. These segments will be distributed throughout the show as detailed in the program and will be approximately 20 seconds in duration each.

The Fast and Furious— Will include several segments that will build in intensity throughout the show, culminating in a spectacular Finale (Pre-Finale and Grand Finale) that will be over 4 minutes in duration! An abundance of thundering, fast-breaking shells will be utilized in these segments (Crossettes, titanium salutes, tourbillions, peonies, and fish).

Soft and Slow— During these segments we will utilize soft-breaking, long duration shells such as arcing comets, brilliant glitters, willows, kamuros, and brocades.

Silver and Gold—No fireworks production would be complete without a glittering array of silver and gold effects. We will utilize coconut shells, flitter shells, and gold brocades to present curtains of brilliant golds and silvers to the crowd.

American Specialties—These segments will utilize specialty shells that will provide the crowd with many opportunities for “ooohs” and “aaahs.” Color changing chrysanthemums, multiple-ring shells, pattern shells, and whistles are among the favorites that will be accentuated here.

DISPLAY SHELL DETAIL

In order to simplify the information about the shells in our proposal, we have provided shell counts in three different categories of shells that we offer: **Premium Star Shells, Fancy Color Changing Star Shells, and Special Effect/Pattern Star Shells.** Below we have listed a sample of specific shells that you could expect to find in each category of shells that we have included in your proposal. This is only a sample of the extensive selection of high quality import and domestic shells which we feature in our inventory.

Premium Star Shells

Purple Peony, White Peony, Gold Peony, Red & Blue Peony, Half Green/Half Yellow Peony, Silver Chrysanthemum, Blue Chrysanthemum, Variegated Chrysanthemum, Purple and Spangle, Green Flashing, Gold Flash w/Blue Pistil, Glittering Chrysanthemum, Red Diadem, Silver Wave, Red and Silver Glittering, White Flashing Flower, Green Dahlia, Gold Palm Tree, Silver Surf, Red Tiger Tail, Glittering Comet, Diadem Chrysanthemum w/Palm Core, Red/White & Blue Waves, Crackling Dahlia, Aqua Chrysanthemum w/Glitter Tail.

Fancy Color Changing Star Shells

White Twinkling Kamuro, Purple to Crackling Flower w/Green Pistil, Rainbow Dahlia, Golden Wave to Variegated Chrysanthemum, Red/White & Blue Glitter, Red Gamboge to Blue to Silver Chrysanthemum, Purple to Green Chrysanthemum, Red to White Peony w/Crackling Pistil, Purple to White Flashing Chrysanthemum, Glittering Blue to Crackling, Green Diadem to Purple w/Silver Pistil, Golden Rippling Peony, Purple Sun w/Glitter Palm Core, Three Color Kamuro, White Twinkling Kamuro, Golden Wave to Green to Crackling.

Special Effect/Pattern Star Shells

Glittering Coconut, Crackling Spider w/tail, Silver Strobe to Crackling Flower, Brilliant Brocade Waterfall, Green Dahlia w/Salute, Bowtie Ring, Bee and Flower w/Strobe Tail, Brocade Kamuro, Silver Tourbillon, Crackling Willow, Red Crossette, Whistling & Crackling Fish, Dragon Eggs w/Ring, Glittering Crackling Coconut w/Rising Tail, White Flitter Crossette, Silver Ring w/Artillery Pistil, Fish and Whistle, Silver Brocade Dragon, Gold Strobe

OPENING BARRAGE

Our program will begin with a “mini grand finale” that will fill the sky with Red, White, and Blue colors and effects. This impressive salvo will set the mood for your spectacular, patriotic display.

36	3” Red, White, & Blue Premium Star Shells
6	4” Red, White, & Blue Premium Star Shells
12	3” Titanium Salutes with Tail

BODY OF SHOW

The body of the program will consist of 2.5” to 4” aerial shells and rapid-fire cakes. The aerial shells will be fired in volleys of 2, 3, and sometimes more. We will fire the body of the show at a smooth, consistent pace with no dead spaces between firings. Rapid-fire cakes will be intermixed with the aerial shells to provide high-energy, intense segments to the show. During the firing of the cakes, we will launch aerial shells of similar colors and effects over top of the cakes to give a layering effect of pyrotechnics.

Special Effect Cake Barrages	
144	2.5” Multi Shot Barrage (4 Cakes – 36 Shots Each)
75	3” Multi Shot Barrage (4 Cakes – 25 Shots Each)

3" Aerial Display Shells	
192	Assorted Color Premium Star Shells
	Assorted Fancy Color Changing Shells
	Assorted Special Effect/Pattern Shells
	Special Effect: Flights of 2
	Special Effect: Flights of 3

4" Aerial Display Shells	
144	Assorted Color Premium Star Shells
	Assorted Fancy Color Changing Shells
	Assorted Special Effect/Pattern Shells
	Special Effect: Flights of 2
	Special Effect: Flights of 3

GRAND FINALE

The crowd begins to applaud as they think the show has concluded. Suddenly, we unleash most memorable part of your spectacular display—our Grand Finale. This enormous, thundering, and awesome barrage will overwhelm the crowd with an amazing array of colors and shattering titanium salutes. The finale will begin with a low rumble, as titanium salutes explode every forth shell. Gradually the intensity will increase as we approach the ear shattering conclusion titanium salutes ringing out in a thunderous explosion that can only be described with one word—AWESOME!

216	3" Red, White, & Blue Premium Star Shells
24	4" Red, White, & Blue Premium Star Shells
72	3" Titanium Salutes with Tail

SHOW SHELL SUMMARY

	2.5"	3"	4"
Opening Finale	----	48	6
Body of Show	144	267	144
Grand Finale	----	288	24
Totals	144	603	174

Thank you for taking the time to read through our proposal. We at American Fireworks look forward to bringing the night skies of Inkster, Michigan to life. If you have any questions regarding American Fireworks or our proposal please feel free to call anytime. If given the opportunity, it is my promise and American Fireworks guarantee that this display will be one of a kind and never before seen in Wayne County!!!

Thanks Again,

Roberto Sorgi
Owner / Sales Manager

Nick Giachetti
Sales/ Michigan Operation Manger

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: May 31, 2017

From: M. Jeannie Fields *m/jf*
Director of Special Projects

Date for Council Consideration: June 5, 2017

ACTION REQUESTED: Consider approval to continue in the Wayne Urban County Program for the Community Development Block Grant Program (CDBG) and the HOME Partnerships Investment Program for three (3) years through Program Year 2020.

Current Action X Emergency Future

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

Mayor's Approval *151 Byron Nolen*

BACKGROUND INFORMATION

The Federal Housing and Community Development Act of 1974 (the Act), as amended, provides to certain "urban communities" funds for community development purposes. The County has been designated as an "urban county" and is authorized to make funds available to certain communities within its boundaries who enter into cooperative agreements. In 2000 and 2015, the City entered into cooperative agreements with the County to obtain Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds.

In 2015, the City signed an Amended and Restated Urban County Cooperative Agreement that automatically renews in successive three (3) year qualification periods unless the County or the City provides a written notice that it elects not to participate in a new qualification period. At that time, the County would notify the City in writing of its rights to automatically renew the Agreement by the date specified in HUD's Urban County Qualification Notice.

Per the attached letter, the city's participation on the Urban County Program will automatically renew unless we notify them in writing prior to June 12, 2017. We would like to actively continue in the Wayne Urban County Program via resolution.

SCOPE OF SERVICES

Continue in the Wayne Urban County Program for the Community Development Block Grant Program (CDBG) and the HOME Partnerships Investment Program for three (3) years through Program Year 2020.

JUSTIFICATION

Continuation in the program will provide the City a HUD funding source (via CDBG and HOME grant funds) for community development activities.

PROJECT OR IMPROVEMENT TASKS

Improve and promote the image of Inkster.

COSTS

None.

PROJECT TIME TABLE

Program Year 2017 – 2020.

RESOLUTION

Authorization is hereby given to continue in the Wayne Urban County Program for the Community Development Block Grant Program (CDBG) and the HOME Partnerships Investment Program for three (3) years through Program Year 2020.

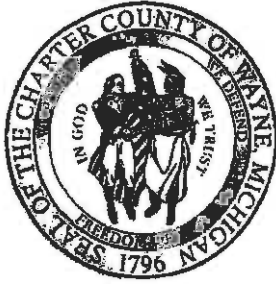
Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Warren C. Evans
Wayne County Executive

April 24, 2014

The Honorable Byron Nolen, Mayor
Inkster
26215 Trowbridge
Inkster, Michigan 48141

Dear Chief Elected Official:

Every three years the U.S. Department of Housing and Urban Development (HUD) requires the Urban County of Wayne to re-qualify for purposes of receiving Community Development Block Grant Program (CDBG), HOME Partnerships Investment Program and Emergency Solution Program from the federal government. If your community chooses to continue to participate in the Urban County program, you are committed for a period of three years through Program Year 2020 and you will not be able to withdraw during that period.

Urban County Participating Communities cannot apply for funding through the Small Cities or State CDBG programs that are also funded by HUD. If your community were to choose to continue to be a Participating Community with the Wayne Urban County Program you could receive HOME funds through the County and apply for HOME funds through the State HOME Program.

Your participation in the Urban County Program will automatically be renewed unless you notify the County, in writing, by June 12, 2017 that you choose not to participate as a part of Wayne County's Urban County CDBG Program.

I would be happy to discuss any questions you may have regarding any of this information.

Sincerely,

Terry Carroll
Program Administrator

Cc: Director of Community Development

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 22, 2017

From: Jerome Bivins, DPS Director

Date for Council's Consideration: June 5, 2017

ACTION REQUESTED: Consider Council adopting a Resolution from the Wayne County Commissioners Office for a Four Way Left Turn Signal at Inkster Road and Cherry Hill.

Current Action ☒X_____ Emergency _____ Future _____

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

Mayor's Approval _____

BACKGROUND:

In the past several years this intersection has become very dangerous to citizens who have come across it. There have been several accidents and dangerous encounters that have raised concerns from the citizens of Inkster.

SCOPE OF SERVICES:

To increase the Safety of the Citizens.

JUSTIFICATION:

N/A

PROJECT IMPROVEMENTS:

Enhance the Safety of the Citizens.

COSTS:

N/A

PROJECTED TIME TABLE:

N/A

RESOLUTION:

To adopt a Resolution and forward to the Wayne County Commissioners Office for a Four Way Left Turn Signal at Inkster Road and Cherry Hill.

Resolved by _____

Seconded by _____

Yes:

No:

Absent: