

INKSTER CITY COUNCIL

April 16, 2018

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

Public Participation (limit to 3 minutes)

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

4. Adjournment

April 16, 2018
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 Citizens Who Care – Ruth E. Williams

4. Public Hearing

5. Consent Agenda

- A. April 2, 2018 Regular City Council Meeting Minutes.

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6. Boards and Commissions

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

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7. Previous Business

- A. Consider authorizing the Department of Public Services to approve a contract in the amount of \$348,007.88 for A.D.J Excavating, Inc., for reconstruction of Arcola St. between Somerset and Cherry Hill in the City of Inkster. Additionally, requesting authorization to approve an amended contract for Alfred Benesch & Co to provide construction engineering, full-time construction inspection and material testing for this proposed project on a time and material basis not to exceed amount of \$100,000.00.

(Remove from the Table)

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8. Ordinance(s)

- A. First Reading(s)

- B. Second Reading(s)

9. New Business

A. Discussion/Action: (Craig Lewis) Consideration and approval to accept the Inter-Governmental Award Grant from Wayne County in the amount of 12K to refurbish the second floor restrooms at the Booker Dozier Recreation Complex. **Pg. 34**

B. Discussion/Action: (Denise Champagne) Consideration and approval of request from Nankin Transit Commission to approve Canton Township returning back into Nankin Transit. **Pg. 56**

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

April 2, 2018
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, April 2, 2018.

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

A. Agenda Discussion

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to go into Executive Session 6:45 p.m. to discuss pending litigation, personnel and land sales in accordance with MCL 15.286 (e). Motion carried unanimously

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to adjourn the closed Executive Session at 7:03 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:15 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 Williams.

Roll Call

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

Approval of Agenda

Moved by Councilmember Howard, Seconded by Mayor Pro-Tem Williams
to approve the agenda with added item "B" under Presentations and added
item "E" under New Business
4-18-66R - Motion carried.

Presentations/Discussion

- A. Amnesty Program – 22nd District Court Judge, Sabrina Johnson
- B. Beautification Committee – Toni Bailey

Public Hearings

Inkster City Council Meeting
 April 2, 2018

Consent Agenda

- A. April 2, 2018 Regular City Council Meeting Minutes.
- B. Allen Brother's & Attorney's PLLC Invoice \$26,578.50

**Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams to approve the consent agenda.
Resolution 4-18-67R – Motion carried.**

Boards and Commission

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

Previous Business

Ordinance(s)

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

New Business

- A. Discussion/Action (Sharde Fleming) Consideration of an offer to purchase (Case #17-29.5) one (1) residential vacant parcel located on the west side of Allen Ave. between Andover St. and Pine St. and is legally described as *36B121 LOT 121 ALSO E 1/2 ADJ VAC ALLEY BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property ID # 444 014 02 0121 000) in the total amount of \$250.00

**Moved by Councilmember Howard, Seconded by Mayor Pro-Tem Williams to approved an offer to purchase (Case #17-29.5) one (1) residential vacant parcel located on the west side of Allen Ave. between Andover St. and Pine St. and is legally described as *36B121 LOT 121 ALSO E 1/2 ADJ VAC ALLEY BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property ID # 444 014 02 0121 000) in the total amount of \$250.00
Resolution 4-18-68R – Motion carried.
ABSTAIN (Watley)**

- B. Discussion/Action (Dawn Wall) Consideration and approval to register to apply for grant funds to be awarded by the ASPCA to assist with expenses related to Animal Control Activities including but not limited to, building repair/preparation, training, supplies such as leads, cages, etc., vehicle related expenses.

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve to register to apply for grant funds to be awarded by the ASPCA to assist with expenses related to Animal Control Activities including , but not limited to, building repair/preparation, training, supplies such as leads, cages, etc., vehicle related expenses.
Resolution 4-18-69R – Motion carried.**

- C. Discussion/Action (Felicia Rutledge) Consideration and approval of a street closure for street closures of Carlisle between Irene/Isabelle and Springhill streets on June 16, 2018 for a Community Extravaganza from 12:00 p.m. until 4:00 p.m. (Inkster Spring Hill Missionary Baptist Church)

Moved by Councilmember Chisholm, Seconded by Mayor Pro-Tem Williams to approve of a street closure for street closures of Carlisle between Irene/Isabelle and Springhill streets on June 16, 2018 for a Community Extravaganza from 12:00 p.m. until 4:00 p.m. (Inkster Spring Hill Missionary Baptist Church)

Resolution 4-18-70R – Motion carried.

- D. Discussion/Action (Jerome Bivins) Consider authorizing the Department of Public Services to approve a contract in the amount of \$348,007.88 for A.D.J Excavating, Inc., for reconstruction of Arcola St. between Somerset and Cherry Hill in the City of Inkster. Additionally, requesting authorization to approve an amended contract for Alfred Benesch & Co to provide construction engineering, full-time construction inspection and material testing for this proposed project on a time and material basis not to exceed amount of \$100,000.00.

Moved by Councilmember Howard, Seconded by Councilmember Oden to TABLE until the next city council meeting authorizing the Department of Public Services to approve a contract in the amount of \$348,007.88 for A.D.J Excavating, Inc., for reconstruction of Arcola St. between Somerset and Cherry Hill in the City of Inkster. Additionally, requesting authorization to approve an amended contract for Alfred Benesch & Co to provide construction engineering, full-time construction inspection and material testing for this proposed project on a time and material basis not to exceed amount of \$100,000.00.

Resolution 4-18-71R – Motion carried.

- E. Discussion/Action (City Council) Consideration to accept the SAFER Grant in the amount of \$701,150.00 for a three year Fire Fighter grant cycle.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to accept the SAFER Grant in the amount of \$701,150.00 for a three year Fire Fighter grant cycle.

Resolution 4-18-72R – Motion carried.

Public Participation

- **Mary McClendon** – Stated that the Wayne County jail be built is under way and Commissioner Glen Anderson will keep the city posted. She further announced the Coffee Hours for the city of Inkster are the 2nd Monday of each month.
- **State Representative Jewell Jones** – Announced an ice cream social to take place at Maple Center on April 9, 2018. He further announced his Birthday party and campaign Kick-Off to take place on April 11, 2018.
- **22nd District Court Judge, Sabrina Johnson** – Announced the Amnesty Program for the month of April with the 22nd District Court. She stated if you have a bench warrant you can come to the court and take care of it no questions asked. She further stated they would have extended hours on Tuesdays.
- **Toni Bailey** – Announced the Spring Clean on April 28th at 9:00 a.m. at the Booker Dozier Recreation Complex. She further stated she is asking for youth to come out and participate.

- **Dan Laney** – Stated that officers came to his home at 3575 Harrison and towed his vehicle. He further stated that the officers were rude when speaking to him.
- **Opal Nolen** – Announced the scholarship banquet for Inkster students on April 11, 2018 to be held at the Wayne Tree Manor.
- **Officer Lebo** – Thanked everyone that participated in the Easter Egg Hunt on Saturday March 30, 2018. She announced Coffee with a Cop.
- **Tav Pauling** – Stated he had a great experience participating in the Inkster Citizens Police Academy. He further stated it would be a great idea to also have a youth academy.
- **Gabe Henderson** – Thanked the Parks and Recreation department for helping with the redevelopment of Parkside Park. He also thanked everyone for praying for his wife.
- **Barbara Cooper** – Announced the Goodfellows spaghetti and fish fry on April 20, 2018.
- **Willie Johnson** – Stated he needs help on Durand Ct. He said the roads are terrible. He further stated the city needs more police officers.

City Clerk

- No Comments.

City Treasurer

- No Comments.

Mayor and Council

- **Councilwoman Watley** – Stated the Chat with the Minister Alliance went well. She further reminded residents of the Memorial Day Parade. She lastly asked participant and sponsors to be sure to get their packets in.
- **Councilman Oden** – Stated that the apartments on Middlebelt known as Parkside, have furniture and trash out in front of them. He stated it makes the city look bad. He further said that children are back to putting basketball courts out in the middle of the street.
- **Councilman Chisholm** – Stated that tax season is coming to an end and so are the fish dinners being sold at St. Clemmons Church. He lastly announced a play titled; Dream Deferred about human trafficking. He said the play takes place on April 28th and after the play there will be a panel discussion.
- **Mayor Pro-Tem Williams** – Stated that citizens are wondering if the emergency alarm system for the city is working properly. He said citizens stated they can't hear the alarm. He further asked about a no parking on one side of the street for Hopkins. He said there is a huge pothole on Harrison that needs to be filled. He lastly invited everyone to shop Inkster.
- **Mayor Nolen** – Stated that the conversation with the churches was a great gathering and the conversations went well. He stated it was a busy week with the Citizens Academy, Easter Egg Hunt, and the announcement of the joint venture between Wayne County and the city for a sidewalk by Twin Towers. He said County Commissioner Warren Evans came out and made the announcement at Twin Towers and he thanked him for working with the city. He lastly shouted, Go Blue in hopes of the University of Michigan winning the Men's Basketball Championship.

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 April 2, 2018 was adjourned at 8:00 p.m.



Felicia Rutledge, City Clerk
City of Inkster

CITY OF INKSTER

Boards & Commissions

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

AGING COMMISSION

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

2 Year Term

9 Members

Ordinances: 414,457 & 508

Denise Champagne, Project Dir.

Tenure

- (Ex-Officio Member)

Rochelle Wells

Exp. 02/16/17

Doris Horne

Exp. 02/16/17

Henry Wade

Exp. 02/01/18

Toni Bailey

Exp. 07/07/19

Dorothy Gardner

Exp. 01/17/20

Chuck Coleman

Exp. 02/01/18

Gabe Henderson

Exp. 02/01/18

Jean Liddell

Exp. 05/15/19

Iris Long

Exp. 01/17/20

June Patter son

Exp. 01/17/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non Voting

William Miller

Exp. 03/05/2019

Gina Triplett (Alternate)

Exp. 03/05/2019

Lenoria Warmack

Exp. 03/06/2019

Vacant

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey

Exp. 05/16/18

Kathleen Gibbs

Exp. 02/06/19

Gabe Henderson

Exp. 05/16/18

Avis Love

Exp. 11/6/19

George Williams

Exp. 11/6/19

Vacant

Vacant

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Vacant

BUILDING AUTHORITY COMMISSION - Inactive

April 16, 2018

[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

Exp. 01/17/20

Leon Houston Dist. 2

Exp. 06/19/22

Charmaine Kennedy Dist. 3

Exp. 01/17/20

Octavia Smith Dist. 4

Exp. 07/03/20

Thelma Jean Overman Dist. 5

Exp. 02/06/20

Dist. 6

Exp. 01/04/19

Sandra Watley **Mayoral**

Exp. 01/03/20

Steven Chisholm At-Large

Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term 3 Members Ordinances 237 & 559

Clarence Oden

Exp. 6/18/15

Vacant - (Employee Representative)

~~James White~~

Exp. 12/04/11

- (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Jim Wright (Building Contractor)

Exp. 9/18 (1 Year Term)

Deborah Owens (General Member)

Exp. 9/19 (2 Year Term)

Guy Borrusch (General Member)

Exp. 9/19 (2 Year Term)

Dorsey Williams (Contractor)

Exp. 9/20 (3 Year Term)

James Garrett (Engineer)

Exp. 9/20 (3 Year Term)

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
Angela Dodson		Exp. 02/19/22
Cynthia Adams (Secretary)		Exp. 01/14/18
Brittni 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. 07/17/21
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
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)		

ELECTION COMMISSION

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

4 Year Term

Council Member (most votes)

City Attorney

Tenure

City Clerk

Tenure

Catherine Morris (Mayor and Council appointee)

Vacant (Mayor and Council appointee)

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

Exp. 12/21

Mable Stroman

Exp. 12/21

Ellis Clifton

Exp. 12/21

DaSalla Scott

Exp. 01/22 (Resident Housing)

George Williams

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

Exp. 02/06/19

Rhoda Littles

Dist. 2

Exp. 02/06/19

Ruth E. Williams

Dist. 3

Exp. 02/06/19

Vacant

Dist. 4

Vacant

Dist. 5

Jean Liddell

Dist. 6

Exp. 09/18/19

George Mitchell

Exp. 10/16/19

LIBRARY BOARD

4 year term

Michael Wells

Exp. 2019

Akindele Akinyemi

Exp. 2019

DeAndra Crystal-Rikay Watley

Exp. 2019

Dosye A. Thompson

Exp. 2019

Emmereal Shawn Wells

Exp. 2019

Ruth E. Williams

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

Exp. 3/21/18

Curtistine Barge

Dist. 2

Exp. 1/20/18

Brittini Abiolu

Dist. 3

Exp. 3/7/18

Olubisi B. Ajetunmobi

Dist. 4

Exp. 1/20/18

Vacant

Dist. 5

Barbara Cooper

Dist. 6

Exp. 5/2/18

Marie Jenkins

Mayoral

Exp. 1/20/18

April 16, 2018

LOCAL OFFICERS COMPENSATION COMMISSION

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

7 Year Term

7 Members

State Law and Ordinance 409

Lenoria Warmack

Exp. 10/17/2023

Thelma Jean Overman

Exp. 10/17/2023

Debra Owens

Exp. 10/17/2023

Ann Gross

Exp. 12/5/2023

Ronald Johnson

Exp. 12/19/2023

George Williams

Exp. 12/19/2023

Aaron Sims

Exp. 01/03/2024

PARKS AND RECREATION COMMISSION

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

2 Year Term

9 Members

Ordinances: 493 & 551

John White	Dist. 1	Exp. 03/20/19
Opal Nolen	Dist. 2	Exp. 11/6/19
Vacant	Dist. 3	Exp. 09/15/16
LaWanna Abney-Mitchell	Dist. 4	Exp. 02/19/20
James Richardson, Jr.	Dist. 5	Exp. 02/19/20
Connie R. Mitchell	Dist. 6	Exp. 09/05/19
Tonia Williams	Mayoral	Exp. 02/20/19
Shirley Hankerson	Mayoral	Exp. 05/01/19
Ned Sanders	Council	Exp. 07/07/19
Timothy Williams	?	Exp. 10/2/21

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
Tiwarn 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. 09/20
William Ratliff (Vice-Chair)	Exp. 04/19
Lynette Cain (Secretary)	Exp. 05/19
Steven Chisholm (Chair)	Exp. 04/19
Kim Faison	Exp. 01/21

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

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

2 Year Term

5 Members

Charter

Lorenzo A. Moner, Jr.	Mayoral	Exp. 12/17
Barry O'Bryan	Police Rep	
Jason Kaye	Fire Rep	
Sandra K.Watley	City Council Rep	Exp. 12/18
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

App. 02/18/13
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. 07/01/18
Roosevelt Stubbs (S)	Dist. 4	Exp. 08/21/20
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
Denise Champagne, Community Appointee

Exp. Tenure
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
Clarence Oden (Alternate)

Exp. Tenure
Exp. Tenure

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

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

6 Year Term

13 Members

Resolution 85-8-331

Connie R. Mitchell	Tenure
Brittini Abiolu	Exp. 6/06/22
Avis Love	Exp. 03/20/23
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
Vacant Community	Tenure
Tonia C. Williams	Exp. 02/20/19
Dorothy Gardner	Exp. 11/6/20

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: March 28, 2018

From: Jerome Bivins, DPS Director

Date for Council's Consideration:

ACTION REQUESTED: Consider authorizing the Department of Public Services to approve a contract in the amount of \$348,007.88 for A.D.J Excavating, Inc., for reconstruction of Arcola St. between Somerset and Cherry Hill in the City of Inkster. Additionally, requesting authorization to approve an amended contract for Alfred Benesch & Co to provide construction engineering, full-time construction inspection and material testing for this proposed project on a time and material basis not to exceed amount of \$100,000.00.

Current Action ☒ X Emergency ☐ Future ☐

Funds Budgeted: If Yes ☒ X Account # _____ No ☐ N/A ☐
Mayor's Approval Byron Nolen

BACKGROUND:

Arcola St., north of Somerset and south of Cherry Hill, has been known to have drainage problems since 2014. This road segment of Arcola is approximately 1,000 feet long, and provides service to single family and multi-family unit dwellings as well as a restaurant. Since 2014, the existing drainage in the area has significantly declined. The drainage ditches along the road are filled with sediment, and the driveway culverts are either deteriorated or collapsed completely. During rain events, the ground along frontage on both sides of the road becomes saturated, holding standing water that covers the sidewalks and extends into residents front yards. The sidewalks are not passable for pedestrian foot traffic. The ponding water is also stagnant, thus making it a breeding place for mosquitoes, dragonflies and other insects which can carry a host of diseases such as malaria. The existing road cross section contributes to the drainage problem, and needs to be revised. The project was advertised, and a total of five (5) competitive bids received on March 26, 2018. The lowest responsive responsible bid was from A.D.J. Excavating, Inc. in the amount of \$348,007.88.

SCOPE OF SERVICES:

The scope of services includes reconstruction of 0.19 miles of pavement and associated drainage system along the referenced segment of Arcola St. with HMA (asphalt) pavement and enclosed storm sewer system to improve drainage system to restore pedestrian access, service life, and ride quality of the road.

JUSTIFICATION:

Since 2014, the existing drainage in the area has significantly declined. The drainage ditches along the road are filled with sediment, and the driveway culverts are either deteriorated or collapsed completely. During rain events, the ground along frontage on both sides of the road becomes saturated, holding standing water that covers the sidewalks and extends into residents front yards. The sidewalks are not passable for pedestrian foot traffic. The ponding water is also stagnant, thus making it a breeding place for mosquitoes, dragonflies and other insects which can carry a host of diseases such as malaria. The road and drainage improvements will improve quality and service life of the roadway as well as access for pedestrian and vehicular traffic.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster the project includes reconstruction of 0.19 miles of pavement and associated drainage system along the referenced segment of Arcola St. with HMA (asphalt) pavement and enclosed storm sewer system to improve drainage system to restore pedestrian access, service life, and ride quality of the road.

COSTS:

Construction \$348,007.88

Construction Engineering, Inspection and Material Testing \$100,000.00

PROJECTED TIME TABLE:

April 30, 2018 through June 30, 2018

RESOLUTION:

Authorization is hereby given to the Department of Public Services to approve a contract in the amount of \$348,007.88 for A.D.J Excavating, Inc. and to amend the contract with Alfred Benesch & Co for and additional \$100,000, for reconstruction project of Arcola St. between Somerset and Cherry Hill in the City of Inkster

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Alfred Benesch & Company
615 Griswold, Suite 600
Detroit, MI 48226
www.benesch.com
P 313-663-0612
F 313-663-2156

March 27, 2018

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

Attention: Jerome Bivins, Department of Public Services Director

Re: Arcola Road and Drainage Improvements Bid Recommendation

Dear Mr. Bivins:

The Arcola Road and Drainage Improvements Project was advertised on BidNet site March 1, 2018. A Mandatory pre-bid meeting was held on March 12, 2018 at 3:00 pm at Inkster City Hall. A total of five companies attended this Mandatory pre-bid meeting. The Bid Opening for the above referenced project was held on Monday, March 26, 2018 at 2:00 p.m. at Inkster City Hall. A total of five contractors submitted bids on the Arcola Road and Drainage Improvements Project. The following is a list of the five bidders on the project listed in order from lowest to highest bid:

	Bidder's Name	Bid	% Above Low Bid
1	A.D.J. Excavating, Inc.	\$348,007.88	0.0%
2	Great Lakes Contracting, LLC	\$351,981.48	1.1%
3	Florence Cement	\$384,882.00	10.8%
4	Erie Construction, LLC	\$480,144.56	38.0%
5	Bidigare Contractors	\$483,493.98	38.9%

All of the bid subtotals and total dollar amounts were properly tabulated.

A.D.J. Excavating, Inc. is identified as the bidder under consideration for award. A.D.J. Excavating, Inc. is the lowest, responsive bidder that meets all requirements of the project including bonds and attendance at the mandatory job-walk visit/ pre-bid meeting.

The Engineer's Estimate of probable construction cost is \$375,745.63. In comparison, A.D.J. Excavating, Inc. bid is within 7.30% of the Engineer's Estimate. Attached is the line item unit price bid tabulation along with the Engineer's estimate.

A.D.J. Excavating Inc. has demonstrated their ability to meet the minimum qualifications related to this work by prior performance with the City of Ferndale, Shelby Township and the Water Resource Commission for Oakland County. A.D.J. Excavating, Inc. has completed projects with similar scope and budget in the recent years with satisfactory product and with-in schedule and budget for the client.



Additionally A.D.J. Excavating, Inc. has listed the following subcontractors as part of their team:

- Kenmore Contracting
- Goretski Construction Co.

We recommend awarding this contract to A.D.J. Excavating, Inc. in the amount of \$348,007.88.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Alfred Benesch" with a stylized flourish at the end.

Alfred Benesch & Company

Ahmed Hoballah
Engineer

CC: Eric Tucker, P.E., Project Manager
File: 0040038.00

Attachments:

BidNet – Project Description/special notices
Pre-Bid Meeting- Sign-in Attendance Sheet
Bid Tabulation – Arcola Road and Drainage Improvements

\$74.60	\$628.00	\$58.00	\$282.85
\$12.60	\$4,980.00	\$7.40	\$3,085.00
\$524.00	\$0.00	\$106.10	\$2,189.00
\$22.00	\$0,180.00	\$7.50	\$0,097.50
\$48.60	\$2,325.30	\$4.10	\$2,745.00
\$80.00	\$688.00	\$51.30	\$405.00
\$120.00	\$1,200.00	\$188.00	\$1,080.00
\$2.70	\$270.00	\$1.14	\$174.00
\$26.00	\$2,280.00	\$57.10	\$3,242.00
\$10.70	\$3,745.00	\$7.10	\$2,737.00
\$11.20	\$3,160.00	\$11.20	\$3,434.00
\$27.80	\$828.00	\$24.32	\$728.72
\$24.00	\$40,070.00	\$88.17	\$82,345.08
\$233.00	\$585.00	\$306.00	\$508.00
\$49.78	\$3,785.00	\$47.10	\$7,224.30
\$381.00	\$702.00	\$380.20	\$716.40
\$228.00	\$1,784.00	\$342.10	\$2,740.00
\$822.00	\$8,220.00	\$406.40	\$8,084.00
\$20.50	\$1,516.00	\$24.08	\$740.70
\$2,320.00	\$28,000.00	\$1,365.00	\$16,080.00
\$2,980.00	\$17,880.00	\$2,405.00	\$14,248.00
\$247.00	\$404.00	\$289.70	\$688.00
\$583.00	\$1,000.00	\$380.00	\$261.20
\$1,040.00	\$38,084.00	\$881.00	\$861.00
\$21.00	\$4,220.00	\$210.20	\$4,388.00
\$96.60	\$31,282.60	\$88.10	\$20,388.00
\$98.00	\$27,302.00	\$81.78	\$28,047.00
\$188.00	\$0,308.00	\$174.00	\$10,448.00
\$21.25	\$0.00	\$12.32	\$4,080.24
\$171.00	\$4,446.00	\$81.70	\$2,302.50
\$18.80	\$30,644.40	\$16.41	\$28,787.80
\$15.80	\$888.00	\$16.21	\$713.24
\$3.00	\$18,614.70	\$3.04	\$10,060.04
\$8.25	\$4,220.00	\$2.34	\$8,310.24
	\$0.00		
\$12.40	\$1,041.40	\$3.58	\$701.40
\$39.78	\$316.00	\$35.01	\$200.00
\$18.10	\$248.18	\$16.78	\$872.08
	\$0.00		
\$100.00	\$400.00	\$76.20	\$300.00
\$1.00	\$4.00	\$0.21	\$0.80
\$20.00	\$1,800.00	\$17.28	\$1,388.76
\$1.00	\$74.00	\$0.21	\$18.00
\$6.00	\$248.00	\$3.03	\$288.00
\$1.00	\$87.00	\$0.21	\$88.16
\$10.00	\$100.00	\$11.60	\$110.00
\$1.00	\$10.00	\$0.21	\$2.00
\$8.45	\$38.76	\$3.01	\$12.00
\$4.25	\$8,162.88	\$2.04	\$3,081.70
\$8.45	\$428.70	\$4.20	\$288.00
\$7.65	\$7,082.84	\$4.67	\$8,085.00
\$1,880.00	\$7,000.00	\$388.10	\$1,088.00
\$957.00	\$2,788.00	\$488.20	\$2,487.00
\$198.00	\$180.00	\$244.00	\$244.00
\$10,000.00	\$10,000.00	\$8,080.00	\$8,080.00
\$1,660.00	\$1,680.00	\$1,480.00	\$7,480.00

2018 Actual Data

2019 Actual Data

2020 Actual Data

2021 Actual Data

BID FORM

Arcoia Road and Drainage Improvements

Project Number: 40038.00

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ARTICLE 1 – BID RECIPIENT**1.01 This Bid is submitted to:**

City of Inkster
26215 Trowbridge
Inkster, MI 48141

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS****2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.****ARTICLE 3 – BIDDER'S REPRESENTATIONS****3.01 In submitting this Bid, Bidder represents that:****A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:**

<u>No.</u>	<u>Date.</u>	<u>No.</u>	<u>Date.</u>	<u>No.</u>	<u>Date.</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.**
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.**
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.**
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2)**

Addendum #1

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the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

Arcola Road and Drainage Improvements					
ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010001.00	Clearing	0.1	Acres		
2030001.00	Culv, Rem, Less than 24 inch	7.0	Ea		
2030015.00	Sewer, Rem, Less than 24 inch	8.0	Ft		
2040055.00	Sidewalk, Rem	505.0	Syd		
2040080.00	Exploratory Investigation, Vertical	20.0	Ft		
2050011.00	Embankment, LM	418.0	Cyd		
2050015.00	Excavation, Earth	828.0	Cyd		
2057021.00	_Subgrade Undercutting, 21AA	50.0	Cyd		
2080012.00	Erosion Control, Check Dam, Stone	8.0	Ft		
2080024.00	Erosion Control, Inlet Protection, Sediment Trap	10.0	Ea		
2080036.00	Erosion Control, Silt Fence	100.0	Ft		
3010002.00	Subbase, CIP	90.00	Cyd		
3020008.00	Aggregate Base, 3 inch	350.0	Syd		
3020020.00	Aggregate Base, 8 inch	3050.0	Syd		
3067050.00	Maintenance Gravel, LM, Special	30.0	Ton		
4020887.00	Sewer, CI IV, 12 inch, Tr Det B	905.0	Ft		
4021230.00	Sewer Bulkhead, 12 inch	1.0	Ea		
4027001.00	Sewer, PVC SCH 40, 8 inch, Tr Det B, Modified	176.0	Ft		
4030005.00	Dr Structure Cover, Adj, Case 1	2.0	Ea		
4030040.00	Dr Structure Cover, Type G	8.0	Ea		

Addendum #1

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4030050.00	Dr Structure Cover, Type K	10.0	Ea		
4030112.00	Dr Structure Lead, Cleaning, 12 inch	30.0	Ft		
4030200.00	Dr Structure, 24 inch dia	10.0	Ea		
4030210.00	Dr Structure, 48 inch dia	6.0	Ea		
4030290.00	Dr Structure, Cleaning	2.0	Ea		
4030306.00	Dr Structure, Tap, 6 inch	2.0	Ea		
4030312.00	Dr Structure, Tap, 12 inch	1.0	Ea		
4040073.00	Underdrain, Subgrade, 6 inch	1930.0	Ft		
5010025.00	Hand Patching	20.0	Ton		
5010031.00	HMA, 3C	345.0	Ton		
5010032.00	HMA, 4C	276.0	Ton		
5010061.00	HMA Approach	60.0	Ton		
5017011.00	_HMA Surface, Rem, Modified	3332.0	Syd		
6020164.00	Conc Pavt with Integral Curb, Nonreinf, 8 inch	26.0	Syd		
6020036.00	Curb and Gutter, Conc, Det F2	1933.0	Ft		
6020050.00	Driveway Opening, Conc, Det M	44.0	Ft		
6030044.00	Sidewalk, Conc, 4 inch	4036.0	Sft		
6030046.00	Sidewalk, Conc, 8 inch	996.0	Sft		
6100371.00	Post, Steel, 3 lb	84.0	Ft		
6100403.00	Sign, Type III, Rem	8.0	Ea		
6100404.00	Sign, Type IIA	36.3	Sft		
6120022.00	Barricade, Type III, High Intensity, Lighted, Furn	4.0	Ea		
6120023.00	Barricade, Type III, High Intensity, Lighted, Oper	4.0	Ea		
6120250.00	Plastic Drum, High Intensity, Furn	75.0	Ea		

Addendum #1

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8120251.00	Plastic Drum, High Intensity, Oper	75.0	Ea		
8120350.00	Sign, Type B, Temp, Prismatic, Furn	87.0	Sft		
8120351.00	Sign, Type B, Temp, Prismatic, Oper	97.0	Sft		
8120352.00	Sign, Type B, Temp, Prismatic, Special, Furn	10.0	Sft		
8120353.00	Sign, Type B, Temp, Prismatic, Special, Oper	10.0	Sft		
8160021.00	Fertilizer, Chemical Nutrient, CI B	16.0	Lb		
8160027.00	Mulch Blanket	1450.0	Syd		
8160039.00	Seeding, Mixture THM	66.0	Lb		
8160061.00	Topsoil Surface, Furn, 3 inch	1450.0	Syd		
8160090.00	Water, Sodding/Seeding	5.0	Unit		
8230260.00	Water Serv, Conflict	5.0	Ea		
8230422.00	Water Shutoff, Adj, Case 2	1.0	Ea		
8240001.00	Contractor Staking	1.0	LS		
8257051.00	Audio-Visual Filming, Division 1	1.0	LS		
	Maintenance of Traffic	1.0	LS		
	Mobilization, Max 2%	1.0	LS		

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 -- TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Substantial Completion Date: June 22, 2018.
- 6.04 Contract Completion and Final Inspection Date: June 29, 2018.

Addendum #1

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ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DERIVED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

[Signature]

[Printed name]

Title: _____

Submittal Date: _____

Address for giving notices:

Addendum #1

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City of Inkster

Arcola Road and Drainage Improvements

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Addendum #1

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ADDENDUM # 1

Arceola Road and Drainage Improvements

This Addendum #1 is hereby made part of the above referenced RFP and shall be taken into consideration by any and all respondents to this RFP.

1. MODIFICATIONS:

- **ADD:** March 12, 2018 pre-bid meeting attendees list (1 page), which is provided with this addendum.
- **REMOVE:** Excavation, Earth pay item from contract.
- **ADJUST:** Subbase, CIP quantity from 1,085 Cyd to 90 (Ninety) Cyd.

2. CLARIFICATIONS:

The RFB is ambiguous regarding attendance of the pre-bid meeting (see article Advertisement for Bids issued February 28, 2018). This is to clarify that attendance of the pre-bid meeting was mandatory. Only bids submitted by contractors that attended the pre-bid meeting will be considered for contract award (See attached pre-bid meeting attendees list).

3. RESPONSE TO CONTRACTORS' QUESTIONS

(Please note that all contractor questions are in BOLD and responded to in *ITALIC* font)

Re: On page 5 of the proposal form, the Maintenance of Traffic & Mobilization items do not have a unit or a quantity listed. Please revise the bid form.

Both pay items will be at the Quantity of 1 (One) and paid for in Lump Sum (LS).

Re: The subbase bid item has a quantity of 1,085 cy. This quantity seems extremely high since the subbase is only required under new sidewalks. Please clarify.

The Engineer has reviewed the item. Adjust quantity to 90 (Ninety) Cyd for Subbase, CIP.

Re: The special provisions for HMA Surface Removal, Modified says that the excavation to proposed subgrades is to be included in this item of work. If this is the case, where does the earth excavation bid item apply?

All pavement removal and grading is to be paid for under HMA Surface, Removal, Modified. The Excavation, Earth pay item and quantity is to be eliminated from the contract.

Re: The special provision for HMA says that the driveway/approach mix is to be 13A. The HMA application chart on plan sheet C-03 indicates 3C mix is to be used. Please clarify.

[REDACTED] *For the driveway/approach, the HMA mix is to be 3C.*

Re: At the pre-bid meeting, it was stated that the contractor is responsible for the erosion control permit and Wayne County permit. Are the costs for these permits known? If not, would it be possible to add a bid item for a permit allowance?

[REDACTED] *The costs are not known and may be contingent upon the plan review process. It is the contractor's responsibility to obtain all necessary permits for the project.*

Re: Is this project prevailing wage?

[REDACTED] *No, the project does not require prevailing wages.*

Re: Is filling of the existing ditch as shown on sheet C-02 of the plans included in the embankment quantity of proposal item # 2050011.00?

[REDACTED] *Yes, that is where the item applies.*

Re: Is 21AA crushed concrete acceptable for use in aggregate base bid items?

[REDACTED] *Yes, 21AA crushed concrete is acceptable.*

Re: Is a Wayne County right of way permit required? It's not clear in the plans or spec. If so, are any construction materials to be Wayne County tested? Which ones?

[REDACTED] *Yes, a Wayne county Right of Way permit is required. There are no materials that need to be tested for Wayne County.*



Arcola Road and Drainage Improvements

Facilitator: Jerome Bivins, DPS Director	Meeting Date: 3/12/2018
	Place/Room: Council Chambers

Name	Company	Email	Primary Phone
Ahmad Hoballah	Benesch	ahoballah@benesch.com	(313) 615-4091
JAMES RECCHIA	H.D.J EXCAVATING LLC	RON@H.D.JEXCAVATING.COM	810-560-6995
JESSE ANAYA	ANGELO IAPRATE	Tanay@iaprato.com	810-845-2635
JOE SAKALINO	GREAT LAKES CONSTRUCTION	KEU@GREATLAKESCONV.COM	586-415-0417
Bill Baker	Fluence Cement	billbaker@fluence cement.com	586-997 8666
RON RECCHIA	H.D.J EXCAVATING	RON@H.D.JEXCAVATING.COM	810-560-7018
ERIC TUCKER	BENESCH	etucker@benesch.com	(313) 763-0612
Jordan Bidigare	Bidigare construction	jordan@bidigareconstruction.com	(313) 735-1113
Jimmy DeAngelis	erie construction LLC	Jimmy@erieconstruction llc.com	734 676 8689
Jerome Bivins	COI	j.bivins@cityofarcola.com	313 563 9771



CITY OF INKSTER
WAYNE COUNTY, MICHIGAN
Arcola Road Reconstruction and Drainage Improvements

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Arcola Road Reconstruction and Drainage Improvements (P1704076) be received, by the City of Inkster, at the office of the City Clerk, until 1:00 PM local time on March 26, 2018, at which time the Bids received will be publicly opened and read.

The Project consists of removing the existing pavement and sidewalks, installing new storm sewer, grading the subgrade, installing new underdrain, installing new 21AA stone base, installing new curb and gutter, installing new sidewalk, paving new HMA pavement and installing new signs on Arcola Street in the City of Inkster, Wayne County.

Bids will be received for a single prime Contract. The Bids shall be on a Lump Sum and unit price basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: Alfred Benesch & Company, 615 Griswold St Detroit Michigan, 48226, for any specific questions regarding this advertisement, please contact Eric Tucker, P.E. at (313) 963-0612 or ETucker@Benesch.com by 5:00 PM, March 19, 2018. Questions received after this time will not be answered. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:30 am and 4:00 pm and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bid Documents and associated addenda will be available on the Internet through the Michigan Intergovernmental Trade Network (MITN – www.govbids.com) where they can be viewed electronically. Distribution of the Bid Documents through any means of delivery should be coordinated by the Bidder at their own cost. The date that the bidding documents are transmitted from MITN will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available.

Sealed Bids shall be submitted on the forms provided in the Bid Documents. Bid security shall be furnished in accordance with the Instructions to Bidders, payable to the City of Inkster.

Each Bidder agrees to waive any claim it has or may have against the Owner, Engineer, and their respective Employees, arising out of or in connection with the administration, evaluation, or recommendation of any Bid.

The City reserves the right to accept or reject any or all base or alternative Bid Items of work, in whole or in part, and to waive any informalities, therein when such waiver is in the interest of the Owner, and to award the contract to other than the low Bidder.

A pre-bid conference will be held at 3:00 PM local time on March 12, 2018 at the City of Inkster City Hall located at 26215 Trowbridge Street, Inkster, MI 48141. Attendance at the pre-bid conference is mandatory or highly encouraged but is not mandatory.

Bids shall remain firm for a period of ninety (90) days.
Owner: City of Inkster

By: Felecia Rutledge

Title: City Clerk

Date: February 26, 2018

++ END OF ADVERTISEMENT FOR BIDS ++

REQUEST FOR COUNCIL ACTION

To: **Byron Nolen, Mayor**

Date: **April 9, 2018**

From: **Craig Lewis/ Darin Carrington** Date for Council's Consideration: **April 16, 2018**

ACTION REQUESTED: Consideration and approval to accept the Inter-Governmental Award Grant from Wayne County in the amount of 12K to refurbish the second floor restrooms at the Booker Dozier Recreation Complex.

Current Action X Emergency Future

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

Mayor's Approval

Byron Nolen

BACKGROUND INFORMATION:

The Inkster Park & Recreation Department was awarded a Inter-Governmental Award Grant from the Wayne County Parks in the sum of 12K to refurbish the second floor restrooms at Dozier recreation Complex.

SCOPE OF SERVICES:

This project will include the following:

1. Installation new floor tile
2. Installation of new toilets and fixtures w/ auto sensors
3. Installation of automatic soap & paper towel dispensers
4. Installation of new countertops & supply storage cabinets
5. Installation of new LED light fixtures
6. Installation of new bathroom stalls

JUSTIFICATION:

Attaining grant funding from Wayne County Parks would assist the city with bottom line cost of this project. This project at Dozier would improve the overall aesthetics and service delivery to our residence.

PROJECT IMPROVEMENTS:

These projects will give the city a more attractive park system, and offer P&R department the ability to host to invite regional and national events.

PROJECT TIME TABLE:

6 months

RESOLUTION:

Authorization is hereby given:

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

AGREEMENT
between
THE CHARTER COUNTY OF WAYNE
and
THE CITY OF INKSTER
for
Improvements to
DOZIER RECREATION COMPLEX
FY 2016-18

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

1. PURPOSE

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

2. SCOPE OF THE PROJECT

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

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of the County Commission and execution by the County Chief Executive Officer ("County Executive"), and **shall terminate on September 30, 2019 at 11:59 p.m.**

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

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2016-18 funding provided by the County for the recreational Project **shall not exceed Twelve Thousand One Hundred Sixty One Dollars (\$12,161).**

5. CITY'S COVENANTS

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

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

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

5.04 City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

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

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

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

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

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

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

6. TERMINATION

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

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

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

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

7. DATA TO BE FURNISHED

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

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

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

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

8. ADMINISTRATION

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

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

9. RELATIONSHIP OF PARTIES

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

10. INSURANCE

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

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

11. HOLD HARMLESS

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

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

12. LIABILITY

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

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

13. ENVIRONMENTAL MATTERS

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

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

13.03 City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials,

except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

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

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

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;

- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

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

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

15. AMENDMENTS

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

16. NONDISCRIMINATION PRACTICES

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

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

16.02 All contractors, subcontractors, consultants and agents retained by City to perform

work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

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

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

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

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

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

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

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

18. NOTICES

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

If to City:
Felicia Rutledge, City Clerk
City of Inkster
26215 Trowbridge St.
Inkster, Michigan 48141
and
Darin Carrington, City Treasurer
City of Inkster
26215 Trowbridge St.
Inkster, Michigan 48141

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

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

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

19. WAIVER OF ANY BREACH

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

20. SEVERABILITY OF PROVISIONS

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

21. MERGER CLAUSE

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

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

22. JURISDICTION AND LAW

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

23. MISCELLANEOUS

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

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

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

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

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

24. AUTHORIZATION AND CAPABILITY

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

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

24.03 This Agreement is effective only upon approval by the County Commission and the Inkster City Council, and then execution County Executive, the Mayor of the City, whichever occurs last.

25. SIGNATURE

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

[SIGNATURES ON THE FOLLOWING PAGE]

City of Inkster
Dozier Recreation Complex

County Commission approved and execution authorized by Resolution	CHARTER COUNTY OF WAYNE
No. _____	By: _____
Date: _____	Warren C. Evans
	Its: County Executive
	Date: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

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

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

City of Inkster
Dozier Recreation Complex

Inkster City Council approved and execution authorized by Resolution	CITY OF INKSTER
No. _____	By: _____
Date: _____	Byron Nolen
	Its: Mayor
	Date: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

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

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

#316884

Parcel Number 07 44 000 01 1000 002

County: WAYNE

Printed on 11/28/2014

Grantor

Grantee

Legal Description

Map

Property Address

City or Township

County

State

Parcel Number 07 44 000 01 1000 002

County: WAYNE

Printed on 11/28/2014

Grantor

Grantee

Legal Description

Map

Property Address

City or Township

County

State

Parcel Number 07 44 000 01 1000 002

County: WAYNE

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Property Address

City or Township

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EXHIBIT B: PROJECT DESCRIPTION

City of Inkster Dozier Recreation Complex Restroom Project Capital Improvements

At the park located at 2025 Middlebelt Road, approx. 1/4 miles south of Michigan Avenue, it is strategically positioned in the northwest center of the city. Currently the recreation center is used for a variety of things that include youth and senior programs, youth sporting events, community forums, and private rentals for birthdays, anniversaries, weddings, etc. The Dozier is in need of several improvement projects that would make the center much more appealing to attract both local and regional events.

The Dozier Restroom Project will include the following Capital Improvements to our 2nd floor restrooms:

Interior Painting

Painting of 2 restrooms (ceilings & walls)

Power washed w/ germicide (pre-paint)

Materials & Labor

\$3,000.00

Plumbing

Install 4 flush valve sensors on water closets (Battery operated)

Install 2 flush valve sensors on urinals (Battery operated)

Install 6 valve sensors on vanity sinks (Electrical)

Install 2 - 18" A.D.A. Handicap water closets.

Materials & Labor

\$7,000.00

Electrical

Upgrade 1x2 Fluorescent Fixtures to LED's & provide new 2x4 fixtures

Ground Fault Protected Electrical Outlets

Install New Electrical Outlets under Sink Area for Faucet Sensor System

Materials & Labor

\$1,500.00

Cabinetry

Install of 2 - 36" Cabinets

Install 2 New Countertops

Install 4 New Automatic Towel Dispensers (Battery operated)

Install 4 New Automatic Soap Dispensers (Battery operated)

Materials & Labor

\$3,500.00

Flooring

Install 400 Square feet of Commercial Grade Porcelain/Slate Stone Tile

\$4,000.00

Procurement & Incidentals

20% of Total Project Cost

\$3,800.00

Total Project Cost

\$22,800.00

Project Funding

Wayne County IGA Grant

\$12,161.00

COI General Fund

\$10,639.00

Combined FY16-17 & FY17-18

Budget FY18-19

Total Project Funding

\$22,800.00

EXHIBIT C: SIGNAGE SPECIFICATIONS



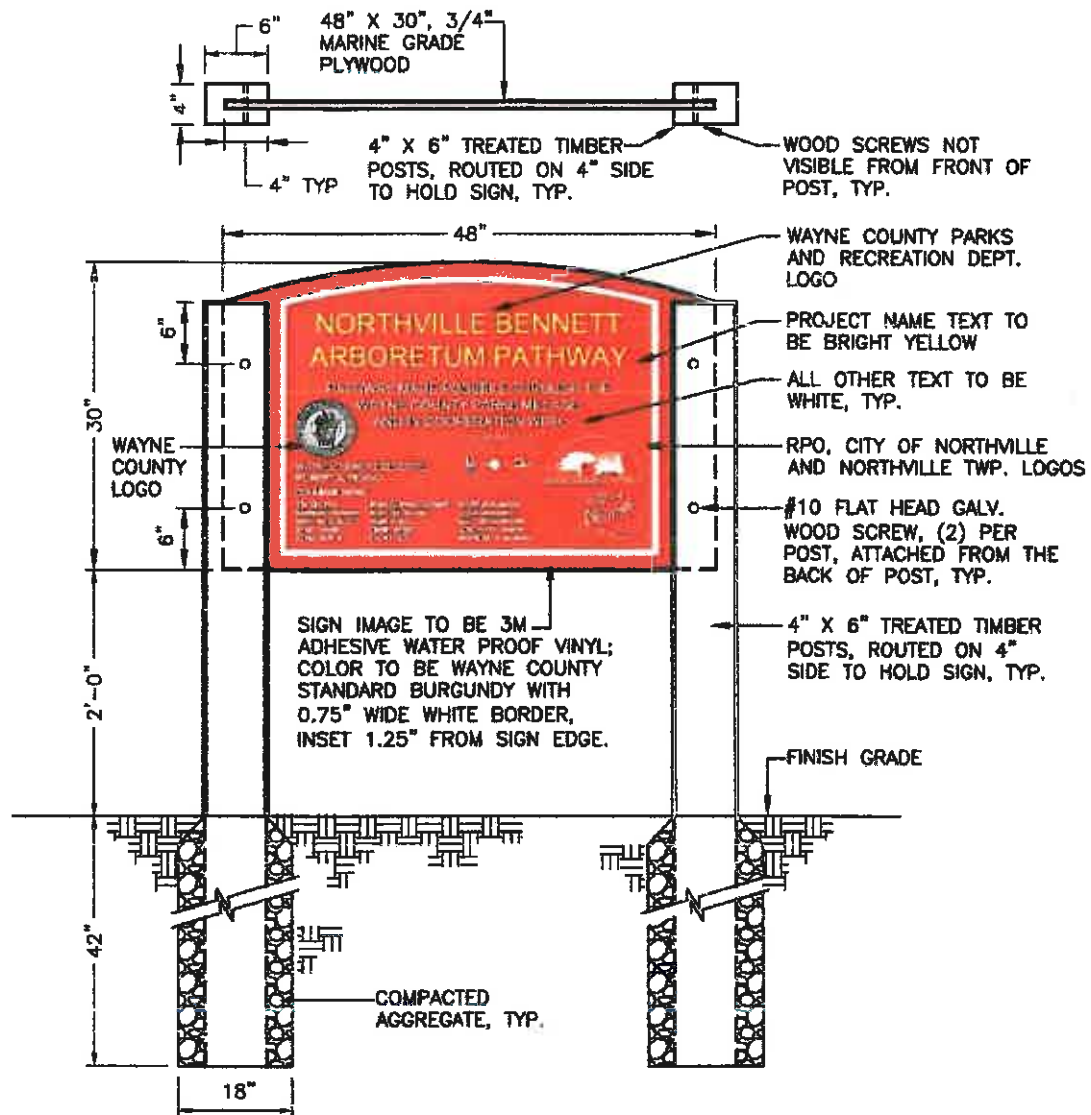
WAYNE COUNTY MEMORANDUM PARKS DIVISION

SIGN SPECIFICATIONS

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

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

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



COUNTY SIGN DETAIL

SCALE 3/4" = 1'-0"

COLOR CRITERIA:

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

Exhibit D: INSURANCE COVERAGES

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

Commercial General Liability (CGL)

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

Umbrella or Excess Liability

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

Automobile Liability

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

Workers' Compensation

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

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

Claims-made Policies

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

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

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

Surety Bonds

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

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

Date: April 9, 2018

From: Denise M. Champagne

Date for Council Consideration: April 16, 2018

ACTION REQUESTED: Consideration and approval of request from Nankin Transit Commission to approve Canton Township returning back into Nankin Transit.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval

Byron Nolen

BACKGROUND INFORMATION

Canton Township was part of the original interlocal agreement that created Nankin Transit on July 1, 1987. Canton Township opted out of Nankin Transit on July 31, 1995. This request is to approve them returning back to Nankin Transit Commission.

SCOPE OF SERVICES

Handicapped and senior residents of Inkster will now be able to travel, via Nankin Transit, to Canton Township in addition to the other four communities currently served (Garden City, Inkster, Wayne and Westland)

JUSTIFICATION

This addition will not add any additional costs to the four communities currently served. Canton Township will be covering all costs related to this addition, including bringing three vehicles into the current fleet. Added bonus to Inkster will be the ability to transport clients to all parts of Canton.

RECOMMENDATION

Approve and welcome Canton Township back into the Nankin Transit Commission.

PROJECT OR IMPROVEMENT TASKS

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

Improvement of services to the handicapped and senior citizens of Inkster.

COSTS

No costs to Inkster for this change. Canton will cover all costs related to this change as well as any associated one time capital outlay costs to get program up and running.

PROJECT TIME TABLE

The projected time table to be up and running is July 1, 2018 which is the start of the new fiscal year.

RESOLUTION

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Nankin Transit Commission

32150 Dorsey Road

Westland, Michigan 48186

*Para-Transit Serving Senior Citizens and the Disabled Community for the Cities of
Garden City, Inkster, Wayne and Westland since 1976*

Office (734) 729-2710 www.nankintransit.com Fax: (734) 729-5323

March 20, 2018

The Honorable Byron Nolen – Mayor

City of Inkster

26215 Trowbridge

Inkster, Mi. 48141

Mayor Nolen,

At a regular scheduled Nankin Transit Commission meeting held on March 15, 2018, a vote was taken by the attending commissioners to welcome back into Nankin Transit the Township of Canton. It was a unanimous vote to welcome them back. This was the first step and the next step is approval by each City Council of the four participating members of Nankin Transit.

Canton Township is losing their contract with Huron Valley Ambulance to provide para-transit service. Mike Swartz of Plante Moran recommended us to Canton Township's Supervisor. SMART also recommended us to Canton. After careful review, there are several benefits to the member cities of Nankin Transit. It opens up Canton Township to all of our customers. Doctors' offices, shopping, dining and all the other amenities that Canton has to offer would now become available. The increase in costs to make this work would be passed directly to Canton along with one time capital outlay costs to get this program up and running. There is no additional cost to any of the four cities to bring Canton Township under the Nankin Transit umbrella.

I would ask that the Inkster City Council pass a resolution, welcoming Canton Township back into Nankin Transit.

Sincerely,

James Ridener – Director

Nankin Transit Commission



Nankin Transit Commission

32150 Dorsey Road

Westland, Michigan 48186

*Para-Transit Serving Senior Citizens and the Disabled Community for the Cities of
Garden City, Inkster, Wayne and Westland since 1976*

Office (734) 729-2710 www.nankintransit.com Fax: (734) 729-5323

EXCERPT FROM THE NANKIN TRANSIT COMMISSION ON MARCH 15, 2018

03-15-18 Motion made by Commissioner Hart and seconded by Commissioner Champagne to discuss and approve welcoming Canton Township back into Nankin Transit beginning July 1, 2018. Motion carried.

YEAS: Michael Harris, Jon Rhaesa, Jim Hart, Kelly Kerwin, and Denise Champagne

NAYS: None

ABSTAIN: None

ABSENT: Lloyd Allen (excused), Timothy Williams (excused), and Mark Jacobs

Motion passed.

I hereby certify that the forgoing is a true and complete copy of a motion adopted by the Nankin Transit Commission, County of Wayne, State of Michigan at a regular meeting held on March 15, 2018, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 268, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Denise M. Champagne

Secretary

Nankin Transit Commission

**RESOLUTION TO AMEND THE INTERLOCAL AGREEMENT THAT CREATED
THE NANKIN TRANSIT COMMISSION TO INCLUDE THE CHARTER TOWNSHIP
OF CANTON**

RECITALS:

WHEREAS, on July 1, 1987 the Nankin Transit Commission ("NTC" herein) was created by means of an "Interlocal Agency Agreement to Provide a Transit System for the Charter Township of Canton and the Cities of Garden City, Inkster, Wayne and Westland" ("Agreement" herein) which was approved by the legislative bodies of each of these communities; and

WHEREAS, as authorized by the Agreement, on July 31, 1995 the Charter Township of Canton ("Canton" herein) withdrew from this Agreement by resolution of its Board of Trustees, and the Agreement was amended to facilitate operations with the remaining four cities; and

WHEREAS, Canton desires to rejoin NTC; and

WHEREAS, the Cities of Garden City, Inkster, Wayne and Westland ("NTC members") desire to allow Canton to rejoin the NTC, dependent upon a condition that it will not cost any of these four cities an increase in the annual general fund subsidies that they currently pay to NTC; and

WHEREAS, certain amendments should be made to the Agreement, in order to facilitate the addition of Canton to the NTC and to update the Agreement, and these amendments must be approved by all five of the communities;

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, understandings and agreements of the parties, and the background facts presented above, it is hereby resolved that:

1. Each of the NTC members and Canton approve the addition of Canton to the NTC effective July 1, 2018, subject to the conditions and amendments to the Agreement that are set forth below.
2. Upon approval of this resolution by each of the communities, Canton shall immediately pay to NTC the amount of \$45,000, to cover the capital expenses that will necessarily be expended to make changes in NTC facilities to accommodate the addition of Canton.
3. All sections of the Agreement which refer to the member communities of the NTC will be amended to include the Charter Township of Canton.
3. Article III, Section I of the Agreement shall be amended to provide:

"Section 1 - Duration

This interlocal agreement between the Charter Township of Canton and the Cities of Garden City, Inkster, Wayne, and Westland shall continue in existence unless terminated in accordance with Section 2 of this Article."

4. Article V, Section 3 of the Agreement shall be amended to provide that a quorum for purposes of conducting business shall consist of the presence of at least five (5) board members representing at least three of the participating members.

5. Article VI, Section 3 of the Agreement shall be amended to provide:

"Section 3 - Improvements

No improvement costing more than Fifteen Hundred Dollars (\$1500) shall be contracted for or commenced until after an opportunity for competitive bidding or solicitations; the Commission shall have the right to reject any or all proposals."

6. Article VII, Section 2 of the Agreement shall be amended to provide:

"Funding necessary for the operation of the transit system in excess of the funds provided by the Commission through SMART (formerly SEMTA) shall be obtained from the participating political unit. In order to ensure that, as of July 1, 2018, Canton is paying a sufficient amount to the NTC to cover the overhead, manpower and other costs related to adding Canton to the NTC, and to provide that there will be no additional costs to the other four communities caused by the addition of Canton, the funding for the operation of the system in excess of: (1) the municipal and community credits provided by the communities; (2) the fares received from NTC customers; and (3) the funds provided by SMART will be contributed by the participating units in the following proportions:

Fiscal year 2018-2019

Canton	61%	Actual cost: \$280,393
Garden City	7%	Actual cost: \$34,000
Inkster	7%	Actual cost: \$34,000
Wayne	5%	Actual cost: \$21,000
Westland	20%	Actual cost: \$89,000

Fiscal year 2019-2020

Canton	60%	Actual cost: \$266,761
Garden City	7.5%	Actual cost: \$34,000
Inkster	7.5%	Actual cost: \$34,000
Wayne	5%	Actual cost: \$21,000
Westland	20%	Actual cost: \$89,000

Fiscal year 2020-2021

Canton	61%	Actual cost: \$277,714
Garden City	7%	Actual cost: \$34,000
Inkster	7%	Actual cost: \$34,000
Wayne	5%	Actual cost: \$21,000
Westland	20%	Actual cost: \$89,000

Fiscal years after 2020-2021

Canton	61%
Garden City	7%
Inkster	7%
Wayne	5%
Westland	20%"

MOTION BY: _____ SECONDED BY: _____

ROLL CALL:

AYE _____ NAY _____ ABSENT _____

CERTIFICATION

I, _____, Clerk of the _____ of _____, hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council/Township Board of the _____ of _____, County of Wayne, at a regular meeting held on the ____ day of _____, 2018, Resolution No. _____, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

_____, Clerk

INTERLOCAL AGENCY AGREEMENT TO PROVIDE A TRANSIT SYSTEM FOR THE
CHARTER TOWNSHIP OF CANTON AND THE CITIES OF GARDEN CITY, INKSTER,
WAYNE AND WESTLAND

The following Articles provide for an interlocal public agency agreement under the Urban Cooperation Act (Act 7 of the Public Acts of Michigan, 1967) and, for intergovernment cooperation in the organization and operation of the transit system for the Charter Township of Canton, and the Cities of Garden City, Inkster, Wayne and Westland.

ARTICLE I - NAME

The name of the legal and administrative entity created by this Agreement shall be the Nankin Transit Commission.

ARTICLE II - PURPOSES

The purposes for which the Nankin Transit Commission is created are as follows;

1. To create an intergovernmental organization to provide for the operation, management, financing and planning of local and specialized transit services in the participants' area.
2. Creation of a legal and administrative organization to contract with the Southeastern Michigan Transit Authority (SEMTA) for necessary equipment, vehicles technical assistance and funding related to the operation of a transit system in the participant cities.

ARTICLE III - DURATION, TERMINATION, AMENDMENT

Section 1 - Duration

This interlocal agreement between the Charter Township of Canton and the Cities of Garden City, Inkster, Wayne and Westland shall expire ten (10) years from the effective date of this Agreement; the Agreement shall be renewable at the option of the participating units.

Section 2 - Termination

Any of the participating units may withdraw from the Commission prior to the expiration date of this Agreement, only after said participating unit gives written notice to the governing board of approval of that unit's withdrawal by vote of that unit's legislative body, at least six (6) months prior to the end of the fiscal year, of said unit's intention to rescind and withdraw from this Agreement. Termination of the entire Agreement can be affected only by a vote of the legislative body of each of the participating units to terminate this Agreement.

Section 3 - Amendment

This interlocal agreement may be amended upon the approval of all participating units in the same manner as the original Agreement was made.

ARTICLE IV - POWERS

The Nankin Transit Commission shall be a legal and administrative body, with the power to sue and be sued, the power to contract for necessary services, equipment, vehicles, employees, real and personal property, for the organization, operation, management, financing and planning of the transit system in the participating units' areas, and all powers necessary to administer and operate the transit system as provided in this interlocal agreement.

ARTICLE V - GOVERNING BODY

Section 1 - Composition

The Nankin Transit Commission shall have as its governing body a board comprised of two (2) voting members from each of the political subdivisions participating, appointed by the legislative body of that participating unit. At least one (1) of the representatives from each of the participating units shall be a member of the legislative body of that unit. Each participating unit may appoint one (1) alternate to act on their behalf on the Board should either of their appointed Board members become incapacitated.

Section 2 - Rules and By-Laws; Officers

The Nankin Transit Commission's governing board shall make such rules and by-laws for its government, and elect such officers as it may deem appropriate, not inconsistent with this Agreement.

Section 3 - Public Meetings; Regular Meeting Date; Minutes, Quorum

The Board shall fix the time and place, and give adequate notice for its regular scheduled meetings, which shall be open to the public. Minutes shall be kept by the Board of all Board Meetings. A quorum for purposes of conducting business shall be constituted by the presence of at least five board members representing at least three of the participating units at any regular or special Board Meeting.

Section 4 - Special Meetings

A special meeting of the board may be called by the chairman or by two (2) members of the board, on twenty-four (24) hour written notice to each member of the board, designating the purpose of such meeting and served personally or left at their usual place of residence.

Section 5 - No Special Interests, Anti-Nepotism

No board member shall have any special interest in any contract of the Nankin Transit Commission, including an interest in any corporation, business or individual with whom the Commission contracts; nor shall any of the following relatives of any board member hold any appointive office or employment of the Commission during the term for which the said board member is elected, to wit - spouse, child, step-child, grandchild, parent, grandparent, brother, sister, half-brother, or half-sister.

Section 6 - Removal; Vacancies

Board members may be removed by the appointing governmental unit; any vacancy shall be filled by the original appointing unit.

Section 7 - Length of Service

Board members shall serve as such for a period of two (2) years from their appointment, barring any conflict with Section 1 of this Article. Terms shall be renewable upon reappointment by the participating unit.

Section 8 - Reimbursement

Board members shall receive no compensation, but shall be entitled to reimbursement of reasonable expenses incurred in the discharge of their duties, as may be approved by the board.

Section 9 - Powers, generally

The board shall have all necessary powers to provide for the organization, operation, management, financing and planning of the Commission's transit service, including but not limited to: the power to purchase, lease, trade, sell, hypothecate or otherwise acquire and disperse real and personal property, services, equipment and vehicles; the power to employ personnel; the power to establish fares and rates; and the power to establish rules and regulations for both

employees and subscribers to the transit system. The Nankin Transit Commission as created by this interlocal agreement shall have no power or authority to levy any type of tax with the boundries of any governmental unit participating in the interlocal agreement, or to issue any type of bond in its own name, or to in any way indebt a governmental unit participating in the interlocal agreement.

ARTICLE VI - CONTRACTS

Section 1 - Limitation

The Commission may contact for the performance of any work or may perform the same itself through its departments, officers and employees; provided, however, that it shall not itself make any contact exceeding an estimated fifteen Hundred (\$1,500.00) Dollars until it has first advertised for sealed proposals therefor. The Commission shall have the right to reject any or all such proposals.

Section 2 - Material Purchases

No contract shall be entered into by the Commission for the purchase of any materials, tools, apparatus or any other thing or things, the consideration or cost of which shall exceed Five Hundred (\$500.00) Dollars until after an opportunity for competitive bidding; the Commission shall have the right to reject any or all proposals.

Section 3 - Specifications

No improvement costing more than Fifteen Hundred (\$1,500.00) Dollars shall be contracted for or commenced until drawings, profiles and estimates for the same shall have been submitted to the board and approved by it; and a copy thereof shall thereafter remain on file in the office of the Commission subject to inspection by the public.

Section 4 - Approval of Contract; Appropriation

(a) No contract shall be entered into by the Commission for the making of any improvement or for the purchase of any materials, tools, apparatus or any other thing or things, the consideration of cost of which shall exceed Five Hundred (\$500.00) Dollars, until the same shall have been approved by a majority of the Board.

(b) No contract shall be made with any person who is in default to the Board.

(c) No work or improvement shall be commenced, nor any contract therefor be let or made, until a valid specific appropriation to pay the cost thereof shall have been made by the Board from funds on hand and legally available for such purpose.

Section 5 - Contracts Not Divisible

The Commission shall not allow the division of any contract for purpose of circumventing the scope and intention of this Article.

ARTICLE VII - FUNDING

Section 1 - Funding through SEMTA

The Commission is created as a legal and administrative agency to contract with the Southeastern Michigan Transportation Authority (SEMTA) to receive operating funds, grants, vehicles, equipment and technical assistance related to the operation, maintenance and planning of the transit system in the participating political units.

Section 2 - Funding By Participating Units

Funding necessary for the operation of the transit system in excess of the funds provided the Commission through SEMTA shall be obtained from the participating political units. The amount of funding contributed by each unit shall be in proportion with the latest United States Census figures for population within the participating

units' boundaries. Initially, according to the percentages established by the 1980 Census, funding necessary for the operation of the system in excess of the funds provided by SEMTA will be contributed by the participating units in the following proportions:

Charter Township of Canton	12%
City of Garden City	20%
City of Inkster	18%
City of Wayne	10%
City of Westland	40%

Section 3 - Services Provided by Participating Units

Each participating unit shall provide a service to the Commission, as such in-kind services are provided for in the Urban Cooperation Act.

ARTICLE VIII - ACCEPTANCE OF GIFTS, GRANTS, ASSISTANCE FUNDS AND BEQUESTS

The Nankin Transit Commission shall be empowered to accept, for its stated purposes, any gifts, grants, assistance funds or bequests.

ARTICLE IX - GENERAL FINANCE

Section 1 - Strict Accountability of Funds

The Nankin Transit Commission shall see that a strict accountability of all funds shall be made to each participating unit of this interlocal agreement. The Commission shall appoint the Treasurer of one of the participating units as the Treasurer of the Commission. The Treasurer shall take custody of all funds received by the Commission, shall account separately for such funds and shall make disbursements only on order of the board. The Treasurer shall report to the board as requested.

Section 2 - Fiscal Year

The fiscal year of the Commission shall begin on July 1 and end

on June 30 of the following year. Such year shall also constitute the budget year of the Commission.

Section 3 - Adoption of Budget

The Board shall adopt a budget for the ensuing fiscal year at least one (1) month prior to the end of the preceding fiscal year, only after approval of the budget by the legislative bodies of the participating units.

Section 4 - Budget Control

(a) The adoption of a budget shall not be construed as authority to any officer or employee of the Commission to expend the amount set forth in such budget unless such expenditure has been properly authorized.

(b) At any Board meeting after the adoption of the budget and after at least one week's written notice to the members of the Board, the Board may amend such budget so as to authorize the transfer of unused balances appropriated for one purpose to another purpose or to appropriate available funds not included in the annual budget.

Section 5 - Uniform Accounting

Any system of accounts used for the Commission shall conform to such uniform system as may be required by law. (Act 2, P.A. of 1968).

Section 6 - Independent Audit

An independent audit shall be made of all accounts of the Commission at least annually, and more frequently if deemed necessary by the Board. Such audit shall be made by qualified, certified public accountants. An abstract of the results of such audit shall be made public by publication in a newspaper of general circulation in the area. An annual report shall be made available to the Board, along with the legislative bodies of the participating units in such

form as will disclose pertinent facts concerned with the activities and finances of the Commission. A copy of the annual audit report shall be submitted to the State Department of Treasury.

Section 7 - Investment of Commission Funds

The Board may direct the investment of any surplus funds belonging to or under the control of the Commission, as is permitted by the statutes of the State of Michigan, in such amounts as may be determined by unanimous vote of the legislative bodies of the participating units.

ARTICLE X - SURPLUSES

The Nankin Transit Commission, at the conclusion or termination of this interlocal agreement, shall return any surpluses of money and real or personal property, to the participating units in proportion to the contributions made by the participating units.

ARTICLE XI - EMPLOYEES

The Nankin Transit Commission shall employ such personnel as are necessary for the operation thereof. Employees may be hired by the Nankin Transit Commission or transferred from positions with any participating unit. Employees that are transferred to the Nankin Transit Commission shall have all rights and benefits accorded them as employees of the participating unit from which they transfer. No employee who is transferred to a position with the Nankin Transit Commission shall, by reason of such transfer, be placed in any worse position with respect to workman's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance of any other benefits that were enjoyed as an employee of the participating unit. All provisions of Section 5 (g) of the Urban Cooperation Act

Shall be adhered to by the Commission in their employment practice. The Commission is an equal opportunity employer and shall be guided by the provisions of the Equal Employment Opportunity Act and the Fair Labor Standards Act.

ARTICLE XII - INSURANCE

The Nankin Transit Commission shall maintain public liability insurance on its vehicles and insurance against any liabilities that may be incurred through acts of its Board or employees or liabilities that may incur through properties it may own, lease or otherwise control. Insurance may be provided by or obtained through this Commission's contract with SEMTA.

ARTICLE XIII - ADOPTION

This interlocal agreement creating and empowering the Nankin Transit Commission shall be adopted and effected by approval of the legislative body of each participating unit.

The agreement shall become effective upon signature of the designates of each legislative body of each participating unit as has approved the agreement. July 1, 1987

WITNESSES:

Deborah Zewulhuil
Linda Molnar

CHARTER TOWNSHIP OF CANTON:

BY: [Signature]

BY: [Signature]

Louise Salvatore
James Howell

CITY OF GARDEN CITY:

BY: Vincent J. Foddece

BY: Ronald H. Howald

WITNESSES:

James Klobuchas

Charles M. Hunter.
Edwin M. Mank

Charles M. Hunter.
Jayne Platukas

CITY OF INKSTER:

BY: Betty G. Miller
Betty G. Miller, Mayor
BY: Delphine G. Oden
Delphine G. Oden, City Clerk

CITY OF WAYNE:

BY: Patrick J. Norton 08-18-87
Patrick J. Norton, Mayor
BY: Norma M. Collop 07-27-87
Norma M. Collop, City Clerk

CITY OF WESTLAND:

BY: Charles S. Hipfin
MAYOR
BY: Deane S. Rohrer
CITY CLERK



August 24, 1995

GENERAL OFFICES

1150 S. Canton Center
Canton, MI 48188-1699
313/397-1000
313/397-5455 FAX

Thomas J. Yack
Supervisor
397-5380

Terry G. Bennett
Clerk
397-5367

Flaine J. Kirchgatter
Treasurer
397-5372

John M. Burdziak
Philip J. LaJoy
Melissa McLaughlin
Robert J. Shefferly
Trustees

Mr. Richard J. Fernandez, Director
Nankin Transit Commission
37137 Marquette
Westland, MI 48185

Dear Mr. Fernandez:

Attached please find the resolution approving the withdrawal of Canton Township from the Interlocal Agency Agreement as requested in your letter dated August 11, 1995. The Board of Trustees adopted the resolution at its meeting of August 22 1995.

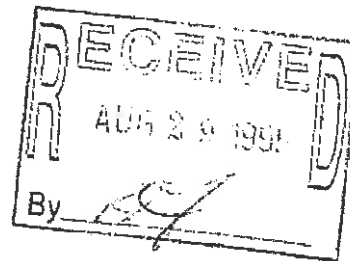
If you have any questions regarding the above, please do not hesitate in contacting me at 397-5367.

Sincerely,

Terry G. Bennett
Clerk

TGB/clr

Enc





CHARTER TOWNSHIP OF CANTON

RESOLUTION TO AMEND THE INTERLOCAL AGENCY AGREEMENT TO PROVIDE A TRANSIT SYSTEM FOR THE CHARTER TOWNSHIP OF CANTON AND THE CITIES OF GARDEN CITY, INKSTER, WAYNE AND WESTLAND TO PROVIDE FOR THE WITHDRAWAL OF THE CHARTER TOWNSHIP OF CANTON

IT IS HEREBY RESOLVED that the Charter Township of Canton agrees to amend the Interlocal Agency Agreement to Provide a Transit System for the Charter Township of Canton and the Cities of Garden City, Inkster, Wayne and Westland to allow the Charter Township of Canton to withdraw from participation from same effective July 31, 1995, in accordance with the terms and conditions set forth in this Resolution.

IT IS FURTHER RESOLVED that the title of the Interlocal Agency Agreement to Provide a Transit System for the Charter Township of Canton and the Cities of Garden City, Inkster, Wayne and Westland shall be amended to eliminate the Charter Township of Canton from the Agreement.

IT IS FURTHER RESOLVED that any and all references to the Charter Township of Canton shall be deleted from the Interlocal Agency Agreement in accordance with this Resolution.

IT IS FURTHER RESOLVED that Article V, Section 3 of the Interlocal Agency Agreement shall be amended to provide that a quorum for purposes of conducting business shall be constituted by the presence of at least four (4) board members representing at least two (2) of the participating units at any regular or special Board Meeting.

IT IS FURTHER RESOLVED that in the event funding by the participating political units for the operation of the transit system in excess of funds provided to the Commission by SMART may become necessary, said funds shall be contributed by the remaining political units in the same manner as set forth in Article VII, Section 2 of the Interlocal Agency Agreement.

IT IS FURTHER RESOLVED that the Charter Township of Canton shall remain liable for its proportionate share of any and all debts and/or liabilities to SMART which were incurred and/or arose prior to July 31, 1995; the Charter Township of Canton's liability shall be limited to the amount of the percentage Canton Township paid towards the local subsidy at the time that each debt was incurred. The same formula shall be utilized when apportioning any refund Canton Township may be entitled to resulting from its period of participation in the Interlocal Agency Agreement.

MOTION: Bennett

SUPPORT: Kirchgatter

AYES: Bennett, Burdziak, Kirchgatter, LaJoy, McLaughlin, Shefferly and Yack

NAYS: None

ABSENT: None

DATE: August 22, 1995

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Canton, County of Wayne, State of Michigan, at a Regular meeting held on the 22nd day of August, 1995, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

8/25/95

Date

Terry G. Bennett

Terry G. Bennett, Clerk

Charter Township of Canton