



INKSTER CITY COUNCIL

August 19, 2019

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

August 19, 2019
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

4. Public Hearing

5. Consent Agenda

- A. August 5, 2019 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

8. Ordinance(s)

- A. First Reading(s)

- B. Second Reading(s)

9. New Business

- A. Discussion/Action: (Jerome Bivins) Consideration and approval authorizing Administration approval of a contract for Concrete and Turf Restoration with Century Cement to repair city property after water main breaks and minor roads work for an initial term of three (3) years, with three options to renew the contract one year at a time. The contract bid was \$187,000.00, we are asking for a not to exceeded \$250,000.00.

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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

August 5, 2019
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, August 5, 2019.

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

- A. Agenda Discussion
- B. All City Garage Sale

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm 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 Chisholm adjourn the closed Executive Session at 7:30 p.m. Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:46 p.m.

Pledge of Allegiance

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

Prayer

Prayer was led by Pastor Rudolph

Roll Call

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

Approval of Agenda

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve the agenda with the addition of item "A" under Presentations and the deletion of item "F" under New Business.
Resolution 8-19-129R - Motion carried.

Presentations/Discussion

- A. Presentation to local businesses for sponsorship of Police Officer – William Riley, Police Chief

Public Hearings

Consent Agenda

- A. July 15, 2019 Regular City Council Meeting Minutes.
- B. Allen Brother's and Attorney's PLLC Invoice \$ 34,117.25

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve the Consent Agenda.
Resolution 8-19-130R – 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: (City Council) Consideration and approval of a city-wide garage sale on August 23rd, 24th, and the 25th, 2019 in the old courthouse parking lot.

Moved by Councilmember Howard, Seconded by Councilmember Chisholm to approve of a city-wide garage sale on August 23rd, 24th, and the 25th, 2019 in the old courthouse parking lot. Parties are to secure insurance naming the City of Inkster as additionally insured and secure garage sale permits thru the City Clerk.

Resolution 8-19-131R– Motion carried.

- B. Discussion/Action: (Felicia Rutledge) Consideration and approval for a street closure request of Moore Street between Chestnut/Beech Streets on August 24, 2019 for a Block Party from 10:00 a.m. until 10:00 p.m. (applicant: Anthony Booker)

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve for a street closure request of Moore Street between Chestnut/Beech Streets on August 24, 2019 for a Block Party from 10:00 a.m. until 10:00 p.m. (applicant: Anthony Booker)

Resolution 8-19-132R– Motion carried.

- C. Discussion/Action: (William Ratliff) Consideration and approval for a street closure of Bayhan Street between S of Kean and Trowbridge Streets August 6, 2019 for the Police Departments National Night Out from 12:00 p.m. until 9:30 p.m.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve for a street closure of Bayhan Street between S of Kean and Trowbridge Streets August 6, 2019 for the Police Departments National Night Out from 12:00 p.m. until 9:30 p.m.

Resolution 8-19-133R– Motion carried.

- D. Discussion/Action: (Kaitlyn Hines) Consideration and approval of a contract with LandUSEUSA to complete a Residential Target Market Analysis for the City of Inkster

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve of a contract with LandUSEUSA to complete a Residential Target Market Analysis for the City of Inkster Resolution 8-19-134R– Motion carried.

- E. Discussion/Action: (Kaitlyn Hines) Consideration and approval of a Special Land Use (SLU 18-31) for a proposed Clothing Recycling Wholesale and Warehouse Facility to be located in an existing building at 3000 Middlebelt in the B-3, General Business District per the recommendation of the Planning Commission. Abdul Saleh is the applicant.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve a Special Land Use (SLU 18-31) for a proposed Clothing Recycling Wholesale and Warehouse Facility to be located in an existing building at 3000 Middlebelt in the B-3, General Business District per the recommendation of the Planning Commission. Abdul Saleh is the applicant. Resolution 8-19-135R– Motion carried.

- ~~F. Discussion/Action: (Jerome Bivins) Consideration and approval authorizing Administration approval of a contract for Concrete and Turf Restoration with Century Cement to repair city property after water main breaks and minor roads work for an initial term of three (3) years, with three options to renew the contract one year at a time. The contract bid was \$187,000.00, we are asking for a not to exceeded \$250,000.00~~ **REMOVED**

Public Participation

- **Representative Congresswoman Rashida Talib Office** – Announced hours for the Congresswoman at city hall.
- **Mary McClendon** – Asked residents to get out and vote in the City of Inkster Primary. She further announced Cruising Hines Park.
- **Robert Johnson** – Had Habitat for Humanity concerns with the water bill.
- **Ofc. Lebo** – Announced National Night Out on August 6, 2019, Coffee with a Cop on August 21, 2019 at Oak Street Health and Movie Night on August 30, 2019.
- **Pastor Rudolph of Smith Chapel Church** – Had concerns about a tax assessment on a home that is deemed a 5013C.
- **Gabe Henderson** – Stated that a new water valve is needed at the Recreation complex.
- **Dino Vann, Jr. of STEAP** – Announced STEAP's skilled trade program on Friday's from 5:30 p.m. until 8:30 p.m. He further announced Young Builder's Camp on Monday, Tuesday and Wednesday's from 4:00 p.m. until 7:00 p.m.
- **Lucy Byrd** – Announced the Adventist Services Health Fair on August 18, 2019 at American International from 12:00 p.m. until 4:00 p.m.
- **Craig Kobylka** – Thanked DPS Director, Jerome Bivins for being proactive with the residents regarding the John Daly Road Restoration.
- **Will Miller** - Stated there was a dumpster on Beechnut at a home that needed to be looked into.
- **Michael Wells** – Asked residents to support the library millage.

City Clerk

- Announced the City of Inkster August 6, 2019 Primary.

City Treasurer

Mayor and Council

- **Councilman Oden** – Stated there are issues going on at the Sunoco gas station.
- **Councilwoman Watley** –_Thanked Police Chief Riley and Assistant Police Chief Ratliff regarding an issue with a resident.
- **Councilman Chisholm** –_Stated that street sweeping was delayed due to weather. He further announced the Elder Abuse meeting being held on August 26, 2019 at the Recreation Complex.
- **Mayor Pro-Tem Williams** –Asked about homes that are being over assessed for taxes. Ask residents to get out and vote for the in the Primary election.
- **Mayor Nolen** –_Stated he attended the AKA sponsored art program. He announced the Medical Marijuana Social Equity Forum being presented the State of Michigan and LARA. He further announced the Census 2020 Kick-Off concert on August 17, 2019.

Adjournment

There being no further business to come before Council, on a motion duly made
By Councilmember Howard, Seconded by Mayor Pro-Tem Williams and carried,
the Regular Council meeting of August 5, 2019 was adjourned at 8:42 p.m.



Felicia Rutledge, City Clerk
City of Inkster

August 19, 2019

CITY OF INKSTER
Boards & Commissions

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

AGING COMMISSION

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

2 Year Term

9 Members

Ordinances: 414,457 & 508

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

Tenure

Rochelle Wells

Exp. 8/06/20

Doris Horne

Exp. 08/06/20

Henry Wade

Exp. 08/06/20

Toni Bailey

Exp. 07/15/21

Roosevelt Stubbs

Exp. 04/15/2021

Gabe Henderson

Exp. 08/06/20

Jean Liddell

Exp. 08/06/20

Iris Long

Exp. 01/17/20

June Patter son

Exp. 01/17/20

Debra Owens

Exp. 05/21/20

Chuck Coleman

Exp. 08/20/20

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

Ned Sanders

Exp. 02/04/20

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey

Exp. 07/16/20

Kathleen Gibbs

Exp. 02/06/19

Gabe Henderson

Exp. 02/18/21

Avis Love

Exp. 11/6/19

George Williams

Exp. 11/6/19

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

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Vacant

Vacant

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BUILDING AUTHORITY COMMISSION - *Inactive*

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
Hersey Bryant, (C)
Horace Wells

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

CABLE TELEVISION COMMISSION

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

3 Year Term

9 Members

Ordinances 593 and 609

Vacant

Troy Seaton Dist. 1
~~Leon Houston~~ Dist. 2
Vacant Dist. 3
Octavia Smith Dist. 4
Thelma Jean Overman Dist. 5
Connie R. Mitchell Dist. 6
Sandra Watley **Mayoral**
Steven Chisholm At-Large

Ex. Officio

Exp. 01/17/20
~~Exp. Served Notice; Returned~~
Exp.
Exp. 07/03/20
Exp. 02/06/20
Exp. 02/04/22
Exp. 01/03/20
Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

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

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

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Mark Minch (Building Contractor)
Deborah Owens (General Member)
Guy Borrusch General Member)
Dorsey Williams (Contractor)
James Garrett (Engineer)
Charles Rizzon (Alternate)

Exp. 9/19 (1 Year Term)
Exp. 9/19 (2 Year Term)
Exp. 9/19 (2 Year Term)
Exp. 9/20 (3 Year Term)
Exp. 9/20 (3 Year Term)
Exp. 12/19

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Shirley Hankerson		Exp. 12/21
Yvette Brock		Exp. 12/21
Charles Rizzo		Exp. 12/21
Rebecca Daniels		Exp. 02/22
Tom Michelini		Exp. 04/19
– Building Inspector		

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 8:00 p.m. City Hall Council Chambers]

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Connie R. Mitchell		Tenure
Martha Theis		Exp. 12/17/22
Angela Dodson		Exp. 02/19/22
Cynthia Adams (Secretary)		Exp. 12/17/22 – RESIGNED
Brittini Abiola (Vice Chair)		Exp. 05/18/19 – RESIGNED
Peter Cimeot		Exp. 01/21/18
Akindede Akinyemi (Chair)		Exp. 02/16/19 – RESIGNED
Val Ogbonaya		Exp. 07/20/19 – RESIGNED
Winston Wade		Exp. 07/17/21
Rerhi Onomake (Treasurer)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19
Clarence Oden		Exp. 7/1/23

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

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

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21 – RESIGNED
Akindede Akinyemi		Exp. 05/18/21 – RESIGNED
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)	12/20
LaGina Washington (Mayor and Council appointee)	12/22

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. 03/24
Mable Stroman	Exp. 3/22
Ellis Clifton	Exp. 3/19
DaSalla Scott	Exp. 9/20 (Resident Housing)
George Williams	Exp. 10/19

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
Gabe Henderson	Dist. ???	Exp. 08/20/20

LIBRARY BOARD 4 year term

Michael Wells	Exp. 2019
Akindede 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
Brittni 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	

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Sandra K. Watley
Velma Overman

City Council Rep
Board of Trustee Rep

Exp. 12/18

WATER REVIEW COMMITTEE

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

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Williams	App. 02/04/13
Marcus Hendricks	App. 02/18/13
Dennis Welsio	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

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

3 Year Term 7 Members State Law and Ordinance 277

Ruth E. Williams	Dist. 1	Exp. 02/15/19
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 04/03/20
James Cross	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs (S)	Dist. 4	Exp. 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
Teresa Patton		Exp. 08/06/21
Mac Willis		Exp. 11/05/21
Dorsey Williams		Exp. 07/1/22

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit [Jefferson Barns Community CTR. 32150 Dorsey Westland, MI. 48186]

Mayor Pro-Tem Timothy Williams	Exp. Tenure
Denise Champagne, Community Appointee	Exp. (Appointed in 2009)

2015 Community Development Block Grant Advisory Council (CDBG)

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

Timothy Williams, Council Appointee	Exp. Tenure
Clarence Oden (Alternate)	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
Ernst Abilio	Exp. 06/06/22-RESIGNED
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

August 19, 2019

Winnie Nwankwo

Exp. 05/18/21

Akidele Akinyemi

Exp. 05/18/21-RESIGNED

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

Vacant

Exp. 11/6/20

NOTES:

Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

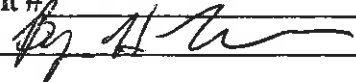
Date: July 30, 2019

From: Jerome Bivins, DPS Director Date for Council's Consideration: August 19, 2019

ACTION REQUESTED: Consider authorizing Administration approval of a contract for Concrete and Turf Restoration with Century Cement to repair city property after water main breaks and minor roads work for an initial term of three (3) years, with three options to renew the contract one year at a time. The contract bid was \$187,000.00, we are asking for a not to exceeded \$250,000.00

Current Action ☒ X Emergency ☐ Future ☐

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

Mayor's Approval 

BACKGROUND:

The Department of Public Services has repaired several water main breaks throughout the City in the past year. As a staff we have done temporary repairs at these locations. As a result of the of the work load, we have bid this work out in the past and would like to continue with this process to assure that the residents' properties are restored in a timely fashion. Attached is the bid tabulation sheet which competitive bid process was utilized.

SCOPE OF SERVICES:

To provide contractor service to concrete and turf restoration city wide.

JUSTIFICATION:

The DPS is in need of assistance from a contractor to complete the repair work at properties around the City following repairs due to water main breaks and sink holes.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

Contract price \$187,000.00 not to exceeded \$250,000.00

PROJECTED TIME TABLE:

Upon approval from this body and the sign of the contract

RESOLUTION:

Authorization is hereby given to Administration approval of a contract for Concrete and Turf Restoration with Century Cement to repair properties city wide from water main breaks and minor roads work for an initial term of three (3) years, with three options to renew the contract one year at a time. The contract bid was \$187,000.00, we are asking for a not to exceeded \$250,000.00.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

CONTRACT FOR CONCRETE AND TURF RESTORATION

RECITALS:

WHEREAS, the City has issued a Request for Bids to provide concrete and turf restoration services to the City;

WHEREAS, Century Cement Company, Inc. has submitted the winning bid for concrete and turf restoration services; and

WHEREAS, the Parties desire to enter into a contract stating the terms and conditions under which Century Cement Company, Inc. will provide concrete and turf restoration services to the City.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the City and Contractor agree as follows:

ARTICLE I - PARTIES TO AGREEMENT:

This agreement is entered on August 7, 2019 between the City of Inkster, through the Department of Public Services, hereinafter referred to as "City", and Century Cement Company, Inc., hereinafter referred to as "Contractor", with its principal offices located at 12600 Sibley Road, Riverview, MI 48193. This Agreement supersedes and replaces the form agreement posted in the Request for Proposals, noted as "Part II – Contract Forms," located at pages AG-1 through AG-5, inclusive.

ARTICLE II – TERM

The term of this Contract shall be from August 7, 2019 to June 30, 2022. The City has the option to renew the Contract for an additional three one-year extensions beginning July 1, 2022 through June 30, 2023; July 1, 2023 through June 30, 2024; and July 1, 2024 through June 30, 2025. The City must provide written notice, signed by the Mayor, or his or her designee, to the Contractor of its intent to exercise its option for an extension no later than April 30 prior to the end of the then current extension.

The first of every month the DPS Director will provide the contractor with a list of repairs that will need to be completed by the end of that month. If the contractor fails to make the repairs the DPS Director may have another contractor complete the work. Any additional costs for the replacement contractor will be borne by the Contractor. Any retainage will be held until the final payment is approved by the DPS Director and will be used to guarantee the contractor completes the work in a timely manner and to ensure the quality of the work. If the DPS Director deems the contractor is not performing the work in a timely manner the retainage will be used to defray any extra cost incurred to bring on a second contractor to complete the work. All work shall be completed no later than 30 days

from date of assignment by the Department of Public Services. Note: All concrete is to meet City of Inkster specifications. Hook or J-bolts are to be used in any road sections.

ARTICLE III - WORK TO BE PERFORMED (Scope of Work):

The City hereby contracts with the Contractor, and except as otherwise provided herein, the Contractor agrees to provide and furnish all labor, material, tools, equipment, supervision and services necessary to properly execute and complete the work. The work shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid specifications and the Contractor's bid, all of which are attached as exhibits to this Agreement. The work of this contract will commence no later than August 7, 2019 and shall be completed according to the schedules specified in the City's Request for Bids. Otherwise the Contractor will be subject to liquidated damages in the amount of Five Hundred (\$500.00) dollars per day.

ARTICLE IV- TERMS INCORPORATED BY REFERENCE

This agreement incorporates the City's request for bids, the City's bid specifications, conditions and obligations, and the Contractor's bid as submitted by reference. Contractor shall be bound by the terms of the Agreement between City and Contractor and all Documents incorporated therein. In the event that there is a conflict between any of these documents and/or the general terms and conditions contained in this Agreement, the terms and conditions contained herein shall govern. The specific documents are attached as the following exhibits:

- Exhibit A: Requests for Proposals, and Special Instructions to Bidders
- Exhibit B: Century Cement response to proposal and award letter
- Exhibit C: General Conditions
- Exhibit D: Standard Notes and Specifications
- Exhibit E: Special Provisions
- Exhibit F: Measure & Method of Payment
- Exhibit G: Summary of Quantities and Locations

ARTICLE V - COMPENSATION:

Contractor agrees that the quoted prices set forth in its bid shall be the unit prices used to compensate Contractor even though work is to be done during the term of this agreement unless modified in accordance with Article VII herein. The schedule of prices is located in Exhibit 2 to this Agreement. Prices for all work after June 30, 2020 will be negotiated in good faith and apply on an annual basis during the duration of the contract.

ARTICLE VI - PAYMENTS:

A) **INVOICES** - The Contractor will be paid on a regular basis, no later than forty-five (45) days after receipt of proper invoices, certifications, and/or progress reports. All invoices shall be detailed to state personal names with occupations, hours worked on specific tasks, and rate per hour.

B) **PAYMENT** - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed, subject to 10% being withheld pending final completion and acceptance of the work.

C) **FINAL PAYMENT** - A final payment consisting of the unpaid balance of the contract price shall be made within ten (10) days after the following occurs: (a) full completion of the work by contractor, (b) final acceptance of the work by City.

ARTICLE VII - SPECIAL REQUIREMENTS:

A) **SCHEDULE** - Time is the essence of this Agreement. Contractor agrees to commence work under this Agreement after a pre-commencement meeting has been held and to punctually and diligently perform all parts of its work.

If the contractor is behind in the work hereunder, fails or refuses to supply sufficient workmen, or to deliver materials, services or equipment on schedule, and delays progress of the work; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete its work in accordance with the Progress Schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the contractor is to reimburse City for all costs associated with contractor's delay including any liquidated damages assessed against City.

ARTICLE VIII - CHANGES:

A) **Definitions- Change Order:** A written order signed and issued by the City Manager, directing the Contractor to make changes to the Scope of Work/Services Article of this Agreement.

Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement accomplished by mutual action of the parties to the Agreement.

B) The City may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with

- Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any agreed upon change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other costs of any nature.
 - D) No action, conduct, omission, prior failure or course of dealing by the City shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the City and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE IX - SUBLETTING - ASSIGNMENT:

No part of this order, nor any interest or monies due therein, may be assigned, sublet or transferred without the City's written consent and/or approval of the assignment. Contractor is liable to City for all acts and omissions of its subcontractors, assignees or transferees.

ARTICLE X - TERMINATION:

City shall have the right to terminate this contract with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to anticipated profits.

ARTICLE XI - INDEMNITY AND RESPONSIBILITY:

Contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with Contractor's performance under this Contract and anything done thereunder.

B) To protect, hold free and harmless defend and indemnify City including its including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage resulting solely from the performance of the Contractor. This indemnification

agreement shall extend to all claims of this contract asserted after termination, for whatever reason.

C) To warrant and guarantee the work and materials covered by this contract and agrees to make good, at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected resulting from the Contractor's work. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.

D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.

E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which Contractor in this Agreement agrees to indemnify and save harmless the City.

City must notify Contractor and permit Contractor to meaningfully participate in resolving any claims or disputes for which Contractor may bear liability under this indemnification provision.

ARTICLE XII - CLEAN-UP:

Contractor shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor account for all cost plus a 10% mark-up for overhead and profit.

ARTICLE XIII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XV- DEFAULT:

A) If the Contractor:

- 1) fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule as it may be modified;
- 2) causes stoppage or delay of, or interference with the project;
- 3) fails to promptly pay its subcontractors (if applicable), laborers, suppliers, materialmen and/or employees for work on the project;
- 4) fails to pay worker's compensation or other employee benefits, withholding or any other taxes;

- 5) fails to comply with the safety provisions of this Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- 6) makes unauthorized changes in supervisory personnel;
- 7) fails in the performance or observance of any of the provisions of this contract;
- 8) a) files a voluntary petition in bankruptcy or is adjudicated insolvent;
b) obtains an order for relief under Section 301 of the Bankruptcy Code;
c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver or liquidator of any of its assets or property;
e) makes an assignment for the benefit of creditors; or
f) makes an admission, in writing, of its inability to pay its debts as they became due,

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.

2) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder:

a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and

b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XVI- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to, the construction site, the Contractor shall provide a Certificate of Insurance, issued by a financially

responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.

B) Commercial General, Professional and Automobile Liability: in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by Contractor with respect to the Scope of Work/Services for the given Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.

C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.

D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

E) Bonds: The Contractor shall post all bonds required under the Request for Proposals, including performance bond, payment bond, and maintenance and guarantee bond.

ARTICLE XVII- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVIII---ARBITRATION

Contractor waives its rights to a jury trial for any dispute hereunder and instead agrees that any dispute between it and the city related in any way to this Agreement and scope of work shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association in effect at the time that the dispute arises. Venue shall be in Wayne County Michigan. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Any claim not submitted by written demand for arbitration served upon the City Clerk in accordance with the Michigan Court Rules shall be deemed waived if it is not filed within 90 days of the date on which the Contractor knew or should have known of the claim's existence.

ARTICLE XIX – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable,

shall not be effected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XX - GENERAL:

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other Agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents (i.e. RFSP), has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date first above written.

CITY OF INKSTER:

By: Byron Nolen

Its: Mayor

Dated: _____

**CENTURY CEMENT COMPANY, INC.,
CONTRACTOR:**

By:  _____

Its: ~~Contractor Secretary~~

Dated: 8/14/19

Federal Tax ID# 38-1685508

Approved By Inkster City Council:

Resolution No: _____

Dated: _____