



INKSTER CITY COUNCIL

Monday August 19, 2024
26215 Trowbridge, Inkster, MI 48141
(313) 563-9770
www.cityofinkster.com

Mayor – Byron H. Nolen
Mayor Pro Tem – Steven Chisholm, District IV

Council Members

Felicia Rutledge, District I
Freddie Bishop III, District II
Lindsay Scott, District III
Kim Howard, District V
DeArtriss Richardson, District VI

GEORGINA HOLLIDAY
CITY CLERK

TREASURER

TODD PERKINS
CITY ATTORNEY

The council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor.

Monday August 19, 2024

Orientation Session- 6:00PM

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order
 - A. Prayer
 - B. Pledge of Allegiance
 - C. Roll Call
 - D. Closed Session

Council may enter into Closed Session to discuss contract negotiations, purchase, or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).
2. Approval of Agenda
3. Presentations/Introduction of Guests/Announcements
4. Public Hearing
5. Consent Agenda

A. Approval of August 5, 2024 Regular Council Meeting Minutes

6. Boards and Commissions

7. Ordinances

1st Reading-none

2nd Reading

8. New Business

- A. Discussion/Action:** (Derek Dowdell, Community Development Director) Consider approval to accept the CMF/DNR Spark Grant for \$977, 500 to redesign and reconstruct Tyrone Wheatley Park (located on Beech Daly Road between Penn and Carlisle Streets)
- B. Discussion/Action:** (Georgina Holliday, Clerk) Consider approval for Labor Day Block Party September 1, 2024 location: 3305 Allen cross streets Beech and Chestnut; time of event: 9a-9p
- C. Discussion/Action:** (Georgina Holliday, Clerk) Consider approval for Halloween Annual block Party, date: October 26, 2024 location: 28961 Oakwood St cross streets Central and Eastern time: 5p-9p
- D. Discussion/Action:** (Georgina Holliday, Clerk) Consider approval of the Ink-Town Ryderz 6th Annual Car & Bike Show. September 1, 2024 time of event: 12p-8p; location: 3650 Middlebelt Rd.
- E. Discussion/Action:** (Georgina Holliday, Clerk) Consider approval of Movie Night In The Street; location: 28961 Oakwood St; date: August 31, 2024 time: 6p-11p cross street Central and Eastern

Public Participation (limit to 3 minutes)

9. City Clerk

10. City Treasurer

11. Mayor and Council Communications

12. 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).

13. Adjournment

August 5, 2024

Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, was held on August 5, 2024, in compliance with the Open Meetings Act.

Prior to the Regular Council Meeting: City Council members discussed: The Agenda.

Call Meeting to Order

Mayor Byron Nolen called the meeting to order at 7:00pm

Prayer

Prayer was led by Paster Velma Overman

Pledge of Allegiance

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

Roll Call

Mayor Nolen	Present (Inkster, MI.)
Mayor Pro-Tem Chisholm	Present (Inkster, MI.)
Councilwoman Rutledge	Present (Inkster, MI.)
Councilman Bishop, II	Present (Inkster, MI.)
Councilwoman Scott	Present (Inkster, MI.)
Councilwoman Howard	Present (Inkster, MI)
Councilman Richardson	Present (Inkster, MI)

Approval of Agenda

**Moved by Councilwoman Howard, Seconded by Mayor Pro Tem Chisholm
to approve the agenda 08-05-24**

Resolution 08-24-195GH - Motion carried.

Presentations/Discussion:

Pastor Velma Overman-Operation Refuge hosting an Art Gala featuring Ted Ellis

Police Chief Tamika Jenkins-Introduced the new Community Relations Director Lisa Burney

Public Hearings

None

Consent Agenda

Approval of the July 15th Regular Meeting Minutes

Approval of the July 25th Special Meeting Minutes

Moved by Councilwoman Howard, Seconded by Councilwoman Rutledge

Resolution 8-24-196GH - Motion carried.

Boards and Commission

Appointed Carolyn Wilson to the Condemnation Board

**Moved by Mayor Pro Tem Chisholm Seconded by Councilwoman Rutledge-motion carried
Resolution #08-24-197GH**

Appointed Angeline Lawrence to the Parks and Rec Commission (District 4)

**Moved by Mayor Pro Tem Chisholm seconded by Councilman Bishop-motion carried
Resolution #08-24-198GH**

Appointed James A. Eberheart, Jr to the Downtown Development Authority

**Moved by Mayor Pro Tem Chisholm Seconded by Councilwoman Scott-motion carried
Resolution #08-24-199GH**

Previous Business

NA

Ordinance(s)

NA

New Business

- A. Discussion/Action-(Georgina Holliday, Clerk) Approval of street closure/block party Operations
Refuge Art Gala featuring Ted Ellis August 23rd & 24th, time: 7:30p-10pm; location 27741 Carlisle
cross streets Carlisle and Henry
Moved by Councilwoman Rutledge, Seconded by Councilwoman Scott-motion carried
Resolution #08-24-200GH**
- B. Discussion/Action-(Georgina Holliday, Clerk) Approval of the Robichaud All Class Picnic
(Robichaud Reunion) date: August 31, 2024 7a-6p place: Tyrone Wheatley Park on Penn St.
Moved by Councilman Bishop Seconded by Councilwoman Rutledge-motion carried
Resolution #08-24-201GH**
- C. Discussion/Action –Jerome Blvins, DPS Director) Approval to adopt 1 Notice of Intent
Resolution and 2 Bond Authorizing Ordinance, to provide for the acquisition, construction,
Installation, furnishing and equipping of additions and improvements to the water supply and
sewage disposal system of the city and authorize the City Clerk to publish the Notices of Intent to
issue bonds for water supply and sewage disposal system improvements
Moved by Councilwoman Rutledge Seconded by Councilman Bishop-motion carried
Resolution #08-24-202GH**
- D. Discussion/Action-(Jerome Blvins, DPS Director) Approval to adopt Ordinance to amend the
Bond Authorizing Ordinance previously adopted relative to the Clean Water State Revolving Fund
Program
Moved by Councilwoman Scott Seconded by Mayor Pro Tem Chisholm-motion carried
Resolution #08-24-203GH**

- E. **Discussion/Action:** (Derek Dowdell, Community Development Director) Consider approval of the Special Land Use for a proposed Childcare Center in the B-2, Thoroughfare Mixed Use District at 337 Inkster Rd
Moved by Councilwoman Scott Seconded by Councilwoman Rutledge-motion carried Resolution #-08-24-204GH
- F. **Discussion/Action:** (Derek Dowdell, Community Development Director) Approval to purchase 1 vacant parcel (Case #LD24-36) The parcel is located on the east side of Inkster Rd between Michigan Avenue and Norfolk Street Parcel ID 44022010023001
Moved by Mayor Pro Tem Chisholm Seconded by Councilman Bishop-motion carried Resolution #-08-24-205GH
- G. **Discussion/Action:** (Derek Dowdell, Community Development Director) Approval to purchase one vacant parcel, the parcel is located on the North side of Michigan Ave between Middlebelt Rd and Henry Ruff Parcel ID: 44011020001000 in the amount of \$100,000.00 (See attached Wayne County Records
Moved by Councilwoman Howard Seconded by Councilwoman Richardson-motion carried Resolution #-08-24-206GH

Public Participation

- ❖ **Pastor Rick Sykes Carnival Amusement Event Sept 26th-29th the Prevailing Church and TRC Community Development**
- ❖ **Elena Hall 3922 Frederick Ct her neighbor's blight, caused her to contract poison ivy and causing health problems**
- ❖ **Jason Dixon, Patrice Bridges, Kleham King Eumamah, Anthony Matin II, Jolika Dumas, Frank Woods, Yolanda Taylor Lockett all spoke on behalf of Jason Dixon on him being an asset to the city and his efforts**
- ❖ **James Richardson regarding the school debt still be on his taxes, how is this going to be resolved**
- ❖ **Peggy Bishop Lucas Inkster Chamber 60th Birthday Party at Bliss Center November 22nd 6p-9p tickets are \$50 In advance Souvenir Journal Booklet**
- ❖ **Dr. Sherlita Jones spoke on voting myths and facts. 8/24 voter engagement kickoff Candidate forum 9/19 6-8 9/17 Canvassing in the community and Sept Movie and Discussion of the Screening of Movie called Shirley Oct Lighter Polling Parties in Nov.**
- ❖ **Gloria Alexander 3935 Lovett when she can expect trash pickup were told by company it would return to normal, but it takes about 2-3 weeks**
- ❖ **James Eberheart, Jr-Talked about Yoga, TRE Trauma Response Exercise going to class to become a community health worker, resources for the community and how many cases against Inkster**
- ❖ **Charles Blackwell-Mayor Byron Nolen is using public office to enrich himself and his friends, Steven Chisholm, Felicia Rutledge and Freddie Bishop helps Byron Nolen to carry these schemes out. Citizens should be alarmed**

City Clerk

Early Voting 7/27-8/4 at City Hall Gearing up for it.

City Treasurer

No comment

Mayor and Council

- **Councilwoman Richardson** – No comment
- **Councilwoman Scott** – Shop Inkster
- **Mayor Pro-Tem Chisholm**-If anyone still needs assistance on signing up to CODE RED, he is available.
- **Councilwoman Rutledge** – Inkster Cobras Annual Picnic and Backpack giveaway, Sunday 8/11 in Inkster Park
- **Mayor Nolen** -Shared condolences for an Inkster resident on the loss of his father and the City attorney Justin Andrews on his bereavement.
- **Councilwoman Howard**- No comment
- **Councilman Bishop**-No comment

Closed Session

Moved by Councilwoman Rutledge Seconded by Councilman Bishop to come out of closed session at 6:58p

Adjournment

There being no further business to come before Council, on a motion duly made.
by Councilwoman Scott, Seconded by Councilman Bishop and carried, to conclude
the Regular City Council meeting of Monday, August 5, 2024 at 8:05p



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

Sabrina Lawrence, Director

Tenure

- (Ex-Officio Member)

Rochelle Wells

Exp. 07/30/24

Rosie Allen Thompson

Exp. 07/30/24

Ruth E. Williams

Exp. 04/09/26

Tim Williams

Exp. 12/04/25

Antonio Edmonds

Exp. 05/10/26

Gabe Henderson

Exp. 07/30/24

Jean Liddell

Exp. 07/06/24

Debra Owens

Exp. 07/30/24

Chuck Coleman

Exp. 07/30/24

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. 03/08/25

Lenoria Warmack

Exp. 03/08/25

Ned Sanders (Alternate)

Exp. 03/08/25

Peggy Bishop

Exp. 03/08/25

BEAUTIFICATION COMMITTEE

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

2 Year Term

Vacant

Vacant

Gabe Henderson

Exp. 03/15/25

Vacant

Vacant

Lenoria Warmack

Exp. 10/31/24

Dennard Shaw

Exp. 04/29/26

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Christine Day

Exp. 08/30/24

Bernice Skeen

Exp. 08/30/24

LeWanna Abney-Mitchell

Exp. 07/27/24

Rory Malley

Exp. 07/01/25

Vacant

Vacant

BUILDING AUTHORITY COMMISSION - INACTIVE

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

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

Ex. Officio

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

(Mayoral)

Vacant

(At-Large)

Vacant

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Vacant

Vacant - (Employee Representative)

Vacant (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Buccilli Group-Building Contractor

Exp. Tenure

Carolyn Wilson

Vacant (General Member)

Vacant (Contractor)

Vacant (Engineer)

Vacant (Alternate)

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term

3 Members

Ordinance

Vacant Inspector

Exp. Tenure

Vacant

Vacant

Vacant

Vacant

Vacant

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
Ashley Williams		Exp. 03/13/28
Antonio Edmonds		Exp. 05/10/28
Ava Lindsey		Exp. 06/03/28
Gina Allen		Exp. 06/13/28
Sonya Jennings		Exp. 06/13/28
Randa Davis		Exp. 06/13/28
James A. Eberheart, Jr		Exp. 08/12/28
Rerhi Onomake		Exp. 06/01/27

Vacant

Vacant

Vacant

Vacant

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

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

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Vacant		
Octavia Smith		Exp. 10/21/25
Angela Dotson		Exp. 10/21/25

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

ELECTRICAL EXAMINING BOARD-INACTIVE

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

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1

4 Year Term	
Council Member (most votes)	Kim Howard
City Attorney-Todd Perkins	Tenure
City Clerk-Georgina Holliday	Tenure
Juan Bradford	12/27
Ruth E. Williams	12/28

GRANT WRITING COMMITTEE

Meetings to be held at City Hall-Resolution #04-24-99GH

City Liaison	Tenure
Councilwoman Scott	Tenure
Councilwoman Rutledge	Tenure
Ashley Williams	3 year
Resident	3 year
Resident	3 year

HOUSING AND REDEVELOPMENT

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

5 Year Term

5 Members

State Law and Ordinance 99

Will Miller

Exp. 02/25

Mable Stroman, Treasurer

Exp. 03/27

Evonne Moore, Vice Chair

Exp. 09/26 (Resident Housing)

Victor Wheeler, Member

Exp. 05/24

James Thomas

Exp. 01/27

Gregory Gillette

Exp. 08/27

INKSTER HISTORICAL COMMISSION

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

2 Year Term

7 Members

State Law and Ordinance 196

Vacant Dist. 1

Vacant Dist. 2

Ruth E. Williams Dist. 3

Exp. 02/06/25

Vacant Dist. 4

Vacant Dist. 5

Jean Liddell Dist. 6

Exp. 03/19/26

Vacant

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

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

2 Year Term

7 Members

Ordinance: 603

Vacant Dist 1

Vacant Dist. 2

Vacant Dist. 3

Vacant Dist. 4

Vacant Dist. 5

Vacant Dist. 6

Vacant Mayoral

LOCAL OFFICERS COMPENSATION COMMISSION

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

7 Year Term

7 Members

State Law and Ordinance 409

Aaron Sims

Exp. 04/05/2031

Connie Mitchell

Exp. 04/04/2031

Tavan Hall

Exp. 04/08/2031

Will Miller

Exp. 04/05/2031

Dai-Jaya Rose

Exp. 05/10/2031

Courtney Owens

Exp. 12/16/2026

Vacant

PARKS AND RECREATION COMMISSION

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

2 Year Term

9 Members

Ordinances: 493 & 551

Walter Johnson	Dist. 1	Exp. 03/01/2025
Shirley Hankerson	Dist. 2	Exp. 06/30/2025
Khalidah Muhammad	Dist. 3	Exp. 04/05/2025
Angeline Lawrence	Dist. 4	Exp. 08/13/2025
Vacant	Dist. 5	
Rory S. Malley	Dist. 6	Exp. 09/01/2025
Ashwanna Butts	Mayoral	Exp. 03/13/2026
S. Anthony Dooley	Mayoral	Exp. 05/10/2026
Judy Street	Council	Exp. 12/18/2025

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term 6 Members

Vacant	Dist. 1
Vacant	Dist. 2
Vacant	Dist. 3
Vacant	Dist. 4
Vacant	Dist. 5
Vacant	Dist. 6
Vacant	Mayoral

PLANNING COMMISSION

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

3 Year Term	9 Members	State Law and Ordinance 33
Byron H. Nolen (Mayor)		Tenure
Darryl Davis (City Appointee)		Exp. 12/19/26
Tonia Williams, (Vice Chair)		Exp. 12/19/26
Mack Willis		Exp. 12/19/26
Ashley Williams, (Recording Secretary)		Exp. 12/19/26
Norma McDaniel		Exp. 12/19/26
Steven Chisholm (Chair)		Exp. 12/19/26
Sheryl Hayes-Bradford		Exp. 09/30/25
Tavan Hall		Exp. 08/30/25

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
Juan Bradford	Mayoral	Exp.
Corey Snyder	Police Rep	Exp. 03/18/26
Jason Kay	Fire Rep	Exp. 03/18/26
Vacant	(City Council Rep)	
Velma Overman	Board of Trustee Rep	

WATER REVIEW COMMITTEE- INACTIVE

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

Vacant
Vacant
Vacant
Vacant
Vacant
Vacant
Vacant

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
Norma McDaniel	Dist. 1	Exp. 03/21/27
Ruth E. Williams	Dist. 2	Exp. 03/28/27
Ava Lindsey	Dist. 3	Exp. 06/03/27
Kimberely Johnson	Dist. 4	Exp. 03/21/27
Vanola Williams	Dist. 5	Exp. 03/21/27
Rebecca Daniels	Dist. 6	Exp. 03/19/27
Patrice Patton (At-Large)		Exp. 03/21/27

Nankin Transit

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

Byron Nolen, Mayor - Tenure
Barbara Cooper-Mayor Appointee

2015 Community Development Block Grant Advisory Council (CDBG)

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

Council Appointee
(Alternate)

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

III

TAX INCREMENT FINANCE AUTHORITY

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

6 Year Term	13 Members	Resolution 85-8-331
Byron Nolen		Tenure
Kim Howard		Exp.09/08/26

Vacant

Vacant

Vacant

Vacant

Vacant

Kevin Harrington
Kenfentse Mandisa
Charmaine Kennedy
Jean Overman
Vijay Viruppanavar
Yolanda Lockett

Exp. 04/19/27
Exp. 04/19/27
Exp. 03/05/27
Exp. 03/05/27
Exp. 03/05/27
Exp. 09/08/26

BROWNFIELD REDEVELOPMENT AUTHORITY

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

Terms 1, 2 and 3 years Up to 9 members Resolution 02-9-458

Vacant City Council Representative

Tenure

, Treasurer

Tenure

Vacant Community

Tenure

Vacant

Vacant

NOTES:

____ Vacancies and/or Expired terms

*Has not taken the oath.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: August 13, 2024

From: Derek Dowdell
Community Development Director

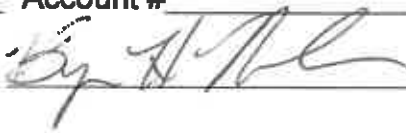
Date for Council Consideration: August 19, 2024

ACTION REQUESTED: To accept the CMF/DNR Spark Grant for \$977,500 to redesign and reconstruct Tyrone Wheatley Park (located on Beech Daly Road between Penn and Carlisle Streets).

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND INFORMATION

The City of Inkster was recently awarded \$977,500 of grant funding through the Council of Michigan Foundations (CMF) / Michigan Department of Natural Resources (DNR) Spark Grant Program partnership to update Wheatley Park, located along Beech Daly Road between Carlisle and Penn streets, in the Southeast corner of the City of Inkster. The park is well-used by the community and has not been significantly updated since the 1970s. The project would improve the existing infrastructure of the park and will also introduce some new amenities requested by the community.

SCOPE OF SERVICES

City council resolution is required by the CMF/DNR for the grant award.

PROJECT OR IMPROVEMENT TASKS

This request addresses the City Council's goal to improve and promote the image of Inkster by enhancing the quality of life, community well-being, promoting outdoor activities, and creating a vibrant green space within our neighborhoods.

COSTS

The City of Inkster was awarded \$977,500.00 for improving the existing infrastructure of Tyrone Wheatley Park and introducing new amenities to Tyrone Wheatley Park.

PROJECT TIME TABLE

The project must be completed by October 31, 2026.

RESOLUTION

Authorization is hereby given to accept the Sparks grant from the CMF/DNR for \$977,500.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

SAMPLE COMMUNITY RESOLUTION

WHEREAS, the Michigan Department of Natural Resources (the “Department”) has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF); and

WHEREAS, the State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, and in section 451 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the Department for an ARPA grant to the Council of Michigan Foundations (CMF) in the amount of \$27,500,000 (the “Grant”); and

WHEREAS, in consideration of receiving the Grant, CMF has been tasked with providing technical assistance and distribution of ARPA funding to support the expansion of access to healthy indoor and outdoor recreation opportunities in communities experiencing significant levels of health, social and economic disparities and with little or no previous parks and recreation investment with the intent of advancing transformative change for Michigan’s historically under-resourced and underrepresented communities (the “Project”); and

WHEREAS, CMF entered into a Spark Partnership Agreement (the “Partnership Agreement”) with the Department in order to receive the Grant; and

WHEREAS, this innovative partnership will help ensure community voice is centered in this work to advance equitable and transformative change for Michigan’s historically under-resources and underrepresented communities;

WHEREAS, the Partnership Agreement expressly requires that all Spark Partnership Subrecipients assume certain specific risks and responsibilities by entering a Subrecipient Grant Agreement with Grantee (CMF) in consideration of their funding; and

WHEREAS, Subrecipient has agreed to contract for, manage, and implement certain portions of the Project and CMF has committed to provide a portion of the Grant funding to the Subrecipient for those portions of the Project, subject to certain conditions being met and final Department approval.

Upon motion made by _____ [member] _____ and seconded by _____ [member] _____, the following Resolution was adopted:

RESOLVED, that the _____ [subrecipient entity] _____, Michigan, does hereby accept the terms of the Subrecipient Agreement as received from the Council of Michigan Foundations, and that the _____ [subrecipient entity] _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To authorize the sum of _____ [total subrecipient grant award amount] _____ dollars toward construction and related costs to complete the project according the Subrecipient Agreement with the Council of Michigan Foundations,

2. To maintain satisfactory financial accounts, documents, and records and to make them available to the Council of Michigan Foundations and/or the Michigan Department of Natural Resources for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Subrecipient Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____ [subrecipient entity],
Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to
the Subrecipient Agreement with the Council of Michigan Foundations, which Resolution was
adopted by the _____ [subrecipient entity] _____ at a meeting held
_____, 20____.

Signature

Title

Date

NEW ENTRY ARCH
WITH SIGN

EXISTING BUILDINGS w/ ADDITIONAL
ENTRY PLAZA

NEW PARK SIGN
NEW SPACED PLAZA

NEW LIGHTING

PENN ST.

NEW SPACED LOT

EX. COURT

OPEN LAWN

SHADE NEW PAVILION

EXISTING FENCE

REPAIRED PLAYGROUND

ADDITIONAL IMPROVED TRAILS

NEW ASPHALT PARKING LOT

REPAIR EX. INFIELD

NEW LIGHTING

NEW PARK SIGN

CARLYLE ST.

PROPOSED IMPROVEMENT PLAN
WHEATLEY PARK
BIRMINGHAM, ALABAMA 11/1/24



1" = 10' 100'

PROGRESSIVE AE

SUBRECIPIENT GRANT AGREEMENT WITH THE COUNCIL OF MICHIGAN FOUNDATIONS

THIS SUBRECIPIENT GRANT AGREEMENT is made (the "Subrecipient Agreement"), by and between **COUNCIL OF MICHIGAN FOUNDATIONS**, a Michigan nonprofit and 501(c)3 corporation ("CMF"), of 3101 E Grand Blvd, Suite 300, Detroit, Michigan 48202 and the **City of Inkster**, a Michigan municipal corporation ("Subrecipient"), of 26215 Trowbridge, Inkster, Michigan 48141.

RECITALS

WHEREAS, the Michigan Department of Natural Resources (the "Department") has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF); and

WHEREAS, the State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, and in section 451 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the Department for an ARPA grant to CMF in the amount of \$27,500,000 (the "Grant"); and

WHEREAS, in consideration of receiving the Grant, CMF has been tasked with providing technical assistance and distribution of ARPA funding to support the expansion of access to healthy indoor and outdoor recreation opportunities in communities experiencing significant levels of health, social and economic disparities and with little or no previous parks and recreation investment with the intent of advancing transformative change for Michigan's historically under-resourced and underrepresented communities (the "Project"); and

WHEREAS, CMF entered into a Spark Partnership Agreement (the "Partnership Agreement") with the Department in order to receive the Grant; and

WHEREAS, the Partnership Agreement expressly requires that all Spark Partnership Subrecipients assume certain specific risks and responsibilities by entering a Subrecipient Grant Agreement with Grantee (CMF) in consideration of their funding; and

WHEREAS, Subrecipient has agreed to contract for, manage, and implement certain portions of the Project and CMF has committed to provide a portion of the Grant funding to the Subrecipient for those portions of the Project, subject to certain conditions being met and final Department approval.

NOW, THEREFORE, in consideration of the mutual promises set forth below, Subrecipient and CMF agree as follows:

Section 1. Use of Funds Received by Subrecipient. Subrecipient agrees to use Grant funding received from CMF only in furtherance of the portions of the Project set forth on Exhibit C attached hereto, and in accordance with ARPA, the authorized purpose and terms- and conditions applicable to Subrecipient as set forth in the Partnership Agreement, which are incorporated herein by reference. The subrecipient must obtain advance written approval from CMF for budget

variances greater than fifteen percent (15 %) of any budget category (e.g. administration, permitting/design, construction, programming, equipment) as detailed in the approved schedule of costs contained herein as Exhibit C: Appendix A.

Section 2. CMF Funding. CMF agrees to provide Subrecipient Grant funding in an amount not to exceed \$977,500 for the total eligible cost of the Project set forth on Exhibit C or as mutually defined in writing by the authorized representatives of CMF (Kyle Caldwell, President & Chief Executive Officer), and Subrecipient (the designee), subject to DNR approval.

- A. Grant disbursements will be made on a reimbursable basis. However, the subrecipient may request advances.
 - Advance request amounts must be reasonable and necessary for the success of the project and only include what will be spent in the current State of Michigan fiscal year (October 1 – September 30). The entire advance amount must be earned and documented on a reimbursement request before additional payments will be made to the Subrecipient.
 - Advances may not exceed fifty percent (50%) of the approved grant amount.
 - Once an advance is fully earned, an additional advance may be requested. Advance requests must be submitted in writing. A justification for the advance amount requested is required and may only include what will be spent in the current State of Michigan fiscal year. Advances may be approved at a lower amount than requested or denied.
 - Additional advances will be made only upon CMF review and approval of documentation submitted by the Subrecipient which includes an expenditure list supported by documentation, including but not limited to copies of invoices, cancelled checks, electronic fund transfers and/or other items identified and provided by the Subrecipient.
 - Total advances and reimbursements may not exceed ninety percent (90%) of the approved grant amount prior to project completion.
- B. Final payment will be released pending satisfactory project completion as determined by CMF.
- C. Any cost overruns incurred to complete the project as outlined in Exhibit C shall be the Subrecipient's sole responsibility unless specifically approved in writing in advance by CMF.
- D. CMF specifically reserves the right to withhold payments if appropriate documentation is not provided, or required reports or submissions identified in this agreement have not been provided to CMF by the subrecipient.
- E. Subrecipient must take all necessary affirmative steps to assure that veteran-owned, minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The affirmative steps must include:
 - I. Placing qualified veteran-owned, small and minority businesses, and women's business enterprises on solicitation lists;
 - II. Assuring that veteran-owned, small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by veteran-owned, small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by veteran-owned, small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Section 2(E)(i) through E(v).
- G. Subrecipient agrees to provide supporting documents for CMF review and approval when requesting Grant funding advances.

Section 3. Subrecipient Designated Contact. The Subrecipient agrees that it shall designate one fully authorized individual as the constant primary contact for purposes of communication and accountability to CMF and the Department with regard to expenditures, accounting, reporting, contracting, and all deadlines related thereto relating to this Grant funding, as set forth in this Subrecipient Agreement and all applicable portions of the Partnership Agreement.

Section 4. Collaboration Meetings. The Subrecipient will participate in at least monthly meetings over the term of this Subrecipient Agreement to discuss at minimum the current status of projects, execution of third-party contracts, public engagement and convenings, continued equity considerations in Project implementation, ongoing planning, design and engineering, current construction activities, and project financial tracking and reporting.

Section 5. Subrecipient Deadlines. The Subrecipient expressly acknowledges and agrees that its portion of the Project, as defined within the Partnership Agreement, and pursuant to further definition and refinement as approved by CMF and the Department, must meet the following, non-negotiable deadlines: all Subrecipient funds must be obligated by December 31, 2025, and expended by September 30, 2026 (or such other deadlines as may be authorized by the Department or applicable law), (together, the "Completion Deadlines"). For the purposes of this Subrecipient Agreement, "obligated" means obligated pursuant to third party contracts. Third party contracts are considered those held with consultants, contractors, and other vendors providing supporting services and completing work within the parameters of this Subrecipient Agreement and the Partnership Agreement and do not include subrecipient grant awards.

Section 6. Recordkeeping and Audits. Subrecipient agrees to maintain and make available to CMF, the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five (5) years after final payment is made using Fiscal Recovery Fund monies. Subrecipient must adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 (or the current threshold should federal

requirements change) in Federal awards during the fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Subrecipient may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

Section 7. Federal System for Award Management. Subrecipient must register with the Federal system for Award Management (SAM) by the time of award disbursement and maintain an active SAM registration throughout the period of performance.

Section 8. Eligible Expenditures. Eligible expenditures under this Project include (a) administration, (b) planning, design, engineering, (c) Community outreach, public input, and convening, (d) construction oversight and implementation, (f) recreational programming to support activation of funded construction projects, subject to approval by CMF and the Department. Grant funds can only be used for allowable ARPA costs and require Subrecipient to comply with 2 CFR 200 and other applicable requirements.

Section 9. Ongoing Reporting, Monitoring, and Management Requirements. CMF is responsible for monitoring and overseeing Subrecipient's use of Grant funds and other activities related to the Grant funds to ensure that Subrecipient complies with statutory and regulatory requirements and the terms and conditions of the award for the duration of the obligations under the Partnership Agreement. Subrecipient hereby acknowledges and agrees to cooperate and comply fully with CMF, the Department, the assigned Monitoring Consultant(s) or their successors, if any, and all monitoring requirements, plans, and procedures that are consistent with the terms of this Subrecipient Agreement. Additionally, Subrecipient hereby acknowledges and agrees to comply with all Subrecipient Pass-through Monitoring and Management Requirements set forth in in Exhibits A & B, including but not limited those found in CFR 200.331-200.333.

Section 10. Notices. All notices and other communications to be given pursuant to this Agreement shall be given in writing and delivered personally, by first-class mail or by electronic e-mail to the appropriate party at the address or e-mail address set forth below.

If to CMF:

Randy Van Antwerp
Council of Michigan Foundations
3101 E Grand Blvd, Suite 300
Detroit, MI 48202
Email: rvanantwerp@michiganfoundations.org

If to Subrecipient:

Subrecipient contact:
Subrecipient organization: _____
Address: _____
Email: _____

Either party may change its designated address/email address by delivery of written notice of the change to the other party. Notices shall be deemed effective upon actual receipt. Actual receipt of email transmissions shall be presumed based upon the transmitting party's record that it was sent and received.

Section 11. General Provisions.

- A. This Subrecipient Agreement constitutes the entire agreement between Subrecipient and CMF and may be modified or amended in whole or in part from time to time only with the written consent of CMF and the Department as provided herein.
- B. All capitalized terms not defined in this Subrecipient Agreement or for which there is not a reference to a definition shall have such definitions as defined in CMF's Partnership Agreement with the Department.
- C. A failure by either party to give notice or insist on the immediate performance of any right that it has under this Subrecipient Agreement shall not constitute a waiver of that right or any other right hereunder.
- D. This Subrecipient Agreement shall not be assigned, transferred, or conveyed by Subrecipient without the prior written consent of CMF.

IN WITNESS WHEREOF, the parties have signed this Subrecipient Agreement as of the date shown below.

SUBRECIPIENT

Council of Michigan Foundations

SIGNED (Authorized Agent)

SIGNED (Authorized Agent)

By: _____

(Signature)

(Date)

(Signature)

(Date)

Name: _____

(Typed or Printed)

Kyle Caldwell, President & CEO

Title: _____

Employer Identification Number: 38-6007226

SIGMA Number:

SIGMA Address ID:

Unique Entity Identifier:

EXHIBIT A:

**AMERICAN RESCUE PLAN ACT LOCAL PARKS AND TRAILS GRANT AGREEMENT AND
MANAGEMENT REQUIREMENTS**

1. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map for subrecipient projects.
2. The award permits the use of SLFRF to cover indirect costs. If a subrecipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the subrecipient may use its current NICRA. Alternatively, if the subrecipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
3. The award permits the use of SLFRF to cover administrative costs: 5% of the grant award amount is allowable to be administrative costs, which are required to be reported on as project expenditures. The administrative costs are considered a project-specific expenditure.
4. The award is not for Research and Development.
5. The Eligible SLFRF expenditures under this project include:
 - a. Administration
 - b. Planning, design, and engineering
 - c. Community outreach, public input, and convening
 - d. Construction oversight and implementation
 - e. Recreational programming to support the activation of funded construction projects
6. Use of Funds Restrictions
 - a. First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.
 - b. Second, a recipient may not use SLFRF funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.
 - c. Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

7. Any funds received under the authorizing legislation for this program expended by the recipient in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined by the DEPARTMENT that a recipient receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation. All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations and the terms and conditions of the grant award.
8. US Treasury identified 83 unique expenditure requirements and each SLFRF project must be aligned to one expenditure category. For this project, the applicable expenditure category identified by the DEPARTMENT is: EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety. All expenditures must fit within the expenditure category above and be tracked accordingly.
9. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at [U.S. Department of Treasury State and Local Fiscal Recovery Funds](https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf), located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Recipients shall maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the [eCFR Uniform Guidance](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.
10. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance). In all instances, subrecipients shall review the Uniform Guidance requirements applicable to recipient's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of recipient's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (Issued April 2, 2022).
11. CMF and subrecipient shall maintain and make available to the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five

(5) years after final payment is made using Fiscal Recovery Fund monies. These record retention requirements are applicable to CMF and subrecipients. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

- general ledger and subsidiary ledgers used to account for (a) the receipt of Fiscal Recovery Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
- budget records;
- payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
- contracts and subcontracts entered into using Fiscal Recovery Fund payments and all documents related to such contracts;
- grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards;
- all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients;
- all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- all internal and external email/electronic communications related to use of SLFRF payments; and
- all investigative files and inquiry reports involving SLFRF payments.

i. CMF or the DEPARTMENT may conduct an audit of the project's financial records upon approval of the final request by CMF or DEPARTMENT financial staff. CMF or the DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

ii. Adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 in Federal awards (or the current threshold should federal requirements change) during the GRANTEE's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and their subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

iii. Adhere to Auditee Responsibilities outlined in 2 CFR 200.508. The auditee must:

- procure or otherwise arrange for the audit, if required;
- prepare appropriate financial statements, including the schedule of expenditures of Federal awards;
- promptly follow up and take corrective action of the audit findings;
- provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

iv. Final payment will be released pending satisfactory project

completion as determined by the CMF and/or the DEPARTMENT and completion of a satisfactory audit.

12. Subrecipient will:

- a. Adhere to all additional provisions which are included in this agreement regarding the SLFRF. Payments from the SLFRF may only be used to cover expenses that are responding to the public health and negative economic impacts of the pandemic (which includes several sub-categories).

Usage of these funds must comply with the federal requirements of the SLFRF. The purpose of Michigan Spark Grants is to expand access to healthy indoor and outdoor recreation opportunities in communities experiencing significant levels of health, social and economic disparities and with little or no previous parks and recreation investment with the intent of advancing transformative change for Michigan's historically under-resourced and underrepresented communities. Scope of work shall include items identified in section 5 to support the development, renovation, or redevelopment of public recreation facilities, and the provision of recreation-focused equipment and programs at public recreation spaces. Awarded grants must align with EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety and community projects with the overall intent to promote and enhance public recreation, equity, tourism, and economic development and recovery from the COVID-19 pandemic.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after October 1, 2022. **Funds must be obligated by Subrecipient into third party contracts by December 31, 2025 and expended by September 30, 2026.** Third party contracts are considered consultants, contractors and other vendors providing supporting services and completing work within the parameters of this agreement.

SLFRF is federal funding and, as such, funds from this project cannot be used to pay expenses that will be or have been reimbursed by another federal program.

Treasury's Final Rule also provides more information on important restrictions on use of SLFRF award funds:

- i. Subrecipients may not deposit SLFRF funds into a pension fund;
 - ii. Subrecipients may not use SLFRF funds as non-Federal match where prohibited;
 - iii. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that subrecipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Subrecipients should refer to Treasury's Final Rule for more information on these restrictions.
- b. Pre-award eligible expenditures are allowed in the areas outlined in Section 5 if they are directly related to the project and were incurred after October 1, 2022.
 - c. Openly advertise and see written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the subrecipient's Prime Professional.
 - d. Solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the

subrecipient's Prime Professional.

13. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the Subrecipient.
14. During the project period, the Subrecipient shall obtain prior written authorization from the CMF before adding, deleting or making a significant change to any eligible uses of funding as identified in section 5. Approval of changes is solely at the discretion of the CMF.
15. Upon breach of the Agreement by the Subrecipient, CMF or the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the Subrecipient on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Require the Subrecipient to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT; and/or
 - d. Require repayment of grant funds paid to Subrecipient; and/or
 - e. Require specific performance of the Agreement.
16. This Agreement may be canceled by the DEPARTMENT and CMF, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Subrecipient, or upon mutual agreement by the DEPARTMENT, CMF, and Subrecipient. CMF shall honor requests for just and equitable compensation to the Subrecipient for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to CMF and the CMF will no longer be liable to pay the Subrecipient for any further charges to the grant.
17. The Subrecipient agrees that the benefit to be derived by the State of Michigan from the full compliance by the Subrecipient with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The Subrecipient agrees that after final reimbursement has been made to the Subrecipient, repayment by the Subrecipient of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The Subrecipient further agrees therefore, that the appropriate remedy in the event of a breach by the Subrecipient of this Agreement after final reimbursement has been made may be the specific performance of this Agreement.
18. The Subrecipient agrees that any funds received under this grant and expended in a manner that does not comply with the American Rescue Plan Act (Public Law 117-2) and the regulations and guidance promulgated thereunder the Uniform Guidance (2 CFR 200), Michigan state law and regulations, and/or the terms and conditions of this

award, as applicable, shall be returned to CMF or the State of Michigan. Should any grant funds that are provided by the State of Michigan under this agreement found to be based on incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, all grant funds provided to the recipient shall be returned to CMF or the State of Michigan. Fiscal Recovery Funds provided by the State of Michigan must adhere to the US Department of Treasury's Interim and Final Rule, and such other federal regulations and federal guidance as may be issued regarding use of funds, eligible expenditures and proper grant administration. In accordance with the Uniform Guidance (including but not limited to, sections §200.332 and §§200.339-200.343), CMF and the State of Michigan reserve the right to monitor the recipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the grant agreement and return of funds previously provided to the recipient. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

19. The Subrecipient will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).
20. The Subrecipient agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Subrecipient further agrees that any subcontract shall contain non-discrimination provisions that are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
21. The CMF and/or the DEPARTMENT shall terminate this Agreement and recover grant funds paid if the Subrecipient or any subcontractor, manufacturer, or supplier of the Subrecipient appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
22. The Subrecipient may not assign or transfer any interest in this Agreement without prior written authorization of the CMF except as otherwise provided in this Agreement.
23. The rights of the DEPARTMENT and CMF under this Agreement shall continue through and until the expiration of the twenty-year useful life period.

Exhibit A.1

CFR 200.331 – 200.333 Subrecipient Pass-through Monitoring and Management Requirements

- A. This is a subaward administered by CMF and as such the Subrecipients shall provide:**
- 1. Federal award identification including:**
 - a. Subrecipient name (which must match the name associated with its unique entity Identifier)**
 - b. Subrecipient's unique entity Identifier**
 - 2. Subrecipients are required to provide the legal descriptions of the subrecipient project areas, boundary maps of the project areas, and the development grant application bearing the number ARPA-0001 in the following manner: (i) the project area will be defined, initially, by a general overview boundary map provided by the subrecipient with the support of the project prime; and (ii) the project area will be defined, subsequently and finally, by an updated boundary map and specific legal description submitted by the subrecipient on or prior to September 30, 2026. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.**
 - 3. Subrecipients shall provide appropriate information to demonstrate closeout of the subaward. CMF shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Monitoring of the subrecipient will include:**
 - a. Reviewing financial and performance reports required by the pass-through entity.**
 - b. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.**
 - c. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.**
 - d. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.**
- B. CMF shall verify that every subrecipient is audited as required by when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.**
- C. CMF and the Department reserves the right to take enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.**

- D. Subrecipient will complete construction of the project facilities to the satisfaction of the DEPARTMENT including but not limited to the following:
1. Maintain detailed written records of the contracting processes used and submit these records to CMF and/or the DEPARTMENT.
 2. Competitively bid, and then retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the Subrecipient's Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 3. Within 180 days of execution of this Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide CMF with plans, specifications, and bid documents for the project facilities, sealed by the Subrecipient's Prime Professional.
 4. Upon CMF approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the Subrecipient's Prime Professional.
 5. Upon CMF approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the Subrecipient's Prime Professional.
 6. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 7. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients

submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

8. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT or CMF. These corrections shall be made at the Subrecipient's expense and are eligible for reimbursement at the discretion of CMF and/or the DEPARTMENT and only to the degree that the Subrecipient's prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
 9. Comply with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 10. Comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence
- E. Subrecipient will operate the project facilities for a minimum of twenty-years, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate

such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

- F. Subrecipient will provide to the DEPARTMENT upon request, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- G. Subrecipient will adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the CMF before grant funds will be released.
- H. Subrecipient will maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
- I. In the event that any subrecipient fails to abide by any provisions of this agreement or any provision contained in a grant award from CMF to the subrecipient, including but not limited to the failure to provide timely and complete reports and audits, that CMF may, assign its enforcement rights under the subaward to the DEPARTMENT.
- J. During the project period, the subrecipient shall obtain prior written authorization from CMF before adding, deleting or making a significant change to any eligible uses of subaward funding provided. Further, a subrecipient must obtain the approval of the DEPARTMENT, said approval in the sole discretion of the DEPARTMENT, for any change in an approved project. Furthermore, following project completion and within the twenty-year useful life period, the subrecipient shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change from the current recreational use of the project area.
- K. All project facilities constructed or purchased by a subrecipient shall be placed and used at the project area and solely for the purposes specified in the subrecipient application and grant agreement.
- L. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.
- M. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the subrecipient must represent that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
- N. The subrecipient shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities within the twenty-year useful life period.
- O. None of the project area nor any of the project facilities constructed by a subrecipient using subaward funds shall be wholly or partially conveyed during the twenty-year

useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the subrecipient except with the written approval and consent of the DEPARTMENT.

- P. The assistance provided to a subrecipient as a result of a subaward is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area within the twenty-year useful life period to Michigan's outdoor recreation estate, therefore:
- i. The subrecipient agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - ii. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - iii. Before completion of the project, the subrecipient and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
- Q. Should title to the project area or any portion thereof be acquired from the subrecipient by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the subrecipient agrees that the proceeds awarded to the subrecipient shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of subrecipient of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
- R. The subrecipient will acknowledge that:
- i. The subrecipient has examined the project area and that it has found the property to be safe for public use or that action will be taken by the subrecipient as part of the project to assure safe use of the property by the public, and
 - ii. The subrecipient is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the subrecipient, and
 - iii. The DEPARTMENT'S involvement in the premises is limited solely to the monitoring of the subaward to assist the subrecipient in developing the project site.
- S. The subrecipient will assure the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
- T. The subrecipient will be required to acknowledge that the subaward does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the subrecipient to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
- U. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the subrecipient to advertise, seek quotes, or incur costs for this project,

the subrecipient must provide documentation to the DEPARTMENT that indicates either:

1. It is reasonable for the subrecipient to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 2. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period prior to public use of the property, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
- V. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by CMF or the DEPARTMENT with no reimbursement made to the subrecipient.
- W. The subrecipient shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the subrecipient from claims which may arise out of or result from the subrecipient's operations under the subaward, whether performed by the subrecipient, a subcontractor or anyone directly or indirectly employed by the subrecipient, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The subrecipient shall provide evidence of such insurance to the CMF and DEPARTMENT at the request of either.
- X. Nothing in the subaward shall be construed to impose any obligation upon CMF or the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- Y. The subrecipient will represent that it will defend any suit brought against either CMF or the DEPARTMENT which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
- Z. The subrecipient is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The subrecipient is responsible for the safety of all individuals who are invitees or licensees of the premises. The subrecipient will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. CMF and the DEPARTMENT are not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
- AA. Failure by the subrecipient to comply with any of the provisions of the subaward shall constitute a material breach of the subaward and CMF may seek enforcement against the subrecipient or DEPARTMENT will seek enforcement against the subrecipient if CMF assigns its rights against the subrecipient to the DEPARTMENT.
- BB. The subrecipient shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
- CC. The subrecipient will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State

of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).

EXHIBIT B
Reporting Requirements

All notices, reports, documents, requests, actions or other communications required between the CMF and the Subrecipient shall be submitted through the CMF's online grant management system, which is currently under development unless otherwise instructed by CMF.

To be eligible for funding, the Subrecipient shall comply with all Department and CMF requirements. At a minimum, the Subrecipient shall:

- a. Subrecipient shall submit a project narrative and expenditure report every 90 days during the project period according to the following reporting schedule.

Reporting Period	Report Due Date
All activity through August 31, 2024, including any allowable pre-award costs	September 15, 2024
August 1, 2024 – November 30, 2024	December 15, 2024
November 11, 2024 – February 28, 2025	March 15, 2025
February 1, 2025 – May 31, 2025	June 15, 2025
May 1, 2025 – August 31, 2025	September 15, 2025
August 1, 2025 – November 30, 2025	December 15, 2025
November 1, 2025 – February 28, 2026	March 15, 2026
February 1, 2026 – May 31, 2026	June 15, 2026
May 1, 2026 – August 31, 2026	September 15, 2026
August 1, 2026 – November 30, 2026	December 15, 2026
November 1, 2026 – December 31, 2026	January 15, 2027

Subrecipients of Federal funds must complete financial, performance, and compliance reporting as required and outlined in the compliance and reporting guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Subrecipients shall appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, recipient must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. There are two types of reporting requirements that subrecipients must report against each quarter – project and expenditure requirements and programmatic data requirements. CMF or its agents will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category. SLFRF expenditure categories also determine the reporting requirements for the programmatic data report. This information and associated templates will be communicated to you in the reporting plan which will inform the programmatic data requirements.

- b. **Submit a complete request for final reimbursement including final reporting documents, within 90 days of project completion and no later than September 30, 2026.** If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
- c. **All funds that have not been obligated by subrecipient into third party contracts by December 31, 2025, must be returned to CMF by April 1, 2026.**

Exhibit C
Approved Project Proposal

Exhibit C includes the following components:

- 1) Approved Project Summary and Statement of Revisions
- 2) Modified Project Budget (Appendix A)
- 3) Original Grant Proposal (Appendix B).

Statement of Revisions

Funding from CMF may only be used in the furtherance of the portions of the Project set forth consistent with the City of Inkster modified project budget (Appendix A) and the attached proposal (Appendix B) including the following modifications to the Project scope.

- The subrecipient budget has been reduced from the requested amount of \$1,000,000 to \$977,500
- The following scope items have been removed from the proposal
 - Wood Bark Trail
- Additional subrecipient line items have been revised as detailed in the modified project budget (Appendix A). Revisions are noted in the variance column.

Approved Project Summary

Wheatley Park is located along Beech Daly between Carlisle and Penn streets, in the Southeast corner of the City of Inkster. The park is well used by the community and has not been significantly updated since the 1970s. The project would improve the existing infrastructure of the park and will also introduce some new amenities requested by the community.

Exhibit C:

Appendix A: Modified Project Budget

CMF DNR Spark Grant Program

Detailed Budget

Applicant - Organization: City of Inkster

Proposal Title: Whispery Park Improvements

Expense Category	Approved Spark Budget	Variance from request	Total Project Costs
PrePlanning - Do NOT include any supports provided through the prequalified TA providers.			
Total Preplanning	-	-	-
Administration			
(Capped at 5% of Total)			
<i>City Fee</i>	47,000		47,000
Total Administration	47,000	-	47,000
Project Permitting, Plan Designs and Prime Professional Oversight			
(Capped at 25% of Total)			
<i>Permitting and Design</i>	131,600		131,600
Total Permitting, Plan Designs and Prime Professional Oversight	131,600	-	131,600
Construction			
<i>Asphalt parking lots</i>	117,600		117,600
<i>Sidewalks</i>	50,000		50,000
Recreational Equipment	371,400		371,400
Wood Bark Trail and Rubber Flooring		-150,000	
<i>Signs</i>	5,000		5,000
<i>Earthwork, Foundations, Landscaping</i>	77,400		77,400
Lighting and electrical	50,000		50,000
Total Construction	671,400	(150,000)	671,400
Programming			
Total Programming	-	-	-
Equipment Directly Related to Actives Supporting Construction			
(Maintenance Equipment is not allowed)			
Total Equipment Directly Related to Actives Supporting Construction	-	-	-
Indirect Costs (Administrative Overhead)			
(Capped at 10% or a pre-negotiated rate)			
<i>Insert additional description</i>			
Total Indirect Costs (Administrative Overhead)	-	-	-
Project Contingency	127,500	127,500	127,500
Total Project Contingency	127,500	127,500	127,500
Total	977,500	(22,500)	977,500
Total Spark Grant Request			977,500
Total Matching Funds (optional)			-
Total Project Costs			977,500

Exhibit C:
Appendix B: Original Grant Proposal

Appendix B includes the City of Inkster original application to the Council of Michigan Foundations. This document is included as a reference from which scope modifications were made as summarized in the statement of revisions and modified project budget.

SPARK Application

Response ID: **2153**

Submitted Date: 2024-01-31 19:18:21

Completion Time: 41 min. 5 sec.

CMF DNR SPARK GRANT APPLICATION (Page 1 /9)

Through an innovative public-private partnership, the Council of Michigan Foundations (CMF) is working with the Michigan Department of Natural Resources (DNR) to equitably guide resources that expand access to public recreation opportunities through the Michigan Spark Grant program.

The partnership with Michigan philanthropy makes a new pathway for nearly 40 “opportunity communities” to participate in a \$25 million grant distribution process. The partnership will help limit the barriers to participation in public recreation grants by simplifying the grant review process, relying on community partners to ensure that community voice is centered in this work to advance equitable and transformative change for opportunity communities, providing equity-focused technical assistance, and ensuring opportunity communities’ capacity to be competitive, to implement their work with success, and to provide quality maintenance over time.

Due to the length of this application, you may save your progress and continue the application at a later time. To save, select the "Save my progress and resume later" check box at the top of this form, then enter your email address and create a password for your submission. You will receive an email with the link to resume your application.

As an opportunity community, we encourage you to complete and follow the application prompts. If you need additional details on application requirements and eligibility please refer to the application guidance document [\[VIEW\]](#). If you have questions regarding the application, please submit to spark@michiganfoundations.org.

Information Required When Entering Into a Grant Agreement (Page 2 /9)

As part of an equity-centered approach, CMF has sought to reduce and remove barriers to access funding for recreation investments in the opportunity communities. For example, CMF is simplifying the application process to the extent possible while also still meeting state and

federal requirements. Recognizing the limited time available in the application period, the information listed below will be collected during the contracting phase instead of this application phase to provide opportunity communities more time to collect the required documentation. Therefore, **the following information is not needed at this time but will be required of awardees at a later point in this process:**

1. Legal description(s) and site improvement boundary map.
2. Authorizing resolution from the entities' highest governing body.
3. Federally approved de minimis indirect cost rate: If an awardee already has a federally approved de minimis indirect cost rate agreement, documentation will be required.
4. Unique entity identifier (UEI) number generated by SAM.gov. Awardees must register with the Federal System for Award Management (SAM.gov) by the time of award disbursement and maintain an active SAM registration throughout the period of performance. Please note that this registration can take a significant amount of effort. Applicants are encouraged to begin their registration immediately.
5. SIGMA vendor number and SIGMA address ID: Awardees must register with the State of Michigan's vendor management system (SIGMA).

Additional information on compliance requirements is available. [\[VIEW\]](#)

Applicant Information (Page 3 /9)

Applicant - Organization —

Opportunity Community
City of Inkster

If awarded, will the grant recipient be the above local unit of government?
Yes

Street Address
26215 Trowbridge

City State Zip
Inkster MI 48141

County
Wayne

State House District State Senate District U.S. Congress District
29 1 13

Use the following link if you need to find or verify your district number(s):
<https://www.michigan.gov/micrc/mapping-process/final-maps>

Applicant - Authorized Representative -

An authorized official is someone who has the legal authority to enter the applicant entity into a contract.

First Name Last Name
Derek Dowdell

Title
Planning Director

Preferred Phone
Work

Work Phone
313-563-9760

Email
ddowdell@cityofinkster.com

Will the above Authorized Representative also be serving as Project Manager?
Yes

State of Michigan and Federal IDs --

Federal IRS Employer Identification Number (EIN)
38-6007226

The following fields are not required to complete your application, however please provide any information you do have available.

- Unique Entity Identifier (UEI)

If you do not have a Federal Unique Entity ID, you are also encouraged to start the registration process. Awardees must register with the Federal System for Award Management (SAM.gov) by the time of award disbursement and maintain an active SAM registration throughout the period of performance. Please note that this registration can take a significant amount of effort. Applicants are encouraged to begin their registration immediately.

Federal SAM Registration

Unique Entity Identifier (UEI)

State of MI SIGMA ID - - - - -

If you do not have a SIGMA ID from the state, we recommend you register with the state immediately. This will be required for a grant agreement if your application is approved.

State of Michigan - SIGMA Registration

SIGMA Vendor Number

SIGMA Address ID

Project Summary (Page 4 /9)

Proposal Title

Wheatley Park Improvements

Proposal Description

Wheatley Park is located along Beech Daly between Carlisle and Penn streets, in the Southeast corner of the City of Inkster. The park is well used by the community and has not been significantly updated since the 1970s. The project would improve the existing infrastructure of the park and will also introduce some new amenities requested by the community.

If you are submitting multiple Spark Grant applications, what is the priority for this application relative to your other submissions?

This is our only application

Is this an existing recreation asset?

Yes

Site Improvements

• New park signs on Penn Street and Carlisle Street • New sidewalk extension along Penn Street • New 35 car parking lot off Penn Street with new lighting • New 32 car parking lot off Carlisle Street with new lighting • New entry plaza at Penn entrance • Addition to existing restrooms • New 24 x 28 pavilion • New playground equipment • Reskin existing infield on baseball field

Requested Funding Amount
1000000

Site Address

Street Address of Site
26033 Penn Street

Zip County
48141 Wayne

Latitude/Longitude of the site
How to find latitude and longitude using Google Maps

Latitude Longitude
42.28398 -83.29132

Public Benefit and Anticipated Outcomes (Page 5 /9)

Benefits to Residents

The COVID-19 pandemic disproportionately impacted low-income households as well as communities of color. As a community of color and a predominantly low-income community, the City of Inkster was negatively impacted by COVID-19. Inkster bore a disproportionate burden from COVID-19 due to health disparities, essential work

roles, crowded housing, resource limitations, and the digital divide. Limited healthcare access, higher rates of underlying health conditions, and workplace exposure increased their vulnerability. Challenges included inadequate resources, lack of technology access, and language barriers, exacerbating social and economic disparities. Inkster is located in Wayne County, which is number 83 out of 83 ranked counties in Michigan on the County Health & Rankings Roadmaps. It ranks in the lowest level for health outcomes which shows how much physical and mental health people experience in a community where they live. Addressing these issues demands prioritizing health equity, expanding healthcare access, and supporting marginalized communities comprehensively, which this project will achieve. The improvements at Wheatley Park will create a high quality, multi-use space where individuals and families can come to play, visit with neighbors, and exercise. All of these uses have the potential to increase the physical and mental well-being of the families in Inkster and respond directly to the challenges exacerbated by the pandemic.

Equity-Centered Approach

Inkster's residents are historically underrepresented across the community, as they are predominantly low-income and people of color. Our approach prioritized marginalized this communities' needs and voices, ensuring accessibility and benefits for all. This involved robust community engagement, including meetings, surveys, and feedback from City staff. The City of Inkster implemented a diverse outreach strategy to engage residents effectively. We crafted an online survey, encouraging residents to share their preferences for park enhancements and suggest new amenities. Outreach methods included social media posts, city council announcements, flyers at city hall, and 1,000 mailers to park-adjacent residents. Moreover, a face-to-face meeting with resident stakeholders was held to gather additional input. Throughout the process, multiple parks were considered. The community engagement event was held after traditional work hours at the City recreation center, where children could play and participate in the survey, as well as adults. The survey was distributed both virtually and in paper form, allowing residents various means of submitting feedback. This inclusive approach aimed to capture varied perspectives and empower community voices in park development decisions.

Community Served

This park will serve a strong contingent of the population. The 2022 estimated population of Inkster was 25,527 and 29.5% of the population was under the age of 18. The per capita income of Inkster in 2022 was \$22,420. In Inkster, 35.1% of the overall population, and 53% of the population under the age of 18, is living at, or below, the poverty line. This park will provide free recreational access to community members. It will provide accessible recreational spaces for physical activity, promoting healthier lifestyles and reducing healthcare costs. By offering free or low-cost amenities like playgrounds, sports courts, and walking paths, it will foster social cohesion and community engagement, combating isolation and promoting mental well-being. The improved park will also enhance property values in surrounding areas, potentially attracting new businesses and investments, which can create job opportunities and stimulate economic growth. Additionally, the park serves as educational hubs, offering nature trails, interpretive signage, and outdoor classrooms that promote environmental stewardship and provide learning opportunities for children and adults alike. For people of color, who often face systemic barriers to accessing green spaces and recreational facilities, an updated park represents a

symbol of equity and inclusion.

Community Engagement

Progressive AE was brought in to facilitate the community engagement for this project. The community engagement strategy included an online survey, an in-person paper survey, and an in-person event. A survey was created to ask residents of the City of Inkster where they would like to see park improvements happen and which amenities they would like to see updated or added to the chosen park. Postcards were delivered to approximately 1,000 residents in the vicinity of the three parks from which residents were choosing. The City also promoted the survey on their social media pages and in email newsletters, and announced the survey at City Council meetings. The online survey was conducted from December 1, 2023 through Jan 17, 2024. There were 22 responses to the online survey, and an additional 8 responses to the in-person paper survey. An in-person event was hosted on Monday, January 8, from 5:00-7:00 PM at the Booker T. Dozier Recreation Center with approximately 30 attendees. Based on the overwhelming response to focus on Wheatley Park, Progressive AE came up with a preliminary design for the park based on the feedback gathered from the resident participants.

User Fees and Programming Costs

There will be no user fees associated with the improvements.

Accessibility

All designs will be ADA accessible. An important part of accessibility is adding a new sidewalk to the street where there currently is none, which will allow greater pedestrian traffic to the parks with a more accessible design. The parking lots will be striped to adhere to ADA standards. Additionally, park recreational equipment will incorporate universal design.

Land Ownership, Clarity of Scope and Ability to Execute (Page 6 /9)

What is/will be the applicant's type of ownership and control of the property?

The opportunity community owns the property

Upload a copy of the site control form

Spark site control Inkster.pdf

Please upload the deed

Property Owner Information - Wheatley Park - City of Inkster.png

Site Maintenance

The park is currently maintained by the City of Inkster and will continue to be maintained by the city after the improvements.

Is there any evidence of contamination within the project area?

No

Are federal, state and/or local permits required for the project?

No

Project Timeline (Page 7 /9)

We recognize that some of the referred to project timeline milestones have been completed, are ongoing or may be difficult to predict. For those items that have been completed, please indicate the date they were completed. For those items that are ongoing please identify the anticipated completion date and for those items that have not yet been started please provide your best guess estimate for completion.

Public Input

Target Completion Date
01/12/2024

Description of Activities and Timeline
Public input has been completed as part of this grant project.

Planning and Design

Target Completion Date	Description of Timeline
01/12/2024	Designs have been completed as part of this grant project.

Bidding and Contract Execution

Target Completion Date	Description of Timeline
05/31/2024	The city hopes to issue an RFP immediately after grant award, securing a contractor by May, 2024.

Construction (must be complete by 10/31/2026)

Target Completion Date	Description of Timeline
04/01/2025	We anticipate the park opening in spring, 2025, which provides time for lead times on playground equipment and park infrastructure as well as any delays due to winter conditions or other weather events.

Programming and activation

Target Completion Date	Description of Timeline
04/01/2025	Programming and activation will commence upon construction completion.

Budget (Page 8 /9)

The proposed project budget consists of three components:

1. The detailed budget form (download below)
2. Summary project budget

3. The budget narrative

The three components should complement one another and provide sufficient detail to understand the alignment of the proposed budget and the scope of work. To the extent possible, provide additional details about line-item expenses on the detailed budget form. Examples include, but are not limited to, boardwalks/walkways, railings, parking, restrooms, pavilions, playgrounds, soil erosion control, site restoration, mobilization, electrical improvements, signage, community engagement, etc. Complete the detailed project budget form [[Download Form](#)] and upload it below. The budget should cover the total project period.

Upload Completed Detailed Budget Form
Spark Detail Budget - Wheatley Park.xlsx

Summary Project Budget

Please enter the budget totals from the detailed budget form for each section below. Only includes conceptual designs, public input, public surveys and other meetings. **Do NOT include any of the supports provided through the prequalified TA providers.**

Need for project?

No

Internal activities necessary to support the oversight and implementation of the project. This category is capped at 5% of the Project Total.

Need for project? Total Cost

Yes 47000

This category is capped at 25% of the Project Total

Need for project? Total Cost

Yes 131600

Need for project? Total Cost

Yes 821400

Need for project?

No

Directly related to activities supporting the construction improvements of the project; maintenance equipment is not eligible

Need for project?

No

Project Subtotal

1000000

This program does permit the use of funds to cover indirect costs. Do you want to include indirect costs in this project?

No

Indirect Costs

0

Project Budget Total

1000000.00

Grant Amount Requested
1000000

Budget Narrative

The estimate of probable cost is based on historic data and other previous jobs that are relevant to this project within our cost estimating records. Administration will cover construction management, permitting and oversight will cover general conditions, and construction costs will cover hard costs and infrastructure to be installed.

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Thomas + Tawana Martin
Name

734 716 1419

Phone Number

3305 Allen Inkster, mi 48141
Applicant Address

tawanaclark0801@gmail.com
Email (Optional)

REQUEST:

Street To Be Closed: Allen Cross Streets: Beech / Chestnut

Date(s) To Be Closed: Sept 1, 2024

Event Hours: 9 am/pm To 9 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Labor Day Block Party

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

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

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

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

Applicant Signature: Tawana Martin

Date: 8/9/24

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire _____ DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

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

City Clerk Signature: _____ Date: _____

Street Closure/Block Party Petition

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

Allen between Beech
(Street) (Street)
and Chestnut for the date and time of 9/1/24 9a-9pm
(Street) (Event date & time)

Block Party Coordinator: Gawana Martin
(Contact Person)

Daytime Number: 734-714 1419 Evening Number: 616 834 5452

Name

Address

Teresa Harrison
Lyman Parker
Bob Jerry Dukes
William Rios
Merle Con

3233 Allen Inkster
3329 Allen Inkster
3334 Allen St Inkster
3342 Allen Inkster
3434 Allen St. Inkster

City of Inkster
26215 Trowbridge
Inkster, MI 48141



www.cityofinkster.com
Phone: 313.563.9770

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Dorlanda Garner
Name

28961 Oakwood Ink
Applicant Address

7) 673-5657
Phone Number

diems84@icloud.com
Email (Optional)

REQUEST:

Street To Be Closed: Oakwood Cross Streets: Central / Eastern

Date(s) To Be Closed: Oct 26th, 2024

Event Hours: 5 am/pm To 9 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Halloween BKK Party (Annual)

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

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

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

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

Applicant Signature: Dorlanda Garner Date: 8-5-24

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire _____ DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades ☒ Cones ☒ Other _____

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

City Clerk Signature: _____ Date: _____

City of Inkster
26215 Trowbridge
Inkster, MI 48141



www.cityofinkster.com
Phone: 313.563.9770

Street Closure/Block Party Petition

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

oakwood between central / eastern
(Street) (Street)
and eastern for the date and time of 10-26-24
(Street) (Event date & time)

Block Party Coordinator: Darlanda Garner
(Contact Person)

Daytime Number: 71673-5657 Evening Number: same cell

Name	Address
Darlanda Garner	28961 oakwood
Sylvester Williams	28937 oakwood
Kristine Burns	28920 oakwood st
VIRGINIA BINGOOD	28921 OAKWOOD ST
GUY SESSAMEN	28921 OAKWOOD ST
Rebecca Caldwell	28928 oakwood st
Helen H. Washington	28936 oakwood st
Clare Carr Jr.	28906 oakwood
Keith Bynum	28930 oakwood
Barbara Jackson	28950 oakwood
Shalanes marlin	28953 oakwood
Joshua Whit	28970 oakwood st
Mr & Mrs Wallace Watson	28907 OAKWOOD
Ricardo Stewart	28981 Oakwood St
Ricky King	28969 oakwood st
Valerie Stephens	28968 Oakwood
Lara Harrison	28960 Oakwood
Frank Stephens	28952 Oakwood

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: August 14, 2024

From: Georgina Holliday, City Clerk

Date for Council's Consideration: August 19, 2024

ACTION REQUESTED: Consider approval for Ink-Town Ryderz 6th Annual Car & Bike Show; September 1, 2024 time of event: 12p-8p Location: 3650 Middlebelt Rd

Current Action X Emergency Future

Funds Budgeted: Yes Account # No N/A

Mayor's Approval



BACKGROUND:

SCOPE OF SERVICES:

JUSTIFICATION:

Ink-Town Ryderz 6th Annual Car & Bike Show; September 1, 2024 time of event: 12p-8p
location: 3650 Middlebelt Rd

PROJECT IMPROVEMENTS:

PROJECTED TIMETABLE:

RESOLUTION:

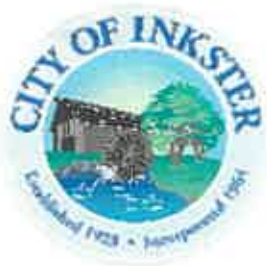
Resolved by

Seconded by

Yes:

No:

Absent:



City of Inkster, Michigan

Application Packet For Class 1 and Class 2 Events

Received: 7/19/24

NOTICE OF INTENT TO APPLY FOR AN EVENT PERMIT

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

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

Event Title: INK-TOWN Rydzers 6th Annual Car & Bike Show
Type of Event: Car & Bike Show
Estimated Class Level (please circle): Class 1 Class 2
Event Date (s): September 1 2024 Event Hours: 12pm - 8pm
Park Name and Location (if only interested in a portion of a park, please specify the portion):
3650 Middle Belt Rd Inkster, Mich 48141
***Additional days for set up: _____ ***Additional days for clean-up: _____

***Please note, the rental rate allows for set up to begin after 5:00 pm the day prior and clean up to end by 10:00AM following your event. If this does not allow you enough time, please discuss with the Clerk's Office.

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

Name: Tarikh Hunter E-mail Address: tarikhhunter@gmail.com

Phone 1: 313 728-5209 (work/home/cell) Phone 2: _____ (work/home/cell) Fax: _____

Legal name of applicant's organization: INK-TOWN Rydzers Car Club

Form of ownership:

☐ Doing Business As

☐ Corporation

☒ Non-Profit

**City of Inkster
Event Permit**

☐ Individual

☐ Association

☐ Partnership

Applicant organization is:

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

Legal address: 811 Clair St. Inkster Mich

Mailing address: 811 Clair St.

City: Inkster State: Mich Zip: 48141

Phone: 313-728-5209 Fax: _____ E-mail: tarik.hunter@gmail.com

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

CLASSES/CATEGORIES

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

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

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

DEADLINES

Class 1 Permit Deadlines

30 Days Prior to Event Date:

- Notice of Intent
- Application Fee

30 Days Prior to Event Date:

- Application
- Copy of Insurance rider (if necessary).
- Security Deposit

Class 2 Permit Deadlines

30 Days Prior to Event Date:

- Notice of Intent
- Application Fee

30 Days Prior to Event Date:

- Application
- Copy of insurance rider.
- Pre-event meeting scheduled (if necessary).
- Security Deposit

INSURANCE REQUIREMENTS

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

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

Class 1 Insurance requirements

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

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

Class 2 Insurance requirements

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

FEES

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

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

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

Park key fee

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

Application Fee (non-refundable)

- Payable to "City of Inkster"

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

Security Deposit (refundable minus any costs incurred)

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

Inkster Police Department Service Fees/Auxiliary

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

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

Equipment Rates:

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

Department of Public Works Service Fees

Labor Rates:

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

Fire Department Rates

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

Equipment Rates

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

INVOICE EXAMPLES FROM PREVIOUS YEARS

Department of Public Works (DPW)

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

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

EVENT PERMIT

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

Event Title: @ Ink-Town Ryders 10th Annual Crt+Bike Show

Location: 3650 Middlebelt Rd

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

Event Date/time (s):
Date: September 1st Start: 12 noon AM/PM End: 8:00 AM/PM

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

Name: Tarikh Hunter E-mail Address: tarikhhunter@gmail.com

Mailing address: 811 Clair

City: Inkster Mich State: Mich Zip: 48141

Day Phone: 313-728-5209 Evening Phone: 313-728-5209

Cell Phone: _____ Fax: _____

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

President: Tarikh Hunter Secretary: Tommy Green-P.H.S

Vice President: Stephen Gee Treasurer: Raj Shuman Jones

+++++

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

City of Inkster
Event Permit
 Section
 requirement
 by class

1, 2

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

1a. Ordinance inclusion on Promotional Materials

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

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

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

1b. Ordinance inclusion on Signage:

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

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

1, 2

2. Attendance:

Please estimate the number of people you expect to attend the event: _____

1, 2
DPW

3. Utilities:

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

☐ Yes (see below) ☐ No

☐ Electricity ☐ Water ☐ Other _____

Are the necessary utilities available at the location?

☐ Yes ☐ No (see below)

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

City of Inkster
Event Permit

Section
requirement
by class

1, 2
DPW

4. Street closures:

Does your event require street closures: ☐ Yes (see below) ☐ No

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

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

EXAMPLE:

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

Street to close	From	To	Date	Time	Trunkline?

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

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

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

Name: Tazikh Hunter Address: 811 Claire Inkster Phone: 313-728-5209

Describe the means by which you intend to inform residents of the street closing.

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

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

**City of Inkster
Event Permit
Section
requirement
by class**

1, 2

5. Food Permit:

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

☐ Yes (see below) ☐ No

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

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

1, 2

6. Restrooms:

***Wheatley Park has Restrooms.**

Does your event require restroom facilities?

☐ Yes (see below) ☐ No

How many portable restrooms are you supplying? _____

1, 2
IPD

7. Noise Permit:

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

Type of sound at this event:

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

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

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

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

Date:	Time from:	Time to:

Please attach a scaled layout/set up for the event

Section

City of Inkster
Event Permit
 requirement
 by class

1, 2
 DPW

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

☐ Yes (see below) ☐ No

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

☐ Tent (s) ☐ Portable toilet (s)*** ☐ Inflatable
 devices***

☐ Portable lights ☐ Other _____

☐ Bleacher (s) Number requested from the City _____

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

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

1, 2
 DPW

9. Trash:
 How many trash receptacles (with liners) do you intend to
 provide _____

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

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

1, 2
 DPW

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

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

**City of Inkster
Event Permit**

Event Title: Ink-Town Ryderz 6th Annual Cars & Bike Show
Event Date(s): 9-1-24 Event Hours: 12n - 8pm

ATTESTATION

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

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

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

Terikh Hunter Terikh Hunter 9-16-202
Applicant Name (printed) Signature Date

City of Inkster Approvals

<u>Department Approval</u>	<u>Name (printed)</u>	<u>Approved?</u>	<u>Date</u>
City Council	Resolution Number		
Public Works	<u>Jerome Bivins</u>		
Inkster Fire Dept.	Chief Jason Kaye		
Inkster Police	<u>Chief Jenkins</u>		
City Mayor	Mayor Byron Nolen		
City Clerk	<u>Georgina Holliday</u>		

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

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: August 14, 2024

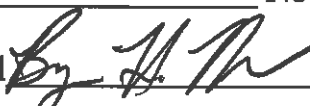
From: Georgina Holliday, City Clerk

Date for Council's Consideration: August 19, 2024

ACTION REQUESTED: Consider approval for Street Closure/Block Party "Movie Night In The Street" location: 28961 Oakwood, date: August 31, 2024 time: 6p-11p cross streets Central and Eastern

Current Action X Emergency Future

Funds Budgeted: Yes Account # No N/A

Mayor 's Approval By 

BACKGROUND:

SCOPE OF SERVICES:

JUSTIFICATION:

Street Closure/Block Party "Movie Night In The Street" location: 28961 Oakwood, date: August 31, 2024 time: 6p-11p cross streets Central and Eastern

PROJECT IMPROVEMENTS:

PROJECTED TIMETABLE:

RESOLUTION:

Resolved by

Seconded by

Yes:

No:

Absent:

City of Inkster
26215 Trowbridge
Inkster, MI 48141



www.cityofinkster.com
Phone: 313.563.9770

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Darlanda Garner
Name

7) 673-5657
Phone Number

28961 Oakwood Ink.
Applicant Address

diems84@icloud.com
Email (Optional)

REQUEST:

Street To Be Closed: Oakwood Cross Streets: Central / Eastern

Date(s) To Be Closed: Aug 31st / Fri, 2024

Event Hours: 6 am/pm To 11 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: movie night in the street

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

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

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

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

Applicant Signature: Darlanda Garner

Date: 8-5-24

OFFICIAL USE ONLY REQUIRED APPROVALS:

Police _____ Fire _____ DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades ☒ Cones ☒ Other _____

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

City Clerk Signature: _____ Date: _____

Street Closure/Block Party Petition

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

Oakwood (Street) between Central (Street) 31st
and Eastern (Street) for the date and time of 8-11-24 (Event date & time)

Block Party Coordinator: Darlanda Garner (Contact Person)

Daytime Number: 716 735 5657 Evening Number: same cell

Name	Address
Darlanda Garner	28961 Oakwood
Sylvester Williams	28937 Oakwood
Kristine Burns	28920 Oakwood St
VIRGINIA BIDGOOD	28921 OAKWOOD ST
Rebecca Caldwell	28928 Oakwood St
Kenette Washington	28436 Oakwood St
Duane Lewis	29006 Oakwood
Kurti Beyer	29030 OAKWOOD
Kaneki Jackson	28980 Oakwood
Shel Martin	28953 OAKWOOD
Joshua Whit	29012 Oakwood St
Mr & Mrs. Nallae Watson	29007 OAKWOOD ST
Ricardo Stewart	28981 Oakwood St
Picky King	28967 OAKWOOD St
Valerie Stephens	28968 Oakwood
Anna Harrison	28960 Oakwood
Frank Stephens	28952 Oakwood