



INKSTER CITY COUNCIL

June 16, 2025
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

DARIN CARRINGTON
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.

June 16, 2025

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
 - *Portia Powell, President & CEO of One Detroit Credit Union
 - *Paul Jones, CEO of ProsperUs Detroit
4. Public Hearing

5. Consent Agenda

Approval of Regular City Council Meeting Minutes June 2, 2025 **pg. 1**

6. Boards and Commissions

7. Ordinances

1st Reading-

A. (Jerome Bivins, DPS Director) Public Hearing First Reading-Amend the City of Inkster Code of Ordinance, Sections 52.00, 52.01, 52.10 and 52.11, pertaining to Water Standards of Operation: Service, to hold first public reading of the proposed amended ordinance June 16, 2025; and schedule a public Hearing for June 24, 2025 **pg. 5**

2nd Reading

- A.** (Derek Dowdell, Community Development Director) Public Hearing-Second Reading-TA 25-01 Consider amendment to Title XV. Chapter 155 (J) of the City's Code of Ordinance as it relates to reducing the maximum amount of retail marijuana locations from eight (8) to four (4) **pg. 21**
- B.** (Derek Dowdell, Community Development Director) Second Reading-Consider Planning Commission recommendation to approve the rezoning 60 parcels, from the M-1 Light Industrial District to the R-1B One Family Residential District. Dunning Area; Rezone 49 parcels, from the M-1 Light Industrial District to the RM Restricted Multiple Dwelling-Low Rise District. Cherry-Harrison Area, and Rezone 5 parcels, from the R-1B One Family Residential District to the PUD Planned Unit Development District. Henry Ruff-Parkwood Area. **Pg. 24**

8. New Business

A. Discussion/Action: (Derek Dowdell, Community Development Director) Public Hearing-Second Reading-TA 25-01 Consider amendment to Title XV. Chapter 155 (J) of the City's Code of Ordinance as it relates to reducing the maximum amount of retail marijuana locations from eight (8) to four (4) **pg. 21**

B. Discussion/Action: (Derek Dowdell, Community Development Director) Second Reading-Consider Planning Commission recommendation to approve the rezoning 60 parcels, from the M-1 Light Industrial District to the R-1B One Family Residential District. Dunning Area; Rezone 49 parcels, from the M-1 Light Industrial District to the RM Restricted Multiple Dwelling-Low Rise District. Cherry-Harrison Area, and Rezone 5 parcels, from the R-1B One Family Residential District to the PUD Planned Unit Development District. Henry Ruff-Parkwood Area. **Pg. 24**

C. Discussion/Action: (Georgina Holliday, City Clerk) Consider approval of Robichaud All Class Reunion Picnic. Date: August 30, 2025 Time: 10:00am-7:00pm, Place: Tyrone Wheatley Park **pg. 51**

D. Discussion/Action: (Jerome Bivins, DPS Director) Consider adoption of the included resolution for installation of a new water main in property owned by Wayne County that will provide redundancy in the water distribution system. **Pg. 73**

E. Discussion/Action: (Jerome Bivins, DPS Director) Consider authorization for the Department of Public Services to install speed bumps at their previous locations throughout the city and replace those that were damaged for approximately \$40,000 **pg. 76**

F. Discussion/Action: (Jerome Bivins, DPS Director) Consider authorization for the Department of Public Service to enter into an agreement with the Michigan Department of Transportation (MDOT) to secure funding for the 2025 Sidewalk Project and adopt the included resolution. **Pg. 79**

Public Participation (limit to 3 minutes)

9. City Clerk

10. City Treasurer

11. Mayor and Council Communication

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

June 2, 2025

Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, was held on May 19, 2025 in compliance with the Open Meetings Act.

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

Closed session-open: moved by Councilwoman Rutledge Second by Councilman Bishop @6:35 pm

Closed Session-closed: moved by Councilwoman Rutledge and Second by Councilwoman Scott@6:56pm

ROLL CALL VOTE:

Councilmember Howard
Councilmember Rutledge
Mayor Pro Tem Chisholm

Yea
Yea
Yea

Councilmember Scott
Councilmember Bishop
Councilwoman Richardson

Yea
Yea
excused

Call Meeting to Order

Mayor Byron Nolen called the meeting to order at 7:07pm

Prayer

Prayer was led by Timothy Williams

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)
Councilwoman Richardson	Excused (Inkster, MI)

Approval of Agenda

Moved by Councilwoman Rutledge, Seconded by Councilwoman Scott to
approve agenda for June2, 2025 meeting
Resolution #06-25-88GH-5-0 Motion Carried
Excused Councilwoman Richardson

Presentations/Discussion

Oath of Office Police Officer Alex Wade-Inkster Police Department
State Representative Dylan Wygala-Legislative Update.

Inkster City Council Regular Meeting
June 2, 2025

Public Hearings

Derek Dowdell, Community Development Director-Public Hearing First Reading-TA 25-01 Consider amendment to Title XV, Chapter 155 (J) of the City's Code of Ordinance as it relates to reducing the maximum amount of retail marijuana locations from eight (8) to four (4)

Open: Moved by Councilwoman Howard Seconded by Councilwoman Rutledge

Close: Moved by Councilwoman Rutledge Seconded by Councilwoman Scott

Excused: Councilwoman Richardson

Consent Agenda

A. Approval of the May 19, 2025 Regular Council Meeting Minutes

B. Approval of Special Council Meeting Minutes May 22, 2025

Moved by Councilwoman Howard, Seconded by Mayor Pro Tem Chisholm

Resolution #06-25-89GH – 5-0 Motion carried.

Excused: Councilwoman Richardson

Boards and Commission

None

Previous Business

Ordinance(s)

A. First Reading(s)

Derek Dowdell, Community Development Director, Public Hearing-First Reading-TA 25-01 consider amendment to Title XV, Chapter 155 (J) of the City's Code of Ordinance as it relates to reducing the maximum amount of retail marijuana locations from eight (8) to four (4)

B. Derek Dowdell, Community Development Director, First Reading-Consider Planning Commission recommendation to approve the rezoning 60 parcels, from the M-1 Light Industrial District One Family Residential District. Dunning rea; Rezone 49 Parcels, from the M-1 Light Industrial District to the RM Restricted Multiple Dwelling-Low Rise District, Cherry-Harrison Area, and Rezone 5 parcels, from the R-1B One Family Residential District to the PUD Planned Unit Development District. Henry Ruff-Parkwood Area

B. Second Reading(s) none

New Business

A. Discussion/Action: (Georgina Holliday, City Clerk) Consider approval of the Princeton Block Party, Date: July 12, 2025 Time: 3:00pm-10:00pm; Street to be closed: Princeton; Cross Streets: Meadowdale and Bayhan # 06-25-90GH 5-0 motion carried excused: Councilwoman Richardson

B. Discussion/Action: (Georgina Holliday, City Clerk) Consider approval of the Inkster Vikings All Class Picnic. Event Dates: 7/25/25-7/27/25

Day 1: 6p-10p Day 2: 11am-11pm Day 3: 10am-10pm Location: 3250 Middlebelt Rd. Inkster, MI (former Inkster High School Lot)
Moved by Councilwoman Rutledge Seconded by Councilman Bishop
5-0 Motion Carried #06-25-91GH excused: Councilwoman Richardson

C. Discussion/Action: (Jerome Bivins, DPS Director) Consider authorizing the Administration to enter into a contract extension for the City's curbside garbage services with Priority Waste for one year at a new rate of \$14.50 per Household Per month. This is up from the current rate of \$11.82. Please find attached the existing contract (took over from GFL)
Moved by Councilwoman Howard Seconded by Councilwoman Rutledge
5-0 Motion Carried #06-25-92GH excused: Councilwoman Richardson

D. Discussion/Action: (Derek Dowdell, Community Development Director) Consider the availability of the Inkster City Council on Monday June 23rd for a joint legislative presentation of the Safe Streets for All-Unified Action Plan at the Westland City Hall (6pm) send one or two representatives.
Moved by Councilwoman Rutledge Seconded by Councilwoman Scott
5-0 Motion Carried #06-25-93GH excused: Councilwoman Richardson

E. Discussion/Action: (Georgina Holliday, City Clerk) Consider approval of employment matter for Meyers
Moved by Councilman Bishop Seconded by Councilwoman Rutledge
5-0 Motion Carried #06-25-94GH excused: Councilwoman Richardson

Public Participation

- 📌 April Garrett-Juneteenth Parade-Weslyn A. Bennett Foundation; parade at 1pm Hamlin Drive
- 📌 Valerie Dennard-Concerning Blighted neighboring homes, last year DTE cut down tree limbs in neighbors' yard left debris growing into her yard sent email to Councilwoman Rutledge. DTE has dissolved themselves from this asking for help, neighbors not addressing the issue.
- 📌 Maureen Moynihan-CODE RED/STOP SIGN- no code red sent out regarding Giffels sent out letters, send out code red. Stop sign on Amherst and Mt. Vernon people don't stop at all. Can people park on both sides on Amherst every Sunday they do.
- 📌 Dr. Shetina M. Jones-Thank everyone who shared flyer or came to the event. Pink Friday's spin green wear pink in June. Support businesses in Inkster, June 20th IDCU; June 22nd One Community Business Expo.
- 📌 Gabe Henderson-Inkster Good Fellows Spaghetti and Fish Fry 6/13 at Rec; menu-spaghetti, Cole slaw, perch, catfish and cake. 11am-4:30p. Betterment in the community, love one another and help each other.
- 📌 Pastor Jean Overman-Summer Program 1st Summer Discovery Operation 3rd and 4th Grade 7/7-8/8, Farmers Market this Wednesday Amphitheater
- 📌 Charles Blackwell-"Good evening City of Inkster, it's pretty ironic and funny that Mayor Byron Nolen is hosting a Father Day's Fish Fry event at Colonial Park in light of the fact that he's engaged in a lot of "FISHY" questionable activities as Mayor"

Clerk

August Special Election, Precinct 1-1 Public Notice and Public Accuracy Testing

City Treasurer

Water meter replacement, residents to sign up in district 4 moving soon to new district

Mayor and Council

- **Councilmember Rutledge – no comment**
- **Councilmember Scott – no comment**
- **Councilmember Bishop -no comment**
- **Councilmember Howard- no comment**
- **Councilmember Richardson -excused**
- **Mayor Pro-Tem Chisholm – Maureen already stated I came by, and we had a great conversation**
- **Mayor Nolen-no comment**

Adjournment

There being no further business to come before Council, on a motion duly made.

By Councilwoman Howard Seconded by Councilwoman Scott and carried, to conclude
the Regular City Council meeting of Monday, June 2, 2025 @ 8:10pm

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: June 9, 2025

From: Jerome Bivins, DPS Director Date for Council's Consideration: June 16, 2025

ACTION REQUESTED: Amend the City of Inkster Code of Ordinance, Sections 52.00, 52.01, 52.10 and 52.11, pertaining to Water Standards of Operation; Service, to hold first public reading of the proposed amended ordinance June 16, 2025; and schedule a public hearing for June 24, 2025

Current Action X Emergency Future

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

Mayor 's Approval

BACKGROUND:

Amend the existing ordinance to adopt definitions and new water standards of operation language as it pertains to water shut off.

SCOPE OF SERVICES:

To provide clear understanding of the definitions and the process for shutting off water for non-compliances of the ordinance.

JUSTIFICATION:

To update the water supply ordinance with clear definitions and shut off procedures.

PROJECT IMPROVEMENTS:

Enhance Public Safety

COSTS:

N/A

PROJECTED TIME TABLE:

A second reading of the text amendment and a public hearing will be held during the special Council meeting on June 24, 2025, and presented for council approval at the June 24, 2025 special council meeting. If approved by Council, the amendment will be published and posted and become effective immediately.

RESOLUTION:

Authorization is hereby given to hold a public hearing and offer a first reading on an amendment to City of Inkster of Ordinance, being Sections 52.00, 52.01, 52.10 and 52.11 pertaining to Water Standards of Operation: Service procedures. The amendment will become effective immediately after its approval at the special meeting on June 24, 2025.

Resolved by _____

Seconded by _____

Yes:
No:
Absent:

CHAPTER 52: WATER

Section

Standards of Operation; Service

52.00 Definitions

- 52.01 Application for water service, service connections and meters
- 52.02 Water mains; use of water
- 52.03 Fire hydrants
- 52.04 Cross connections
- 52.05 Manifold service connections
- 52.06 Plumbing specifications; responsibility and expenses
- 52.07 Extension of service lines beyond property limits
- 52.08 Disconnecting unused service lines
- 52.09 Turning water on or off; charges
- 52.10 Shutting off or withholding supply of water
- 52.11 Interruption of service; damage to property
- 52.12 Performance of work requiring experience and specialized equipment
- 52.13 Billing and collection practices for services
- 52.14 Emergency water use restrictions
- 52.15 Temporary emergency sprinkling restrictions

Water Supply Cross Connections

- 52.25 Water supply cross connection rules
- 52.26 Provisions to be supplemental
- 52.27 Inspection of possible cross connections
- 52.28 Right of entry for purpose of inspection; refusal of information
- 52.29 Discontinuance of water service
- 52.30 Labeling of water outlets
- 52.31 Backflow prevention assembly testing

Administration and Enforcement

52.40 Authority of Council to control water supply system

52.41 Responsibility of Mayor for administration

52.42 Authority of department employees; right of entry

52.99 Penalty

STANDARDS OF OPERATION; SERVICE

§ 52.01 DEFINITIONS

Water Department and Department – The Water Department and, or the staff and their designated representative of the Department of Public Services operating and maintaining the City of Inkster water distribution system.

Customer – All customers supplied by water from the City of Inkster water distribution system.

The Detroit Water Board – The supplier of treated potable water to the City of Inkster water distribution system or their successor such as the Great Lakes Water Authority.

§ 52.01 APPLICATION FOR WATER SERVICE; SERVICE CONNECTIONS AND METERS.

(A) Tenants residing on streets that may be served by water may apply for water service, provided that the cost for the installation of service connection must be paid in full at the time of application.

(B) Application for service connections shall be made by a master plumber only at the main office of the Water Department on a printed form furnished by the Department.

(C) Water meters.

(1) Ownership.

(a) All meters shall be and remain the property of the Department, which shall maintain all meters in service, making such periodic tests and repairs as are necessary to insure correct registration. The customer shall be charged for only those repairs made necessary by damage caused by willful act, carelessness or neglect of the occupant, such as failing to protect the meter from freezing temperatures, or allowing the hot water to back through the line to the meter.

(b) All persons are forbidden to interfere with or remove a water meter from any service connection without first receiving permission from the Department.

(2) Responsibility.

(a) The owner of the property is responsible for the safekeeping of meters installed on his premises and shall, if the meter is lost or stolen from the premises, be charged with the actual cost of replacing the missing equipment.

(b) In the event that any meter is found defective or fails to register, the customer will be charged an estimated sum based upon the amount of water consumption of the preceding similar quarter.

(c) The owner of the property is responsible for the plumbing inside the structure up to and including the shutoff valves at the inlet and outlet piping of the water meter.

(3) Setting and locating of meters.

(a) Meters and their valves will not be allowed in closets or compartments that are kept locked, in coal bins, in or under toilet room floors, under buildings, porches, show windows, show boards or where they are difficult of access.

(b) All meters shall be set horizontally in dry, clean, sanitary places perfectly accessible, with gate valves on both sides, and where a small leak and the spilling of water will do no damage.

(c) The plumber shall install connections ready to receive the meter in a location to be approved by the Department.

(4) Meter wells.

(a) Upon special permission being granted by the Department, meters may be installed in meter wells of a type approved by the Department.

(b) Should it be impossible to drain a meter well, the owner or occupant must, under penalty of having the water shut off, pump out said well whenever required by the Department.

(5) Remote (outside) reading devices for water meters.

(a) Any structure hereafter built or moved within the city requiring the installation of water meters shall be so constructed so that the remote reading device connected to the water meter shall be located outside of the building which shall be easily accessible to the personnel of the Water Department.

(b) The Water Department is hereby authorized upon request of property owner to alter all water meters presently located inside of any building within the city, so that a remote reading device connected to said water meter is outside of such building in a location convenient and accessible to the personnel of the Water Department. The cost of such alteration shall be initially paid for out of funds of the Water Department.

(c) The owner or owners of buildings, wherein inside water meters are located, and which are to be altered for outside reading devices, in accordance with division (C)(5)(b) of this section, are to repay to the Water Department the sum as set from time to time by Council resolution to help defray the cost of altering said water meter. Said amount shall be

repaid in quarterly installments by adding same to the quarterly water bill of said owner or owners, and shall be considered a proper water charge.

(d) The city, through its Water Department, shall determine type, location and number of remote reading devices required for any service.

(Ord. 215, passed 4-20-64; Am. Ord. 490, passed 3-17-75)

§ 52.02 WATER MAINS; USE OF WATER.

No person shall tap or connect any water mains or insert a service connection therein, nor open or close any valves or hydrants, nor molest or interfere with any valve or valve box cover, water meter, detector check valve or other part of the system, excepting employees of the Water Department or except upon written permission from the office of the Department, or in case of fire.

('68 Code, § 7-103(1)) (Ord. 215, passed 4-20-64) Penalty, see § 52.99

§ 52.03 FIRE HYDRANTS.

(A) No person shall, save for the purpose of extinguishing fire, open any fire hydrants on the water supply system or tamper with the same or use the water therefrom, nor shall any person in any manner obstruct the use of any fire hydrant in the city or have, or place or allow to be placed any material or thing in front thereof; and any or all material found as an obstruction as aforesaid may be forthwith removed by the officers and employees of the Water Department and at the risk, cost and expense of the owner or claimant.

(B) In the discretion of the Department, permits may be issued for opening fire hydrants and to use water therefrom for construction purposes, provided a deposit is made with the Department. The City Council shall determine the cost of this permit by resolution.

('68 Code, § 7-103(2)) (Ord. 215, passed 4-20-64) Penalty, see § 52.99

§ 52.04 CROSS CONNECTIONS.

No cross connection between pipes connected with the water supply system and another source of water supply shall be permitted for any purpose whatsoever.

('68 Code, § 7-106(10)) (Ord. 215, passed 4-20-64)

§ 52.05 MANIFOLD SERVICE CONNECTIONS.

In all cases where manifold service connections are desired, and all buildings divided into separate business places, permits may be issued only after approval of the Water

Department. In every case of a manifold connection there must be a master stop, also a stop for each branch therefrom.

('68 Code, § 7-106(11)) (Ord. 215, passed 4-20-64)

§ 52.06 PLUMBING SPECIFICATIONS; RESPONSIBILITY AND EXPENSES.

Applicants will be held responsible for the proper execution of the applications for water service and service connections. All expenses incurred by reason of incorrect information given shall be charged to and paid for by the applicant.

(A) All service connections under three inches and pipes from the water mains to the lot lines shall be furnished and installed by the Water Department. On service connections three inches and over the city will tap the main and install the valve.

(B) No service connection will be installed when the section of the service line installed by the plumber is in line with a driveway, tree, fire hydrant, catch basin or other obstruction.

(C) The charge for each service connection, as established by the City Council, must be paid at the time of application.

(D) All new service pipes connecting with the distributing mains under three inches shall be type "K" copper or such other material as is approved by the Department, and shall have an inside diameter of at least 3/4 inches. All new service pipes three inches or larger in diameter may be cast iron. Specifications of such pipe shall be approved by the Department before installation.

(E) All service connections shall be five feet below finished grade and inspected by the city before being backfilled.

(F) All service connections must be installed at least six feet from the existing gas service. Before installing water connections, the plumber must check the location of gas service. Service pipes must be uniform in size in their entirety. Joints between lengths of copper tubing must be of the flange type and well made.

(G) When premises have a cellar or basement, service pipes must be extended into the same and branches taken therefrom on the outlet side of the meter.

(H) It is expressly forbidden for any plumber to lay a service pipe inside of a building, along the outside wall, or in any position where there is danger of frost; also, to make new connections, or to install any new attachments or fixtures to old connections, that shall require a running stream to prevent freezing.

(I) Unusual conditions not specifically contemplated herein shall be reported to the Council for disposition, and the ruling of the Council thereon shall be final.

(J) Water lines will not be allowed to cross public streets or alleys without permission of the Department.

(K) When a new service line is required, the owner of the property must have all unused service connections entering the property disconnected at the street main. Where a new building is erected upon a property, and an existing service line is used, all unused lines entering said property must be disconnected at the street main. Plumbers shall acquaint themselves as to the existence of old service lines.

(L) Charges for disconnecting all services, except those in the same trench as the new service and of the screw type, shall be borne by the parties applying for the disconnection.

(M) Meters shall be installed with clearance distances in accordance with requirements of the Department.

(N) Bypasses and meter connections the same size as the service lines will be required on all meters 1-1/2 inches and larger in size. Bypasses will not be allowed on 1-inch and smaller meters. The bypasses and meter connections shall be constructed according to drawings furnished by the Department.

(O) The Department shall require all private fire lines and sprinkler systems to be metered. The applicant must purchase the meter.

(P) No reciprocating pump shall be attached directly to the city mains unless the same shall be used exclusively for fire purposes.

('68 Code, § 7-107) (Ord. 215, passed 4-20-64; Am. Ord. 242, passed 4-19-65) Penalty, see § 52.99

§ 52.07 EXTENSION OF SERVICE LINES BEYOND PROPERTY LIMITS.

No extension shall be made to a service line or water pipe for the purpose of conveying water to a point beyond the limits of the property for which the water line was installed as recorded on the original application for water service, except in such cases as may be authorized by the City Council.

('68 Code, § 7-106(7)) (Ord. 215, passed 4-20-64) Penalty, see § 52.99

§ 52.08 DISCONNECTING UNUSED SERVICE LINES.

The Water Department reserves the right to disconnect from the main any unused and nonrevenue producing service connection if the cost of maintenance of such service connection becomes excessive or for such other reasons as are deemed sufficient by the Department. In case water service is desired at the same location at some later date, application for water service and for a service connection will be required. The charge for the installation for the new service connection will be at the regular rate.

('68 Code, § 7-106(1)) (Ord. 215, passed 4-20-64)

§ 52.09 TURNING WATER ON OR OFF; CHARGES.

(A) Water shall be turned off promptly by the Water Department upon request, or turned on promptly, provided all rules of the Department have been complied with, except that water will not ordinarily be turned on or off in the absence of a person responsible for the premises. The Department, however, shall not shut off a supply of water where such action would involve the City Council in a controversy between other parties, regarding a matter beyond the jurisdiction of the Department.

('68 Code, § 7-106(2))

(B) No charge shall be made for turning water on or off except where water is turned on after it has been turned off for nonpayment of the bill.

('68 Code, § 7-106(3)) (Ord. 215, passed 4-20-64)

§ 52.10 SHUTTING OFF OR WITHHOLDING SUPPLY OF WATER.

(A) No owner or occupant of any building or premises shall be allowed to supply water to another building through a pipe line connected from owner's or occupant's building to another family, firm or corporation building, except by permission of the City Council, or permit any unnecessary waste of water. If found doing so, the supply of water may be shut off at the option of the Department.

(B) The supply of water may be withheld from premises when the ordinances of the city and rules and regulations of the Department have in any manner been violated. If any person shall, after the water has been shut off from any premises, cause or suffer such premises to be supplied with water without permission from the Department, such premises shall be disconnected from the distribution pipe of the Department and the cost of such disconnection and reconnection charged to the premises.

(C) Water service shutoff procedure. Upon receiving the information pursuant to paragraph (B) above and determining that conditions exist justifying the shutoff of a water service, the Department shall mail or personally serve upon the customer(s) a notice of shutoff. The notice shall contain the following:

- (1) The dates and times when the customer was notified to contact the Department or to arrange an appointment to provide access to the Department.
- (2) Information, including a phone number, so that the customer may contact the Department to make an appointment to provide access to the customer's premises.
- (3) The customer shall have thirty (30) days from the date of the notice of shutoff to make an appointment with the Department, pursuant to terms

contained in the shutoff notice; to arrange an appointment whereby the Department shall have access to the customer's premises in order to perform the work in question. The customer shall have sixty (60) days from the date of the notice of shutoff to provide all access necessary to have the work performed. The Department shall have authority to discontinue water service sixty days from the date of the notice for noncompliance.

(4) The notification shall state that the customer may, prior to the shutoff date, dispute, in writing to the Department, that it failed to contact the Department as required herein, or that the failure to have the work performed was not the result of the customer's failure to contact the Department.

(5) If the Department determines that the customer's notification of dispute is untimely it shall proceed as if the customer had not notified the Department of the present dispute.

(6) If the Department determines that the customer's notification of dispute is not untimely or invalid on its face, the Department, within three (3) days after receipt of the customer's notice, shall arrange a meeting between the customer and an official from the Department of Public Services Department to resolve the dispute including arranging a time whereby the Department shall have sufficient access to perform the work in question.

(7) If the Customer fails to appear at this meeting or otherwise fails to provide the required access within fifteen (15) days from the date of the meeting the Department shall proceed as if the customer had not notified the Department of the dispute.

(8) The Department shall shutoff water service for failure to provide access to replace the water meter only during the hours of 9:00 a.m to 3:00 p.m., Monday through Thursday. No shutoffs shall be permitted on a legal holiday or on the day before a legal holiday.

('68 Code, § 7-106(9)) (Ord. 215, passed 4-20-64) Penalty, see § 52.99

§ 52.11 INTERRUPTION OF SERVICE; DAMAGE TO PROPERTY.

(A) The Water Department will exercise reasonable diligence and care to deliver a continuous and sufficient supply of water to the customer as furnished by the Detroit Water Board or its successor under the supply, but the Department assumes no liability for any loss or damage occasioned thereby.

('68 Code, § 7-106(4))

(B) Whenever the Department finds it necessary to interrupt water service to any district or section that it serves, it shall when possible or practicable give advance notice to the consumers affected. If the customer fails to respond to advance notifications, fails to attend scheduled appointments, or fails to provide access to the Department equipment located on private property section 52.10 (B) of this ordinance shall be carried out.

('68 Code, § 7-105(5))

(C) The Department will in no case be liable for damage caused by, or in any way arising out of, running or escape of water from faucets, burst pipes or faulty fixtures on the premises. Every service line is equipped with a control valve which may be used by the customer when necessary to shut off the water supply to the entire premises. Upon request, day or night, the Department will shut off such control valve for emergency purposes and will turn on after repairs have been made.

('68 Code, § 7-106(6)) (Ord. 215, passed 4-20-64)

§ 52.12 PERFORMANCE OF WORK REQUIRING EXPERIENCE AND SPECIALIZED EQUIPMENT.

As an accommodation to the public utilities, or other parties, the Water Department may move its mains, services or other parts of its distribution system, or perform such other work as requires the experience and specialized equipment of the Department. Such work shall be undertaken only upon purchase order or a cash deposit to cover the estimated cost of the job. When the work is completed and costs determined, detailed bills shall be rendered.

('68 Code, § 7-106(8)) (Ord. 215, passed 4-20-64)

§ 52.13 BILLING AND COLLECTION PRACTICES FOR SERVICES.

(A) Schedule of rates. The City Council shall from time to time by resolution set the following rates:

- (1) Consumption rates.
- (2) Monthly service charge.
- (3) Penalty for late payment.
- (4) Service connection charges.
- (5) Debt service charges.

(B) The schedule for reading of meters, method of billing and delivery of bills shall be set by resolution of the Council.

(C) Payment of bills. Water bills are payable at the office of the Water Department. Bills paid to any other person, concern or agency are so paid at the risk of the customer.

(D) Collection of delinquent accounts. Whenever the rates fixed by the Council or charges made by the Department for services rendered are not paid, the water may be shut off and collection enforced in accordance with the laws of the state and/or by placing said amounts on the city tax roll.

(E) Shut-off notice. Customers whose bills are unpaid 30 days past the due date will be subject to shut-off without further notice. A statement to this effect will be placed on the original bill. An additional penalty determined by Council resolution will then be charged to the customer and shall be paid together with all unpaid charges before service will be turned on again. If said bill is not paid within 90 days of the due date, said amount shall be placed on the next general tax roll and collected as part of the general city taxes.

(F) Temporary service connections.

(1) The term temporary service connection is applied to a connection installed to serve an individual, firm or corporation for a definite temporary period for such purposes as supplying water to a construction project or to a temporary structure.

(2) The Department reserves the right to refuse to install a temporary service connection for any reason that it deems sufficient.

('68 Code, § 7-105) (Ord. 215, passed 4-20-64; Am. Ord. 361, passed 6-1-70; Am. Ord. 848, passed 10-15-14)

§ 52.14 EMERGENCY WATER USE RESTRICTIONS.

(A) In the event the water pressure of the city water system is reduced to such a degree as to create a dangerous shortage and health hazard, the City Council may by resolution restrict the use of water for various purposes and for various periods of time. Such resolution shall become effective when published in the same manner as an ordinance is, and said resolution shall remain in effect until rescinded by Council resolution.

(B) Any person, firm or corporation who violates the terms and conditions of such a resolution shall be deemed in violation of this chapter.

('68 Code, § 7-108) (Ord. 215, passed 4-20-64) Penalty, see § 52.99

§ 52.15 TEMPORARY EMERGENCY SPRINKLING RESTRICTIONS.

(A) Whenever the Manager or highest ranking operating official of the City of Inkster receives notification from the Detroit Water and Sewerage Department in conjunction with the Water and Radiological Protection Division of the Michigan Department of Environmental Quality that the supply or pressure demand for water cannot be accommodated and general welfare is likely to be endangered, or conditions within the

water system of the City of Inkster are likely to endanger the general welfare of the City of Inkster, the Manager or the highest ranking operating official shall determine that a state of emergency exists and prescribe the following emergency regulations which shall apply in the City of Inkster for all properties connected to the City of Inkster water system: Sprinkling of lawns and landscaping and all outdoor water use shall be allowed for properties with even-numbered addresses on even-numbered dates within a month and for properties with odd-numbered addresses on odd-numbered dates within a month.

(B) Whenever the Manager or the highest ranking operating official received notification from the Detroit Water and Sewerage Department in conjunction with the Drinking Water and Radiological Protection Division of the Michigan Department of Environmental Quality that provisions in division (A) of this section are not sufficient, or conditions within the water system of the City of Inkster are likely to endanger the general welfare of the City of Inkster, the following emergency regulations shall apply in the City of Inkster for all properties connected to the City of Inkster water system: Sprinkling of lawns and landscaping and all outdoor water use shall not be allowed.

(C) (1) The City of Inkster and the Detroit Water and Sewerage Department shall, within 24 hours of notification, cause these regulations to be posted at the City of Inkster office and publicly announced by means of broadcasts or telecasts by the stations with a normal operating range covering the City of Inkster, and may cause such announcement to be further declared in newspapers of general circulation when feasible.

(2) The regulations shall become effective immediately after notice of enforcement of the ordinance as posted at the City of Inkster offices.

(3) Upon notification from the Detroit Water and Sewerage Department in conjunction with the Drinking Water and Radiological Protection Division of the Michigan Department of Environmental Quality that the emergency regulations are no longer necessary, the city shall cause a public announcement lifting the water restrictions.

{Ord. 755, passed 7-15-96} Penalty, see § 52.99

WATER SUPPLY CROSS CONNECTIONS

§ 52.25 WATER SUPPLY CROSS CONNECTION RULES.

The city adopts by reference the Water Supply Cross Connection Rules of the Michigan Department of Public Health, being R325.11401 to R325.11407 of the Michigan Administrative Code.

{'68 Code, § 7-109} (Ord. 505, passed 4-5-76; Am. Ord. 859, passed 7-17-17)

§ 52.26 PROVISIONS TO BE SUPPLEMENTAL.

This subchapter does not supercede the State Plumbing Code and §§ 150.080 through 150.083, but is supplementary to them.

('68 Code, § 7-114) (Ord. 505, passed 4-5-76; Am. Ord. 859, passed 7-17-17)

§ 52.27 INSPECTION OF POSSIBLE CROSS CONNECTIONS.

It shall be the duty of the city to cause inspections to be made of all properties served by the public water supply where cross connections with the public water supply is deemed possible. The frequency of inspections and reinspections based on potential health hazards involved shall be as established by the City Water Department and as approved by the Michigan Department of Environmental Quality.

('68 Code, § 7-110) (Ord. 505, passed 4-5-76; Am. Ord. 859, passed 7-17-17)

§ 52.28 RIGHT OF ENTRY FOR PURPOSE OF INSPECTION; REFUSAL OF INFORMATION.

The representative of the City Water Department shall have the right to enter at any reasonable time any property served by a connection to the public water supply system of the city for the purpose of inspecting the piping system or systems thereof for cross connections. On request, the owner, lessees or occupants of any property so served shall furnish to the City Water Department any pertinent information regarding the piping system or systems on such property. The refusal of such information or refusal of access, when requested, shall be deemed evidence of the presence of cross connections.

('68 Code, § 7-111) (Ord. 505, passed 4-5-76; Am. Ord. 859, passed 7-17-17)

§ 52.29 DISCONTINUANCE OF WATER SERVICE.

The City Water Department is hereby authorized and directed to discontinue water service after reasonable notice to any property wherein any connection in violation of this subchapter exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. Water service to such property shall not be restored until the cross connection has been eliminated in compliance with the provisions of this subchapter.

('68 Code, § 7-112) (Ord. 505, passed 4-5-76; Am. Ord. 859, passed 7-17-17)

§ 52.30 LABELING OF WATER OUTLETS.

The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this subchapter and by the state and city plumbing code. Any water outlet which could be used for potable or

domestic purposes and which is not supplied by the potable system must be labeled in a conspicuous manner as:

WATER UNSAFE
FOR DRINKING

('68 Code, § 7-113) (Ord. 505, passed 4-5-76; Am. Ord. 859, passed 7-17-17)

§ 52.31 BACKFLOW PREVENTION ASSEMBLY TESTING.

That all testable backflow prevention assemblies shall be tested initially upon installation to be sure that the assembly is working properly. Subsequent testing of assemblies shall be on an annual basis as required by the City of Inkster and in accordance with Michigan Department of Environmental Quality requirements. Residential water customers shall receive testing notices every three years or every five years for non-chemically treated lawn irrigation systems. Only individuals that are approved by the city and State of Michigan certified shall be qualified to perform such testing. That individual(s) shall certify the results of his/her testing.

(Ord. 859, passed 7-17-17)

ADMINISTRATION AND ENFORCEMENT

§ 52.40 AUTHORITY OF COUNCIL TO CONTROL WATER SUPPLY SYSTEM.

Pursuant to and as provided by the City Charter, the City Council through such agents or employees as it shall see fit to employ is invested with and shall exercise full authority over and control of the water supply system and extensions thereof, also the maintenance and operation of said water supply system, and shall have authority to enforce all regulations adopted with respect thereto.

('68 Code, § 7-101) (Ord. 215, passed 4-20-64)

§ 52.41 RESPONSIBILITY OF MAYOR FOR ADMINISTRATION.

(A) The Mayor shall be charged with the administration of the Water Department and from time to time shall employ such administrative assistants and employees as may be necessary to efficiently operate the Water Department.

(B) The rules and regulations hereinafter named shall be considered a part of the contract with every person, firm or corporation who is supplied with water through the water supply system of the city.

(C) In all cases where any unusual circumstances make it necessary to deviate from the regular rules, special permission must first be received from the City Council.

('68 Code, § 7-102) (Ord. 215, passed 4-20-64; Am. Ord. 857, passed 4-17-17)

§ 52.42 AUTHORITY OF DEPARTMENT EMPLOYEES; RIGHT OF ENTRY.

The duly constituted authorities of the city shall have the power and authority at all reasonable hours to enter upon any premises where water service is established for the purpose of testing, changing or reading water meters, installing water meters, or for making general inspection of water usage, wastage, and the like, and making an examination of all pipes and fixtures connected with said waterworks. They shall have power and authority to require any pipes and fixtures to be repaired, removed, replaced or changed where the same are defective or not in compliance with the provisions of the ordinances of the city or the rules and regulations in relation to the waterworks of the city; and shall make such alterations and repairs or do other acts with relation thereto as they shall deem necessary.

('68 Code, § 7-103(2)) (Ord. 215, passed 4-20-64)

§ 52.99 PENALTY.

Any person or customer found guilty of violating any of the provisions of this chapter, or any written order of the City Water Department in pursuance thereof, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than \$500 and the costs of prosecution or by imprisonment for not more than 90 days, or both such fine and imprisonment in the discretion of the court for each violation. Each day upon which a violation of the provisions of this chapter shall occur shall be deemed a separate and additional violation for the purpose of this chapter.

('68 Code, § 7-115) (Ord. 505, passed 4-5-76; Am. Ord. 859, passed 7-17-17)

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 27, 2025

From: Derek Dowdell,
Community Development Director

Date for Council Consideration: June 16, 2025

ACTION REQUESTED: (SECOND READING)– TA 25-01 Consider amendment to Title XV, Chapter 155 (J) of the City's Code of Ordinance as it relates to reducing the maximum amount of retail marijuana locations from eight (8) to four (4).

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND INFORMATION

Per Zoning Ordinance Section 155.148(J), which states that "There shall be no more than eight (8) operating marijuana retail locations at any time."

SCOPE OF SERVICES

NA

JUSTIFICATION

Recent discussions and anecdotal evidence reveal that many residents of Inkster feel there is an oversaturation of marijuana retail stores in our city. In response to these concerns, this amendment serves as a proactive measure to enhance our community's well-being and foster a higher quality of life in our neighborhoods.

RECOMMENDATION

The City Council will consider whether to approve or deny the amendment to Section 155.148(J) regarding Medical Marijuana Provisioning Centers and Recreational Marijuana Retailer Establishments. If the City Council supports the amendment, the first reading will take place at the meeting on June 2nd, followed by a second reading on June 16th. The ordinance will take effect seven days after the notice of the amendment is published.

PROJECT OR IMPROVEMENT TASKS

COSTS

NA

PROJECT TIME TABLE

RESOLUTION

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



To: City Council

From: Derek Dowdell, Planning Department

Date: May 27, 2025

Subject: **Proposed Amendment to Marijuana Ordinance Section 155.148 (J) – Reduction of Retail Licenses (TA 25-01)**

This memo proposes an amendment to City Ordinance Section 155.148 (J), specifically to reduce the maximum number of operating marijuana retail locations from eight (8) to four (4) at any given time. This adjustment is put forth for several key reasons, aimed at ensuring responsible growth and addressing potential community impacts.

While the initial allowance of eight retail establishments aimed to foster a competitive market, a review of our city's current landscape suggests that a more measured approach is now warranted. Reducing the cap to four locations would allow for:

- **Enhanced Oversight and Compliance:** A smaller number of establishments would enable city resources, including code enforcement and public safety personnel, to more effectively monitor compliance with existing regulations, address any unforeseen issues, and ensure responsible business practices.
- **Mitigation of Potential Negative Impacts:** A decreased concentration of retail Marijuana locations could potentially lead to concerns regarding traffic, parking, and neighborhood character in certain areas. Limiting the number to four would proactively address these concerns and allow for a more balanced integration of these businesses within our community.
- **Market Stability and Viability:** With fewer licenses available, the remaining businesses may experience greater stability and viability, allowing them to better invest in their operations and contribute more meaningfully to the local economy through sustained employment and tax revenue.
- **Community Feedback and Quality of Life:** Anecdotal evidence and preliminary discussions suggest a desire among some residents that there is an oversaturation for marijuana retail in the city of Inkster. This amendment reflects a proactive step to address these concerns and prioritize the overall quality of life within our neighborhoods.



By amending Section 155.148 (J) to cap operating marijuana retail locations at four, we can maintain a thriving, yet responsibly regulated, cannabis market that aligns with our community's evolving needs and priorities. We believe this adjustment will contribute to a more sustainable and beneficial integration of these businesses within our city.

We request that the City Council consider this proposed amendment for discussion and action.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Derek Dowdell'.

Derek Dowdell
Community Development Director

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: May 28, 2025

From: Derek Dowdell,
Community Development Dir.

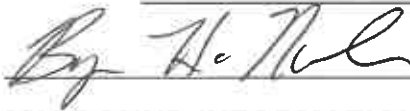
Date for Council Consideration: June 16, 2025

ACTION REQUESTED: (SECOND READING) Consider Planning Commission recommendation to approve rezoning 60 parcels, from the M-1 Light Industrial District to the R-1B One Family Residential District. Dunning Area: Rezone 49 parcels, from the M-1 Light Industrial District to the RM Restricted Multiple Dwelling-Low Rise District. Cherry-Harrison Area, and Rezone 5 parcels, from the R-1B One Family Residential District to the PUD Planned Unit Development District. Henry Ruff-Parkwood Area.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND INFORMATION

On Tuesday, May 27, 2025, the Planning Commission held a public hearing and recommended approval of the zoning map amendment to the Rezone 60 parcels, from the M-1 Light Industrial District to the R-1B One Family Residential District. Dunning Area: Rezone 49 parcels, from the M-1 Light Industrial District to the RM Restricted Multiple Dwelling-Low Rise District. Cherry-Harrison Area, and Rezone 5 parcels, from the R-1B One Family Residential District to the PUD Planned Unit Development District. Henry Ruff-Parkwood Area. A motion was made to recommend approval of the rezoning, seconded and approved unanimously 5-0.

SCOPE OF SERVICES

N/A

JUSTIFICATION

PROJECT OR IMPROVEMENT TASKS

COSTS

N/A

PROJECT TIME TABLE

The first reading would occur at the city council's June 2, 2025 meeting followed by a second reading at the June 16, 2025 meeting. The ordinance would then take effect upon the 7 days after publication of the notice of the amendment.

RESOLUTION

First Reading of the Zoning Map Amendments.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

CITY OF INKSTER

PLANNING DEPARTMENT STAFF REPORT

DATE: May 12, 2025

TO: Inkster Planning Commission

FROM: Derek Dowdell, Community Development Director

SUBJECT: Z 25-01 Rezoning Request: 60 Parcels from M-1(Light Industrial District) to R-1B (One Family Residential District), 49 Parcels from M-1(Light Industrial District) to RM (Restricted Multiple Dwelling District- Low Rise), and 5 Parcels from R-1B(One Family Residential District) to PUD (Planned United Development District) for a total of 104 parcels.

ORIGINAL ZONING: M-1 (Light Industrial District); R-1B One Family Residential District

FUTURE LAND USE: Mixed Residential

APPLICANT: City of Inkster

BACKGROUND

In 2018, the Dunning area was rezoned from the R-1B district to the M-1 district. However, this writer could not find when the Cherry-Harrison area was rezoned to the M-1 district.

SUMMARY OF REQUEST

This report provides an analysis of a request to amend the City of Inkster Zoning Map by:

- Rezoning 60 parcels, totaling approximately 9.85 acres, from the M-1 Light Industrial District to the R-1B One Family Residential District. Dunning Area
- Rezoning 49 parcels, totaling approximately 2.05 acres, from the M-1 Light Industrial District to the RM Restricted Multiple Dwelling-Low Rise District. Cherry-Harrison Area
- Rezoning 5 parcels, totaling approximately 43.05 Acres, from the R-1B One Family Residential District to the PUD Planned Unit Development District. Henry Ruff-Parkwood Area

SUMMARY OF EXISTING LAND USE, ZONING, AND FUTURE LAND USE

Site	Existing Land Use	Current Zoning	Future Land Use Designation
<u>Dunning Area</u>	Light Industrial/ Single Family/Vacant	M-1 Light Industrial District	Mixed Residential
North	Light Industrial/vacant	M-1 Light Industrial District	Research, Technology, and Manufacturing
South	Single Family Homes/ Vacant	R-1B One Family Residential District	Neighborhood Residential
East	Light Industrial/vacant	M-1 Light Industrial District	Research, Technology, and Manufacturing

West	Light Industrial/ Single Family/Vacant	M-1 Light Industrial District	Research, Technology, and Manufacturing
Site	Existing Land Use	Current Zoning	Future Land Use Designation
<u>Cherry-Harrison Area</u>	Single Family Residential Housing/ Vacant	M-1 Light Industrial District	Mixed Residential
North	Light Industrial/ Multi-Family/ Vacant	B-3 General Business District/ M-1 Light Industrial/TCD Town Center District	Mixed Development Town Center
South	Religious institutions/ Single Family Residential/ Multi Family Residential housing/ Vacant	RM Restricted Multiple Dwelling/ R-1B One Family Residential District	Neighborhood Residential
East	Single Family Residential Housing/ Vacant	M-1 Light Industrial District	Mixed Development
West	Vacant	M-1 Light Industrial District	Mixed Residential Research, Technology, and Manufacturing

Site	Existing Land Use	Current Zoning	Future Land Use Designation
<u>Henry Ruff- Parkwood Area</u>	Church/ Vacant/City Park	R-1B One Family Residential District/ Parks and Open Space	Mixed Residential
North	Single Family Residential Housing	R-1B One Family Residential District	Neighborhood Residential
South	Single Family Residential Housing/ Rouge River Parkway	R-1B One Family Residential District	Neighborhood Residential
East	Single Family Residential Housing	R-1B One Family Residential District	Neighborhood Residential
West	City of Westland	NA	NA

REVIEW CONSIDERATIONS

The following items are pertinent to consideration of the proposed rezoning:

1. Current Permitted Uses in M-1, Light Industrial District

Intent. The M-1 Light Industrial District intends to provide locations for planned industrial development, including planned industrial park subdivisions. Permitted activities or

operations shall produce no external impacts that are detrimental in any way to other uses in the district or to properties in adjoining districts. Accordingly, light industrial, research, and related office uses permitted in this district should be fully contained within well-designed buildings on amply landscaped sites, with adequate off-street parking and loading areas, and with no outside storage. Heavy industrial uses, such as those involving the processing of raw material for shipment in bulk form to be used at another location, shall not be permitted in this district.

Representative principal land use permitted in the M-1 zoning district includes: open air spaces, laboratories and testing facilities, manufacturing and repair facilities, warehouse and wholesaler establishment, trucking terminal facilities, trade or industrial schools, offices, and utility and public service buildings without storage yards.

Representative land use permitted subject to Special Land Use approval in the M-1 zoning district includes metal plating, buffering and polishing, metal working, greenhouse wholesaling and, or retailing of plant materials, and medical marijuana cultivation processing testing and transportation facilities.

2. Requested Permitted Uses in the R-1B, One Family Residential

The intent of the R-1A through R-1C One-Family Residential Districts is to provide areas within the city for the construction and continued use of one-family dwellings within stable neighborhoods. It is intended that the principal use of land is for single-family dwellings, but each district has different minimum area, density, and placement requirements to provide different housing types and to accommodate the varied needs of the population. It is also the intent of this district to prohibit multiple family, office, business, commercial or industrial use of the land, and to prohibit any other use which would substantially interfere with development or continuation of single- family dwellings in the districts.

Representative Principal uses permitted in the R-1B zoning district include: One-family detached dwellings, publicly owned and operated libraries, parkways and recreational facilities, child or adult foster care for six or less persons as licensed by the state

Representative land use permitted subject to Special Land Use approval in the R-1B zoning district include: Religious institutions and other facilities normally incidental thereto public, parochial and other private elementary, intermediate schools and/or high schools offering courses in general education, not operated for profit, child and adult foster care serving more than seven but fewer than twelve persons, nursery schools, day nurseries and child care centers (not including dormitories), private noncommercial recreational areas or institutional or community recreation centers.

3. Requested Permitted Uses in the RM, Multiple-Family Dwelling

The intent of the RM Restricted Multiple Dwelling District is designed to accommodate those types of low rise multiple dwelling structures which are similar, in terms of use and architectural character, to one-family dwellings. The RM District is further designed to encourage a more intensive use of residential land through the elimination of certain

exterior yard areas and the development of building types and/or modules, which will contain private interior open spaces or provide common exterior open space areas.

Representative Principal uses permitted in the RM zoning district include: All principal uses permitted in the R-1 One-Family Residential Districts subject to the lot area, yard and floor area requirements as specified therein, townhomes and duplexes (two stories or less), multiple-family dwellings (two stories or less)

Representative land use permitted subject to Special Land Use approval in the RM zoning district includes: Religious institutions and other facilities normally incidental thereto, child and adult foster care serving more than seven but fewer than twelve persons, townhomes of three stories, multiple-family dwellings of three stories, nursery schools, day nurseries, and childcare centers (not including dormitories).

4. Requested Permitted Uses in the Planned Unit Development

The intent of the Planned unit development (PUD) regulations are intended to provide for various types of land uses planned in a manner which shall foster the use and design of land in accordance with scale and character of the contextual environment; encourage innovation in land use planning; provide enhanced housing, employment, shopping, traffic circulation and recreation opportunities; and, foster crime prevention methods.

Representative land use permitted subject to Planned Unit Development to Special Land Use approval include: A PUD may be applied for in all districts. The grant of a planned unit development application shall require a special land use designation subject to the recommendation of the Planning Commission and approval of City Council, any land use authorized in R-1A, R-1B, R-1C, RM, RM-1, B-1, B-2 and O-1 is permitted as a special land use, subject to design and development standards within this chapter, other applicable codes and regulations, and adequate public health, safety, and welfare features to ensure the compatibility of varied land uses both within and outside the development.

Rezoning the Henry Ruff-Parkwood Area to a PUD, allows the City to control the development of a large sway of land (43.05 acres) in it's design and appearance at the City's western boundary.

5. Consistency with the Master Plan

The Future Land Use Map provided as an attachment shows proposed areas as Mixed Residential. Per Section 8.2 (Future Land Use Designations), the intent of Mixed Residential is to create a balanced, community-oriented environment that combines low-to medium-density residential housing with small scale retail and business uses tailored to the needs of residents. The MRD encourages a blend of housing types, such as townhomes, small apartments, cottage homes, and quadplexes, supporting a diverse residential population. Retail and business activities are carefully integrated to minimize impact on the neighborhood, creating a seamless blend of living and essential services.

The City's recent Master Plan envisions expanding the types of residential uses. The rezoning of the sites to R-1B and RM is consistent with the Master Plan. The rezoning will

encourage the productive use of the areas of the City that are currently underutilized and have a large amount of vacant land.

6. Physical, Geological and Environmental Factors

The area sites do not contain any natural features that are incompatible with the array of land uses allowed in the existing or proposed zoning districts.

7. Capacity of Infrastructure

Depending on the development proposed there may be need for additional storm water and utility infrastructure, however this is commensurate with the vacant property development in the city and not unique.

8. Traffic Impact

NA

9. Public Noticing and Comments

The rezoning notices were sent out to residents living within 300 feet of the subject property sites 15 days prior to the scheduled meeting. As of May 23, 2025, the planning department has received four (4) calls about the notice. One call was regarding how the rezoning would affect his property value. No other comments have been received at this time.

RECOMMENDATION

Information in this review demonstrates that the rezoning of the sites is consistent with the master plan. the proposed rezoning of the area sites is appropriate. Based on the findings presented here we respectively recommend the Planning Commission to recommend the rezoning to the City Council for approval

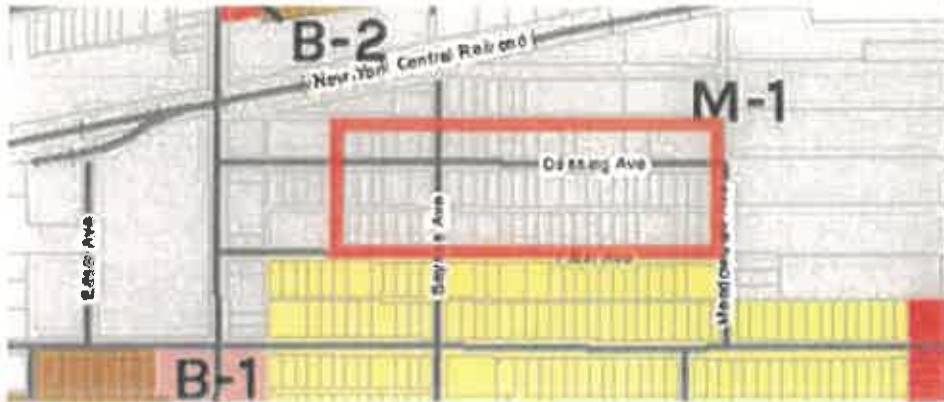
Thank you,



Derek Dowdell
Community Development Director

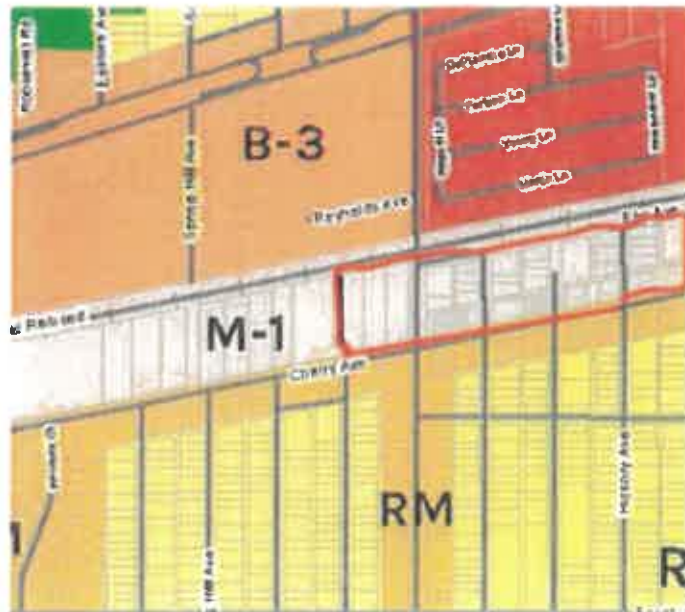
Attachments

Dunning Area



↑
NORTH

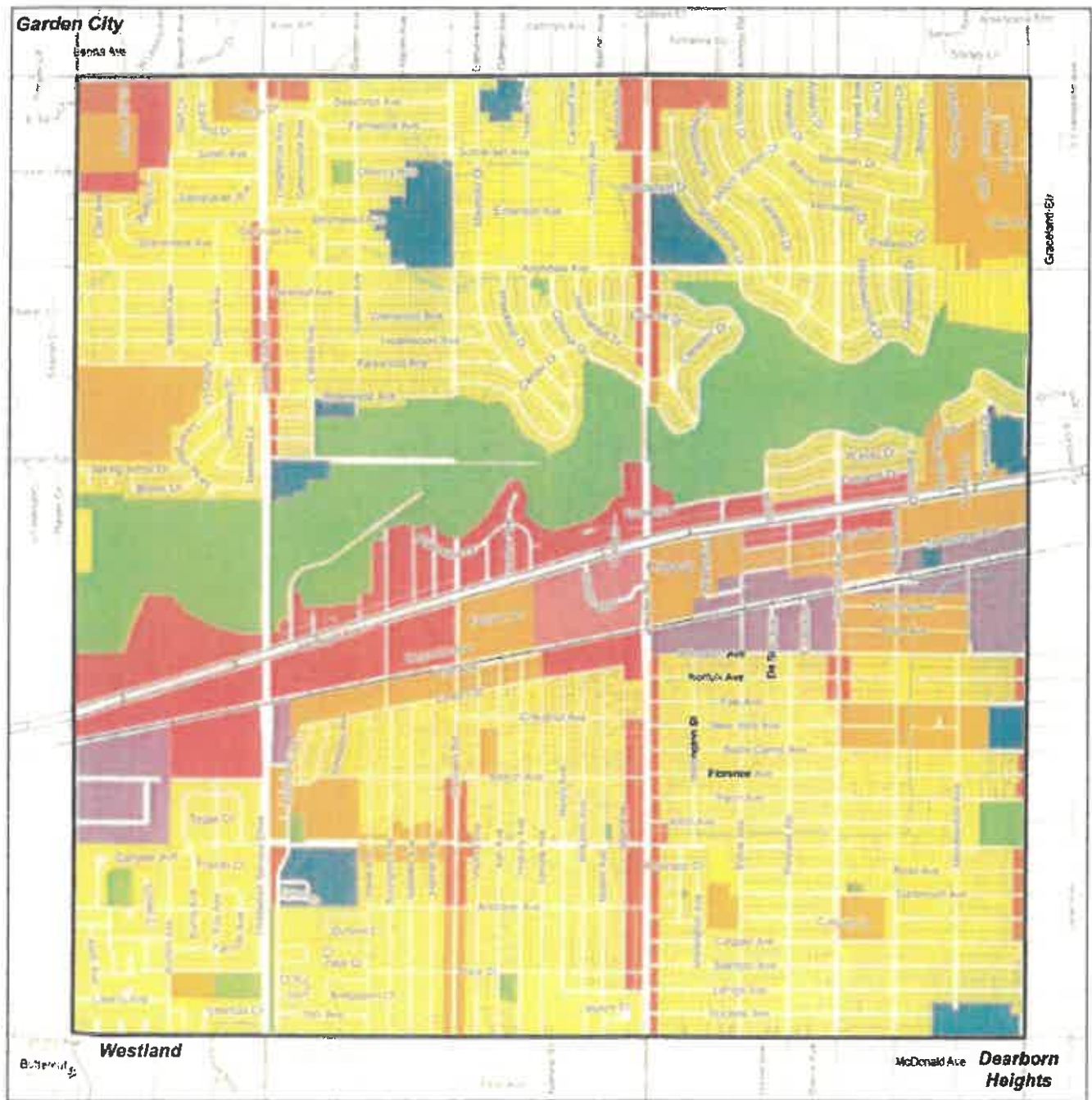
Chemmy – Harrison Area



↑ NORTH

Henry Ruff – Parkwood





Future Land Use

City of Inkster, Wayne County, Michigan

November 11, 2024

LEGEND

Future Land Use

- Neighborhood Residential
- Mixed Residential
- Neighborhood Mixed Use
- Mixed Development
- Town Center

- Research, Technology, and Manufacturing
- Education and Semi Public
- Park and Open Space
- City of Inkster

0 1,000 2,000
Feet

Basemap Source: Michigan Center for Geographic Information, v 17a Data Source: City of Inkster, 2024, McKenna, 2024



MCKENNA

8.2 FUTURE LAND USE DESIGNATIONS

The vision for the long-term use of land in the City of Inkster is defined with the outlines of the Future Land Use Designations. Intended to outline the use, character, and development patterns of specific areas as envisioned in a master plan. These designations serve as a guide for growth, investment, and land-use decisions over time, ensuring that development aligns with the community's goals and vision for the future.

Neighborhood Residential

Residential uses in the district primarily consist of detached single-family homes located within subdivisions or established neighborhoods. These established neighborhoods can be complemented by a variety of housing options, including duplexes, townhomes, and garden apartments, accessory dwelling units, as well as senior housing. Buildings in this category typically range up to three stories in height.

Neighborhood Mixed Use

The Neighborhood Mixed-Use designation integrates residential and commercial uses, designed to serve local corridors by providing essential day-to-day services and employment opportunities to nearby neighborhoods and the broader community. This designation supports the development of vibrant corridors by promoting mixed-use developments, with active ground-floor spaces for retail, small-scale manufacturing, or maker spaces, while incorporating residential housing on upper floors.

Mixed Residential District

The Mixed-Residential District is designed to create a balanced, community-oriented environment that combines low- to medium-density residential housing with small-scale retail and business uses tailored to the needs of residents. The MRD encourages a blend of housing types, such as townhomes, small apartments, cottage homes, and quadplexes, supporting a diverse residential population. Retail and business activities are carefully integrated to minimize impact on the neighborhood, creating a seamless blend of living and essential services.

Mixed Development District

The Mixed Development District is designed to support medium-to-high-density residential development while serving as a multifunctional destination that seamlessly integrates retail, residential, and entertainment uses. This district aims to create a vibrant environment that offers high-quality regional commercial amenities, enhancing the local community's lifestyle, and attracting visitors with diverse dining, shopping, and entertainment options.

Town Center

The intent of the Town Center District is to provide a "city identity", indicating to residents and visitors that they are in Inkster. This can be accomplished through visual cues such as prominent public buildings, lively street venues, and changes in scale. This district builds upon recent commercial and residential development, as well as its proximity to civic buildings and the Lower Rouge Parkway. A cohesive mix of low-, medium- and high-density residential, convenience retail, office and public uses will add a visual richness.

Special design features include a pedestrian friendly environment with sidewalks and pathways, public gathering spaces, large street trees, abundant hardy landscaping, well-designed off-street parking areas, and compatible land uses should be implemented. Walking and biking should be balanced with motorized traffic to create a lively interactive feeling. Public facilities, convenience retail, offices and low-, medium- and high-density housing interrelated in a cohesive setting can be found in the Town Center district. Special design standards and requirements to improve architectural appearance, enhance and encourage pedestrian activity, landscaping, and lessen motor vehicle dominance is encouraged.

Research, Manufacturing, And Technology

The Research, Light Manufacturing, and Technology designation represents larger office developments and research facilities. Other typical uses include light manufacturing, assembly, warehousing, and uses that do not negatively impact neighboring communities or residents. Emphasis on developments that include high quality landscaping and design, traffic and pedestrian controls, and environmental sustainability are prioritized.

Park and Open Space

This designation represents large open spaces, public and private parks, passive areas, greenways and golf courses. Private parks and open spaces include neighborhood parks and recreation facilities, greenbelts, and retention areas maintained by homeowners' associations. The River Rouge Greenway Corridor should be further developed to construct the proposed non-motorized pathway and to connect to public facilities, open spaces, residential areas, and business centers.

Education and Semi-Public

This includes public facilities, educational institutions and agencies, public and private schools, and hospitals.

Table 31. Future Land Use and Zoning Map Correlation

Future Land Use	Zoning Correlation
Neighborhood Residential	R-1A, R-1B, and R-1C One Family Residential Districts
Mixed Residential District	R-1A, R-1B, and R-1C One Family Residential Districts, RM & RM-1, Multiple-Family Residential District, B-1, Local Business District
Neighborhood Mixed Use	R-1A, R-1B, and R-1C One Family Residential Districts , B-1, Local Business District, B-2, Thoroughfare Mixed-Use District, RM, Restricted Multiple-Family Dwelling District
Mixed Development District	RM, Restricted Multiple-Family Dwelling District, RM-1, Multiple-Family Residential District, B-2, Thoroughfare Mixed-Use District, B-3, General Business District
Town Center	TCD, Town Center District, B-2, Thoroughfare Mixed-Use District, District, B-3, General Business District
Research, Manufacturing, and Technology	M-1, Light Industrial District, B-3, General Business District
Park and Open Space	Parks and Open Space, Rouge River Parkway
Education and Semi-Public	R-1A, R-1B, and R-1C One Family Residential Districts

8.3 ZONING PLAN

The Zoning Plan for the City of Inkster serves as a critical tool for aligning the city's land use policies with its long-term vision for growth, development, and community character. The primary objective being to bridge the gap between the Master Plan's future goals and implementing enforceable standards and regulations in the zoning ordinance.

1. Consolidate the R1-A & B districts into a single low-density zoning classification which permits single-family homes, duplexes, and accessory dwelling units.
2. Add Design Standards for Middle Housing development types, detailing architectural design, facades, and materials.
3. Develop a table of Building Typologies, regulations, and the districts where they are permitted.
4. Remove unused Zoning Districts from Zoning Map and Zoning Ordinance.
5. Coordinate local land-use plans with regional transportation investments.
6. Amend the Zoning Ordinance for buildable lots of definitions and regulations, to permit the utilization of small lots for new residential development.
7. Implement sustainability within the zoning ordinance by encouraging mixed use development, incentivizing transit-oriented development, and green infrastructure in new construction developments.
8. Remove references to "Family" in the context of Zoning Districts and designations, utilize alternative language such as low, medium, and high residential density, and building typologies.
9. Incentivize Low-Medium Residential Density Development by-right in the RM District, by implementing improved design standards for Townhomes, Multiple Family Structures, and Mixed-Use Residential-Business Lofts along corridors and thoroughfares.
10. Rezone R-1C Parcels to RM, to allow for Low-Medium Density Residential Development.
11. Incentivize permitting Medium-High Residential Density Development by-right in the RM-1 District, by implementing improved design standards for residential developments greater than three stories and involved a mixed of commercial and retail uses.
12. Consider the use of Specific Use Standards, rather than Special Land Use Standards to regulate the standards of development, permitting uses by-right which meet the Specific Use Standards.
13. Collaborate with the Planning Commission to rezone parcels designated for Redevelopment, to higher density or mixed-use zoning classifications, such as the M-1 Light Manufacturing parcels designated as Mixed Residential and Mixed Development per the Future Land Use Plan.
14. Incentivize permitting Senior and Child Care Facilities by-right where specific design, spacing, and site regulations comply with improved Zoning Ordinance use standards.

Section 401-4.1.10 Address Parcel Number South Side of Dunning Street		
1.	26412 DUNNING	44020020218000
2.	26404 DUNNING	44020020219000
3.	26350 DUNNING	44020020220000
4.	26340 DUNNING	44020020221000
5.	26332 DUNNING	44020020222000
6.	DUNNING	44020020223000
7.	26304 DUNNING	44020020225000
8.	26120 DUNNING	44020020243300
9.	26110 DUNNING	44020020244300
10.	26106 DUNNING	44020020246300
Section 401-4.1.10.1 Address Parcel Number South Side of Dunning Street		
11.	26411 DUNNING	44020020277000
12.	26403 DUNNING	44020020276000
13.	26351 DUNNING	44020020275000
14.	DUNNING	44020020274000
15.	26331 DUNNING	44020020272000
16.	DUNNING	44020020270000
17.	DUNNING	44020020269000
18.	26287 DUNNING	44020020268000
19.	26277 DUNNING	44020020267000
20.	26269 DUNNING	44020020266000
21.	26259 DUNNING	44020020265000
22.	26245 DUNNING	44020020263002
23.	26239 DUNNING	44020020262002
24.	26235 DUNNING	44020020261000
25.	26201 DUNNING	44020020259000
26.	DUNNING	44020020258000
27.	26181 DUNNING	44020020257000
28.	26171 DUNNING	44020020256000
29.	26161 DUNNING	44020020255000
30.	DUNNING	44020020254000
31.	26135 DUNNING	44020020252301
32.	26125 DUNNING	44020020251301
33.	26115 DUNNING	44020020249300
34.	26105 DUNNING	44020020248301

Address Book 2012-2013 Address Family Number State of New York		
35.	PLUM	44020020294000
36.	PLUM	44020020295000
37.	26350 PLUM	44020020296000
38.	26342 PLUM	44020020297000
39.	26332 PLUM	44020020298000
40.	26322 PLUM	44020020299000
41.	26314 PLUM	44020020300000
42.	PLUM	44020020301000
43.	26290 PLUM	44020020302000
44.	26276 PLUM	44020020304000
45.	PLUM	44020020305002
46.	PLUM	44020020307000
47.	26240 PLUM	44020020308000
48.	PLUM	44020020309000
49.	PLUM	44020020310000
50.	PLUM	44020020311000
51.	PLUM	44020020312000
52.	PLUM	44020020313000
53.	PLUM	44020020314000
54.	PLUM	44020020315000
55.	26164 PLUM	44020020316000
56.	PLUM	44020020317000
57.	26130 PLUM	44020020319002
58.	PLUM	44020020321000
59.	PLUM	44020020322000
60.	26104 PLUM	44020020323000

Address Book 2012-2013 Address Family Number State of New York		
61.	28442 CHERRY	44009020035000
62.	28430 CHERRY	44009020034000
63.	HARRISON	44009020033003
64.	2930 HARRISON	44009020033006
65.	2938 HARRISON	44009020033007
66.	2950 HARRISON	44009020033008

67.	3090 HARRISON	44009020033009
68.	HARRISON	44010010001000
69.	2925 HARRISON	44010010004000
70.	2943 HARRISON	44010010076000
71.	CHERRY	44010010075000
72.	CHERRY	44010010074000
73.	CHERRY	44010010073000
74.	CHERRY	44010010072000
75.	CHERRY	44010010071000
76.	CHERRY	44010010070000
77.	CHERRY	44010010069000
78.	28310 CHERRY	44010010066000
79.	WALNUT	44010010005000
80.	WALNUT	44010010006000
81.	WALNUT	44010010007000
82.	2912 WALNUT	44010010008000
83.	WALNUT	44010010009000
84.	WALNUT	44010010011000
85.	WALNUT	44010010012000
86.	CHERRY	44010010060000
87.	CHERRY	44010010059000
88.	CHERRY	44010010058000
89.	CHERRY	44010010057000
90.	CHERRY	44010010056000
91.	CHERRY	44010010055000
92.	ASH	44010010013000
93.	ASH	44010010015000
94.	ASH	44010010016000
95.	ASH	44010010017000
96.	CHERRY	44010010054000
97.	CHERRY	44010010051000
98.	CHERRY	44010010050000
99.	28122 CHERRY	44010010048000
100.	CHERRY	44010010044000
101.	2914 HICKORY	44010010024000
102.	HICKORY	44010010022000
103.	HICKORY	44010010021000
104.	HICKORY	44010010025000
105.	2917 HICKORY	44010010026000
106.	HICKORY	44010010027000
107.	HICKORY	44010010028000
108.	CHERRY	44010010033000

109.	SPRUCE	44010010029000
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Page 4		
110.	HENRY RUFF	44002990003001
111.	1615 HENRY RUFF	44002990002702
112.	HENRY RUFF	44002990002703
113.	30043 PARKWOOD	44002990001000
114.	JEFFREY LANE	44002990006000

Address: 26412 DUNNING DUNNING Parcel Number: Section 18 of Township 35 North		
1.	26412 DUNNING	44020020218000
2.	26404 DUNNING	44020020218000
3.	26350 DUNNING	44020020220000
4.	26340 DUNNING	44020020221000
5.	26332 DUNNING	44020020222000
6.	DUNNING	44020020223000
7.	26304 DUNNING	44020020225000
8.	26120 DUNNING	44020020243300
9.	26110 DUNNING	44020020244300
10.	26106 DUNNING	44020020246300
Address: 26411 DUNNING DUNNING Parcel Number: Section 18 of Township 35 North		
11.	26411 DUNNING	44020020277000
12.	26403 DUNNING	44020020276000
13.	26351 DUNNING	44020020275000
14.	DUNNING	44020020274000
15.	26331 DUNNING	44020020272000
16.	DUNNING	44020020270000
17.	DUNNING	44020020269000
18.	26287 DUNNING	44020020268000
19.	26277 DUNNING	44020020267000
20.	26269 DUNNING	44020020266000
21.	26259 DUNNING	44020020265000
22.	26245 DUNNING	44020020263002
23.	26239 DUNNING	44020020262002
24.	26235 DUNNING	44020020261000
25.	26201 DUNNING	44020020259000
26.	DUNNING	44020020258000
27.	26181 DUNNING	44020020257000
28.	26171 DUNNING	44020020256000
29.	26161 DUNNING	44020020255000
30.	DUNNING	44020020254000
31.	26135 DUNNING	44020020252301
32.	26125 DUNNING	44020020251301
33.	26115 DUNNING	44020020249300
34.	26105 DUNNING	44020020248301

Highway 904 (Highway 904) to Highway 904 (Highway 904) Highway 904 (Highway 904) to Highway 904 (Highway 904) Highway 904 (Highway 904) to Highway 904 (Highway 904)		
35.	PLUM	44020020284000
36.	PLUM	44020020295000
37.	26350 PLUM	44020020296000
38.	26342 PLUM	44020020297000
39.	26332 PLUM	44020020298000
40.	26322 PLUM	44020020299000
41.	26314 PLUM	44020020300000
42.	PLUM	44020020301000
43.	26290 PLUM	44020020302000
44.	26276 PLUM	44020020304000
45.	PLUM	44020020305002
46.	PLUM	44020020307000
47.	26240 PLUM	44020020308000
48.	PLUM	44020020309000
49.	PLUM	44020020310000
50.	PLUM	44020020311000
51.	PLUM	44020020312000
52.	PLUM	44020020313000
53.	PLUM	44020020314000
54.	PLUM	44020020315000
55.	26164 PLUM	44020020316000
56.	PLUM	44020020317000
57.	26130 PLUM	44020020319002
58.	PLUM	44020020321000
59.	PLUM	44020020322000
60.	26104 PLUM	44020020323000

Highway 904 (Highway 904) to Highway 904 (Highway 904) Highway 904 (Highway 904) to Highway 904 (Highway 904) Highway 904 (Highway 904) to Highway 904 (Highway 904)		
61.	28442 CHERRY	44009020035000
62.	28430 CHERRY	44009020034000
63.	HARRISON	44009020033003
64.	2930 HARRISON	44009020033006
65.	2938 HARRISON	44009020033007
66.	2950 HARRISON	44009020033008

67.	3090 HARRISON	44009020033000
68.	HARRISON	44010010001000
69.	2925 HARRISON	44010010004000
70.	2943 HARRISON	44010010076000
71.	CHERRY	44010010075000
72.	CHERRY	44010010074000
73.	CHERRY	44010010073000
74.	CHERRY	44010010072000
75.	CHERRY	44010010071000
76.	CHERRY	44010010070000
77.	CHERRY	44010010069000
78.	28310 CHERRY	44010010066000
79.	WALNUT	44010010005000
80.	WALNUT	44010010006000
81.	WALNUT	44010010007000
82.	2912 WALNUT	44010010008000
83.	WALNUT	44010010009000
84.	WALNUT	44010010011000
85.	WALNUT	44010010012000
86.	CHERRY	44010010060000
87.	CHERRY	44010010059000
88.	CHERRY	44010010058000
89.	CHERRY	44010010057000
90.	CHERRY	44010010056000
91.	CHERRY	44010010055000
92.	ASH	44010010013000
93.	ASH	44010010015000
94.	ASH	44010010016000
95.	ASH	44010010017000
96.	CHERRY	44010010054000
97.	CHERRY	44010010051000
98.	CHERRY	44010010050000
99.	28122 CHERRY	44010010048000
100.	CHERRY	44010010044000
101.	2914 HICKORY	44010010024000
102.	HICKORY	44010010022000
103.	HICKORY	44010010021000
104.	HICKORY	44010010025000
105.	2917 HICKORY	44010010026000
106.	HICKORY	44010010027000
107.	HICKORY	44010010028000
108.	CHERRY	44010010033000

Form 44 (Rev. 10-1-10) M-1
 Address:
 Parcel Number:
 South Side of Dunning Street

1.	26412 DUNNING	44020020218000
2.	26404 DUNNING	44020020219000
3.	26350 DUNNING	44020020220000
4.	26340 DUNNING	44020020221000
5.	26332 DUNNING	44020020222000
6.	DUNNING	44020020223000
7.	26304 DUNNING	44020020225000
8.	26120 DUNNING	44020020243300
9.	26110 DUNNING	44020020244300
10.	26106 DUNNING	44020020246300

Form 44 (Rev. 10-1-10) M-1
 Address:
 Parcel Number:
 South Side of Dunning Street

11.	26411 DUNNING	44020020277000
12.	26403 DUNNING	44020020276000
13.	26351 DUNNING	44020020275000
14.	DUNNING	44020020274000
15.	26331 DUNNING	44020020272000
16.	DUNNING	44020020270000
17.	DUNNING	44020020269000
18.	26287 DUNNING	44020020268000
19.	26277 DUNNING	44020020267000
20.	26269 DUNNING	44020020266000
21.	26259 DUNNING	44020020265000
22.	26245 DUNNING	44020020263002
23.	26239 DUNNING	44020020262002
24.	26235 DUNNING	44020020261000
25.	26201 DUNNING	44020020259000
26.	DUNNING	44020020258000
27.	26181 DUNNING	44020020257000
28.	26171 DUNNING	44020020256000
29.	26161 DUNNING	44020020255000
30.	DUNNING	44020020254000
31.	26135 DUNNING	44020020252301
32.	26125 DUNNING	44020020251301
33.	26115 DUNNING	44020020249300
34.	26105 DUNNING	44020020248301

Approved from 04/1/2019 to 31/12/2019 Approved from 04/1/2019 to 31/12/2019 Approved from 04/1/2019 to 31/12/2019		
35.	PLUM	44020020294000
36.	PLUM	44020020295000
37.	26350 PLUM	44020020296000
38.	26342 PLUM	44020020297000
39.	26332 PLUM	44020020298000
40.	26322 PLUM	44020020299000
41.	26314 PLUM	44020020300000
42.	PLUM	44020020301000
43.	26290 PLUM	44020020302000
44.	26276 PLUM	44020020304000
45.	PLUM	44020020305002
46.	PLUM	44020020307000
47.	26240 PLUM	44020020308000
48.	PLUM	44020020309000
49.	PLUM	44020020310000
50.	PLUM	44020020311000
51.	PLUM	44020020312000
52.	PLUM	44020020313000
53.	PLUM	44020020314000
54.	PLUM	44020020315000
55.	26164 PLUM	44020020316000
56.	PLUM	44020020317000
57.	26130 PLUM	44020020319002
58.	PLUM	44020020321000
59.	PLUM	44020020322000
60.	26104 PLUM	44020020323000

Approved from 04/1/2019 to 31/12/2019 Approved from 04/1/2019 to 31/12/2019 Approved from 04/1/2019 to 31/12/2019		
61.	28442 CHERRY	44009020035000
62.	28430 CHERRY	44009020034000
63.	HARRISON	44009020033003
64.	2930 HARRISON	44009020033006
65.	2938 HARRISON	44009020033007
66.	2950 HARRISON	44009020033008

67.	3090 HARRISON	44009020033009
68.	HARRISON	44010010001000
69.	2925 HARRISON	44010010004000
70.	2943 HARRISON	44010010076000
71.	CHERRY	44010010075000
72.	CHERRY	44010010074000
73.	CHERRY	44010010073000
74.	CHERRY	44010010072000
75.	CHERRY	44010010071000
76.	CHERRY	44010010070000
77.	CHERRY	44010010069000
78.	28310 CHERRY	44010010068000
79.	WALNUT	44010010005000
80.	WALNUT	44010010006000
81.	WALNUT	44010010007000
82.	2912 WALNUT	44010010008000
83.	WALNUT	44010010009000
84.	WALNUT	44010010011000
85.	WALNUT	44010010012000
86.	CHERRY	44010010060000
87.	CHERRY	44010010059000
88.	CHERRY	44010010058000
89.	CHERRY	44010010057000
90.	CHERRY	44010010056000
91.	CHERRY	44010010055000
92.	ASH	44010010013000
93.	ASH	44010010015000
94.	ASH	44010010016000
95.	ASH	44010010017000
96.	CHERRY	44010010054000
97.	CHERRY	44010010051000
98.	CHERRY	44010010050000
99.	28122 CHERRY	44010010048000
100.	CHERRY	44010010044000
101.	2914 HICKORY	44010010024000
102.	HICKORY	44010010022000
103.	HICKORY	44010010021000
104.	HICKORY	44010010025000
105.	2917 HICKORY	44010010026000
106.	HICKORY	44010010027000
107.	HICKORY	44010010028000
108.	CHERRY	44010010033000

109.	SPRUCE	44010010029000
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Please Print or Type in Block Letters (Do Not Use Capital Letters) (If Applicable) Address		
110.	HENRY RUFF	44002990003001
111.	1615 HENRY RUFF	44002990002702
112.	HENRY RUFF	44002990002703
113.	30043 PARKWOOD	44002990001000
114.	JEFFREY LANE	44002990006000

Financial Data - 2019-2020
 Address:
 Fiscal Year:
 South Dakota Department of Revenue

1.	26412 DUNNING	44020020218000
2.	26404 DUNNING	44020020219000
3.	26350 DUNNING	44020020220000
4.	26340 DUNNING	44020020221000
5.	26332 DUNNING	44020020222000
6.	DUNNING	44020020223000
7.	26304 DUNNING	44020020225000
8.	26120 DUNNING	44020020243300
9.	26110 DUNNING	44020020244300
10.	26106 DUNNING	44020020246300

Financial Data - 2019-2020
 Address:
 Fiscal Year:
 South Dakota Department of Revenue

11.	26411 DUNNING	44020020277000
12.	26403 DUNNING	44020020276000
13.	26351 DUNNING	44020020275000
14.	DUNNING	44020020274000
15.	26331 DUNNING	44020020272000
16.	DUNNING	44020020270000
17.	DUNNING	44020020269000
18.	26287 DUNNING	44020020268000
19.	26277 DUNNING	44020020267000
20.	26269 DUNNING	44020020266000
21.	26259 DUNNING	44020020265000
22.	26245 DUNNING	44020020263002
23.	26239 DUNNING	44020020262002
24.	26235 DUNNING	44020020261000
25.	26201 DUNNING	44020020259000
26.	DUNNING	44020020258000
27.	26181 DUNNING	44020020257000
28.	26171 DUNNING	44020020256000
29.	26161 DUNNING	44020020255000
30.	DUNNING	44020020254000
31.	26135 DUNNING	44020020252301
32.	26125 DUNNING	44020020251301
33.	26115 DUNNING	44020020249300
34.	26105 DUNNING	44020020248301

Appendix Table 16.1 (a) (continued) Export Products (Number Series of China Codes)		
35.	PLUM	44020020294000
36.	PLUM	44020020295000
37.	26350 PLUM	44020020296000
38.	26342 PLUM	44020020297000
39.	26332 PLUM	44020020298000
40.	26322 PLUM	44020020299000
41.	26314 PLUM	44020020300000
42.	PLUM	44020020301000
43.	26290 PLUM	44020020302000
44.	26276 PLUM	44020020304000
45.	PLUM	44020020305002
46.	PLUM	44020020307000
47.	26240 PLUM	44020020308000
48.	PLUM	44020020309000
49.	PLUM	44020020310000
50.	PLUM	44020020311000
51.	PLUM	44020020312000
52.	PLUM	44020020313000
53.	PLUM	44020020314000
54.	PLUM	44020020315000
55.	26164 PLUM	44020020316000
56.	PLUM	44020020317000
57.	26130 PLUM	44020020319002
58.	PLUM	44020020321000
59.	PLUM	44020020322000
60.	26104 PLUM	44020020323000

Appendix Table 16.1 (b) (continued) (continued) Export Products (Number Series of China Codes)		
61.	28442 CHERRY	44009020035000
62.	28430 CHERRY	44009020034000
63.	HARRISON	44009020033003
64.	2930 HARRISON	44009020033006
65.	2938 HARRISON	44009020033007
66.	2950 HARRISON	44009020033008

67.	3090 HARRISON	44009020033009
68.	HARRISON	44010010001000
69.	2925 HARRISON	44010010004000
70.	2943 HARRISON	44010010076000
71.	CHERRY	44010010075000
72.	CHERRY	44010010074000
73.	CHERRY	44010010073000
74.	CHERRY	44010010072000
75.	CHERRY	44010010071000
76.	CHERRY	44010010070000
77.	CHERRY	44010010069000
78.	28310 CHERRY	44010010066000
79.	WALNUT	44010010005000
80.	WALNUT	44010010006000
81.	WALNUT	44010010007000
82.	2912 WALNUT	44010010008000
83.	WALNUT	44010010009000
84.	WALNUT	44010010011000
85.	WALNUT	44010010012000
86.	CHERRY	44010010060000
87.	CHERRY	44010010059000
88.	CHERRY	44010010058000
89.	CHERRY	44010010057000
90.	CHERRY	44010010056000
91.	CHERRY	44010010055000
92.	ASH	44010010013000
93.	ASH	44010010015000
94.	ASH	44010010016000
95.	ASH	44010010017000
96.	CHERRY	44010010054000
97.	CHERRY	44010010051000
98.	CHERRY	44010010050000
99.	28122 CHERRY	44010010048000
100.	CHERRY	44010010044000
101.	2914 HICKORY	44010010024000
102.	HICKORY	44010010022000
103.	HICKORY	44010010021000
104.	HICKORY	44010010025000
105.	2917 HICKORY	44010010026000
106.	HICKORY	44010010027000
107.	HICKORY	44010010028000
108.	CHERRY	44010010033000

109.	SPRUCE	44010010029000
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Property Name Address Parcel #		
110.	HENRY RUFF	44002990003001
111.	1615 HENRY RUFF	44002990002702
112.	HENRY RUFF	44002990002703
113.	30043 PARKWOOD	44002990001000
114.	JEFFREY LANE	44002990006000

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: June 11, 2025

From: Georgina Holliday, City Clerk

Date for Council's Consideration: June 16, 2025

ACTION REQUESTED: Consider approval of Robichaud All Class Reunion Picnic. Date: August 30, 2025 Time: 10:00am-7:00pm, Place: Tyrone Wheatley Park

Current Action	X	Emergency	Future
----------------	---	-----------	--------

Funds Budgeted:	Account #	No	N/A
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Mayor 's Approval

BACKGROUND:

SCOPE OF SERVICES:

JUSTIFICATION:

Robichaud All Class Reunion Picnic for the year 2025

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 10/22/25

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: Robichaud ALL Clas Reunion
Type of Event: Picnic in the Tyrone Wheatley Park
Estimated Class Level (please circle): Class 1 Class 2
Event Date (s): Aug 30, 2025 Event Hours: 10 AM - 7 PM

Park Name and Location (if only interested in a portion of a park, please specify the portion):

Tyrone Wheatley Park the entire Park
***Additional days for set up: N/A ***Additional days for clean-up: SAME DAY

***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: Juan C. Bradford E-mail Address: anadar7115@gmail.com
Phone 1: 313-655-9076 (work/home/cell) Phone 2: _____ (work/home/cell) Fax: _____
Legal name of applicant's organization: Robichaud All Class Reunion
Form of ownership:
☐ Doing Business As ☐ Corporation ☐ Non-Profit NOT APP

**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: 282 Cherry Lane Inkster MI 48141

Mailing address: _____

City: _____ State: _____ Zip: _____

Phone: 313-655-9076 Fax: _____ E-mail: _____

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

CLASSES/CATEGORIES

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

	Pre-event meeting	Security Deposit Req.	City services Requirement	Notice of intent due	Applicable sections
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
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 ON Deposit	May require DPW services post-event.	30 days prior to event	1, 2, 5, 6, 8, 9, 10, 11, 12, 13, 14 trash

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.

**City of Inkster
Event Permit**

Please
(Wave)
FEES

\$300 (carried over)
John
Bradford

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"

	Application Fee	
Class 1 Resident	\$75	
Class 1 Non-Resident	\$150	
Class 2 Resident	\$100	
Class 2 Non-Resident	\$200	

\$400.00

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"

NOT Needed

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

NOT Needed
WE take trash out!

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: Robichaud All class Reunion

Location: Tyrom Wheatly Part

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

Event Date/time (s):
Date: Aug 30, 25 Start: 10 AM AM PM End: 8 PM AM PM

Please name the person (s) principally responsible for this event (applicant):
Name: JUAN C. Bradford E-mail Address: anadar7115@gmail.com

Mailing address: 282 Cherry Lane

City: Inkster State: MI Zip: 48141

Day Phone: 313-655-9076 Evening Phone: same cell

Cell Phone: same Fax: N/A

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

President: James Hall Secretary: Renee Stovall-White

Vice President: Juan C. Bradford Treasurer: Larry Fuller

+++++

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

**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: <u>200</u>
--	---

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 <u>(NO)</u> Are the necessary utilities available at the location? ☒ Yes ☐ No (see below) If not, how do you propose supplying the required utilities?
--	--

Rented porta potties # 2
One SPECIAL HANDICAP porta pottie. 1

**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 Trunklines. 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 <i>N/A</i>	9/1/13	9/5/13	8/30/13	Noon-3p	N

Street to close	From	To	Date	Time	Trunkline?
<i>N/A</i>					

(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: _____ Address: _____ Phone: _____

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.**

NO
W

**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? 2 reg 1 Handicap

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: N/A

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: <u>N/A</u>	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)
devices***

☒ Portable toilet (s)*** 2 Req
1 Handy CAP

☐ Inflatable

☐ 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 will handle inhouse

NONE needed

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

DUMPSTER

at the Robichaud High School

Republic sells event trash boxes (55 gallons each, 1box is equal to 1/4 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?

SAME DAY

**City of Inkster
Event Permit**

Event Title: Robichaud All Class Reunion
Event Date(s): Aug 30, 2025 Event Hours: 10am - 7pm

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:

JUAN C. Bradford [Signature] June 2, 2025
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			
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Event Helper Customer Service	
	Gaslamp Insurance Services	PHONE	(530) 477-6521
	DBA Event Helper Insurance Services	FAX	A/C No:
	PO Box 1549	E-MAIL ADDRESS:	info@theeventhelper.com
Grass Valley	CA 95945	INSURER(S) AFFORDING COVERAGE	
		INSURER A:	Evanston Insurance Company
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (Ind - WVR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000	
	☒ Host Liquor Liability					MED EXP (Any one person) \$ 5,000	
	☐ Retail Liquor Liability					PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	Y	N	3DS5476-M4923441	08/30/2025 12:01 AM	08/31/2025 12:01 AM	GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:					Deductible \$ 1,000	
	☐ AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	☐ ANY AUTO					BODILY INJURY (Per person) \$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$	
					PROPERTY DAMAGE (Per accident) \$		
						\$	
	☐ UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$	
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$	
	☐ DED ☐ RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☐	N / A			E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 200, Event Type: Reunion - Indoor and/or Outdoor.

CERTIFICATE HOLDER	CANCELLATION
The City of Inkster 26215 Trowbridge Rd. Inkster MI 48141	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Inkster
26215 Trowbridge Rd.
Inkster, MI 48141

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

CITY OF INKSTER

Receipt: 236880

08/12/15

26215 TROWBRIDGE
INKSTER, MI 48141
United States

Cashier: CTAYLOR
Received Of:

(313) 563-7705

[Empty Address]
BROWNSTOWN TWP MI 48134

The sum of: 400.00

285	SECURITY DEPOSIT			300.00
		701-000-285.208	300.00	
285	APPLICATIONN FEE	<i>Now-Refundable</i>		100.00
		701-000-285.208	100.00	
			Total	400.00

TENDERED:	CREDIT CARD	400.00
TENDERED:	Credit Card Fee	12.00

Signed: _____

**City of Inkster
Event Permit**

Event Title: Robichaud All Class Reunion
Event Date(s): Aug 30, 2025 Event Hours: 10am - 7pm

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:

John C. Bradford
Applicant Name (printed)

[Signature]
Signature

June 2, 2025
Date

City of Inkster Approvals

Department Approval	Name (printed)	Approved	Date
City Council	Resolution Number		
Public Works	<u>Jerome Bivins</u>		
Inkster Fire Dept.	<u>Chief Jason Kaye</u>		
Inkster Police	<u>Chief Jenkins</u>	<u>[Signature]</u>	<u>6-3-25</u>
City Mayor		<u>[Signature]</u>	<u>6-3-25</u>
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.

**City of Inkster
Event Permit**

Event Title: Robichaud All Class Reunion
Event Date(s): Aug 30, 2025 Event Hours: 10am - 7pm

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:

Juan C. Bradford
Applicant Name (printed)

[Signature]
Signature

June 2, 2025
Date

City of Inkster Approvals

Department Approval	Name (printed)	Approved?	Date
City Council	Resolution Number		
Public Works	<u>Jerome Bivins</u>	<u>Latoria Triplett</u>	<u>6/3/25</u>
Inkster Fire Dept.	<u>Chief Jason Kaye</u>		
Inkster Police	<u>Chief Jenkins</u>		
City Mayor		<u>[Signature]</u>	<u>6/3/25</u>
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.

City of Inkster
Event Permit

Event Title: Highland All Class Reunion
Event Date(s): Aug 30, 2025 Event Hours: 10am - 7pm

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:

Juan C. Segura
Applicant Name (printed)

JCS
Signature

June 2, 2025
Date

City of Inkster Approvals

Department Approval	Name (printed)	Approved?	Date
City Council	Resolution Number		
Public Works	<u>Jerome Bivins</u>		
Inkster Fire Dept.	<u>Chief Jason Keye</u>	<u>Jason Keye</u> YES	06-04-2025
Inkster Police	<u>Chief Jenkins</u>		
City Mayor			
City Clerk	<u>Georgine Holliday</u>		

Walter Macias 6/3/25

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

No. 71168

City of Inkster

26215 Trowbridge
Inkster, MI 48141

Miscellaneous Cash Receipts

Received
From

+ 1203 cash
C.R.S. 4/11/01
2011
+ 2011 2011/01

DATE 6/3/25

AMOUNT \$ 100.00

EXPLANATION:

Application fee
Pmt on
6/18/25
Agenda

ACCOUNT CLASSIFICATION

FUND

101-215-1007-0008

A/C NO.	AMOUNT
100.00	100.00
TOTAL \$	100.00

BY

A. Hultberg

DO NOT WRITE IN THIS BOX

PAID

JUN 03 2025

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: June 11, 2025

From: Jerome Bivins, DPS Director Date for Council's Consideration: June 16, 2025

ACTION REQUESTED: Consider adoption of the included resolution for installation of a new water main in property owned by Wayne County that will provide redundancy in the water distribution system.

Current Action ☒ X

Emergency ☐

Future ☐

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

Mayor's Approval



BACKGROUND:

The Department of Public Services would like to install a new east-west water main that would connect the northern ends of the water mains in Springhill, Isabelle, and Harriet Streets.

Connecting these water mains with a new water main will improve water quality and create redundancy for water supply to this area. These streets are located north of Michigan Ave. and south of Lower Rouge Park, which belongs to Wayne County. The proposed water main will be in the Wayne County park and the City of Inkster needs permission from Wayne County. Wayne County has granted Inkster permission to install the new water main in the park property without an easement under the condition that City of Inkster adopts this resolution.

SCOPE OF SERVICES:

To adopt the resolution and construct the new water main.

JUSTIFICATION:

To permit the City to install water main within the Wayne County park property to improve water quality and provide redundancy for the water supply to the area.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster.

COSTS:

The cost of building this additional water main is approximately \$150,000 and will be funded from the water bond.

PROJECTED TIMETABLE:

Construction of the new water main will likely begin in the fall of 2025 or spring of 2026.

RESOLUTION:

The City of Inkster agrees to the following conditions as required by Wayne County for the installation of a new water main located in the Wayne County park property that will connect the existing water mains in Springhill, Isabelle, and Harriet Streets:

- a. The City of Inkster shall maintain ownership and responsibility for the water mains and associated facilities.
- b. At the discretion of Wayne County, the City of Inkster owned facility may be required to remove its facility and restore all areas to conditions satisfactory to Wayne County.
- c. The City of Inkster shall perform any regular or emergency required maintenance of the City owned utility in a timely manner acceptable to Wayne County.
- d. The City of Inkster shall maintain detailed records of the city owned facility including, but not limited to location, depth, size, and type of material. A copy of these records shall be submitted to the Wayne County DPS Permit Office.
- e. The City of Inkster shall indemnify, hold harmless, and defend Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



PROPOSED WATER MAIN WITHIN
WAYNE COUNTY PROPERTY

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: June 11, 2025

From: Jerome Bivins, DPS Director

Date for Council's Consideration: June 16, 2025

ACTION REQUESTED: Consider authorization for the Department of Public Services to install speed bumps at their previous locations throughout the City and replace those that were damaged for approximately \$40,000.

Current Action X Emergency Future

Funds Budgeted: If Account # No N/A

Mayor Approval Byron N. Nolen

BACKGROUND:

Speed bumps installed at various locations throughout the city were removed in the fall of 2024 prior to the start of the winter season to avoid damage to them during snow removal activities.

Replacement of the speed bumps to assist with the enforcement of speed limits is desired. In addition to the re-installation, the replacement of damaged speed bumps is required.

SCOPE OF SERVICES:

Installation of speed bumps to their previous locations by Give 'Em a Brake Safety, LLC. And the purchase and installation of new speed bumps to replace those that were damaged. This work does not include the installation of speed bumps at new locations.

JUSTIFICATION:

To install speed bumps in their previous locations and replace damaged speed bumps to assist with the enforcement of speed limits.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster.

COSTS:

Approximately \$40,000 from the City's roadway fund.

PROJECTED TIME TABLE:

Upon authorization the installation will be scheduled.

RESOLUTION:

Authorization is hereby given to the Department of Public Services to install speed bumps at their previous locations throughout the city and replace those that were damaged for approximately \$40,000.

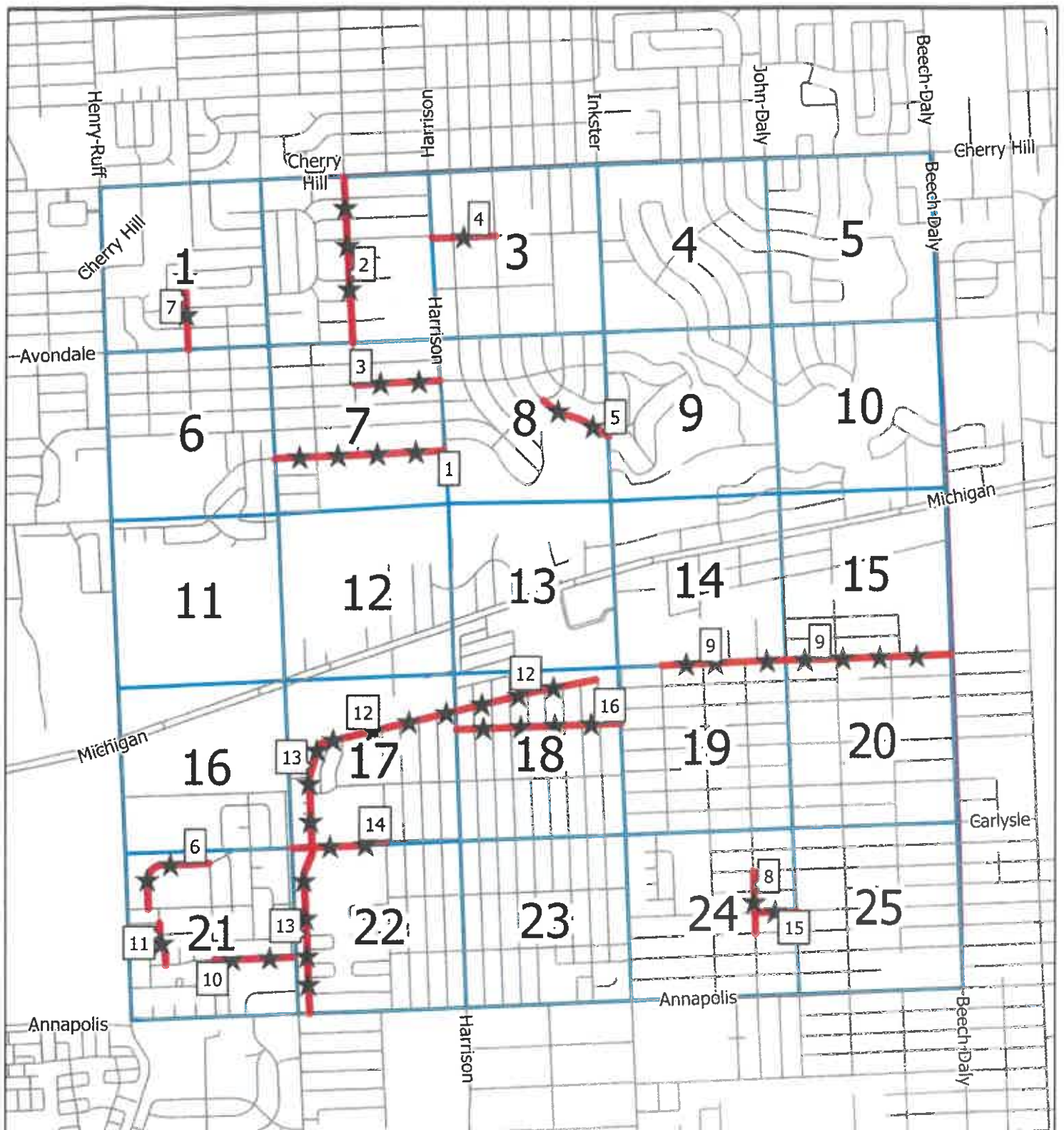
Resolved by _____

Seconded by _____

Yes:

No:

Absent:



 benesch	DATE: 1/24/2023	2023 SPEED BUMP PROJECT 73CITY OF INKSTER	LOG OF PROJECT SHEET 2 OF 20 JN: 214241
	DESIGN: SER		
	BENESCH JN: 50252.00		
	NO SCALE		

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: June 11, 2025

From: Jerome Bivins, DPS Director Date for Council's Consideration: June 16, 2025

ACTION REQUESTED: Consider authorization for the Department of Public Service to enter into an agreement with the Michigan Department of Transportation (MDOT) to secure funding for the 2025 Sidewalk Project and adopt the included resolution.

Current Action ☒ X

Emergency ☐

Future ☐

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

Mayor's Approval



BACKGROUND:

On August 21, 2023, the Department of Public Services received notice of federal funding for the repair, replacement and installation of sidewalks at various locations throughout the area of the City bounded by Cherry Hill Road, Harrison Street, Avondale Avenue and Middle Belt Road, known as the 2025 Sidewalk Project. These locations are based on field investigations performed in 2021. This project will be funded with 80 percent federal funds from the Transportation Alternatives Program (TAP).

SCOPE OF SERVICES:

To accept contract number 25-5162 with the Michigan Department of Transportation and secure funding for the 2025 Sidewalk Project (City of Inkster Project Number 25-03_INK).

JUSTIFICATION:

To repair, replace and install sidewalks and ADA ramps in the various locations outlined in the 2025 Sidewalk Project contract documents.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster.

COSTS:

Approximately \$960,000 in construction costs. Eighty percent of which is from a Transportation Alternatives Program (TAP) grant and twenty percent from the City's roadway fund.

PROJECTED TIMETABLE:

Upon the letting of the contract by MDOT on May 2, 2025, the notice to proceed is anticipated to be issued by mid-August.

RESOLUTION:

Authorization is hereby given to the Department of Public Services to enter into an agreement with MDOT (Contract #25-5162) to secure funding for the approved 2025 Sidewalk Project (Project #25-03_INK) and designate the Director of the Department of Public Services as the City's authorized representative to sign the contract.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

TAP

DA

Control Section	TAU 82000
Job Number	219448CON
Project	25A0414
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5162

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF INKSTER, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Inkster, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 26, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete sidewalk, curb ramps, clearing and tree removal, earthwork, aggregate base and drainage structure covers along Beechnut Street at Longfellow, Greenwood Street and Central Street N and Central Street S, along Central Street at Fernwood Street, Emerson Street N, Emerson Street S, Somerset Avenue, Birchwood Street, Beechnut Street and Grandview Street, along Eastern Street at Birchwood Street and O Henry Court, and along Harrison Street at Beechnut Street, Somerset Avenue and Fernwood Street; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Audio-visual filming and contractor staking along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

- A. At no cost to the PROJECT
 - (1) Design or cause to be designed the plans for the PROJECT.
 - (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$807,247 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein

provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work

by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF INKSTER

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title: _____

By _____
for Department Director MDOT

By _____
Title: _____



March 26, 2025

EXHIBIT I

CONTROL SECTION	TAU 82000
JOB NUMBER	219448CON
PROJECT	25A0414

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$950,400	\$ 7,320	\$957,720

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$950,400	\$ 7,320	\$957,720
Less Federal Funds*	<u>\$777,902</u>	<u>\$ 0</u>	<u>\$777,902</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$172,498	\$ 7,320	\$179,818

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.